

**VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
04.01.2024**

<u>Payroll Ending</u>	<u>3.23.2024</u>	<u>TOTALS</u>
Village Portion of Social Security	11,434.80	
Village Portion of Medicare	8,353.54	
Prior Month Village Portion of IMRF		
Payroll 3/29/24	579,267.60	
Total Payroll Expense	599,055.94	\$ 599,055.94
<u>Manual Checks & Wires</u>		
Manual Checks	<u>300,492.30</u>	
Total Manual Checks & Wires		\$ 300,492.30
<u>ACH Debits</u>		
Health Insurance Premium	282,457.58	
City of Chicago (Water Payment)	<u>281,241.80</u>	
Total ACH Debits		\$ 563,699.38
Payable Vouchers		
Payable Voucher 04-05-2024	734,247.96	
Total Payable Vouchers		\$ <u>734,247.96</u>
Grand Total Payments		\$ 2,197,495.58

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
 Printed: 03/27/2024 - 2:14PM
 Batch: 00205.04.2024



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3443	1ST AYD CORPORATION			Check Sequence: 1	ACH Enabled: False
PSI684779	Station supplies	211.47	04/05/2024	10-30-62030	
	Check Total:	211.47			
Vendor: 1259	ACE HARDWARE - FIRE			Check Sequence: 2	ACH Enabled: False
148100/1	Fastners	6.28	04/05/2024	10-30-62050	
148150/1	Hose nozzles	29.90	04/05/2024	10-30-62040	
	Check Total:	36.18			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 3	ACH Enabled: False
148037/1	Soaps, trash bags, paper towels, cleaners, fresher	178.54	04/05/2024	10-90-62680	
148104/1	Black wires, Unin splices	40.38	04/05/2024	34-01-62860	
	Check Total:	218.92			
Vendor: 1264	ACE HARDWARE - STREETS			Check Sequence: 4	ACH Enabled: False
148057/1	Credit	-55.84	04/05/2024	34-01-62590	
148058/1	Faucet hoses, power strips, square plugs	93.21	04/05/2024	34-01-62590	
148117/1	Key, key tag	12.43	04/05/2024	10-90-62680	
148185/1	Cover, square box, conduit	29.17	04/05/2024	10-90-62590	
	Check Total:	78.97			
Vendor: 3364	ADP SCREENING & SELECTION			Check Sequence: 5	ACH Enabled: False
1245111-03-2024	Additional screening March2024	18.66	04/05/2024	10-60-60000	
1245111-03-2024	Monthly screening services March2024	32.32	04/05/2024	10-60-60000	
	Check Total:	50.98			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3050	AIR ONE EQUIPMENT, INC.			Check Sequence: 6	ACH Enabled: False
203509	Aluminum large swivel snaphooks	1,260.00	04/05/2024	10-90-82630	
204218	SCBA retainer	167.00	04/05/2024	10-30-50800	
204219	Firefighting helmets x2	736.00	04/05/2024	10-30-62180	
204563	Firefighting boots	419.00	04/05/2024	10-30-62180	
	Check Total:	2,582.00			
Vendor: 3576	AIRGAS USA, LLC			Check Sequence: 7	ACH Enabled: False
9147495252	Oxygen tanks refill	393.04	04/05/2024	10-30-62090	
	Check Total:	393.04			
Vendor: 0010	ALEXANDER CHEMICAL CORPORATION			Check Sequence: 8	ACH Enabled: False
78647	Chlorine	1,467.03	04/05/2024	34-01-62880	
	Check Total:	1,467.03			
Vendor: 1776	AMERICAN DOOR AND DOCK			Check Sequence: 9	ACH Enabled: False
034898	Reset button -cycled door for proper operation	455.00	04/05/2024	34-01-62590	
	Check Total:	455.00			
Vendor: 0542	AMERIMARK DIRECT			Check Sequence: 10	ACH Enabled: False
20243051	Earth Day giveaways and events during the year	3,227.99	04/05/2024	10-13-75000	
	Check Total:	3,227.99			
Vendor: 5347	ARAMARK			Check Sequence: 11	ACH Enabled: False
6020203177	Carpet service	119.48	04/05/2024	10-20-52600	
6020218262	Carpet service	199.77	04/05/2024	10-13-52600	
6020220388	Carpet service	119.48	04/05/2024	10-20-52600	
6020220389	Carpet service	199.77	04/05/2024	10-13-52600	
	Check Total:	638.50			
Vendor: 2809	ARTISTIC ENGRAVING			Check Sequence: 12	ACH Enabled: False
22701	Badges	3,063.10	04/05/2024	10-30-40806	
22729	Badges	1,217.25	04/05/2024	10-30-40300	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	4,280.35			
Vendor: 3832 4190377808	AT&T Franklin Park water tower March	746.43	04/05/2024	Check Sequence: 13 10-02-51200	ACH Enabled: False
	Check Total:	746.43			
Vendor: 5242 847288012603 847671155603	AT&T Fire station 1 outside phone- Feb Alarm circuits and multiple single lines for Marc	50.52 390.53	04/05/2024 04/05/2024	Check Sequence: 14 10-02-51200 10-02-51200	ACH Enabled: False
	Check Total:	441.05			
Vendor: 6665 032224	IRENE AVITIA Reimb for airfare and transportation- NLC	354.97	04/05/2024	Check Sequence: 15 10-01-53150	ACH Enabled: False
	Check Total:	354.97			
Vendor: 3425 S-INVP-000120	B&K EQUIPMENT COMPANY Fuel station monthly inspections (March24-Feb2	1,428.00	04/05/2024	Check Sequence: 16 08-01-53000	ACH Enabled: False
	Check Total:	1,428.00			
Vendor: 1412 0107654	BATTERY SERVICE CORP Industrial lift batteries (4 @ \$278.95)	1,115.80	04/05/2024	Check Sequence: 17 08-01-50090	ACH Enabled: False
	Check Total:	1,115.80			
Vendor: 0925 2518 2519	BELLWOOD ELECTRIC MOTORS, INC. To remove valve coil from pump #4 at King st pu To replace 2 way valve at pump #4 King st pump	2,500.00 4,100.00	04/05/2024 04/05/2024	Check Sequence: 18 34-01-50940 34-01-50940	ACH Enabled: False
	Check Total:	6,600.00			
Vendor: 2036 BTL-23136-3	BEST TECHNOLOGY SYSTEMS, INC Bullet trap inspection, basic clean, supplies	2,370.00	04/05/2024	Check Sequence: 19 10-20-52700	ACH Enabled: False
	Check Total:	2,370.00			
Vendor: 1571 8708336	BRADY INDUSTRIES Brush boardwalk	264.00	04/05/2024	Check Sequence: 20 34-01-62070	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	264.00			
Vendor: 0503 133000	BUILDERS ASPHALT, LLC Cold patch delivery	7,711.00	04/05/2024	Check Sequence: 21 19-01-87000	ACH Enabled: False
	Check Total:	7,711.00			
Vendor: 3378 0103970 0104051	BYRNE SOFTWARE TECHNOLOGIES INC Professional services on Accela 2/24-2/29/2024 Professional services on Accela land Mgmt 3/1-3	1,330.00 2,030.00	04/05/2024 04/05/2024	Check Sequence: 22 10-02-81000 10-02-81000	ACH Enabled: False
	Check Total:	3,360.00			
Vendor: 4252 1300046-01	CHICAGO SPENCE TOOL & RUBBER Lockwashers, parts	764.60	04/05/2024	Check Sequence: 23 10-90-62780	ACH Enabled: False
	Check Total:	764.60			
Vendor: 5257 5040921222Mar24 5566322000Mar24 6484021222Mar24 6686895000Mar24 6911683111Mar24 7517571222Mar24	COMED 00WS Wolf Rd 5040921222 2/7-3/13/24 3022 Cullerton 5566322000 1/31-3/7/24 2709 Scott 6484021222 2/7-3/13/24 2599 Scott 6686895000 2/7-3/13/24 3900 Mannheim 6911683111 2/7-3/13/24 3548 River Rd 7517571222 1/31-3/7/24	148.96 42.78 394.69 274.43 24.35 33.65	04/05/2024 04/05/2024 04/05/2024 04/05/2024 04/05/2024 04/05/2024	Check Sequence: 24 10-50-62330 10-50-62330 10-50-62330 10-50-62330 10-50-62330	ACH Enabled: False
	Check Total:	918.86			
Vendor: 0521 1110179254 1110179256	COMMERCIAL TIRE SERVICE 1 truck tire parts and labor #206 1 truck tire parts and labor #212	607.67 378.65	04/05/2024 04/05/2024	Check Sequence: 25 10-90-50100 34-02-50100	ACH Enabled: False
	Check Total:	986.32			
Vendor: 5617 15854	CONNELLY ELECTRIC Electrical assessment of charging stations- VH p:	640.00	04/05/2024	Check Sequence: 26 10-13-52600	ACH Enabled: False
	Check Total:	640.00			
Vendor: 3302	CORE & MAIN LP			Check Sequence: 27	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
U466819	Tapt rep clps	618.00	04/05/2024	34-01-62860	
U480194	Soft copper tubes	1,784.20	04/05/2024	34-01-62860	
	Check Total:	2,402.20			
Vendor: 1337	CORPORATE BUSINESS CARDS, LTD			Check Sequence: 28	ACH Enabled: False
333578	March newsletters	2,352.06	04/05/2024	10-01-51880	
333609	Business cards- 4 employees	130.69	04/05/2024	10-60-50400	
	Check Total:	2,482.75			
Vendor: 1464	D&P CONSTRUCTION CO., INC.			Check Sequence: 29	ACH Enabled: False
0000401758	Switches	613.00	04/05/2024	09-01-64000	
	Check Total:	613.00			
Vendor: 2373	DAVEY RESOURCE GROUP			Check Sequence: 30	ACH Enabled: False
9000036661	1 year Treekeeper subscription	3,600.00	04/05/2024	10-90-62720	
	Check Total:	3,600.00			
Vendor: 5125	DIRECTIONAL CONSTRUCTION SERVICES			Check Sequence: 31	ACH Enabled: False
0314	Refund for street opening deposit for permit 24B	2,500.00	04/05/2024	10-13-30370	
	Check Total:	2,500.00			
Vendor: 3093	DOBSON ENTERTAINMENT, INC			Check Sequence: 32	ACH Enabled: False
4662	Social media video- Passports	975.00	04/05/2024	10-01-51880	
	Check Total:	975.00			
Vendor: 3829	ELECTRICAL SYSTEMS, INC.			Check Sequence: 33	ACH Enabled: False
11041	Transmitter replacement with backup level	13,400.00	04/05/2024	34-01-88911	
	Check Total:	13,400.00			
Vendor: 4039	EUCLID MANAGERS			Check Sequence: 34	ACH Enabled: False
5396090Mar24	Dental April2024	14,953.53	04/05/2024	10-52-62390	
5396090Mar24	Long term disabilty April2024	1,300.05	04/05/2024	10-52-62370	
5396090Mar24	Short term disability April2024	3,833.45	04/05/2024	10-52-62370	
5396090Mar24	Voluntary life April2024	1,356.66	04/05/2024	10-52-59000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
5396090Mar24	Vision April2024	914.46	04/05/2024	10-52-62390	
	Check Total:	22,358.15			
Vendor: 4183 0257075	DBA POLLARDWATER FERGUSON ENTERPRISES LLC #3326 Super high heat pails	755.45	04/05/2024	Check Sequence: 35 34-02-63070	ACH Enabled: False
	Check Total:	755.45			
Vendor: 4788 0481637	FERGUSON WATERWORKS #2516 (qty 260) Wall MIUs	32,450.60	04/05/2024	Check Sequence: 36 34-01-62825	ACH Enabled: False
	Check Total:	32,450.60			
Vendor: 5061 279736 279844	FIRESTONE COMPLETE AUTO CARE Front end alignment #227 4 tires parts and labor #890	76.99 559.24	04/05/2024 04/05/2024	Check Sequence: 37 10-90-50100 10-20-50300	ACH Enabled: False
	Check Total:	636.23			
Vendor: 0080 60086	FRANKLIN PARK BUILDING MATERIAL River rocks	236.00	04/05/2024	Check Sequence: 38 34-01-62860	ACH Enabled: False
	Check Total:	236.00			
Vendor: 0081 14034	FRANKLIN PARK PLUMBING CO., INC. Excavation to locate 2" lead service to main and	6,425.00	04/05/2024	Check Sequence: 39 34-01-62860	ACH Enabled: False
	Check Total:	6,425.00			
Vendor: 4885 37214075 67221877	FREEDOM HEATING & COOLING, INC. Found loose wire at thermostat which shorted ou Ignition Control module	214.00 760.00	04/05/2024 04/05/2024	Check Sequence: 40 34-01-62860 34-01-62590	ACH Enabled: False
	Check Total:	974.00			
Vendor: 6062 5268	GBJ SALES, LLC Asphalt release agents	304.45	04/05/2024	Check Sequence: 41 10-90-62680	ACH Enabled: False
	Check Total:	304.45			
Vendor: 5650	GOLDSTAR PRODUCTS INC			Check Sequence: 42	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
0079817-IN	Floor polish and protect 6	1,103.16	04/05/2024	10-30-62060	
	Check Total:	1,103.16			
Vendor: 5200	GRAINGER			Check Sequence: 43	ACH Enabled: False
9042811670	Fluorescent ballasts	700.64	04/05/2024	10-20-52600	
9042811688	Wardrobe locker	342.85	04/05/2024	10-90-62590	
9042811696	Utility Dome marker	352.00	04/05/2024	10-90-62600	
	Check Total:	1,395.49			
Vendor: 0691	GREAT LAKES CONCRETE, LLC			Check Sequence: 44	ACH Enabled: False
252119	2" and 4" Concrete adjusting rings	1,132.82	04/05/2024	34-02-63070	
	Check Total:	1,132.82			
Vendor: 4516	GW & ASSOCIATES, PC			Check Sequence: 45	ACH Enabled: False
2403071	Payroll processing for ck dates 2/16, 3/1/24	3,600.00	04/05/2024	10-60-51900	
	Check Total:	3,600.00			
Vendor: 1555	H&H ELECTRIC COMPANY			Check Sequence: 46	ACH Enabled: False
43273	Street lighting maint- Grand & Martens	2,946.74	04/05/2024	10-50-62340	
43282	Traffic signal cont maint- various locations	997.50	04/05/2024	10-90-62690	
	Check Total:	3,944.24			
Vendor: 1026	HARPOS V.I.P AUTOPARTS			Check Sequence: 47	ACH Enabled: False
12021-1	Transducer #216	50.50	04/05/2024	08-01-50034	
12049-1	Pads & rotors #879	255.93	04/05/2024	08-01-50020	
12055-1	Head light #220	10.85	04/05/2024	08-01-50090	
12093-1	Oil filter #226	3.99	04/05/2024	08-01-50090	
12098-1	Stock oil filters (12 @\$3.95)	47.40	04/05/2024	08-01-50090	
	Check Total:	368.67			
Vendor: 2022	HASTINGS AIR-ENERGY CONTROL, INC.			Check Sequence: 48	ACH Enabled: False
PS-10005892	Plymovent repair at station #1	355.00	04/05/2024	10-30-62040	
	Check Total:	355.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 0390 031124	HIGH SPEED RAIL ALLIANCE Membership fee	250.00	04/05/2024	Check Sequence: 49 10-01-52135	ACH Enabled: False
	Check Total:	250.00			
Vendor: 5563 4140 4141	HIGH STAR TRAFFIC Stop signs, Red post reflectors Misc signs, offset fittings	2,430.00 674.75	04/05/2024 04/05/2024	Check Sequence: 50 10-90-62610 10-90-62610	ACH Enabled: False
	Check Total:	3,104.75			
Vendor: 4230 03252024	Public Health Illinois Dept Renewal certified plumbing inspector license	150.00	04/05/2024	Check Sequence: 51 34-01-52000	ACH Enabled: False
	Check Total:	150.00			
Vendor: 3705 7985	JAMES DOWDEN & ASSOCIATES, INC Site meetings, plans for park	1,890.00	04/05/2024	Check Sequence: 52 10-90-87000	ACH Enabled: False
	Check Total:	1,890.00			
Vendor: 1209 INV-0088	JANET G MARTINEZ March2024 Spanish newsletter translation	198.00	04/05/2024	Check Sequence: 53 10-01-51880	ACH Enabled: False
	Check Total:	198.00			
Vendor: 1534 209335	JKS VENTURES, INC. Yard waste services	523.25	04/05/2024	Check Sequence: 54 09-01-64000	ACH Enabled: False
	Check Total:	523.25			
Vendor: 1254 W0175	JS PRINTING Vinyl adhesive stickers for posting vacant proper	70.00	04/05/2024	Check Sequence: 55 10-13-51800	ACH Enabled: False
	Check Total:	70.00			
Vendor: 4545 18312 18312 18312 18312	KCS COMPUTER TECHNOLOGY Proofpoint spam filter software SentinelOne server Max online back of servers for Solarwind Ironscapes	660.79 368.00 450.00 676.00	04/05/2024 04/05/2024 04/05/2024 04/05/2024	Check Sequence: 56 10-02-54200 10-02-54200 10-02-55040 10-02-54200	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
18312	Veem backup replication	135.00	04/05/2024	10-02-55040	
18312	Office 365	2,110.50	04/05/2024	10-02-54200	
18312	Consulting services for Feb	747.50	04/05/2024	10-02-51150	
18312	GFI AV server & workstation	1,230.48	04/05/2024	10-02-54200	
	Check Total:	6,378.27			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 57	ACH Enabled: False
4883	Replacement of reinforced curb of public sidewa	2,330.00	04/05/2024	34-01-62860	
4885	Replacement of reinforced street opening	3,460.00	04/05/2024	34-01-62860	
4886	Replacement of reinforced curb w street drain- r	4,550.00	04/05/2024	34-02-63070	
4887	Replacement of reinforced section of street by sa	5,630.00	04/05/2024	34-02-63070	
4888	Replacement of reinforced street opening to watc	3,250.00	04/05/2024	34-01-62860	
4891	Replacement of reinforced public sidewalk	1,800.00	04/05/2024	34-01-62860	
	Check Total:	21,020.00			
Vendor: 4408	KUUSAKOSKI US LLC			Check Sequence: 58	ACH Enabled: False
A-11989	Electronic recycling	744.00	04/05/2024	09-01-64000	
	Check Total:	744.00			
Vendor: 0358	LED & SAFETY			Check Sequence: 59	ACH Enabled: False
2420746	Easy wedge	44.90	04/05/2024	10-90-82630	
2420747	Long reach tool	34.99	04/05/2024	10-90-82630	
	Check Total:	79.89			
Vendor: 0131	MENARDS MELROSE PARK			Check Sequence: 60	ACH Enabled: False
59860	Brushless EPW	399.99	04/05/2024	10-90-82630	
59861	Galv nipples, couplings, clamps, guard tape, stru	944.49	04/05/2024	10-90-62590	
59866	Brushless EPW	399.99	04/05/2024	34-01-82840	
59915	Galv nipples, Tapcon	130.70	04/05/2024	10-90-62590	
60226	Copper pipes, Press BVs, Press cplgs	305.99	04/05/2024	34-01-62590	
60270	4 bags of Miracle grow	39.88	04/05/2024	10-90-62600	
60307	Galv pipes, clamps, PVC tees, couplings	677.82	04/05/2024	10-90-62590	
60346	Washer machine, rust remover gallon	599.99	04/05/2024	34-01-62590	
60381	Clamps, PVC elbows, fender washers	57.07	04/05/2024	10-90-62780	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
60497	Clamps, Drain, PVC bushings	57.91	04/05/2024	10-90-50110	
	Check Total:	3,613.83			
Vendor: 1743	MENNON RUBBER & SAFETY PRODUCTS			Check Sequence: 61	ACH Enabled: False
55711	Yellow vests	135.00	04/05/2024	34-01-60600	
	Check Total:	135.00			
Vendor: 6363	EDWARD C. MILLEA			Check Sequence: 62	ACH Enabled: False
031824	Reimbursement for Journey man plumbers licens	30.00	04/05/2024	34-01-52000	
6218	Reimbursement for ILPHCC class	55.00	04/05/2024	34-01-52000	
7002	Reimbursement for class on 4/20/24	55.00	04/05/2024	34-01-52000	
	Check Total:	140.00			
Vendor: 0329	MONROE TRUCK EQUIPMENT			Check Sequence: 63	ACH Enabled: False
R81728	Air valves and labor (installation)	766.39	04/05/2024	08-01-50090	
	Check Total:	766.39			
Vendor: 2106	MUNICIPAL MANAGEMENT SERVICES, INC.			Check Sequence: 64	ACH Enabled: False
24-87072	April 2024 services	17,334.34	04/05/2024	10-20-60400	
	Check Total:	17,334.34			
Vendor: 0736	MYS, INC			Check Sequence: 65	ACH Enabled: False
3	Belmont Ave Reconstruction #3 11/9-12/8/2023	88,736.07	04/05/2024	65-10-84200	
	Check Total:	88,736.07			
Vendor: 2785	NEXTIME, INC.			Check Sequence: 66	ACH Enabled: False
127926	Time cards	77.83	04/05/2024	10-90-50700	
	Check Total:	77.83			
Vendor: 4521	NICOR			Check Sequence: 67	ACH Enabled: False
83226800007Feb2	10920 King 83226800007 1/29-2/26/24	518.36	04/05/2024	34-01-62940	
	Check Total:	518.36			
Vendor: 2107	NORCOMM PUBLIC SAFETY COMM., INC.			Check Sequence: 68	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
24-87084	Emergency dispatch services, April 2024	66,780.69	04/05/2024	07-01-40300	
	Check Total:	66,780.69			
Vendor: 4333 347657	North East Multi-Regional Training, Inc. Street crimes program- 2 officers	650.00	04/05/2024	Check Sequence: 69 10-20-52001	ACH Enabled: False
	Check Total:	650.00			
Vendor: 2249 257666495 257666496 257666999 259170000	ORKIN Weekly services Weekly services Weekly services Weekly services	415.99 415.99 453.99 453.99	04/05/2024 04/05/2024 04/05/2024 04/05/2024	Check Sequence: 70 10-60-62460 10-60-62460 10-60-62460 10-60-62460	ACH Enabled: False
	Check Total:	1,739.96			
Vendor: 8300 16080	PAGODA COMPUTER SUPPLIES Printer replacement for bldg dept	450.00	04/05/2024	Check Sequence: 71 10-02-80100	ACH Enabled: False
	Check Total:	450.00			
Vendor: 0141 2	PARAMEDIC SERVICES OF ILLINOIS, INC. Ambulance billing fee Feb2024	1,400.99	04/05/2024	Check Sequence: 72 10-30-62140	ACH Enabled: False
	Check Total:	1,400.99			
Vendor: 5059 132118	PARTNERS AND PAWS VETERINARY SERVICES K9 boarding	252.00	04/05/2024	Check Sequence: 73 10-20-57000	ACH Enabled: False
	Check Total:	252.00			
Vendor: 7774 5701455 5701949 5704272 5708710 5708713 5710334 5713329	PHYSICIANS IMMEDIATE CARE New hire drug & alcohol exam auxiliary officer New hire physical Firefighter New hire physical Firefighter TB skin test New hire physical Firefighter TB skin test New hire DOT drug & alcohol screen & Hep	165.00 780.00 705.00 35.00 560.00 35.00 225.00	04/05/2024 04/05/2024 04/05/2024 04/05/2024 04/05/2024 04/05/2024 04/05/2024	Check Sequence: 74 10-52-53000 10-52-53000 10-52-53000 10-52-53000 10-52-53000 10-52-53000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
5713337	Hepatitis vaccine	120.00	04/05/2024	10-52-53000	
5713347	Hepatitis vaccine	120.00	04/05/2024	10-52-53000	
5719319	Respirator clearance PFTs	195.00	04/05/2024	10-52-53000	
5719331	Respirator clearance PFTs	195.00	04/05/2024	10-52-53000	
5735958	New Hire DOT certification exams	495.00	04/05/2024	10-52-53000	
5735961	New Hire DOT certification exams	495.00	04/05/2024	10-52-53000	
5741026	Hepatitis vaccine	120.00	04/05/2024	10-52-53000	
	Check Total:	4,245.00			
Vendor: 0151	PIRTANO CONSTRUCTION INC			Check Sequence: 75	ACH Enabled: False
031424	Refund for street opening deposit for permit 24 E	2,500.00	04/05/2024	10-13-30370	
	Check Total:	2,500.00			
Vendor: 4235	PITNEY BOWES PURCHASE POWER			Check Sequence: 76	ACH Enabled: False
1700March24	Postage	192.14	04/05/2024	34-01-51500	
1700March24	Postage	192.14	04/05/2024	10-01-51500	
	Check Total:	384.28			
Vendor: 0623	RALPH HELM INC.			Check Sequence: 77	ACH Enabled: False
390631	Chainsaw chain	97.19	04/05/2024	10-30-80570	
390772	Chainsaw parts	194.37	04/05/2024	10-30-80570	
	Check Total:	291.56			
Vendor: 4552	REPUBLIC SERVICES #551			Check Sequence: 78	ACH Enabled: False
0551-015883835	Scavenger services, March2024	147,179.52	04/05/2024	09-01-64010	
	Check Total:	147,179.52			
Vendor: 0967	ROESCH FORD			Check Sequence: 79	ACH Enabled: False
155625	Keys and FOB #213 & #240	271.88	04/05/2024	08-01-50090	
	Check Total:	271.88			
Vendor: 0165	ROYAL PIPE AND SUPPLY CO.			Check Sequence: 80	ACH Enabled: False
S1593343.001	Sump pumps, Ejector	1,953.90	04/05/2024	34-01-62900	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,953.90			
Vendor: 2419	RUSSO'S POWER EQUIPMENT			Check Sequence: 81	ACH Enabled: False
SPI20537735	3" tow ring	42.99	04/05/2024	10-90-62070	
SPI20539236	Chain loops	254.94	04/05/2024	10-90-62780	
	Check Total:	297.93			
Vendor: 0047	RYDIN SIGN & DECAL			Check Sequence: 82	ACH Enabled: False
PS-INV116368	Vending decals for 2024	520.45	04/05/2024	10-90-62325	
	Check Total:	520.45			
Vendor: 1999	SAFEBUILT, LLC			Check Sequence: 83	ACH Enabled: False
297747	February plan review services for multiple villag	816.48	04/05/2024	10-13-40100	
	Check Total:	816.48			
Vendor: 3489	SHAPIRO PHOTOGRAPHY			Check Sequence: 84	ACH Enabled: False
13307	Dept photos	12,060.00	04/05/2024	10-30-62020	
	Check Total:	12,060.00			
Vendor: 4504	SITEONE LANDSCAPE SUPPLY			Check Sequence: 85	ACH Enabled: False
138905103-001	Pulverized top soil bags	70.72	04/05/2024	10-90-62715	
139001480-001	Pulverized top soil bags	70.72	04/05/2024	10-90-62715	
	Check Total:	141.44			
Vendor: 3336	SMITH LASALLE			Check Sequence: 86	ACH Enabled: False
354.19.17	9621 Pacific Ave- bldg demo 2/26-3/24/24	6,423.00	04/05/2024	10-90-87000	
472.21.38	Franklin Ave STP phase III 2/26-3/24/24	8,430.00	04/05/2024	65-10-82820	
580.22.6	South Industrial area improvements 2/26-3/24/24	13,395.50	04/05/2024	65-10-84000	
586.22.14	Schiller Blvd Phase 1 2/26-3/24/24	4,314.00	04/05/2024	34-01-89450	
586.22.14	Schiller Blvd Phase 1 2/26-3/24/24	6,471.00	04/05/2024	65-10-86000	
618.23.11	Village engineering/PW mgmt services 2/26-3/24/24	55,049.50	04/05/2024	10-90-82800	
619.23.11	Utilities GIS services 2/26-3/24/24	8,600.00	04/05/2024	34-01-62870	
619.23.11	Utilities GIS services 2/26-3/24/24	3,600.00	04/05/2024	34-02-62870	
620.23.9	50/50 sidewalk program 2/26-3/24/24	1,760.00	04/05/2024	34-01-69050	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
621.23.11	2023 Lead services replacement 2/26-3/24/24	6,720.00	04/05/2024	34-01-88910	
622.23.8	2023 sewer lining program 2/26-3/24/24	6,355.00	04/05/2024	34-02-83190	
623.23.3	2023 Sewer cleaning & inspection 2/26-3/24/24	17,654.50	04/05/2024	34-02-83191	
	Check Total:	138,772.50			
Vendor: 2118	SPACECO INC			Check Sequence: 87	ACH Enabled: False
95351	Construction services for Schiller Blvd 10/29/23-	7,476.00	04/05/2024	34-01-89450	
95351	Construction services for Schiller Blvd 10/29/23-	11,214.00	04/05/2024	65-10-86000	
95888	Construction services for King st 11/26/23-12/30	3,060.00	04/05/2024	65-10-84100	
95890	Construction services for Schiller Blvd 11/26/23-	8,778.00	04/05/2024	65-10-86000	
95890	Construction services for Schiller Blvd 11/26/23-	5,852.00	04/05/2024	34-01-89450	
96248	Construction services for Schiller Blvd 1/28-2/24	490.00	04/05/2024	34-01-89450	
	Check Total:	36,870.00			
Vendor: 3223	STATE INDUSTRIAL PRODUCTS			Check Sequence: 88	ACH Enabled: False
903270889	Primezyme	337.44	04/05/2024	34-02-63070	
	Check Total:	337.44			
Vendor: 1565	STERICYCLE, INC			Check Sequence: 89	ACH Enabled: False
8006300224	Monthly waste services and gallon charges	23.55	04/05/2024	10-20-60630	
	Check Total:	23.55			
Vendor: 0563	STRYKER SALES, LLC			Check Sequence: 90	ACH Enabled: False
9205764103	4 batteries for power stretches in Ambulance1 &	2,252.44	04/05/2024	10-30-82080	
	Check Total:	2,252.44			
Vendor: 0183	SUBURBAN WELDING & STEEL, LLC			Check Sequence: 91	ACH Enabled: False
91681	To repair weld and repair of broken front housing	510.48	04/05/2024	08-01-50035	
	Check Total:	510.48			
Vendor: 5423	THIRD MILLENNIUM			Check Sequence: 92	ACH Enabled: False
31150	Utility bill rendering March2024	2,562.32	04/05/2024	34-01-62857	
	Check Total:	2,562.32			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 0995	TK ELEVATOR CORP			Check Sequence: 93	ACH Enabled: False
3007749316	Quarterly maint for VH elevator	1,487.15	04/05/2024	10-13-52600	
6000709278	Fee for pressure test for VH elevator	514.00	04/05/2024	10-13-52600	
	Check Total:	2,001.15			
Vendor: 5342	TRI-ANGLE SCREEN PRINT			Check Sequence: 94	ACH Enabled: False
145464	Shirts, vests with logo	355.50	04/05/2024	08-01-60600	
	Check Total:	355.50			
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 95	ACH Enabled: False
9958885632	Data charges for mobile jetpacks- Feb	83.01	04/05/2024	10-02-51200	
	Check Total:	83.01			
Vendor: 2064	VILLAGE OF ARLINGTON HEIGHTS			Check Sequence: 96	ACH Enabled: False
1789	Fire Apparatus Engineer Tuition for FF	550.00	04/05/2024	10-30-52001	
	Check Total:	550.00			
Vendor: UB*00688	ROBERT VIRZI			Check Sequence: 97	ACH Enabled: False
	Refund Check 013531-000, 9564 SCHILLER	1,112.76	03/20/2024	34-00-20100	
	Refund Check 013531-000, 9564 SCHILLER	1,749.95	03/20/2024	34-00-20100	
	Check Total:	2,862.71			
Vendor: 4957	VISA - PARTNERSHIP FINANCIAL CU			Check Sequence: 98	ACH Enabled: False
022024	Ammunition supplies	4,176.94	04/05/2024	10-20-60610	
022024	Evidence supplies	463.18	04/05/2024	10-20-60330	
022024	Charge	74.45	04/05/2024	10-20-59000	
	Check Total:	4,714.57			
Vendor: 1299	W.S. DARLEY & COMPANY			Check Sequence: 99	ACH Enabled: False
17524359	Firefighting foam	422.00	04/05/2024	10-30-59000	
	Check Total:	422.00			
Vendor: 0351	WAREHOUSE DIRECT			Check Sequence: 100	ACH Enabled: False
IN530710	Copier page counts for all copiers for March	702.02	04/05/2024	10-02-80001	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	702.02			
Vendor: 0202 0321401	WATER PRODUCTS - AURORA CR1 parts	7,447.50	04/05/2024	Check Sequence: 101 34-01-62860	ACH Enabled: False
	Check Total:	7,447.50			
Vendor: 0789 82808	WERNICK KEY & LOCK SERVICE (24) 1205 padlocks & (10) 1105 padlocks	646.00	04/05/2024	Check Sequence: 102 10-90-82630	ACH Enabled: False
	Check Total:	646.00			
Vendor: 4140 674220	WHEATLAND TITLE COMPANY Title committment for Franklin Ave reconstructic	75.00	04/05/2024	Check Sequence: 103 10-72-62557	ACH Enabled: False
	Check Total:	75.00			
Vendor: 0209 265072-000	ZIEBELL WATER SERVICE PRODUCTS PVC SWR pipes, PVC couplings	1,986.04	04/05/2024	Check Sequence: 104 34-02-63070	ACH Enabled: False
	Check Total:	1,986.04			
Vendor: 8239 104429 104429	ZIPS CAR WASH, LLC Car washes- police dept (17) Car wash- bldg dept (1)	51.00 3.00	04/05/2024 04/05/2024	Check Sequence: 105 10-20-50300 10-30-50100	ACH Enabled: False
	Check Total:	54.00			
	Total for Check Run:	734,247.96			
	Total of Number of Checks:	105			

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 03/21/2024 - 2:01PM
 Batch: 00418.03.2024



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 0399 HAGGERTY FORD, INC.							
				334772	03/18/2024		
031524	47,765.00	03/18/2024	Purchase of 2024 Ford Police interceptor			10-20-80200	
Total for Check	47,765.00						
Total for 0399	47,765.00						
Vendor: 2937 FOSTER COACH SALES, INC							
				334773	03/18/2024		
22-M422	226,858.00	03/18/2024	Purchase of 2023 Medix ambulance			10-30-80200	
Total for Check	226,858.00						
Total for 2937	226,858.00						
Vendor: 3811 MID CENTRAL WATER WORKS AS							
				334771	03/18/2024		
031824	100.00	03/18/2024	Seminar for 3/20/24			34-01-52060	
Total for Check	100.00						
Total for 3811	100.00						
Vendor: 4590 AEP ENERGY							
				334774	03/18/2024		
3013133540Mar24	23,943.47	03/18/2024	3010 Mannheim	3013133540	1/30/-3/6/24	19-01-62330	
3013133551Feb24	941.04	03/18/2024	0 N Belmont	3013133551	1/8/-2/6/24	19-01-62330	
3013133551Mar24	884.79	03/18/2024	0 N Belmont	3013133551	2/6/-3/12/24	19-01-62330	
Total for Check	25,769.30						
Total for 4590	25,769.30						
<hr/> <hr/>							
Total Checks:	300,492.30						
<hr/> <hr/>							

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 PURCHASE AND SALE
AGREEMENT 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 04/01/24
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 PURCHASE AND SALE
AGREEMENT 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, commonly known as 3548 River Road, Franklin Park, Illinois 60131 and legally described on Exhibit A (the "*Property*"); and

WHEREAS, the Village intends to enter into a Purchase and Sale Agreement by and between the Cook County Land Bank Authority and the Village of Franklin Park, a copy of which is attached hereto and made a part hereof, as Exhibit A (the "*Agreement*") setting forth the 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 Agreement in order to eliminate ongoing nuisances and blighted conditions at the Property while providing additional green space for the surrounding residential area.

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, 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 President, with said changes and revisions therein contained being approved by the Corporate Authorities upon the execution and delivery of the Agreement 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 Agreement to complete satisfaction of the provisions, terms or conditions stated therein and the Village Attorney and Village Comptroller are hereby further specifically authorized to undertake all necessary financial expenditures to complete the acquisition of the Property and satisfy the provisions, terms or conditions required in the Agreement.

Section 4. The President and Village Clerk are hereby authorized to undertake all necessary actions and execute any documents required to complete the conveyance of the Property to the Village.

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 April 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 April 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

PURCHASE AND SALE AGREEMENT
(Conveyance to Municipal Partner)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered between the County of Cook d/b/a Cook County Land Bank Authority ("CCLBA" or "Seller"), and the Village of Franklin Park, an Illinois municipal corporation ("Purchaser") (collectively the "Parties"). For all purposes, the date of this Agreement (the "Effective Date") shall be the latest date of execution shown below the Parties' signatures.

RECITALS

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. **Property to be Purchased.** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real Property commonly known as **3548 River Road, Franklin Park, Illinois 60131**, legally described in **Exhibit A** (the "Property").

2. **Purchase Price.** The purchase price for the Property shall be Fifty Thousand and no/100 dollars (\$50,000.00) ("Purchase Price") due in full in immediately available certified funds at Closing.

3. **Closing.** 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.

4. **Closing Costs; Recording.** Notwithstanding local custom, Purchaser shall pay all costs and take all necessary steps to record the Deed.

5. **Recognition of CCLBA Acquisition.** Purchaser understands that the Seller acquired the Property "as is" and "with all faults." Seller did not originally construct any improvements on the Property. Seller has not occupied the Property for its own use. As stated throughout this Agreement, Seller has no knowledge, and makes no representations, about any Property condition, impairment, or other encumbrance.

6. **Condition of Property.**

A) PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

1. The physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in the construction of any improvement (e.g. drywall, asbestos, lead paint, urea formaldehyde foam insulation, etc.), availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leak, water damage, mold or any

other matter affecting the stability, integrity or condition of the Property or improvements;

2. The conformity of the Property, or the improvements, to any zoning, land use or building code requirement or compliance with any laws, rules, ordinances, or regulations of any federal, State or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements, and/or any remodeling of the structure;
3. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including redhibitory vices and defects, apparent, non-apparent or latent, which now exist, or which may hereafter exist and which, if known to the Purchaser, would cause the Purchaser to refuse the Property.

B) Purchaser understands that mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real Property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property. To the extent that any Mold is identified on the Property, Purchaser agrees to take all necessary measures to protect the health, safety, and welfare of Property inhabitants.

C) The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

D) Seller shall have absolutely no duty to modify, alter or clean the Property (or remove any contents at the Property, and in that regard the Seller represents that no other person has any right or claim to any contents in or at the Property and that the Seller's Bill of Sale will include such contents).

E) Purchaser waives any claim against Seller with respect to any of the Property conditions identified in this Section.

7. Disclosure of Lead-Based Paint Hazards. In the event the improvements on the Real Estate are improved with residential dwellings built prior to 1978, the Purchaser hereby acknowledges that:

- A) the Purchaser has received the following Lead Warning Statement, and understands its contents:

“Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.”

- B) the Purchaser has received a Lead Hazard Information pamphlet;
- C) Purchaser hereby waives any rights and/or remedies against the Seller provided to him as a Purchaser in the Residential Lead-Based Paint Hazard Reduction Act, including the Purchaser’s ten day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

8. **Occupancy Status of Property.** The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property. The Purchaser acknowledges that Closing on this transaction shall be deemed the Purchaser's reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property.

9. **Personal Property.** The Seller makes no representation or warranty as to the condition of any personal Property, title thereto, or whether any personal Property is encumbered by any liens. The Seller assumes no responsibility for any personal Property remaining on the Property at the time of Closing.

10. **Taxes and Special Assessments.** Seller is not required to provide any tax proration at Closing. Purchaser shall be responsible for any taxes that become due and payable after Closing. Seller represents and warrants that the Property is being transferred free and clear of property taxes through the year of Seller’s acquisition per Section 21-95 of the Property Tax Code. 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. **Delivery of Possession of Property.** The Seller shall deliver possession of the Property to the Purchaser at Closing. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

12. **Deed.** The deed to be delivered by Seller at Closing shall be a Quit Claim Deed (“Deed”).

13. **Conditions to the Seller's Performance.** The Seller shall have the right prior to Closing, at the Seller's sole discretion, to terminate this Agreement if:

A) Seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation;

B) The Purchaser is the former owner or mortgagor of the Property, or is related to or affiliated in any way with the former owner or mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies; or

C) The Purchaser makes or has made any misrepresentation to the Seller in securing Seller's agreement to sell the Property to Purchaser, execute the term sheet, or execute this Agreement or any related document, including but not limited to any misrepresentation regarding how the transaction will be funded, or Purchaser makes a material change to its proposed financing of the purchase or rehabilitation of the Property without the Seller's written authorization.

14. Risk of Loss. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. Whether or not Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Total Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement.

15. Keys. The Purchaser understands that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any and all costs associated with activating the alarm, including changing the access code or obtaining keys.

16. Survival. Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including but not limited to any condition subsequent, shall survive the Closing and/or termination of the Agreement by any Party and continue in full force and effect.

17. Remedies. If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, at Purchaser's discretion. In the event of termination, the Parties agree to refund to the originating Party any funds paid as part of the transaction. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

18. Miscellaneous. The following general provisions govern this Agreement.

A) **No Waivers.** The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

B) Time of Essence. Time is of the essence of this Agreement.

C) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

D) Attorney Review. Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

F) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.

G) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

H) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

I) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

J) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

K) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

PURCHASER:

Village of Franklin Park

By: _____

Print Name

Its: _____

Date: _____

SELLER:

County of Cook d/b/a Cook County Land Bank Authority

By: _____
Jessica Caffrey, Executive Director

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN BLOCK 9 IN VOLK BROTHERS RIVER DRIVE ADDITION TO FRANKLIN PARK IN ROBINSON'S RESERVE AND FRACTIONAL SECTION 22, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12-22-402-001-0000

Common Address: 3548 River Road, Franklin Park, Illinois 60131

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 3107 MAPLE, 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

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 3107 MAPLE, 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 numbers (PINs) 12-27-206-005-0000 and 12-27-206-006-0000 and commonly known as 3107 Maple Street, 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 April 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 April 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Term Sheet

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



1. Property: Address: 3107 Maple, Franklin Park, IL 60131

PIN(S): 12-27-206-005-0000 and 12-27-206-006-0000

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: \$15,000 (\$7,500 per Pin)

5. Proposed Municipal Use for Property:

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 May 30, 2024 ("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: _____

Name: Jessica Caffrey
Title: Executive Director

Agreed to as of _____

Application Fee Received: NA

By: _____

Name: Barrett F. Pedersen
Title: Village President

Agreed to as of April 1, 2024

**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 DEED IN LIEU OF FORECLOSURE
AGREEMENT FOR THE PROPERTY COMMONLY KNOWN AS
9651 FRANKLIN AVENUE, 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**

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, APPROVING A DEED IN LIEU OF FORECLOSURE AGREEMENT FOR THE PROPERTY COMMONLY KNOWN AS 9651 FRANKLIN AVENUE, 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 owner of 9651 Franklin Avenue, Franklin Park, Illinois (the “*Property*”) and the Village of Franklin Park wish to enter into a Deed in Lieu of Foreclosure Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A (the “*Agreement*”); and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to enter into the Agreement.

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 Deed in Lieu of Foreclosure Agreement (the “*Agreement*”), a copy of which is attached hereto and made a part hereof, as Exhibit A, is hereby approved substantially in the form presented, with such necessary changes, as determined by the Village Attorney, with such

changes and revisions therein contained being approved by execution and delivery of the Agreement by the Village President.

Section 3. The Village President, Village Clerk, Village Attorney and Village Comptroller are hereby authorized and directed to execute and deliver the Agreement and any and all other documents necessary to implement the provisions, terms, and conditions thereof, as therein described, and the Village Attorney is further authorized to prepare and execute any such document and undertake such required action to ensure the conveyance of the Property to the Village.

Section 4. The officials and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in this Ordinance and the Agreement to complete satisfaction of the provisions, terms, or conditions stated therein.

Section 5. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions 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 April 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 April 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Agreement

DEED IN LIEU OF FORECLOSURE AGREEMENT

THIS DEED IN LIEU OF FORECLOSURE AGREEMENT (the “*Agreement*”) is entered into this 25 day of March, 2024 (the “*Effective Date*”) by and between the Village of Franklin Park, Cook County, Illinois, an Illinois Municipal Corporation (the “*Village*”), and 9651 Franklin Corporation, an Illinois Corporation (the “*Owner*”).

WITNESSETH

WHEREAS, Owner is the record title-owner of certain real estate commonly known as 9651 Franklin Avenue, Franklin Park, Illinois, 60131, and is legally described as follows:

LOT 1 IN BLOCK 5 IN 1ST ADDITION TO FRANKLIN PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PINs: 12-28-208-010-0000 (the “*Property*”).

WHEREAS, the Village of Franklin Park provided the premises with the use and service of its waterworks system.

WHEREAS, pursuant to Article B of Chapter 8 of Title 7 of the Village Code of Franklin Park, the reasonable charges for such use and services were due to the Village.

WHEREAS, said reasonable charges for such use and services were not paid to the Village.

WHEREAS, pursuant to 65 ILCS 5/11-139-8 of the Illinois Municipal Code, on May 25, 2023, a Notice of Lien for Water was filed on the Property in the Office of the Cook County Clerk as Document No. 2314508195, for the reasonable charges due for such use and services.

WHEREAS, pursuant to 65 ILCS 5/11-139-8 of the Illinois Municipal Code, the Village of Franklin Park has a lien on the Property for the use of its waterworks system (the “*Lien Claim*”).

WHEREAS, in order to avoid the time and expense and to minimize further financial losses to the parties and to expedite the orderly transfer of ownership of the Property from the

Owner to the Village, the parties agree to convey the Property to the Village in lieu of foreclosure, subject to the terms and conditions set forth herein.

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

1. The Village accepts title to convey the Property from Owner to the Village as a deed in lieu of foreclosure on the Lien Claim.

2. Accepting the title conveying the Property from Owner to the Village, hereby extinguishes any and all interests and claims the Village may have had in the foreclosure and collection of the Lien Claim, and any proceeding regarding such foreclosure and collection shall cease.

3. The deed conveying the Property from Owner to the Village releases any and all obligations owed by Owner to the Village regarding the payment and satisfaction of the Lien Claim.

4. Upon conveyance of the Property from Owner to the Village, the Village releases 9651 Franklin Corporation, its officers and shareholders from any claims or causes of action that the Village has, owns or holds against them that relate to the Property.

5. Owner represents that the deed in lieu conveyance set forth herein is a reasonable, intended and voluntary act.

6. The parties hereto agree that this Agreement may be executed in multiple counterparts, which may be signed and delivered separately.

7. This Agreement constitutes the entire Agreement, and supersedes any and all other Agreements, whether oral or written, between the parties. No change or modifications of this Agreement shall be valid unless the same shall be in writing and signed by the Village. No

waiver or suspension of any provisions of this Agreement shall be valid unless in writing and signed by the Village.

7. If any portions of this Agreement shall be, for any reason, invalid or unenforceable, such portions shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and in full force and effect.

8. The foregoing recital clauses to this Agreement are true and expressly incorporated into this Agreement and are a material part thereof herein.

9. Each person who signs this Deed in Lieu of Foreclosure Agreement on behalf of a Party represents that he or she has received from his or her client full authority to execute this Deed in Lieu of Foreclosure Agreement on the party's behalf, and that his or her client has agreed to be bound by all such terms.

10. This Agreement shall be governed in all respects, whether as to the validity, construction, capacity, performance, or otherwise, by the laws of the State of Illinois, County of Cook.

11. This Agreement shall be binding on the heirs, administrators, executors, and assigns of the respective parties hereto.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on this Agreement, as herein provided, and this Agreement shall be in full force and effect on the Effective Date herein above written.

THE VILLAGE OF FRANKLIN PARK

By: _____
Barrett F. Pedersen, Village President

ATTEST

By: _____
April Arellano, Village Clerk

OWNER,

9651 FRANKLIN CORPORATION, an
Illinois Corporation,

By: Deborah A. Denten

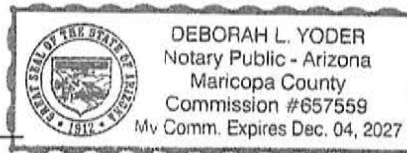
Printed Name: Deborah A. Denten

Title: Secretary

Subscribed and sworn to before me
this 25 day of March, 2024.

Deborah L. Yoder

(Notary)



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 GROUND LEASE BY AND BETWEEN THE VILLAGE
OF FRANKLIN PARK AND UNITED STATES POSTAL SERVICE**

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 GROUND LEASE BY AND BETWEEN THE VILLAGE
OF FRANKLIN PARK AND UNITED STATES POSTAL SERVICE**

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 south of the railroad tracks that run parallel to Pacific and Franklin Avenues, and located adjacent to and east of Ruby Street and identified by portions of permanent index numbers (PINs) 12-21-427-032-0000 and 12-21-427-033-0000 and commonly known as 9720 Franklin Avenue, Franklin Park, Illinois, which is further depicted and legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the "*Premises*"); and

WHEREAS, the United States Postal Service (the "*Post Office*") operates a post office facility at 9720 Franklin Avenue, Franklin Park, Illinois and identified by permanent index number (PIN) 12-21-427-034-0000, and has proposed to lease the Premises for the purpose of vehicular parking connected with postal service operations pursuant to a Ground Lease by and between the Village of Franklin Park and United States Postal Service (the "*Lease*"), a copy of which is attached hereto and made a part hereof as Exhibit B, in accordance with the terms and conditions therein specified; and

WHEREAS, as customary practice and as part of the requirements of undertaking the Lease for the Premises, the Post Office is requiring the Village to enter into a Commission

Agreement (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit C, that requires the Village to pay the Post Office's broker's commission at a rate of 4% of the total rent to be paid by the Post Office for the Premises throughout the term of the Lease; and

WHEREAS, the Village 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 its residents to enter into the Lease for the Premises with the Post Office.

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 Ground Lease by and between the Village of Franklin Park and United States Postal Service, a copy of which is attached hereto and made a part hereof as Exhibit B, is hereby approved, with such necessary changes as may be authorized by the Village Attorney or Village President, with said changes and revisions therein contained being approved by the Corporate Authorities upon the execution and delivery of the Lease by the Village President.

Section 3. The Commission Agreement between the Village of Franklin Park and Jones Lang LaSalle Americas (Illinois), L.P. as co-broker to Jones Lang LaSalle Americas, Inc., a copy of which is attached hereto and made a part hereof as Exhibit C, is hereby approved, with such necessary changes as may be authorized by the Village Attorney or Village President, with said changes and revisions therein contained being approved by the Corporate Authorities upon the execution and delivery of the Agreement by the Village President.

Section 4. 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, the Lease and Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

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 April 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 April 2024.

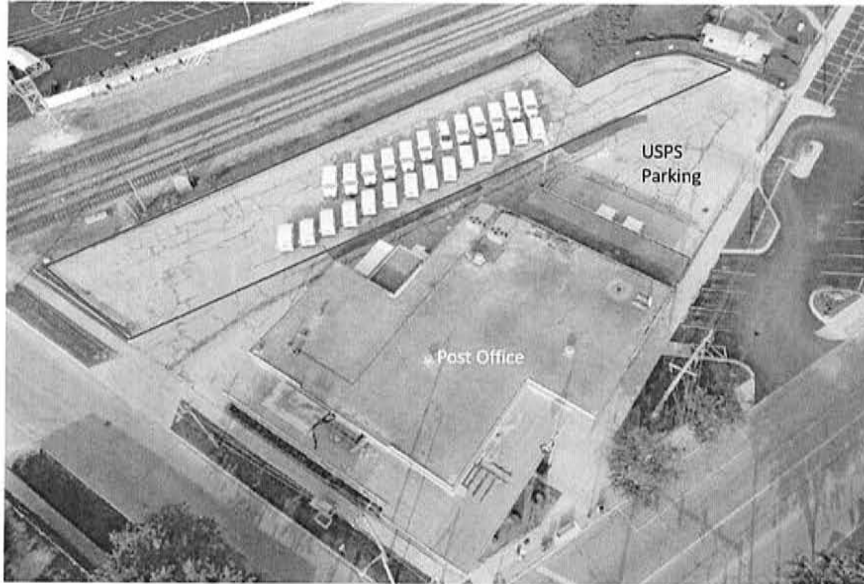
 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Premises
Map and Legal Description



approximately 14,519 SF of space

That part of Lot 'C' in Block 19 in Frank N. Gage's Addition to Franklin Park, a Subdivision in Section 21, Township 40 North, Range 12 East of the Third Principal Meridian, being described as follows: Beginning at the southwest corner of said Lot 'C'; thence North 00 degrees 35 minutes 08 seconds West along the west line of said Lot 'C', 61.04 feet to a line 10.00 feet southwesterly of (as measured in right angles) and parallel with the northeasterly line of said Lot 'C', thence South 67 degrees 08 minutes 52 seconds East, 228.00 feet along said parallel line; thence southeasterly 50.00 feet along a tangent curve to the right, having a radius of 46.50 feet, the chord of said curve bears South 36 degrees 20 minutes 37 seconds East, 47.63 feet to a point of reverse curvature, thence southeasterly 48.37 feet along said reverse curve to the left, having a radius of 70.00 feet, the chord of said curve bears South 25 degrees 20 minutes 07 seconds East, 47.41 feet to the southwesterly line of said Lot 'C'; thence North 67 degrees 08 minutes 52 seconds West along said southwesterly line of Lot 'C', 279.97 feet to the point of beginning in Cook County, Illinois. Said parcel containing 14,519 square feet, more or less (0.33 acres, more or less).

Exhibit B

Lease

Exhibit C
Agreement



Ground Lease

FRANKLIN PARK - ADDITIONAL PARKING (162892-004)
9760 FRANKLIN AVE, FRANKLIN PARK, IL 60131-9998



Ground Lease

Facility Name/Location

FRANKLIN PARK - ADDITIONAL PARKING (162892-004)
9760 FRANKLIN AVE, FRANKLIN PARK, IL 60131-9998

County: Cook

Lease: Q90000760657

This Lease made and entered into by and between VILLAGE OF FRANKLIN PARK hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof:

Total Site Area: 14,519.00

2. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$36,000.00 (Thirty Six Thousand and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:
VILLAGE OF FRANKLIN PARK
9500 W BELMONT
FRANKLIN PARK, IL 60131-2707

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:
FIXED TERM: The term becomes effective September 01, 2018 with an expiration date of March 31, 2029, for a total of 10 Years and 7 Months. SEE ADDENDUM #13

4. RENEWAL OPTIONS: None

5. TERMINATION:
None, except as specified elsewhere in this Lease.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

See Attached Addendum.

7. LEGAL DESCRIPTION:
See Attached Addendum

Facility Name/Location
FRANKLIN PARK - ADDITIONAL PARKING (162892-004)
9760 FRANKLIN AVE, FRANKLIN PARK, IL 60131-9998

County: Cook

7. LEGAL DESCRIPTION:

That part of Lot 'C' in Block 19 in Frank N. Gage's Addition to Franklin Park, a Subdivision in Section 21, Township 40 North, Range 12 East of the Third Principal Meridian, being described as follows: Beginning at the southwest corner of said Lot 'C'; thence North 00 degrees 35 minutes 08 seconds West along the west line of said Lot 'C', 61.04 feet to a line 10.00 feet southwesterly of (as measured in right angles) and parallel with the northeasterly line of said Lot 'C', thence South 67 degrees 08 minutes 52 seconds East, 228.00 feet along said parallel line; thence southeasterly 50.00 feet along a tangent curve to the right, having a radius of 46.50 feet, the chord of said curve bears South 36 degrees 20 minutes 37 seconds East, 47.63 feet to a point of reverse curvature, thence southeasterly 48.37 feet along said reverse curve to the left, having a radius of 70.00 feet, the chord of said curve bears South 25 degrees 20 minutes 07 seconds East, 47.41 feet to the southwesterly line of said Lot 'C'; thence North 67 degrees 08 minutes 52 seconds West along said southwesterly line of Lot 'C', 279.97 feet to the point of beginning in Cook County, Illinois. Said parcel containing 14,519 square feet, more or less (0.33 acres, more or less).

8. The Postal Service shall use and occupy the herein described premises solely for the purpose of vehicular parking connected with Postal Service Operations.

9. The Postal Service shall maintain the parking lot in good repair during the term of the lease at their sole cost.

10. The Postal Service has no obligation to pay any taxes or insurance associated with the premises.

11. The Postal Service agrees to furnish and pay for the timely removal of snow and ice from the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the postal facility for use by postal employees, contractors, or the public (including, but not limited to, stairs, handicap access, ramps, carrier ramps, etc.) during the continuance of the ground lease.

12. The Postal Service agrees to pay for all trash removal for the demised premises during the continuance of the ground lease.

13. The Parties acknowledge that the Postal Service occupied the Premises after August 31, 2018 -03 (Holdover Period) the expiration date of the lease dated 08/14/1998 (Prior Lease). Postal Service paid the rent due under the Prior Lease during the Holdover Period, and Landlord hereby waives any claim for rent during the Holdover Period.

14. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

Facility Name/Location
FRANKLIN PARK - ADDITIONAL PARKING (162892-004)
9760 FRANKLIN AVE, FRANKLIN PARK, IL 60131-9998

County: Cook
Lease: Q90000760657



Crosshatch: approximately 14,519 SF of USPS Exclusive Use space



EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: VILLAGE OF FRANKLIN PARK

Name + Title: Name + Title:

Name + Title: Name + Title:

Landlord's Address: 9500 W BELMONT
FRANKLIN PARK, IL 60131-2707

Landlord's Telephone Number(s): _____

Federal Tax Identification No.: XX-XXX5882

Witness Witness

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Jamie L Katerberg
Contracting Officer Signature of Contracting Officer

FACILITIES REAL ESTATE , MEMPHIS, TN 38120-2149
Address of Contracting Officer

Facility Name: FRANKLIN PARK-ADDITIONAL PARKING
Fin/Sub No: 162892-004
Address: 9760 FRANKLIN AVE
City, ST, ZIP: FRANKLIN PARK, IL 60131-9998

Real Estate Conflict of Interest Certification

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, _____ hereby certify to the Postal Service as follows:
[PRINT: name of potential Landlord/Supplier/Contractor]

- A. (Check all that apply) I am:
- (i) _____ A Postal Service employee;
 - (ii) _____ The spouse of a Postal Service employee;
 - (iii) _____ A family member of a Postal Service employee; (*Relationship*) _____
 - (iv) _____ An individual residing in the same household as a Postal Service employee;
 - (v) _____ I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing space or intending to lease space to the Postal Service; OR
 - (vi) _____ None of the above.
- B. (Complete as applicable):
- i. I have the following job with the Postal Service (*Title*) _____
(*Location*) _____
 - ii. My Spouse who works for the Postal Service holds the following job:
(*Title*) _____ (*Location*) _____
 - iii. My family member who works for the Postal Service holds the following job:
(*Title*) _____ (*Location*) _____
 - iv. My household member who works for the Postal Service holds the following job: ____
(*Title*) _____ (*Location*) _____
- C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.
- D. The person signing this certification has full power of authority to bind the potential Landlord/Supplier/Contractor named above.

Executed this _____ day of _____, 20__ by

BY: _____
[Insert Signature]

BY: _____
[PRINT: name of entity or person]

Title: _____
[Insert title]

Facility Name: FRANKLIN PARK-ADDITIONAL PARKING
Fin/Sub No: 162892-004
Address: 9760 FRANKLIN AVE
City, ST, ZIP: FRANKLIN PARK, IL 60131-9998

[INTERNAL USE ONLY: TM / RES: 1) If A(vi) 'none of the above' is selected, stop, file form with the lease. 2) If other items are selected, submit form to Ethics.help@usps.gov. File form and Ethics determination with the lease.]

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement;
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the U. S. Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;

- b. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-1, Privacy Protection (July 2007)

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 4-2, Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2009)

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.

March 06, 2024

COMMISSION AGREEMENT

This Agreement, made as of the last date written below, is between **VILLAGE OF FRANKLIN PARK** ("Lessor"), and **Jones Lang LaSalle Americas (Illinois), L.P.** ("Broker") as co-broker to **Jones Lang LaSalle Americas, Inc.** ("Agreement"), and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker for the lease ("Lease") between Lessor and the United States Postal Service ("Tenant") of that certain real property described as:

FRANKLIN PARK ADDITIONAL PARKING, 9760 FRANKLIN AVE, FRANKLIN PARK, IL
USPS Property ID 162892-004

1. Lessor will pay Broker, and Broker will accept as its full and only compensation for services rendered in connection with the Lease, an agreed upon rate that is in accordance with local business practices. The Lessor and Broker have agreed upon a commission equal to:

Annual Rent	Total Rent	Commission Rate	Amount Due
\$36,000.00	\$180,000.00	4%	\$7,200.00

2. The commission will be earned 100% upon full execution of the Lease and will be paid within thirty (30) days of execution without further condition or contingency.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any extension, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. **THE PARTIES HEREBY WAIVE TRIAL BY JURY.**
5. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the subject property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease or a lease is fully executed.
6. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
7. Lessor and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the subject property, it has not employed or dealt with any broker, agent, or finder other than Broker. Lessor and Broker shall each indemnify and hold the other harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.
8. Lessor and Broker agree not to disclose confidential financial information on commission, or any other information having an adverse effect on the agreement and will refrain from using the information for any other purpose than that for which it was furnished. The parties agree that there may be a client fee share, if allowed by applicable law.
9. Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits, or goodwill or other special, incidental, indirect, or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. In no event shall Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement.
10. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party.

BROKER:

Jones Lang LaSalle Americas (Illinois), L.P.

By: _____

Name and Title

Dated: _____

LESSOR:

VILLAGE OF FRANKLIN PARK

By: _____

Name and Title

Dated: _____