

**VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
03.18.2024**

<u>Payroll Ending</u>	<u>03.09.24</u>	<u>TOTALS</u>
Village Portion of Social Security	10,876.74	
Village Portion of Medicare	7,439.75	
Prior Month Village Portion of IMRF	3,221.06	
Payroll 3/15/24	<u>539,128.96</u>	
Total Payroll Expense	560,666.51	\$ 560,666.51
<u>Manual Checks & Wires</u>		
Manual Checks	<u>12,730.00</u>	
Total Manual Checks & Wires		\$ 12,730.00
<u>ACH Debits</u>		
Health Insurance Premium	0.00	
City of Chicago (Water Payment)	<u>0.00</u>	
Total ACH Debits		\$ -
Payable Vouchers		
Payable Voucher 03-22-24	1,695,499.18	
Total Payable Vouchers		\$ <u>1,695,499.18</u>
Grand Total Payments		\$ 2,268,895.69

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
 Printed: 03/14/2024 - 4:29PM
 Batch: 00222.03.2024



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3443	1ST AYD CORPORATION			Check Sequence: 1	ACH Enabled: False
PSI679487	Station supplies	250.88	03/22/2024	10-30-62030	
PSI679803	Station supplies	211.47	03/22/2024	10-30-62030	
	Check Total:	462.35			
Vendor: 1259	ACE HARDWARE - FIRE			Check Sequence: 2	ACH Enabled: False
147056/1	Propane- reimbursed by 2% fund	39.51	03/22/2024	10-30-62050	
147899/1	Power sprayer	8.78	03/22/2024	10-30-62060	
147923/1	Propane	57.95	03/22/2024	10-30-62050	
	Check Total:	106.24			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 3	ACH Enabled: False
147938/1	pipe couplings	33.76	03/22/2024	10-90-62590	
148012/1	Ground clamps	37.42	03/22/2024	34-01-62860	
148023/1	Towels, cleaners, duct tapes, bags	163.15	03/22/2024	34-01-62860	
	Check Total:	234.33			
Vendor: 1264	ACE HARDWARE - STREETS			Check Sequence: 4	ACH Enabled: False
147928/1	Elbows	21.08	03/22/2024	10-90-62590	
147931/1	Conduit IMC	30.79	03/22/2024	10-90-62590	
147944/1	Hex bushings, nipples galv, ball valves	50.60	03/22/2024	10-90-62590	
148007/1	Keys cut	6.68	03/22/2024	10-90-62590	
148017/1	Pipes galv, couplings, nipples galv	44.14	03/22/2024	10-90-62590	
148018/1	Ball valves, hex bushings, nipples galv	190.38	03/22/2024	10-90-62590	
148033/1	Elbows, nipples galv	13.18	03/22/2024	10-90-62680	
	Check Total:	356.85			
Vendor: 3050	AIR ONE EQUIPMENT, INC.			Check Sequence: 5	ACH Enabled: False
203505	Firefighting boots	429.00	03/22/2024	10-30-62180	
203507	Firefighting helmets (12)	4,422.00	03/22/2024	10-30-62180	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	4,851.00			
Vendor: 0149	AL PIEMONTE FORD SALES, INC.			Check Sequence: 6	ACH Enabled: False
793764	Engine overhaul parts #889	1,444.37	03/22/2024	08-01-50020	
793969	Oil pump #889	74.32	03/22/2024	08-01-50020	
	Check Total:	1,518.69			
Vendor: 0010	ALEXANDER CHEMICAL CORPORATION			Check Sequence: 7	ACH Enabled: False
78212	Chlorine	98.00	03/22/2024	34-01-62880	
	Check Total:	98.00			
Vendor: 3465	AMERICANEAGLE.COM, INC.			Check Sequence: 8	ACH Enabled: False
399397	Monthly fee for hosting, hawksearch, retainer hour	535.00	03/22/2024	10-02-54300	
	Check Total:	535.00			
Vendor: 5347	ARAMARK			Check Sequence: 9	ACH Enabled: False
6020211960	Carpet service	199.77	03/22/2024	10-13-52600	
6020214100	Carpet service	119.48	03/22/2024	10-20-52600	
6020214101	Carpet service	199.77	03/22/2024	10-13-52600	
6020216131	Carpet service	119.48	03/22/2024	10-20-52600	
6020216132	Carpet service	199.77	03/22/2024	10-13-52600	
6020218261	Carpet service	119.48	03/22/2024	10-20-52600	
	Check Total:	957.75			
Vendor: 5242	AT&T			Check Sequence: 10	ACH Enabled: False
847233023402	Multiple single line charges PD- Feb	239.60	03/22/2024	10-02-51200	
847233053502	Multiple single line charges PD- Feb	175.00	03/22/2024	10-02-51200	
847233074202	Multiple dept single line charges - Feb	404.33	03/22/2024	10-02-51200	
84767817102	Fire station 2 outside phone for Feb	50.52	03/22/2024	10-02-51200	
	Check Total:	869.45			
Vendor: 1272	AT&T TELECONFERENCE SERVICES			Check Sequence: 11	ACH Enabled: False
402-004658	Conference call services- Feb	40.05	03/22/2024	10-02-51200	
	Check Total:	40.05			
Vendor: 1412	BATTERY SERVICE CORP			Check Sequence: 12	ACH Enabled: False
0107496	Battery and 12v jumpstarter	374.90	03/22/2024	34-02-50940	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	374.90			
Vendor: 0925 2495	BELLWOOD ELECTRIC MOTORS, INC. To install back in service pump at old PD station	2,600.00	03/22/2024	34-01-50940	Check Sequence: 13 ACH Enabled: False
2502	Service to work on valve #4 at King st	2,600.00	03/22/2024	34-01-50940	
2508	To remove drive shaft bearing from pump #2	4,200.00	03/22/2024	34-01-50940	
	Check Total:	9,400.00			
Vendor: 1571 8599101	BRADY INDUSTRIES Supplies	464.94	03/22/2024	10-20-52600	Check Sequence: 14 ACH Enabled: False
	Check Total:	464.94			
Vendor: 1895 PS41704 PT75393	CDW GOVERNMENT, INC. Lexmark printer New UPS for pump house	464.94 1,118.18	03/22/2024 03/22/2024	10-02-50400 10-02-80100	Check Sequence: 15 ACH Enabled: False
	Check Total:	1,583.12			
Vendor: 4649 IN250447	CHARGEPOINT, INC. Annual renewal for chargepoint for charging stations VH	1,507.88	03/22/2024	10-13-75000	Check Sequence: 16 ACH Enabled: False
	Check Total:	1,507.88			
Vendor: 0968 8	CHRISTOPHER B. BURKE ENGINEERING, I Front st /Carnation st connector & Front/Ernst inters 1/28-2/24	11,222.73	03/22/2024	52-01-82800	Check Sequence: 17 ACH Enabled: False
	Check Total:	11,222.73			
Vendor: 0042 5199034065	CINTAS CORPORATION Restock 1st aid kit Feb2024	119.48	03/22/2024	10-60-60200	Check Sequence: 18 ACH Enabled: False
	Check Total:	119.48			
Vendor: 5656 227302	CITY OF AURORA Water production samples Jan2024	210.00	03/22/2024	34-01-62850	Check Sequence: 19 ACH Enabled: False
	Check Total:	210.00			
Vendor: 1420	CLARK DIETZ, INC.				Check Sequence: 20 ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
440031	Curtis st pump station rehab 1/1-1/26/2024	3,905.00	03/22/2024	34-01-89300	
	Check Total:	3,905.00			
Vendor: 3643 194666780	COMCAST Dedicated internet and network services- Feb	8,436.21	03/22/2024	Check Sequence: 21 10-02-51200	ACH Enabled: False
	Check Total:	8,436.21			
Vendor: 3644 0141239Feb24 01555544Mar24 0167317Feb24 0310503Mar24	COMCAST Cable TV for streets for March VPN connection for VH for March Cable TV for PD Cable TV for VH for March	4.20 225.85 94.86 210.58	03/22/2024 03/22/2024 03/22/2024 03/22/2024	Check Sequence: 22 10-02-51200 10-02-51200 10-20-52600 10-02-51200	ACH Enabled: False
	Check Total:	535.49			
Vendor: 5257 2257077046Jan24 2679065011Jan24 3604055000Feb24 3893073029Feb24	COMED 3548 River 2257077046 1/2-1/31/24 3022 Cullerton 2679065011 1/2-1/31/24 3200 Sarah 3604055000 old#5396076006 1/16-2/20/24 3900 Mannheim 3893073029 1/8-2/6/24	31.31 41.16 391.33 25.39	03/22/2024 03/22/2024 03/22/2024 03/22/2024	Check Sequence: 23 10-50-62330 10-50-62330 10-50-62330 10-50-62330	ACH Enabled: False
	Check Total:	489.19			
Vendor: 2085 2346	COMPCOREPRO Monthly service agreement March2024	1,000.00	03/22/2024	Check Sequence: 24 10-32-57000	ACH Enabled: False
	Check Total:	1,000.00			
Vendor: 3302 U395075	CORE & MAIN LP Adapters	615.00	03/22/2024	Check Sequence: 25 34-01-62860	ACH Enabled: False
	Check Total:	615.00			
Vendor: 1071 15005858	COZEN O'CONNOR Lobbyist services, March2024	3,500.00	03/22/2024	Check Sequence: 26 10-12-67560	ACH Enabled: False
	Check Total:	3,500.00			
Vendor: 1464	D&P CONSTRUCTION CO., INC.			Check Sequence: 27	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
0000401150	Switches	580.00	03/22/2024	09-01-64000	
	Check Total:	580.00			
Vendor: 3093 4658	DOBSON ENTERTAINMENT, INC Social media video- Blood drive	975.00	03/22/2024	Check Sequence: 28 10-01-51880	ACH Enabled: False
	Check Total:	975.00			
Vendor: 5532 937073	DOOR SYSTEMS Station #1 garage door service	990.00	03/22/2024	Check Sequence: 29 10-30-62040	ACH Enabled: False
	Check Total:	990.00			
Vendor: 3026	DYNEGY ENERGY SERVICES			Check Sequence: 30	ACH Enabled: False
146697524021	9364 Franklin	157.89	03/22/2024	10-50-62330	
146697524021	0 Franklin Ave	643.33	03/22/2024	10-50-62330	
146697524021	9400 Grand	464.41	03/22/2024	10-50-62330	
146697524021	9540 Addison	72.02	03/22/2024	10-50-62330	
146697524021	11400 Copenhagen	482.42	03/22/2024	34-02-62800	
146697524021	9535 Belmont	9,558.00	03/22/2024	34-01-62800	
146697524021	9229 Grand	185.14	03/22/2024	34-02-62800	
146697524021	10800/11000 King	3,865.11	03/22/2024	34-01-62800	
146697524021	0 17 & Fullerton	174.18	03/22/2024	34-02-62800	
146697524021	129 W Manor	292.69	03/22/2024	34-02-62800	
146697524021	8 Countyline Rd	1,644.74	03/22/2024	34-01-62800	
146697524021	11201 Taft	58.52	03/22/2024	34-02-62800	
146697524021	2401 Scott	159.34	03/22/2024	10-50-62330	
146697524021	2998 Hart	134.24	03/22/2024	34-02-62800	
	Check Total:	17,892.03			
Vendor: 1755 31516	E. HOFFMAN, INC. Mixed load spoils hauled out	4,360.00	03/22/2024	Check Sequence: 31 34-01-62860	ACH Enabled: False
	Check Total:	4,360.00			
Vendor: 5498 4778939 4807190	EFAX CORPORATE Efax software for HR - Jan Efax software for HR - Feb	34.99 37.61	03/22/2024 03/22/2024	Check Sequence: 32 10-02-54200 10-02-54200	ACH Enabled: False
	Check Total:	72.60			
Vendor: 3829	ELECTRICAL SYSTEMS, INC.			Check Sequence: 33	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
11026	IFIX 5 yr renewal	13,000.00	03/22/2024	34-01-82980	
	Check Total:	13,000.00			
Vendor: 6002 ESS3166	ELECTRONIC SECURITY SOLUTIONS, INC. Service & maint March2024	350.00	03/22/2024	41-01-63220	Check Sequence: 34 ACH Enabled: False
	Check Total:	350.00			
Vendor: 3278 121838	ELEVATOR INSPECTION SERVICES Three property inspections for annual testing	96.00	03/22/2024	10-13-60550	Check Sequence: 35 ACH Enabled: False
	Check Total:	96.00			
Vendor: 2570 2620505	EMERGENCY MEDICAL PRODUCTS, INC. EMS equipment	254.20	03/22/2024	10-30-82080	Check Sequence: 36 ACH Enabled: False
	Check Total:	254.20			
Vendor: 2059 129305-40	EXP US SERVICES Franklin Ave Phase II Engineering 4/29/23-02/09/24	22,353.08	03/22/2024	65-10-54100	Check Sequence: 37 ACH Enabled: False
	Check Total:	22,353.08			
Vendor: 3904 8-416-06691	FEDEX Mailing	48.50	03/22/2024	34-01-51500	Check Sequence: 38 ACH Enabled: False
	Check Total:	48.50			
Vendor: 2034 IL-10992 IL-11120 IL-11919 IL-12204	FIRE SERVICE, INC Truck 2 repairs Truck 2 repairs Truck 2 repairs Truck 2 repairs	1,159.75 1,812.80 4,093.20 1,077.35	03/22/2024 03/22/2024 03/22/2024 03/22/2024	10-30-50110 10-30-50110 10-30-50110 10-30-50110	Check Sequence: 39 ACH Enabled: False
	Check Total:	8,143.10			
Vendor: 0081 14021 14022 14023 14024	FRANKLIN PARK PLUMBING CO., INC. Water main leak 9400 Grand Rod out drain for slop sink at station 2 Install new 1" service from BBox in pkway Install new water service curb to house-2809 Scott	6,240.00 350.00 6,610.00 7,640.00	03/22/2024 03/22/2024 03/22/2024 03/22/2024	34-01-62860 10-30-62050 34-01-62860 34-01-88910	Check Sequence: 40 ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	20,840.00			
Vendor: 6062 5252	GBJ SALES, LLC Foaming degreaser, soaps	531.15	03/22/2024	Check Sequence: 41 34-02-52200	ACH Enabled: False
	Check Total:	531.15			
Vendor: 5200 9022503289 9033528176 9038677440	GRAINGER Blue shelf bins Radial bearings #standard ryder lawn mower Car mount kit	59.52 14.20 29.22	03/22/2024 03/22/2024 03/22/2024	Check Sequence: 42 10-90-62590 08-01-50034 08-01-50090	ACH Enabled: False
	Check Total:	102.94			
Vendor: 0694 41079071-261037 41079073-261043 41079074-261050 41079076-261053 41079508-261874	GREATER ILLINOIS TITLE COMPANY Search/exam fee for 3420 N Mannheim Rd Search/exam fee for 3500 N Mannheim Rd Search/exam fee for 3430 N Mannheim Rd Search/exam fee for 11401 W Irving Park Rd Search/exam fee for 9514 W Grand Ave	500.00 500.00 500.00 500.00 500.00	03/22/2024 03/22/2024 03/22/2024 03/22/2024 03/22/2024	Check Sequence: 43 10-72-62557 10-72-62557 10-72-62557 10-72-62557	ACH Enabled: False
	Check Total:	2,500.00			
Vendor: 1555 43198	H&H ELECTRIC COMPANY Traffic signal & street lighting- various locations	1,867.20	03/22/2024	Check Sequence: 44 10-90-62690	ACH Enabled: False
	Check Total:	1,867.20			
Vendor: 3508 200038586	H.R. BOYD, INC Field mowings of the retention pond area (3 cuts)	3,900.00	03/22/2024	Check Sequence: 45 34-02-63110	ACH Enabled: False
	Check Total:	3,900.00			
Vendor: 1026 11947-1 11980-1 11987-1 11999-1	HARPOS V.I.P AUTOPARTS Steering gear box #227 Door handle #217 Trans Linc #484 Return	352.99 46.99 132.48 -185.00	03/22/2024 03/22/2024 03/22/2024 03/22/2024	Check Sequence: 46 08-01-50090 08-01-50090 08-01-50030 08-01-50090	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	347.46			
Vendor: 4697 9240	HEALTH ENDEAVORS, INC. Dept physicals 2023	1,655.00	03/22/2024	Check Sequence: 47 10-30-53000	ACH Enabled: False
	Check Total:	1,655.00			
Vendor: 4004 1014532 1022757 1280608 7624206 7884200	HOME DEPOT CREDIT SERVICES Supplies Supplies Supplies Supplies Supplies- reimbursed by 2%fund	125.20 486.43 107.46 62.91 2,186.00	03/22/2024 03/22/2024 03/22/2024 03/22/2024 03/22/2024	Check Sequence: 48 10-30-80570 10-30-80570 10-30-62050 10-30-50110 10-30-80570	ACH Enabled: False
	Check Total:	2,968.00			
Vendor: 1860 S-INV001264 S-INV001265 S-INV002325	ILLINOIS COUNTIES RISK MANAGEMENT Property & Liability premium April 2024 Work Comp premium April 2024 Work Comp Audit premium	88,327.00 50,152.00 27,632.00	03/22/2024 03/22/2024 03/22/2024	Check Sequence: 49 10-32-62190 10-32-62200 10-32-62200	ACH Enabled: False
	Check Total:	166,111.00			
Vendor: 3916 125321 126069	ILLINOIS DEPT OF TRANS- IDOT Franklin Ave Phase 3- remaining balance on invoice Franklin Ave Phase 3-Plote invoices 5/26-1/31/24 Local share	0.71 1,134,572.51	03/22/2024 03/22/2024	Check Sequence: 50 65-10-54700 65-10-54700	ACH Enabled: False
	Check Total:	1,134,573.22			
Vendor: 0495 7015	ILLINOIS FIRE CHIEFS ASSOCIATION Company Fire Officer class	1,350.00	03/22/2024	Check Sequence: 51 10-30-52001	ACH Enabled: False
	Check Total:	1,350.00			
Vendor: 2084 127840	J.G. UNIFORMS Vest	1,050.00	03/22/2024	Check Sequence: 52 10-20-54000	ACH Enabled: False
	Check Total:	1,050.00			
Vendor: 3705 7980	JAMES DOWDEN & ASSOCIATES, INC Site meetings/visits for design landscape plans for 9621 Pacific	1,450.00	03/22/2024	Check Sequence: 53 65-10-84300	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,450.00			
Vendor: 1534	JKS VENTURES, INC.			Check Sequence: 54	ACH Enabled: False
209273	Limestone	4,188.95	03/22/2024	34-01-62860	
	Check Total:	4,188.95			
Vendor: 0041	JOSEPH MCLOUGHLIN			Check Sequence: 55	ACH Enabled: False
1729Aug2023	Landscaping- Jack B. Williams	2,800.00	03/22/2024	34-02-63070	
1729Aug2023	Landscaping- Copenhagen station	3,035.00	03/22/2024	34-02-63070	
1729Aug2023	Landscaping- David Talbott pond	3,000.00	03/22/2024	34-02-63070	
1729Aug2023	Landscaping- Drainage ditch	2,300.00	03/22/2024	10-90-62600	
1729Aug2023	Landscaping- Field east of PD	2,700.00	03/22/2024	10-90-86000	
1729Aug2023	Landscaping- King st pump station	2,275.00	03/22/2024	34-01-62900	
1729Aug2023	Landscaping- Milton retention pond	2,800.00	03/22/2024	34-02-63070	
1729Aug2023	Landscaping- Clearing pump station	1,060.00	03/22/2024	34-01-62900	
1729June2023	Landscaping- Jack B Williams	2,800.00	03/22/2024	34-02-63070	
1729June2023	Landscaping- Copenhagen	3,035.00	03/22/2024	34-02-63070	
1729June2023	Landscaping- David Talbott pond	3,000.00	03/22/2024	34-02-63070	
1729June2023	Landscaping- Drainage ditch	2,300.00	03/22/2024	10-90-62600	
1729June2023	Landscaping- Field East of PD station	2,700.00	03/22/2024	10-90-86000	
1729June2023	Landscaping- King st pump station	2,275.00	03/22/2024	34-01-62900	
1729June2023	Landscaping- Milton retention pond	2,800.00	03/22/2024	34-02-63070	
1729June2023	Landscaping- Clearing pump station	1,060.00	03/22/2024	34-01-62900	
1853Aug2023	Landscaping- Veterans Park	375.00	03/22/2024	10-90-69590	
1853Aug2023	Landscaping- Field south of Garra	800.00	03/22/2024	10-90-86000	
1853Aug2023	Landscaping- Leyden news agency	125.00	03/22/2024	10-90-86000	
1853Aug2023	Landscaping- Miller Park	275.00	03/22/2024	10-90-86000	
1853Aug2023	Landscaping- Utility dept	1,500.00	03/22/2024	10-90-86000	
1853Aug2023	Landscaping- Police station	1,775.00	03/22/2024	10-90-86000	
1853Aug2023	Landscaping- Joseph Thomas park	250.00	03/22/2024	10-90-88880	
1853Aug2023	Landscaping- B12	450.00	03/22/2024	10-90-87610	
1853Aug2023	Landscaping- 9500 Belmont	250.00	03/22/2024	10-90-86000	
1853Aug2023	Landscaping- Metra station	600.00	03/22/2024	41-01-63210	
1853Aug2023	Landscaping- Grand Ave underpass	750.00	03/22/2024	10-90-62600	
1853June2023	Landscaping- Veterans	375.00	03/22/2024	10-90-69590	
1853June2023	Landscaping- Field south of Garra underpass	800.00	03/22/2024	10-90-86000	
1853June2023	Landscaping- Leyden news agency	125.00	03/22/2024	10-90-86000	
1853June2023	Landscaping- Miller Park	275.00	03/22/2024	10-90-86000	
1853June2023	Landscaping- Utility dept	1,500.00	03/22/2024	10-90-86000	
1853June2023	Landscaping- Police station	1,775.00	03/22/2024	10-90-86000	

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1853June2023	Landscaping- Joseph Thomas park	250.00	03/22/2024	10-90-88880	
1853June2023	Landscaping- B12	450.00	03/22/2024	10-90-87610	
1853June2023	Landscaping- 9500 Belmont	250.00	03/22/2024	10-90-86000	
1853June2023	Landscaping- Metra station	600.00	03/22/2024	41-01-63210	
1853June2023	Landscaping- Grand Ave	750.00	03/22/2024	10-90-62600	
2442Aug2023	Landscaping- Nevada retention pond	850.00	03/22/2024	34-01-86000	
2442Aug2023	Landscaping- Legion hall & Ruby	775.00	03/22/2024	34-01-86000	
2442Aug2023	Landscaping- Fullerton & Oak	1,200.00	03/22/2024	34-01-86000	
2442Aug2023	Landscaping- Franklin & martens	780.00	03/22/2024	34-01-86000	
2442Aug2023	Landscaping- 9280-9300 Belmont	675.00	03/22/2024	34-01-86000	
2442Aug2023	Landscaping- Grand Ave SW to NW	1,975.00	03/22/2024	34-01-86000	
2442Aug2023	Landscaping- Grand Ave Scott	1,175.00	03/22/2024	34-01-86000	
2442Aug2023	Landscaping- Belmont & Melrose	750.00	03/22/2024	34-01-86000	
2442Aug2023	Landscaping- Houston & James	1,075.00	03/22/2024	34-01-86000	
2442June2023	Landscaping- Fullerton & Oak	1,200.00	03/22/2024	34-01-86000	
2442June2023	Landscaping- Houston & James	1,075.00	03/22/2024	34-01-86000	
2442June2023	Landscaping- Belmont & Melrose	750.00	03/22/2024	34-01-86000	
2442June2023	Landscaping- Grand Ave (Scott)	1,175.00	03/22/2024	34-01-86000	
2442June2023	Landscaping- Grand Ave (SW to NW)	1,975.00	03/22/2024	34-01-86000	
2442June2023	Landscaping- Nevada Pond	850.00	03/22/2024	34-01-86000	
2442June2023	Landscaping- 9280-9300 Belmont	675.00	03/22/2024	34-01-86000	
2442June2023	Landscaping- Franklin & martens	780.00	03/22/2024	34-01-86000	
2442June2023	Landscaping- Legion hall & Ruby	775.00	03/22/2024	34-01-86000	
	Check Total:	72,750.00			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 56	ACH Enabled: False
4875	Replacement of reinforced street opening at 9427 Schiller	3,120.00	03/22/2024	34-01-62860	
4877	Replacement of street opening due to water sys repair	5,000.00	03/22/2024	34-01-50940	
4878	Replacement of reinforced street opening	2,800.00	03/22/2024	34-01-62860	
4879	Replacement of reinforced curb w street drain & street	4,730.00	03/22/2024	34-02-63070	
4881	Replacement of reinforced combo sewer & street	3,800.00	03/22/2024	34-02-63070	
4882	Replacement of reinforced curb w street opening 9232 Crescent	5,230.00	03/22/2024	10-90-62600	
	Check Total:	24,680.00			
Vendor: 3819	LEAF			Check Sequence: 57	ACH Enabled: False
16132924	Copier rental for March	1,550.00	03/22/2024	10-02-80001	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,550.00			
Vendor: 0059	M.E. SIMPSON, CO., INC.			Check Sequence: 58	ACH Enabled: False
41935	Conducted leak location services	645.00	03/22/2024	34-01-62860	
42055	Meters tested	110.00	03/22/2024	34-01-62815	
42063	Conducted a water distribution system valve assessment program	5,671.00	03/22/2024	34-01-62860	
42076	Meters tested 2/14-2/29/24	15,305.00	03/22/2024	34-01-62815	
	Check Total:	21,731.00			
Vendor: 4403	MARTIN MACK FIRE AND SAFETY EQUIPM			Check Sequence: 59	ACH Enabled: False
140102	Recharge extinguishers/yearly maint	1,886.25	03/22/2024	10-30-62090	
	Check Total:	1,886.25			
Vendor: 0131	MENARDS MELROSE PARK			Check Sequence: 60	ACH Enabled: False
59202	Anchors, joist hangers, paint, sleeves, tie bars, pail liners	675.59	03/22/2024	10-90-62590	
59455	Concrete mixes, handy box, cover duplex, studs	241.83	03/22/2024	10-90-62590	
59459	(2) Hudson posts	25.96	03/22/2024	10-90-62590	
59632	Tie bars, beams, shelf bins, diamond plate	47.70	03/22/2024	10-90-62590	
59720	Blade set, folding tables, router, glide hex base	390.94	03/22/2024	10-90-62070	
59770	Refill pouch, bucket, rodent stations	53.07	03/22/2024	34-02-62590	
59795	Brushless EPW	399.99	03/22/2024	34-01-82840	
	Check Total:	1,835.08			
Vendor: 5537	METRO TANK AND PUMP CO			Check Sequence: 61	ACH Enabled: False
19369	Credit due to cancellation	-4,833.34	03/22/2024	08-01-53000	
19622	Power supply	5,260.00	03/22/2024	08-01-53000	
	Check Total:	426.66			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 62	ACH Enabled: False
228806A-1	Repair clamps (qty 8 at \$355.01 each)	2,840.00	03/22/2024	34-01-62860	
229113A	Support tubes, upper tubes, gaskets, rings, couplings	1,855.00	03/22/2024	34-01-62860	
	Check Total:	4,695.00			
Vendor: 2488	MOHR OIL COMPANY			Check Sequence: 63	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
437384	Fuel	8,116.38	03/22/2024	10-30-50200	
437384	Fuel	17,474.43	03/22/2024	10-90-50200	
437384	Fuel	1,301.47	03/22/2024	34-02-50200	
437384	Fuel	1,586.26	03/22/2024	34-01-50200	
	Check Total:	28,478.54			
Vendor: 0329 R81659	MONROE TRUCK EQUIPMENT Chain, Pntl, & installation	6,121.36	03/22/2024	Check Sequence: 64 08-01-50090	ACH Enabled: False
	Check Total:	6,121.36			
Vendor: 0333 2203	MONTANA & WELCH, LLC Legal services for 220420W028-0001 Inv#16585 1/8-1/29/24	1,912.50	03/22/2024	Check Sequence: 65 10-72-62557	ACH Enabled: False
2204	Legal services for 220420W028-0001 Inv#16480	58.83	03/22/2024	10-72-62557	
	Check Total:	1,971.33			
Vendor: 1790 031124	MUNICIPAL CLERKS NORTH & NORTHWE' (6) dinner meeting	210.00	03/22/2024	Check Sequence: 66 10-18-52100	ACH Enabled: False
	Check Total:	210.00			
Vendor: 2106 24-52279	MUNICIPAL MANAGEMENT SERVICES, INC March2024 services	17,334.34	03/22/2024	Check Sequence: 67 10-20-60400	ACH Enabled: False
	Check Total:	17,334.34			
Vendor: 4521 45671900004Feb2	NICOR 9535 Belmont 456719000004 1/24-2/21/24	279.08	03/22/2024	Check Sequence: 68 34-01-62940	ACH Enabled: False
50771900003Feb2	9300 Belmont 50771900003 1/24-2/21/24	1,295.21	03/22/2024	34-01-62940	
87873543729Feb2	9320 Belmont 87873543729 1/24-2/21/24	120.11	03/22/2024	34-02-52450	
	Check Total:	1,694.40			
Vendor: 4333 346276	North East Multi-Regional Training, Inc. Reid Technique Interviewing & Interrogations class- Two Officers	800.00	03/22/2024	Check Sequence: 69 10-20-52001	ACH Enabled: False
346521	Interviewing & Interrogations class- Two Officers	250.00	03/22/2024	10-20-52001	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,050.00			
Vendor: 1653	ON TIME EMBROIDERY INC			Check Sequence: 70	ACH Enabled: False
120668	Uniforms	154.00	03/22/2024	10-30-40806	
120725	Uniforms	92.00	03/22/2024	10-30-40806	
121941	Uniforms	168.00	03/22/2024	10-30-40806	
121942	Uniforms	389.00	03/22/2024	10-30-40806	
121943	Uniforms	48.00	03/22/2024	10-30-40806	
121944	Uniforms	179.00	03/22/2024	10-30-40806	
	Check Total:	1,030.00			
Vendor: 4704	PAN AMERICAN BANK			Check Sequence: 71	ACH Enabled: False
Jan2024	Waterbill lockbox, Jan2024	29.40	03/22/2024	34-01-59010	
	Check Total:	29.40			
Vendor: 0775	PERMIDT ENGINEERING LIMITED			Check Sequence: 72	ACH Enabled: False
6868	Rod out sewer	375.00	03/22/2024	34-02-63070	
	Check Total:	375.00			
Vendor: 5442	GIULIANO PETRUCCI			Check Sequence: 73	ACH Enabled: False
2024-002	Plumbing inspector services for Feb2024	3,225.00	03/22/2024	10-13-40203	
	Check Total:	3,225.00			
Vendor: 0967	ROESCH FORD			Check Sequence: 74	ACH Enabled: False
FOCS205995	Brake inspection #873	100.00	03/22/2024	10-20-50300	
	Check Total:	100.00			
Vendor: 0165	ROYAL PIPE AND SUPPLY CO.			Check Sequence: 75	ACH Enabled: False
S1592607.002	Brass nipples, valve full ports	785.93	03/22/2024	34-01-62860	
	Check Total:	785.93			
Vendor: 1899	SERVICE SANITATION, INC.			Check Sequence: 76	ACH Enabled: False
8797879	Portable restrooms	204.42	03/22/2024	10-90-62600	
	Check Total:	204.42			
Vendor: 1630	SHERMAN MECHANICAL			Check Sequence: 77	ACH Enabled: False
W48503	Water in the chiller room	358.60	03/22/2024	10-20-52600	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	358.60			
Vendor: 2103	ANDY SMOLEN			Check Sequence: 78	ACH Enabled: False
03424	Reimbursement for Reg fee for Bee City	200.00	03/22/2024	10-90-52000	
03424	Reimbursement for Reg fee for IL/WIS landscape show	60.00	03/22/2024	10-90-52000	
	Check Total:	260.00			
Vendor: 2961	S-NET COMMUNICATIONS INC			Check Sequence: 79	ACH Enabled: False
209268	March phone bill	3,651.73	03/22/2024	10-02-51200	
	Check Total:	3,651.73			
Vendor: 3795	STANDARD EQUIPMENT COMPANY			Check Sequence: 80	ACH Enabled: False
P45402	Hyd oil HV68	306.90	03/22/2024	10-90-50200	
P47141	SB/21 wires	621.00	03/22/2024	08-01-50009	
P47365	Collar	114.64	03/22/2024	08-01-50090	
P48107	Debris hoses	2,834.76	03/22/2024	08-01-50035	
P48190	Quick connects, male disconnects	791.70	03/22/2024	08-01-50035	
P48313	SB/21 wires	310.50	03/22/2024	08-01-50009	
W10845	Elgin Pelican -labor and parts to fix equipment	1,011.43	03/22/2024	08-01-50009	
	Check Total:	5,990.93			
Vendor: 3223	STATE INDUSTRIAL PRODUCTS			Check Sequence: 81	ACH Enabled: False
903234799	Primezymes, sewer solvents	1,736.04	03/22/2024	34-02-63070	
903249042	Station cleaning supplies	681.11	03/22/2024	10-30-62030	
	Check Total:	2,417.15			
Vendor: 2340	TAX CONSULTING, LLC			Check Sequence: 82	ACH Enabled: False
031124	Research and Meetings for 2024 FP presentation 2/1-3/1/24	4,000.00	03/22/2024	10-12-50540	
	Check Total:	4,000.00			
Vendor: 1505	THE JORDAN GROUP			Check Sequence: 83	ACH Enabled: False
030324	February public affairs, mkt, PR	5,000.00	03/22/2024	10-01-51880	
	Check Total:	5,000.00			
Vendor: 3351	THOMSON REUTERS - WEST			Check Sequence: 84	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
849819642	Monthly billing	249.11	03/22/2024	10-20-60560	
	Check Total:	249.11			
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 85	ACH Enabled: False
9957644172	Monthly cell phone charges for VOFP- Feb 980431441-00002	2,332.71	03/22/2024	10-02-80300	
9957644172	Monthly cell phone charges for water- Feb 980431441-00002	1,956.53	03/22/2024	34-01-80500	
9957644173	Monthly parking meter charges for Metra- Feb 980431441-00003	72.06	03/22/2024	41-01-65000	
9957644174	Monthly tablet charges for admin- Feb 980431441-00006	100.10	03/22/2024	10-02-80300	
9957644174	Monthly tablet charges for water- Feb 980431441-00006	195.97	03/22/2024	10-02-80300	
	Check Total:	4,657.37			
Vendor: 1352	WILLIAM RYAN			Check Sequence: 86	ACH Enabled: False
03052024	Monthly Prosecutor services, Jan2024	4,000.00	03/22/2024	10-72-62570	
030524	Monthly Prosecutor services, Feb2024	4,000.00	03/22/2024	10-72-62570	
	Check Total:	8,000.00			
Vendor: 0209	ZIEBELL WATER SERVICE PRODUCTS			Check Sequence: 87	ACH Enabled: False
264905-000	Flare nuts w washers, Ball crpstps	2,807.50	03/22/2024	34-01-62860	
	Check Total:	2,807.50			
	Total for Check Run:	1,695,499.18			
	Total of Number of Checks:	87			

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 03/11/2024 - 7:11PM
 Batch: 00408.03.2024



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 2038	CHRIS ARVANITES						
				334672	03/04/2024		
INV0043	200.00	03/08/2024	Labor & supplies for blinds- admin office			10-13-52600	
Total for Check	200.00						
Total for 2038	200.00						
Vendor: 3089	STANDARD FENCING CO. INC.						
				334769	03/08/2024		
03082024	12,000.00	03/08/2024	Decorative fence for Franklin Ave			10-90-62600	
Total for Check	12,000.00						
Total for 3089	12,000.00						
Vendor: 5659	COOK/DUPAGE BEEKEEPERS ASS						
				334671	03/04/2024		
030424	80.00	03/08/2024	Donation for Speaker presentation			10-90-52000	
Total for Check	80.00						
Total for 5659	80.00						
Vendor: 5661	MONIKA SUROVICH						
				334770	03/08/2024		
03824	450.00	03/08/2024	Three bee colonies			10-90-62600	
Total for Check	450.00						
Total for 5661	450.00						
		=====					
Total Checks:	12,730.00						
		=====					

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS AUTHORIZING THE CLOSURE OF CERTAIN
PUBLIC RIGHT-OF-WAYS FOR THE FRANKLIN PARK FEST**

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 2324-G-__

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AUTHORIZING THE CLOSURE OF CERTAIN PUBLIC RIGHT-OF-WAYS FOR THE FRANKLIN PARK FEST

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, from Thursday, June 6, 2024, to Sunday, June 9, 2024, the Village is holding its 2024 Franklin Park Fest (the "*Fest*"), which is a Village sponsored annual special event; and

WHEREAS, the location of the Fest will require either the partial or complete temporary closure of the following rights-of-way: that portion of Franklin Avenue from Rose Street to Ruby Street from Wednesday, June 5, 2024, at 7:00 a.m. through and until Monday, June 10, 2024, at 7:00 a.m. and that portion of Calwagner Avenue from Pacific Avenue to Franklin Avenue, as deemed necessary, from Wednesday, June 5, 2024, at 7:00 a.m. through and until Monday, June 10, 2024, at 7:00 a.m., provided access to that portion of Belmont Avenue lying South of the railroad tracks and the entrance / exit driveway to the condominium building commonly known as 9670 Franklin Avenue remain open (collectively the "*Fest Street Closures*"); and

WHEREAS, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") find it necessary and in the best interest of the health, safety, and welfare of the residents of the Village to permit the Fest Street Closures to all non-emergency vehicular traffic to permit the Fest to occur.

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 Fest Street Closures, as herein defined and described, are hereby authorized and approved and the Village is prepared to assume all responsibility and liability involved in any Fest Street Closure, as required by any governmental agencies having jurisdiction thereof, and no further, and that the Utilities Commissioner and Director of Police are hereby authorized to take such necessary action to undertake the Fest Street Closures and to establish such necessary detours over routes that can accept anticipated vehicular traffic, which are conspicuously marked for the benefit of traffic diverted from such right-of-ways.

Section 3. The Utilities Commissioner and the Director of Police are hereby authorized to restrict the parking of vehicular traffic within and around the Fest Street Closures as determined necessary to ensure the public health, safety and welfare of the residents of the Village and the Director of Police is hereby authorized to take such necessary action to aid in the diversion of traffic from the Fest Street Closures and to provide such force as deemed necessary to direct, protect, and regulate traffic during the time the detours are in effect.

Section 4. The Director of Police is hereby further authorized to provide for the positioning of authorized flaggers at each end of any right-of-way and at other such points as may be necessary to assist in directing traffic through the detour provided emergency vehicles shall be permitted in emergency situations to pass through the closed area as is safe for all concerned.

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. If any part of this Ordinance is found to conflict with any other ordinance, resolution, motion or order or parts thereof, the most restrictive or highest standard shall prevail.

Section 7. This Ordinance shall be in full force and effect immediately upon its passage to ensure that the safety and welfare of the residents of the Village are provided for during the Fest.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 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 March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS AMENDING ORDINANCE NUMBER 2324-G-22
(AMENDING SALARY SCHEDULE ORDINANCE)**

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 2324-G- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AMENDING ORDINANCE NUMBER 2324-G-22 (AMENDING SALARY SCHEDULE ORDINANCE)

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, on August 14, 2023, the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) approved Ordinance Number 2324-G-22 entitled “*An Ordinance of the Village of Franklin Park, Cook County, Illinois Establishing Salary Schedules and Other Compensation*” (the “*Salary Schedule Ordinance*”); and

WHEREAS, the Corporate Authorities find it necessary to amend the Salary Schedule Ordinance in order to accurately reflect salary schedule adjustments and the reassignment of duties amongst personnel.

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. Section 2 of the Salary Schedule Ordinance subsection entitled “*Administrative (40 hours per week – unless otherwise indicated)*” is hereby amended by adding the following language to read, as follows:

“Assistant Village Engineer \$72,000.00”*

Section 3. The amendment set forth in Section 2 of this Ordinance shall not take effect until April 1, 2024.

Section 4. The remaining provisions and terms as contained in the Salary Schedule Ordinance are not altered, amended, or otherwise modified by this Ordinance and remain in full force and effect.

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 immediately upon its passage and approval to ensure that public services are maintained and the health, safety, and welfare of the residents of the Village is duly protected.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 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 March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (hereinafter referred to as the “**Agreement**”) is entered into as of this 7th day of February, 2024, (hereinafter referred to as the “**Effective Date**”), by and between JOHN POPPERT (hereinafter referred to as “**Poppert**” or “**Plaintiff**”) and THE VILLAGE OF FRANKLIN PARK, (hereinafter referred to as “**Defendant**” or the “**Village**”), and collectively all parties referred to as the “**Parties**” or individual as the “**Party**.”

RECITALS

WHEREAS, **Poppert** filed a civil action against the **Village**, which is pending in the Circuit Court of Cook County, Case No. 2020 1 009989, (hereinafter the “**Civil Action**”); and

WHEREAS, the **Village** filed an Answer to the Complaint and Affirmative Defenses to the **Civil Action**; and

WHEREAS, the **Village** has denied all liability for all claims asserted against them in the **Civil Action**; and

WHEREAS, the Parties wish to settle all claims, disputes and matters that were or could have been litigated or asserted in the **Civil Action**, without any admission of liability, as of the **Effective Date**, in the interest of conserving resources, time, fees and costs in connection with the **Civil Action** and otherwise; and

NOW, THEREFORE, in consideration of the mutual releases, promises, covenants, representations, and warranties contained in this **Agreement**, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

AGREEMENT

1. Settlement Payment and Consideration.

(a) The **Village** shall pay or cause to be paid to **Poppert** the total sum of \$75,000.00 within thirty (30) days of the Village Board’s approval of the settlement agreement. The **Village** will issue a check payable to John Poppert and the Law Office of Daniel E Goodman and to such address as shall be requested by **Poppert** (the “**Settlement Payment**”). The **Settlement Payment** is in full and final satisfaction and settlement of all claims asserted by **Poppert** against the **Defendant** in the **Civil Action**.

2. Dismissal of the Litigation. Within five (5) business days of **Poppert’s** receipt of the **Settlement Payment** described above, the **Parties** further agree to immediately withdraw and dismiss any remaining charges with prejudice, including any and all such claims or charges which may have already been filed in any local, state, or federal agency or court,

and the **Parties** shall furnish written evidence of any and all such withdrawals and/or dismissals, with prejudice. The **Parties** further promise never to file or participate in a lawsuit, arbitration, or other legal or administrative proceeding asserting any claims that are released pursuant to this Agreement, except to enforce rights created by this Agreement.

3. **Liens:** Should any Medicaid, Medicare, or any private health insurance lien(s) currently exist or come to exist at any point in time within the next thirty (30) months from the date of the execution of this release related to injuries resulting from the aforesaid occurrence, the undersigned hereby agrees to indemnify, reimburse, and hold harmless the **Village and** their heirs, executors, attorneys, administrators, agents, trustees and assigns of and from any and all said lien(s), in the event that the lien(s) amount(s) are sought to be satisfied from the **Village and** their heirs executors, attorneys, administrators, agents, trustees and assigns. If indemnity is sought, the **Plaintiff** has a right to choose counsel relating to the same. In the event that indemnity is sought by the **Village**, the **Village** has a right to choose counsel relating to the same.

4. **Releases and Covenants Not to Sue:** Except with respect to the obligations and representations expressly set forth in and arising under this **Settlement Agreement**, each Party (collectively, the "**Releasing Parties**") provides the following releases to each other Party (collectively, the "**Releasees**"), and further covenants and agrees by the execution of this **Settlement Agreement** not to make, assert, file, or maintain, or directly or indirectly cause another person, entity, agency, board, or commission to make, assert, file, or maintain, any charge against the **Releasees** any claim or claims set forth below that would be covered by the releases:
 - (a) **Release by Poppert:** Poppert hereby irrevocably and unconditionally releases and forever discharges the **Village** and its attorneys, trustees, officers, managers, employees, insurers, agents, representatives and all persons acting by, under or in concert with them, or any of them, from any and all actions, causes of action, suits, claims, rights, damages, losses, costs, expenses (including attorneys' fees and costs actually incurred), contracts, agreements or controversies of any nature whatsoever, known or unknown, liquidated or unliquidated, suspected or unsuspected, fixed or contingent in law or in equity (hereinafter "**Claim**" or "**Claims**") that the **Poppert** now has, owns or holds, or at any time heretofore ever had, owned or held, or could have had, owned or held against the **Village**, that arise out of or are related to the matters asserted in the **Civil Action** or which could have been asserted in the **Civil Action**.
 - (b) **Release by Village:** On behalf of itself, the **Village** hereby irrevocably and unconditionally releases and forever discharges **Poppert** and his attorneys, trustees, officers, managers, directors, stockholders, members, partners, general partners, limited partners, employees, insurers, agents, representatives, and all persons acting by, under or in concert with them, or any of them, from any and all actions, causes of action, suits, claims, rights, damages, losses, costs, expenses (including attorneys' fees and costs actually incurred), contracts, agreements or controversies of any nature whatsoever, known or unknown, liquidated or unliquidated, suspected or unsuspected, fixed or contingent in law or in equity (hereinafter "**Claim**" or "**Claims**") that the **Village** now has, owns or holds, or at any time heretofore ever had, owned or held, or

could have had, owned or held against **Poppert** that arise out of or are related to the matters asserted in the **Civil Action** or which could have been asserted in the **Civil Action**.

4. **Representations, Warranties, and Covenants.** Each Party hereby represents and warrants to and covenants to the other Party that such Party (a) has read and understands this **Agreement**, including the release set forth herein, and has entered into it voluntarily and without coercion; (b) has been advised, and has had the opportunity, to consult with legal counsel of its choosing with respect to this **Agreement** and the matters contemplated hereby; (c) is entering into this **Agreement** based upon its own investigation and is not relying on any representations or warranties of the other Party or any other person not set forth herein; (d) has not assigned or otherwise transferred any interest in any Claim which it may have against any of the Releasees; (e) acknowledges that it is entering into this **Agreement** with full knowledge and understanding that in exchange for the benefits to be received as described herein, it is giving up certain valuable rights that such Party may now have or may later acquire; (f) has the legal authority to enter into this **Agreement** and perform its obligations hereunder; and (g) has duly executed this **Agreement**, and such **Agreement** constitutes the valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy or similar laws affecting creditors rights generally and general principles of equity. In addition, each Party represents and warrants to each and every other Party that there is no other person or entity that owns or holds any rights in connection with or related to the Claims released in this **Agreement** or which were or could have been asserted in the **Civil Action**.
5. **No Admission:** The Parties agree that this **Agreement** and its contents, and any and all statements, negotiations, documents and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing or of the truth of any of the claims or allegations asserted in the **Civil Action** or any other action or proceeding.
6. **Miscellaneous.**
 - (a) **Severability.** In the event that any provision of this **Agreement** is held to be void, voidable, or unenforceable by a Court of competent jurisdiction, it shall be severed from this **Agreement** and the remaining portions hereof shall remain in full force and effect and the Court (or the parties by written mutual agreement) may modify this **Agreement** to affect the original intent of the parties.
 - (b) **Modification; Waiver.** This **Agreement** may not be amended or modified in any respect except by an instrument in writing signed by all Parties. No provision of this **Agreement** may be waived, except in writing executed by the Party entitled to enforcement of such provision. The failure of any Party to require strict performance with any provision of this **Agreement** shall not be construed as a waiver.
 - (c) **Survival of Representations and Warranties.** The representations and warranties in this **Agreement** shall survive the **Effective Date** in perpetuity.

(d) **Attorney's Fees in the Event of Dispute.** If any legal action, dispute, or other proceeding arises or is commenced to interpret, enforce or recover damages for the breach of any term of this **Agreement**, the prevailing Party shall be entitled to recover from the non-prevailing Party all of its fees and costs in connection therewith, including, without limitation, its attorneys' fees and costs and costs of suit.

(e) **Participation in Drafting.** Each Party has participated in, cooperated in, or contributed to the drafting and preparation of this **Agreement**. In any construction of this **Agreement**, the same shall not be construed for, or against, any Party, but shall be construed fairly according to its plain meaning.

(f) **Execution of Further Documents.** Each Party hereto will execute all further and additional documents and take all further actions as may reasonably be necessary to effectuate and carry out the provisions of this **Agreement**.

(g) **Counterparts; Facsimile/Electronic Signatures.** This **Agreement** may be executed in counterparts and delivered by facsimile or via electronic means such as PDF, and each such counterpart and/or facsimile/electronic signature shall be deemed to be an original, and all of which when taken together shall constitute one executed agreement.

(h) **Entire Agreement.** This **Agreement** contains the entire agreement and understanding of the Parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral, between the Parties related to the Litigation. Each Party acknowledges that neither the other Party, nor any agent or attorney of the other Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof to induce it to execute this instrument, and acknowledges that it is not executing this **Agreement** in reliance on any such promise, representation or warranty not contained herein.

(i) **Governing Law; Jurisdiction; Venue.** This **Agreement** shall be bound and governed as to validity, interpretation, construction, effect, and in all other respects by the laws of the State of Illinois, without regard to conflict of law provisions. The Parties agree that jurisdiction and venue with respect to any action arising from this **Agreement** shall be solely in the Circuit Court of Cook County, Illinois regardless of the later residence or domicile of any of the Parties.

(j) **Binding Effect / Successors and Assigns.** This **Agreement** shall bind the heirs, legal successors, personal representatives, trustees, successors, and assigns of each Party, and inure to the benefit of each Party and its/his/her attorneys, agents, directors, officers, managers, trustees, officers, employees, agents, heirs, beneficiaries, successors, and assigns.

(k) **Notice.** All notices required or permitted to be given hereunder shall be in writing and shall be sent by (i) first-class mail, postage prepaid, deposited in the United States mail, to the address identified below or the last known address for each Party. Any Party hereto, by written notice to the other Party in accordance with the terms hereof, may change the

address for notices to be sent. In the event that any notice is not delivered to any Party entitled thereto because such Party has moved and the address is unknown, or because such Party has refused to accept such notice, then such notice shall be deemed to be effective as if delivered.

If to POPPERT:

John Poppert
3534 Louis Street
Franklin Park, IL 60131

Copy to:

Adriel Zupances
Law Office of Daniel E Goodman, LLC
10400 W. Higgins Road Ste 500
Phone: 1(847) 292 6000
Fax: 1(847) 292 0390

If to the VILLAGE of FRANKLIN PARK:

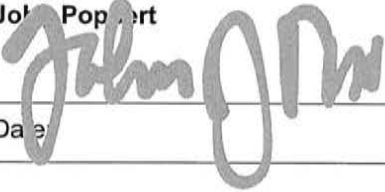
Village of Franklin Park
Attn: Village Clerk
9500 Belmont Avenue
Franklin Park, IL 60131

Copy to:

Montana & Welch, LLC
11950 South Harlem Avenue, Suite 102
Palos Heights, Illinois 60463

[REMAINDER OF PAGE BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties, **John Poppert**, and the **Village of Franklin Park**, have each approved and executed this **Agreement** as of the **Effective Date** as indicated below.

John Poppert 	Barrett F. Pedersen <i>President, Mayor of the Village of Franklin Park</i>
Date:	Date:



AEZ/jjw
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ATTORNEY NO. 46715

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

JOHN POPPERT,)
)
 Plaintiff,)
)
 vs.)
)
 VILLAGE OF FRANKLIN PARK, TED FERRER,)
 and MARIOLA SERWIN,)
)
 Defendants.)

Case No. 2020 L 9989

ORDER

THIS CAUSE coming before the Court and the Court being fully advised in the premises;

IT IS HEREBY ORDERED that this lawsuit is dismissed with prejudice, pursuant to settlement, and without costs to any party hereto. This Court shall retain jurisdiction to enforce settlement and adjudicate liens. Voluntary mediation was not utilized.

ENTER: _____
JUDGE JUDGE'S NO.

Atty. No. 46715
LAW OFFICE OF DANIEL E. GOODMAN, LLC
10400 West Higgins Road, Suite 500
Rosemont, IL 60018
(847) 292 – 6000
azupances@danielgoodmanlaw.com
tchrisp@danielgoodmanlaw.com

336



November 10, 2023

Village of Franklin Park
9500 Belmont Avenue
Franklin Park, IL, 60131
Attn: Andy Smolen

RE: Franklin Park FS #1 Hood

Dear Mr. Smolen,

F.H. Paschen has visited the project site with Village of Franklin Park and agreed to the following scope of work. We are pleased to present the following scope of work for your review.

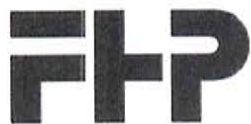
Scope of Work

- Remove and dispose of (3) three cabinets above stove and cut soffit back to accept new range hood.
- Furnish and install (2) two new 24"x24" access panels as required.
- Install all new wood blocking to support vent hood.
- Demolish and salvage of existing hood power as required.
- Reuse existing hood circuit to connect to hood control box, extending conduit and circuits as needed.
- Furnish and install all new branch conduit from electric panel to serve new rooftop exhaust fan.
- Furnish and install all conduit and power from panel in ceiling to hood location.
- Furnish and install (1) one new Accurex 4' x 4' kitchen hood.
 - 430 stainless steel.
 - Remote fire suppression.
- Furnish and install (1) one new 800 cfm roof mounted exhaust fan with pitched roof curb.
- Furnish and install new gas valve as required.
- Furnish and install all welded black iron grease duct from hood to curb.
- Furnish and install all two-layered fire wrap on grease duct work.
- Remove and dispose of shingles at locations of new exhaust vent equipment.
- Furnish and install all new flashings and shingles after fan install to match existing roof as required.
- Clean and prepare existing kitchen and hallway ceiling and soffit for paint.
- Prime and paint ceiling and soffit as required.

The budgeted cost to furnish and install the above referenced work is **Sixty-Eight Thousand, Seven Hundred Fifty Dollars, \$68,750.00**

Clarifications

- This proposal includes using the Elmwood Park Cooperative Agreement and includes the associated fees.
- This proposal *excludes* engineering.
- This proposal *excludes* testing and balancing.
- This proposal *excludes* permit fees.



- This proposal *excludes* the removal and disposal of any hazardous material.
- This proposal *excludes* any unforeseen conditions that may arise.
- This proposal *excludes* any overtime or premium time, proposal is based on normal work hours.
- This proposal *excludes* any payment and performance bonds.
- This proposal *excludes* any winter conditions.
- This proposal *excludes* sales tax.
- This proposal *excludes* any site restoration.
- This proposal *excludes* any repair, replacement, or re-location of piping underground.
- This proposal *excludes* any furniture movement.
- This proposal includes only the following items described in the above scope.

Please review this information at your earliest possible convenience and advise us as to how you wish to proceed. All required documents will be submitted at your request. If you have any questions or concerns, please do not hesitate to call.

Respectfully,

Dave G. Hunt Jr.

Dave Hunt
Senior Project Manager

Cc: File



ELECTRICAL SYSTEMS, INC.

March 8, 2024

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

RE: Bid Proposal
SUBJECT: Electrical Installation Work
PROJECT: King Street Main Breaker Replacement
OWNER: Village of Franklin Park
ESI EST. NO.: 24-035

Dear Mr. Weber:

Electrical Systems, Inc. is pleased to submit our price in the amount of *SIXTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$16,750.00)* for the electrical installation work on the referenced project, as further described below.

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. ComEd excess utility charges.
5. Repairs or replacement of any items not specifically indicated under inclusions.
6. Multiple mobilizations.
7. Furnishing temporary power during breaker replacement.
8. Electrical studies. ESI to re-use existing breaker settings.
9. Costs associated with running existing generator (i.e., fuel).

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. Furnish and install a refurbished/reconditioned 1200amp breaker frame with 800amp trip plug. Breaker will include the required trip plug.
4. Existing incoming cables will be reused and reterminated on refurbished breaker.
5. Reworking existing bus for the refurbished breaker. If the refurbished breaker is not compatible with existing bus, ESI will cable the breaker to the horizontal bus.
6. Coordinate outage on incoming feeders with ComEd. The outage will be approximately 8 hours. This outage will create a complete loss of power to the station. (If required the Village can run the generator to supply power to that portion of the facility).
7. Testing of breaker and shunt trip for proper operation.

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

DC/km

cc: R. Bergeron, Sr., ESI, R. Bergeron, Jr., ESI, B. Bergeron, ESI, P. Cajigas, VOFP, J. Thomas, VOFP, E. Salkic, VOFP

Z:\PROPOSALS\2024 PROPOSALS\24-035 VOFP - King St. Main Breaker Replacement\24-035 Proposal Letter VOFP King St. Main Breaker Replacment.docx



Saint Gertrude Parish

9613 Schiller Boulevard
Franklin Park, IL 60131

Web: www.gertrudeonline.com
email: stgerts@yahoo.com

6 March 2024

Village of Franklin Park

Honorable Mayor and Board of Trustees
9500 W. Belmont Ave
Franklin Park, IL 60131

This year we would like to request a permit from the Village of Franklin Park to process on the Streets. Our mission is **PALM SUNDAY PROCESSION** on Sunday, March 24, 2024 from 8:10am to 8:50am. It will start at 2911 Emerson St, ending at 9613 Schiller Blvd. (Map attached)

This will be a group of people processing, carrying the palms and singing. We also request Police Escort during the Procession.

As part of the Franklin Park Community, we are grateful for your assistance and the support provided with the presence of the Franklin Park Police.


Sincerely yours,

Rev. Eryk Czarnecki

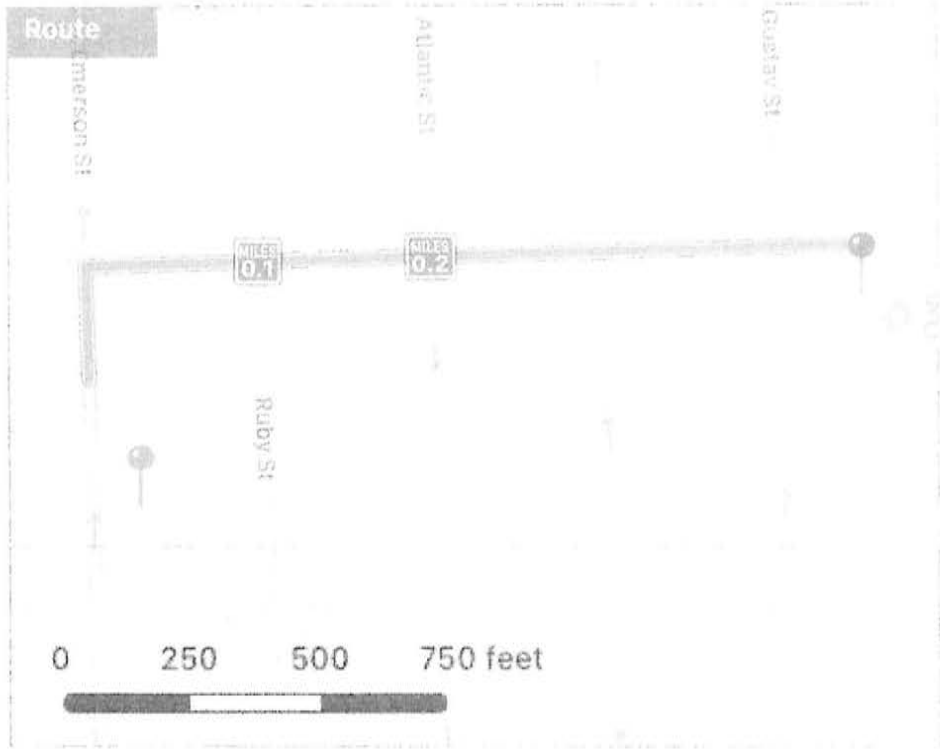
OFFICE HOURS: Monday, Tuesday, & Thursday, 1:00pm – 8:00pm. Wednesday & Friday, 9:00am – 1:00pm
Saturday & Sunday, **CLOSED.**

Phone: Rectory, 847-455-1100

Religious Ed, 847-455-5810

 **9613 Schiller Blvd**

0.4 miles, 8 min



THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE
UNDERPASS RESTAURANT AND LOUNGE AND THE VILLAGE OF FRANKLIN
PARK, COOK COUNTY, ILLINOIS (FRANKLIN PARK FEST BEER GARDEN
VENDOR AGREEMENT)**

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 2324-G- __

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE UNDERPASS RESTAURANT AND LOUNGE AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (FRANKLIN PARK FEST BEER GARDEN VENDOR AGREEMENT)

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 Underpass Restaurant & Lounge, Inc., (the “*Vendor*”), located at 9400 W. Grand Avenue, Franklin Park, Illinois, agrees to serve as a Vendor for the Beer Garden at the 2024 Franklin Park Fest; and

WHEREAS, Vendor and the Village desire to enter into an agreement pursuant to which Vendor will provide such services to the Village.

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 Agreement by and between the Village of Franklin Park, Cook County, Illinois and The Underpass Restaurant & Lounge, Inc. (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village

President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. That the Local Liquor Control Commissioner is hereby authorized and directed to issue a Class G or Class G-1 liquor license to the Vendor, as provided in the Agreement.

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 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 March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement



9500 W Belmont Avenue
Franklin Park, Illinois 60131

T 847.671.8236
F 847.671.8309
mayor@vojp.com

www.vofp.com

FRANKLIN PARK FEST 2024 BEER GARDEN VENDOR AGREEMENT

THIS AGREEMENT is made as of the 18th day of March 2024 (the “*Effective Date*”), by and between the Village of Franklin Park, an Illinois municipal corporation (the “*Village*”), and The Underpass Restaurant & Lounge, Inc. (the “*Vendor*”). The Village and the Vendor shall herein be collectively referred to as the “*Parties*.”

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby contract, promise, and agree, as follows:

1. Beer Garden Vendor. The Vendor agrees to serve as a vendor for the Beer Garden (the “*Beer Garden*”) at the Franklin Park Fest (the “*Fest*”), as herein provided.

2. Alcohol Sales. The Vendor shall only sell alcoholic liquor products approved by the Village and as provided by Town & Country Distributing, Chicago Beverage Distributor and/or such other authorized Village distributor (collectively the “*Distributor*”) in the Beer Garden location designated by the Village. No food or snacks are to be sold. Products and pricing are identified on Exhibit A, a copy of which is attached hereto and made a part hereof. Products and pricing are subject to change, as determined by the Village. The Village shall pay for the cost of the products.

The Village shall sell tickets for alcoholic liquor purchases. The Vendor shall not sell any alcoholic liquor without first collecting the appropriate number of tickets from the purchaser. The Vendor shall not accept any other type of payment method for any purchase. The Vendor shall turn in tickets collected to the Village’s designee by 11:00 P.M. each night and on Sunday by 4:30 P.M.

All purchasers shall be twenty-one (21) years of age or older. The Vendor shall not sell any alcoholic liquor to a purchaser that does not possess a Village approved and provided designator (wrist band or stamp) to purchase alcoholic liquor products.

3. Hours of Operation. The Vendor shall sell alcoholic liquor during the following days and times: Thursday, June 6, 2024, 6:00 P.M. – 10:30 P.M.; Friday, June 7, 2024, 6:00 P.M. – 10:30 P.M.; Saturday, June 8, 2024, 12:00 P.M. – 10:30 P.M. and Sunday, June 9, 2024, 1:00 P.M. – 4:00 P.M. The Vendor shall provide a sufficient number of employees to adequately staff the Beer Garden.

4. Employees. All Vendor employees in the Beer Garden shall hold valid BASSET certificates of completion from a state certified BASSET program and be clean, decently dressed, polite, and sober at all times. All employees must be twenty-one (21) years of age or older.

5. Vendor Requirements.

A. The Vendor shall obtain all licenses to perform its obligations under this Agreement including a valid Village Class G or Class G-1 liquor license, which fee shall be waived, and appropriate liquor license from the State of Illinois and shall submit copies of same to the Village.

B. The Vendor shall obtain liquor liability insurance insuring the Vendor, the location of the Beer Garden, and the Vendor’s obligations under this Agreement with a limit in the minimum amount of

\$1,000,000.00 per occurrence and naming the Village of Franklin Park as an additional insured party. The Vendor shall furnish the Village that such insurance is in full force and effect during the Fest.

C. The Vendor agrees to indemnify and hold harmless the Village and the Village's officials, officers, employees, volunteers, representatives, attorneys and consultants, in both their official and individual capacities (collectively, the "*Indemnified Parties*") from and against any and all liabilities, including costs and attorney's fees, claims, judgments, expenses, losses, suits, damages, demands, and causes of action arising out of, caused by, connected with, or resulting from all acts or omissions of the Vendor, its officers, employees, volunteers, invitees, agents, consultants or any person or entity acting under Vendor's direction, supervision or authority to the fullest extent authorized by law.

D. The Vendor covenants and agrees that no recourse under this Agreement or any claim shall be had individually against the Indemnified Parties, and no liability, right, or claim at law or in equity shall be incurred by the Indemnified Parties. The Vendor expressly understands and agrees that any insurance required under this Agreement by the Vendor, or otherwise provided by the Vendor, shall in no way limit the Vendor's responsibility to indemnify, defend, and hold harmless the Indemnified Parties.

E. All rights, obligations, covenants, promises, and indemnifications herein shall survive the Term of this Agreement and shall remain in full force and effect.

6. **Compensation.** The Vendor shall receive a payment of \$3,000.00 or 30% of the total net sales after Village expenses (payment of alcoholic liquor provided by Distributor and product cost incurred by Vendor, if applicable), whichever is higher, at the end of the Fest. The Vendor understands and agrees that any failure to comply with this Agreement shall result in the forfeiture of any compensation.

7. **Term.** The Term of this Agreement shall commence on the Effective Date and terminate at 11:59 P.M. on December 31, 2024.

8. **Waiver.** A waiver of any covenant or condition by either Party shall not be construed as a waiver of any subsequent breach.

9. **Construction.** Nothing contained herein nor any acts of the Parties shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of a joint venture between the Parties.

10. **Successors.** All rights and liabilities herein given to or imposed upon the Parties shall extend to and bind the successors of the Parties.

11. **Applicable Laws, Severability, and Enforcement of Provisions.** The Vendor shall comply with all applicable laws, ordinances, rules, and regulations of the Village, state and federal government, or agency thereof, that may affect the performance of this Agreement. If any provision of this Agreement is determined by a court not to be enforceable, the Parties agree that it is their intention that such provision should be enforceable to the maximum extent possible under applicable law. If any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision shall be deemed not to be part of this Agreement and shall not invalidate any other provision or this Agreement. This Agreement shall be governed in accordance with the laws of the State of Illinois. Jurisdiction shall be of those courts located within the County of Cook.

12. Representations and Warranties. The Parties represent and warrant that no representation, statement, meaning, or promise, either oral or written, of any kind, by the other Party, not contained in this Agreement, served in any way to induce them into this Agreement or has in any way been relied upon by them. The Parties represent and warrant that no statement, representation, promise, or provision requested has been excluded in this Agreement, and if so omitted, that it hereby relinquishes the benefit of any such omission.

13. Assignment, Interpretation and Amendment. This Agreement shall not be assigned. Any purported assignment in violation hereof shall be null and void. All headings are for convenience only and do not modify, define, or limit any provision. Any amendment to this Agreement must be in writing and approved by the Parties.

14. Authority to Act and Counterparts. The persons signing this Agreement warrant that they are duly authorized to execute this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Village and the Vendor have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

VILLAGE:

By: _____
Village President, Village of Franklin Park

Attest:

By: _____
Village Clerk, Village of Franklin Park

VENDOR:

By: _____
David B. Guerin, President
The Underpass Restaurant & Lounge, Inc.

Exhibit A

<u>Product</u>	<u>Pricing per Unit</u>
Miller Lite Beer	\$ 6.00
Summer Shandy Beer	\$ 6.00
Red and White Wine	\$ 8.00
White Claw	\$ 8.00

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G-__

**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN LAS ISLAS
VIP AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(FRANKLIN PARK FEST BEER GARDEN VENDOR AGREEMENT)**

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 2324-G- __

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN LAS ISLAS
VIP AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(FRANKLIN PARK FEST BEER GARDEN VENDOR AGREEMENT)

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, Las Islas VIP LLC, an Illinois limited liability corporation (the “*Vendor*”), located at 3560 N. River Road, Franklin Park, Illinois, agrees to serve as a Vendor for the Beer Garden at the 2024 Franklin Park Fest; and

WHEREAS, Vendor and the Village desire to enter into an agreement pursuant to which Vendor will provide such services to the Village.

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 Agreement by and between the Village of Franklin Park, Cook County, Illinois and Las Islas VIP LLC, an Illinois limited liability corporation (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all

changes or revisions therein contained.

Section 3. That the Local Liquor Control Commissioner is hereby authorized and directed to issue a Class G or Class G-1 liquor license to the Vendor, as provided in the Agreement.

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 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 March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement



9500 W Belmont Avenue
Franklin Park, Illinois 60131

T 847.671.8236
F 847.671.8309
mayor@voftp.com

www.voftp.com

FRANKLIN PARK FEST 2024 BEER GARDEN VENDOR AGREEMENT

THIS AGREEMENT is made as of the 18th day of March 2024 (the “*Effective Date*”), by and between the Village of Franklin Park, an Illinois municipal corporation (the “*Village*”), and Las Islas VIP LLC, an Illinois limited liability corporation (the “*Vendor*”). The Village and the Vendor shall herein be collectively referred to as the “*Parties*.”

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby contract, promise, and agree, as follows:

1. Beer Garden Vendor. The Vendor agrees to serve as a vendor for the Beer Garden (the “*Beer Garden*”) at the Franklin Park Fest (the “*Fest*”), as herein provided.

2. Alcohol Sales. The Vendor shall only sell alcoholic liquor products approved by the Village and as provided by Town & Country Distributing, Chicago Beverage Distributor and/or such other authorized Village distributor (collectively the “*Distributor*”) in the Beer Garden location designated by the Village. No food or snacks are to be sold. Products and pricing are identified on Exhibit A, a copy of which is attached hereto and made a part hereof. Products and pricing are subject to change, as determined by the Village. The Village shall pay for the cost of the products.

The Village shall sell tickets for alcoholic liquor purchases. The Vendor shall not sell any alcoholic liquor without first collecting the appropriate number of tickets from the purchaser. The Vendor shall not accept any other type of payment method for any purchase. The Vendor shall turn in tickets collected to the Village’s designee by 11:00 P.M. each night and on Sunday by 4:30 P.M.

All purchasers shall be twenty-one (21) years of age or older. The Vendor shall not sell any alcoholic liquor to a purchaser that does not possess a Village approved and provided designator (wrist band or stamp) to purchase alcoholic liquor products.

3. Hours of Operation. The Vendor shall sell alcoholic liquor during the following days and times: Thursday, June 6, 2024, 6:00 P.M. – 10:30 P.M.; Friday, June 7, 2024, 6:00 P.M. – 10:30 P.M.; Saturday, June 8, 2024, 12:00 P.M. – 10:30 P.M. and Sunday, June 9, 2024, 1:00 P.M. – 4:00 P.M. The Vendor shall provide a sufficient number of employees to adequately staff the Beer Garden.

4. Employees. All Vendor employees in the Beer Garden shall hold valid BASSET certificates of completion from a state certified BASSET program and be clean, decently dressed, polite, and sober at all times. All employees must be twenty-one (21) years of age or older.

5. Vendor Requirements.

A. The Vendor shall obtain all licenses to perform its obligations under this Agreement including a valid Village Class G or Class G-1 liquor license, which fee shall be waived, and appropriate liquor license from the State of Illinois and shall submit copies of same to the Village.

B. The Vendor shall obtain liquor liability insurance insuring the Vendor, the location of the Beer Garden, and the Vendor’s obligations under this Agreement with a limit in the minimum amount of

\$1,000,000.00 per occurrence and naming the Village of Franklin Park as an additional insured party. The Vendor shall furnish the Village that such insurance is in full force and effect during the Fest.

C. The Vendor agrees to indemnify and hold harmless the Village and the Village's officials, officers, employees, volunteers, representatives, attorneys and consultants, in both their official and individual capacities (collectively, the "*Indemnified Parties*") from and against any and all liabilities, including costs and attorney's fees, claims, judgments, expenses, losses, suits, damages, demands, and causes of action arising out of, caused by, connected with, or resulting from all acts or omissions of the Vendor, its officers, employees, volunteers, invitees, agents, consultants or any person or entity acting under Vendor's direction, supervision or authority to the fullest extent authorized by law.

D. The Vendor covenants and agrees that no recourse under this Agreement or any claim shall be had individually against the Indemnified Parties, and no liability, right, or claim at law or in equity shall be incurred by the Indemnified Parties. The Vendor expressly understands and agrees that any insurance required under this Agreement by the Vendor, or otherwise provided by the Vendor, shall in no way limit the Vendor's responsibility to indemnify, defend, and hold harmless the Indemnified Parties.

E. All rights, obligations, covenants, promises, and indemnifications herein shall survive the Term of this Agreement and shall remain in full force and effect.

6. Compensation. The Vendor shall receive a payment of \$3,000.00 or 30% of the total net sales after Village expenses (payment of alcoholic liquor provided by Distributor and product cost incurred by Vendor, if applicable), whichever is higher, at the end of the Fest. The Vendor understands and agrees that any failure to comply with this Agreement shall result in the forfeiture of any compensation.

7. Term. The Term of this Agreement shall commence on the Effective Date and terminate at 11:59 P.M. on December 31, 2024.

8. Waiver. A waiver of any covenant or condition by either Party shall not be construed as a waiver of any subsequent breach.

9. Construction. Nothing contained herein nor any acts of the Parties shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of a joint venture between the Parties.

10. Successors. All rights and liabilities herein given to or imposed upon the Parties shall extend to and bind the successors of the Parties.

11. Applicable Laws, Severability, and Enforcement of Provisions. The Vendor shall comply with all applicable laws, ordinances, rules, and regulations of the Village, state and federal government, or agency thereof, that may affect the performance of this Agreement. If any provision of this Agreement is determined by a court not to be enforceable, the Parties agree that it is their intention that such provision should be enforceable to the maximum extent possible under applicable law. If any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision shall be deemed not to be part of this Agreement and shall not invalidate any other provision or this Agreement. This Agreement shall be governed in accordance with the laws of the State of Illinois. Jurisdiction shall be of those courts located within the County of Cook.

12. Representations and Warranties. The Parties represent and warrant that no representation, statement, meaning, or promise, either oral or written, of any kind, by the other Party, not contained in this Agreement, served in any way to induce them into this Agreement or has in any way been relied upon by them. The Parties represent and warrant that no statement, representation, promise, or provision requested has been excluded in this Agreement, and if so omitted, that it hereby relinquishes the benefit of any such omission.

13. Assignment, Interpretation and Amendment. This Agreement shall not be assigned. Any purported assignment in violation hereof shall be null and void. All headings are for convenience only and do not modify, define, or limit any provision. Any amendment to this Agreement must be in writing and approved by the Parties.

14. Authority to Act and Counterparts. The persons signing this Agreement warrant that they are duly authorized to execute this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Village and the Vendor have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

VILLAGE:

By: _____
Village President, Village of Franklin Park

Attest:

By: _____
Village Clerk, Village of Franklin Park

VENDOR:

By: _____
Ricardo E. Correa, Manager
Las Islas VIP LLC

Exhibit A

<u>Product</u>	<u>Pricing per Unit</u>
Modelo Beer	\$ 8.00
Corona Beer	\$ 8.00
Michelada	\$ 10.00*

*Vendor to supply non-alcoholic ingredients for Michelada and upon submission of appropriate documentation will be reimbursed by Village.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS APPROVING A RAILCAM LEASE AGREEMENT
BY AND BETWEEN THE VILLAGE AND RAILSTREAM, LLC**

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 2324-G- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS APPROVING A RAILCAM LEASE AGREEMENT BY AND BETWEEN THE VILLAGE AND RAILSTREAM, LLC

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 certain real estate commonly known as 9720 Franklin Avenue, Franklin Park, Illinois 60131, with PIN Nos. 12-21-427-032-0000 and 12-21-427-033-0000 (the “*Property*”); and

WHEREAS, a tower commonly known as the B-12 Tower (the “*B-12 Tower*”) is located on the Property; and

WHEREAS, Railstream, LLC, a Michigan limited liability company (the “*Railstream*”), currently leases from the Village portions of the exterior and interior of the B-12 Tower and a Village-owned light pole located on the Property and adjacent to the B-12 Tower (the “*Premises*”); and

WHEREAS, Railstream’s current lease agreement with the Village expires on April 30, 2024; and

WHEREAS, Railstream desires to enter into a new lease agreement with the Village to continue maintaining and operating certain equipment on the Premises for use in Railstream’s internet livestreaming business; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the

“*Corporate Authorities*”) have determined that it is in the best interest of the health, safety, and welfare of the residents of the Village to enter into a new lease agreement with Railstream for the continued lease of the Premises.

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 Railcam Lease Agreement by and between the Village of Franklin Park, an Illinois municipal corporation, and Railstream, LLC, a Michigan limited liability company (the “*Lease*”), a copy of which is attached hereto and made a part hereof as Exhibit A, for a term commencing May 1, 2024 through April 30, 2025, with such additional three one-year term options as therein described, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Lease and any and all other documents necessary to implement the provisions, terms, and conditions thereof, as therein described.

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

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 March 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 March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Lease

RAILCAM LEASE AGREEMENT

THIS AGREEMENT made as of the ____ day of _____ 2024, by and between the Village of Franklin Park, an Illinois municipal corporation (the "*Lessor*"), and Railstream, LLC, a Michigan limited liability company, 3800 Syckelmoore Street, Trenton, Michigan 48183 (the "*Lessee*").

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

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

WHEREAS, the Lessor is the titleholder of certain real property commonly known as 9720 Franklin Avenue, Franklin Park, Illinois 60131, with PIN Nos. 12-21-427-032-0000 and 12-21-427-033-0000, and the improvements thereon (collectively, the "*Property*").

WHEREAS, a tower commonly known as the B-12 Tower (the "*B-12 Tower*") is located on the Property.

WHEREAS, Lessee operates multiple full-motion cameras throughout the United States of America in-order to allow its customers to view livestreams of trains on its railfanning website.

WHEREAS, Lessee desires to lease portions of the exterior and interior of the B-12 Tower and a Lessor-owned light pole located on the Property and adjacent to the B-12 Tower in-order to install, maintain, and operate video camera equipment, a microphone, radio equipment, computer equipment, internet services, and lighting equipment for use in its internet livestreaming business (the "*Leased Premises*").

WHEREAS, Lessor has agreed to lease the Leased Premises to Lessee and Lessee has agreed to lease the Leased Premises from Lessor, pursuant to the terms and conditions set forth hereafter.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor does hereby contract, promise and agree with the Lessee and the Lessee does likewise contract, promise and agree with the Lessor, as follows:

1. **Lease.** Lessor leases to Lessee and Lessee rents from Lessor the Leased Premises. Prior to the date of commencement of this Railcam Lease Agreement (the "*Lease*"), Lessee has inspected the Leased Premises and agrees to accept the Leased Premises in its current "as is" condition with all encumbrances and easements of record thereon.

2. **Term.** The initial Term of this Lease shall commence on May 1, 2024 (the "*Commencement Date*"). The Term of this Lease shall be for one (1) year from the Commencement Date and terminate on April 30, 2025 (the "*Term*"). Lessee shall have an option to extend the Term of this Lease for three (3) additional one (1) year periods thereafter, on the same terms and conditions applicable for the initial Term of this Lease. Each option shall be exercised by Lessee by serving written notice on Lessor no more than three (3) months prior to the termination date of this Lease but no less than ten (10) days from termination of this Lease.

3. **Donation.** Lessee shall make an annual nonrefundable donation to the Village of Franklin Park's Franklin Park Fest in the amount of One Thousand One Hundred Dollars and no/100 (\$1,100.00) for lease of the Leased Premises regardless of use by Lessee during the Term of this Lease. The donation shall be made to Lessor by the Commencement Date. Upon the exercise of each optional term, subsequent nonrefundable annual donations in the following amounts shall be made to Lessor by April 20 of each respective year. For the first optional term, the donation amount shall be One Thousand Two Hundred Dollars and no/100 (\$1,200.00). For the second optional term, the donation amount shall be One Thousand Three Hundred Dollars and no/100 (\$1,300.00). For the third optional term, the donation amount shall be One Thousand Four Hundred Dollars and no/100 (\$1,400.00).

4. **Use of Leased Premises.** Lessee represents that the Leased Premises will be used solely for the purpose of installing, maintaining, operating, and removing two (2) exterior signal mast mounted cameras, a microphone, radio equipment, a computer, an internet electrical connection, and lighting equipment (collectively, the "*Equipment*") for use in its internet livestreaming business. The Equipment shall be located and installed on the Leased Premises in locations to be approved beforehand by Lessor, and shall be installed, maintained, operated, and removed at Lessee's sole expense. Title to all of Lessee's Equipment shall be held by Lessee throughout the Term of this Lease. All Equipment shall remain Lessee's personal property and shall be the sole responsibility of Lessee.

Lessee may use the Leased Premises for such purposes herein described and no other and as allowed by applicable local and state laws and regulations. Lessee shall not use the Leased Premises in any manner which is in violation of any present or future laws or regulations, as from time to time established or amended. In its use of the Leased Premises and Equipment, Lessee shall not interfere with Lessor's operations at the Property and the B-12 Tower; with the operations of other occupants of the Property and the B-12 Tower; with any other electrical, internet or transmission facilities at the Property and the B-12 Tower; or with the public's use and enjoyment of the Property and the B-12 Tower. In the event of such interference, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference exists and Lessee does not correct or commence to correct such interference within seven (7) days of receiving notice of said interference, either orally or in writing, Lessee shall discontinue operating the Equipment at the Leased Premises and shall remove any Equipment causing such interference upon Lessor's written demand, unless and until the Equipment can be operated without interference.

5. **Access.** Lessor grants Lessee a nonexclusive right for ingress and egress on the Property and upon the B-12 Tower during normal business hours for the sole purpose of installing,

maintaining, operating, and removing the Equipment. Lessee and all of its employees, contractors, agents, and vendors shall contact Lessor and obtain Lessor's permission to enter the Property and the B-12 Tower prior to any entry to said premises.

6. **Utilities.** Lessor shall provide Lessee with electricity at the Leased Premises. Lessor shall further provide Lessee with access to cable lines at the B-12 Tower. Lessee shall pay for all telephone service, internet service, all other such utilities or services used, consumed or procured by Lessee, if applicable, on the Leased Premises.

7. **Maintenance and Repair.** Lessee shall be responsible for all maintenance and upkeep required to be made to the Equipment. All installation, maintenance, and removal work shall be performed in a manner that will not interfere with Lessor's operations on the Property and the B-12 Tower; with the operations of other occupants of the Property and the B-12 Tower; with any other electrical, internet or transmission facilities at the Property and the B-12 Tower; and with the public's use and enjoyment of the Property and the B-12 Tower, and shall be performed in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws, ordinances, regulations and codes. Lessee shall maintain the Leased Premises and the Equipment in good repair and condition and in compliance with all applicable federal, state, and local laws, ordinances, regulations and building codes throughout the Term of this Lease and any extension. Lessee shall use reasonable care and diligence to keep and maintain the Leased Premises free from waste and shall deliver the same to Lessor at the termination of this Lease in the condition that the Leased Premises was in on the Commencement Date, reasonable wear and tear and damage by the elements excepted. Any damage occurring to the Property that was caused by Lessee or Lessee's employees, agents, vendors, or contractors shall be promptly repaired by Lessee at Lessee's sole expense.

8. **Alterations and Improvements.** Lessee shall not be entitled to undertake improvements on the Leased Premises during the Term of this Lease without written permission of Lessor, subject to applicable terms and provisions contained in this Lease and all applicable local, state and federal laws, rules and regulations, as from time to time established and amended.

Except as may otherwise be provided for herein, improvements of any kind constructed or placed by Lessee on the Leased Premises, and all improvements made thereto, shall be the property of Lessor upon the termination of the Lease. Lessee shall not be entitled to construct any permanent or temporary structure whatsoever on the Leased Premises, other than the Equipment expressly authorized herein, and Lessor has the right to demand that any such structure be removed by Lessee, at any time, for any reason, at Lessee's sole expense. Failure by Lessor to consent or object to the construction or installment of any permanent or temporary structure by the Lessee shall not violate any term or condition within the Lease.

Lessee shall keep the Leased Premises and the Property and all improvements located thereon free and clear of any and all construction, mechanics', materialmen's and other liens for or arising out of or in connection with work or labor done, services performed or materials used or furnished for or in connection with any work or construction by, for, or permitted by Lessee on the Leased Premises. Lessee shall at all times promptly and fully pay or contest any and all such claims on which any such liens may be based, and Lessee shall also indemnify Lessor, the Leased

Premises, and the Property against all such liens and suits or other proceedings relating thereto. Lessee shall have the right to contest in good faith the correctness or validity of any of the aforementioned liens, so long as Lessor's interest in the Leased Premises, the Property, and this Lease is not jeopardized. Lessor may require Lessee to furnish a surety bond by a corporation authorized to issue such bonds in the state in which the Leased Premises are located, in an amount equal to one and one-half (1½) times the amount of the claim or lien, which bond shall provide for the payment of any sum or sums that the claimant or claimants may recover on the claim (together with costs of suit, if it recovers in the action).

9. **Additional Lessee Obligations.** As additional consideration for Lessor allowing Lessee to use the Leased Premises for the uses set forth in this Lease, Lessee agrees to provide the Lessor with archived train notification data and video as requested by Lessor, if available to Lessee; to provide Lessor's staff with continuous access to Lessee's livestream railcam video at no cost to Lessor; and to place a Lessor-provided advertisement for Franklin Park Fest on Lessee's website, Facebook page, and YouTube channel prior to the commencement of Franklin Park Fest.

10. **Remedies.** In the event of termination for default, the Lessor shall be entitled to all available remedies at law or in equity. No remedy under the terms of this Lease is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies existing, now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon and event of default shall impair any such right or power, nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised by the Lessor from time to time as often as may be deemed expedient.

11. **Insurance.** Lessee shall be responsible, for obtaining, at Lessee's sole expense, extended coverage hazards for any improvements, equipment, vehicles or materials that are installed, stored or utilized by Lessee on the Leased Premises. Failure of Lessee to ensure said shall not hold Lessor responsible and Lessee agrees to fully indemnify Lessor against any and all claims arising against such failure by Lessee.

Lessee's Obligation to Carry General Liability for bodily injury and property damage. Lessee shall, during the entire Term hereof, keep in full force and effect a policy of general liability for bodily injury and property damage with respect to the Leased Premises and naming Lessor as an additional named insured, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), single limit per occurrence coverage. Lessee shall furnish Lessor with a certificate or certificates of insurance or other acceptable evidence that such insurance is in force at all times during the tenancy of this Lease.

Lessee's Obligation to Carry Workers' Compensation Insurance. In the event that Lessee hires an employee(s), Lessee shall obtain and, during the entire Term hereof, keep in full force and effect a policy of worker's compensation liability with respect to the Leased Premises and naming Lessor as an additional named insured, and in which the limits of liability shall not be less than Five Hundred Thousand Dollars (\$500,000.00), single limit per occurrence coverage. To the extent permissible by law, the Lessee waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any

employee or representative of the Lessee that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

The Lessor will not allow the Lessee to enter the Leased Premises until all insurance is purchased and evidence of such is received and approved by the Lessor. The insurance policies shall provide for the Lessor to receive no less than thirty (30) days written notice in the event of cancellation of any policy providing the required coverage. Failure by the Lessee, at any point in time during the Term of this Lease, to maintain said insurance coverage will be unconditional grounds for the Lessor to immediately terminate the Lease and require the immediate relinquishment of the Leased Premises and any and all improvements thereon and the immediate removal of all Equipment therefrom.

Lessee agrees that Lessee's Equipment is maintained and insured at Lessee's sole risk. Lessee shall maintain property insurance coverage on a broad form basis insuring against all risks of direct physical loss on all of Lessee's personal property located in and on the Leased Premises. Lessor shall not be responsible for any damages to Lessee's Equipment or other personal property on the Leased Premises.

12. **Covenants to Indemnify and Hold Harmless.** Lessee shall hold Lessor harmless and forever indemnify Lessor from any and all liability, claims, judgments, expenses, losses, suits or damages which may arise directly or indirectly to any person in or any property on the Leased Premises and the Property, on account of any intentional or negligent act, tort or contractual matter of Lessee or its employees, agents, guest or invitees. All property of Lessee or any of Lessee's employees, agents, guest or invitees kept, stored or maintained in or on the Leased Premises shall be so kept, stored or maintained at the risk of the Lessee only.

Lessee shall indemnify, defend and hold harmless the Lessor, its elected and appointed officers, its board, commissions, and committee, the members of those boards, commissions, and committees, its departments, its employees, its representatives, its agents, its attorneys and the successors, administrators, executors, heirs, beneficiaries, legatees and assigns of any of these entities and/or individuals, in both their official and individual capacities (collectively, the "*Indemnified Parties*") against any and all claims, causes of action and lawsuits of every kind and nature, claims, settlements, injuries, deaths, losses, judgments, cost and expenses, damages and/or other liability pertaining directly or indirectly to any act, service, contract and/or work performed on the Leased Premises and the Property and/or any breach of this Lease.

Any and all of the claims, lawsuits, judgments, settlements, injuries, damages or other liability described above shall require Lessee to be solely responsible for all reasonable fees and expenses of such attorney for representation. If Lessee fails to engage legal counsel to so represent the Indemnified Parties, the Indemnified Parties may select and engage legal counsel to do so and all reasonable fees and expenses of such counsel shall be borne by Lessee. If any judgment shall be rendered against the Indemnified Parties in any such action arising out of or related to the terms or conditions of this Lease, Lessee shall, at its own expense, satisfy and discharge the same.

Lessee hereby covenants and agrees that no recourse under or upon any obligation or term or condition of the Lease contained herein or for any claim based thereon shall be had individually

against the Indemnified Parties, in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Indemnified Parties, such right hereby being expressly waived and released as a condition of and as consideration for the execution of this Lease by the Lessor.

Lessee further expressly understands and agrees that any insurance required under this Lease by Lessee, or otherwise provided by Lessee, shall in no way limit the responsibility to indemnify, defend and hold harmless the Indemnified Parties as herein provided.

13. **Development or Repair of Leased Premises.** If the Leased Premises, or any portion thereof is to be sold, developed, repaired or required for any public use determined by the Lessor, in Lessor's sole and absolute discretion, the Lessor shall notify the Lessee to vacate the property ten (10) days after written notice. Upon the expiration of said ten (10) day period, this Lease shall be automatically terminated for the Leased Premises and any and all obligations contained herein.

Lessee expressly agrees and understands that Lessor or of its any representatives, employees, agents, officers, contractors or subcontractors authorized by the Lessor, may require access to the Leased Premises on a twenty-four (24) hours a day, seven (7) days per week basis, in order to repair, construct or maintain the Leased Premises or any portion thereof and such access shall not be interfered with or withheld. Any damage or alteration to Lessee's improvements, Equipment, or properties by Lessor for such construction or repair will not be reimbursed by Lessor, and any such effort to repair said shall not obligate Lessor to repair the Leased Premises to its prior condition.

14. **Bankruptcy.** Neither this Lease nor any interest herein, nor any estate hereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors of Lessee, or otherwise by operation of law, so as to jeopardize Lessor's interest herein.

15. **Mortgage of Lessee's Interest.** Lessee shall not encumber by mortgage, security interest, deed of trust or other similar instrument, its leasehold interest in the Leased Premises, at anytime whatsoever.

16. **Subletting and Assignment.** Lessee shall not sublet the Leased Premises or assign or transfer this Lease or any interest herein to any party.

17. **Default of Lessee.** If, in the Lessor's judgment, Lessee is in default of this Lease for any of its failure to undertake, perform or safeguard any terms, conditions or covenants of this Lease, or if Lessee shall abandon the Leased Premises, or suffer this Lease to be taken under any writ of execution, then Lessor shall have the immediate right to pursue all rights and remedies it may have under law. The Lessor shall provide Lessee with a written statement indicating any failure on Lessee's part to fulfill its obligations under this Lease. Except as required to protect against further damages, the Lessor may not exercise any remedies against Lessee in connection with such failure until five (5) days after giving written notice. If such default cannot reasonably be cured within such five (5) day period, such five (5) day period shall be extended for an

additional five (5) day period only to allow Lessee to cure such default, if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Lease.

A default not cured as provided above shall constitute a breach of this Lease and the Lessor shall have the right to terminate this Lease. In the event that Lessor elects to terminate this Lease due to a breach of the Lease, Lessor shall provide Lessee with written notice of said termination. Any failure or delay by the Lessor in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach. Any failure or delay by the Lessor in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such subsequent default or breach of any rights or remedies it may have as a result of an initial and subsequent default or breach.

18. **Termination.** In addition to termination for breach of this Lease as set forth in Section 17 above, either party may terminate this Lease by providing the other party with sixty (60) days written notice of its intent to terminate the Lease, via certified mail, return receipt requested.

Unless otherwise stated in this Lease, no later than ten (10) days after the termination of this Lease, by expiration of the Term or otherwise, Lessee shall remove all of its Equipment from the Leased Premises and shall restore the Leased Premises to its condition as of the Commencement Date, reasonable wear and tear and damage by the elements excepted.

19. **Waiver.** One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act of Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

20. **Notices.** All notices, demand and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication; (b) on the second business day following the date of deposit in the United States mail, if such notice or other communication is sent by certified mail with return receipt requested and postage thereon fully prepaid; or, (c) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

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

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

If to Lessee: Railstream, LLC
Attn: Andrea Mercatante
3800 Syckelmoore Street
Trenton, Michigan 48183

or to such other address as the parties may designate in writing.

21. **Construction.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of a joint venture between the parties hereto, it being understood and agreed that not any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

22. **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

23. **Holding Over.** No holding over after the expiration of the Term hereof is allowed, any such hold over, however, shall be construed to be a tenancy from month to month and shall otherwise be on the terms and conditions herein specified, so far as applicable. Lessor shall have the right to pursue all rights and remedies it may have under law to remove Lessee and all of Lessee's property on the Leased Premises after the initial Term of the Lease or any extension thereof with all cost borne by Lessee and with all cost associated with such removal borne by Lessee.

24. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective legal representatives, successors and assigns of the parties.

25. **Subordination.** Lessor reserves the right to subject and subordinate this Lease at any time for any reason and for any instrument now or hereafter placed on the Leased Premises. Lessee shall execute and deliver, upon Lessor's request, such further instrument(s) subordinating this Lease to the lien requested by Lessor.

26. **Signage.** Lessee shall not be entitled to display any sign or signs on the Leased Premises without the written permission of Lessor, at Lessor's sole discretion, and as shall be permitted by the applicable local laws or ordinances.

27. **Environmental Provisions.** Lessor makes no representation or warranty as to any investigation with regard to any noxious, toxic, solid or hazardous waste on the Leased Premises. Lessee expressly undertakes the execution of this Lease with this express knowledge and will not seek or require remediation by Lessor for any such environmental condition.

Lessee shall not use, store, generate or dispose of any hazardous materials on or at the Leased Premises. Hazardous materials include any materials which are regulated by federal, state or local laws which pertain to the protection of human health or the environment (collectively herein referred to as the "*Environmental Laws*"). Any hazardous materials used, stored, generated or disposed of by Lessee at or on the Leased Premises shall be the responsibility of the Lessee and handled in accordance with applicable federal, state or local Environmental Laws.

Lessee shall defend, indemnify and hold harmless Lessor from and against any loss or damage resulting from an environmental condition on the Leased Premises caused by Lessee during the Term of this Lease.

28. **Applicable laws, severability and enforcement of contract provisions.** Lessee shall comply with all applicable laws, ordinances, rules, regulations and executive orders, now existing or hereinafter in effect, by any local, state or federal governmental body, branch or agency thereof, or which may in any manner affect the performance of this Lease. Each and every provision required by law to be inserted in this Lease shall be deemed to be inserted herein and this Lease shall read and be enforced as though it were included therein, and if through mistake or otherwise any such provision is not so inserted or is not correctly inserted, then upon the application of both parties in writing, this Lease shall forthwith be physically amended to make such insertion.

If any provision of this Lease is determined by a court not to be enforceable in the manner set forth in this Lease, the Lessor and Lessee agree and acknowledge that it is the intention of the parties to this Lease that such provision should be enforceable to the maximum extent possible under applicable law and that such court shall reform such provision to make it enforceable in accordance with the intent of the parties. If any provision of this Lease is held to be prohibited by or invalid under applicable law, and such provision is incapable of being reformed as provided in the foregoing sentence, such provision, to the extent of such prohibition or invalidity, shall be deemed not to be part of this Lease, and shall not invalidate the remainder of such provision or the remaining provisions of this Lease.

The Lease shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Lessee hereby irrevocably subjects itself to the original jurisdiction of those courts located within the Village of Franklin Park, County of Cook or State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the award, execution or performance of this Lease. Lessee agrees that service of process by Lessor may be made, at the option of the Lessor, by certified mail addressed to the Lessee, or by personal delivery to the Lessee.

29. **Representations and Warranties.** Lessee expressly represents and warrants that it has carefully examined and analyzed the terms and conditions of this Lease, and such other requirements and covenants, as of the date of execution of this Lease, and from its own investigation, it has satisfied itself as to the nature and condition of this Lease, and all other related matters, which in any way affect this Lease or its performance, and the time available to it for such examination, analysis, inspection and investigation was adequate.

Lessee expressly represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the State of Michigan and that it has the right, power and authority to enter into, execute, deliver and perform this Lease and the execution, delivery and performance by Lessee of this Lease has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation, By-Laws or any applicable provision of law, or constitute a breach of default under or require any consent under any agreement, instrument or document to which Lessee is now a party or by which Lessee is now or may become bound.

Lessee expressly represents and warrants that Lessee has obtained, or shall obtain and maintain during the term of this Lease, all governmental permits, certificates and consents necessary to conduct its business.

Lessee expressly represents and warrants that no other representation, statement, requirement, meaning, or promise, either oral or written, of any kind whatsoever, by the Lessor, its elected or appointed officials, officers, employees, agents, attorneys or consultants not expressly contained in this Lease, served in any way to induce Lessee from entering into this Lease or has in any way been relied upon by Lessee.

Lessee expressly represents and warrants that no statement, representation promise or provision it requested has been excluded in this Lease, and if so omitted, that it hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Lease in its entirety without claiming reliance thereon or making any other claim on account of such omission.

Lessee expressly represents and warrants that no elected official, officer, agent or employee of the Lessor has a financial interest directly or indirectly in this Lease, or in any compensation resulting hereunder.

Lessee expressly represents and warrants that this Lease supersedes any and all prior proposals, agreements or communications made between the parties concerning the subject matter of this Lease, and such prior proposals or communications shall have no legal or binding effect whatsoever on the parties hereto.

30. **Interpretation.** Any headings of this Lease are for convenience of reference only and do not modify, define, or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Lease.

31. **Amendment.** Any provision, term or condition as to performance or as to a specific provision, term or condition set forth in this Lease may be amended only in writing. Any amendment to this Lease shall require approval by the Corporate Authorities of the Village of Franklin Park.

32. **Authority to Execute.** Each signatory on behalf of a party to this Lease warrants and represents that he or she is a duly authorized representative of that party, with full power and authority to agree to this Lease, and all terms herein, on behalf of that party.

33. **Counterparts.** This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

34. **Effective Date.** The Effective Date of this Lease shall be the date first written above. Failure by the Lessee to execute the Lease within thirty (30) days of the date of its adoption by Lessor shall automatically void this Lease and shall result in the immediate termination and cancellation of any obligation of the parties under the Lease in its entirety, with no notice of default required to the Lessee to effectuate this provision.

(Intentionally Left Blank)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement on the day and year first above written.

LESSOR:

By: _____
Village President, Village of Franklin Park

Attest:

Village Clerk, Village of Franklin Park

LESSEE:

By: Michael Wason
President, Railstream, LLC

Attest:

By: Andrea Mercatanti
Its: Railstream - Co founder

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS AUTHORIZING AND APPROVING A TERM SHEET FOR THE
ACQUISITION OF 3548 RIVER ROAD, FRANKLIN PARK, ILLINOIS**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 03/18/24
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS AUTHORIZING AND APPROVING A TERM SHEET FOR THE
ACQUISITION OF 3548 RIVER ROAD, FRANKLIN PARK, ILLINOIS

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

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) have determined it necessary and advisable to acquire the property identified by permanent index number (PIN) 12-22-402-001-0000 and commonly known as 3548 River Road, Franklin Park, Illinois 60131 (the “*Property*”); and

WHEREAS, the Village and Cook County Land Bank Authority (the “*CCLBA*”) intend to enter into a Term Sheet, a copy of which is attached hereto and made a part hereof, as Exhibit A (the “*Term Sheet*”) that sets forth the basic terms and conditions of the conveyance of the Property to the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the health, safety, and welfare of the residents of the Village to acquire the Property for the benefit and use of the residents of the Village; and

WHEREAS, the Corporate Authorities further find that it is in the public interest to enter into the Term Sheet in order to eliminate ongoing nuisances and blighted conditions at the Property.

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 Term Sheet, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved, with such necessary changes as may be authorized by the Village Attorney, with said changes and revisions therein contained being approved by the Corporate Authorities upon the execution and delivery of the Term Sheet by the Village President.

Section 3. The officials, officers, employees, engineers and attorneys of the Village are hereby authorized to undertake actions on the part of the Village as contained in this Ordinance and the Term Sheet to complete satisfaction of the provisions, terms or conditions stated therein and the Director of Community Development and Village Attorney are hereby further authorized to negotiate a Purchase Agreement with the CCLBA for the acquisition of the Property in accordance with the Term Sheet and present same to the Corporate Authorities for final consideration.

Section 4. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 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 March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Term Sheet

FILE NUMBER:

Cook County Land Bank Authority (“CCLBA”) Term Sheet



1. Property: Address: 3548 River Road, Franklin Park, IL 60131

PIN(S): 12-22-402-001-0000

2. Purchaser: Name: Village of Franklin Park
Address: 9500 Belmont Ave., Franklin Park, Il 60131
Phone: (847) 671-4800

3. Purchaser’s Attorney: Name: Montana & Welch, LLC
Contact: P. Joseph Montana
Address: 192 North York Road. Elmhurst, IL 60126
Phone: (630) 501-0624
Email: jmontana@montanawelch.com

4. Purchase Price: \$50,000

5. Proposed Municipal Use for Property: Economic Development

Financing: The Purchaser (check one) () will or () will not obtain financing to purchase the Property. Lender: NA

CCLBA will have the right to terminate this transaction upon any material change in how the purchase of the Property is being financed. Any such change will be permitted only with CCLBA’s express authorization.

6. Property Sold As-Is: Each Property sold by CCLBA is sold on an “as is” basis with no express or implied warranties as to condition.

7. Contract of Purchase and Sale: Upon the execution and delivery of this Term Sheet by both Seller and Purchaser (collectively, “Parties”), Seller will have its attorneys prepare, and send to Purchaser, a Purchase Agreement. Such Purchase Agreement shall be consistent with these terms and shall include other material terms and conditions of the sale yet to be agreed to by the Parties, including, without limitation, representations and warranties mutually acceptable to the Parties. The Purchaser shall have thirty (30) business days from the date the Purchaser receives the Purchase Agreement to return a signed Purchase Agreement to the Seller’s attorneys. Electronic copies are acceptable. Notwithstanding any other provision, if a signed Purchase Agreement is not returned within thirty (30) business days, the terms set forth in this Term Sheet and the Purchase Agreement shall expire.

8. Contingent on Acquisition: CCLBA (check one) () has, () has not, acquired the Property.

If CCLBA has not yet acquired the Property, CCLBA’s obligation to close on the Property is contingent upon CCLBA’s acquisition of the Property prior to NA (“Acquisition Deadline”). If, at any time, CCLBA notifies Purchaser that CCLBA will not be acquiring the Property prior to the Acquisition Deadline, this Term Sheet and the Purchase Agreement shall be null and void. The Acquisition Deadline may only be extended by mutual agreement by the Parties in writing.

9. Closing Location and Period: The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.
10. Transfer Taxes, Prorations and Closing Costs: Purchaser shall pay the costs of any transfer/inspection fees and taxes due for Seller's acquisition and sale of the Property. Notwithstanding any local custom, Purchaser shall record the deed and pay all associated costs. Seller represents that property taxes have been voided through the year of Seller's acquisition. Seller agrees to file the necessary documentation to the Cook County Board of Review to exempt the Property from property taxes that have not been voided from the year of Seller's acquisition to the Closing Date in accordance with 35 ILCS 200/15-5.
11. Post-Closing Security. CCLBA currently has a contract with Door & Window Guard Systems, Inc. ("DAWGS") to secure the Property while it is vacant. The rates for maintaining the DAWGS system after Closing are attached to this Term Sheet. Pursuant to local ordinance, Purchasers are obligated to keep the Property secured at all times after Closing until the property is re-occupied. Purchaser agrees to secure the Property after closing as follows:
- ___ Keep and maintain the current DAWGS system at the attached rates.
- X Discontinue and replace the DAWGS system.
- ___ Not applicable
12. Termination: Unless the Parties have made and entered into a Purchase Agreement, Seller shall have the right to withdraw its acceptance of the terms in this Term Sheet. If the Seller exercises this option, this Term Sheet shall be deemed null and void and neither party shall have any further duties or obligations under this Term Sheet. If Seller withdraws acceptance of this Term Sheet, Seller agrees to refund the originating Party any Application Fee paid as part of this transaction. Neither Party shall be entitled to any monetary or legal damages as a result of termination.

If this term sheet correctly reflects your understanding of our mutual intent with respect to certain principal terms and conditions of the proposed sale of the Property, please so indicate by signing this Term Sheet and returning the same to the undersigned.

Cook County Land Bank Authority ("CCLBA")

Purchaser:

By: _____

By: _____

Name: Jessica Caffrey
Title: Executive Director

Name: Barrett F. Pedersen

Title: Village President

Agreed to as of _____

Agreed to as of March 18, 2024

Application Fee Received: NA