

**VILLAGE OF FRANKLIN PARK  
 PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY  
 FOR PASSAGE AT THE VILLAGE BOARD MEETING OF  
 09/07/21**

<b><u>Payroll Ending</u></b>	<b><u>8/14/2021</u></b>	<b><u>8/28/2021</u></b>	<b><u>TOTALS</u></b>
Village Portion of Social Security	9,985.52	13,252.80	
Village Portion of Medicare	7,151.56	7,740.88	
Prior Month Village Portion of IMRF		21,223.15	
Net Payroll	<u>442,213.44</u>	<u>482,222.03</u>	
<b>Total Payroll Expense</b>	<b>459,350.52</b>	<b>524,438.86</b>	<b>\$ 983,789.38</b>
<b><u>Manual Checks &amp; Wires</u></b>			
Manual Checks			<b>\$ 68,544.48</b>
<b><u>ACH Debits</u></b>			
Health Insurance Premium		268,935.15	
City of Chicago (Water Payment)		<u>217,746.88</u>	
<b>Total ACH Debits</b>			<b>\$ 486,682.03</b>
<b>Payable Vouchers</b>			
Payable Voucher 09-10-21		<u>825,990.13</u>	
<b>Total Payable Vouchers</b>			<b>\$ <u>825,990.13</u></b>
<b>Grand Total Payments</b>			<b>\$ 2,365,006.02</b>

# Accounts Payable

## Computer Check Proof List by Vendor

User: Payroll  
 Printed: 09/02/2021 - 11:35AM  
 Batch: 00210.09.2021



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 5029 07262021	3D BRICK PAVING Installation of new base	600.00	09/10/2021	10-90-62600	ACH Enabled: False
	Check Total:	600.00			
Vendor: 5071 01152021 05242021 06182021	7-ELEVEN Prisoner meals 1/2/21-1/15/21 Prisoner meals 5/5/21-5/24/21 Prisoner meals 5/24/21-6/18/21	65.17 158.08 73.75	09/10/2021 09/10/2021 09/10/2021	10-20-60620 10-20-60620 10-20-60620	ACH Enabled: False
	Check Total:	297.00			
Vendor: 2615 3740	A.W.E.S.O.M.E. PEST SERVICE INC. Exterminating services August 2021	510.00	09/10/2021	10-60-62460	ACH Enabled: False
	Check Total:	510.00			
Vendor: 1259 133106/1 133226/1 133359/1	ACE HARDWARE - FIRE Extension cord Valve ceramic Hose nozzle	6.99 28.99 15.18	09/10/2021 09/10/2021 09/10/2021	10-30-62040 10-30-62040 10-30-62040	ACH Enabled: False
	Check Total:	51.16			
Vendor: 4590 3013133540Aug 3013133551Aug	AEP ENERGY 3010 Mannheim 3013133540 7/2/21-8/3/21 0 N Belmont 3013133551 7/7/21-8/5/21	19,010.36 413.15	09/10/2021 09/10/2021	19-01-62330 10-50-62330	ACH Enabled: False
	Check Total:	19,423.51			
Vendor: 3050 171974	AIR ONE EQUIPMENT, INC. Gear dryer repair	205.00	09/10/2021	10-30-62050	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
172131	AFFF foam	780.00	09/10/2021	10-30-80570	
	Check Total:	985.00			
Vendor: 3576	AIRGAS USA, LLC			Check Sequence: 7	ACH Enabled: False
9978976064	Cylinder rental	27.86	09/10/2021	10-90-62600	
9979719983	Cylinder rental	27.86	09/10/2021	10-90-62600	
9980484769	Cylinder rental	27.86	09/10/2021	10-90-62600	
9981159153	Cylinder rental- annual lease renewal	476.14	09/10/2021	10-90-62600	
9981221257	Cylinder rental	27.86	09/10/2021	10-90-62600	
	Check Total:	587.58			
Vendor: 0013	ALLIED ASPHALT PAVING CO.			Check Sequence: 8	ACH Enabled: False
236604	N50 D Surface	355.54	09/10/2021	10-90-62600	
236803	N50 D Surface	474.44	09/10/2021	10-90-62600	
237005	N50 D Surface	245.34	09/10/2021	10-90-62600	
	Check Total:	1,075.32			
Vendor: 1941	ALTORFER INDUSTRIES CAT			Check Sequence: 9	ACH Enabled: False
P6AC0012133	Element AS, element SEC, filters, element fuel	235.52	09/10/2021	08-01-50090	
	Check Total:	235.52			
Vendor: 5347	ARAMARK			Check Sequence: 10	ACH Enabled: False
602000149170	Carpet service	130.26	09/10/2021	10-20-52600	
602000149189	Carpet service	149.26	09/10/2021	10-13-52600	
	Check Total:	279.52			
Vendor: 5242	AT&T			Check Sequence: 11	ACH Enabled: False
847288012608	Fire Station 1 Outside Phone - July	51.01	09/10/2021	10-02-51200	
847671155608	Alarm Circuits and Multiple Single Lines for Aug	1,488.45	09/10/2021	10-02-51200	
	Check Total:	1,539.46			
Vendor: 0717	AT&T LONG DISTANCE			Check Sequence: 12	ACH Enabled: False
850021744Aug	Long Distance for July	52.27	09/10/2021	10-02-51200	
	Check Total:	52.27			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 5074	BLUDERS TREE SERVICE			Check Sequence: 13	ACH Enabled: False
7237	Emergency storm damage tree trimming	1,375.00	09/10/2021	10-90-62730	
999	Tree removals and stumps	12,850.00	09/10/2021	10-90-62730	
	Check Total:	14,225.00			
Vendor: 3327	BUCKEYE POWER SALES CO. INC			Check Sequence: 14	ACH Enabled: False
PSV247910	Generator repair - station 2	715.75	09/10/2021	10-30-62050	
PSV250309	Generator repair - station 2	692.75	09/10/2021	10-30-62050	
	Check Total:	1,408.50			
Vendor: UB*00608	JUSTYNA KAPUSTKA & NOEL BUENO			Check Sequence: 15	ACH Enabled: False
	Refund Check 024757-000, 9915	476.15	08/25/2021	34-00-20100	
	HERRICK				
	Refund Check 024757-000, 9915	262.70	08/25/2021	34-00-20100	
	HERRICK				
	Check Total:	738.85			
Vendor: 3470	BUILDING AND CODE CONSULTANT'S INC			Check Sequence: 16	ACH Enabled: False
VFP2021-007	2155 Rose - Ammonia refrigeration system build out	725.00	09/10/2021	10-13-52930	
	Check Total:	725.00			
Vendor: 3378	BYRNE SOFTWARE TECHNOLOGIES INC			Check Sequence: 17	ACH Enabled: False
0092696	Professional Services on Accela Land Mgmt - August	675.00	09/10/2021	10-02-81000	
0092788	Professional Services on Accela Land Mgmt - August	270.00	09/10/2021	10-02-81000	
	Check Total:	945.00			
Vendor: 3501	CAMIROS, LTD.			Check Sequence: 18	ACH Enabled: False
0021348-IN	Professional services for zoning code rewrite	2,726.00	09/10/2021	10-12-50550	
	Check Total:	2,726.00			
Vendor: 2389	CARRERA LANDSCAPING			Check Sequence: 19	ACH Enabled: False
08092021	Vacant and foreclosure grass cutting	300.00	09/10/2021	10-13-53000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	300.00			
Vendor: 1895	CDW GOVERNMENT, INC.			Check Sequence: 20	ACH Enabled: False
H679839	Client machines for FD cameras	547.62	09/10/2021	10-02-80000	
H981797	Printer for PW	164.89	09/10/2021	10-02-50700	
J046397	Memory for laptop for PW	45.12	09/10/2021	10-02-80000	
J079633	Laptop for PW	791.00	09/10/2021	10-02-80000	
J207527	Access Point for Fire Dept 2	131.96	09/10/2021	10-02-50700	
	Check Total:	1,680.59			
Vendor: 2929	CHICAGO TRIBUNE MEDIA GROUP			Check Sequence: 21	ACH Enabled: False
039836697000	Notice of public hearing (ZBA 21-11) Order #6993644	33.74	09/10/2021	10-12-53170	
	Check Total:	33.74			
Vendor: 0968	CHRISTOPHER B. BURKE ENGINEERING, I			Check Sequence: 22	ACH Enabled: False
168550	Industrial Park Improvements (East Work)	5,654.60	09/10/2021	34-02-82800	
	Check Total:	5,654.60			
Vendor: 0042	CINTAS CORPORATION			Check Sequence: 23	ACH Enabled: False
5072789390	Restock 1st Aid Kit August 2021	100.89	09/10/2021	10-60-60200	
	Check Total:	100.89			
Vendor: 5656	CITY OF AURORA			Check Sequence: 24	ACH Enabled: False
214653	Water production lab test, July 2021	252.00	09/10/2021	34-01-62850	
	Check Total:	252.00			
Vendor: 2783	CJC Auto Parts			Check Sequence: 25	ACH Enabled: False
513907	Brake repair parts - unit 881	142.77	09/10/2021	08-01-50020	
514081	Switch assy. - unit 202	104.00	09/10/2021	08-01-50090	
514184	Cartridge - unit 888	7.90	09/10/2021	08-01-50020	
514337	Filter - unit 891	11.83	09/10/2021	08-01-50020	
	Check Total:	266.50			
Vendor: 1420	CLARK DIETZ, INC.			Check Sequence: 26	ACH Enabled: False
431909	MWRD Permit Revision Reuter Pond-F0140820 6/26/21-7/30/21	5,370.00	09/10/2021	34-01-89200	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
431910	Capital Asset Management Plan Update-F0140830 6/26/21-7/30/21	90.83	09/10/2021	34-01-82800	
431910	Capital Asset Management Plan Update-F0140830 6/26/21-7/30/21	90.83	09/10/2021	34-02-82800	
431910	Capital Asset Management Plan Update-F0140830 6/26/21-7/30/21	90.84	09/10/2021	10-90-82800	
	Check Total:	5,642.50			
Vendor: 3643 128537204	COMCAST Dedicated Internet and Network Services - August	7,603.44	09/10/2021	10-02-51200	ACH Enabled: False
	Check Total:	7,603.44			
Vendor: 3648 0168083Aug	COMCAST Internet for PD - Aug	168.35	09/10/2021	10-02-51200	ACH Enabled: False
	Check Total:	168.35			
Vendor: 5257 0188785006Aug 0702160012Aug	COMED 00WS Wolf Rd 0188785006 7/8/21-8/6/21 3200 N. Mannheim 0702160012 7/14/21-8/12/21	33.45 34.25	09/10/2021 09/10/2021	10-50-62330 10-50-62330	ACH Enabled: False
0843085325Aug 1862148017Aug 3893073029Aug	11230 Addison 0843085325 7/8/21-8/6/21 2709 Scott 1862148017 7/8/21-8/6/21 3900 Mannheim 3893073029 7/7/21-8/5/21	200.40 195.96 22.22	09/10/2021 09/10/2021 09/10/2021	34-02-62800 34-02-62800 10-50-62330	
5396076006Aug 5648695019Aug 5732676117Aug 5903506002Aug 8781136050Aug	3200 Sarah 5396076006 7/14/21-8/12/21 9380 Chestnut 5648695019 7/7/21-8/5/21 9800 Franklin 5732676117 7/7/21-8/5/21 2599 Scott 5903506002 7/8/21-8/6/21 10699 Waveland 8781136050 7/7/21-8/5/21	236.65 65.48 204.57 120.66 58.70	09/10/2021 09/10/2021 09/10/2021 09/10/2021 09/10/2021	10-50-62330 10-50-62330 10-50-62330 10-50-62330 10-50-62330	
	Check Total:	1,172.34			
Vendor: 0521 1110144332	COMMERCIAL TIRE SERVICE Backjoe tires, dismount mount, disposal fee	1,021.50	09/10/2021	08-01-50034	ACH Enabled: False
1110144467	Truck tire, dismount mount, disposal fee	489.70	09/10/2021	08-01-50034	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,511.20			
Vendor: 8225	CONSTELLATION NEWENERGY, INC			Check Sequence: 31	ACH Enabled: False
60206039101	11400 Copenhagen 7603147072	102.93	09/10/2021	34-02-62800	
	6/30/21-7/30/21				
60206051001	10800/ 11000 King 0046077025	3,126.86	09/10/2021	34-01-62800	
	6/30/21-7/30/21				
60206077601	2401 Scott 0217099011 6/30/21-7/30/21	46.45	09/10/2021	10-50-62330	
60206081001	129 W Manor 0263010000	122.50	09/10/2021	34-01-62800	
	6/30/21-7/30/21				
60248880401	9364 Franklin 5732152069 7/7/21-8/5/21	46.42	09/10/2021	10-50-62330	
60249060301	9400 Grand 3195005070 7/7/21-8/5/21	155.77	09/10/2021	10-50-62330	
60265380201	8 Countyline 0473120026 7/8/21-8/6/21	403.31	09/10/2021	34-01-62800	
60265548701	11201 Taft 1047039057 7/8/21-8/6/21	31.74	09/10/2021	34-02-62800	
60276366201	0 17th Ave 0474092012 7/9/21-8/9/21	45.18	09/10/2021	34-02-62800	
60310797201	9540 Addison 1513111004	43.63	09/10/2021	10-50-62330	
	7/14/21-8/12/21				
60310857801	9229 Grand 5228689026 7/14/21-8/12/21	206.25	09/10/2021	34-02-62800	
	Check Total:	4,331.04			
Vendor: 3302	CORE & MAIN LP			Check Sequence: 32	ACH Enabled: False
P340066	PVC pipes	1,203.44	09/10/2021	34-02-63070	
	Check Total:	1,203.44			
Vendor: 1337	CORPORATE BUSINESS CARDS, LTD			Check Sequence: 33	ACH Enabled: False
312576	No parking signs	396.00	09/10/2021	10-90-62600	
312664	August newsletter	2,329.96	09/10/2021	10-01-51880	
312752	Business cards	77.51	09/10/2021	10-60-50400	
	Check Total:	2,803.47			
Vendor: 0872	CURRIE MOTORS CHEVROLET, INC			Check Sequence: 34	ACH Enabled: False
337704	Repair air bag in electric vehicle	596.37	09/10/2021	10-13-80300	
	Check Total:	596.37			
Vendor: 1464	D&P CONSTRUCTION CO., INC.			Check Sequence: 35	ACH Enabled: False
0000349034	Switches, environmental recovery fee	956.00	09/10/2021	09-01-64000	
092388	07/27/21 Street sweepings	1,100.00	09/10/2021	09-01-64000	
092389	07/28/21 Street sweepings	1,000.00	09/10/2021	09-01-64000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
092395	08/05/21 Street sweepings	1,100.00	09/10/2021	09-01-64000	
092397	08/09/21 Street sweepings	1,000.00	09/10/2021	09-01-64000	
	Check Total:	5,156.00			
Vendor: 3065	DON'S SEALCOATING			Check Sequence: 36	ACH Enabled: False
081821	Train station Belmont 2S sealcoating services	3,450.00	09/10/2021	41-01-63210	
081821	9757 Pacific- parking lot	3,850.00	09/10/2021	10-90-62600	
08192021	Parking lot between Rose and Edgington against RR tracks	1,390.00	09/10/2021	10-90-62600	
	Check Total:	8,690.00			
Vendor: 1755	E. HOFFMAN, INC.			Check Sequence: 37	ACH Enabled: False
30647	Mixed load spoils hauled out	4,920.00	09/10/2021	34-01-62860	
30659	Mixed load spoils hauled out	820.00	09/10/2021	34-01-62860	
30671	Mixed load spoils hauled out	1,640.00	09/10/2021	34-01-62860	
	Check Total:	7,380.00			
Vendor: 2570	EMERGENCY MEDICAL PRODUCTS, INC.			Check Sequence: 38	ACH Enabled: False
2275318	EMS supplies	595.29	09/10/2021	10-30-82080	
	Check Total:	595.29			
Vendor: 4788	FERGUSON WATERWORKS #2516			Check Sequence: 39	ACH Enabled: False
0402258	Gaskets	200.04	09/10/2021	34-01-62835	
	Check Total:	200.04			
Vendor: 0081	FRANKLIN PARK PLUMBING CO., INC.			Check Sequence: 40	ACH Enabled: False
13311	Excavate and remove rodder cable, patch man hole	5,869.00	09/10/2021	34-02-63070	
13324	Replace north side 12" meter	5,472.00	09/10/2021	34-01-62860	
13325	Replace south side meter at Belmont and Des Plaines River	5,013.00	09/10/2021	34-01-62860	
13326	Supply and install with new tap to main - fire hydrant	9,430.00	09/10/2021	34-01-62860	
13327	Sewer repair of main sewer	5,954.00	09/10/2021	34-02-63070	
13328	Excavation and install of sewer service - 2850 Elder	10,944.00	09/10/2021	34-01-62860	
13331	Sink hold replace 9" - 12" sanitary	5,468.00	09/10/2021	34-02-63070	



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
13332	Repair water main leak, install sleeve on main	6,024.00	09/10/2021	34-01-62860	
13333	Excavate and replace water main	6,399.00	09/10/2021	34-01-62860	
13334	Excavate & remove steel rod, replace section of sewer main	6,195.00	09/10/2021	34-02-63070	
13335	Replace fire hydrant	5,855.00	09/10/2021	34-01-62860	
	Check Total:	72,623.00			
Vendor: 4885	FREEDOM HEATING & COOLING, INC.			Check Sequence: 41	ACH Enabled: False
13331189	Service call for gas valve and unit - 2520 Nona	89.00	09/10/2021	34-01-50940	
13649653	Service call for condensation drain clog	274.00	09/10/2021	10-13-52600	
	Check Total:	363.00			
Vendor: 6062	GBJ SALES, LLC			Check Sequence: 42	ACH Enabled: False
3901	Metal parts protector, cleaning supplies	838.40	09/10/2021	34-02-52200	
	Check Total:	838.40			
Vendor: 4441	GE DIGITAL LLC			Check Sequence: 43	ACH Enabled: False
08302021	VOFP support/ 2021 contract renewal	1,944.00	09/10/2021	34-01-62860	
	Check Total:	1,944.00			
Vendor: 0455	PAT GODZISZEWSKI			Check Sequence: 44	ACH Enabled: False
081321	Relieving of areas throughout walkway	264.00	09/10/2021	10-90-62600	
	Check Total:	264.00			
Vendor: 5200	GRAINGER			Check Sequence: 45	ACH Enabled: False
9004078433	Pallet jack	435.80	09/10/2021	10-90-82630	
9005203493	Merchant coupling, fire hose adapter	175.32	09/10/2021	34-02-62070	
9012341625	Rope ring	22.92	09/10/2021	10-90-82630	
9017164071	Rope ring	22.92	09/10/2021	10-90-62070	
9022131487	Retrieving tool	16.78	09/10/2021	34-01-62070	
	Check Total:	673.74			
Vendor: 5604	GUARDIAN			Check Sequence: 46	ACH Enabled: False
468861Aug	Dental HMO, PPO & Voluntary Vision Plan Sept 2021	19,828.67	09/10/2021	10-52-62390	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	19,828.67			
Vendor: 4516 2108312	GW & ASSOCIATES, PC Payroll processing - July 2021	3,600.00	09/10/2021	Check Sequence: 47 10-60-51900	ACH Enabled: False
	Check Total:	3,600.00			
Vendor: 1555 37057	H&H ELECTRIC COMPANY Traffic signal contract maint various locations	1,092.03	09/10/2021	Check Sequence: 48 10-50-62340	ACH Enabled: False
37149	Street lighting and traffic signal maint Martens St & Grand Ave	155.50	09/10/2021	10-50-62340	
37150	Street lighting and traffic signal maint 25th & Fullerton	119.00	09/10/2021	10-50-62340	
37151	Traffic signal contract maint various locations	682.10	09/10/2021	10-50-62340	
37152	Traffic signal contract maint various locations	500.61	09/10/2021	10-50-62340	
37153	Street lighting and traffic signal maint Grand Ave & 25th St	168.54	09/10/2021	10-90-62690	
37154	Traffic signal contract maint various locations	517.50	09/10/2021	10-50-62340	
37155	Street light and traffic signal maint Grand Ave & Scott St	8,670.90	09/10/2021	10-90-62690	
37156	Street lighting and traffic signal maint various locations	680.68	09/10/2021	10-90-62690	
37186	Traffic signal contract maint - materials	18.83	09/10/2021	10-50-62340	
	Check Total:	12,605.69			
Vendor: 0234 000020211514	HAMPTON, LENZINI, & RENWICK, INC. Franklin Park Native Area Maint 2021-23	2,200.00	09/10/2021	Check Sequence: 49 34-02-63070	ACH Enabled: False
	Check Total:	2,200.00			
Vendor: 1026 3750-1	HARPOS V.I.P AUTOPARTS Oil filter - unit 201	25.95	09/10/2021	Check Sequence: 50 08-01-50090	ACH Enabled: False
3768-1	Blower motor - unit 873	168.83	09/10/2021	08-01-50020	
3776-1	Relay - unit 875	38.55	09/10/2021	08-01-50020	
3777-1	Safety plug - unit 873	29.50	09/10/2021	08-01-50020	
3785-1	Air filter - unit 896	15.50	09/10/2021	08-01-50020	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
3814-1	Oil filter - unit 896	6.99	09/10/2021	08-01-50020	
3864	Alternator - unit 877	313.00	09/10/2021	08-01-50020	
3867	credit	-125.00	09/10/2021	08-01-50020	
3885	Oil filter - unit 882	6.99	09/10/2021	08-01-50020	
3886	Oil filter - unit 882	20.97	09/10/2021	08-01-50020	
3893	PM filters- skid steer #1	192.41	09/10/2021	08-01-50034	
3921	Battery - John deere gator	74.00	09/10/2021	08-01-50034	
3925	Credit	-25.00	09/10/2021	08-01-50034	
	Check Total:	742.69			
Vendor: 4577	SAM HERNANDEZ			Check Sequence: 51	ACH Enabled: False
08172021	Tuition reimbursement	1,050.00	09/10/2021	10-20-52000	
	Check Total:	1,050.00			
Vendor: 1817	HR SIMPLIFIED			Check Sequence: 52	ACH Enabled: False
71468	COBRA notices, initial notices (July2021), monthly fee (Aug)	100.00	09/10/2021	10-60-51950	
	Check Total:	100.00			
Vendor: 2586	HS&E Compliance Resources			Check Sequence: 53	ACH Enabled: False
17141AA	FP risk and resiliency installment retainer fee	1,882.70	09/10/2021	34-01-62860	
	Check Total:	1,882.70			
Vendor: 6071	ILLINOIS COMMUNICATION SALES, INC			Check Sequence: 54	ACH Enabled: False
101015835-1	Digital & FM analog mobiles, antennas, mirror mount brackets	3,555.88	09/10/2021	10-90-82630	
101015836-1	Mirror mount brackets	93.50	09/10/2021	10-90-82630	
	Check Total:	3,649.38			
Vendor: 5327	INDUSTRIAL & WHOLESALE LUMBER			Check Sequence: 55	ACH Enabled: False
271399	Lumber, caulk, spraypaint	275.96	09/10/2021	10-90-62600	
	Check Total:	275.96			
Vendor: 4323	J & L Engraving			Check Sequence: 56	ACH Enabled: False
2918	Passport tags	59.25	09/10/2021	10-30-62180	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	59.25			
Vendor: 1209 INV-0058	JANET G MARTINEZ August 2021 newsletter - Spanish translation	198.00	09/10/2021	10-01-51880	ACH Enabled: False
	Check Total:	198.00			
Vendor: UB*00607	JANET GRON Refund Check 028428-000, 9220 PARKLANE Refund Check 028428-000, 9220 PARKLANE	58.47 32.35	08/17/2021 08/17/2021	34-00-20100 34-00-20100	ACH Enabled: False
	Check Total:	90.82			
Vendor: 0470 4346	JET BRITE CAR WASH, INC. Police vehicle washes July 2021	108.00	09/10/2021	10-20-50300	ACH Enabled: False
	Check Total:	108.00			
Vendor: 1534 203254 203314	JKS VENTURES, INC. Limestone, delivery charge Logs, environmental fee	4,431.25 82.00	09/10/2021 09/10/2021	09-01-64000 09-01-64000	ACH Enabled: False
	Check Total:	4,513.25			
Vendor: 0041	JOSEPH MCLOUGHLIN				ACH Enabled: False
1729July2021	Landscaping	2,700.00	09/10/2021	10-90-86000	
1729July2021	Landscaping	2,300.00	09/10/2021	10-90-62600	
1729July2021	Landscaping	2,800.00	09/10/2021	34-02-63070	
1729July2021	Landscaping	1,060.00	09/10/2021	34-01-62900	
1729July2021	Landscaping	3,035.00	09/10/2021	34-02-63070	
1729July2021	Landscaping	2,800.00	09/10/2021	34-02-63070	
1729July2021	Landscaping	2,275.00	09/10/2021	34-01-62900	
1729July2021	Landscaping	3,000.00	09/10/2021	34-02-63070	
1853July2021	Landscaping	1,775.00	09/10/2021	10-90-86000	
1853July2021	Landscaping	375.00	09/10/2021	10-90-69590	
1853July2021	Landscaping	250.00	09/10/2021	10-13-52600	
1853July2021	Landscaping	125.00	09/10/2021	10-90-88880	
1853July2021	Landscaping	600.00	09/10/2021	41-01-63210	
1853July2021	Landscaping	450.00	09/10/2021	10-90-87610	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1853July2021	Landscaping	750.00	09/10/2021	10-90-62600	
1853July2021	Landscaping	250.00	09/10/2021	10-90-88880	
1853July2021	Landscaping	800.00	09/10/2021	10-90-62600	
1853July2021	Landscaping	1,500.00	09/10/2021	10-90-62600	
1853July2021	Landscaping	275.00	09/10/2021	10-90-62600	
	Check Total:	27,120.00			
Vendor: 4545	KCS COMPUTER TECHNOLOGY			Check Sequence: 62	ACH Enabled: False
14702	SCADA services	1,898.50	09/10/2021	34-01-88908	
14703	Consulting services July	455.00	09/10/2021	10-02-51150	
14703	Proofpoint spam filter July	294.00	09/10/2021	10-02-54200	
14703	GFI AV server and monitoring July	1,240.25	09/10/2021	10-02-54200	
14703	Online back of servers July	550.00	09/10/2021	10-02-55040	
14703	Solarwind Anti-virus July	96.00	09/10/2021	10-02-55040	
14703	SentinelOne server security July	128.00	09/10/2021	10-02-55040	
14703	Milestone camera work July	975.00	09/10/2021	10-02-55050	
14703	Server equipment July	191.00	09/10/2021	10-02-80100	
	Check Total:	5,827.75			
Vendor: 0370	KODA AUTO ELECTRONICS			Check Sequence: 63	ACH Enabled: False
3346	Lights installation and parts - unit 484	1,689.00	09/10/2021	10-30-50110	
	Check Total:	1,689.00			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 64	ACH Enabled: False
4333	Sawcutting, remove & replace reinforced street opening	5,620.00	09/10/2021	34-01-62860	
4334	Sawcutting, remove & replace reinforced combination sewer	3,570.00	09/10/2021	34-02-63070	
4337	Sawcutting, remove & replace reinforced curb & street opening	4,685.00	09/10/2021	34-01-62860	
4338	Sawcutting, remove & replace reinforced street opening	1,720.00	09/10/2021	34-01-62860	
4339	Sawcutting, remove & replace reinforced street drain	2,850.00	09/10/2021	34-02-63070	
4341	Sawcutting, remove & replace reinforced curb and openings	5,540.00	09/10/2021	34-01-62860	
	Check Total:	23,985.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 4408 A-8892	KUUSAKOSKI US LLC E-recycling	1,170.18	09/10/2021	Check Sequence: 65 09-01-64000	ACH Enabled: False
	Check Total:	1,170.18			
Vendor: 5590 8720	LARRY'S PLUMBING & ELECTRICAL GENI Hot water heater replacement	3,346.00	09/10/2021	Check Sequence: 66 10-30-62050	ACH Enabled: False
	Check Total:	3,346.00			
Vendor: 0937 58008	LAUTERBACH & AMEN, LLP Prof srvc for actuarial report for Tax Levy Police Pension	2,940.00	09/10/2021	Check Sequence: 67 10-33-52400	ACH Enabled: False
	Check Total:	2,940.00			
Vendor: 1507 07162021 07162021	LAWRENCE ANDOLINO Adjudication June and July 2021 Adjudication June and July 2021	3,000.00 3,000.00	09/10/2021 09/10/2021	Check Sequence: 68 10-20-40515 10-13-40515	ACH Enabled: False
	Check Total:	6,000.00			
Vendor: 0947 08012021 08152021	MAREN RONAN, LTD Lobbyist services, July 2021 Lobbyist services, August 2021	6,000.00 6,000.00	09/10/2021 09/10/2021	Check Sequence: 69 10-12-67560 10-12-67560	ACH Enabled: False
	Check Total:	12,000.00			
Vendor: 2110 5725	MAZZINI-VERDI CLUB For sewer repair in parkway	4,925.00	09/10/2021	Check Sequence: 70 34-02-63070	ACH Enabled: False
	Check Total:	4,925.00			
Vendor: 3517 2072	MENARD CONSULTING, INC GASB 75 actuarial valuation for FY21	2,800.00	09/10/2021	Check Sequence: 71 10-33-52400	ACH Enabled: False
	Check Total:	2,800.00			
Vendor: 0131 90046 92103 92279	MENARDS MELROSE PARK Shims, contractor bundles, staples, fans Air conditioner Paint pens, mini markers, hacksaw, straight edge alum	66.04 499.99 71.23	09/10/2021 09/10/2021 09/10/2021	Check Sequence: 72 10-90-62590 34-01-62590 10-90-62590	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	637.26			
Vendor: 3125 08022021	METRO MORTUARY TRANSPORT, INC. Body removal July 2021	760.00	09/10/2021	10-20-62170	ACH Enabled: False
	Check Total:	760.00			
Vendor: 2046 191718A	MID AMERICAN WATER, INC. Comp. curb stop, valve box	2,110.40	09/10/2021	34-01-62860	ACH Enabled: False
	Check Total:	2,110.40			
Vendor: 0129 216271	MURPHY'S CONTRACTORS EQUIPMENT Bolt, spring, washer	14.43	09/10/2021	10-90-62780	ACH Enabled: False
	Check Total:	14.43			
Vendor: 4521 83226800007July	NICOR 10920 King 83226800007 6/29/21-7/29/21	41.22	09/10/2021	34-01-62940	ACH Enabled: False
	Check Total:	41.22			
Vendor: 2249 219414695	ORKIN Weekly service 8/10/21	387.90	09/10/2021	10-60-62460	ACH Enabled: False
	Check Total:	387.90			
Vendor: 2250 169128 169321	ORLANDO AUTO TOP INC Windshield retainer Replace door glass #895	135.00 390.00	09/10/2021 09/10/2021	08-01-50020 10-20-50300	ACH Enabled: False
	Check Total:	525.00			
Vendor: 3996 2021-174	PARAMOUNT INSTALLERS LLC Provide maintenance srvc to existing building	3,475.00	09/10/2021	10-90-62600	ACH Enabled: False
	Check Total:	3,475.00			
Vendor: 7774 4219077	PHYSICIANS IMMEDIATE CARE - CHICAGO New employee physicals, DOT exam	1,420.00	09/10/2021	10-52-53000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,420.00			
Vendor: 5060 1018793901	PITNEY BOWES INC Ink and tape strips for postage machine	169.56	09/10/2021	10-01-50930	Check Sequence: 81 ACH Enabled: False
	Check Total:	169.56			
Vendor: 4235 08182021 08182021	PITNEY BOWES PURCHASE POWER Postage Postage	1,985.00 2,000.00	09/10/2021 09/10/2021	10-01-51500 34-01-51500	Check Sequence: 82 ACH Enabled: False
	Check Total:	3,985.00			
Vendor: 5340 15813	RC COMMUNIATIONS Battery replacement installation and service	550.00	09/10/2021	10-02-51150	Check Sequence: 83 ACH Enabled: False
15814	Batteries	252.00	09/10/2021	10-02-50700	
	Check Total:	802.00			
Vendor: 4552 0551-015231442	REPUBLIC SERVICES #551 Scavenger srvc, August 2021	136,154.18	09/10/2021	09-01-64010	Check Sequence: 84 ACH Enabled: False
	Check Total:	136,154.18			
Vendor: 3621 6472	REY'S LANDSCAPING Tree cutting and trimming	1,850.00	09/10/2021	10-90-62760	Check Sequence: 85 ACH Enabled: False
	Check Total:	1,850.00			
Vendor: UB*00606	PAUL AND GAIL RIDING Refund Check 009322-000, 2549 ERNST Refund Check 009322-000, 2549 ERNST	545.75 318.27	08/17/2021 08/17/2021	34-00-20100 34-00-20100	Check Sequence: 86 ACH Enabled: False
	Check Total:	864.02			
Vendor: 0967 120571 FOCS177142	ROESCH FORD Shift tube #62 Check radiator for leak #201	41.46 81.38	09/10/2021 09/10/2021	08-01-50034 10-90-50100	Check Sequence: 87 ACH Enabled: False
	Check Total:	122.84			
Vendor: 2419	RUSSO'S POWER EQUIPMENT				Check Sequence: 88 ACH Enabled: False



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
SPI10792733	Chain loop	167.94	09/10/2021	10-90-62070	
	Check Total:	167.94			
Vendor: 5529	SEAWAY SUPPLY			Check Sequence: 89	ACH Enabled: False
170731	Cleaning supplies	219.10	09/10/2021	10-20-52600	
171648	Cleaning supplies	300.99	09/10/2021	10-20-52600	
	Check Total:	520.09			
Vendor: 1630	SHERMAN MECHANICAL			Check Sequence: 90	ACH Enabled: False
J014678	Install tune up kits, repair venting system, exhaust manifold	12,198.00	09/10/2021	10-20-52600	
J014679	Replace fan assembly on chiller	2,647.00	09/10/2021	10-20-52600	
	Check Total:	14,845.00			
Vendor: 3739	SMG SECURITY SYSTEMS, INC.			Check Sequence: 91	ACH Enabled: False
107259	Service call for clerk's door	230.00	09/10/2021	10-13-52600	
	Check Total:	230.00			
Vendor: 3336	SMITH LASALLE			Check Sequence: 92	ACH Enabled: False
375.20.8	Martens sanitary sewer	620.00	09/10/2021	34-02-89103	
394.20.7	3019 Rose St parking lot	3,371.50	09/10/2021	65-10-83000	
406.20.14	Reuter Phase 3 & 4 construction engineering	19,642.50	09/10/2021	34-01-89200	
413.20.10	VOFP Quiet zone safety measures	300.00	09/10/2021	65-10-53000	
449.20.6	VOFP 2021 improvements	830.00	09/10/2021	61-01-82800	
450.20.6	VOFP 2021 sewer lining program	1,909.00	09/10/2021	34-02-83191	
469.21.7	10500 Grand Ave redevelopment	17,087.00	09/10/2021	22-01-64000	
472.21.6	VOFP Franklin Ave Phase III engineering	14,235.00	09/10/2021	65-10-82820	
500.20.4	Village engineering/ PW mgmt srvc	11,754.50	09/10/2021	10-90-82800	
500.20.4	Village engineering/ PW mgmt srvc	23,509.00	09/10/2021	34-01-82800	
500.20.4	Village engineering/ PW mgmt srvc	23,509.00	09/10/2021	34-02-82800	
500.20.4	Village engineering/ PW mgmt srvc	675.00	09/10/2021	10-90-62955	
505.21.4	Utilities GIS services	2,762.50	09/10/2021	34-01-62870	
505.21.4	Utilities GIS services	2,762.50	09/10/2021	34-02-62870	
505.21.4	Utilities GIS services	2,170.00	09/10/2021	10-90-82800	
507.21.4	VOFP Pacific Ave green infrastructure	3,492.50	09/10/2021	34-02-89108	
518.21.4	50/50 sidewalk replacement program	8,960.00	09/10/2021	34-01-69050	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	137,590.00			
Vendor: 3223	STATE INDUSTRIAL PRODUCTS			Check Sequence: 93	ACH Enabled: False
901998850	Degreaser	600.87	09/10/2021	34-01-50150	
901998850	Insect repellent	162.24	09/10/2021	34-02-63070	
902025284	Primezyme, sewer solvent	677.90	09/10/2021	34-01-62860	
902047874	Skin cleaner, primezyme, sewer solvent	822.65	09/10/2021	34-02-62070	
	Check Total:	2,263.66			
Vendor: 5462	SUN LIFE FINANCIAL*			Check Sequence: 94	ACH Enabled: False
218110Sept	Monthly Disability September 2021	6,423.61	09/10/2021	10-52-62370	
	Check Total:	6,423.61			
Vendor: 3849	THE BUSINESS PRESS			Check Sequence: 95	ACH Enabled: False
44731	Window envelopes	212.50	09/10/2021	10-20-50400	
	Check Total:	212.50			
Vendor: 2294	THE HIVE: CHICAGO'S BEEKEEPING SUPP.			Check Sequence: 96	ACH Enabled: False
000176	Bees and bee hives	5,000.00	09/10/2021	10-90-62600	
	Check Total:	5,000.00			
Vendor: 5423	THIRD MILLENNIUM			Check Sequence: 97	ACH Enabled: False
26606	Utility bill rendering for August 2021	2,178.87	09/10/2021	34-01-62857	
	Check Total:	2,178.87			
Vendor: 2079	TRAFFIC CONTROL & PROTECTION, INC.			Check Sequence: 98	ACH Enabled: False
107523	Wood/steel barricades, stencil	4,155.00	09/10/2021	10-90-62610	
107524	Bicycle crossing symbols, share the road	5,990.50	09/10/2021	10-90-62610	
	signs, post anchor	246.90	09/10/2021	10-90-62610	
107650	HIP white rolls	1,013.20	09/10/2021	10-90-62610	
107672	Heat torch	25,100.00	09/10/2021	10-90-62610	
107693	Bicycle rider markings, chevron markings	2,268.75	09/10/2021	10-90-62610	
107994	Orange looper tubes	112.45	09/10/2021	10-90-62610	
107995	Street name signs				
	Check Total:	38,886.80			
Vendor: UB*00609	UNITED STATES POSTAL SERVICE			Check Sequence: 99	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Refund Check 066971-000, 9760 FRANKLIN	138.47	08/25/2021	34-00-20100	
	Refund Check 066971-000, 9760 FRANKLIN	74.56	08/25/2021	34-00-20100	
	Refund Check 066971-000, 9760 FRANKLIN	2.63	08/25/2021	34-00-20100	
	Refund Check 066971-000, 9760 FRANKLIN	4.03	08/25/2021	34-00-20100	
	Check Total:	219.69			
Vendor: 3149	USA BLUEBOOK			Check Sequence: 100	ACH Enabled: False
448317	Face shields	88.87	09/10/2021	34-01-60600	
448317	Face shields	88.86	09/10/2021	34-02-60600	
511297	Boots	175.00	09/10/2021	34-01-60600	
511297	Eyewash bottles	85.11	09/10/2021	34-01-62680	
591451	Boots	88.11	09/10/2021	34-01-60600	
591451	Boots	88.11	09/10/2021	34-02-60600	
	Check Total:	614.06			
Vendor: 0460	UTILITY SERVICE COMPANY, INC.			Check Sequence: 101	ACH Enabled: False
540620	Elevated Belmont Ave Tank	9,271.17	09/10/2021	34-01-88906	
540834	Elevated Franklin Ave Clearing Tank	7,404.00	09/10/2021	34-01-88906	
540952	Ground Storage Curtis Tank	13,289.50	09/10/2021	34-01-88906	
540953	Ground Storage King Street West Tank	39,172.75	09/10/2021	34-01-88906	
540954	Ground Storage King Street East Tank	39,172.75	09/10/2021	34-01-88906	
	Check Total:	108,310.17			
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 102	ACH Enabled: False
9886038335	Data Charges for Mobile Jetpacks - Aug	83.01	09/10/2021	10-02-51200	
	Check Total:	83.01			
Vendor: 1002	W L CONSTRUCTION SUPPLY, INC			Check Sequence: 103	ACH Enabled: False
29409	Diamond blade	520.00	09/10/2021	34-01-82840	
	Check Total:	520.00			
Vendor: 1299	W.S. DARLEY & COMPANY			Check Sequence: 104	ACH Enabled: False
17424802	Black hoses	497.08	09/10/2021	10-30-62010	
17430359	Lettering	85.00	09/10/2021	10-30-62180	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
17434636	Turn out gear	15,450.94	09/10/2021	10-30-62180	
17440686	Hoods, gloves	798.96	09/10/2021	10-30-62180	
17442140	Lanyards	146.58	09/10/2021	10-30-80570	
17442569	Webbing	136.53	09/10/2021	10-30-80570	
	Check Total:	17,115.09			
Vendor: 3415 08302021	GRACE WALCZAK Reimbursement of cost of furnace and air	8,620.00	09/10/2021	34-01-82810	Check Sequence: 105 ACH Enabled: False
	Check Total:	8,620.00			
Vendor: 0351	WAREHOUSE DIRECT				Check Sequence: 106 ACH Enabled: False
4973168-0	Copy paper	181.45	09/10/2021	10-01-50400	
4973168-0	Toilet paper	115.92	09/10/2021	10-13-52200	
4974843-0	Office supplies	107.93	09/10/2021	10-01-50400	
4985297-0	Office supplies	34.15	09/10/2021	10-01-50400	
4990158-1	Business cards	10.76	09/10/2021	10-90-51600	
5020749-0	Office supplies	43.69	09/10/2021	10-90-51600	
5020749-1	Office supplies	10.29	09/10/2021	10-90-51600	
5021192-0	Dusters	17.74	09/10/2021	10-90-51600	
	Check Total:	521.93			
Vendor: 2627 0004961-IN	WEST COOK COUNTY SOLID WASTE AGEN FY2021-2022 Membership Dues	4,900.00	09/10/2021	10-01-52135	Check Sequence: 107 ACH Enabled: False
	Check Total:	4,900.00			
Vendor: 0209	ZIEBELL WATER SERVICE PRODUCTS				Check Sequence: 108 ACH Enabled: False
254551-000	Gaskets	288.00	09/10/2021	34-01-62860	
254570-000	Flange w/gasket, hex bolts, hex nuts	731.66	09/10/2021	34-01-62860	
254582-000	Adapt w/mega ND, flange adaptor, copper rounding tools	1,269.27	09/10/2021	34-01-62860	
	Check Total:	2,288.93			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	825,990.13			
	Total of Number of Checks:	108			

# Accounts Payable

## Manual Check Proof List

User: cperez  
 Printed: 08/31/2021 - 3:50PM  
 Batch: 00430.08.2021



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 0157	Petty Cash			328493	08/20/2021		
0822021	1,500.00	08/30/2021	Banker boxes for FP fest			10-61-69561	
Total for Check	1,500.00						
Total for 0157	1,500.00						
Vendor: 5271	U.S. BANCORP GOVT LEASING AI			328494	08/30/2021		
08302021	67,044.48	08/30/2021	First payment- Lease payment for dump trucks			10-90-80300	
Total for Check	67,044.48						
Total for 5271	67,044.48						
Total Checks:							
	<u>68,544.48</u>						

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**THE VILLAGE OF FRANKLIN PARK**  
COOK COUNTY, ILLINOIS

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**RESOLUTION**

NUMBER 2122-R-\_\_

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**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS, DECLARING THE VILLAGE'S INTENTION TO REIMBURSE ITSELF  
FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR  
CERTAIN EXPENDITURES MADE OR TO BE MADE IN CONNECTION WITH  
THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN  
CAPITAL IMPROVEMENTS**

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**BARRETT F. PEDERSEN, Village President**  
**APRIL ARELLANO, Village Clerk**

**IRENE AVITIA**  
**GILBERT J. HAGERSTROM**  
**JOHN JOHNSON**  
**WILLIAM RUHL**  
**KAREN SPECIAL**  
**ANDY YBARRA**  
Trustees

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RESOLUTION NUMBER 2122-R-\_\_\_

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, DECLARING THE VILLAGE'S INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE OR TO BE MADE IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS**

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**WHEREAS**, the Village of Franklin Park, Cook County, Illinois (the "Village" or "Lessee") 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 Lessee has paid, beginning no earlier than July 12, 2021, certain expenditures (the "Expenditures") in connection with the capital project (the "Project"), as more fully described in Appendix A, a copy of which is attached hereto and made a part hereof; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "Corporate Authorities") has determined that the money previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Lessee for the Expenditures from the proceeds of one or more issue of tax-exempt obligations (the "Obligations").

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, 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 Corporate Authorities hereby declare the Lessee's intent to reimburse the Lessee with the proceeds of the Obligations for the Expenditures with respect to the Project made on and after July 12, 2021, which date is no more than 60 days prior to the date hereof. The Lessee reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Obligations.

**Section 3.** That each Expenditure was and will be (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditure) and (b) complies with all applicable Literary Fund regulations.

**Section 4.** That the maximum cost of the Project is expected to be \$650,000.00.

**Section 5.** That the Lessee will make a reimbursement allocation, which is a written allocation by the Lessee that evidences the Lessee's use of proceeds of the Obligations to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Division recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small Lessees" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

**Section 6.** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 7.** All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 8.** This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally Left Blank)*

**PASSED** by the President and Board of Trustees of the Village of Franklin Park, Cook

County, Illinois this \_\_\_\_\_ day of September 2021, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on

this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
BARRETT F. PEDERSEN  
VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
APRIL ARELLANO  
VILLAGE CLERK

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**THE VILLAGE OF FRANKLIN PARK**  
**COOK COUNTY, ILLINOIS**

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**RESOLUTION**

NUMBER 2122-R-\_\_

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**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS APPROVING A LETTER OF INTENT TO ALLOW A PERIOD OF TIME  
FOR THE CONTEMPLATION OF THE SALE AND REDEVELOPMENT OF LOT  
8 AND ADJACENT PROPERTY OWNED BY THE VILLAGE IN THE FRANKLIN  
MARKETPLACE SHOPPING CENTER AT THE NORTHWEST CORNER OF  
GRAND AVENUE AND MANNHEIM ROAD**

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**BARRETT F. PEDERSEN, Village President**  
**APRIL ARELLANO, Village Clerk**

**IRENE AVITIA**  
**GILBERT J. HAGERSTROM**  
**JOHN JOHNSON**  
**WILLIAM RUHL**  
**KAREN SPECIAL**  
**ANDY YBARRA**  
**Trustees**

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RESOLUTION NUMBER 2122-R-\_\_\_

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS APPROVING A LETTER OF INTENT TO ALLOW A PERIOD OF TIME FOR THE CONTEMPLATION OF THE SALE AND REDEVELOPMENT OF LOT 8 AND ADJACENT PROPERTY OWNED BY THE VILLAGE IN THE FRANKLIN MARKETPLACE SHOPPING CENTER AT THE NORTHWEST CORNER OF GRAND AVENUE AND MANNHEIM ROAD**

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**WHEREAS**, the Village of Franklin Park, Cook County, 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 Village is the record-title owner of certain undeveloped parcels of property identified as Lot 8 (excluding area improved with and containing easements for permanent driveways a/k/a the Franklin Marketplace access drive) consisting of approximately 2.76 acres or 116,305 square feet adjacent to Crown Road located in the rear of the shopping center at the southwest corner of Mannheim Road and Crown Road, comprising portions of permanent index numbers (PINs) 12-29-203-061-0000, 12-29-203-062-0000 and 12-29-203-063-0000 (the "*Property*"); and

**WHEREAS**, the Village has actively marketed the Property for sale and development; and

**WHEREAS**, WG Hotels, LLC (the "*Developer*") has expressed an interest in developing the Property provided it is given a period of time to conduct and complete its due diligence research on the Property for a hotel development project; and

**WHEREAS**, the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) have determined it is in the best interests of the Village to approve a Letter of Intent to permit the Developer time to investigate the Property and enter into an agreement containing terms and conditions acceptable to the Village and Developer.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, 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.** The Letter of Intent for Proposed Development at Mannheim Road and Grand Avenue, Franklin Park, Illinois by and between WG Hotels, LLC and the Village of Franklin Park, Illinois (the “*Letter of Intent*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved.

**Section 3.** The Village President is hereby authorized and directed to execute and deliver the Letter of Intent and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

**Section 4.** The officials, officers, employees, engineers, and attorneys of the Village are hereby further authorized and directed to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the Letter of Intent.

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

**Section 6.** All ordinances, resolutions, motions, or orders in conflict with this

Resolution are hereby repealed to the extent of such conflict.

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

*(Intentionally Left Blank)*

**PASSED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of September 2021, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL ARELLANO  
 VILLAGE CLERK



Exhibit A

Letter of Intent

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**THE VILLAGE OF FRANKLIN PARK**  
**COOK COUNTY, ILLINOIS**

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**RESOLUTION**

NUMBER 2122-R-\_\_

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**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX  
ASSESSMENT APPLICATION BY MISTICA FOODS, LLC, FOR AN  
INDUSTRIAL FACILITY LOCATED AT 3601 RUNGE STREET,  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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**BARRETT F. PEDERSEN, Village President**  
**APRIL ARELLANO, Village Clerk**

**IRENE AVITIA**  
**GILBERT J. HAGERSTROM**  
**JOHN JOHNSON**  
**WILLIAM RUHL**  
**KAREN SPECIAL**  
**ANDY YBARRA**  
**Trustees**

RESOLUTION NUMBER 2122-R-\_\_\_

**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX  
ASSESSMENT APPLICATION BY MISTICA FOODS, LLC, FOR AN  
INDUSTRIAL FACILITY LOCATED AT 3601 RUNGE STREET,  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

---

**WHEREAS**, the Village of Franklin Park, Cook County, 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 Commissioners of the County of Cook have enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "*Classification Ordinance*"), which provides for a tax assessment incentive classification designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and the utilization of abandoned industrial buildings in order to create employment opportunities and expand the tax base; and

**WHEREAS**, Mistica Foods, LLC (the "*Applicant*") is the contract purchaser for value a certain parcel of industrial property commonly known as 3601 Runge Street, Franklin Park, Illinois, and hereinafter legally described on Exhibit A, which is attached hereto and made a part hereof (the "*Property*"); and

**WHEREAS**, Applicant is acquiring the Property, which has been vacant for greater than twelve (12) months, in order to renovate, rehabilitate and occupy an existing industrial structure, the viability of such being dependent on the granting of a Class 6B Tax Assessment Classification, as said term is defined in the Classification Ordinance (the "*Class 6B Tax*

*Assessment Classification*"); and

**WHEREAS**, Applicant has requested that the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") support and consent to the filing of its application Cook County Class 6B Real Estate Tax Assessment Classification for the Property; and

**WHEREAS**, the adoption of a resolution by the Corporate Authorities is required and must be filed by Applicant with its application in order for the Property to obtain a Class 6B Tax Assessment Classification; and

**WHEREAS**, the Corporate Authorities find that the redevelopment contemplated for the Property will serve the residents of the Village and that without the Class 6B Tax Assessment Classification for the Property it will remain vacant and abandoned and exasperate blight in the area surrounding the Property; and

**WHEREAS**, to ensure the ongoing viability of the industrial base of the Village, the continuation and expansion of employment opportunities in the Village and to safeguard and further diversify the tax base of the Village, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to approve the application by Applicant for a Class 6B Real Estate Tax Assessment Classification for the Property.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, 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.** Subject to the conditions set forth in Section 4, the Corporate Authorities support and consent to the filing of an application for a Cook County 6B Tax Assessment

Classification for the Property, which is legally described on Exhibit A, and find that without a Class 6B Tax Assessment Classification, the Property will remain vacant and underutilized, which will not only hinder further development efforts in the area surrounding the Property but will thwart the efforts of Applicant to undertake its proposed development within the Village.

**Section 3.** The Corporate Authorities further find that the granting of the Class 6B Tax Assessment Classification is necessary for the industrial development to remain viable on the Property, which is the subject of this Resolution.

**Section 4.** That it is in the best interest of the Village to enter into the *Property Tax Assessment Classification Agreement*, a copy of which is attached hereto and made a part hereof as Exhibit B (the "*Agreement*"); and that the Agreement is hereby authorized and approved, with such necessary non-material changes as determined by the Village President, with said changes and revisions therein contained being approved by execution and delivery of such Agreement by the Village President. The officials and officers of the Village are further hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

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

**Section 6.** This Resolution shall be in full force and effect upon the last to occur:

- i. its passage, approval and publication as provided by law; and
- ii. the execution by the Applicant and the Village of the Agreement as provided in this Resolution.

*(Intentionally Left Blank)*

**PASSED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of September 2021, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL J. ARELLANO  
 VILLAGE CLERK

Exhibit A

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF FRANKLIN AVENUE WITH THE WEST LINE OF SAID NORTH EAST 1/4 (SAID POINT BEING 54.13 FEET DUE SOUTH OF A BRONZE MONUMENT MARKING THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF SAID FRANKLIN AVENUE) AND RUNNING THENCE SOUTH 67 DEGREES 28 MINUTES 07 SECONDS EAST ALONG THE SAID SOUTHWESTERLY LINE OF FRANKLIN AVENUE (SAID SOUTHWESTERLY LINE FORMING A SOUTH EAST ANGLE OF 67 DEGREES 28 MINUTES 07 SECONDS WITH SAID WEST LINE OF NORTH EAST 1/4 AND BEING 50 FEET SOUTHWESTERLY FROM, AT RIGHT ANGLE MEASUREMENT, AND PARALLEL WITH SAID CENTER LINE), FOR A DISTANCE OF 1186.57 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHWESTERLY LINE WITH A LINE 1096.00 FEET EAST OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF SAID NORTH EAST 1/4; THENCE "SOUTH" IN SAID PARALLEL LINE (SAID LINE BEING THE EAST LINE OF RUNGE AVENUE), 600.0 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE "EAST", AT RIGHT ANGLES TO THE EAST LINE OF RUNGE AVENUE, 384.16 FEET; THENCE SOUTH 65.0 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 440.18 FEET, FOR A DISTANCE OF 176.76 FEET TO A POINT; THENCE SOUTH 24 DEGREES 56 MINUTES 20 SECONDS EAST 34.20 FEET TO A POINT OF INTERSECTION WITH A CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS 370.0 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 51.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 30 DEGREES 58 MINUTES 18 SECONDS EAST ALONG THE TANGENT 12.07 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 321.0 FEET, A DISTANCE OF 97.10 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG ANOTHER CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 294.0 FEET, A DISTANCE OF 93.57 FEET, TO A POINT IN THE NORTH LINE OF THE RIGHT OF WAY FOR A SPUR TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID POINT BEING 1699.34 FEET EAST OF (AT RIGHT ANGLE MEASUREMENT) THE WEST LINE OF SAID NORTH EAST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST IN SAID RIGHT OF WAY LINE 219.33 FEET TO A JOG IN SAID LINE; THENCE NORTH 0 DEGREES 00 MINUTES 47 SECONDS WEST 7.0 FEET; CONTINUING THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST IN SAID RIGHT OF WAY LINE 384.01 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF SAID RUNGE AVENUE; THENCE "NORTH" IN SAID EAST LINE 442.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 12-19-400-106

ADDRESS: 3601 RUNGE, FRANKLIN PARK, ILLINOIS

**Exhibit B**

*Class 6B Agreement*

THIS DOCUMENT WAS  
PREPARED BY AND AFTER  
RECORDING RETURN TO:

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT  
BETWEEN THE VILLAGE OF FRANKLIN PARK AND  
MISTICA FOODS, LLC**

**THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT** (“**Agreement**”) is made this \_\_\_\_ day of September 2021 (“**Execution Date**”), by and between the **Village of Franklin Park**, an Illinois municipal corporation (“**Village**”), and **MISTICA FOODS, LLC**, an Illinois limited liability company (“**Owner**”).

**RECITALS**

**WHEREAS**, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and the utilization of abandoned industrial buildings in order to create employment opportunities and expand the tax base; and

**WHEREAS**, Owner is the contract purchaser of 4.39 acre site, improved with a 114,266 square foot single-tenant industrial building, located at 3601 Runge Street, Franklin Park, Illinois, and as legally described on Exhibit A (“**Property**”); and

**WHEREAS**, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 6B Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance, (“**Cook County Class 6B Real Estate Tax Assessment Classification**”) for the Property; and

**WHEREAS**, the adoption of a resolution by the Village is required and must be filed by Tenant with the County of Cook application in order for the Property to secure said Cook County Class 6B Tax Real Estate Assessment Classification; and

**WHEREAS**, Owner intends to renovate and rehabilitate the Property at an estimated cost of \$2,330,000.00 and such work will include the following: (i) concrete floor replacement, (ii) plumbing/floor drains, (iii) LED lighting, (iv) compressors, (v) refrigeration, (vi) sanitation boiler equipment, (vii) triple catch basins, (viii) electrical upgrades, (ix) insulation paneling, (x) and general improvements (collectively, the “**Project**”); and



**WHEREAS**, upon completion of the Project, Owner intends to use the Property for dry storage and meat production for its three Mistica Foods production locations; and

**WHEREAS**, in order to induce the Village to adopt the aforesaid resolution, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

**Section 1. Incorporation.** The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

**Section 2. Term of Agreement.** The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon Owner acquiring fee simple title to the Property (the "**Commencement Date**") and shall expire upon the expiration of the Cook County Class 6B Real Estate Tax Assessment Classification for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first ("**Term**").

**Section 3. Covenants of the Village.** In return for the representations and covenants of each of the Owner and the Tenant, all as contained herein, the Village covenants with and to Owner as follows:

- a. Village shall approve a resolution setting forth its consent and support of Owner's Cook County Class 6B Tax Real Estate Assessment Classification for the Property, which will take effect upon execution of this Agreement (the "**Resolution**"). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Cook County Class 6B Tax Real Estate Assessment Classification for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until Owner has acquired fee simple interest to the Property and this Agreement has been recorded as required under Section 8(f) herein.

**Section 4. Covenants of Owner.** In return for the representations and covenants of the Village, all as contained herein, Owner, and its respective successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay, or cause to be paid, when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.

- b. Owner shall design and construct, or cause to be designed and constructed, the Project in a first-class manner and in accordance with this Agreement, and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and ordinances applicable to the Project, the Property and/or the Owner. Owner shall substantially complete the Project and Owner, or its Affiliate, subject to delays from Force Majeure (defined below), by September 1, 2022 (the "**Completion Date**"). Within ten (10) business days of the Completion Date, Owner shall provide written notice to Village of the 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 or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Purchaser or Seller, 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.
- c. Notwithstanding anything contained herein to the contrary, while the Cook County Class 6B Real Estate Tax Assessment Classification for the Property is active, pursuant to the rules and regulations of the Cook County Assessors' Office, Owner shall have the right, subject to the conditions set forth herein, to temporarily deactivate the Cook County Class 6B Real Estate Tax Assessment Classification for the Property based on the Property being substantially vacant. Prior to petitioning the Cook County Assessor's Office as contemplated in this Section 4(c), Owner shall provide the Village with thirty (30) day prior written notice thereof together with documentation supporting the asserted substantial vacancy.
- d. On the first anniversary of the Completion Date (the "**Job Retention Covenant Date**"), Owner shall cause and ensure that the following minimum employment numbers are created and maintained at the Property during the Term: forty (40) FTEs (defined below). An "FTE" shall mean a permanent full-time employee of the Owner based at the Property and employed to work a total of not less than 35 hours per week. Notwithstanding anything to the contrary contained herein, Owner shall retain an average for any 12-month reporting period, as set forth in Section 4(d)(i) below, at least ninety percent (90%) of the 40 FTE jobs ("**Job Retention Covenant**").
- i. On each annual anniversary of the Job Retention Covenant Date, Owner shall submit an annual jobs certificate to the Village certifying and evidencing Owner's compliance with Section 4(d) for the preceding twelve (12) month period ("**Jobs Certificate**"). The Jobs Certificate shall certify the following: (A) employee identifiers and titles as of the end of the applicable 12-month reporting period, (B) documentation sufficient to support, to Village's reasonable satisfaction, each claimed employee, and

(C) certify compliance with the Cook County Living Wage Ordinance, Chapter 74, Article II, Division 2, Section 74-60, for each such employee for the applicable 12-month reporting period.

**Section 5. Event of Default.**

- a. The following shall constitute an event of default (“**Event of Default**”) by the Owner hereunder:
- i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;
  - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
  - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
  - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and
  - v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.
- b. The following shall constitute an Event of Default by the Village hereunder:
- i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

**Section 6. Remedies.** { TC “8.3 Remedies” \1 2} Except as otherwise set forth herein, upon an Event of Default by any party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach and subject to delays from Force Majeure (“**Cure Period**”). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

- a. In the Event of Default by either Incentive Party, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
  - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Cook County Class 6B Real Estate Tax Assessment Classification on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing, and absent fraud by the Owner, the Village shall not have the right to recover any property tax savings either Owner received as a result of the Cook County Class 6B Real Estate Tax Assessment Classification on the Property for property tax years occurring prior to the Event of Default.
  - ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Cook County Class 6B Real Estate Tax Assessment Classification for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to recover the aggregate of any property tax savings the owner received as a result of the Cook County Class 6B Real Estate Tax Assessment Classification on the Property occurring after the issuance of the Demand Notice.
- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction, injunctive relief or the specific performance of the obligations contained herein.
- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

**Section 7. Assignment.**

- a. Up to and including the Completion Date, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, except to an entity directly

controlling, controlled by or under common control with Owner (“**Affiliate**”), without the written prior approval of the Village, which approval shall be granted or denied by the Village, in its sole discretion, within thirty (30) days of written request by the Owner.

- b. After acceptance of the Certificates of Substantial Completion by the Village and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing an assumption, as reasonably approved by the Village (the “**Assumption**”), which Owner shall promptly be recorded against the Property at the cost of Owner or its assignee. Upon receipt of the fully executed and recorded Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.
- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for herein.

#### **Section 8. Miscellaneous.**

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement 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 instances and for the purpose given.
- c. This Agreement represents the entire Agreement between the Village and Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.

- f. All rights, title and privileges herein granted, including, without limitation, all benefits and burdens set forth in Section 4 above, shall run with the land and shall be binding upon and inure to the benefit of the Applicant and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. Promptly after the Commencement Date, Owner shall cause a copy of this Agreement to be recorded against the Property at the expense of Owner.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. 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 Cook, 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 Cook, 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.
- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

**Section 8. Notice.**

- a. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (i) personal service; (ii) overnight courier; or (iii) certified mail, return receipt requested:

If to Village:                      Village of Franklin Park  
    9500 W. Belmont Avenue  
    Franklin Park, Illinois 60131  
    Attention: Mayor  
    Phone: 847-671-4800

With a copy to:                      Montana & Welch, LLC  
    11950 S. Harlem Avenue, Suite 102  
    Palos Heights, Illinois 60463  
    Attention: Matthew M. Welch

Phone: 708-448-7005  
Email: mwelch@montanawelch.com

If to Owner:

With a copy to:

- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a party's attorney, which shall be effective for all purposes.
- c. For all purposes of this Agreement, a "business day" shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have executed this Amendment the day and year first hereinabove written.

**VILLAGE:**

**VILLAGE OF FRANKLIN PARK**, an Illinois municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**OWNER:**

**MISTICA FOODS, LLC**,  
an Illinois limited liability company

By: \_\_\_\_\_

[Name]  
Managing Member

**ATTEST:**

By: \_\_\_\_\_

Its: \_\_\_\_\_



Exhibit A to Agreement

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF FRANKLIN AVENUE WITH THE WEST LINE OF SAID NORTH EAST 1/4 (SAID POINT BEING 54.13 FEET DUE SOUTH OF A BRONZE MONUMENT MARKING THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE CENTER LINE OF SAID FRANKLIN AVENUE) AND RUNNING THENCE SOUTH 67 DEGREES 28 MINUTES 07 SECONDS EAST ALONG THE SAID SOUTHWESTERLY LINE OF FRANKLIN AVENUE (SAID SOUTHWESTERLY LINE FORMING A SOUTH EAST ANGLE OF 67 DEGREES 28 MINUTES 07 SECONDS WITH SAID WEST LINE OF NORTH EAST 1/4 AND BEING 50 FEET SOUTHWESTERLY FROM, AT RIGHT ANGLE MEASUREMENT, AND PARALLEL WITH SAID CENTER LINE), FOR A DISTANCE OF 1186.57 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHWESTERLY LINE WITH A LINE 1096.00 FEET EAST OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF SAID NORTH EAST 1/4; THENCE "SOUTH" IN SAID PARALLEL LINE (SAID LINE BEING THE EAST LINE OF RUNGE AVENUE), 600.0 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE "EAST", AT RIGHT ANGLES TO THE EAST LINE OF RUNGE AVENUE, 384.16 FEET; THENCE SOUTH 65.0 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 440.18 FEET, FOR A DISTANCE OF 176.76 FEET TO A POINT; THENCE SOUTH 24 DEGREES 56 MINUTES 20 SECONDS EAST 34.20 FEET TO A POINT OF INTERSECTION WITH A CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS 370.0 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 51.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 30 DEGREES 58 MINUTES 18 SECONDS EAST ALONG THE TANGENT 12.07 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 321.0 FEET, A DISTANCE OF 97.10 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG ANOTHER CURVE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 294.0 FEET, A DISTANCE OF 93.57 FEET, TO A POINT IN THE NORTH LINE OF THE RIGHT OF WAY FOR A SPUR TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID POINT BEING 1699.34 FEET EAST OF (AT RIGHT ANGLE MEASUREMENT) THE WEST LINE OF SAID NORTH EAST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST IN SAID RIGHT OF WAY LINE 219.33 FEET TO A JOG IN SAID LINE; THENCE NORTH 0 DEGREES 00 MINUTES 47 SECONDS WEST 7.0 FEET; CONTINUING THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST IN SAID RIGHT OF WAY LINE 384.01 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF SAID RUNGE AVENUE; THENCE "NORTH" IN SAID EAST LINE 442.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 12-19-400-106

ADDRESS: 3601 RUNGE, FRANKLIN PARK, ILLINOIS

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**THE VILLAGE OF FRANKLIN PARK**  
**COOK COUNTY, ILLINOIS**

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**RESOLUTION**

NUMBER 2122-R-\_\_

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**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS DECLARING AS SURPLUS PROPERTY THE VILLAGE OWNED PARCEL  
OF REAL PROPERTY AT 9800 FRANKLIN AVENUE AND FURTHER AUTHORIZING  
AN EXCLUSIVE RIGHT TO SELL AGREEMENT WITH DARWIN REALTY AND  
DEVELOPMENT CORPORATION TO MARKET AND SELL THE PROPERTY AND  
DIRECT THE VILLAGE CLERK TO MAKE A COPY OF THE APPRAISAL ON  
THE PROPERTY AVAILABLE TO ANY PARTY**

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**BARRETT F. PEDERSEN, Village President**  
**APRIL ARELLANO, Village Clerk**

**IRENE AVITIA**  
**GILBERT J. HAGERSTROM**  
**JOHN JOHNSON**  
**WILLIAM RUHL**  
**KAREN SPECIAL**  
**ANDY YBARRA**  
**Trustees**

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RESOLUTION NUMBER 2122-R-\_\_

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS DECLARING AS SURPLUS PROPERTY THE VILLAGE OWNED PARCEL OF REAL PROPERTY AT 9800 FRANKLIN AVENUE AND FURTHER AUTHORIZING AN EXCLUSIVE RIGHT TO SELL AGREEMENT WITH DARWIN REALTY AND DEVELOPMENT CORPORATION TO MARKET AND SELL THE PROPERTY AND DIRECT THE VILLAGE CLERK TO MAKE A COPY OF THE APPRAISAL ON THE PROPERTY AVAILABLE TO ANY PARTY**

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**WHEREAS**, the Village of Franklin Park, Cook County, 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 Village is the owner of a parcel of property commonly known as 9800 Franklin Avenue, Franklin Park, Illinois, identified by PINS 12-21-418-029-0000 and 12-21-418-047-0000, which is an 8,386 square foot corner lot (0.19 acres) that is improved with a brick one-story, single tenant light industrial building approximately 4,925 square feet in size constructed around 1970 (the "*Property*"), and legally described on Exhibit A, a copy of which is attached hereto and made a part hereof; and

**WHEREAS**, the Property is in the C-M Commercial Manufacturing District, as identified and described in the Village of Franklin Park Zoning Ordinance; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") find that the Property is no longer necessary, appropriate, required for the use of, profitable to or serve any viable use to the Village and that the sale of the Property will eliminate burdensome maintenance cost, provide needed funds, and generate tax revenue for use in the general fund of the Village; and

**WHEREAS**, the Corporate Authorities further find that the Property serves no public use to the residents of the Village and is in the best interest of the health, safety, and welfare of Village residents to sell the Property; and

**WHEREAS**, 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code sets forth a procedure for the sale of municipal-owned surplus real property by listing such property for sale through a local licensed real estate agency provided the agent's compensation shall be included in the resolution after ascertaining the value of the surplus real estate by written appraisal and making said appraisal available for public inspection; and

**WHEREAS**, the Village ascertained a written appraisal report for the Property, dated July 23, 2021, which was prepared by Mary Wagner, MAI, of Praedium Valuation Group, 3847 North Lincoln Avenue, 2nd Floor, Chicago, Illinois, (the "*Appraisal*"), a copy of which is attached hereto and made a part hereof, as Exhibit B; and

**WHEREAS**, the Appraisal found that the appraised value of the Property in its "as is" condition is \$148,000.00 based on certain extraordinary assumptions; and

**WHEREAS**, the Appraisal is on file and available for inspection or copying in the office of the Village Clerk of the Village of Franklin Park as well as on the Village's website to any interested party; and

**WHEREAS**, the Village has advertised and marketed the Property for sale but because no final agreement for the sale and redevelopment of the Property has occurred, the Corporate Authorities have determined it best to obtain a professional real estate agency to market the Property; and

**WHEREAS**, Darwin Realty & Development Corporation, 970 North Oaklawn Avenue, Suite 100, Elmhurst, Illinois 60126 (the "*Darwin*"), is a professional real estate agency that is

familiar with the Franklin Park industrial and commercial real estate market and able to market the Property to ensure compliance with various Village conditions that require the buyer to: 1) comply with all parking requirements and provide for paved parking and fencing, including all required screening and/or buffering on the Property; 2) undertake all necessary repairs and improvements to ensure that the building and Property is in full compliance with building, property maintenance, electrical, plumbing and fire code requirements, including the installation of a sprinkler system or approved fire wall, if applicable, and a new tear of replacement roof; 3) execute an affidavit that no party taking title or lease to the Property is a descendant of the former owner of the Property, the Estate of Lawrence H. Maas; and 4) comply with all zoning, use and licensing requirements of the Village; and

**WHEREAS**, the Exclusive Right to Sell Agreement between the Village and Darwin provides that Darwin shall have the exclusive right to sell the Property until September 1, 2022, and that Darwin shall be paid a commission of 6% of the selling price of the Property; and

**WHEREAS**, the Corporate Authorities have determined it is in the best interests of the Village to list and sell the Property with a licensed real estate agency pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, 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.** The Property, as herein described, is hereby determined and declared by the Corporate Authorities to be surplus real estate of the Village.

**Section 3.** The Exclusive Right to Sell Agreement by and between the Village of Franklin Park, Cook County, Illinois and Darwin Realty and Development Corporation (the “*Darwin Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit C, is hereby approved and the Director of Community Development is hereby authorized to work with Darwin to review proposals for the sale of the Property and further recommend and present a final agreement to the Corporate Authorities for the sale and redevelopment of the Property in accordance with this Resolution and pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code.

**Section 4.** The officials, officers, employees, and attorneys of the Village are hereby authorized to undertake the necessary steps to present a proposal and final agreement for the sale of the Property to the Corporate Authorities, as contemplated herein.

**Section 5.** The Village Clerk is hereby authorized and directed to publish a copy of this Resolution at the first opportunity following its passage in a newspaper published within the Village and to make available a copy of the Appraisal for public inspection by any interested party.

**Section 6.** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 7.** All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 8.** This Resolution shall be in full force and effect immediately after its passage and publication as required by law.

*(Intentionally Left Blank)*

**PASSED** by the President and Board of Trustees of the Village of Franklin Park, Cook

County, Illinois this \_\_\_\_ day of September 2021, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on  
this \_\_\_\_ day of September 2021.

\_\_\_\_\_  
BARRETT F. PEDERSEN  
VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
APRIL ARELLANO  
VILLAGE CLERK

Exhibit A

Legal Description

LOTS 1 AND 2 IN BLOCK 15 IN THE THIRD ADDITION TO FRANKLIN PARK, IN SECTIONS 21 AND 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers (PINS): 12-21-418-029-0000 and 12-21-418-047-0000

Property commonly known as 9800 Franklin Avenue, Franklin Park, Illinois 60131



Exhibit B

Appraisal

Exhibit C

Darwin Agreement

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**THE VILLAGE OF FRANKLIN PARK**  
**COOK COUNTY, ILLINOIS**

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**ORDINANCE**  
**NUMBER 2122-VC-\_\_**

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**AN ORDINANCE AMENDING SECTION 4-2-5B OF CHAPTER TWO  
OF TITLE FOUR OF THE VILLAGE CODE OF THE VILLAGE  
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(GARBAGE COLLECTION FEE)**

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**BARRETT F. PEDERSEN, Village President**  
**APRIL ARELLANO, Village Clerk**

**IRENE AVITIA**  
**GILBERT J. HAGERSTROM**  
**JOHN JOHNSON**  
**WILLIAM RUHL**  
**KAREN SPECIAL**  
**ANDY YBARRA**  
**Trustees**

ORDINANCE NUMBER 2122-VC- \_\_

**AN ORDINANCE AMENDING SECTION 4-2-5B OF CHAPTER TWO  
OF TITLE FOUR OF THE VILLAGE CODE OF THE VILLAGE  
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(GARBAGE COLLECTION FEE)**

---

**WHEREAS**, the Village of Franklin Park, Cook County, 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 Franklin Park (the "*Corporate Authorities*") may from time to time amend the text of the Village Code of Franklin Park when it is determined to be in the best interests of the health, safety, and welfare of the residents of the Village; and

**WHEREAS**, the owner of a single-family or two-family residence currently pays the Village a monthly garbage collection fee in the amount of \$22.96 to collect unlimited garbage, recycling, and yard waste; and

**WHEREAS**, the Village currently pays its garbage collection provider \$24.71 each month to collect unlimited garbage, recycling, and yard waste from each single-family and two-family residence; and

**WHEREAS**, the garbage collection fee paid by the owner of a single family or two-family residence has not changed since the current rate of \$22.96 was established in October of 2011; and

**WHEREAS**, the Village's garbage collection provider annually increases the monthly fee it charges the Village to collect unlimited garbage, recycling, and yard waste from each single-family and two-family residence; and

**WHEREAS**, the Village will pay its garbage collection provider \$25.45 a month to collect unlimited garbage, recycling and yard waste from each single-family and two-family residence starting in October of 2021; and

**WHEREAS**, the Village does not impose a property tax levy to pay for the collection of unlimited garbage, recycling, and yard waste costs; and

**WHEREAS**, the Village can no longer subsidize the difference in the monthly cost it pays its garbage collection provider to collect unlimited garbage, recycling and yard waste from each single-family and two-family residence and the monthly amount it charges the owner of a single-family or two-family residence for such services; and

**WHEREAS**, the Village will continue to subsidize and provide for the senior citizen reduced garbage collection fee program and the disabled and low income reduced garbage collection fee program while paying the cost of the Village's free electronic recycling and branch pick up programs; and

**WHEREAS**, the Village needs to increase the monthly garbage collection fee it charges an owner of a single-family or two-family residence to help defray the cost of collecting unlimited garbage, recycling and yard waste throughout the Village while continuing to provide the same services to its residents.

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

**Section 1.** That the above recitals 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.** Section 4-2-5(b) (*“Collection Fee Established; Garbage Collection -- Collection of Domestic Waste from Single or Two Family Dwellings; Receptacles Required;*

Collection Fees”) of Chapter 2 (“Garbage and Waste”) of Title 4 (“Public Health and Welfare”) of the Village Code of the Village of Franklin Park, Illinois is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

**4-2-5: GARBAGE COLLECTION -- COLLECTION OF DOMESTIC WASTE FROM SINGLE OR TWO FAMILY DWELLINGS; RECEPTACLES REQUIRED; COLLECTION FEES:**

...

- (b) Collection Fee Established: There is hereby established a garbage collection fee for properties receiving Village garbage collection service. The garbage collection fee for each garbage receptacle shall be included in the Village’s billing for water and sewer service. The monthly fees for garbage collection provided by the Village are, as follows:

Single Family Residences:	<del>\$22.96</del>	<u>\$25.45</u>
Two Family Dwelling:	<del>\$22.96 per unit</del>	<u>\$25.45 per unit</u>

- (1) Senior Citizen Reduced Fee: Any senior citizen property owner receiving a Cook County Senior Citizen Property Tax Exemption for their residence and who is receiving Village garbage collection service is eligible to receive a reduced garbage collection fee by providing proof of the most recent second installment property tax bill or such other documentation that serves to demonstrate eligibility of said exemption to the village comptroller. The monthly reduced fee is zero dollars (\$0.00) and must be renewed on a yearly basis by January 15 of every year. The Village Comptroller is authorized to establish additional eligibility criteria and rules for the Senior Citizen Reduced Fee.
- (2) Disabled and low income reduced fee (income based). Any disabled and low income property owner that qualifies under the low income home energy assistance program (LIHEAP) for their residence and who is receiving village garbage collection service is eligible to receive a reduced garbage collection fee by providing proof of LIHEAP eligibility or approval to the village comptroller. The monthly reduced fee shall be fifty (50) percent of the monthly garbage collection fee and must be renewed on a yearly basis. The village comptroller is authorized to establish additional eligibility criteria and rules for the disabled and low income reduced fee.

...

**Section 3.** The amendments as set forth in Section 2 of this Ordinance shall not take effect until October 1, 2021.

**Section 4.** This Ordinance, and its parts, are declared to be severable and any section, paragraph, clause, provision, or portion of this Ordinance that is declared invalid or unenforceable shall not affect the validity or enforceability of any other provision of this Ordinance, which shall remain in full force and effect.

**Section 5.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 6.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of September 2021, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL ARELLANO  
 VILLAGE CLERK



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**THE VILLAGE OF FRANKLIN PARK**  
**COOK COUNTY, ILLINOIS**

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**ORDINANCE**

NUMBER 2122-G- \_\_

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**AN ORDINANCE AUTHORIZING THE EXECUTION OF PROPERTY  
SCHEDULE NUMBER TWO AND CERTAIN ADDENDUMS TO THE MASTER  
TAX-EXEMPT LEASE/PURCHASE AGREEMENT BY AND BETWEEN U.S.  
BANCORP GOVERNMENT LEASING AND FINANCE, INCORPORATED AND  
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS FOR THE  
ACQUISITION AND FINANCING OF VEHICLES AND EQUIPMENT**

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**BARRETT F. PEDERSEN, Village President**  
**APRIL ARELLANO, Village Clerk**

**IRENE AVITIA**  
**GILBERT J. HAGERSTROM**  
**JOHN JOHNSON**  
**WILLIAM RUHL**  
**KAREN SPECIAL**  
**ANDY YBARRA**  
**Trustees**

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ORDINANCE NUMBER 2122-G-\_\_

**AN ORDINANCE AUTHORIZING THE EXECUTION OF PROPERTY SCHEDULE NUMBER TWO AND CERTAIN ADDENDUMS TO THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT BY AND BETWEEN U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS FOR THE ACQUISITION AND FINANCING OF VEHICLES AND EQUIPMENT**

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**WHEREAS**, the Village of Franklin Park, Cook County, 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 Village entered into a Master Tax-Exempt Lease/Purchase Agreement by and between U.S. Bancorp Government Leasing and Finance, Incorporated (the "*Lessor*"), 13010 SW 68<sup>th</sup> Parkway, Suite 100, Portland, Oregon 97223, and the Village of Franklin Park (the "*Lessee*"), 9500 Belmont Avenue, Franklin Park, Illinois 60131 on May 5, 2017 (the "*Agreement*"); and

**WHEREAS**, the Village President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") have determined that additional procurement of public works vehicles and equipment under the Agreement is necessary for the health, safety, and welfare of the citizens of the Village; and

**WHEREAS**, the Corporate Authorities have further determined that Property Schedule Number Two along with Addendum Number One and Addendum Number Two of the Agreement are necessary to effectuate the acquisition of additional public works vehicles and equipment.

**NOW, THEREFORE, BE IT ORDAINED** by the Village President and Board of Trustees of the Village of Franklin Park, Cook County, 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 Property Schedule Number Two (the "Schedule Two") and Addendum Number One and Addendum Number Two (collectively the "Addendums") to the Master Tax-Exempt Lease/Purchase Agreement by and between U.S. Bancorp Government Leasing and Finance, Incorporated and the Village of Franklin Park, copies of which are attached hereto and made a part hereof as Exhibit A, are hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

**Section 3.** The Corporate Authorities hereby designate the Village President as an authorized signer of Schedule Two and the Addendums and any other such necessary documents and further direct the Village President, Village Comptroller, Village Clerk, and Village Attorney to prepare and provide all necessary documentation to complete satisfaction of the Agreement, Schedule Two, and Addendums and to take such actions as necessary to carry out the intent and purpose of this Ordinance, the Agreement, Schedule Two and the Addendums.

**Section 4.** 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 5.** All ordinances, resolutions, motions or orders in conflict with this Ordinance

are hereby repealed to the extent of such conflict.

**Section 6.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of September 2021, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of September 2021.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL ARELLANO  
 VILLAGE CLERK

Exhibit A

Schedule Two and Addendums

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**THE VILLAGE OF FRANKLIN PARK**  
**COOK COUNTY, ILLINOIS**

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**ORDINANCE**

NUMBER 2122-G- \_\_

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**AN ORDINANCE ADOPTING A CORONAVIRUS (COVID-19) EMPLOYEE FACE  
COVERING, TESTING AND VACCINATION POLICY FOR THE VILLAGE  
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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**BARRETT F. PEDERSEN, Village President**  
**APRIL ARELLANO, Village Clerk**

**IRENE AVITIA**  
**GILBERT J. HAGERSTROM**  
**JOHN JOHNSON**  
**WILLIAM RUHL**  
**KAREN SPECIAL**  
**ANDY YBARRA**  
**Trustees**

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ORDINANCE NUMBER 2122-G- \_\_

AN ORDINANCE ADOPTING A CORONAVIRUS (COVID-19) EMPLOYEE FACE COVERING, TESTING AND VACCINATION POLICY FOR THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

---

**WHEREAS**, the Village of Franklin Park, Cook County, 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 Franklin Park (the “*Corporate Authorities*”) are charged with the responsibility of protecting the health, safety, and welfare of the employees, visitors and residents of the Village; and

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the Corporate Authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/11-20-5, provides that the Corporate Authorities of each municipality may do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of diseases; and

**WHEREAS**, the Corporate Authorities have determined that the outbreak of the coronavirus (COVID-19), and the highly contagious Delta variant of the disease, jeopardizes the public health and safety of the residents of the Village; and

**WHEREAS**, the United States Centers for Disease Control and Prevention (CDC) and the Illinois Department of Public Health (IDPH) have identified the risks associated with the outbreak



of COVID-19 and the highly contagious Delta variant of the disease and made recommendations for suppression of the disease; and

**WHEREAS**, the Governor of the State of Illinois issued Executive Order 2021-20 (COVID-19 Executive Order No. 87) encouraging all entities to implement robust vaccination and testing programs to reduce the spread of COVID-19; and

**WHEREAS**, to protect the health, safety, and welfare of the employees, visitors and residents within the Village, the Corporate Authorities have further determined that the suppression of COVID-19 and the highly contagious Delta variant of the disease will be enhanced by implementing the health and safety procedures, restrictions and requirements provided for in the attached policy.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, 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.** The Coronavirus (COVID-19) Employee Face Covering, Testing and Vaccination Policy (the "*COVID-19 Policy*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby authorized and adopted.

**Section 3.** The officials, officers, employees, and attorneys of the Village are hereby further authorized and directed to take such actions as are necessary to carry out the intent and purpose of this Ordinance and the COVID-19 Policy.

**Section 4.** 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 5.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 6.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_ day of September 2021, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_ day of September 2021.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL ARELLANO  
 VILLAGE CLERK

EXHIBIT A

COVID-19 Policy