

**VILLAGE OF FRANKLIN PARK
 PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
 FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
 10.21.2024**

<u>Payroll Ending 10/11/2024</u>	<u>10.11.24</u>	<u>TOTALS</u>
Village Portion of Social Security	12,521.54	
Village Portion of Medicare	7,956.03	
Payroll Gross Wages	<u>577,138.55</u>	
Total Payroll Expense	597,616.12	\$ 597,616.12
<u>Manual Checks & Wires</u>		
Manual Checks	<u>394.72</u>	
Total Manual Checks		\$ 394.72
<u>ACH Debits</u>		
Health Insurance Premium	0.00	
City of Chicago (Water Payment)	<u>388,416.60</u>	
Total ACH Debits		\$ 388,416.60
Payable Vouchers		
Payable Voucher 10-25-2024	1,631,411.35	
Total Payable Vouchers		\$ <u>1,631,411.35</u>
Grand Total Payments		\$ 2,617,838.79

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
 Printed: 10/17/2024 - 3:30PM
 Batch: 00225.10.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 3443 PS1714681	1ST AYD CORPORATION Paper towels, safety glasses	264.09	10/25/2024	Check Sequence: 1 10-90-62680	ACH Enabled: False
	Check Total:	264.09			
Vendor: 5865 106542	A & A SALES ASSOCIATES, LLC Crossing guards jackets	1,352.98	10/25/2024	Check Sequence: 2 10-20-60590	ACH Enabled: False
	Check Total:	1,352.98			
Vendor: 2261 636.24.3	A LAMP CONCRETE CONTRACTORS, INC. Schiller Blvd Phase 2 8/30-9/30/2024	948,136.07	10/25/2024	Check Sequence: 3 65-10-86100	ACH Enabled: False
	Check Total:	948,136.07			
Vendor: 1259 150638/1 150914/1 150975/1 150997/1 151022/1	ACE HARDWARE - FIRE Propane tanks refill Lithium batteries Fasteners LED bulbs Wallplates, switches	73.75 27.99 15.68 14.07 10.70	10/25/2024 10/25/2024 10/25/2024 10/25/2024 10/25/2024	Check Sequence: 4 10-30-62050 10-30-62030 10-30-50110 10-30-62050 10-30-62040	ACH Enabled: False
	Check Total:	142.19			
Vendor: 1260 150899/1 150941/1 150991/1	ACE HARDWARE - SEWER & WATER Cleaners, bags Roller, trayset, bags Wood strips	195.94 187.41 10.54	10/25/2024 10/25/2024 10/25/2024	Check Sequence: 5 34-02-62070 34-02-62070 34-01-62590	ACH Enabled: False
	Check Total:	393.89			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 4849	Acme Truck Brake			Check Sequence: 6	ACH Enabled: False
01_426337	Marker lights #223	53.28	10/25/2024	08-01-50090	
01_427621	ABS electronic controller #228	1,327.18	10/25/2024	08-01-50090	
	Check Total:	1,380.46			
Vendor: 2053	ALTEC INDUSTRIES, INC.			Check Sequence: 7	ACH Enabled: False
51400823	Annual safety inspection #223	1,808.89	10/25/2024	08-01-50090	
	Check Total:	1,808.89			
Vendor: 1748	AMALGAMATED BANK OF CHICAGO			Check Sequence: 8	ACH Enabled: False
77121024	Annual Admin fee for GO refunding debt cert	475.00	10/25/2024	44-01-45000	
	Check Total:	475.00			
Vendor: 3478	AMERICAN SPEEDY PRINTING			Check Sequence: 9	ACH Enabled: False
47603	Public health and welfare red cards, yellow door	110.00	10/25/2024	10-13-51800	
	Check Total:	110.00			
Vendor: 3465	AMERICANEAGLE.COM, INC.			Check Sequence: 10	ACH Enabled: False
413956	Monthly fee for hosting, hawksearch, retainer ho	535.00	10/25/2024	10-02-54300	
	Check Total:	535.00			
Vendor: 5242	AT&T			Check Sequence: 11	ACH Enabled: False
847233053509	Multiple single line charges PD - Sept	843.02	10/25/2024	10-02-51200	
	Check Total:	843.02			
Vendor: 1272	AT&T TELECONFERENCE SERVICES			Check Sequence: 12	ACH Enabled: False
410-003981	Conference call services- Sept	29.48	10/25/2024	10-02-51200	
	Check Total:	29.48			
Vendor: 6028	AXON ENTERPRISE, INC			Check Sequence: 13	ACH Enabled: False
INUS282770	Cartridges	2,165.00	10/25/2024	10-20-80570	
	Check Total:	2,165.00			
Vendor: 0679	BACKFLOW SOLUTIONS INC			Check Sequence: 14	ACH Enabled: False
9565	Cross connection control mail surveys (qty 5695	28,475.00	10/25/2024	34-01-62860	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	28,475.00			
Vendor: 8889	BELMONT FUNERAL HOME			Check Sequence: 15	ACH Enabled: False
10724	Body removals 7/1-9/2024	1,940.00	10/25/2024	10-20-62170	
	Check Total:	1,940.00			
Vendor: 1764	BIUNDO LANDSCAPING			Check Sequence: 16	ACH Enabled: False
6	Vacant and foreclosure grass cutting Sept	150.00	10/25/2024	10-13-53000	
6	Vacant and foreclosure grass cutting Sept	560.00	10/25/2024	43-01-59000	
	Check Total:	710.00			
Vendor: 1571	BRADY INDUSTRIES			Check Sequence: 17	ACH Enabled: False
9259438	Towel rolls	239.80	10/25/2024	34-01-62680	
9264201	Toilet paper	356.65	10/25/2024	34-01-62860	
	Check Total:	596.45			
Vendor: 1609	BRISTOL HOSE & FITTING			Check Sequence: 18	ACH Enabled: False
3557714	Hydraulic hose #228	62.02	10/25/2024	08-01-50090	
3557935	Hydraulic hose and sleeving # rush hog cutter	186.54	10/25/2024	08-01-50034	
	Check Total:	248.56			
Vendor: 2478	BROTHERS ASPHALT & PAVING			Check Sequence: 19	ACH Enabled: False
35179	Trench patches	49,400.00	10/25/2024	61-01-82800	
	Check Total:	49,400.00			
Vendor: 3378	BYRNE SOFTWARE TECHNOLOGIES INC			Check Sequence: 20	ACH Enabled: False
0106418	Professional services on Accela 9/21-9/27/2024	70.00	10/25/2024	10-02-81000	
	Check Total:	70.00			
Vendor: 0042	CINTAS CORPORATION			Check Sequence: 21	ACH Enabled: False
5232992602	Restock 1st aid kit	182.01	10/25/2024	10-60-60200	
	Check Total:	182.01			
Vendor: 1474	CITY HALL TECHNOLOGIES, INC			Check Sequence: 22	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
148	Email delivery services for e-newsletter & tech s	5,250.00	10/25/2024	10-01-51880	
	Check Total:	5,250.00			
Vendor: 5656	CITY OF AURORA			Check Sequence: 23	ACH Enabled: False
236441	Water samples, Sept2024	210.00	10/25/2024	34-01-62850	
	Check Total:	210.00			
Vendor: 2783	CJC Auto Parts			Check Sequence: 24	ACH Enabled: False
632145	5/8 and 3/4 tees	9.21	10/25/2024	08-01-50030	
	Check Total:	9.21			
Vendor: 1420	CLARK DIETZ, INC.			Check Sequence: 25	ACH Enabled: False
442394	Professional services for PD server room HVAC	5,483.11	10/25/2024	10-20-52600	
	Check Total:	5,483.11			
Vendor: 3644	COMCAST			Check Sequence: 26	ACH Enabled: False
0141239Sept24	Cable TV for streets for Oct	4.20	10/25/2024	10-02-51200	
0155544Oct24	VPN connection for VH for Oct	225.85	10/25/2024	10-02-51200	
0167317Sept24	Cable TV for PD for Sept	94.86	10/25/2024	10-20-52600	
0310303Oct24	Cable TV for VH for Oct	210.59	10/25/2024	10-02-51200	
	Check Total:	535.50			
Vendor: 5257	COMED			Check Sequence: 27	ACH Enabled: False
5566322000Oct24	3022 Cullerton 5566322000 9/3-10/2/2024	25.04	10/25/2024	10-50-62330	
7517571222Oct24	3548 River 7517571222 9/3-10/2/2024	24.47	10/25/2024	10-50-62330	
	Check Total:	49.51			
Vendor: 2085	COMPFCOREPRO			Check Sequence: 28	ACH Enabled: False
2561	Monthly service agreement Oct2024	1,000.00	10/25/2024	10-32-57000	
	Check Total:	1,000.00			
Vendor: 3302	CORE & MAIN LP			Check Sequence: 29	ACH Enabled: False
V654734	MP curb boxes lids	1,630.00	10/25/2024	34-01-62860	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,630.00			
Vendor: 1337 337923	CORPORATE BUSINESS CARDS, LTD No parking signs	150.00	10/25/2024	Check Sequence: 30 10-90-62610	ACH Enabled: False
	Check Total:	150.00			
Vendor: 1071 15007870	COZEN O'CONNOR Lobbyist services, Oct2024	3,500.00	10/25/2024	Check Sequence: 31 10-12-67560	ACH Enabled: False
	Check Total:	3,500.00			
Vendor: 2835 CEINV-000553	CWF RESTORATION 3107 Maple demo project	7,425.00	10/25/2024	Check Sequence: 32 10-90-87000	ACH Enabled: False
	Check Total:	7,425.00			
Vendor: 1464 0000410826 0000411541	D&P CONSTRUCTION CO., INC. Switches Switches	620.00 1,011.50	10/25/2024 10/25/2024	Check Sequence: 33 09-01-64000 09-01-64000	ACH Enabled: False
	Check Total:	1,631.50			
Vendor: UB*00712	KIM DIMARCO Refund Check 012548-000, 3127 ELDER Refund Check 012548-000, 3127 ELDER	101.47 54.64	10/09/2024 10/09/2024	Check Sequence: 34 34-00-20100 34-00-20100	ACH Enabled: False
	Check Total:	156.11			
Vendor: 3126 S1671264	DLT SOLUTIONS, LLC Reverse 911	5,457.13	10/25/2024	Check Sequence: 35 10-30-62190	ACH Enabled: False
	Check Total:	5,457.13			
Vendor: 5532 944709	DOOR SYSTEMS Station #3 garage door repair	435.25	10/25/2024	Check Sequence: 36 10-30-62060	ACH Enabled: False
	Check Total:	435.25			
Vendor: 0184 26906	DUKE'S ROOT CONTROL, INC. 2024 Sewer cleaning and inspection	15,767.57	10/25/2024	Check Sequence: 37 34-02-83191	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
638.24.1	2024 Sewer cleaning and inspection 7/15-9/1/20.	75,115.24	10/25/2024	34-02-83191	
Check Total:		90,882.81			
Vendor: 1668	DUPAGE TOPSOIL, INC.			Check Sequence: 38	ACH Enabled: False
057928	Semi putv	1,660.00	10/25/2024	10-90-62670	
Check Total:		1,660.00			
Vendor: 3026	DYNEGY ENERGY SERVICES			Check Sequence: 39	ACH Enabled: False
032240001319	2998 Hart 8/15-9/15/2024	80.63	10/25/2024	34-02-62800	
032240001319	11400 Copenhagen 8/15-9/15/2024	347.93	10/25/2024	34-02-62800	
032240001319	10800/11000 King 8/15-9/15/2024	5,084.07	10/25/2024	34-01-62800	
032240001319	129 West Manor 8/15-9/15/2024	131.15	10/25/2024	34-02-62800	
032240001319	9229 Grand 8/15-9/15/2024	117.76	10/25/2024	34-02-62800	
032240001319	8 Countyline 8/15-9/15/2024	641.57	10/25/2024	34-01-62800	
032240001319	9540 Addison 8/15-9/15/2024	54.51	10/25/2024	10-50-62330	
032240001319	11201 Taft 8/15-9/15/2024	58.10	10/25/2024	34-02-62800	
032240001319	9535 Belmont 8/15-9/15/2024	8,927.45	10/25/2024	34-01-62800	
032240001319	9364 Franklin 8/15-9/15/2024	58.85	10/25/2024	10-50-62330	
032240001319	0 17th Ave 8/15-9/15/2024	126.37	10/25/2024	34-02-62800	
032240001319	2401 Scott 8/15-9/15/2024	58.44	10/25/2024	10-50-62330	
032240001319	9400 Grand 8/15-9/15/2024	358.72	10/25/2024	10-50-62330	
032240001319	0 Franklin 8/15-9/15/2024	127.15	10/25/2024	10-50-62330	
Check Total:		16,172.70			
Vendor: 1755	E. HOFFMAN, INC.			Check Sequence: 40	ACH Enabled: False
31617	Mixed load spoils hauled out	2,180.00	10/25/2024	34-01-62860	
31715	Mixed load spoils hauled out	1,090.00	10/25/2024	34-02-63070	
31718	Mixed load spoils hauled out	3,815.00	10/25/2024	34-02-63070	
Check Total:		7,085.00			
Vendor: 5498	EFAX CORPORATE			Check Sequence: 41	ACH Enabled: False
5056120	Efax software for HR - Sept	34.99	10/25/2024	10-02-54200	
Check Total:		34.99			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 6002 ESS3338	ELECTRONIC SECURITY SOLUTIONS, INC. Service & maint Oct2024	350.00	10/25/2024	Check Sequence: 42 41-01-63220	ACH Enabled: False
	Check Total:	350.00			
Vendor: 3278 126104	ELEVATOR INSPECTION SERVICES 9 annual inspections performed for village elevat	313.00	10/25/2024	Check Sequence: 43 10-13-60550	ACH Enabled: False
	Check Total:	313.00			
Vendor: 5866 8868	E-TECH TRADING, LLC Electronic recycling	116.95	10/25/2024	Check Sequence: 44 09-01-64000	ACH Enabled: False
	Check Total:	116.95			
Vendor: 4788 0481632 0483272 0505856	FERGUSON WATERWORKS #2516 Meter scoders Meter flg kits, flg 25 ft Meter ecoders	9,524.78 3,449.51 789.34	10/25/2024 10/25/2024 10/25/2024	Check Sequence: 45 34-01-62820 34-01-62835 34-01-62820	ACH Enabled: False
	Check Total:	13,763.63			
Vendor: 0393 634.24.1	FOWLER ENTERPRISES, LLC 9763 Franklin Ave building demo 9/2-9/27/24	83,750.00	10/25/2024	Check Sequence: 46 10-90-87000	ACH Enabled: False
	Check Total:	83,750.00			
Vendor: 0080 61020	FRANKLIN PARK BUILDING MATERIAL Concrete stone	3,500.00	10/25/2024	Check Sequence: 47 34-01-62860	ACH Enabled: False
	Check Total:	3,500.00			
Vendor: 0081 14190 14191 14192 14193	FRANKLIN PARK PLUMBING CO., INC. Replace lead water service with copper from mai Change valve at meter Replace lead service from water main to house Replace lead service from water main to house	9,140.00 475.00 7,965.00 8,962.00	10/25/2024 10/25/2024 10/25/2024 10/25/2024	Check Sequence: 48 34-01-88910 34-01-62860 34-01-88910 34-01-88910	ACH Enabled: False
	Check Total:	26,542.00			
Vendor: 5858	GOAL LINE LLC			Check Sequence: 49	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
10424	Reimb for 5 month pro-ratio liquor license	812.50	10/25/2024	10-01-30620	
	Check Total:	812.50			
Vendor: 5200	GRAINGER			Check Sequence: 50	ACH Enabled: False
9234016773	Utility pump, electric tape	423.37	10/25/2024	10-90-82630	
9258669721	Cable ties	51.47	10/25/2024	08-01-89115	
9262156988	S-hooks	10.56	10/25/2024	10-90-62070	
9269702917	Cable ties	400.80	10/25/2024	10-90-62070	
9272895807	Quick connect plugs, sockets	947.39	10/25/2024	34-01-82840	
9272895815	Diesel exhaust fluid	334.95	10/25/2024	10-90-50200	
	Check Total:	2,168.54			
Vendor: 1555	H&H ELECTRIC COMPANY			Check Sequence: 51	ACH Enabled: False
44173	Traffic signal contract maint - various locations	997.50	10/25/2024	10-90-62690	
44320	Street lighting maint- various locations	1,097.66	10/25/2024	10-50-62340	
44322	Traffic signal maint - 25th & Franklin ave	168.70	10/25/2024	10-90-62690	
44323	Street lighting maint - Westbrook Dr	1,175.64	10/25/2024	10-50-62340	
44324	Street lighting maint - Oak st	691.06	10/25/2024	10-50-62340	
44325	Traffic signal maint - Belmont & Edgington	13,186.64	10/25/2024	10-90-62690	
44326	Traffic signal contract maint - Belmont & Edging	311.70	10/25/2024	10-90-62690	
44327	Street lighting maint - various locations	683.38	10/25/2024	10-50-62340	
44328	Street lighting maint - various locations	691.95	10/25/2024	10-50-62340	
44329	Street lighting maint - various locations	654.05	10/25/2024	10-50-62340	
44330	Street lighting maint - various locations	1,069.09	10/25/2024	10-50-62340	
44332	Street lighting maint - various locations	1,499.76	10/25/2024	10-50-62340	
44341	Street lighting maint - various locations	1,668.18	10/25/2024	10-50-62340	
44342	Street lighting maint - Pearl and Edgington	1,229.55	10/25/2024	10-50-62340	
44343	Street lighting maint - Britta & Schiller	522.42	10/25/2024	10-50-62340	
	Check Total:	25,647.28			
Vendor: 5563	HIGH STAR TRAFFIC			Check Sequence: 52	ACH Enabled: False
7760	VOFP logo	243.30	10/25/2024	10-90-87610	
8285	Misc signs	468.25	10/25/2024	10-90-62610	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	711.55			
Vendor: 2870	HOMER INDUSTRIES			Check Sequence: 53	ACH Enabled: False
S216900	Drop charges	50.00	10/25/2024	09-01-64000	
S218433	Drop charges	50.00	10/25/2024	09-01-64000	
S218776	Drop charges	550.00	10/25/2024	09-01-64000	
S218847	Drop charges	50.00	10/25/2024	09-01-64000	
S218896	Drop charges	50.00	10/25/2024	09-01-64000	
S219079	Drop charges	100.00	10/25/2024	09-01-64000	
S219126	Drop charges	100.00	10/25/2024	09-01-64000	
S219185	Drop charges	75.00	10/25/2024	09-01-64000	
S219246	Drop charges	50.00	10/25/2024	09-01-64000	
	Check Total:	1,075.00			
Vendor: 1094	INDUSTRIAL ENGINE COMPANY			Check Sequence: 54	ACH Enabled: False
1526	Engine diesel generator	1,395.99	10/25/2024	34-01-50940	
	Check Total:	1,395.99			
Vendor: 2084	J.G. UNIFORMS			Check Sequence: 55	ACH Enabled: False
137228	Vest	95.15	10/25/2024	10-20-54000	
137599	Vest	1,075.00	10/25/2024	10-20-54000	
137600	Vest	1,075.00	10/25/2024	10-20-54000	
	Check Total:	2,245.15			
Vendor: 3705	JAMES DOWDEN & ASSOCIATES, INC			Check Sequence: 56	ACH Enabled: False
8049	Site visits and colored rendering with aluminum	5,690.00	10/25/2024	65-10-88500	
	Check Total:	5,690.00			
Vendor: 4559	JESSE'S LAWN SERVICES			Check Sequence: 57	ACH Enabled: False
19422	Vacant and foreclosure grass cutting- Sept2024	964.00	10/25/2024	10-13-53000	
	Check Total:	964.00			
Vendor: 1534	JKS VENTURES, INC.			Check Sequence: 58	ACH Enabled: False
210831	Limestone, logs	3,050.00	10/25/2024	09-01-64000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	3,050.00			
Vendor: 3233	JUST TIRES				ACH Enabled: False
0000068007	Tires for 2023 Ford Truck	905.00	10/25/2024	08-01-50034	Check Sequence: 59
	Check Total:	905.00			
Vendor: 4545	KCS COMPUTER TECHNOLOGY				ACH Enabled: False
19113	GFI AV server for Sept	1,129.52	10/25/2024	10-02-54200	Check Sequence: 60
19113	Consulting services for Sept	390.00	10/25/2024	10-02-51150	
19113	Proofpoint spam for Sept	666.77	10/25/2024	10-02-54200	
19113	Ironscales for Sept	1,032.00	10/25/2024	10-02-54200	
19113	SentinelOne for Sept	440.00	10/25/2024	10-02-54200	
19113	Veem backup replication for Sept	135.00	10/25/2024	10-02-55040	
19113	Office 365 for Sept	2,609.00	10/25/2024	10-02-54200	
19113	Max online back of servers for Sept	400.00	10/25/2024	10-02-55040	
19137	Meraki appliance	699.00	10/25/2024	10-02-80100	
19137	Appliance software	1,329.00	10/25/2024	10-02-54200	
	Check Total:	8,830.29			
Vendor: 0110	KRIETER CONCRETE CONST.				ACH Enabled: False
5001	Replacement of reinforced section of alley apron	2,380.00	10/25/2024	34-01-62860	Check Sequence: 61
5002	Replacement of reinforced section of streetw san	3,500.00	10/25/2024	34-01-62860	
5005	Replacement of reinforced curb with street drain	4,880.00	10/25/2024	34-02-63070	
5006	Replacement of reinforced street drain w curb	3,325.00	10/25/2024	34-02-63070	
5007	Replacement of reinforced curb & section of sire	5,600.00	10/25/2024	34-02-63070	
5008	Replacement of reinforced section of alley	2,620.00	10/25/2024	10-90-62600	
5010	Replacement of reinforced curb with street drain	4,130.00	10/25/2024	10-90-62600	
	Check Total:	26,435.00			
Vendor: 1501	LIVING WATERS CONSULTANTS, INC				ACH Enabled: False
3100	Silver creek water quality sampling cost share	1,878.98	10/25/2024	34-02-63070	Check Sequence: 62
	Check Total:	1,878.98			
Vendor: 0947	MAREN RONAN, LTD				ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
100124	Lobbyist services, Oct2024	6,000.00	10/25/2024	10-12-67560	
	Check Total:	6,000.00			
Vendor: 2431	McCANN INDUSTRIES INC.			Check Sequence: 64	ACH Enabled: False
W17633	Wheel loader (parts and labor)	15,000.00	10/25/2024	08-01-50035	
W17633	Wheel loader (parts and labor)	4,976.22	10/25/2024	08-01-50034	
	Check Total:	19,976.22			
Vendor: 3518	MCGUIRE WOODS CONSULTING LLP			Check Sequence: 65	ACH Enabled: False
92851547	Lobbyist services, 7/15-8/14/2024	3,500.00	10/25/2024	10-12-67560	
	Check Total:	3,500.00			
Vendor: 5862	MEIER GRANITE CO			Check Sequence: 66	ACH Enabled: False
5883	Adding names to Veterans Memorial	3,340.00	10/25/2024	10-90-69590	
	Check Total:	3,340.00			
Vendor: 0131	MENARDS MELROSE PARK			Check Sequence: 67	ACH Enabled: False
75843	Garden stakes, studs, paint, plants	458.61	10/25/2024	10-90-62715	
	Check Total:	458.61			
Vendor: 5553	METRO STRATEGIES			Check Sequence: 68	ACH Enabled: False
FPPM-10	Infrastructure project mgmt & funding srves Aug	2,713.00	10/25/2024	34-02-82800	
FPPM-10	Infrastructure project mgmt & funding srves Aug	2,712.00	10/25/2024	34-01-82800	
FPPM-10	Infrastructure project mgmt & funding srves Aug	2,712.00	10/25/2024	10-90-82800	
	Check Total:	8,137.00			
Vendor: 3071	MID AMERICAN WATER OF WAUCONDA, INC			Check Sequence: 69	ACH Enabled: False
274450W	PVC pipes, flange	537.34	10/25/2024	34-02-63070	
274520W	Clamps	1,588.88	10/25/2024	34-01-62860	
274785W	PVC pipes, flange	537.34	10/25/2024	34-02-63070	
	Check Total:	2,663.56			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 70	ACH Enabled: False
237102A	Hydrants, flanges	25,992.00	10/25/2024	34-01-62860	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
239787A	Green hydrant point	216.00	10/25/2024	34-01-62860	
239875A	Copper couplings, curb stops	3,527.50	10/25/2024	34-01-62860	
	Check Total:	29,735.50			
Vendor: 0329	MONROE TRUCK EQUIPMENT	159.90	10/25/2024	Check Sequence: 71	ACH Enabled: False
344555	Mudflaps			08-01-50090	
	Check Total:	159.90			
Vendor: 4521	NICOR			Check Sequence: 72	ACH Enabled: False
00421665753Sept	9800 Franklin 0042165753 8/23-9/23/24	54.61	10/25/2024	10-90-62940	
45671900004Sept	9535 Belmont 45671900004 8/23-9/23/24	166.26	10/25/2024	34-01-62940	
50771900003Sept	9300 Belmont 50771900003 8/23-9/23/24	142.31	10/25/2024	34-01-62940	
83226800007Sept	10920 King 83226800007 8/28-9/27/24	44.33	10/25/2024	34-01-62940	
87873543729Sept	9320 Belmont 87873543729 8/23-9/23/24	44.34	10/25/2024	34-02-52450	
	Check Total:	451.85			
Vendor: 2202	NORTHEASTERN IL. PUBLIC			Check Sequence: 73	ACH Enabled: False
73036626	Haz-Mat incident command class	400.00	10/25/2024	10-30-52001	
73036626	ICS-300 class	425.00	10/25/2024	10-30-52001	
73036626	ICS-400 class	325.00	10/25/2024	10-30-52001	
	Check Total:	1,150.00			
Vendor: 1149	O'HARA'S SON ROOFING			Check Sequence: 74	ACH Enabled: False
1207	Repair leaking roof at station #3	1,106.00	10/25/2024	10-30-62060	
	Check Total:	1,106.00			
Vendor: 1653	ON TIME EMBROIDERY INC			Check Sequence: 75	ACH Enabled: False
127947	Uniforms	112.00	10/25/2024	10-30-40806	
129704	Uniforms	1,080.00	10/25/2024	10-30-40806	
129705	Uniforms	661.00	10/25/2024	10-30-40806	
	Check Total:	1,853.00			
Vendor: 0270	O'REILLY AUTOMOTIVE, INC.			Check Sequence: 76	ACH Enabled: False
3398-132269	Oil, fuel filters, water sep, mud flap	202.97	10/25/2024	08-01-50030	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
3398-132309	Return	-38.99	10/25/2024	08-01-50030	
3398-132310	Mudd flap #477	76.40	10/25/2024	08-01-50030	
3398-133044	Cabin filters #223	89.98	10/25/2024	08-01-50090	
3398-133120	Credit	-37.48	10/25/2024	08-01-50090	
3398-134160	Air filters #sweeper #1 and #2	134.58	10/25/2024	09-01-64000	
3398-134164	Brake pads and rotors #881	139.99	10/25/2024	08-01-50020	
3398-134418	Anti freeze and hose tee #475	41.25	10/25/2024	08-01-50030	
	Check Total:	608.70			ACH Enabled: False
Vendor: 2249	ORKIN			Check Sequence: 77	
268785092	Weekly services	330.00	10/25/2024	10-60-62460	
268785237	Weekly services	330.00	10/25/2024	10-60-62460	
269447644	Weekly services	330.00	10/25/2024	10-60-62460	
269448869	Weekly services	330.00	10/25/2024	10-60-62460	
272982308	Bait stations	43.10	10/25/2024	10-60-62460	
	Check Total:	1,363.10			ACH Enabled: False
Vendor: 8300	PAGODA COMPUTER SUPPLIES			Check Sequence: 78	
16176	Color toners	470.00	10/25/2024	10-13-52960	
	Check Total:	470.00			ACH Enabled: False
Vendor: 4704	PAN AMERICAN BANK			Check Sequence: 79	
Aug2024	Lockbox August2024	751.80	10/25/2024	34-01-59010	
Sept2024	Lockbox July2024	912.73	10/25/2024	34-01-59010	
	Check Total:	1,664.53			ACH Enabled: False
Vendor: 0141	PARAMEDIC SERVICES OF ILLINOIS, INC.			Check Sequence: 80	
8646	Ambulance billing fee Sept2024	1,866.79	10/25/2024	10-30-62140	
	Check Total:	1,866.79			ACH Enabled: False
Vendor: 5442	GIULIANO PETRUCCI			Check Sequence: 81	
093024	Sept plumbing services	2,775.00	10/25/2024	10-13-40203	
	Check Total:	2,775.00			ACH Enabled: False

THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131
Attn: Village Clerk

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT BETWEEN THE
VILLAGE OF FRANKLIN PARK AND 9112 BELDEN AVENUE, LLC FOR
PROPERTY LOCATED AT 9112 BELDEN AVENUE FRANKLIN AVENUE,
FRANKLIN PARK, ILLINOIS (PIN 12-34-211-012-0000)**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“**Agreement**”) is made this 21st day of October 2024 (“**Execution Date**”), by and between the **Village of Franklin Park**, an Illinois municipal corporation (“**Village**”), and **9112 Belden Avenue, 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, 9112 Belden Avenue, LLC (“**Owner**”) is the contract purchaser of an approximate 7,500 square foot parcel, improved with a 4,340 square foot single-tenant industrial building, located at 9112 Belden Avenue, Franklin Park, Illinois, identified by permanent index number (PIN) 12-34-211-012-0000, and as legally described on Exhibit A (Property), a copy of which is attached hereto and made a part hereof; 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 Owner 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 substantially rehabilitate the Property at an estimated cost of between \$175,000.00 to \$225,000.00 and such work will include but not limited to repair or replace the roof, upgrade the lighting, replace the furnace, repair or replace windows, repair or replace the loading dock door and overhead door, complete masonry repair, tuckpointing, upgrade the office space and undertake general maintenance and repairs, as needed (collectively, the “**Project**”). The Project shall also include those matters identified in the packet of materials, documents, and exhibits submitted by the Owner, as defined below, to the Franklin Park Economic Development Commission at its meeting held on October 10, 2024, as if completely incorporated and set forth herein; and

WHEREAS, upon completion of the Project, Owner intends to occupy the Property for its business and related entity Unlimited Glass & Mirror Corporation who will use the Property for its operations and to expand its growing business; 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 (“**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 the Owner, 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 (“**Resolution**”). During the Term and except as otherwise 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 on the Property 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 commercially reasonable 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 April 1, 2026 (“**Completion Date**”). Within ten (10) business days of the Completion Date, Owner shall provide written notice to Village of the Completion Date for its review and approval, which shall not be unreasonably withheld, delayed, or denied (“**Certificate of Substantial Completion**”). For purposes of this Agreement, “Force Majeure” shall mean an act of God, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc. within the Chicagoland Area), war, civil commotion, shortages, or unavailability of labor, beyond the reasonable control of Owner. In no event shall a delay resulting from economic hardship, pandemic, 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, Owner shall provide the Village with thirty (30) day prior written notice thereof together with documentation supporting the asserted substantial vacancy.
- d. Subject to the Force Majeure provision of Section 4(b), on the first anniversary of the Completion Date (“**Job Retention Covenant Date**”), Owner, or its tenant shall cause and ensure that the following minimum employment numbers are based and maintained at the Property for the remainder of the Term: five (5) FTEs (defined below). An “FTE” shall mean a permanent full-time employee of the Owner, or its tenant 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 or its tenant shall retain an average for any 12-month

reporting period, as set forth in Section 4di below, at least ninety percent (90%) of the 5 FTE jobs (“**Job Retention Covenant**”).

- i. On each annual anniversary of the Job Retention Covenant Date during the Term, Owner shall submit an annual jobs certificate to the Village certifying and evidencing Owner’s or its tenant 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, or maintain the Project, or 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 ninety (90) 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.
 - vi. The violation of any zoning or building code regulation or requirement at the Property or failure of the Owner or any business in operation at the Property to maintain its account(s) with the Village current and in good standing.

- 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. 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 Owner, 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 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 (“**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 6a, 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 without the imposition, reimbursement or award for any damages, losses, or costs incurred by the Owner against the Village notwithstanding any other provision herein contained.

- 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. Prior to the approval of the Certificate of Substantial Completion, 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 Director of Community Development and Zoning of the Village, which approval shall be granted or denied, in the Director’s sole discretion, within thirty (30) days of written request by the Owner.
- b. After approval of the Certificate 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 (“Assumption”), which Owner shall promptly cause to 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 in this Agreement.

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 Village and Owner, 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 and supersedes any and all prior communications, representations, and understandings whether written or oral. 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 decision 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. During the term of this Agreement, 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 Owner and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. Promptly after Owner's acquisition of the Property, Owner shall cause a copy of this Agreement to be recorded against the Property at the expense of Owner. Upon the expiration of the Term, the Village and Owner shall execute and record a termination of this Agreement in the public records, if requested by either party.
- 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 9. 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: Director of Community Development and Zoning

With a copy to: Village of Franklin Park
 9500 W. Belmont Avenue
 Franklin Park, Illinois 60131
 Attention: Village Clerk

If to Owner: 9112 Belden Avenue, LLC
 9112 Belden Avenue
 Franklin Park, Illinois 60131
 Attn: Jaroslaw Momotko

- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon the parties hereto, 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 except for United States, State of Illinois, and Village legal holidays.

[EXECUTION PAGE FOLLOWS]

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

VILLAGE:

VILLAGE OF FRANKLIN PARK, an Illinois municipal corporation

By: _____

Its: Village President

ATTEST:

By: _____

Its: Village Clerk

OWNER:

9112 BELDEN AVENUE, LLC
an Illinois limited liability company

By: _____

Its: _____

Exhibit A

Legal Description

THE EAST 10 FEET OF LOT 7 AND 8 (EXCEPT THE EAST 10 FEET THEREOF) IN PACIFIC INDUSTRIAL SUBDIVISION OF LOTS 14, 15, AND PART OF LOT 16 IN SYRACUSE INDUSTRIAL SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4 AND THE NORTHWEST FRACTIONAL 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known as 9112 Belden Avenue, Franklin Park, Illinois 60131

Permanent Index Number (PIN): 12-34-211-012-0000

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-VC-____

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, AMENDING SECTIONS 9-9-2 AND 9-14-2 AND TABLE 9-1 OF THE
ZONING CODE REGARDING VILLAGE ENGINEER REVIEW AND MEDICAL
OFFICES (ZBA: 24-09)**

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 2425-VC- _____

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, AMENDING SECTIONS 9-9-2 AND 9-14-2 AND TABLE 9-1 OF THE
ZONING CODE REGARDING VILLAGE ENGINEER REVIEW AND MEDICAL
OFFICES (ZBA: 24-09)**

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*”) have heretofore exercised the power conferred on them pursuant to 65 ILCS 5/11-13-1, *et seq.*, of the Illinois Municipal Code by adopting the Franklin Park Zoning Ordinance (Ord. 7475 Z10 and Ord. 2223-VC-11), as from time to time supplemented and amended (collectively the “*Zoning Code*”); and

WHEREAS, a text amendment application, ZBA 24-09, has been submitted by the Village requesting an amendment to Sections 9-9-1 and 9-9-2, and Table 9-1 of the Zoning Code regarding Village Engineer review of zoning applications and permitted locations of medical/dental offices (the “*Proposed Amendment*”); and

WHEREAS, the Zoning Board of Appeals held a public hearing on October 2, 2024, as to whether the Proposed Amendment should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing date; and

WHEREAS, the Zoning Board of Appeals has filed its findings of fact and

recommendations that the Proposed Amendment be granted, and the Corporate Authorities have duly considered said findings of fact and recommendations; and

WHEREAS, the Corporate Authorities have determined, in the best interest of the health, safety and welfare of the residents of the Village, to further amend the text of the Franklin Park Zoning Ordinance.

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. 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, except that the President and Board of Trustees find and determine that the Proposed Amendment, as it applies to Section 9-9-1, is more applicable to Section 9-14-2, because it concerns the entire zoning application process.

Section 2. The President and Board of Trustees find and determine that the adoption of the Proposed Amendment, as modified herein, is in the public interest and is in furtherance of the progressive demands of orderly Village development.

Section 3. Section 9-14-2 (“*Application processes generally*”) of Chapter 14 (“*Zoning Administration*”) of Title 9 (“*Zoning Ordinance*”) is hereby amended by adding the underlined language, and by deleting the stricken language, to read as follows:

9-14-2. – Application processes generally.

* * *

B. *Application completeness.*

- a. The application must include all information, plans, and data as specified in the application requirements. Any required plans must be at a scale sufficient to permit a clear and precise understanding of the proposal, unless specifically required to be at a set scale.

- b. The Zoning Administrator will examine all applications to determine completeness. Additionally, the Village Engineer has the authority to review site plans, require site plan modifications, and/or require a traffic study by a professional, licensed engineer. If the application does not include all the submittal requirements for the application, the Zoning Administrator will reject the application and provide the applicant with the reasons for the rejection. The Zoning Administrator will take no further steps to process the application until all deficiencies are remedied.
- c. After an application is determined to be complete, any substantive change made by the applicant to the application requires resubmittal of the entire application and a new completeness review. However, such revisions do not require an additional payment of fees. However, once the application is under consideration by the appropriate body, additional information or revisions requested during review do not constitute a change to the application.

* * *

Section 4. Table 9-1 (“*Use Matrix*”) of Section 9-9-2 (“*Use matrix generally*”) of Chapter 9 (“*Uses*”) of Title 9 (“*Zoning Ordinance*”) is hereby amended by adding the underlined language, and by deleting the stricken language, to read as follows:

9-9-2. – Use matrix generally.

* * *

PRINCIPAL USE	***	DT-1	DT-2	DT-3	DT-4	C-1	C-2	C-3	C-4	C-5	***
* * *											
Medical/Dental Office		P	P	P	P	<u>P</u>	P	P			
* * *											

* * *

Section 5. All sections of the Franklin Park Zoning Ordinance not addressed in this Ordinance, or another amending ordinance shall remain in full force and effect.

Section 6. 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 7. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8. 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 October 2024 pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of October 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE
VILLAGE AND FRANKLIN PARK COMMONS FOR THE VILLAGE OWNED
PARCEL OF REAL PROPERTY AT 3010 MANNHEIM ROAD**

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 2425-G- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE AND FRANKLIN PARK COMMONS FOR THE VILLAGE OWNED PARCEL OF REAL PROPERTY AT 3010 MANNHEIM ROAD

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 owns a certain vacant parcel of undeveloped property that is zoned C-3 General Commercial District and identified as Lots 73, 74, 75, 76, 77 (portion thereof), 78, 79, 80, 81 and 82 consisting of approximately 1.29 acres or 56,365 square feet, identified by permanent index numbers (PINs) 12-29-212-002-0000, 12-29-212-003-0000, 12-29-212-008-0000, 12-29-212-009-0000 and 12-29-212-013-0000 and commonly known as 3010 Mannheim Road, Franklin Park, Illinois (the "*Property*") and legally described on Exhibit A, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") previously found 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 determined 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, the Corporate Authorities further determined it is in the best interests of the Village to sell the Property pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code (the “*Act*”); and

WHEREAS, the Act establishes procedures for the sale of municipal-owned surplus real property conducted by the staff of the Village after ascertaining the value of the surplus real estate by written appraisal and making said appraisal available for public inspection; and

WHEREAS, the Act authorizes the Corporate Authorities to accept any contract determined to be in the best interest of the Village by a vote of two-thirds (2/3) of the Corporate Authorities, but in no event at a price less than eighty percent (80%) of the appraised value of the Property; and

WHEREAS, the Village ascertained a written appraisal report for the Property, dated January 24, 2024, which was prepared by Mary Wagner, MAI, of Praedium Valuation Group, 1658 North Milwaukee Avenue, Suite B, PMB 5460, Chicago, Illinois, which determined that the appraised value of the Property was \$540,000.00 (the “*Appraisal*”); and

WHEREAS, on March 4, 2024, the Corporate Authorities adopted Resolution Number 2324-R-18 entitled “*A Resolution of the Village of Franklin Park, Cook County, Illinois Declaring as Surplus Property the Village Owned Parcel of Real Property at 3010 Mannheim Road and Authorizing Village Staff to Market the Property for Development and Direct the Village Clerk to Make a Copy of the Appraisal of the Property Available to Any Party;*” and

WHEREAS, on March 14, 2024, the Village published a “*Legal Notice/ Public Notice of Sale of Surplus Real Property Owned by the Village of Franklin Park at 3010 Mannheim Road*” along with a copy of Resolution Number 2324-R-18 in the Franklin Park Herald-Journal,

a newspaper of general circulation in the Village, to advise any interested party that the Village was accepting proposals for the sale of the Property; and

WHEREAS, the Public Notice, Appraisal, and Resolution Number 2324-R-18 were made available in the office of the Village Clerk of the Village of Franklin Park; and

WHEREAS, the Village received a proposal for the purchase of the Property from Franklin Park Commons, LLC; and

WHEREAS, the Director of Community Development was authorized in Resolution Number 2324-R-18 to review proposals for the sale of the Property and present a proposal to the Corporate Authorities for the sale and redevelopment of the Property in accordance with Resolution Number 2425-R-01, passed on May 6, 2024, entitled "*A Resolution of the Village of Franklin Park, Cook County, Illinois Accepting a Proposal for the Village Owned Property at 3010 Mannheim Road And Authorize the Director of Community Development to Negotiate an Agreement for its Sale and Development*" and pursuant to the Act; and

WHEREAS, the Village is selling the Property to Franklin Park Commons, LLC in the amount of \$432,500.00, which is a price that is not less than eighty percent (80%) of the appraised value of the Property in accordance with the Act; and

WHEREAS, the Director of Community Development, pursuant to Resolution 2425-R-01, is hereby presenting the terms and conditions of the sale of the Property for consideration by the Corporate Authorities.

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 Property is hereby determined and declared by the Corporate Authorities to be surplus real estate of the Village.

Section 3. The Redevelopment Agreement by and between the Village of Franklin Park and Franklin Park Commons, LLC (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit B, is hereby approved substantially in the form presented to the Village Board, with any and all such changes, substantive or otherwise, as may be authorized by the Director of Community Development or Village Attorney, the execution thereof by the Village President to constitute the approval by the Corporate Authorities of any and all changes or revisions therein contained.

Section 4. The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Agreement and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described, and the Village Attorney and Village Engineer are further authorized to prepare and execute any document and take such further action to provide for the conveyance and development of the Property.

Section 5. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to take such further actions and incur such costs as are necessary to carry out the intent and purpose of this Ordinance and the Agreement and complete the sale of the Property, as contemplated herein.

Section 6. 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 7. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8. This Ordinance shall be in full force and effect immediately after its passage and publication as required 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 October 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of October 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Legal Description

LOTS 73 THROUGH 82, BOTH INCLUSIVE, (EXCEPT THAT PART OF LOT 77, CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED AS DOCUMENT 25383996 AND DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 77; THENCE WEST ALONG THE SOUTH LINE OF LOT 77, A DISTANCE OF 15.00 FEET; THENCE NORTHEAST ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF LOT 77, WHICH IS 15.00 FEET NORTH (AS MEASURED ALONG SAID EAST LINE) OF THE SOUTHEAST CORNER OF SAID LOT 77; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING), IN FRANKLIN MANOR, BEING A SUBDIVISION OF THE SOUTH 20 ACRES (EXCEPT THE NORTH 68.00 FEET THEREOF) OF THE NORTH 40 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1959 AS DOCUMENT 17634777, IN COOK COUNTY, ILLINOIS

Permanent Index Numbers (PINs): 12-29-212-002-0000, 12-29-212-003-0000, 12-29-212-008-0000, 12-29-212-009-0000 and 12-29-212-013-0000

Exhibit B
Agreement

**A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF
FRANKLIN PARK AND FRANKLIN PARK COMMONS, LLC FOR THE SALE AND
DEVELOPMENT OF A VACANT PARCEL OF VILLAGE OWNED PROPERTY**

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**”) dated as of October _____, 2024 (the “**Effective Date**”) by and between the **VILLAGE OF FRANKLIN PARK**, an Illinois municipal corporation (the “**Village**” or “**Seller**”), and **FRANKLIN PARK COMMONS, LLC**, an Illinois limited liability corporation (the “**Developer**” or “**Purchaser**”). The Village or Seller and Developer or Purchaser shall also be known collectively, as the “**Parties**.”

WITNESSETH

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

PRELIMINARY STATEMENTS

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

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

B. The Village owns a certain vacant parcel of undeveloped property commonly known as 3010 Mannheim Road that is zoned C-3 General Commercial District and identified as Lots 73, 74, 75, 76, 77 (except that part of Lot 77, conveyed to the State of Illinois by deed recorded as document number 25383996), 78, 79, 80, 81 and 82 consisting of approximately 1.29 acres or 56,365 square feet, identified by permanent index numbers (PINs) 12-29-212-002-0000, 12-29-212-003-0000, 12-29-212-008-0000, 12-29-212-009-0000 and 12-29-212-013-0000 and as further legally described on **Exhibit A** (the “**Property**”), a copy of which is attached hereto and made a part hereof.

C. The Village has determined it is in the best interests of the Village to sell the Property pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code (the “**Act**”), which establishes procedures for the sale of municipal-owned surplus real property conducted by the staff of the Village after ascertaining the value of the surplus real estate by written appraisal and making said appraisal available for public inspection.

D. The Village ascertained a written appraisal report for the Property, dated January 24, 2024, which was prepared by Mary Wagner, MAI, of Praedium Valuation Group, 1658 North Milwaukee Avenue, Suite B, PMB 5460, Chicago, Illinois, which determined that the appraised value of the Property was \$540,000.00.

E. On March 4, 2024, the Corporate Authorities adopted Resolution Number 2324-R-18 entitled “*A Resolution of the Village of Franklin Park, Cook County, Illinois Declaring as*

Surplus Property the Village Owned Parcel of Real Property at 3010 Mannheim Road and Authorizing Village Staff to Market the Property for Development and Direct the Village Clerk to Make a Copy of the Appraisal of the Property Available to Any Party.”

F. On March 14, 2024, the Village published a “*Legal Notice/ Public Notice of Sale of Surplus Real Property Owned by the Village of Franklin Park at 3010 Mannheim Road*” along with a copy of Resolution Number 2324-R-18 in the Franklin Park Herald-Journal, a newspaper of general circulation in the Village, to advise any interested party that the Village was accepting proposals for the sale of the Property.

G. On April 17, 2024, the Village received a commercial retail development proposal from Franklin Park Commons, LLC for the purchase and development of the Property.

H. The Developer is an Illinois limited liability corporation duly organized, validly existing and qualified to do business in Illinois and the Village and is in the business of commercial development and is familiar with the Property.

I. On May 6, 2024, the Corporate Authorities adopted Resolution Number 2425-R-01 entitled “*A Resolution of the Village of Franklin Park, Cook County, Illinois Accepting a Proposal for the Village Owned Property at 3010 Mannheim Road and Authorizing the Director of Community Development to Negotiate an Agreement for its Sale and Development.*”

J. The Village intends on selling the Property to the Purchaser in the amount of \$432,500.00, which is a price that is not less than eighty percent (80%) of the appraised value of the Property in accordance with the Act.

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

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

M. The Developer has investigated the Property and has proposed, subject to the terms of this Agreement, to construct a one-story, approximately 11,180 square foot retail commercial building anchored by an approximately 5,500 square foot Iron Age Korean Steakhouse restaurant, along with certain other retail establishments that shall be approved by the Village, in its sole discretion, with all planning and construction taken in full compliance with building and zoning codes, regulations, and requirements of Village that will contain enhanced architectural details, all required electric vehicle ready stations along with fully operational electric vehicle charging stations, underground utilities, and outdoor landscaping. Architectural plans, landscaping plans

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

N. The Developer agrees that the Project shall result in an investment by the Developer in an amount equal to or in excess of \$4,500,000.00. It is understood between the Developer and the Village that said estimate is based on the Preliminary Site Plan and estimated cost of construction of the Project that may be adjusted based on the construction stage and scope of work required to undertake the Project.

O. The Corporate Authorities have further determined but for the incentive herein provided to the Developer that requires the Village to convey the Property to the Developer below the appraised value of the Property, the Project would not occur and that such assistance is authorized and required to overcome the impairments of growth and development on the Property.

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

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

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

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

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

U. The Village is authorized to enter into this Agreement and take all actions contemplated by it pursuant to the authority provided to the Village as a municipal corporation under the statutes and Constitution of the State of Illinois.

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

ARTICLE 1
Incorporation of Recitals

1.1 Incorporation. The statements, representations, covenants, and recitations set forth in the foregoing preliminary statements are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1. The Parties acknowledge the accuracy and validity of such statements, representations, covenants, and recitations.

ARTICLE 2
Purchase and Sale

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

ARTICLE 3
Purchase Price

3.1 Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be FOUR HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$432,500.00) payable by wire transfer of immediately available funds at the Closing, against which the Earnest Money (as defined below) and any net credit or proration will be debited or credited accordingly.

3.2 Earnest Money. Within five (5) business days of the Effective Date of this Agreement, Purchaser shall deposit TWENTY THOUSAND AND NO/100THS DOLLARS (\$20,000.00) in cash with the Village and shall deposit an additional TWENTY THOUSAND DOLLARS and NO/100THS Dollars (\$20,000.00) contemporaneously with the submission of Developer's Termination Waiver to the Village (collectively the "**Earnest Money**"). No interest shall be provided to the Developer by the Village. The Developer shall have the right, for any reason, to receive a full refund of the Earnest Money within the Inspection Period. Developer may terminate the transaction without further liability for any reason or no reason during the Inspection Period and the Earnest Money shall be returned to the Developer. If the Closing shall fail to occur and this Agreement is terminated by any reason of a breach or default of Village under this Agreement, the Earnest Money shall be immediately refunded to Developer, unless Developer elects to seek specific performance hereunder. If Developer elects to seek specific performance hereunder and prevails on such claim, Developer shall be paid its reasonable attorney's fees as determined by the court in an amount not to exceed \$25,000.00. If the Closing shall fail to occur and this Agreement is terminated by any reason of a breach or default of Developer's default, then the Earnest Money shall be paid to Village. In the event the Parties are not in default hereunder, then the Earnest Money shall be non-refundable to Developer and shall be applied to the Purchase Price at the Closing.

3.3 Intentionally Left Blank

3.4 Waiver of Reimbursements for Project Cost and Incentives. Developer acknowledges and agrees that except for the reduction of the Purchase Price, it shall not seek reimbursements for any Project cost or other financial incentive from the Village. The Developer may apply for Enterprise Zone benefits, as approved by the Village in its sole discretion. The Developer may apply for a Cook County Class 7b or 7c incentive in accordance with the Cook County Real Property Assessment Classification Ordinance, and the Village agrees to provide a resolution in support such application, as approved by the Village in its sole discretion.

ARTICLE 4 Development of Property

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

4.1.1 Plans and Specifications. Within one hundred and twenty days (120) days after the Effective Date of this Agreement and prior to Closing, Developer shall deliver the preliminary plans for the Project to be reviewed and approved by Village in accordance with Village's customary approval and permit process in the ordinary course, but on a reasonably expedited basis (the "**Preliminary Plans**"). The Preliminary Plans shall substantially comply with the Preliminary Site Plan and this Agreement. Village shall cooperate with Developer in good faith in its review and approval of the Preliminary Plans. Promptly following receipt of Village's approval of the Preliminary Plans and the building permit issued therefore, such Preliminary Plans shall thereafter constitute the "**Approved Plans**." Within one hundred and twenty days (120) days of the Effective Date, Developer shall also file all required applications and supporting documentation as may be necessary to, and thereafter utilize its best efforts to, secure those approvals of necessary governmental authorities other than Village which are a precondition to Developer's right to construct the Project according to the Approved Plans (the "**Government Approvals**"). Upon receipt of the foregoing approvals from necessary governmental authorities, Developer shall promptly provide copies thereof to the Village, as applicable.

4.1.2 Proof of Financing. Contemporaneous with the delivery of the Preliminary Plans and prior to the Closing Date, Developer shall deliver to the Village for its review and approval, which shall not be unreasonably withheld: (i) evidence of Developer's financial capability adequate to finance the Project, including a detailed financial commitment reasonably acceptable to the Village from a financial institution for the financing and construction of the Project, and (ii) evidence of Developer's ability to make an adequate equity contribution in the amount of any gap financing. Developer shall be required to promptly either confirm or revise Proof of Financing within thirty (30) days after the Preliminary Plans shall constitute Approved Plans, as herein defined, but no later than the filing of all Building Permits. Developer's Proof of Financing shall always remain valid thereafter, up to the Project Completion Date. Failure of the Developer to provide Proof of Financing, or adequacy thereof, and either confirm or revise Proof of Financing to the Village within the timeframe herein specified shall be cause for Village to

terminate this Agreement without notice of default and Village and Developer shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement.

4.1.3 Zoning and Building Permits. Contemporaneous with the delivery of the Preliminary Plans and prior to the Closing Date, Developer shall make application to the Village for all zoning relief or request, if applicable, necessary for the construction of the Project. Developer shall within ninety (90) days of the Approved Plans (i) file all required applications and supporting documentation to the Village as may be necessary to secure the issuance of all necessary permits for the construction of the Project according to the Approved Plans required to undertake and construct the Project and (ii) file all other required applications and supporting documentation as may be necessary to secure those approvals of necessary governmental authorities other than the Village which are a precondition to Developer's right to undertake and construct the Project according to the Approved Plans (collectively the "**Building Permits**"). Upon filing for and subsequent receipt of the foregoing approvals from all necessary governmental authorities other than the Village, Developer shall promptly provide copies thereof to the Village. Failure of the Developer to submit the Preliminary Plans or file for Building Permits within the timeframe herein specified shall be cause for Village to terminate this Agreement without notice of default and Village and Developer shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement.

4.2 Prohibited Uses. Developer shall not make or permit any use of Property that constitutes any of the following uses: adult book store, adult entertainment cabaret, pornographic entertainment facility, adult/pornographic motion picture theater, church or other place of worship, drug or alcohol treatment facilities, medical or dental facility, nursing, senior or adult living home, extended stay hotel or similar lodging operation, short or long term airport or truck parking, mattress store, tobacco or vape store, flea market, massage parlor, pawn shops, precious metals dealers (except in connection with the sale of jewelry or a coin dealer as the principal business), pay-day loans, school of any type, tattoo parlor or any other permitted, conditional or special use not specifically identified in the Village's zoning district that the Property is located (collectively, the "**Prohibited Uses**"). The Parties agree that the covenant of this Section 4.2 shall be a covenant running with the land and the Deed shall contain such covenant for the benefit of Village.

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

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

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

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

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

4.8 Environmental Covenants. Developer covenants that (i) the construction, and development of the Project will comply with all Environmental Laws; (ii) Developer shall promptly notify Village upon becoming aware of any investigation, proceeding, complaint order, directive, claim, citation or notice by any governmental authority or any other person which is directed or threatened against the Project and/or Property and Developer shall take prompt and appropriate actions to respond thereto; and (iii) the Developer shall promptly notify the Village upon becoming aware of any non-compliance with or violation of the requirements of any Environmental Law or the release, spill, or discharge, threatened or actual, of any Hazardous Materials on the Property.

4.9 Use of the Property. Developer agrees that no less than fifteen (15) business days prior to the Closing date it shall deliver fully executed copies of all agreements to operate on the Property an Iron Age Korean Steakhouse Restaurant for a minimum period of five (5) years from the Project Completion Date (collectively the "**Use of the Property**"). Failure of Developer to maintain and operate the Use of the Property shall require the Developer or its successors or assigns to pay liquidated damages to Village in the amount of TWENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$25,000.00) unless a similar Use of the Property occupies the space in the Property within sixty (60) days. The Parties agree that the Developer shall provide to the Village within seven (7) business days of a written request copies of all records concerning any Prohibited Uses to determine compliance with Section 4.2 of this Agreement. The Parties further agree that the terms of this Section 4.9 shall be a covenant running with the land and the Deed shall contain such covenant for the benefit of Village.

4.10 Survival. The covenants set forth in this Article 4 shall survive the Closing, run with the land, and be binding upon any successor in interest, assigns or transferees.

ARTICLE 5 Title and Survey

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

5.2 Title Commitment; Survey. After the Effective Date, Village shall order or provide (a) a current, effective ALTA owner's title insurance commitment (the "**Title Commitment**") issued by a Village approved title company (the "**Title Company**"), in the amount of the Purchase Price of the Property with Developer as the proposed insured, and (b) an ALTA survey of the Property (the "**Survey**").

5.3 Title Objections; Cure of Title Objection.

5.3.1 Developer may deliver to Village written notice (the "**Objection Notice**") objecting to title and survey matters (the "**Title Objections**") before the date that is ten (10) days prior to the expiration of the Inspection Period (the "**Title Review Period**") for matters disclosed by the Title Commitment or Survey.

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

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

Developer's failure to provide written notice to Village of such election will be deemed an election by Developer to terminate this Agreement under clause (ii) above.

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

ARTICLE 6

Inspection

6.1 Right of Inspection. Developer may, at Developer's expense, enter the Property at any commercially reasonable time and make all due diligence investigations, studies, tests, and samplings which Developer desires (the "**Inspections**"), including, without limitation, geological, environmental, engineering, ground water and soil tests. Developer may access and inspect, and Village shall make available at its offices to Developer, all files, books, and records maintained by Village, wherever located, relating to the Property, including, but not limited to, bills, invoices, correspondence, surveys, plats and specifications, licenses and warranties, and any other items reasonably requested by Developer. Village expressly disclaims any representation or warranty with respect to the accuracy or completeness of any such items so furnished or made available to Developer. Developer shall not conduct any invasive or destructive inspections of the Property, including without limitation, drilling, or boring, without the Village's prior written consent, which shall not be unreasonably withheld or delayed. Developer shall further keep the Property free and clear of any and all liens resulting from any such entry onto the Property. During the Inspections, Developer will maintain or will cause its contractors or consultants to maintain comprehensive liability and property damage insurance with a limit of \$500,000.00 for each incident and a \$1,000,000.00 policy limit for aggregate operations on an occurrence basis. Prior to entering the Property, Developer shall provide Village with evidence, reasonably satisfactory to Village, of such insurance, which such insurance shall name Village as an additional insured thereunder. Developer will indemnify, defend and hold Village, its agents, employees, contractors, attorneys and representatives harmless from any and all losses, claims, demands, liabilities, fees, damages, costs and expenses, arising out of or resulting from the entry of Developer or any of its agents, employees, contractors or representatives onto the Property; excluding, however, losses arising out of (i) any negligent or intentional acts of Village, and (ii) the discovery of any defects or environmental conditions existing on or prior to the date of the Inspections. If the Closing does not occur, Developer shall promptly repair, at Developer's sole cost and expense, the Property with respect to any damage caused by such inspections and restore the Property to substantially the same condition that existed prior to such test or inspection. Developer's obligations to so defend, hold harmless and indemnify the Village, its agents, employees, contractors, attorneys, and representatives and to so repair the Property shall survive the Closing Date and delivery and recordation of the Deed, or termination of this Agreement.

6.2 Right of Termination.

6.2.1 Inspection Period. The obligation of Developer to purchase the Property is subject to the condition that Developer, in its reasonable judgment based upon the Inspections and analysis at its sole cost and expense, shall have approved the Property for purchase, including, but not limited to, soil tests, engineering reports, environmental reports, zoning and the feasibility of

Developer's contemplated use of the Property (the "**Inspection Contingency**"). Developer shall satisfy or waive such Inspection Contingency before Developer shall be obligated to purchase the Property. This Inspection Contingency shall be satisfied or waived by Developer, or this Agreement terminated by Developer, no later than the end of the Inspection Period. The "**Inspection Period**" is that period beginning on the Effective Date and ending at 5:00 p.m. Central Time on the one hundred and twentieth (120th) day after such date (the "**Inspection Date**"). Developer may at any time on or before the expiration of the Inspection Period, do one of the following: (i) send notice of acceptance to the Village (the "**Termination Waiver**"); or (ii) terminate this Agreement by sending written notice to Village (the "**Termination Notice**"). If Developer fails to timely send a Termination Waiver or Termination Notice, Developer shall be deemed to have irrevocably sent a Termination Notice. Upon issuance of the Termination Notice, Village and Developer shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If Developer delivers a Termination Waiver, Developer shall have no further right to terminate the Agreement.

ARTICLE 7

Closing

7.1 Time and Place of Closing. Notwithstanding anything contained in this Agreement to the contrary, the closing on the Property (the "**Closing**") shall be at a date and time that is the earlier of the following: (i) no less than ten (10) business days after the satisfaction or waiver of the applicable provisions and conditions set forth in Article 4, Article 5, Article 6 and Article 7; or (ii) such date as Developer and Village mutually agree upon (the "**Closing Date**").

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

7.2.1 Quit Claim Deed. Deliver to Developer a quit claim deed in the form attached as **Exhibit B** (the "**Deed**") conveying to Developer all of Village's right, title, and interest in the Property;

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

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

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

7.2.5 Possession. Deliver to Developer possession of the Property;

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

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

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

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

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

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

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

7.3.4 Developer Representation and Warranties. Deliver to Village a certificate certifying the accuracy of Developer's representations and warranties of the Closing Date; and

7.3.5 Payment of Building Permit fees; Stormwater Detention, Fee in-lieu of Detention. Developer shall have paid Village prior to the Closing Date all building permit fees and applicable fee in-lieu of stormwater detention to construction the Project. The fee in-lieu of detention shall be due the same time final building permit fees are paid by Developer with the issuance of the final building permits; and

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

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

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

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

7.5 Closing Costs. The Parties shall be responsible for any and all closing costs, fees or services incurred as typically charged to a seller and buyer, including but not limited to, any and all title policy premium charges and costs, extended coverage, any title endorsements, escrow fees, recording fees, transfer taxes and any other cost or fee incurred in connection with the acquisition and sale of the Property, including preparation of the Survey but excluding inspection documents of Developer or any environmental studies or analysis undertaken by the Developer (the “**Closing Costs**”).

7.6 Conditions to Closing.

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

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

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

- a. Developer must have delivered or caused to be delivered all items required to be delivered under this Agreement; including but not limited to the following: (i) satisfaction or waiver of the conditions set forth in Section 6.6; (ii) submission of plans for the construction of the Project for review and approval by Village and make application to Village for all permits necessary for the construction of the Project; (iii) a firm written commitment from a financial institution for the financing and construction of the Purchase Price and Project; and (iv) contract(s) for services with Developer to construct the Project. Village shall have the unilateral right to terminate this Agreement if Developer fails to obtain conditions (i), (ii), (iii), and (iv) within one hundred eighty (180) days after the Effective Date.
- b. All representations and warranties of the Developer contained in this Agreement shall be true and correct in all material respects as of the Closing Date;
- c. Developer must have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by the Developer as of the Closing Date; and

d. All other conditions precedent to Village's obligation to sell the Property which are set forth in this Agreement shall have been satisfied on or before the Closing Date.

7.6.3 In the event any of the foregoing conditions set forth in Section 6.6 have not been satisfied by the Closing Date, provided that such failure is not the result of a default hereunder by the non-performing party (in which event the performing party would have the rights and remedies described in this Agreement, the performing Party shall have the right to (i) waive such condition or (ii) terminate this Agreement by written notice to the other Party on or before the Closing Date, whereupon the parties shall have no further rights, duties or obligations under this Agreement, other than those which expressly survive the termination of this Agreement.

ARTICLE 8

Representations, Warranties and Covenants

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

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

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

8.1.3 Intentionally Left Blank.

8.1.4 Leases. There are no leases affecting the Property.

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

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

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

8.1.8 Property Taxes. The Property is tax exempt.

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

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

a. Developer has entered into this Agreement and if Developer purchases the Property hereunder, Developer will do so based on its own investigation of the physical condition of the Property, including any improvements and the soils and ground water conditions of the Property and its immediate environs; and

b. Developer will acquire the Property in an "AS IS" condition with known and unknown faults and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.

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

8.2.3 Waiver. Developer hereby waives, releases, acquits and forever discharges Village and its officers, directors, partners, employees, agents, attorneys, and any other person acting on behalf of Village, from and against any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseeable or unforeseeable, which Developer now has or which may arise in the future on account of or in any way growing out of or connected with the presence in or on the Property, or under the surface of the Property, of underground storage tanks, asbestos-containing materials, transformers or other equipment containing polychlorinated biphenyls, or any Hazardous Materials. The foregoing covenant of Developer shall survive and be enforceable in accordance with its terms following the consummation of this transaction and shall not be merged with or into the Deed delivered by Village to Developer at the Closing Date. Developer acknowledges and

agrees that Developer is acquiring the Property in an “AS IS” condition and solely in reliance on Developer's own inspection; and that neither Village nor any of its officers, directors, partners, employees, agents, attorneys, and any other person acting on behalf of Village (collectively the “Agents”) have made any representations or warranties, express or implied, verbal or written, with respect to any aspect of the Property (including without limitation the physical and environmental condition of the Property and the subsurface conditions of the soil and water) or its fitness for any particular use. Developer further acknowledges that Developer has investigated and is aware of all governmental requirements and other matters of a similar nature affecting the use and condition of the Property and the physical condition of the Property (including, but not limited to subsurface soil and water conditions), and agrees to purchase the Property, subject to the provisions contained herein, in the condition that it is in on the Closing Date. Developer hereby waives, releases and forever discharges Village and its Agents from any and all claims, actions, liabilities, judgments, demands, rights, damages and expenses whatsoever, direct or indirect, which Developer now has or which may arise in the future on account of or in any way connected with the condition of the Property, including without limitation, the environmental condition of the Property, the value, condition, status, or quality of the Property, and any law or regulation applicable thereto, and any and all claims it may have against Village and its Agents under any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, any Hazardous Materials or Environmental Laws, as these laws have been amended or supplemented. The provisions of this Section 8.2.3 shall survive the Closing and the conveyance of the Property to Developer.

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Developer's funds are derived from legitimate business activities;
and

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

8.6 Survival of Developer's Representations and Warranties. The representations and warranties of Developer set forth herein shall survive the Closing.

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

8.7.1 Construction of Project. Subject to delays resulting from Force Majeure, Developer shall commence construction of the Project within sixty (60) days of the Closing Date(the "**Project Commencement**"), and Developer shall substantially complete construction of the Project within two (2) years of the Closing Date(the "**Project Completion Date**"). For purposes of this Agreement, "Force Majeure" shall mean within the Chicagoland Area an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages, or unavailability of labor. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure. The responsibility to substantiate a claim for an event caused by Force Majeure shall rest with the party claiming such event of Force Majeure.

a. Covenants Related to the Project. Developer covenants to construct the Project. Developer shall develop the Property and cause the Project to be constructed and operated in accordance with this Agreement, and all federal, state, and local laws, ordinances, rules, regulations, executive orders, and codes applicable to the Property, the Project, and the Developer; and

b. Certificate of Completion. The Project shall be deemed to be substantially completed upon issuance of the Certificate of Completion by the Village. Developer acknowledges that a Certificate of Completion for the Project shall not be issued unless and until the Project is developed and constructed in accordance with this Agreement, the Approved Plans, and all federal, state, and local laws, ordinances, rules, regulations, executive orders, and codes applicable to the Property, the Project, and the Developer.

c. Liquidated Damages. Developer covenants and agrees that in addition to any other remedy or legal action or proceeding available to Village, if Developer fails to complete the Project as herein required, Developer shall pay to the Village and the Village is entitled to liquidated damages to compensate the Village for lost property and other tax revenues in the amount of One Hundred Dollars (\$100.00) each and every day until such time as a Certificate of Occupancy for the Project is issued.

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

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

8.7.4 Survival. The provisions of Section 8.7 shall survive the Closing and the conveyance of the Property to Developer. The covenants in this Section 8.7.1 shall automatically terminate and be of no further force and effect upon the issuance of a Certificate of Completion

for the Project. The remaining covenants of this Section 8.7 shall run with the land and be binding upon any successor in interest or transferee.

ARTICLE 9

Default and Remedies

9.1 Developer's Default. If the sale of the Property as contemplated by this Agreement does not occur because of Developer's default under this Agreement, Village's sole remedy and relief for any such default of Developer shall be to terminate this Agreement by written notice to Developer and retain the Earnest Money. Notwithstanding anything to the contrary contained in this Section, Village and Developer agree that the remedies in the previous sentence are not intended to (i) apply to any default or breach by Developer under Section 8.7 hereof, or (ii) limit Developer's obligations under Section 12.1 hereof. In the event Developer fails to perform or satisfy its obligations, a default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from Village specifying the nature of this default; provided, however, defaults which are not capable of being cured within such 30-day period, the Developer shall not be deemed to have defaulted under this Agreement if it has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured, but in no event shall such cure period exceed one hundred and eighty (180) days of its receipt of written notice from Village specifying the nature of default. If Developer has not cured or remedied a default within the timeframes provided for herein, the Village may seek all remedies available at law or equity, including damages.

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

ARTICLE 10

Risk of Loss

10.1 Condemnation. If, between the Effective Date and the Closing Date, a governmental authority initiates action to take all or any portion of the Property by eminent domain proceedings, Developer may either (a) terminate this Agreement without further liability to Village and neither party shall have any obligation to the other under this Agreement, except as expressly provided for under this Agreement; or (b) continue to Closing. In the event that Developer elects (b) above, the award of the condemning authority shall be assigned to Developer at the Closing.

10.2 Casualty. Village assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If, between the Effective Date and the Closing Date, the Property suffers Material Damage, Village shall promptly, and in any event prior to the Closing, notify Developer. Developer may elect, by written notice delivered to Village within fifteen (15) days after receipt of such notice, to either (a) terminate this Agreement without further liability to Developer and neither party shall have any further obligation to the other hereunder except as may be expressly

provided in this Agreement, or (b) continue to Closing. The Closing Date shall be extended as necessary to permit Developer the full fifteen (15) days. "**Material Damage**" means damage which may cause, in Developer's reasonable judgment, Developer to expend additional funds to prepare the Property for the Project that it otherwise would not expend. If Developer does not terminate this Agreement in the case of Material Damage, Village shall assign to Developer at the Closing its right to recover under any insurance policies covering such damage (if any) and shall pay Developer at the Closing the amount of the deductible or other self-insured retention, if any. If between the Effective Date and the Closing Date, the Property suffers damage which is not Material Damage, Village shall assign to Developer all insurance proceeds payable on account of such damage and pay to Developer at Closing the amount of any deductible or uninsured loss under such insurance policy.

ARTICLE 11
Intentionally Deleted

ARTICLE 12
Indemnity

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

ARTICLE 13
Miscellaneous

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

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

12.3 Notices. Any notice required under this Agreement shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by mail by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given

on the date of such hand or courier delivery, deposit with such overnight courier for next business day delivery, or three (3) business days after deposit in the United States mail. The parties' respective addresses for notice purposes are as follows:

If to Developer: Michael Marasco
Registered Agent
Franklin Park Commons, LLC
1896 Butternut Lane
Northbrook, Illinois 60062

with a copy to: Franklin Park Commons, LLC
1625 Milwaukee Avenue
Glenview, Illinois 60025

If to Village: Village President
Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

with a copy to: Village Clerk
Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

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

12.5 Governing Law. This Agreement is governed by the laws of the State of Illinois.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures begin on the following page]

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

VILLAGE OF FRANKLIN PARK, ILLINOIS,
An Illinois municipal corporation

Village President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

Notary Public

Printed Name: _____

My commission expires:

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

FRANKLIN PARK COMMONS, LLC

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

Notary Public

Printed Name: _____

My commission expires:

Exhibit A

Legal Description of Property

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

LOTS 73 THROUGH 82, BOTH INCLUSIVE, (EXCEPT THAT PART OF LOT 77, CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED AS DOCUMENT 25383996 AND DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 77; THENCE WEST ALONG THE SOUTH LINE OF LOT 77, A DISTANCE OF 15.00 FEET; THENCE NORTHEAST ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF LOT 77, WHICH IS 15.00 FEET NORTH (AS MEASURED ALONG SAID EAST LINE) OF THE SOUTHEAST CORNER OF SAID LOT 77; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING), IN FRANKLIN MANOR, BEING A SUBDIVISION OF THE SOUTH 20 ACRES (EXCEPT THE NORTH 68.00 FEET THEREOF) OF THE NORTH 40 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1959 AS DOCUMENT 17634777, IN COOK COUNTY, ILLINOIS

Permanent Index Numbers (PINs): 12-29-212-002-0000, 12-29-212-003-0000, 12-29-212-008-0000, 12-29-212-009-0000 and 12-29-212-013-0000

Exhibit B

Form of Quit Claim Deed

This Instrument Prepared By:

Upon Recordation Mail To:

QUIT CLAIM DEED

THIS INDENTURE made as of this _____ day of _____, 20 ____, between the VILLAGE OF FRANKLIN PARK, an Illinois municipal corporation, whose address is 9500 Belmont Avenue, Franklin Park, Illinois (the "Grantor"), and Franklin Park Commons, LLC, whose address is 1625 Milwaukee Avenue, Glenview, Illinois 60025 (the "Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents does CONVEY and QUIT CLAIM unto the Grantee, and to its successors and assigns, all of Grantor's right, title and interest in and to the following described real estate, situated in the County of Cook and State of Illinois, as follows:

THIS IS NOT HOMESTEAD PROPERTY.

[INSERT LEGAL DESCRIPTION]

Address of Property: 3010 Mannheim Road, Franklin Park, Illinois 60131

Permanent Index Numbers (PINs): 12-29-212-002-0000, 12-29-212-003-0000, 12-29-212-008-0000, 12-29-212-009-0000 and 12-29-212-013-0000.

And the Grantee, for itself, and its successors, does covenant, promise and agree, to and with the Grantor that the Property shall not be used in any fashion that constitutes any of the following uses: adult book store, adult entertainment cabaret, pornographic entertainment facility, adult/pornographic motion picture theater, church or other place of worship, drug or alcohol treatment facilities, medical or dental facility, nursing, senior or adult living home, extended stay hotel or similar lodging operation, short or long term airport or truck parking, mattress store, tobacco or vape store, flea market, massage parlor, pawn shops, precious metals dealers (except in connection with the sale of jewelry or a coin dealer as the principal business), pay-day loans, school of any type, tattoo parlor or any other permitted, conditional or special use not specifically identified in the Village's zoning district that the Property is located. The forgoing covenant is personal to Grantor and shall only be enforceable by Grantor in the event of the violation of such covenant.

And the Grantee, for itself, and its successors, does covenant, promise and agree, to and with the Grantor that the Property shall include the operation of an Iron Age Korean Steakhouse Restaurant for a period of ten (10) years from the Project Completion Date (collectively the “**Use of the Property**”). Failure of Developer to maintain and operate the Use of the Property shall require the Developer or its successors or assigns to pay liquidated damages to Village in the amount of FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00).

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

VILLAGE OF FRANKLIN PARK,
an Illinois municipal corporation

By: _____
Name: Barrett F. Pedersen
Title: Village President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Village President of the Village of Franklin Park and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Village President of the Village of Franklin Park he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

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

Commission expires _____, 20__

Notary Public

SEND SUBSEQUENT TAX BILLS TO:

Exhibit C

Preliminary Site Plans

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING THE DEDICATION OF A PORTION OF VILLAGE OWNED
PROPERTY TO BECOME PART OF THE VILLAGE'S PUBLIC RIGHT-OF-WAY FOR
ROADWAY PURPOSES TO COMPLETE THE FRANKLIN AVENUE
RECONSTRUCTION AND WIDENING PROJECT
(OML0044; PORTION OF PIN 12-20-401-005-0000)**

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 2425-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING THE DEDICATION OF A PORTION OF VILLAGE OWNED
PROPERTY TO BECOME PART OF THE VILLAGE'S PUBLIC RIGHT-OF-WAY FOR
ROADWAY PURPOSES TO COMPLETE THE FRANKLIN AVENUE
RECONSTRUCTION AND WIDENING PROJECT
(OML0044; PORTION OF PIN 12-20-401-005-0000)**

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 3204 North Mannheim Road, Franklin Park, Illinois, identified by Permanent Index Number (PIN) 12-20-401-005-0000, which is a vacant lot approximately 26,940 square feet in size located at the northwest corner of Mannheim Road and Belmont Avenue; and

WHEREAS, the Village and the State of Illinois Department of Transportation (the "*IDOT*") are jointly undertaking the Franklin Avenue Reconstruction and Widening Project (the "*Project*") in the Village; and

WHEREAS, to complete the Project on behalf of the Village, IDOT requires the dedication of a portion of property for roadway use that is identified as OML0044, approximately 0.191 Acres, (the "*Property*"), as legally described and depicted on Exhibit A, copies of which are attached hereto and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") hereby 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 is further required to undertake and complete the Project in the Village; and

WHEREAS, the Corporate Authorities hereby determine that the dedication of the Property for the Project is in the best interest of the health, safety and welfare of the residents of the Village and that said will provide for a much needed transportation infrastructure improvement to serve the Village's residents and businesses community, alleviate traffic congestion within the Village's main commercial and industrial corridor and solidify the Village as a competitive commercial and industrial hub capable of meeting regional transportation needs.

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 dedication of the Property is hereby determined and declared by the Corporate Authorities to be required for the Village to undertake and complete the Project and in accordance with prior obligations of the Village.

Section 3. The dedication of the Property by the Village, as herein described and depicted on Exhibit A, a copy of which is attached hereto and made a part hereof, and as identified as OML0044 (approximately 0.191 Acres) is hereby authorized and approved.

Section 4. The Plat of Dedication, a copy of which is attached hereto and made a part hereof as Exhibit B, is hereby authorized and approved.

Section 5. The Village President and Village Clerk are hereby authorized and directed to execute and deliver any and all documents necessary to effectuate the dedication of

the Property for roadway purposes and that the Village Attorney and Village Engineer are hereby further authorized to review, prepare, or complete any and all documents for execution by the Village President and take such further action to complete the dedication of the Property for roadway purposes.

Section 6. The officials, officers, employees, engineers, consultants, and attorneys of the Village are hereby further authorized and directed to take such further actions and incur such costs as are necessary to carry out the intent and purpose of this Ordinance and to complete the dedication of the Property for roadway purposes, as contemplated herein.

Section 7. 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 8. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 9. This Ordinance shall be in full force and effect immediately after its passage and publication as required 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 October 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of October 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Legal Description

(See Attached)

Portions of Permanent Index Number (PIN): 12-20-401-005-0000

Commonly known as 3204 Mannheim Road, Franklin Park, Illinois 60131

Exhibit B

Plat of Dedication

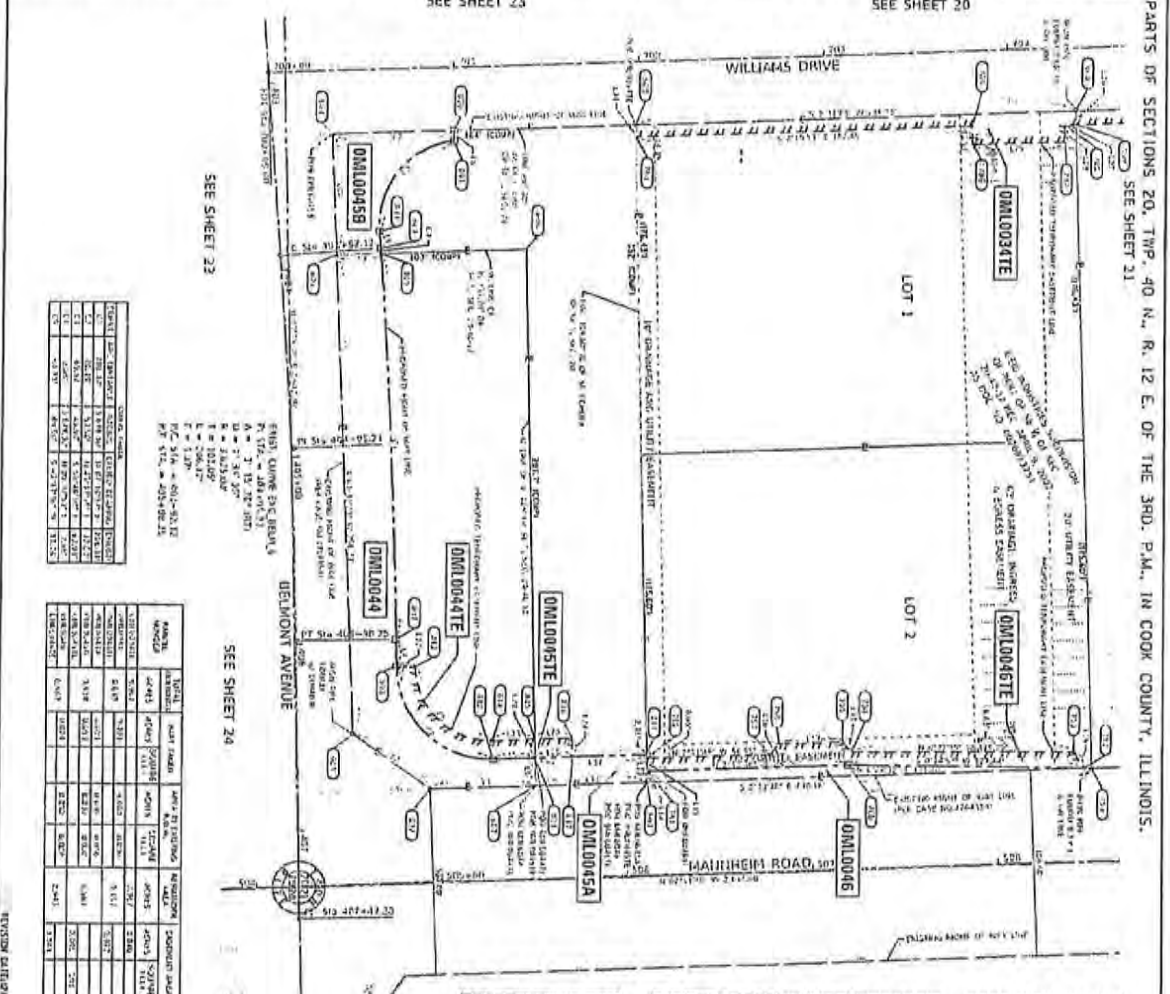
Route: Franklin Avenue
Section:
County: Cook
Job No.: R-90-006-20
Parcel No.: OML0044
Station: 403+94.04 to 406+78.77
Index No.: 12-20-401-005

That part of the South 129 feet of the East 337.70 feet of the South 26 rods of the East 80 rods (except that part taken or used for Highway purposes in the Circuit Court of Cook County, Illinois, Case Number 77L4154) of the Southeast Quarter of Section 20, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with the combined factor of 0.99996489; described as follows:

Beginning at the intersection of the North line of said South 129 feet of the East 337.70 feet with the westerly line of Manheim Road per Circuit Court of Cook County, Illinois, Case Number 77L4154; thence South 02 degrees 11 minutes 49 seconds East along said westerly line of Manheim Road, a distance of 57.05 feet; thence South 34 degrees 39 minutes 02 seconds West, continuing along said westerly line, a distance of 51.49 feet to a point on the northerly line of Belmont Avenue per said Case Number 77L4154; thence South 87 degrees 32 minutes 29 seconds West, along said northerly line of Belmont Avenue, a distance of 256.21 feet to a point on the West line of said East 337.70 feet of the South 26 rods of the East 80 rods of said Southeast Quarter of Section 20; thence North 02 degrees 15 minutes 23 seconds West, along said West line, a distance of 24.02 feet; thence easterly along the arc of a curve to the right, having the radius of 3,679.00 feet, chord bearing of North 87 degrees 10 minutes 37 seconds East and the chord length of 206.31 feet, an arc distance of 206.34 feet; thence North 88 degrees 47 minutes 01 seconds East, a distance of 14.45 feet; thence northeasterly along the arc of a curve to the left, having the radius of 50.50 feet, chord bearing of North 43 degrees 17 minutes 36 seconds East and the chord length of 72.03 feet, an arc distance of 80.19 feet; thence North 02 degrees 11 minutes 48 seconds West, a distance of 23.09 feet; thence North 88 degrees 29 minutes 38 seconds East, a distance of 15.00 feet to the point of beginning.

Said parcel containing 0.191 Acres, more or less.

APPROVED
By coreanoin at 1:05 pm, Oct 16, 2020



PARTS OF SECTIONS 20, T1P. 40 N., R. 12 E. OF THE 3RD. P.M., IN COOK COUNTY, ILLINOIS.
SEE SHEET 21

UTILITY LINE IDENTIFICATION

SYMBOL	UTILITY TYPE
○	WATER
○	SEWER
○	NATURAL GAS
○	ELECTRICITY
○	TELEPHONE
○	CABLE TV
○	COAXIAL
○	RAIN WATER
○	UNKNOWN

PROPERTY DATA

NO.	AREA (SQ. FT.)	AREA (AC.)	PERCENT OF TOTAL	ADJACENT PROPERTIES
1	10,000	0.23	2.3%	SECTION 20, T1P. 40 N., R. 12 E.
2	10,000	0.23	2.3%	SECTION 20, T1P. 40 N., R. 12 E.
3	10,000	0.23	2.3%	SECTION 20, T1P. 40 N., R. 12 E.
4	10,000	0.23	2.3%	SECTION 20, T1P. 40 N., R. 12 E.
5	10,000	0.23	2.3%	SECTION 20, T1P. 40 N., R. 12 E.

SECTION DATA

SECTION	TOWNSHIP	RANGE	RANGE	SECTION	TOWNSHIP	RANGE	RANGE	SECTION
20	T1P. 40 N.	R. 12 E.	SECTION 20	20	T1P. 40 N.	R. 12 E.	SECTION 20	20
21	T1P. 40 N.	R. 12 E.	SECTION 21	21	T1P. 40 N.	R. 12 E.	SECTION 21	21
22	T1P. 40 N.	R. 12 E.	SECTION 22	22	T1P. 40 N.	R. 12 E.	SECTION 22	22
23	T1P. 40 N.	R. 12 E.	SECTION 23	23	T1P. 40 N.	R. 12 E.	SECTION 23	23
24	T1P. 40 N.	R. 12 E.	SECTION 24	24	T1P. 40 N.	R. 12 E.	SECTION 24	24

REVISIONS LISTED BELOW IN REVISION WORD BY DATE

PROJECT STATIONING SHEET TABLE

STATION	CHANGING POINT	START OF WORK	END OF WORK	REMARKS
0+00	START OF PROJECT	0+00	0+00	
0+10		0+10	0+10	
0+20		0+20	0+20	
0+30		0+30	0+30	
0+40		0+40	0+40	
0+50		0+50	0+50	
0+60		0+60	0+60	
0+70		0+70	0+70	
0+80		0+80	0+80	
0+90		0+90	0+90	
1+00	END OF PROJECT	1+00	1+00	

PRODUCT STATIONING SHEET TABLE

STATION	PRODUCT	START OF WORK	END OF WORK	REMARKS
0+00	START OF PROJECT	0+00	0+00	
0+10		0+10	0+10	
0+20		0+20	0+20	
0+30		0+30	0+30	
0+40		0+40	0+40	
0+50		0+50	0+50	
0+60		0+60	0+60	
0+70		0+70	0+70	
0+80		0+80	0+80	
0+90		0+90	0+90	
1+00	END OF PROJECT	1+00	1+00	

UTILITY LINE IDENTIFICATION

SYMBOL	UTILITY TYPE
○	WATER
○	SEWER
○	NATURAL GAS
○	ELECTRICITY
○	TELEPHONE
○	CABLE TV
○	COAXIAL
○	RAIN WATER
○	UNKNOWN

LEGEND

- SECTION 20
- SECTION 21
- SECTION 22
- SECTION 23
- SECTION 24
- SECTION 25
- SECTION 26
- SECTION 27
- SECTION 28
- SECTION 29
- SECTION 30
- SECTION 31
- SECTION 32
- SECTION 33
- SECTION 34
- SECTION 35
- SECTION 36
- SECTION 37
- SECTION 38
- SECTION 39
- SECTION 40

SECTION / QUARTER SECTION LINE
PROPERTY OWNER LINE
EXISTING CENTERLINE
PROPOSED CENTERLINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED EASEMENT
PROPOSED ACCESS CONTROL LINE

DATE LOCATED
CONVEYED SECTION
RECORDS SECTION
EASTING BOUNDARY

ADJUSTMENTS:
P.L. = POINT OF LONGITUDE
S.P. = POINT OF SLOPE
B.P. = POINT OF BEGINNING
C.P. = POINT OF CURVATURE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.I. = POINT OF INTERSECTION
P.M. = POINT OF MISCUE

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
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ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

SCALE: 1" = 30'

exp.
400 U.S. STREET, SUITE 200
ST. LOUIS, MISSOURI 63102
PH: (314) 437-1000
WWW.EXP.COM

PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
FRANKLIN AVE.
COUNTY OF COOK
SECTION 20, T1P. 40 N., R. 12 E.
10 STATION 407+50.56
SCALE: 1" = 30'
SHEET 22 OF 24

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCARBOROUGH, ILLINOIS 60956

NOTICE TO CONTRACTORS
THESE PLANS AND SPECIFICATIONS SHALL BE USED FOR THE CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RIGHTS OF WAY FROM THE APPROPRIATE AGENCIES AND INDIVIDUALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ENVIRONMENTAL RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL HISTORIC STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL CULTURAL RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ARCHAEOLOGICAL RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PREHISTORIC RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL HISTORIC LANDMARKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NATIONAL MONUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NATIONAL HISTORIC LANDMARKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NATIONAL HISTORIC MONUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NATIONAL HISTORIC PRESERVATION AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NATIONAL HISTORIC PRESERVATION DISTRICTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NATIONAL HISTORIC PRESERVATION MONUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NATIONAL HISTORIC PRESERVATION SITES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NATIONAL HISTORIC PRESERVATION STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NATIONAL HISTORIC PRESERVATION TOWNSHIP SQUARES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NATIONAL HISTORIC PRESERVATION VILLAGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NATIONAL HISTORIC PRESERVATION WARDENS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NATIONAL HISTORIC PRESERVATION WARDENS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NATIONAL HISTORIC PRESERVATION WARDENS.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING THE DEDICATION OF A PORTION OF VILLAGE OWNED
PROPERTY TO BECOME PART OF THE VILLAGE'S PUBLIC RIGHT-OF-WAY FOR
ROADWAY PURPOSES TO COMPLETE THE FRANKLIN AVENUE
RECONSTRUCTION AND WIDENING PROJECT
(OML0045B; PORTION OF PIN 12-20-401-014-0000)**

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 2425-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING THE DEDICATION OF A PORTION OF VILLAGE OWNED
PROPERTY TO BECOME PART OF THE VILLAGE'S PUBLIC RIGHT-OF-WAY FOR
ROADWAY PURPOSES TO COMPLETE THE FRANKLIN AVENUE
RECONSTRUCTION AND WIDENING PROJECT
(OML0045B; PORTION OF PIN 12-20-401-014-0000)**

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 3210-3214 North Mannheim Road, Franklin Park, Illinois, identified by Permanent Index Number (PIN) 12-20-401-014-0000, which is located at the northeast corner of Williams Drive and Belmont Avenue; and

WHEREAS, the Village and the State of Illinois Department of Transportation (the "*IDOT*") are jointly undertaking the Franklin Avenue Reconstruction and Widening Project (the "*Project*") in the Village; and

WHEREAS, to complete the Project on behalf of the Village, IDOT requires the dedication of a portion of property for roadway use that is identified as OML0045B, approximately 0.048 Acres, (the "*Property*"), as legally described and depicted on Exhibit A, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") hereby 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 is further required to undertake and complete the Project in the Village; and

WHEREAS, the Corporate Authorities hereby determine that the dedication of the Property for the Project is in the best interest of the health, safety and welfare of the residents of the Village and that said will provide for a much needed transportation infrastructure improvement to serve the Village's residents and businesses community, alleviate traffic congestion within the Village's main commercial and industrial corridor and solidify the Village as a competitive commercial and industrial hub capable of meeting regional transportation needs.

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 dedication of the Property is hereby determined and declared by the Corporate Authorities to be required for the Village to undertake and complete the Project and in accordance with prior obligations of the Village.

Section 3. The dedication of the Property by the Village, as herein described and depicted on Exhibit A, a copy of which is attached hereto and made a part hereof, and as identified as OML0045B (approximately 0.048 Acres) is hereby authorized and approved.

Section 4. The Plat of Dedication, a copy of which is attached hereto and made a part hereof as Exhibit B, is hereby authorized and approved.

Section 5. The Village President and Village Clerk are hereby authorized and directed to execute and deliver any and all documents necessary to effectuate the dedication of

the Property for roadway purposes and that the Village Attorney and Village Engineer are hereby further authorized to review, prepare or complete any and all documents for execution by the Village President and take such further action to complete the dedication of the Property for roadway purposes.

Section 6. The officials, officers, employees, engineers, consultants, and attorneys of the Village are hereby further authorized and directed to take such further actions and incur such costs as are necessary to carry out the intent and purpose of this Ordinance and to complete the dedication of the Property for roadway purposes, as contemplated herein.

Section 7. 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 8. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 9. This Ordinance shall be in full force and effect immediately after its passage and publication as required 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 October 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of October 2024.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Legal Description

(See Attached)

Portions of Permanent Index Number (PIN): 12-20-401-014-0000

Commonly known as 3210-3214 North Mannheim Road, Franklin Park, Illinois 60131

Exhibit B

Plat of Dedication

Route: Franklin Avenue
Section:
County: Cook
Job No.: R-90-006-20
Parcel No.: OML0045B
Station: 403+29.48 to 403+94.94
Index No.: 12-20-401-014

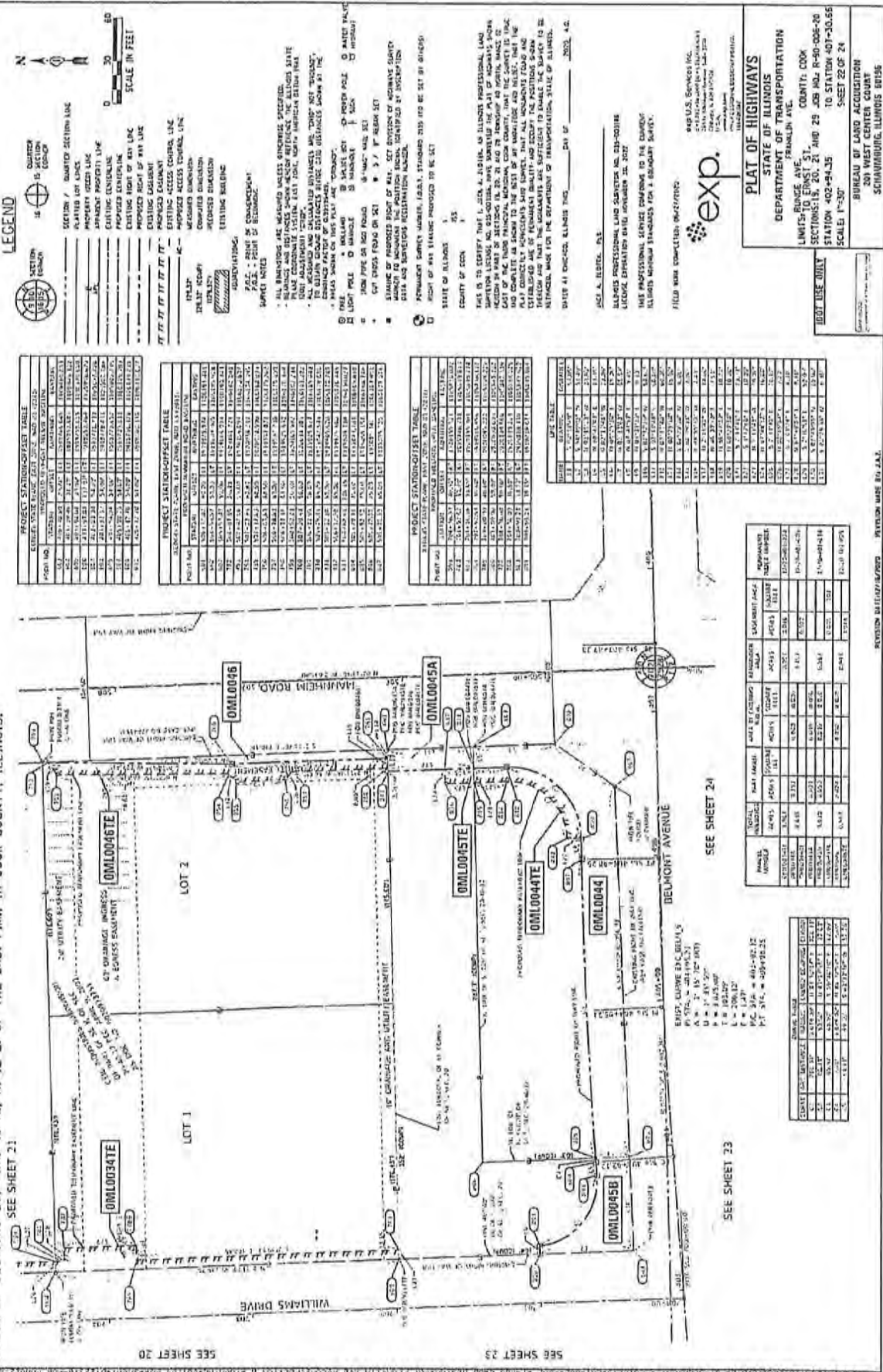
That part of the Southeast Quarter of Section 20, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with the combined factor of 0.99996489; described as follows:

Beginning at the intersection of the line 402.00 feet West of and parallel with the East line of said Southeast Quarter of Section 20, with the northerly line of Belmont Avenue per Deed recorded as Document Number 23918305 in Cook County, Illinois; thence North 02 degrees 11 minutes 03 seconds West along said parallel line, a distance of 53.07 feet; thence North 87 degrees 49 minutes 09 seconds East, a distance of 8.29 feet; thence southeasterly along the arc of a curve to the left, having the radius of 45.50 feet, chord bearing of South 58 degrees 47 minutes 19 seconds East and the chord length of 53.08 feet, an arc distance of 56.68 feet; thence North 85 degrees 31 minutes 33 seconds East, a distance of 9.13 feet; thence easterly along the arc of a curve to the right, having the radius of 3,679.00 feet, chord bearing of North 85 degrees 32 minutes 53 seconds East and the chord length of 2.86 feet, an arc distance of 2.86 feet to a point on a line 337.70 feet normally distant West of the East line of said Southeast Quarter; thence South 02 degrees 15 minutes 23 seconds East along said line, a distance of 24.02 feet to a point on said northerly line of Belmont Avenue; thence South 87 degrees 32 minutes 29 seconds West along said northerly line, a distance of 64.62 feet to the point of beginning.

Said parcel containing 0.048 Acres, more or less.

APPROVED
By coreanom at 1:05 pm, Oct 16, 2020

PARTS OF SECTIONS 20, TWP. 40 N., R. 12 E. OF THE 3RD. P.M., IN COOK COUNTY, ILLINOIS.



PROJECT STANDARD OFFSET TABLE

POINT NO.	STATIONING	POINT	OFFSET	COORDINATES
1	0+00	1	0.00	1158115.41
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11	1+00	11	1.00	1158107.80
12	1+10	12	1.10	1158105.75
13	1+20	13	1.20	1158103.45
14	1+30	14	1.30	1158100.90
15	1+40	15	1.40	1158108.10
16	1+50	16	1.50	1158105.05
17	1+60	17	1.60	1158101.75
18	1+70	18	1.70	1158098.20
19	1+80	19	1.80	1158093.40
20	1+90	20	1.90	1158088.35
21	2+00	21	2.00	1158083.05
22	2+10	22	2.10	1158077.50
23	2+20	23	2.20	1158071.70
24	2+30	24	2.30	1158065.65
25	2+40	25	2.40	1158059.35
26	2+50	26	2.50	1158052.80
27	2+60	27	2.60	1158046.00
28	2+70	28	2.70	1158038.95
29	2+80	29	2.80	1158031.65
30	2+90	30	2.90	1158024.10
31	3+00	31	3.00	1158016.30
32	3+10	32	3.10	1158008.25
33	3+20	33	3.20	1157999.95
34	3+30	34	3.30	1157991.40
35	3+40	35	3.40	1157982.60
36	3+50	36	3.50	1157973.55
37	3+60	37	3.60	1157964.25
38	3+70	38	3.70	1157954.70
39	3+80	39	3.80	1157944.90
40	3+90	40	3.90	1157934.85
41	4+00	41	4.00	1157924.55
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43	4+20	43	4.20	1157903.10
44	4+30	44	4.30	1157891.95
45	4+40	45	4.40	1157880.50
46	4+50	46	4.50	1157868.75
47	4+60	47	4.60	1157856.70
48	4+70	48	4.70	1157844.35
49	4+80	49	4.80	1157831.70
50	4+90	50	4.90	1157818.75
51	5+00	51	5.00	1157805.50
52	5+10	52	5.10	1157791.95
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56	5+50	56	5.50	1157734.75
57	5+60	57	5.60	1157719.70
58	5+70	58	5.70	1157704.35
59	5+80	59	5.80	1157688.70
60	5+90	60	5.90	1157672.75
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64	6+30	64	6.30	1157605.95
65	6+40	65	6.40	1157588.50
66	6+50	66	6.50	1157570.75
67	6+60	67	6.60	1157552.70
68	6+70	68	6.70	1157534.35
69	6+80	69	6.80	1157515.70
70	6+90	70	6.90	1157496.75
71	7+00	71	7.00	1157477.50

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27	2+60	27	2.60	1158046.00
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13	1+20	13</		

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS APPROVING TEMPORARY CONSTRUCTION EASEMENT
INDEMNIFICATION LANGUAGE PERTAINING TO THE FRANKLIN AVENUE
RECONSTRUCTION AND WIDENING PROJECT**

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 2425-G-__

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS APPROVING TEMPORARY CONSTRUCTION EASEMENT INDEMNIFICATION LANGUAGE PERTAINING TO THE FRANKLIN AVENUE RECONSTRUCTION AND WIDENING PROJECT

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 and the State of Illinois Department of Transportation (the "*IDOT*") are jointly undertaking the Franklin Avenue Reconstruction and Widening Project (the "*Project*") in the Village; and

WHEREAS, as part of the Project, IDOT needs to obtain a temporary construction easement from the property owner of OML0046TE to undertake the Project, as further described and depicted on Exhibit A, a copy of which is attached hereto and made a part hereof (the "*Temporary Construction Easement*"); and

WHEREAS, the property owner of OML0046TE is seeking additional assurances from the Village before agreeing to grant the Temporary Construction Easement to IDOT; and

WHEREAS, the Village is prepared to make such assurances to the property owner of OML0046TE in order for said property owner to grant the Temporary Construction Easement to IDOT; and

WHEREAS, the property owner of OML0046TE is asking the Village to agree to indemnify and hold the property owner of OML0046TE or grantor of the Temporary Construction Easement to IDOT harmless from and against any damage or liability, mechanics' and/or

materialmen's lien(s), including reasonable attorneys' fees, accruing to and/or suffered by the grantor of the Temporary Construction Easement to IDOT due to construction activities on or about the premises area or arising from negligence or willful misconduct, or from the negligence or willful misconduct of suppliers, employees, contractors and agents. In addition, the Village shall, on or before the termination of the temporary easement rights granted to IDOT, restore and/or otherwise remediate the premises to its condition prior to commencement of construction activities on the premises (the "*Indemnification Language*").

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. That the Indemnification Language, as further negotiated, amended or revised, between the property owner of OML0046TE and the Village is hereby approved, and the Village Attorney and Village Engineer are further authorized to finalize the Indemnification Language and draft such document to effectuate same but only on the condition that the owner of the property of OML0046TE and IDOT execute the Temporary Construction Easement.

Section 3. The Village President, Village Clerk, Village Engineer, and Village Attorney are hereby authorized and directed to undertake all such necessary actions to negotiate and obtain the Indemnification Language and execute and deliver such necessary documents to effectuate same.

Section 4. The officials, officers, employees, attorneys, engineers, and consultants of the Village are hereby authorized to undertake such further actions on the part of the Village to undertake and complete the purpose and intent of this Ordinance.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of October 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Temporary Construction Easement

DATE: October 15, 2024

TO: Joe Montana, Mayor, and Trustees

CC: Joe Thomas, David Gonzalez, Cynthia Perez, April Arellano, Tom McCabe

FROM: Jim Post

RE: 3548 River Rd. and 3107 Maple St. Building Demolition Project

The Village opened bids for the 3548 River Rd. and 3107 Maple St. Building Demolition Project on Thursday October 10, 2024. Nine bids were received ranging in amounts from \$82,672.50 to \$134,779.40. The engineers' estimate for the work was \$106,511.00. The bid tabulation is attached to this memo.

The low bid of \$82,672.50 was submitted by Fowler Enterprises, LLC. Fowler recently completed building demolitions at 3019 Rose Street in 2021 and the 9763 Franklin Ave. last month, and satisfactorily completed the work within budget, on schedule, and without incident.

Based on past work performance evaluation, and being the lowest responsible bidder, it is our recommendation that the Village Board approve awarding a contract in the amount of \$82,672.50 to Fowler Enterprises, LLC.



Transmittal

Date 10/15/24

Number of pages including cover sheet 07

TO: Chief Michael Witz
Franklin Park Police Headquarters
9451 Belmont Ave.
Franklin Park, IL 60131

Office: 847.671.8203
Email: mwitz@vofp.com

FROM: Robert J. Bergeron
Electrical Systems, Inc.
17335 S. Ashland Ave.
East Hazel Crest, IL 60429

Office: 708.647.1300, ext. 11
Email: rjb@esipower.com

RE: Village of Franklin Park
Police Station ATS Replacement

ESI Job No.: 24-5426
Trans. No.: 01

CC: R. Bergeron, Jr., ESI
B. Bergeron, ESI
D. Claahsen, ESI
N. Weber, VOFP

REMARKS: Urgent For your review Reply ASAP Please Comment

Enclosed is one (1) electronic copy of the following the referenced project for your review:

- Contract Agreement Number 24-5426 and ESI Proposal No. 24-052, dated July 11, 2024

Upon your review, please execute and forward one (1) electronic copy and we will return a fully executed Agreement for your files.

If you have any further questions, please do not hesitate to contact me.

AGREEMENT

THIS AGREEMENT is dated as of the 15th day of October in the year 2024 by and between.

VILLAGE OF FRANKLIN PARK, ILLINOIS (hereinafter called OWNER) and **ELECTRICAL SYSTEMS, INC.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as:

Electrical field wiring for the Police Department ATS replacement for the Village of Franklin Park. The scope of work is based off ESI proposal Letter 24-052, dated July 11th, 2024.

NOTE – ADD ALTERNATE NO.01 was not accepted. Price is only for base ATS replacement.

1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as:

VILLAGE OF FRANKLIN PARK, ILLINOIS

POLICE DEPARTMENT ATS REPLACEMENT

ARTICLE 2. OWNER

2.01 The Project has been developed and requested by The Village of Franklin Park Utility Department. The Village of Franklin Park Utility Department or his designee is hereinafter called the OWNER'S REPRESENTATIVE and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to OWNER'S REPRESENTATIVE for the project.

ARTICLE 3. CONTRACT TIME

STRIKE OUT INAPPLICABLE PARAGRAPH

3.01 The Work will be substantially completed on or before June 27, 2025, and completed and ready for final payment on or before August 1, 2025.

3.02 Time. OWNER and CONTRACTOR recognize that time is of the essence for this project. It's agreed that both parties will work together to complete the project in the time frames indicated. Both parties understand that production impacts cannot be reasonably determined at this time, part shortages, shipment delays, etc. can impact schedules in the event of such delays both parties shall meet to determine a reasonable adjusted schedule.

ARTICLE 4. CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the conditions and prices stated in CONTRACTOR's Bid pursuant to the provisions of the CONTRACTOR's Proposal. At the time of this agreement the OWNER agrees the contract is based off the base bid amount, with no alternates, for a total contract price of *NINETY-TWO THOUSAND DOLLARS (\$92,000.00)*.

ARTICLE 5. PAYMENT PROCEDURES

5.01 CONTRACTOR shall submit Applications for Payment Monthly. Applications for Payment will be processed by OWNER on a NET 30 TERM.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.01 CONTRACTOR has familiarized itself with the nature and extent of the Contract Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.02 CONTRACTOR will notify the OWNER'S REPRESENTATIVE in writing of any conflicts, errors or discrepancies discovered during the course of the project that does not agree with the assumptions or scope outlined in the CONTRACTORS proposal.

ARTICLE 7. CONTRACT DOCUMENTS

7.01 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of this Agreement, CONTRACTOR's Proposal and Insurance Certificates.

7.02 There are no Contract Documents other than those listed above in this Article 7.

ARTICLE 8. MISCELLANEOUS

8.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.02 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9. OTHER PROVISIONS

9.01 CONTRACTOR certifies that it is not barred from bidding the Work or executing this Agreement as a result of conviction for violation of 720 ILCS 5/33 et seq. prohibiting bid rigging or bid rotating.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the day and year first abovewritten.

OWNER:

(SEAL)

**VILLAGE OF FRANKLIN PARK, ILLINOIS
POLICE DEPARTMENT**

ATTEST:

Director of Police

Village Clerk

AGREEMENT
(ILLINOIS – STD.)

CONTRACTOR:

(SEAL)

ELECTRICAL SYSTEMS, INC.

Robert J. Bergeron, President

ATTEST:

Kimberly A. Mancuso, Secretary

END OF AGREEMENT

AGREEMENT
(ILLINOIS – STD.)



ELECTRICAL SYSTEMS, INC.

July 11, 2024

Mr. Nick Weber
Village of Franklin Park
9500 Belmont Ave.
Franklin Park, IL 60131

RE: Bid Proposal
SUBJECT: Electrical Installation Work
PROJECT: VOFP Police Department ATS Replacement
OWNER: Village of Franklin Park
ESI EST. NO.: 24-052

Dear Mr. Weber:

Electrical Systems, Inc. is pleased to submit our price in the amount of *NINETY-TWO THOUSAND DOLLARS (\$92,000.00)* for the electrical installation work on the referenced project, as further described below.

~~ADD-ALTERNATE NO. 01-Installation of new outdoor MTS (reference Attachment A) \$ 66,500.00~~ **Not Accepted 10/14/24**

This proposal is based on the following *EXCLUSIONS*:

1. Corrections required to meet the Village of Franklin Park's criteria and/or electrical code violations, for equipment furnished by vendors other than Electrical Systems, Inc.
2. Village of Franklin Park permits and inspection fees.
3. Sales tax.
4. Premium-time labor costs.
5. Multiple mobilization.
6. Excess utility costs.
7. Integration into any building management or SCADA system
8. Fuel costs associated with permanent and/or temporary generators.
9. Supplying a standby generator during the project. (ESI anticipates using the existing generator or VOFP "portable" generator.)
10. Unless Add Alternate No. 01 is accepted:
 - a. ~~Furnish and install new outdoor 600A MTS.~~
 - ~~MTS will have one (1) set of permanent stand-by generator connections and one (1) set of temporary "portable" generator connections~~
 - ~~MTS will include phase rotation monitor~~
 - ~~All copper busing~~
 - ~~Cable theft prevention system~~
 - ~~Strip heater and t-stat~~
 - b. ~~Furnish and install new conduit and wire between existing generator and new MTS.~~
 - c. ~~Furnish and install new conduit and wire between new MTS and new ATS.~~
 - d. ~~Startup and testing.~~

Not Accepted 10/14/24

This proposal is based on the following *INCLUSIONS*:

1. Electrical schedule is based on milestone dates with owner furnished equipment set in place to provide adequate time, based on (40) hours a week for electrical work to be completed without impact or loss efficiency. If overtime, weekends, or holidays must be worked for any reason other than delays caused by Electrical Systems, Inc., this time will be invoiced at premium time.
2. Local Union No. 134, I.B.E.W. labor force for electrical work.
3. Furnishing temporary ATS and associated cables for no more than five (5) business days during construction. The generator source to be the existing stand-by generator or the VOFP portable generator.
4. Furnish and install a new 1200amp, 480V ATS in a NEMA 1 enclosure.
5. Furnish and install new wire between the ATS & Utility, ATS & Generator, and the ATS & existing loads. The existing wires will not be long enough to be reused for the new ATS.
6. Utilize existing conduit where possible.
7. Utilize existing underground raceway to generator by installing a blister box if/where required.
8. The existing UPS system must be in working order prior to starting construction. ESI believes they will need at least 2-3 six-hour outages to accommodate the installation. During this time, the police department will be required to run on the UPS and associated loads.
9. Startup and testing of new ATS.

We appreciate the opportunity to participate in your bid process. If you have any questions regarding this matter, please do not hesitate to contact me.

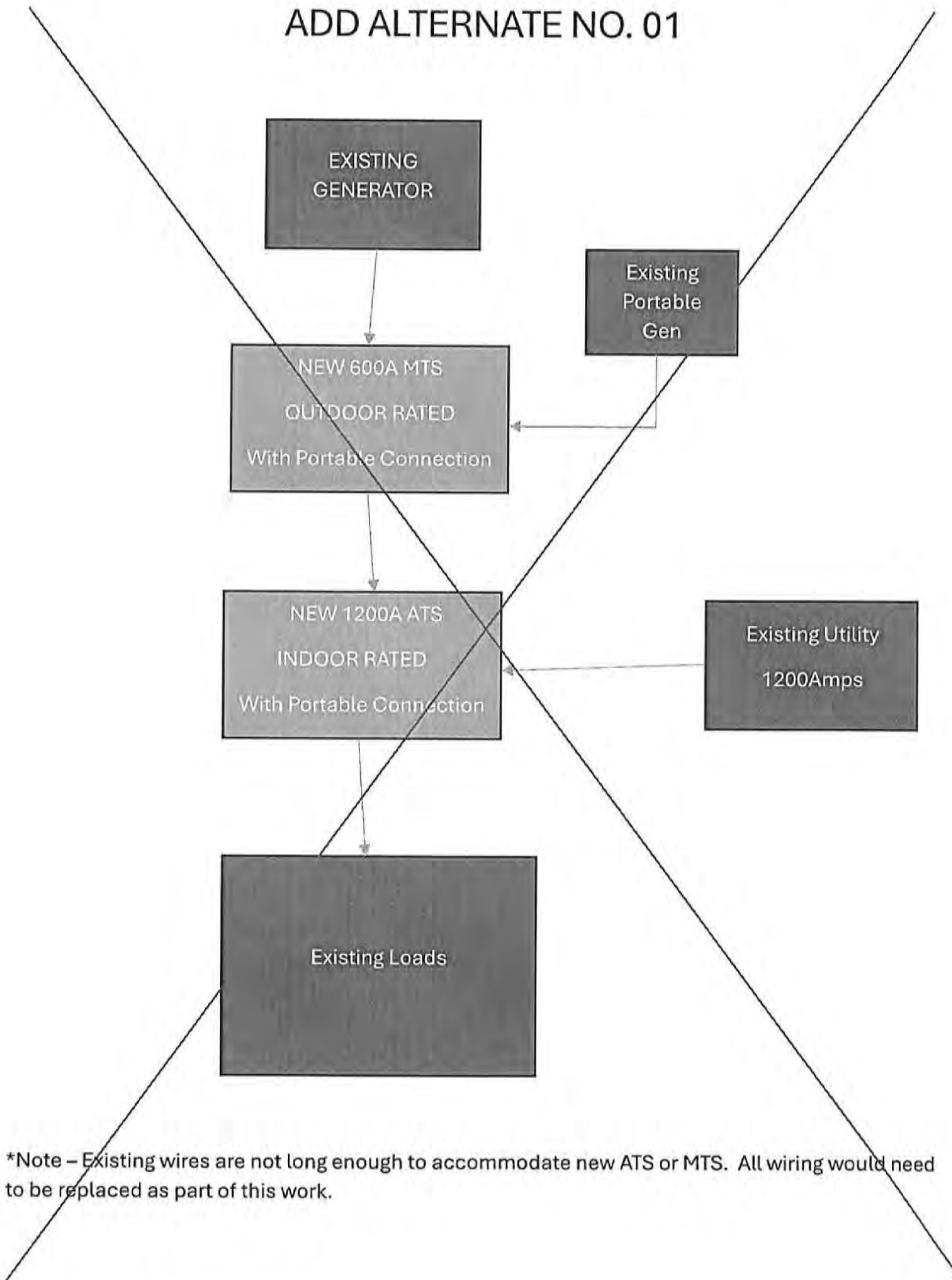
Sincerely,
ELECTRICAL SYSTEMS, INC.

David Claahsen
David Claahsen
Project Manager

APPROVED
AW
CHIEF WITZ
10/8/2024

ADD ALTERNATE NO. 01 was not accepted. 10/14/2024

ADD ALTERNATE NO. 01



*Note – Existing wires are not long enough to accommodate new ATS or MTS. All wiring would need to be replaced as part of this work.

September 4, 2024

Mayor Barrett F. Pedersen
Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Subject: Village of Franklin Park – Grand Avenue at George Street Traffic Direction Modifications

Dear Mayor Pedersen:

The Village of Franklin Park is interested in modifying the existing traffic pattern in the vicinity of Grand Avenue at George Street, in advance of the traffic signal installation project, targeted for construction in 2028. Baxter & Woodman, Inc. is excited to have the opportunity to work with you on this Project.

The work included in the Project consists of preparing schematic plans for pavement marking and signing revisions, completed by Village forces. Work also includes completing IDOT documentation required for the future traffic signal installation project.

The Project will use Village funding for engineering.

The scope of services to complete the work is as follows:

Scope of Services

1. EARLY COORDINATION

Planning Agency Coordination: Prepare and maintain the Project Program Information (PPI), Project Update forms, and Local Agency Agreement (LAA) and coordinate the status of the Project with the West Central Municipal Conference.

2. TRAFFIC ANALYSIS

Traffic Flow and Access Management Concept Plan: Prepare a traffic flow and access management concept plan in accordance with the recommendations provided in the Grand Avenue Jewel Traffic Signal Warrant Study – Phase II Technical Memorandum dated July 14,

2011. Schematic exhibits will be prepared as necessary for meetings with affected major property owners and the public informational meeting.

3. PLAN PREPARATION

- A. *Roadway Design*: Prepare plan sheets for roadway pavement marking, signage and note special instructions to the Contractor.
- B. *Detailed Drawings*: Complete required plan sheets including Cover, General Notes, Summary of Quantities, Schedule of Quantities, Construction Details and Pavement Markings.

4. QA/QC – Perform in-house milestone and constructability reviews by senior staff during project initiation, pre-final, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts.

5. PROJECT COORDINATION AND MANAGEMENT

- A. *Project Meetings*: The following meetings are anticipated for this project with the Village (2 total) (Kickoff, Preliminary (60%).
- B. *Public Outreach*:
 - 1) *Public Information*: Prepare exhibits and handouts.
 - 2) *Notification Letters*: Prepare property owners' letters for impacted parcels. This work will be performed in accordance with Village guidelines.
- C. *Project Management*: Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with the Village and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants.

Engineering Fee

Our engineering fee for the above stated scope of services will be lump sum fees of **\$25,170**.

The attached Standard Terms and Conditions apply to this Proposal. If this Proposal is acceptable to the Village of Franklin Park, sign below and return one copy for our files.

Thank you for the opportunity to submit our Proposal for this important Project. If you have any questions or need additional information, please feel free to contact Tom Slattery at 815-444-3298 or via email at tslattery@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Louis D. Haussmann, PE
President

VILLAGE OF FRANKLIN PARK, ILLINOIS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\FRKPK\2400725-Grand Ave at George St Intersection Improvements\Contracts\PrePhase I Agreement\Work\2400725.01_Proposal_GrandatGeorge.docx

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility - Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents - All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.