



FINANCE COMMITTEE
INCLUDING WORK SESSION OF VILLAGE BOARD
MEETING AGENDA
Monday, April 8th, 2019
Village Hall
4:30 PM

1. Call to Order
2. Establish Quorum
3. Citizen Comments
4. Approval of Minutes
5. 2019/2020 Budget Discussion
6. Proposed BSTP/Thorntons - Economic Incentive Request
7. Announcements
8. Adjournment

Finance Committee
Minutes
April 2nd, 2019

Meeting called to order at 5:34 pm

Roll Call

Present:

Committee Members: Christine Klein, Jan Kraus

Others: Lori Lyons

Absent: Ryan Krajecki

A quorum was established.

Citizen Comments

None

Minutes

Kraus moved to approve the minutes of March 27th, 2019 as amended. Seconded by Klein. Motion carried by voice vote.

2019/2020 Budget Discussion

Discussion revolved around the deficit in the current draft of the budget and what if any cuts could be made. Ideas were proposed and discussed at length. Lyons will make proposed changes before the next meeting on Monday the 8th.

Announcements

Next meeting will be 8th at 5:30.

Motion to adjourn made by Kraus and seconded by Klein. Meeting adjourned at 7:19pm.

BSTP MIDWEST, LLC

March 18, 2019

Jeffrey R. Magnussen
President
Village of Hampshire
234 S. State Street
Hampshire, IL 60140-0457

RE: Economic Assistance Request

Mayor Magnussen:

Following up on our discussion, BSTP Midwest is requesting an economic incentive to assist with the environmental cleanup of the property located at 19N479 US Highway 20, currently being operated as a CITGO fueling center, and also to assist with the reparation of the existing condition of Dietrich Road and correct the existing drainage issue at the intersection. Please find below and attached a summary of the extraordinary development costs associated with the redevelopment of this site, including:

Existing UST Removal & Soil Cleanup:	\$ 494,500
<u>Dietrich Road Improvements:</u>	<u>\$ 223,350</u>
Total Extraordinary Development Costs:	\$ 717,850

A detailed description of these costs is detailed on the attached engineer's opinion of probable construction cost prepared by Manhard Consulting.

As part of our redevelopment of the site, Thorntons will cleanup a portion of the legacy environmental condition, and provide necessary repairs to Dietrich Road to create a safer roadway for the public. While the extraordinary costs are exceptionally high for this development, BSTP Midwest is seeking an incentive in the amount of \$275,000 to recover approximately one-third of these costs.

After you have had a chance to review, let's setup a time to further discuss our request. We look forward to continuing to discuss this item with you.

Sincerely,
BSTP Midwest, LLC



Mike MacKinnon
Partner

Enclosure



ENGINEER'S OPINION OF PROBABLE COST
 PROPOSED FUEL CENTER REDEVELOPMENT - EXTRAORDINARY COSTS
 NORTHEAST CORNER OF IL ROUTE 20 AND DIETRICH ROAD
 HAMPSHIRE, ILLINOIS
 3/8/2019

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHEDULE I - EXISTING UNDERGROUND STORAGE TANK (UST) REMOVAL					
1	Existing UST Removal & Early Action Enviro. Cost	1	EACH	\$167,000.00	\$167,000.00
2	UST Soil Excavation and Export	2000	CY	\$65.00	\$130,000.00
2	Misc. Excavations (Mass Grading & Trenching)	1500	CY	\$65.00	\$97,500.00
SUBTOTAL - EXISTING UNDERGROUND STORAGE TANK (UST) REMOVAL					\$394,500.00
15% Contingency					\$59,175.00
TOTAL SCHEDULE I (INCLUDING CONTINGENCY)					\$453,675.00
Consultant / Construction Observation Fee at 9%					\$40,830.75
ESTIMATED EXISTING UNDERGROUND STORAGE TANK (UST) REMOVAL TOTAL =					\$494,505.75

SCHEDULE II - DIETRICH ROAD IMPROVEMENTS					
1	Mobilization	1	LUMP SUM	\$5,000.00	\$5,000.00
2	Clay Excavation and Embankment	100	CY	\$65.00	\$6,500.00
3	Sawcut Pavement, Full Depth	500	LF	\$10.00	\$5,000.00
4	Full Depth Pavement Removal	200	SY	\$20.00	\$4,000.00
5	Concrete Curb Installation	500	LF	\$25.00	\$12,500.00
6	Mill and Overlay of Existing Surface Course	2200	SY	\$40.00	\$88,000.00
7	Thermoplastic Pavement Markings	1	LS	\$5,000.00	\$5,000.00
8	Stormwater Improvements	1	ALLOWANCE	\$40,000.00	\$40,000.00
SUBTOTAL - DIETRICH ROAD IMPROVEMENTS					\$166,000.00
15% Contingency					\$24,900.00
TOTAL SCHEDULE II (INCLUDING CONTINGENCY)					\$190,900.00
Engineering Fee at 8%					\$15,272.00
Construction Observation Fee at 9%					\$17,181.00
ESTIMATED DIETRICH ROAD IMPROVEMENTS TOTAL =					\$223,353.00

- Notes:
- This estimates includes costs that may be partially reimbursable through the state LUST (Leaking Underground Storage Tank) fund. Only non-reimbursable costs will be applied to this line item.
 - Spoils are assumed to be brought to a non-CCDD facility
 - Spoils are assumed to be brought to a non-CCDD facility
 - Includes new curb & gutter on west side of Dietrich (If applicable)
 - Includes mill & resurface of Dietrich Rd. along Thorntons frontage (If applicable)

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities a represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.

**ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN THORNTONS OIL COMPANY
AND THE VILLAGE OF HAMPSHIRE
(Thornton's / 19n479 US Highway 20)**

This Economic Incentive Agreement (the "Agreement") is dated this ____ day of _____, 2019, and is made by and between the VILLAGE OF HAMPSHIRE, an Illinois Municipal Corporation, Kane County, Illinois ("Village"), and Thorntons Oil Company ("Developer"). Each may be referred to herein as a "Party" and together, they may be referred to as the "Parties."

RECITALS:

A. Developer is the prospective owner of the property at 19N479 US Highway 20 in the Village, as more particularly described on Exhibit "A" attached hereto (the "Subject Property").

B. Developer proposes to develop the Subject Property for commercial business purposes consistent with the Village's Zoning Ordinance that is applicable to the Subject Property.

C. Developer intends to improve the Subject Property by erecting a new gasoline service station / fuel station and convenience store (the "Project") on the Subject Property.

D. Developer represents and warrants that given the environmental remediation and roadway rehabilitation work required to be performed on or adjacent to the Subject Property, its development of the Subject Property requires economic assistance from the Village and that, but for the economic assistance to be given by the Village, the Project would not be economically viable to Developer.

E. The Parties have considered and negotiated an agreement to share in the rebate of a portion of the Retailers' Occupation Taxes that will be due to and received by the Village from future business operations on the Subject Property.

F. The Retailers' Occupation Tax that is currently imposed in the Village is the sum of (i) a base rate of 6.25% paid to the State of Illinois ("State"); and the Parties acknowledge and agree that the State of Illinois imposes an additional tax on sale of products in Kane County at the rate of 0.75% due to the Regional Transportation Authority.

G. The Illinois Municipal Code, 65 ILCS 5/8-11-20, authorizes the Village and Developer to enter into this Economic Incentive Agreement to share or rebate said taxes, and the Village has adopted, or contemporaneously with this Agreement will adopt, a Resolution pursuant to 65 ILCS 5/8-11-20, making such findings as are necessary to support and authorize such Agreement under the law.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, AND PURSUANT TO THE STATUTORY AUTHORITY GRANTED IN THE ILLINOIS MUNICIPAL CODE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

SECTION 1: Incorporation of Recitals. The recitals set forth above are incorporated in this Agreement as if fully set out herein.

SECTION 2: Conditions Precedent / Developer. As conditions precedent to the Village's obligations set forth herein, each Developer agrees as follows:

A. On or before _____, subject to *force majeure*, to present to the Village evidence that Developer has acquired the Subject Property.

B. On or before _____, Developer shall have contributed and/or incurred not less than \$717,850.00 in construction and development costs for environmental remediation work and roadway work to be done at the Project, including but not limited to removal of LUSTs and soil remediation, together with certain roadway work to improve Dietrich Road.

If the foregoing are not met and such failure is not cured as set forth in Section 11 hereof, then the Village shall have the right to declare in writing to the Developer that this Agreement is null and void.

SECTION 3: "Municipal Sales Tax Revenues" (Defined). For purposes of this Agreement, the term "Municipal Sales Tax Revenues" shall refer to the 1% portion of the Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1 *et. seq.* that is paid to the State (i.e. the 6.25%) which is then due to and received by the Village from the State as of the date of this Agreement. The parties acknowledge and agree that at the time of this Agreement, the Illinois Retailers' Occupation Tax Act is imposed at the total rate of 6.25% of the applicable sales price on any transaction (the "base rate") and that an additional 0.75% tax is imposed for the benefit of and due to the Regional Transportation Authority, for a total tax on sales equal to 7.00%. The 1% portion due to the Village would be equal to 4/25ths of the 6.25% base rate for Retailers' Occupation Tax resulting from any taxable transaction.

If at any time during the term of this Agreement, the portion of said tax allotted to the Village exceeds 1%, then for purposes of this Agreement, "Municipal Sales Tax Revenues" shall be defined as such greater amount due to and received by the Village from the State. It is the parties' intent that the "Municipal Sales Tax Revenues" shall never exceed the amount that is actually paid to the Village from the State based on the statutes currently in effect as of the date of this Agreement or any amendments thereto after the date of this Agreement.

If at any time the Village is allotted or receives less than a 1% portion of the base rate of tax imposed on retailers by the Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, then "Municipal Sales Tax Revenues" shall be defined as such lesser amount due to and received by the Village from the State.

If at any time the Village elects to impose any additional amount as a local sales tax, pursuant to the provisions of the Illinois Municipal Code, 65 ILCS 5/8-11-1.3, said local sales tax or a portion thereof shall be included as a part of the Municipal Sales Tax Revenues for purposes of this Agreement.

SECTION 4: Agreement to Share a Portion of Sales Tax Revenues. Commencing on the date that retail sales first occur on the Subject Property (the "Commencement Date") and continuing throughout the term hereof, the Village shall pay to Developer a total amount equal to Two Hundred Seventy Five Fifty Thousand (\$275,000.00) Dollars ("Reimbursement Cap"). Said amount shall be paid from the Municipal Sales Tax Revenues received by the Village, as defined in Section 3 above, from the operations of the retail facilities at the Subject Property.

The Village shall pay no less than fifty (50%) percent of the total Municipal Sales Tax Revenues resulting from such operations, when so received, in annual payments commencing in the calendar year in which the Commencement Date occurs and continuing thereafter until the Reimbursement Cap is paid in full. The annual payments shall be due upon receipt of funds from the State of Illinois for the last month of the Village's fiscal year (April of each calendar year).

SECTION 5: Calculation of Amounts Due and Owing. Commencing on the first day of the fourth (4th) calendar month following the Commencement Date and thereafter on or before the first day of each successive fourth (4th) calendar month during the term of this Agreement the Village and each Developer (or its affiliates, successors and assigns) shall jointly ascertain from the Illinois Department of Revenue ("IDOR") the total amount of Retailer's Occupation Tax received by IDOR resulting from operations on the Subject Property for the prior Village fiscal year. The Parties understand and agree that at present, no particular documentation will be required in order that the Village ascertain the amount of sales tax paid by each entity, but each Developer shall cooperate and shall provide or cause to be provided such other or additional documentation to IDOR as may be reasonably required from time to time by IDOR in order to release such information to the Village.

The Village shall make the annual payment of the portion of the Municipal Sales Tax Revenues due to Developer under the terms of this Agreement within forty-five (45) days after the Village receives payment from IDOR of its share of the Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.* arising from the retail facilities located in the Subject Property for the applicable four (4) month period of the then-current Village fiscal year. .

SECTION 6: Remission of Retailer's Occupation Taxes to the Village; Schedule. The parties acknowledge and agree that in the past, it has been the practice of IDOR to make payment of local shares of Retailers' Occupation Taxes to municipalities on the following basis:

- Month 1: Tax collected by local merchant;
- Month 2: Tax reported to IDOR by merchant;
- Month 3: IDOR handling and recording; and
- Month 4: IDOR payment to municipality.

The parties further acknowledge and agree that the State of late has delayed making payments to municipalities on such basis, and has been tardy in doing so, and that any obligation of the Village under this Agreement is strictly limited to funds actually received from the State, based on the month that the tax was collected by the local merchant.

Notwithstanding the foregoing, the Village shall use its best efforts to deliver such information as IDOR may request and take such other actions as may be necessary to ensure timely receipt of payment of amounts due to Developer hereunder. And further, notwithstanding

anything to the contrary contained in this Agreement, Developer agrees that, if Developer does not deliver or cause to be delivered to the Village an appropriate Letter of Authorization and/or any other documentation required by IDOR as described above, the Village shall be excused from paying to Developer any share of the Municipal Sales Tax Revenues received by the Village unless and until such documentation has been so delivered.

SECTION 7: Term. Notwithstanding anything to the contrary contained in this Agreement, in no event shall the obligation of the Village to pay any Municipal Sales Tax Revenues to Developer continue for more than twenty (20) years from and after the Commencement Date.

SECTION 8: Limited Obligation. The obligation of the Village to pay over to Developer a portion of the Municipal Sales Tax Revenues realized from operations on the Subject Property as described herein shall be and is a limited obligation of the Village. The Village's obligation to make payment is limited solely and exclusively to the proceeds of Municipal Sales Tax Revenues actually received by the Village from the State of Illinois Department of Revenue, and resulting from operations on the Subject Property, and shall not be construed as a full-faith and credit or general obligation of the Village for any purpose.

SECTION 9: Developer's Duty to Defend, Indemnify and Hold Harmless; Reimbursement of Village for Legal and Other Fees and Expenses.

A. Developer shall defend, indemnify and hold the Village harmless from any claims, demands, liabilities, suits, or damages arising out of or resulting from this Agreement and/or the Village's payment of any Municipal Sales Tax Revenues to such Developer, its successors, or assigns, pursuant to this Agreement, except to the extent any such claims, demands, liabilities, suits, or damages are attributable to the negligence or willful misconduct of the Village and/or due to the Village's failure to comply with applicable law.

B. In the event that any third party or parties shall institute any legal proceedings against Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, Developer, on notice from Village, shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however, Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment in said suit, without the approval of the Village, which approval shall not be unreasonably withheld.

SECTION 10: Defaults. The occurrence of any one of the following shall constitute a default by a party under this Agreement:

A. Failure to comply with any term, provision or condition of this Agreement within the times herein specified and upon the expiration of the cure period provided in Section 11 below.

B. In the event any representation or warranty of a party contained herein is not true and correct in any material respect upon the expiration of the cure period provided in Section 11 below.

SECTION 11: Curing Defaults. In the event of any default under or violation of this Agreement, the Party not in default or violation shall serve written notice upon the Party or Parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. The Parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within thirty (30) days from written notice of such default; provided, however, that if a default or violation alleged under Section 9(A) above is not reasonably susceptible to cure within such thirty (30) day period, the defaulting party or parties shall have a longer period of time as is reasonably necessary, so long as the defaulting party is acting with due diligence to attempt to cure such default or violation. If such default is so cured to the reasonable satisfaction of the parties hereto after said thirty (30) day period, or within a reasonable cure period as herein defined, all the terms and conditions of this Agreement shall remain in full force and effect as if no such violation occurred. Any obligation of the Village to make payments to a Developer otherwise due hereunder during any period of default by such Developer shall be stayed. Village agrees that a default by one Developer hereunder shall not affect the rights of the other Developer hereunder and any remedies of the Village due to such default shall be applicable only to the actual Developer that has defaulted and not cured as set forth above.

SECTION 12: Notices. All notices and requests required pursuant to this Agreement shall be sent by certified mail, return receipt requested or nationally recognized overnight courier, as follows:

To Thorntons:

To the Village:

Village of Hampshire
234 South State Street
P.O. Box 457
Hampshire, IL 60140-0457
ATTN: Village Clerk

With copy to:

Mr. Mark Schuster
Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Avenue #100
Elgin, IL 60123

or at such other address as any party may, from time to time, prescribe in a notice provided pursuant to the requirements of this Section.

SECTION 13: Miscellaneous Provisions:

A. Law Governing. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

B. Time. Time is of the essence under this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance, except for delays caused by *force majeure*.

C. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Village and Developer and their respective successors and assigns. Each Developer shall have the right to sell all of any portion of the Subject Property without affecting such Developer's rights to receive amounts due hereunder as long as the construction obligations for such Developer set forth in Section 2(B) and (C) hereof have been met. Further, Each Developer shall have the right to sell, transfer and/or assign any or all of its rights and obligations hereunder upon written notice to the Village.

D. Limitation of Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against the Village, its officers, agents, employees, or attorneys, in any amount in excess of any specific sum agreed by the Village to be paid to Developer hereunder, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents, employees, or attorneys, in excess of such amount; and all and any such rights or claims of Developer against the Village, its officers, agents, employees or attorneys are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

E. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party of this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

F. Village Approval or Direction. Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village, unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this Agreement.

G. Section Headings and Subheadings. All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

H. Authorization to Execute. The officer of each Developer who has executed this Agreement warrants that he has been lawfully authorized by such Developer's governing documents to execute this Agreement on behalf of such Developer. The Village hereby warrants that the Village President and Village Clerk have been lawfully authorized by the Board of Trustees of the Village to execute this Agreement and that this Agreement is in compliance with all applicable laws. Each Developer and Village shall deliver, upon request to each other, copies of all articles of organization, operating agreements, articles of incorporation, by-laws, minutes

and other evidence of the authority to so execute this Agreement on behalf of the respective parties.

I. Merger; Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than those that are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

J. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that any party hereunder does not have the power to perform any such provision, such provision shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the applicable party from performance under such invalid provision of this Agreement; provided, however, if the judgment or decree relieves the Village of its monetary obligations under this Agreement, then Developer will be relieved of their monetary and reporting requirements hereunder.

K. Force Majeure. For the purposes of this Agreement, *force majeure* is defined as any event arising from causes beyond the reasonable control of a Developer, or of any entity controlled by a Developer, including but not limited to their contractors, subcontractors, tenants and assigns, which delays or prevents performance of any obligation under this Agreement despite such Developer's commercially reasonable efforts to fulfill the obligation, including without limitation adverse weather conditions, delays in obtaining permits, strikes, unavailability of materials and acts of God. *Force majeure* does not include financial inability to complete the work, an increase in the cost of performance, or the inability of a Developer to obtain a tenant, purchaser or user for any portion of the Subject Property.

L. Expiration and Termination. Upon payment in full of the amount set forth in Section 4 above, or upon the expiration of term set forth in Section 7 above, this Agreement shall terminate.

M. Recording of Agreement. This Agreement or a Memorandum hereof may be recorded with the Office of the Recorder of Kane County, Illinois, at the expense of Developer.

N. Execution of Agreement. This Agreement shall be signed last by the Village and the Village President shall affix the date on which he signed this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement. This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

--- Signature Page next follows this page ---

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first above written.

VILLAGE OF HAMPSHIRE,
an Illinois Municipal Corporation

By: _____
Jeffrey R. Magnussen
Village President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

THORNTONS OIL COMPANY

By: _____

Its _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT B
WAIVER AND CONSENT

The parties acknowledge and agree:

- A. IDOR may disclose information concerning the payment and receipt of the Retailers Occupation Tax ("sales taxes") pursuant to The Retailers Occupation Tax Act (the "Act"), and 35 ILCS 120-11; and
- B. The Village of Hampshire has entered into a confidentiality agreement with IDOR for the disclosure of such information as provided in the Act; and
- C. IDOR provides and will continue to provide information to the Village regarding sales taxes as provided in the Act; and
- D. Any use or disclosure of such information by the Village must specifically and only be related to an "official purpose" of the Village; and
- E. The parties are entering into an Economic Incentive Agreement (the "Agreement") for rebate of a portion of the sales taxes paid by the Developer identified therein and received by the Village; and
- F. Payment by the Village of any sum due to Developer under the Agreement will be an "official purpose" of the Village upon execution and delivery of the Agreement; and
- G. Approval and authorization of the payments due to Developer under the Agreement will necessarily divulge information related to the payment and receipt of sales taxes from them.

And, having considered the above recitals,

- 1. Developer hereby waives any and all objection to the disclosure of information related to their respective payment of sales taxes in the State of Illinois and receipt thereof by the Village, insofar as such disclosure may relate to any and all payments due under the terms and provisions of the Agreement.
- 2. Developer acknowledges and agrees that such information may be subject to disclosure under the Illinois Freedom of Information Act, once divulged in relation to the Agreement, notwithstanding the provisions of the Act.
- 3. Except as related to a payment due under the Agreement, or as may be required under the Illinois Freedom of Information Act, the Village will not divulge information concerning the payment of sales taxes by Developer or receipt of same by the Village.

Dated: _____

THORNTONS OIL COMPANY

By: _____

Its _____

SUBSCRIBED AND SWORN TO before me this
_____ day of _____, 2019.

NOTARY PUBLIC