

Village of Forest Park, Illinois
517 Des Plaines Avenue
Forest Park, Illinois 60130
Phone: 708-366-2323 / Fax: 708-488-0361
Web: www.forestpark.net

Regular Village Council Meeting Agenda

June 26, 2023 – 7:00 p.m.

Meeting will be conducted In-Person and Via Zoom

You may listen to the meeting by participating in a Zoom conference call as follows:

Dial-In Number: 312-626-6799; Meeting ID 846 0667 9197; Passcode 917301 or by clicking here:

<https://us02web.zoom.us/j/84606679197?pwd=aS96L2lzNWVYTjBIL2hqKzFRVkg5Zz09>

Public Comments are required to be submitted to the Village Clerk in advance of the meeting:

In-Person Comments: Complete and submit Speaker Sign-In Form to Village Clerk prior to 7:00 p.m.

E-mail Comments: E-mail required to be sent to Village Clerk (vmoritz@forestpark.net) prior to 6:30 p.m.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - a. June 12, 2023 Village Council Meeting
 - b. June 12, 2023 Closed Session Meeting
4. PUBLIC COMMENT
5. COMMUNICATIONS
6. DEPARTMENT REPORTS
 - a. May 2023 Fire Department Report
7. BILLS BY RESOLUTION
 - a. Resolution Approving Payment of Bills Dated June 26, 2023
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - a. Presentation: Representatives from Purely Cold Storage and Warehousing, LLC (7500 Industrial Drive) will present request for Village Council endorsement of 6b Tax Classification for said property
 - b. Presentation: Concerned Van Buren Citizens – on behalf of The Grove Midrise Condominium Association will discuss their views regarding the future of the Village's Altenheim property
 - c. Presentation: Mr. Phil McKenna of Ryan, LLC and Village Attorney Brian Baugh will discuss the potential re-establishment of the Village's Brown Street TIF District commencing on January 1, 2024
 - d. Resolution Approving and Authorizing the Execution of a Consulting Agreement with Addendum By and Between the Village of Forest Park and Ryan, LLC (f/k/a Kane, McKenna and Associates, Inc.) Regarding the Study and Evaluation of Certain Areas Within the Village Located At or Near Harlem Avenue and Circle Avenue in Regards to a Potential Tax Increment Financing District
 - e. Resolution Approving Pay Request #1 for the 15th Street Sewer Separation Project (CDBG Project 2107-018) from John Neri Construction Company, Inc.
 - f. Resolution Approving Pay Request #1 (Final) for the 2023 Alley Improvements Project from J. Nardulli Concrete, Inc.

- g. Resolution Authorizing the Execution of Pay Request #3 for the 2023 Water Main Project to Uno Construction Company, Inc. (Wilcox and Ferdinand)
 - h. Resolution Authorizing the Execution of Pay Request #2 for the Rehabilitation of the 500,000 Gallon Hydropillar High Water Tank at 7435 Franklin Street Project to Tecorp, Inc.
 - i. Resolution Authorizing the Execution of a Public Consulting Group Emergency Services Agreement Between the Village of Forest Park and Public Consulting Group, Inc.
 - j. Resolution Authorizing Acceptance and Execution of an Illinois Department of Transportation Sustained Traffic Enforcement Program (STEP) for High Visibility Enforcement (HVE) Grant for FY 24
 - k. Ordinance Amending Sections 6-4-4 and 6-5-10 of Chapter 5 of Title 6 of the Municipal Code of the Village of Forest Park (Designated Parking Permit Lots and Parking Permit Fee Update)
 - l. Ordinance Waiving Bid and Authorizing the Acceptance of a Five (5) Year Lease Contract with ChargePoint, Inc. for the Leasing, Installation and Warranty of a Dual Plug EV Charging Station Within the Village of Forest Park
 - m. Ordinance Waiving Bid and Authorizing the Acceptance of a Proposal from Lyons and Pinner Electric Companies for the Electrical Service Required for the Installation of One (1) EV Charging Station Within the Village of Forest Park
 - n. Ordinance Waiving Bid and Authorizing the Acceptance of a Proposal for Concrete Work for Installation of an EV Charging Station By and Between Robert R. Andreas & Sons, Inc. and the Village of Forest Park
 - o. Motion to Authorize Village Administrator to Execute Engagement Agreement with Law Firm Regarding Proposed Litigation Discussed at June 12, 2023 Closed Session Meeting
 - p. Motion to approve Kiwanis Club request to conduct Peanut Days Fundraiser September 14-17, 2023
 - q. Motion to approve Historical Society of Forest Park request for banner and raffle – June & July, 2023
10. ADMINISTRATOR’S REPORT
11. COMMISSIONER REPORTS
12. ADJOURNMENT

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, JUNE 12, 2023**

Mayor Hoskins led all assembled in the Pledge of Allegiance at 7:00 p.m.

ROLL CALL

Commissioners Maxham, Nero, Melin-Rogovin and Mayor Hoskins answered the Roll Call. Commissioner Voogd was absent.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the minutes from the May 22, 2023, Regular Meeting of the Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Voogd

The motion carried.

PUBLIC COMMENT

Mr. Joseph Sullivan, owner of Duffy's Tavern requested the expansion of operating hours until 2:00 a.m. on Thursday, Friday and Saturday nights, in addition to the request to allow the service of alcoholic beverages without food on the sidewalk.

Mr. Mark Boroughf requested that the Village Council table the installation of an additional flag pole at Village Hall due to the cost.

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

None

APPROVAL OF BILLS:

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution for the payment of bills be adopted. The bills totaled \$590,998.02.

**R-44-23
RESOLUTION FOR THE
PAYMENT OF BILLS IN THE
AMOUNT OF \$590,998.02
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Voogd
The motion carried.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Ordinance fixing the salaries for the Officials and Employees of the Village of Forest Park from and after May 1, 2023, be adopted.

**O-25-33
ANNUAL SALARY
ORDINANCE
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Voogd
The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Maxham that the Resolution approving addendum No. 1 to the specifications and authorizing the advertising of bids for the amended Village of Forest Park water tower and Belvidere Avenue paving projects be adopted.

**R-45-23
RESOLUTION AMENDING
SPECIFICATIONS TO
PAVING PROJECTS
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Voogd
The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Maxham that the Resolution authorizing the award for the Water Tower Paving Project contract to Chicagoland Paving, Inc. be adopted.

**R-46-23
RESOLUTION
AUTHORIZING AWARD OF
WATER TOWER PAVING
PROJECT
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Voogd
The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Maxham that the Resolution authorizing the execution of Pay Request #2 for the 2023 Water Main Project to Uno Construction Co., Inc. be adopted.

**R-47-23
RESOLUTION
AUTHORIZING PAY
REQUEST #2 FOR WATER
MAIN PROJECT
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Voogd
The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Maxham that the Resolution approving and authorizing the execution of a professional design engineering services proposal for the Community Center and Village Hall parking lots resurfacing project by and between the Village of Forest Park and Christopher B. Burke Engineering, Ltd. be adopted.

**R-48-23
RESOLUTION APPROVING
ENGINEERING FOR
PARKING LOTS PROJECT
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Voogd
The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Resolution adopting the village's outdoor flag policy be adopted.

**R-49-23
RESOLUTION APPROVING
FLAG POLICY
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Voogd
The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin to direct the Public Works Department to install an additional flag pole adjacent to the existing flag pole at Village Hall

**MOTION TO DIRECT
PUBLIC WORKS TO
INSTALL ADDITIONAL
FLAG POLE AT VILLAGE
HALL
FAILS**

ROLL CALL:

AYES: Commissioner Melin-Rogovin and Mayor Hoskins

NAYES: Commissioners Maxham and Nero

ABSENT: None

The motion failed.

It was jointly moved by Commissioners Maxham and Melin-Rogovin to approve the request from the Park District of Forest Park to close Harrison Street on July 4, 2023, to accommodate their Fireworks Display.

**PARK DISTRICT REQUEST
TO CLOSE HARRISON
STREET FOR FIREWORKS
DISPLAY
APPROVED BY MOTION**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Voogd

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Nero to approve the raffle license application submitted by the Community Center for split-the-pot raffles at Groovn' in the Grove events this summer

**COMMUNITY CENTER
RAFFLE LICENSE
APPLICATION
APPROVED MOTION**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Voogd

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Nero to authorize and ratify the mayor's signature on agreements with Chicago Botanic Garden and Paramount Theatre Group for functions organized by the Community Center.

**COMMUNITY CENTER
AGREEMENTS
RATIFIED AND APPROVED
BY MOTION**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Voogd

The motion carried.

ADMINISTRATOR'S REPORT:

Administrator Amidei announced that the village is looking at replacing the water meters in town with smart meters, which are capable of detecting leaks and reminded property owners to do an annual water leak self-audit. The administrator advised that different types of waste should not be co-mingled, such as trash with yard waste or recycling. In the past, Republic Services has been taking co-mingled waste with the trash truck. Going forward, the can will receive a sticker and will not be picked up. Last, the village has received notice that they are going to receive a \$2 million loan forgiveness from the Illinois EPA, targeted for lead water service line replacements.

COMMISSIONER'S REPORTS:

Commissioner Maxham expressed her gratitude to Fire Chief Chiappetta for bringing her to the Cicero Burn Tower, where the commissioner suited up and participated in fire training.

Commissioner Nero reported that home sales in Forest Park are strong and it would be good to keep it that way. The commissioner encouraged property owners to keep their property maintained and in order to avoid promoting the rodent population.

Commissioner Melin-Rogovin reported that she attended the following:

- WCMC Training for newly elected officials
- Equality/Pride Brunch, where she met Illinois' Lieutenant
- District 91 PTO Year-end event at Let's Play Work
- Special Olympics Torch Run supporting police and firefighters raising funds for Illinois Special Olympics
- Memorial Day observances at Woodlawn Cemetery and Forest Park Park District.
- Juneteenth Family Pool Party
- Standing for Ryan Fundraiser with Forest Park Firefighters
- Meetings with the Public Works Director, Residents of the Grove and the Forest Park Marketing Committee
- The kickoff for the Library's summer reading program.

Mayor Hoskins congratulated the elected officials for perfect attendance at the Memorial Day Ceremony at the Park, thanking the American Legion for hosting the event. The mayor further reported that he attended the graduation of the Leadership Lab of Oak Park and River Forest. He thanked Firefighters Local 2753 for holding the Stand with Ryan fundraiser at Shanahan's this week. The Green Town Conference, in conjunction with the C-4 collaborative, and all of the elected officials should have received a calendar invitation. Last the mayor was contacted by a delegation from Albania about holding an exhibition soccer match here in Forest Park, where the prefect (mayor) of Vlore, Albania was playing in the match. He visited village hall, where he received different gifts from Forest Park, and presented the mayor with a plaque of the Albanian Independence statue and suggested the village explore a sister city relationship with the town of Vlore, Albania.

ADJOURNMENT

There being no further business to be addressed, Commissioner Nero moved and Commissioner Maxham seconded to adjourn into closed session, pursuant to 5 ILCS 120/2(c)(1) to consider probable or imminent litigation, compensation of specific employees and collective bargaining matters. The motion carried.

Mayor Hoskins declared the meeting adjourned at 7:51 P.M.

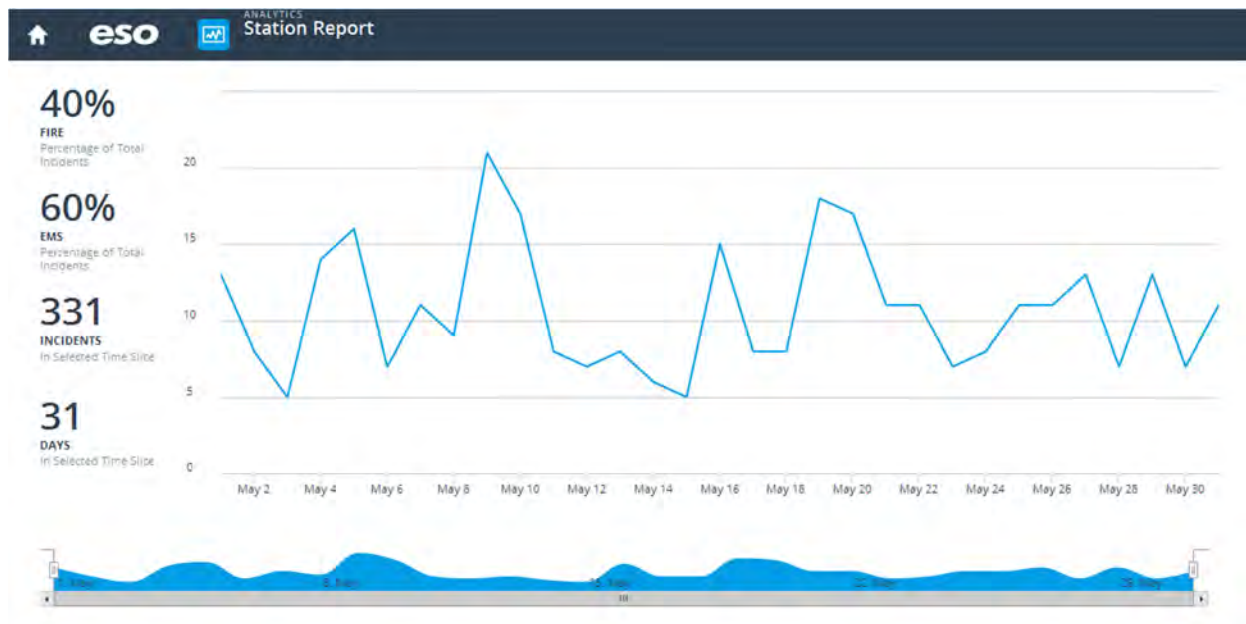
Respectfully submitted,

Vanessa Moritz, Village Clerk

**FOREST PARK
FIRE DEPARTMENT**



MAY 2023



Calls

The Fire Department responded to 331 calls in the month of May. That is an average of 10 calls per day for the month. 60% of the calls were for EMS. 40% were for fire/service calls.

Major Incidents:

05/07/2023	1929 East Ave – Berwyn - Structure Fire
05/08/2023	1005 Desplaines- Forest Park- Elevator fire
05/12/2023	717 S Lombard- Oak Park – Structure Fire
5/22/2023	Madison @ Desplaines River- Vehicle crash

5-7-23 1929 East Ave – Berwyn - Structure Fire



Assisted with overhaul and ventilation.

05/08/2023

1005 Desplaines- Forest Park- Elevator fire



Crews cleaned up and ventilated small rubbish fire.

05/12/2023

717 S Lombard- Oak Park – Structure Fire

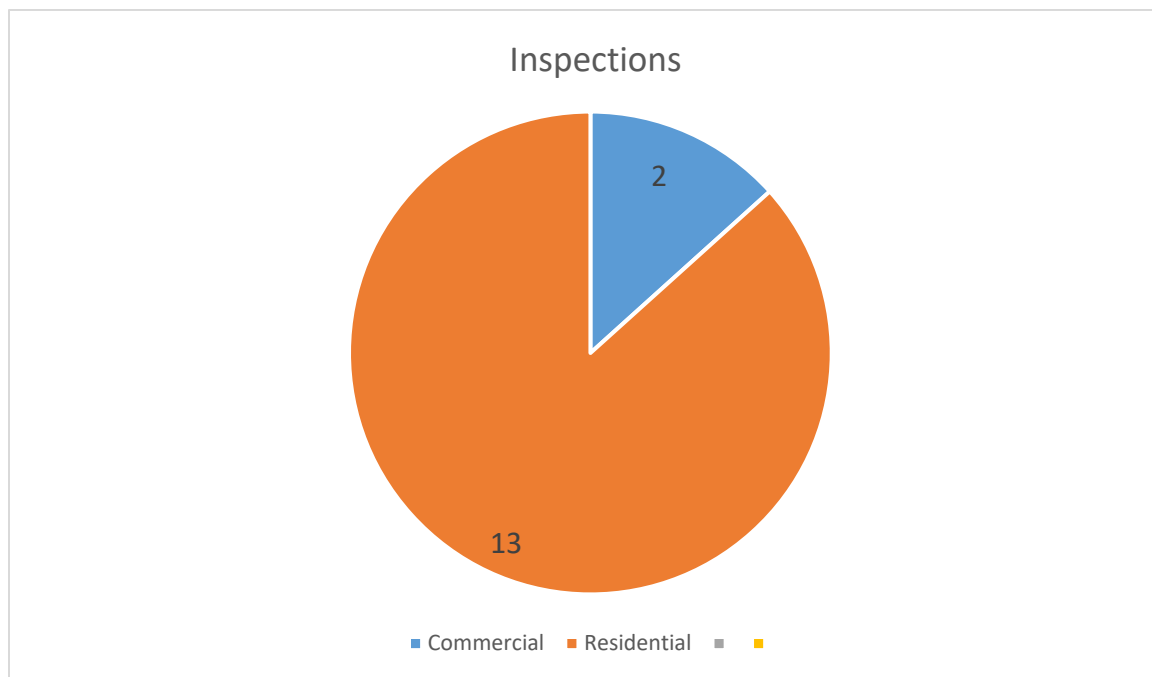


401 assisted with ventilation and overhaul.

5/22/2023 Madison @ Desplaines River- Vehicle crash



Forest Park FD crews treated and transported the driver and stabilized the vehicle. Searched for other possible occupants.



Inspections

Residential inspections= 13

Commercial inspections total = 2

Training

May 2023

FPFD

- | | |
|--------------------------|------|
| • EMS | 9 |
| • Truck Ops Class | 2.75 |
| • Truck Ops Practical | 5 |
| • Building Construction | 4.5 |
| • Burn Tower | 12 |
| • New Firefighter Skills | 40 |

Total = 73.25

Outside Drills

Total = 0

Other Activities

- | | |
|--------------------------|----|
| ○ Meeting | 8 |
| ○ Data Base | 17 |
| ○ Seminars | 0 |
| ○ Scheduling | 5 |
| ○ General Administration | 20 |

Total = 50

Child Safety Seat Installations – 1 Car seat was installed in May

Community Involvement- We had 1 station tour and participated in the Memorial Day parade in River Forest.

The Forest Park Fire Department welcomes 2 new Firefighter Paramedics on May 1st:

FF/PM Matt Bakke



FF/PM – Adrian Bala



MABAS Division 11 conducted its annual live fire training in Cicero at the burn tower. As a member the Forest Park Fire Department participated in the company evolutions.

Commissioner Maxham accepted our invitation to come watch, and actually participated. Thank you Commissioner Maxham.





Getting ready to make entry for extinguishment and search evolutions



Crews getting roof work in on a training prop



Crews getting roof work in on a training prop



Commissioner Maxham all ready to go.



RESOLUTION No.

BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, that we dispense with the reading of the individual bills inasmuch as each department head has approved and signed bills in the following aggregate amount for their respective departments.

Refunds and Allocations	\$ 3,530.40
Public Affairs	\$ 34,653.49
Police Department	\$ 3,872.23
Community Center	\$ 320.40
Accounts & Finance (Clerks Office)	\$ 21,948.97
Accounts & Finance (Fire Department)	\$ 684.26
Department of Health & Safety	\$ 2,438.54
Streets and Public Improvements	\$ 103,914.63
Public Property	\$ 20,930.48
Seizure	\$ 1,293.99
Federal Customs	\$ 8,323.03
TIF	\$ 459,649.79
VIP	\$ 370,474.41
Water Department	\$ 743,151.17
TOTAL	\$ 1,775,185.79

ADOPTED BY THE Council of the Village of Forest Park this 26th Day of June, 2023.

Ayes:

Nays:

Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-4220-300	Tatianna Allen	06/07/2023	115.00
100-00-000-4230-135	John Dominick	06/06/2023	300.00
100-00-000-4450-121	Passport Labs Inc	05/31/2023	118.03
100-00-000-4450-130	Passport Labs Inc	05/31/2023	2,816.07
100-00-000-4450-140	Passport Labs Inc	05/31/2023	181.30
Refunds and Allocations			3,530.40



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-305	Saber-Toothed Computing	02/14/2023	140.00
100-10-101-6120-121	Burke Beverage Inc	06/14/2023	256.79
100-10-101-6120-150	Ed's Way Food Store	05/31/2023	9.96
100-10-101-6120-150	Forest Park Arts Alliance	06/14/2023	10,000.00
100-10-101-6120-150	Leonard Branding and Design	06/12/2023	700.00
100-10-101-6120-150	Kevin J. Wood	06/08/2023	150.00
100-10-101-6120-160	Forest Printing Company	06/05/2023	653.80
100-10-101-6120-305	Darien Marion-Burton	06/06/2023	425.00
100-10-101-6120-305	Forest Pk. Chamber of Commerce	06/14/2023	176.00
100-10-101-6120-305	Westgate Flower and Plant Shop	05/24/2023	106.49
100-10-101-7000-150	Telcom Innovations Group LLC	06/05/2023	72.50
100-11-111-6100-105	Christopher Burke Engineering LTD	06/01/2023	270.00
100-11-111-6100-120	Techno Consulting Inc	06/01/2023	3,500.00
100-11-111-6110-110	Springbrook Holding Company LLC	06/08/2023	17,280.45
100-11-111-6110-110	Springbrook Holding Company LLC	06/13/2023	12.50
100-11-111-6110-110	Techno Consulting Inc	06/01/2023	900.00
	Public Affairs		34,653.49



Account Number	Vendor	Invoice Date	Amount
100-00-000-2002-006	Municipal Collection Services	05/31/2023	33.20
100-12-121-6120-305	Westgate Flower and Plant Shop	05/24/2023	106.49
100-12-121-6145-305	Peterson-Bassi Chapels	06/26/2023	1,900.00
100-12-121-6145-306	Animal Care League	06/26/2023	900.00
100-12-123-6145-202	SCHAUERS HARDWARE	05/31/2023	19.92
100-12-123-6145-202	Steri-Clean Illinois	06/11/2023	160.00
100-12-123-6145-291	Mercury Systems Corp	05/26/2023	306.50
100-12-124-6150-114	Thomson Reuters-West	06/01/2023	446.12
	Police Department		3,872.23



Account Number	Vendor	Invoice Date	Amount
100-15-154-6170-102	Case Lots Inc	06/06/2023	320.40
	Community Center		320.40



Account Number	Vendor	Invoice Date	Amount
100-21-211-6140-104	Office 8	06/14/2023	244.95
100-21-211-6140-104	Quill	05/25/2023	80.02
100-21-211-6140-104	Quill	05/31/2023	32.53
100-21-211-6140-110	Forest Printing Company	06/07/2023	352.30
100-21-211-6140-110	Forest Printing Company	06/12/2023	1,145.64
100-21-211-6140-140	Quill	05/25/2023	77.08
100-21-211-6140-140	Quill	05/31/2023	76.20
100-21-211-6150-150	AT&T	06/01/2023	593.88
100-21-211-6150-150	AT&T	06/04/2023	82.34
100-21-211-6150-150	AT&T	06/07/2023	1,353.06
100-21-211-6150-150	AT&T LONG DISTANCE	06/04/2023	6.97
100-21-211-6190-003	POLICE PENSION FUND	06/13/2023	8,952.00
100-21-211-6190-004	Firefighters Pension Fund	06/13/2023	8,952.00
Accounts and Finance (Clerks Office)			21,948.97



Account Number	Vendor	Invoice Date	Amount
100-30-301-6140-200	SCHAUERS HARDWARE	05/31/2023	102.54
100-30-301-6140-200	SCHAUERS HARDWARE	05/31/2023	(16.18)
100-30-301-6140-200	Ed's Way Food Store	05/31/2023	27.92
100-30-301-6140-200	State Chemical Industrial Products	06/14/2023	203.65
100-30-301-7000-040	Air One Equipment Inc	06/13/2023	117.90
100-30-302-6110-200	Grainger Inc.	05/31/2023	98.43
100-30-302-6145-100	Air One Equipment Inc	06/14/2023	150.00
Accounts and Finance (Fire Department)			684.26



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Raymond Traynor	06/06/2023	585.00
100-40-402-6100-115	Muse Community + Design	05/31/2023	1,350.00
100-40-402-6141-003	Christopher Burke Engineering LTD	06/01/2023	275.00
100-40-402-6141-003	Christopher Burke Engineering LTD	06/01/2023	165.00
100-40-402-6141-003	Christopher Burke Engineering LTD	06/01/2023	55.00
100-40-410-6140-202	SCHAUERS HARDWARE	05/31/2023	8.54
Department of Health and Safety			2,438.54



Account Number	Vendor	Invoice Date	Amount
100-50-502-6140-202	SCHAUERS HARDWARE	05/31/2023	67.47
100-50-502-6185-108	SCHAUERS HARDWARE	05/31/2023	30.56
100-50-502-6185-108	JC Licht LLC	05/31/2023	269.98
100-50-502-6185-108	JC Licht LLC	06/01/2023	269.98
100-50-502-6185-108	JC Licht LLC	06/05/2023	269.98
100-50-502-6185-108	JC Licht LLC	06/08/2023	539.96
100-50-502-6185-108	JC Licht LLC	06/09/2023	134.99
100-50-502-6185-112	Republic Services #551	06/15/2023	2,800.00
100-50-502-6185-252	Kuusakoski US LLC	06/01/2023	1,735.15
100-50-502-6185-252	Kuusakoski US LLC	06/08/2023	1,541.40
100-50-502-6185-501	Republic Services #551	06/15/2023	43,506.18
100-50-502-6185-502	Republic Services #551	06/15/2023	30,757.48
100-50-502-6185-503	Republic Services #551	06/15/2023	4,324.46
100-50-502-6185-505	West Cook County Solid Waste	05/31/2023	17,667.04
Streets and Public Improvements			103,914.63



Account Number	Vendor	Invoice Date	Amount
100-55-552-6180-101	SCHAUERS HARDWARE	05/31/2023	42.26
100-55-552-6180-114	SCHAUERS HARDWARE	05/31/2023	217.22
100-55-552-6180-114	McAdam Landscaping	05/17/2023	24.00
100-55-552-6180-114	McAdam Landscaping	05/31/2023	48.00
100-55-552-6180-114	McAdam Landscaping	06/08/2023	910.00
100-55-552-6180-114	McAdam Landscaping	06/08/2023	376.00
100-55-552-6180-114	McAdam Landscaping	06/12/2023	345.00
100-55-553-6180-160	AEP Energy	05/27/2023	1,434.37
100-55-555-6180-100	SCHAUERS HARDWARE	05/31/2023	51.24
100-55-555-6180-100	Divina Stella	06/01/2023	425.00
100-55-555-6180-100	Gem Electronic Supply Inc	06/08/2023	21.60
100-55-555-6180-100	Quill	05/25/2023	15.99
100-55-555-6180-100	Quill	05/25/2023	218.97
100-55-555-6180-100	Quill	05/31/2023	30.67
100-55-555-6180-100	Quill	05/31/2023	190.63
100-55-555-6180-110	Comcast	06/02/2023	50.60
100-55-555-6180-110	Tim Stefl Inc	06/07/2023	180.23
100-55-555-6180-130	Comcast	06/01/2023	319.83
100-55-555-6180-130	Case Lots Inc	06/06/2023	108.30
100-55-555-6180-140	SCHAUERS HARDWARE	05/31/2023	40.35
100-55-555-6180-140	Comcast	05/28/2023	2.11
100-55-555-6180-140	Divina Stella	06/01/2023	125.00
100-55-555-6180-140	Tim Stefl Inc	06/13/2023	161.81
100-55-555-6180-150	SCHAUERS HARDWARE	05/31/2023	13.48
100-55-570-6155-101	BP	06/08/2023	1,046.88
100-55-570-6155-101	Superior Petroleum Marketers	06/12/2023	238.55
100-55-570-6155-106	SCHAUERS HARDWARE	05/31/2023	30.56
100-55-570-6155-106	Battery Service Corporation	03/20/2023	319.80
100-55-570-6155-106	Currie Motors Chevrolet	05/17/2023	598.68
100-55-570-6155-106	Currie Motors Chevrolet	05/17/2023	9.19
100-55-570-6155-106	Currie Motors Chevrolet	05/18/2023	122.52
100-55-570-6155-106	Currie Motors Chevrolet	05/18/2023	610.43
100-55-570-6155-106	Fleet Safety Supply	06/02/2023	701.11
100-55-570-6155-106	Factory Motor Parts Co	06/06/2023	17.57
100-55-570-6155-106	Factory Motor Parts Co	06/12/2023	155.26
100-55-570-6155-106	Factory Motor Parts Co	06/12/2023	312.74
100-55-570-6155-106	Standard Equipment Co.	06/05/2023	717.95



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Vermeer-Illinois Inc.	06/08/2023	173.48
100-55-570-6155-106	Zeigler Ford North Riverside	01/03/2023	492.50
100-55-570-6155-106	Zeigler Ford North Riverside	01/04/2023	14.94
100-55-570-6155-106	Zeigler Ford North Riverside	01/05/2023	14.94
100-55-570-6155-106	Zeigler Ford North Riverside	01/13/2023	257.84
100-55-570-6155-106	Zeigler Ford North Riverside	01/17/2023	42.09
100-55-570-6155-106	Zeigler Ford North Riverside	01/17/2023	152.00
100-55-570-6155-106	Zeigler Ford North Riverside	01/17/2023	(75.00)
100-55-570-6155-106	Zeigler Ford North Riverside	01/19/2023	18.18
100-55-570-6155-106	Zeigler Ford North Riverside	01/26/2023	84.33
100-55-570-6155-106	Zeigler Ford North Riverside	02/15/2023	447.30
100-55-570-6155-106	Zeigler Ford North Riverside	02/21/2023	115.93
100-55-570-6155-106	Zeigler Ford North Riverside	02/22/2023	66.66
100-55-570-6155-106	Zeigler Ford North Riverside	03/07/2023	119.42
100-55-570-6155-106	Zeigler Ford North Riverside	03/08/2023	35.20
100-55-570-6155-106	Zeigler Ford North Riverside	03/08/2023	388.00
100-55-570-6155-106	Zeigler Ford North Riverside	04/13/2023	110.14
100-55-570-6155-106	Zeigler Ford North Riverside	04/17/2023	38.80
100-55-570-6155-106	Zeigler Ford North Riverside	04/19/2023	346.00
100-55-570-6155-106	Zeigler Ford North Riverside	04/26/2023	250.16
100-55-570-6155-106	Zeigler Ford North Riverside	04/26/2023	(100.00)
100-55-570-6155-106	Zeigler Ford North Riverside	04/27/2023	126.00
100-55-570-6155-106	Zeigler Ford North Riverside	05/04/2023	68.54
100-55-570-6155-106	Zeigler Ford North Riverside	05/15/2023	109.60
100-55-570-6155-106	Zeigler Ford North Riverside	05/23/2023	63.86
100-55-570-6155-106	Zeigler Ford North Riverside	05/23/2023	215.27
100-55-570-6155-112	Currie Motors Chevrolet	05/24/2023	170.00
100-55-570-6155-112	Currie Motors Chevrolet	05/30/2023	300.00
100-55-570-6155-112	Standard Equipment Co.	06/06/2023	797.21
100-55-570-6155-112	Zeigler Ford North Riverside	11/02/2022	838.45
100-55-570-6155-112	Zeigler Ford North Riverside	02/02/2023	2,426.98
100-55-570-6155-202	Berwyn Garage	05/10/2023	964.68
100-55-570-6155-202	Berwyn Garage	05/11/2023	99.55
100-55-570-6155-202	Berwyn Garage	05/19/2023	1,123.54
100-55-580-6155-120	SCHAUERS HARDWARE	05/31/2023	17.99
100-55-585-6180-322	Westchester Lock & Key Service Inc	06/13/2023	382.00
Public Property			20,930.48



Account Number	Vendor	Invoice Date	Amount
230-00-000-6900-230	J.G. Uniforms	06/07/2023	190.00
230-00-000-6900-230	Ray O'Herron Co Inc	05/31/2023	200.00
230-00-000-6900-230	Ray O'Herron Co Inc	06/05/2023	23.99
230-00-000-6900-230	Ray O'Herron Co Inc	06/05/2023	880.00
		Seizure	1,293.99



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	PowerDMS Inc	07/01/2023	6,604.03
232-00-000-6900-232	George Hickey	06/16/2023	224.00
232-00-000-6900-232	Motorola Solutions StarCom21 Network	06/01/2023	120.00
232-00-000-6900-232	North East Multi-Reg Training	06/01/2023	125.00
232-00-000-6900-232	Saber-Toothed Computing	05/10/2023	1,250.00
	Federal Customs		8,323.03



Account Number	Vendor	Invoice Date	Amount
302-00-000-6100-115	Springbrook Holding Company LLC	06/08/2023	1,217.97
302-00-000-6185-700	Christopher Burke Engineering LTD	06/01/2023	3,336.75
302-00-000-6185-700	Tecorp Inc	06/08/2023	450,786.50
304-00-000-6100-115	Springbrook Holding Company LLC	06/08/2023	1,217.97
304-00-000-6180-114	McAdam Landscaping	06/08/2023	911.00
304-00-000-6185-700	Christopher Burke Engineering LTD	06/01/2023	180.00
304-00-000-6185-700	Irrigation Systems Halloran & Yauch Inc	06/10/2023	781.63
309-00-000-6100-115	Springbrook Holding Company LLC	06/08/2023	1,217.97
		TIF	459,649.79



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-105	Christopher Burke Engineering LTD	06/01/2023	270.00
312-00-000-6100-115	Springbrook Holding Company LLC	06/08/2023	1,217.97
312-00-000-6180-114	McAdam Landscaping	06/08/2023	911.00
312-00-000-7000-108	Christopher Burke Engineering LTD	06/01/2023	6,534.17
312-00-000-7000-108	John Neri Construction Co Inc	06/15/2023	46,917.93
312-00-000-7000-109	Christopher Burke Engineering LTD	06/01/2023	1,567.75
312-00-000-7000-109	Uno Construction Co Inc	06/15/2023	10,540.00
312-00-000-7000-312	Christopher Burke Engineering LTD	06/01/2023	11,556.00
312-00-000-7000-312	Christopher Burke Engineering LTD	06/01/2023	750.00
312-00-000-7000-312	K-Five Hodgkins LLC	05/31/2023	34.30
312-00-000-7000-312	K-Five Hodgkins LLC	05/31/2023	66.58
312-00-000-7000-312	K-Five Hodgkins LLC	05/31/2023	67.92
312-00-000-7000-312	J. Nardulli Concrete Inc	06/15/2023	289,293.54
312-00-000-7000-312	JC Licht LLC	06/12/2023	536.69
312-00-000-7000-312	JC Licht LLC	06/12/2023	210.56
		VIP	370,474.41



Account Number	Vendor	Invoice Date	Amount
501-80-800-6100-105	Christopher Burke Engineering LTD	06/01/2023	720.00
501-80-800-6100-105	Christopher Burke Engineering LTD	06/01/2023	450.00
501-80-800-6110-105	Springbrook Holding Company LLC	06/08/2023	20,963.48
501-80-800-6110-105	Springbrook Holding Company LLC	06/13/2023	128.00
501-80-800-6150-154	Com Ed	05/30/2023	123.85
501-80-800-6150-154	Constellation Energy Services Inc	05/26/2023	2,417.07
501-80-800-6150-154	Constellation Energy Services Inc	05/30/2023	956.58
501-80-800-6150-156	NICOR	06/06/2023	55.43
501-80-800-6150-156	NICOR	06/07/2023	117.62
501-80-800-6155-110	SCHAUERS HARDWARE	05/31/2023	5.39
501-80-800-6800-100	City of Chicago	06/09/2023	154,666.72
501-80-800-6800-111	Suburban Laboratories Inc	05/31/2023	795.50
501-80-800-6800-151	Centurion Plumbing Company	06/16/2023	2,319.44
501-80-800-6800-151	Clear View	06/09/2023	5,049.88
501-80-800-7000-010	John Neri Construction Co Inc	06/15/2023	196,137.46
501-80-800-7000-010	J. Nardulli Concrete Inc	06/15/2023	146,591.25
501-80-800-7000-010	Uno Construction Co Inc	06/15/2023	89,527.50
501-80-800-7000-020	Christopher Burke Engineering LTD	06/01/2023	18,655.50
501-80-800-7000-020	Christopher Burke Engineering LTD	06/01/2023	1,567.75
501-80-800-7000-020	John Neri Construction Co Inc	06/15/2023	13,175.00
501-80-800-7000-020	Uno Construction Co Inc	06/15/2023	88,727.75
Water Department			743,151.17

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

June 26, 2023

Issue Statement

Request for Village Council Policy Direction

Representatives from Purely Cold Storage and Warehousing, LLC (7500 Industrial Drive) will present request for Village Council endorsement of 6b Tax Classification for said property

Background

On April 13, 2020, the Forest Park Village Council passed Resolution R-22-20; said resolution noted the Village Council's consent and support of the filing of a 6b Application by 7500 Industrial East, LLC regarding the property located at 7500 Industrial Drive, Forest Park, Illinois.

7500 Industrial East, LLC, acquired title to the subject property back in May of 2019. According to their 2019 6b Application, the intended end user of the site, following an interior build-out, would utilize the property for "...warehousing, manufacturing, assembly and distribution of its cleaning and disinfecting products..."

The 6b program is an economic development tool/incentive program offered by the Cook County Assessor's Office. According to the Assessor's Official Webpage, "... (6b's are) designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and the industrial reutilization of abandoned buildings..."¹

As staff understands it, 7500 Industrial East, LLC did file their 6b application with the County Assessor's Office; said application is still open and pending. Furthermore, some type of interior buildout did take place pursuant to their submitted 2019 interior buildout plans; staff has the understanding that the project never finished nor did 7500 Industrial East, LLC ever occupy the building.

In February of 2022, 7500 Industrial East, LLC sold the property to Purely Cold Storage and Warehousing, LLC (hereinafter, "Purely").

According to documents attached to this memo, Purely "...plans to use the property as its main warehousing and distribution center for its wholesale meat for sale. (Purely) purchase(s) bulk meat and delivers high-quality (hand-cut steaks) and chops to the finest steakhouses and residences across the nation. (Purely) is rooted in sourcing delicious and flavorful, heritage-bred, all natural, ethically raised meats to their customers nationwide."

A building permit was issued to Purely in 2022 to complete their interior buildout improvements; later in 2022, Purely also reached out to the Village regarding their interest in pursuing a 6b classification as the former property owner never completed the process.

First, the Village was not able to consider such a request due to the fact that Purely's use, prior to February 27, 2023, was not a permitted use in the Village's I-2 Zoning District. On said date, a zoning code text amendment

¹ https://www.cookcountyassessor.com/incentives-special-properties#_class6b

was approved by the Council that permitted said use (among others) in the noted zoning district via Ordinance O-12-23. For more information about this zoning code text amendment, please visit the following link: <https://www.forestpark.net/dfp/wp-content/uploads/2023/02/022723VillageCouncilPacket.pdf> (Page 133)

Village Staff along with Purely's attorneys also discussed their ability to file a 6b application with staff from the Cook County Assessor's Office.

In short, since the prior application is still open and pending with the Assessor's Office, Purely is permitted to file an amended application with their office. If no application were on file, Purely would not have been permitted to file a new application, especially in light of the fact that construction had already commenced.

Though not required by the Assessor's Office, Village Staff asked Purely to submit documentation (to the Village) in a similar fashion as the original applicant as part of their efforts to solicit the Village Council's consent and support to pass a supplemental resolution that endorses Purely's pursuit of a 6b classification for the property. Said documentation is attached hereto.

Representatives from Purely along with their attorney(s) will be present at the June 26, 2023 Village Council Meeting and will provide all in attendance an overview of their desire and need to obtain a 6b classification for the property. They were advised to cover the "but-for" aspect as part of their presentation and why the Village shall support this incentive opportunity.

Following the presentation and discussion, staff is asking for Village Council policy direction regarding their request. Should the Council support their pursuit of the 6b classification, a support resolution, similar to the 2020 version, will appear on a future agenda for the Council's consideration and action.

Attachments

- Documentation regarding the business and pursuit of 6b classification of Purely Cold Storage and Warehousing, LLC
- 2020 6b Documentation – 7500 Industrial East, LLC

BURKE, WARREN, MACKAY & SERRITELLA, P.C.

21st FLOOR AMA PLAZA
330 NORTH WABASH AVENUE
CHICAGO, ILLINOIS 60611-3607
TELEPHONE: (312) 840-7000
FACSIMILE: (312) 840-7900

Christopher E. Kentra, Esq.
Direct Dial Number
(312) 840-7112
ckentra@burkelaw.com

June 19, 2023

Via Email (mamidei@forestpark.net)

Village of Forest Park
Moses E. Amidei, Village Administrator
517 Des Plaines Avenue
Forest Park, Illinois 60130

***RE: Class 6b Resolution or Letter of Support
Purely Cold Storage and Warehousing, LLC ("Purely")
7500 Industrial Drive, Forest Park, Illinois 60130, PIN: 15-24-404-021-0000
("Property")***

Dear Mr. Amidei:

Our client, Purely, intends to develop the Property with a food processing facility (the "Proposed Project"). The Property has been abandoned and unused for approximately three and a half years. The Proposed Project has an estimated value of \$5,000,000.00 and will generate approximately 10-15 additional jobs. The Proposed Project is a positive development for the Village of Forest Park (the "Village").

Both the Village and the Cook County Board of Commissioners have already endorsed a 6b classification for the Property. Specifically, (i) on April 13, 2020, the Village approved Resolution No. R-22-20 supporting a Cook County Class 6b classification for the Property, finding that the Property was abandoned with "special circumstances" and finding that the Proposed Project would not occur "but for" the 6b incentive (the "2020 Village Resolution") and (ii) on September 23, 2021, the Cook County Board of Commissioners approved Resolution No. 21-4152, validating the Village's finding that the Property is deemed abandoned with special circumstances. The next step in the 6b process was for the property owner at that time (7500 Industrial East, LLC ("7500 East")) to commence and complete construction and, after construction or re-occupancy has occurred, file an "Incentives Appeal Form" with the County Assessor, formally requesting that the Property be reclassified to Class 6b.

7500 East commenced construction but, because of COVID-related financial issues and delays and other challenges, was unable to complete construction and, instead, decided to sell the Property. Purely purchased the Property on February 21, 2022 with the understanding that the 6b classification had been approved, and would not have purchased the property if it thought the 6b classification had not been approved. After closing, Purely promptly re-commenced construction/rehabilitation of the Property with the Proposed Project.

BURKE, WARREN, MACKAY & SERRITELLA, P.C.

Mr. Amidei, Forest Park Village Administrator
June 19, 2023
Page 2

Purely believes that all procedural steps necessary for the 6b classification have occurred, other than the filing of the Incentives Appeal Form, which cannot be filed until construction is complete and/or re-occupancy has occurred. However, because of the lapse of time since the 2020 Village Resolution, the Cook County Assessor desires that the Village re-affirm its support for the 6b through either a letter of support or a supplemental resolution. Without waiving any of its rights, Purely respectfully requests that the Village re-affirm its support through such a letter or resolution.

To assist the Village with its review, along with this letter, please find attached a copy of: (x) 7500 East's Revised Class 6b Eligibility Application submitted to the Assessor on April 22, 2022, which includes the 2020 Village Resolution (the "7500 East 6b Application") and (y) Purely's amended Class 6b Eligibility Application ("Purely 6b Application") containing Purely's business information and detailing Purely's intended plan to rehabilitate and occupy the Property with the Proposed Project. Note that the County Assessor is not requiring a new application; therefore, the Purely 6b Application is only for the Village's use and background.

The 6b classification is vital to the Proposed Project's viability. From a property tax standpoint, the Proposed Project cannot compete with Purely's competitors located in the collar counties. In addition, the Proposed Project represents a major expansion and investment for Purely, which is a small, minority-owned and woman-owned business. The 6b classification will help stabilize Purely's costs so it can reinvest into the business and remain competitive with other businesses in the industry. If the 6b classification cannot be secured, the Proposed Project is in jeopardy.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

/s/ *Christopher E. Kentra*

Christopher E. Kentra

cc: Joe Musillami, *Purely Cold Storage and Warehousing, LLC (via email)*
J. Diego Ledesma, Esq., *Burke, Warren, MacKay & Serritella, P.C. (via email)*
Matthew Norton, Esq., *Burke, Warren, MacKay & Serritella, P.C. (via email)*

Encl: 7500 East 6b Application
Purely 6b Application



CLASS 6B ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: Maribel Musillami Telephone: (312) 961-7381
Company: Purely Cold Storage and Warehousing, LLC
Address: 4848 W. Madison St.
City: Chicago State: IL Zip Code: 60644
Email: jmusillami@purelymeat.com; maribel@purelymeat.com

Contact Person (if different than the Applicant)

Name: Christoper Kentra Telephone: (312) 840-7112
Company: Burke, Warren, MacKay & Serritella, P.C.
Address: 330 N. Wabash Ave., Suite 2100
City: Chicago State: IL Zip Code: 60611
Email: ckentra@burkelaw.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 7500 Industrial Drive
Permanent Real Estate Index Number: 15-24-404-021-0000
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____
City: Forest Park State: IL Zip Code: 60130
Township: Proviso Existing Class: 593

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- ☐ New Construction (**Read and Complete Section A**)
- ☒ Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- ☒ Occupation of Abandoned Property - No Special Circumstance
(Read and Complete Section B)
- ☐ Occupation of Abandoned Property - With Special Circumstance
(Read and Complete Section C)
- ☐ Occupation of Abandoned Property - **(TEERM Supplemental Application)**
(Read and Complete Section C)
- ☐ Occupation of Abandoned Property - **(CEERM Supplemental Application)**
(Read and Complete Section C)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction
commencement (*excluding demolition, if any*): April 2022

Estimated date of construction completion: August 2023

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

☒ YES ☐ NO

When and by whom was the subject property last occupied prior to the purchase for value?

The building was mainly unoccupied but there was a small group of people there
Q4 of 2018 to wind things down and empty out any remaining assets

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation:	<u>August 2023</u>
Date of Purchase:	<u>February 25, 2022</u>
Name of purchaser:	<u>Purely Cold Storage and Warehousing, LLC</u>
Name of seller:	<u>7500 Industrial East LLC</u>
Relationship of purchaser to seller:	<u>None</u>

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of ***abandonment prior to purchase was less than 24 months***, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 3 continuous months and applicant will create or maintain at least 250 jobs for employees at the subject location**, complete section (2) and the **CEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? _____

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: _____
Date of purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☐ 24 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- ☐ 3 continuous months and maintain/create 250 employee jobs (*Eligible for Special Circumstance under CEERM*) - **Complete CEERM Supplemental Application**
- ☐ **Not Eligible for Special Circumstance if No purchase and less than 12 continuous months vacant, or not a CEERM**

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

TEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for TEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

*Under the **TEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

CEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for CEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.

The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.

*Under the CEERM Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving the Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created or maintained as a result of this development? 12-15

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 20-25 Part-time: 5

How many new permanent part-time jobs will be created as a result of this proposed development?

3-5

How many new permanent full-time jobs will be created as a result of this proposed development?

5-8

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (*or the County Board, if the real estate is located in an unincorporated area*) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of “special circumstances” from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant’s request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an “Incentive Appeal”.

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Signature

Date

Print Name

Title

LEGAL DESCRIPTION; SITE & BUILDING SQUARE FOOTAGE

Property: 7500 Industrial Drive, Forest Park, Illinois 60130

PIN: 15-24-404-021-0000

Legal Description

THE EAST 190 FEET (AS MEASURED ALONG THE NORTH LINE) OF LOT 7 AND THE WEST 10 FEET OF LOT 8 (AS MEASURED ALONG THE NORTH LINE), TAKEN AS A TRACT, IN FOREST PARK INDUSTRIAL CENTER, INC. RESUBDIVISION OF THAT PART OF BLOCKS 1 AND 2 AND LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14, TAKEN AS A TRACT, IN THE SUBDIVISION OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Site & Building Square Footage

The Property is approximately 30 years old and currently consists of an approximately 28,300 square foot industrial building located on approximately 97,100 square foot site.

Attached hereto, please find:

- Identification of Person(s) Having an Interest in the Property
- Industrial Use Statement
- Applicant's corporate letterhead, brochure, and advertising materials
- Contractor's Affidavit – Description and Cost of Substantial Rehabilitation
- ALTA Survey
- 1st floor plans
- Building permits
- Sales Contract
- Closing Disbursement Statement
- Recorded Deed (copy)
- Real Estate Transfer Declaration

Persons Having Interest in Property

- 1) Maribel Musillami, Manager

[REDACTED]

[REDACTED]

- 2) Joe Musillami, Chief Operating Officer

[REDACTED]

[REDACTED]

INDUSTRIAL USE

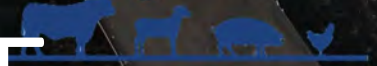
The Applicant plans to use the Property as its main warehousing and distribution center for its wholesale meat for sale. The Applicant purchase bulk meat and delivers high-quality hand cut steaks and chops to the finest steakhouses and residences across the nation. The Applicant is rooted in sourcing delicious and flavorful, heritage-bred, all natural, ethically raised meats to their customers nationwide.

The background of the advertisement features several pieces of high-quality, marbled red meat, likely beef, arranged on a dark, textured surface. A large, sharp knife is positioned diagonally on the right side of the image. The overall aesthetic is professional and emphasizes the quality of the meat.

PURELY MEAT COMPANY

Your connection to a family tradition of responsibly raised proteins, butchered with detail and care.

PURELY
Meat Co.



Maribel Musillami

President and founder of Purely Meat Company



Who we are...

A Certified minority owned and operated business led by Maribel Moreno Musillami.

Maribel was born and raised in East Los Angeles. In southern California she manage meat company which exported food products to Mexico. Her love of Latin culture and food later introduced her to her now husband, Joe Musillami. Joe also has a family tradition of being in the meat industry his whole life. Together, they have built Purely Meat Company.



Continuing the Family Tradition

Purely has over 80 years of quality hand cut meat and old-world butchery all beginning in their family run butcher shop on Taylor Street in Chicago.

In 2014 Purely Meat Company opened it's USDA inspected processing facility and culinary center.

We are dedicated to maintaining the “butcher shop hospitality” and preserving the traditions that made Chicago famous - quality meats, expert butchery and exceptional customer service.



OUR PROGRAMS

- G1 Certified Angus USDA Choice and Prime Beef
- Wagyu Beef
- European Style Dry Aged Proteins
- House Inspected “City Cut” Program fitting everyone’s budget
- Domestic and Imported Lamb and Veal
- Heritage Breed Pork
- Custom Blend Sausage and Burger Programs



Everyone Programs

Purely's passion and responsibility is to source the best-in-class meats globally that give our customers quality options to service their ever-changing markets and channels.

Chicago City Cuts is a high-quality beef program that is deliciously tender and has an excellent eating experience every time.

Chicago City Cuts Attributes:

- ❖ English cross breeds
- ❖ 100% Steers
- ❖ No cows accepted into the program.
- ❖ Grass fed and grain finished.
- ❖ Strict 100-day grain feeding protocols.
- ❖ Welfare Certified livestock
- ❖ Halal Accredited
- ❖ MSA graded beef – Meat Standards



Sourcing and Forecasting
in the best meat areas.
Corn Belt Sourced Choice
and Prime Beef

Better Genetics

Better Feed

Better Beef

Better Taste

Better Experience



G1 Certified Angus Beef

- The most recognized beef brand in the world.
- For a piece of beef to earn the “G1 CAB” Stamp, cattle must be graded to USDA Choice or Prime, but then also meet 10 additional grading standards
- A recognized beef with an “insurance policy” in flavor and tenderness.



Wagyu Beef from around the world

- Pure Bred Japanese Wagyu Beef
- Domestic, Australian, New Zealand, and South American
- Available in whole muscle and Individually packed portions



European Style Dry Aged Proteins

- Our European Style of dry aging beef starts with unaged beef that has never been cryovaced. There is no wet aging process before the dry aging process.
- The end result of this process is well balanced aromas with a much more consistent eating quality



Domestic and Imported Lamb

- Over 80 years of family relationships in the lamb industry gives Purely the highest quality lamb in the market
- Hand sized lamb from US, Australia, and NZ.





Custom Blend Sausages and Burgers

- Work with our team to create a custom burger or sausage recipe
- These can be used every day use or large volume special events.

Memories through Partnership

Allow us to create lifelong memories and learning experiences members of your team while connecting with farmers and ranchers in the Purely Meat network.



OUR PROMISE

Thoughtfully sourced, consistently produced and customer driven. The Purely Family is committed to providing you and your team the utmost confidence and unmatched quality that you can confidently stand behind.

We look forward to the opportunity to grow with you , gain your confidence and make a mark on our industry together.



CONTRACTORS AFFIDAVIT

Date:10-25-2022

Page 1 of 10

To: Whom it May Concern

Refence: 7500 Industrial Dr.
Forest Park IL 60130

Description of Proposed New Construction

New Meat Production Plant

Date of start: 6-27-2022

Date Of Completion: 01-30-2023

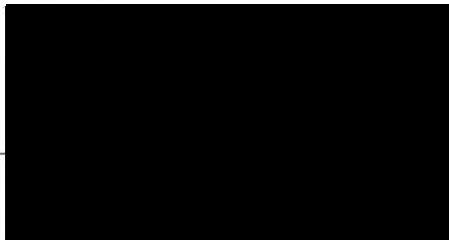
Cost Of Construction: \$ 1,974,500.00

Description : Construction of new office areas ,removal of concrete and dirt from interior of building, Installation of new plumbing underground Drains including new 1000 gallon grease trap, Install of new flooring for freezer floor, installing of new concrete for open areas that was removed previously, installation of sealers on all concrete floors, installation of new electric service to building 1200 amps 480v,Installation of new insulated walls for freezer and coolers including ceiling, installation of refrigeration systems , installation of all new lighting throughout new coolers and freezer areas, Installation of new roof top unit 5 ton Hvac, lunch room area, installation of new sprinkler system through out coolers and freezer area .

Plumbing Cost	165000
Electrical Cost	285000
HVAC Cost	42000
Refrigeration Cost	168000

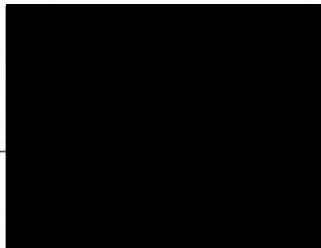
Insulated Panel Cost	580000
Insulated Door Cost	58000
Insulated wall and ceiling Install	175000
Sprinkler System Cost	127000
Flooring, Machine sand down concrete stain and sealers	117000
Buildout , walls, doors, windows, drywall, plastering paint,	
New Washroom, New Mechanical room	56000
New dock door	24000
Carpet tiles, base	9000
Complete kitchen exhaust system,	32000
Ansul system, fire suppression	3500
Kitchen equipment	18000
Racking systems	100000
Blueprint and permits	15000
Total cost of Renovations	\$ 1,974,500

Frank
Soumbasis



DATE 10-27-22

Notary:



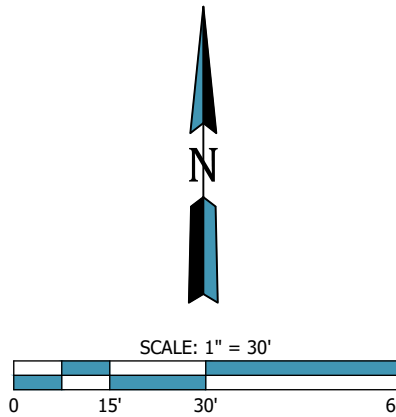
DATE 10-27-22



ALTA/NSPS LAND TITLE SURVEY

A PART OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN

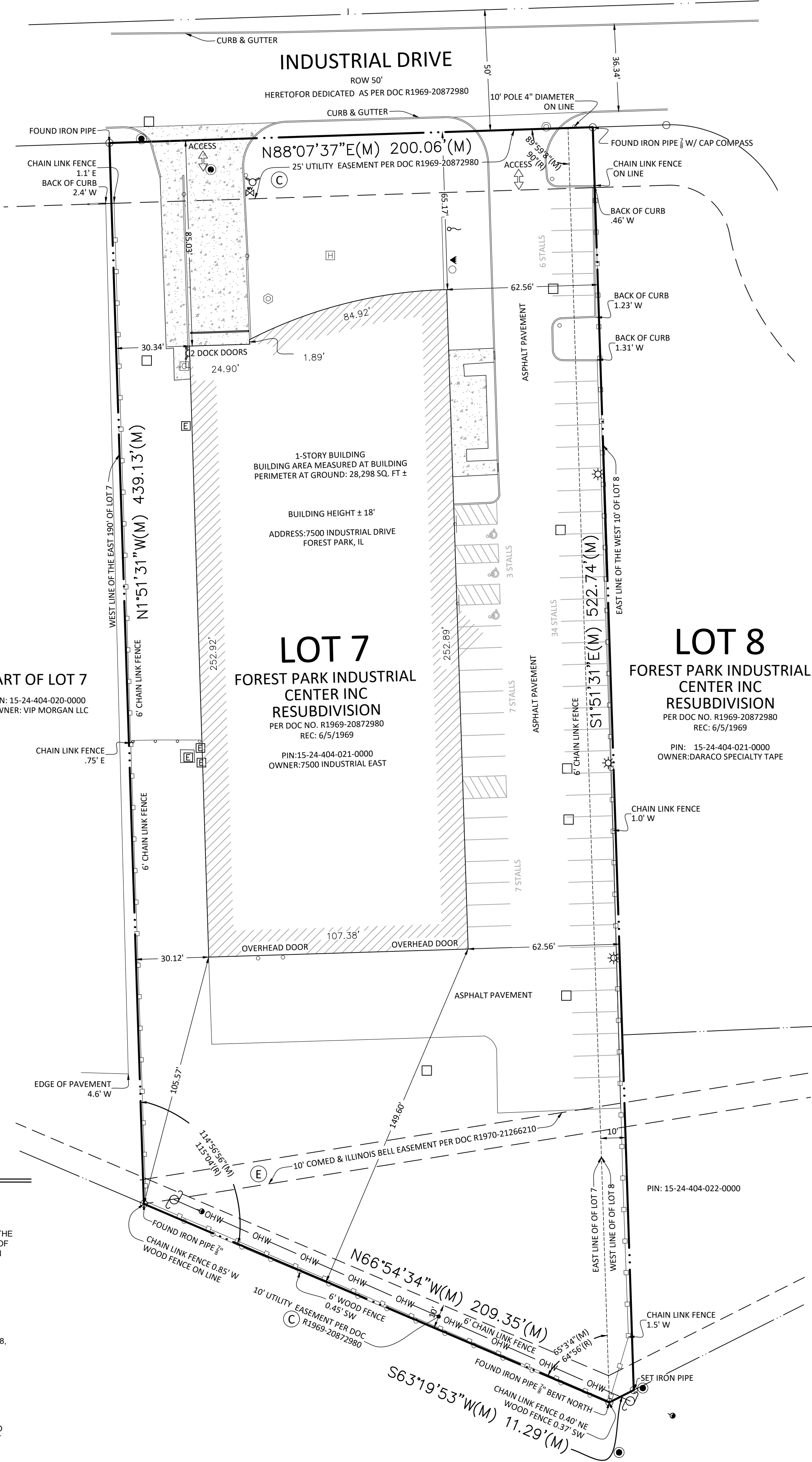
VICINITY MAP (NOT TO SCALE)



MEASURED BEARINGS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN DATUM OF 1983 ILLINOIS STATE PLANE EAST BASED ON GLOBAL NAVIGATION SATELLITE SYSTEM OBSERVATIONS

LEGAL DESCRIPTION

THE EAST 190 FEET (AS MEASURED ALONG THE NORTH LINE) OF LOT 7 AND THE WEST 10 FEET OF LOT 8 (AS MEASURED ALONG THE NORTH LINE), TAKEN AS A TRACT, IN FOREST PARK INDUSTRIAL CENTER INC. RESUBDIVISION OF THAT PART OF BLOCKS 1 AND 2 AND LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14, TAKEN AS A TRACT, IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



AREA TABLE

GROSS AREA
97,118 SQ.FT. ± 2.229 ACRES ±

LEGEND

- SANITARY MANHOLE
- STORM MANHOLE
- MANHOLE
- CATCH BASIN
- FIRE HYDRANT
- WATER VALVE
- POWER POLE
- GUY WIRE
- GAS METER
- ELECTRIC SERVICE
- LIGHT POLE
- BUILDING LIGHT
- FLAG POLE
- STREET SIGN
- WALL HYDRANT
- HAND HOLE
- IRON PIPE
- BOLLARD
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION
- CONCRETE MATERIAL
- DEPRESSED CURB

LINE LEGEND

- OHW — OHW — OHW — OHW — OVERHEAD WIRES
- GUARD RAIL
- WOOD FENCE
- CHAIN LINK FENCE
- BOUNDARY
- EXISTING LOTS
- RIGHT-OF-WAY
- CENTERLINE
- UNDERLYING LOT
- EASEMENT

TITLE COMMITMENT SCHEDULE B PART II EXCEPTIONS

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NUMBER: CCHI2109436LD
COMMITMENT DATE: DECEMBER 09, 2021

XX INDICATES ITEM PLOTTED ON DRAWING

ITEMS 1 THRU 14 & 18 THRU 25 (NOT SURVEY RELATED)

15. EASEMENT TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT RECORDED FILED AS DOCUMENT NO. 20872980, AFFECTING THE SOUTHWESTERLY 10 FEET OF LOT 7; THE NORTHERLY 25 FEET OF LOTS 7 AND 8; THE SOUTHERLY 10 FEET OF LOT 8; THE SOUTHEASTERLY 10 FEET OF LOT 8 AND THE SOUTHWESTERLY 25 FEET OF LOT 8.

AS PLOTTED HEREON

16. NOTICE OF REQUIREMENTS FOR STORM WATER DETENTION RECORDED OCTOBER 18, 1978 AS DOCUMENT NUMBER 24677420.

THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT

17. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED FILED AS DOCUMENT NO. 21266210.

AS PLOTTED HEREON

SURVEY NOTES

- THIS SURVEY SHOULD NOT BE CONSIDERED AS AN EXCLUSIVE SOURCE OF INFORMATION REGARDING THE PROPERTY'S LIMITS, RIGHTS OR RESTRICTIONS. THE FINDINGS OF THIS SURVEY ARE LIMITED TO FIELD OBSERVATIONS AND MEASUREMENTS, THE EXAMINATION OF DOCUMENTS PROVIDED TO THE SURVEYOR AND THE SURVEYOR'S PROFESSIONAL OPINION. THERE MAY BE SETBACK LINES, EASEMENTS AND BUILDING RESTRICTIONS NOT SHOWN HEREON OF WHICH THE SURVEYOR HAS NOT BEEN ADVISED. ALWAYS REFER TO YOUR ABSTRACT, DEED AND GUARANTEE POLICY AND LOCAL ORDINANCES.
- ALL AREAS ARE MORE OR LESS.
- COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCES AT ONCE.
- NO STATEMENT IS MADE CONCERNING SUBSURFACE CONDITIONS, THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
- THE UTILITIES SHOWN MAY NOT COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLY FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- ALL STATEMENTS AND INFORMATION SHOWN HEREON ARE TO THE SURVEYOR'S BEST KNOWLEDGE AND BELIEF.
- COMMITMENT FOR TITLE INSURANCE PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER CCHI2109436LD WITH AN EFFECTIVE DATE OF DECEMBER 09, 2021, WAS USED IN THE PREPARATION OF THIS SURVEY.
- LOCATIONS OF PERMANENT IMPROVEMENTS IN PROXIMITY OF THE PROPERTY LINE ARE SHOWN HEREON AS WELL AS A MEASUREMENT OF THE DISTANCE FROM WHICH SAID IMPROVEMENT(S) ARE IN RELATION TO THE PROPERTY LINE. THE SURVEYOR OFFERS NO OPINION REGARDING IF THE LOCATION OF SAID IMPROVEMENTS CONSTITUTES AN ENCROACHMENT, AS THE DETERMINATION OF AN ENCROACHMENT IS A MATTER OF LAW AND OWNERSHIP, WHICH ARE NOT MATTERS OF SURVEY.
- THE SURVEYOR OFFERS NO OPINION REGARDING THE VALIDITY OF THE DEDICATION PROCESS OF BUTTING RIGHTS-OF-WAY. ALL DEDICATIONS ARE DESCRIBED QUOTING THE LANGUAGE USED IN THE DOCUMENTS PROVIDED TO THE SURVEYOR.
- NO GAPS OR OVERLAPS WITH THE ADJACENT PROPERTIES ARE APPARENT BASED ON RECORD DOCUMENTS PROVIDED TO THE SURVEYOR AND EVIDENCE LOCATED IN THE FIELD.

ALTA SURVEY STANDARDS - TABLE A NOTES

- FOUND AND SET BOUNDARY MONUMENTS SHOWN HEREON.
- ADDRESS(ES) OF THE PROPERTY OBSERVED WHILE CONDUCTING THE FIELDWORK ARE SHOWN HEREON.
- THE SUBJECT PROPERTY IS WITHIN ZONES X, AS PER FEMA FLOOD INSURANCE RATE MAPS, MAP NUMBER 17031C0485J, WITH A MAP EFFECTIVE DATE OF AUGUST 19, 2008.
- GROSS LAND AREA OF THE SUBJECT TRACT IS SHOWN HEREON.
- ITEMS 6(A), 6(B), ZONING INFORMATION NOT PROVIDED TO SURVEYOR
- ITEMS 7(A), 7(B), 7(C), DIMENSIONS AND MEASUREMENTS ARE SHOWN HEREON.
- SUBSTANTIAL IMPROVEMENTS OBSERVED AT THE TIME THE FIELDWORK WAS PERFORMED ARE SHOWN HEREON.
- THE TOTAL NUMBER OF VISIBLE PARKING STALLS IS 57, WITH 54 REGULAR AND 3 HANDICAPPED STALLS.
- PER CONTRACTUAL AGREEMENT WITH THE CLIENT, ONLY SURFACE EVIDENCE OF UNDERGROUND UTILITIES ARE SHOWN HEREON.
- PARCEL OWNER INFORMATION IS SHOWN IS BASED ON PUBLICLY AVAILABLE ON-LINE TAX INFORMATION SOURCES.
- THE DISTANCE TO THE NEAREST INTERSECTING STREET IS SHOWN ON THE SITE MAP.
- NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- A PROFESSIONAL LIABILITY INSURANCE POLICY HAS BEEN OBTAINED BY THE SURVEYOR FOR THE DURATION OF THE CONTRACT OF THE SURVEY.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

TO:
7500 INDUSTRIAL EAST LLC, AN ILLINOIS LIMITED LIABILITY COMPANY,
PURELY COLD STORAGE AND WAREHOUSING, LLC, AN ILLINOIS LIMITED
LIABILITY COMPANY OR ITS NOMINEE OR ASSIGNEE:
CHICAGO TITLE INSURANCE COMPANY.

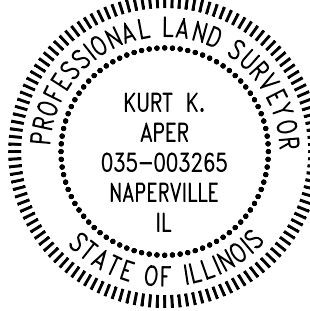
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A)&(B), 7(A), 7(B), 7(C), 8, 9, 11, 13, 14, 16, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 11, 2022.

DATE OF PLAT OR MAP 2/22/2022:

Kurt K. Aper
KURT K. APER (3265)

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003265
WEAVER CONSULTANTS GROUP

ALL ILLINOIS PROFESSIONAL LAND SURVEYOR LICENSES EXPIRE NOVEMBER 30, 2022.
DESIGN FIRM #184004485
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



No.	DATE	REVISION DESCRIPTION

ALTA/NSPS LAND TITLE SURVEY
7500 INDUSTRIAL DRIVE
FOREST PARK, ILLINOIS



WEAVER CONSULTANTS GROUP
NAPERVILLE, ILLINOIS 60563
(630) 717-4848
WWW.WCGRP.COM

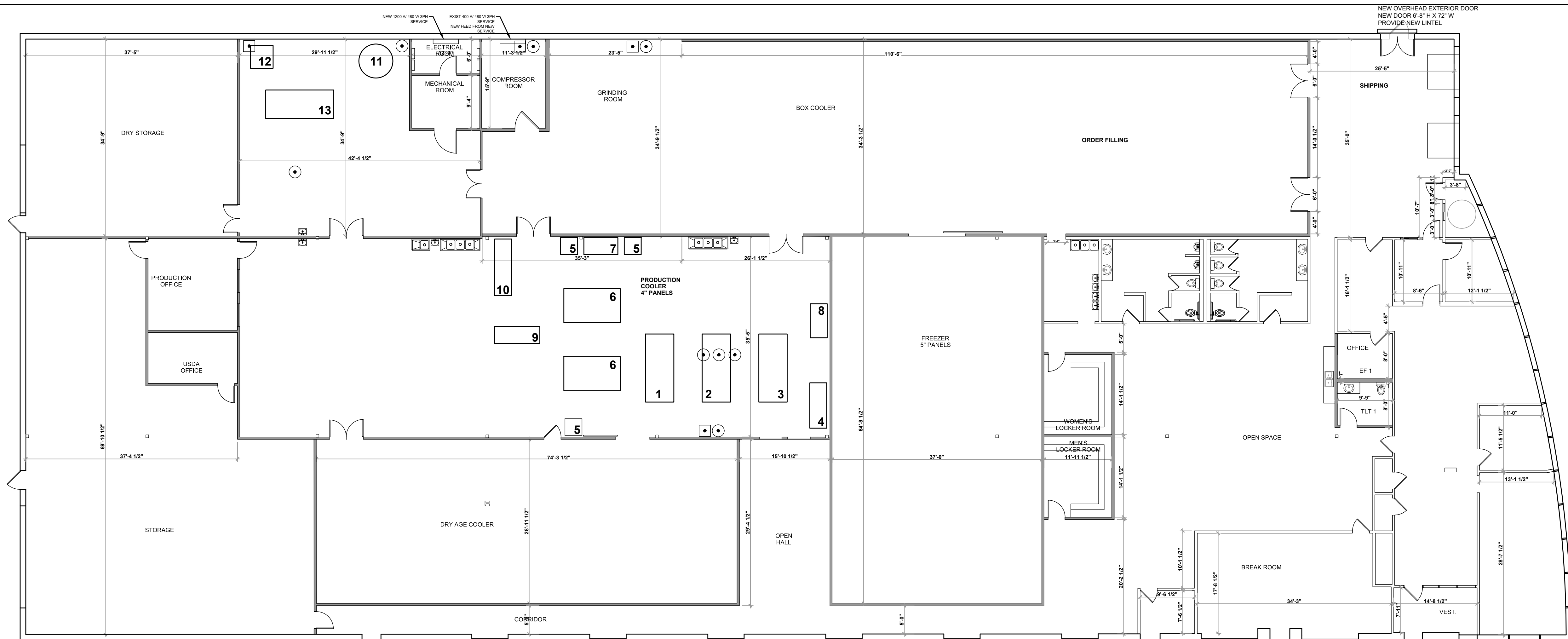
THIS DOCUMENT, AND THE DATA AND INFORMATION CONTAINED HEREIN, IS THE PROPERTY OF WEAVER CONSULTANTS GROUP, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. WITHOUT THE WRITTEN PERMISSION OF WEAVER CONSULTANTS GROUP, INC., NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

RECEIVED BY: KAP
DATE: 01/12/2022
FILE: 4455-202-09
CNO: 7500 ALTA.dwg

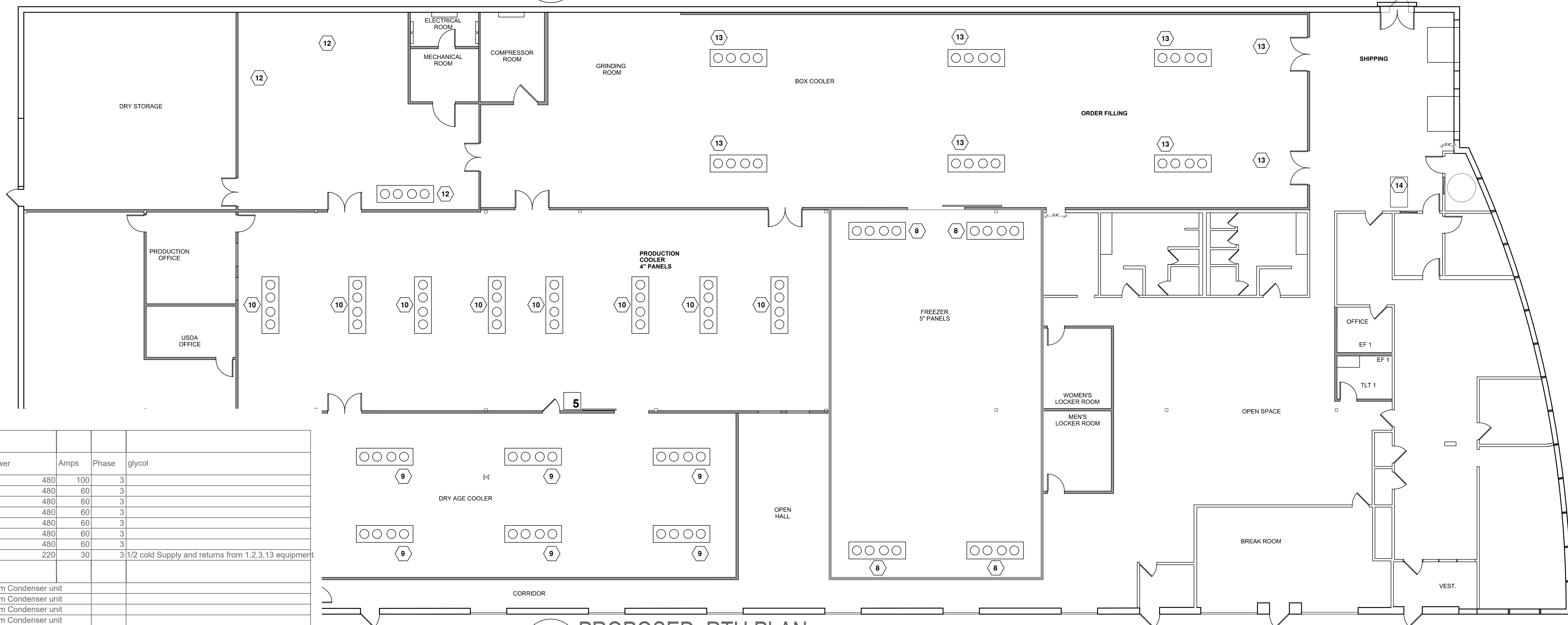
SHEET 1 OF 1

Weaver Consultants Group



Equipment	Quantity	Power Amp	Phase water	glycol Air	Drain
1 Multivac, packaging	1	220	10.5	3	yes yes
2 Multivac, packaging	1	220	10.5	3	yes yes
3 Ultra Source package	1	220	50	3	yes yes
4 Dual Chamber	1				
5 Band Saws	3	220	12.9	3	
6 Butcher Block	2				
7 Trimming Tables	1				
8 Steer Cutter	1	220	11	3	
9 Pinner	1	220	7.3	3	
10 Intervention	1	110	9.5	yes	yes
11 Grinder	1	220	11	3	
12 Patty former	1	220	12	3	
13 Map	1				
14 Meat Slicer	1	220	13	3	
15 Shrink Table	1	220	40	3 yes	
16 Scales	5	110	2		
17 Printers	5	110	2		
18 Air compressor	1	220	30.8		150 psi
19 Pallet Jack charger	1	110	25		
20 Fork lift charger	1	220	26	3	



1 **PROPOSED REFRIGERATION PLAN**
SCALE: 3/32" = 1'-0"

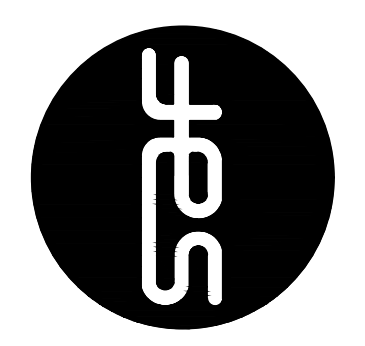


2 PROPOSED RTU PLAN
SCALE: 3/32" = 1'-0"

	Condenser Units on Roof						
Equipment roof top units		Description/Location	Quantity	Power	Amps	Phase	glycol
1	20 hp low temp condenser unit	Main Freezer	1	480	100	3	
2	15 hp low temp condenser unit	Main Freezer	1	480	60	3	
3	7.5 hp medium temp condenser units	Dry Rm	2	480	60	3	
4	7.5 hp medium temp condenser units	Production rm	2	480	60	3	
5	10 hp Medium temp condenser unit	Grinder rm	1	480	60	3	
6	10 hp Medium temp condenser unit	Storage area	3	480	60	3	
7	7.5 hp medium temp condenser units	Dock area	1	480	60	3	
8	Chiller 5HP medium temp	Production rm&grinder Rm	1	220	30		1/2 cold Supply and returns from 1,2,3,13 equipment
	Evaporator Coils Power supply from roof top condensers						
8	Freezer coils	Main Freezer	2	From Condenser unit			
8	Freezer coils	Main Freezer	2	From Condenser unit			
9	Dry Rm coils	Dry Rm	4	From Condenser unit			
10	Production Rm	Production rm	8	From Condenser unit			
11	Production side rm	Production side rm	1	From Condenser unit			
12	Grinder Rm	Grinder rm	3	From Condenser unit			
13	Storage area	Storage area	6	From Condenser unit			
13	Storage area	Storage area	2	From Condenser unit			
14	Dock area	Dock area	1	From Condenser unit			

FLOOR PLANS	
INTERIOR REMODELING	
7500 INDUSTRIAL, FOREST PARK, IL	
REVISIONS	
DATE	REVIEW
03.15.22	OWNER REVIEW
10.31.22	OWNER REVISION 1

STUDIO SAF, LTD
1750 CHARLES DR., WHEELING, IL
TEL. 847-980-7440
FAX. 847-255-5231
sergei@studiosaf.com



DATE		10.31.22
PROJECT NO		
DRAWN SCALE	AS SHOWN	
SHEET		
A-1		

EXISTING INDUSTRIAL BUILDING INTERIOR REMODEL

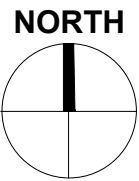
7500 INDUSTRIAL. FOREST PARK , IL



1

AERIAL PHOTO

SCALE: N.T.S.



APPLICABLE CODES

ALL DRAWINGS AND SPECIFICATIONS HAVE BEEN PREPARED IN ACCORDANCE WITH THE FOREST PARK.

1. INTERNATIONAL BUILDING CODE 2009
2. NATIONAL ELECTRICAL CODE 2008
3. ILLINOIS STATE PLUMBING CODE 2014
4. INTERNATIONAL MECHANICAL CODE 2009
5. INTERNATIONAL FIRE CODE 2009
6. INTERNATIONAL ENERGY CONSERVATION CODE 2018
7. INTERNATIONAL PROPERTY MAINTENANCE CODE 2009
8. INTERNATIONAL EXISTING BUILDING CODE 2009
9. INTERNATIONAL FUEL GAS CODE 2009
10. NFPA NATIONAL FIRE CODE 2009

INDEX OF DRAWINGS

SHEET NO.	SHEET TITLE
T - 1	TITLE/ INDEX & SITE PLAN
D - 1	DEMOLITION PLAN
A - 1	EQUIPMENT PLAN REFRIGERATION PLAN
E - 1	ELECTRICAL PLAN
P - 1	PLUMBING PLAN

StudioSaf, Ltd IS A PROFESSIONAL DESIGN FIRM
LICENSE NO. 184. 006002
EXPIRATION DATE 04/30/2023

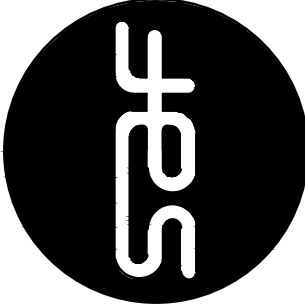
GENERAL SYMBOLS

NOTE INDICATOR	SEQUENTIAL ALPHANUMERIC NUMBER	ROOM IDENTIFIER	ROOM NAME ALPHANUMERIC ROOM NUMBER
ADDENDUM, REVISION OR MODIFICATION NUMBER	SEQUENTIAL ALPHANUMERIC NUMBER	DOOR/INTERIOR OPENING IDENTIFIER	ALPHANUMERIC NUMBER (CORRESPONDS WITH ROOM NUMBERS)
DETAIL INDICATOR	DETAIL NUMBER SHEET NUMBER	INTERIOR PARTITION IDENTIFIER	PARTITION TYPE LETTER
BUILDING SECTION INDICATOR	SECTION NUMBER SHEET NUMBER	NORTH INDICATOR	N
BUILDING ELEVATION/VIEW INDICATOR	XXX—ELEVATION NUMBER XXX—SHEET NUMBER	STARTING POINT INDICATOR	NEW DOOR EXISTING DOOR TO REMAIN

TITLE

INTERIOR REMODELING
7500 INDUSTRIAL, FOREST PARK, IL

STUDIO SAF, LTD
1750 CHARLES DR, WHEELING, IL
TEL. 847-980-7440
FAX. 847-255-5231
sergei@studiosaf.com



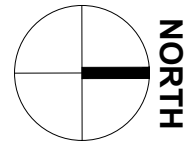
DATE 03.15.22

PROJECT NO

DRAWN SCALE AS SHOWN

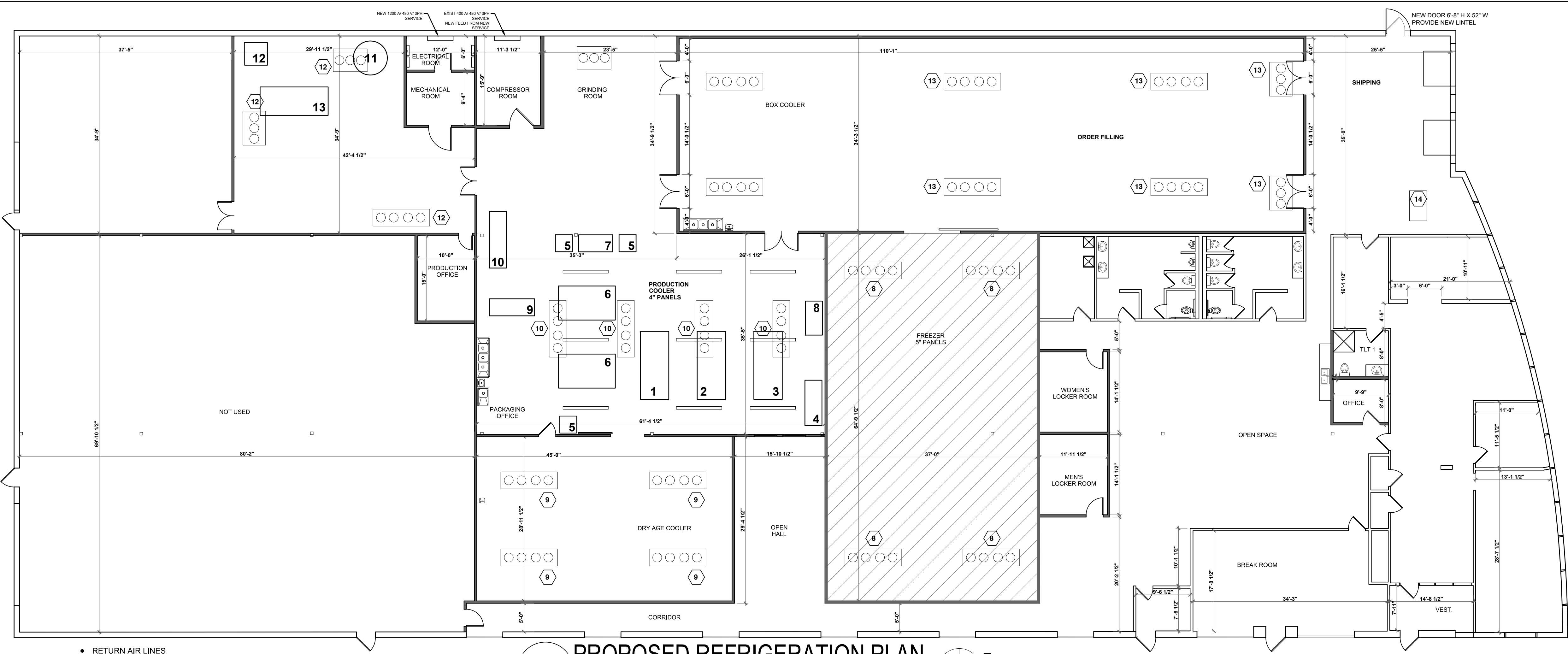
SHEET

D-1



D-1

Equipment	Quantity	Power Amp	Phase	water	glycol	Air	Drain
1 Multivac, packaging	1	220	10.5	3	yes	yes	
2 Multivac, packaging	1	220	10.5	3	yes	yes	
3 Ultra Source packag	1	220	50	3	yes	yes	
4 Dual Chamber	3	220	12.9	3			
5 Band Saws	2						
6 Butcher Block	1						
7 Trimming Tables	1						
8 Slew Cutter	1	220	11	3			
9 Pinner	1	220	7.3	3			
10 Intervention	1	110	9.5		yes		yes
11 Grinder	1	220	11	3			
12 Patty former	1	220	12	3			
13 Map	1						
14 Meat Slicer	1	220	13	3			
15 Shrink Table	1	220	40	3	yes		
16 Scales	5	110	2				
17 Printers	5	110	2				
18 Air compressor	1	220	30.8				150 psi
19 Pallet Jack charger	1	110	25				
20 Fork lift Charger	1	220	26	3			



Equipment	Quantity	Power	Amps	Phase	glycol
120 hp low temp condenser unit	1	480	100	3	
215 hp low temp condenser unit	1	480	60	3	
37.5 hp medium temp condenser units	2	480	60	3	
47.5 hp medium temp condenser units	2	480	60	3	
510 hp Medium temp condenser unit	1	480	60	3	
610 hp Medium temp condenser unit	3	480	60	3	
77.5 hp medium temp condenser units	1	480	60	3	
8 Chiller 5Hp medium temp	1	220	30	3	1/2 cold Supply and returns from 1,2,3,13 equipment
8 Freezer coils	2	From Condenser unit			
8 Freezer coils	2	From Condenser unit			
9 Dry Rm coils	4	From Condenser unit			
10 Production Rm	4	From Condenser unit			
11 Production side rm	1	From Condenser unit			
12 Grndr Rm	3	From Condenser unit			
13 Storage area	6	From Condenser unit			
13 Storage area	2	From Condenser unit			
14 Dock area	1	From Condenser unit			

DATE	REVIEW	OWNER REVIEW
03.15.22		

REVISIONS

FLOOR PLANS

INTERIOR REMODELING

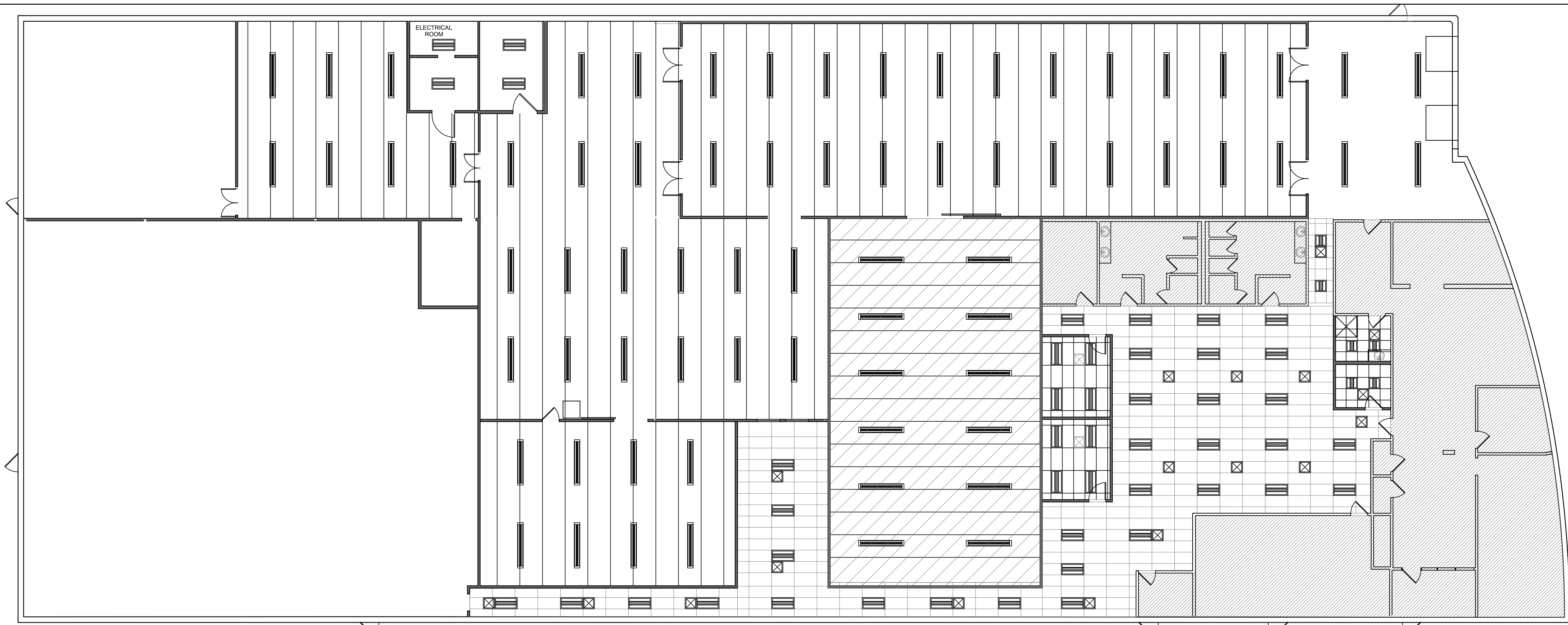
7500 INDUSTRIAL, FOREST PARK, IL

STUDIO SAF, LTD
1750 CHARLES DR, WHEELING, IL
TEL. 847-980-7440
FAX. 847-255-5231
sergei@studiosaf.com

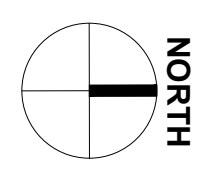


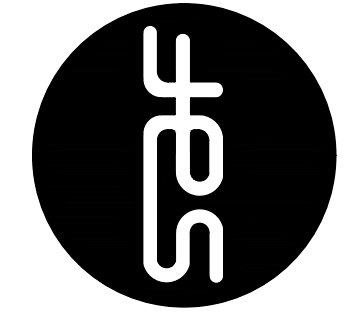
DATE	03.15.22
PROJECT NO	
DRAWN SCALE	AS SHOWN
SHEET	

A-1

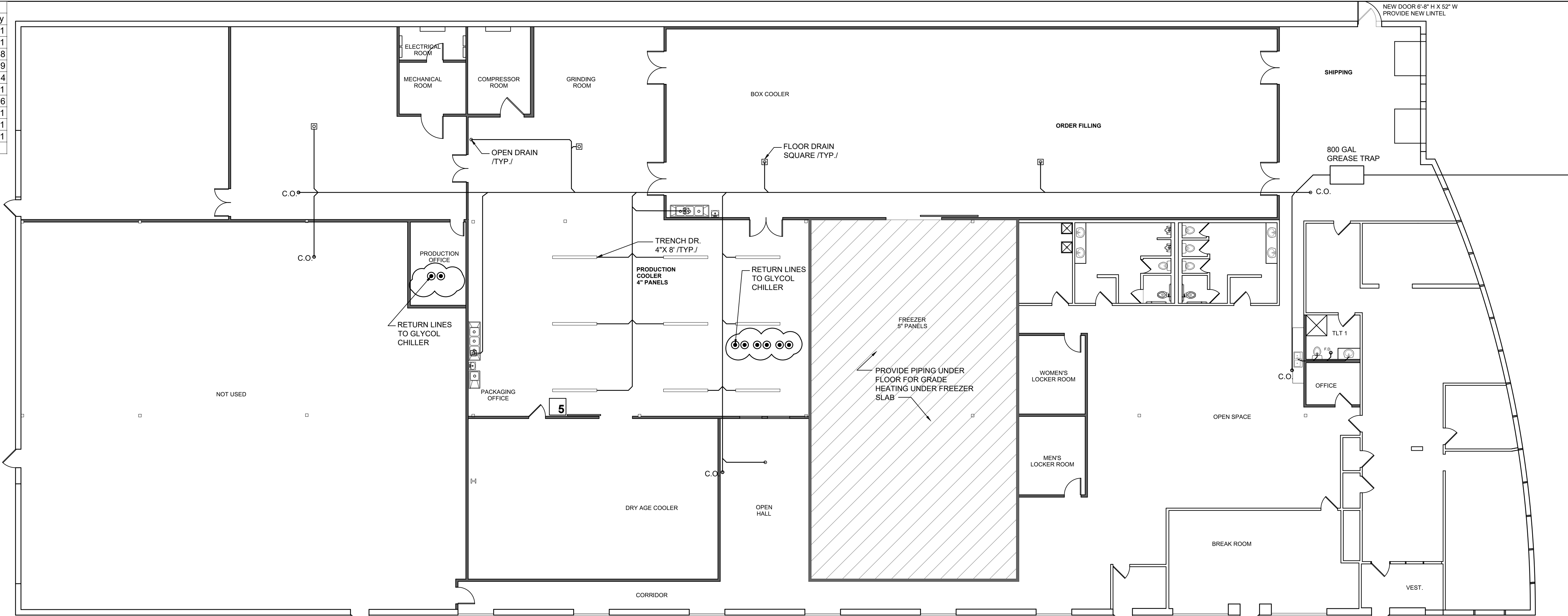


1 PROPOSED LIGHTING PLAN
SCALE: 3/32" = 1'-0"



DATE		REVIEW	
03.15.22		OWNER REVIEW	
REVISIONS			
LIGHTING PLANS			
INTERIOR REMODELING			
7500 INDUSTRIAL, FOREST PARK, IL			
STUDIO SAF, LTD 1750 CHARLES DR, WHEELING, IL TEL. 847-980-7440 FAX. 847-255-5231 sergei@studiosaf.com			
			
DATE		03.15.22	
PROJECT NO			
DRAWN		AS SHOWN	
SCALE		SHEET	
E-1			

Plumbing		
Key	Type	Quantity
1	1 compartment sink deep	1
2	3 compartment sink deep	1
3	hand sinks with splash guards and knee valve operation	8
4	Trench drains 4 inch by 8 ft stainless with stainless grate	9
5	Floor drains square 12by 12 inch porcelain	4
6	Hot Water tank 100 gallon High recovery	1
7	Open drains	6
8	Toilets of wall mount New Wash rm	1
9	Shower New Wash rm	1
10	Vanity sinks new Wash rm	1
11	Grease trap size accordingly	

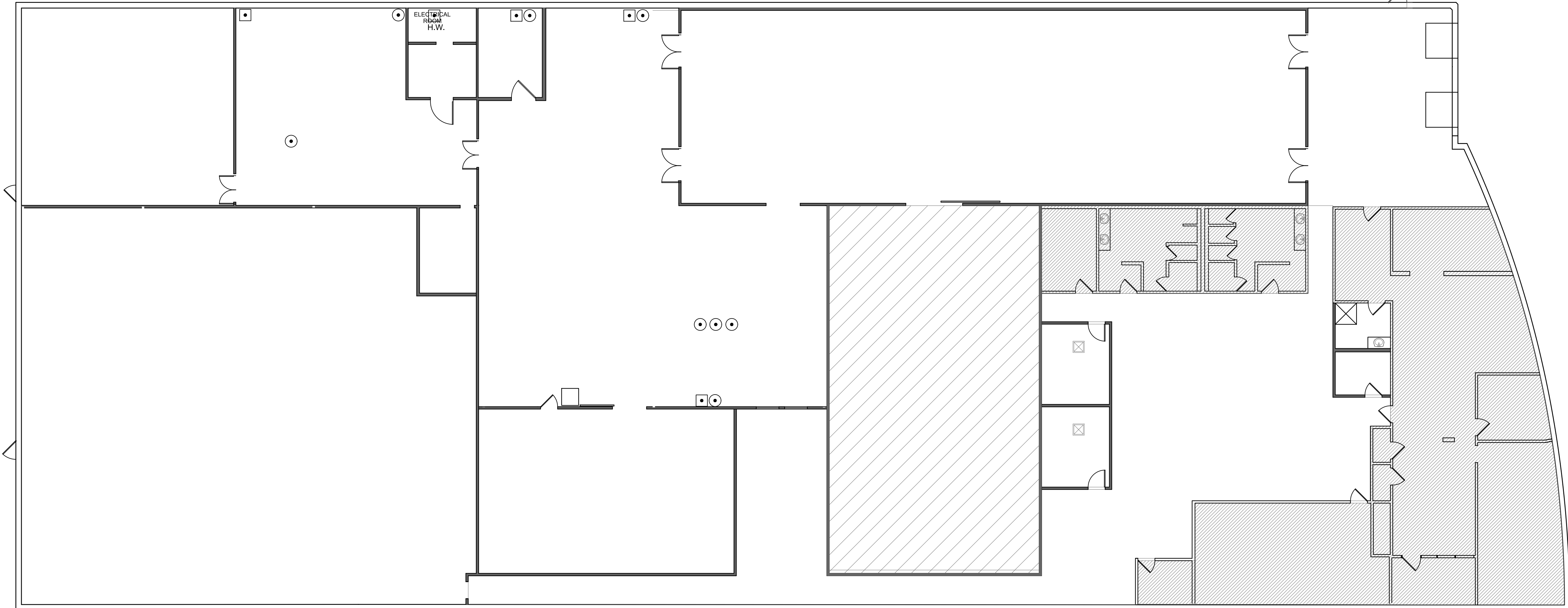
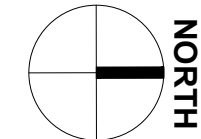


- RETURN AIR LINES
- TRENCH DR. 4\"X 8\" /TYP./
- FLOOR DRAIN SQUARE /TYP./
- FLOOR DRAIN /TYP./
- F.D.

1

PROPOSED PLUMBING PLAN

SCALE: 3/32" = 1'-0"

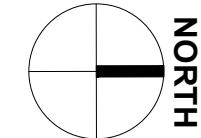


- AIR LINES
- WASH DOWN 3/4\"/>
- WATER HEATER HIGH RECOVERY 100 G H.W.

2

PROPOSED AIR LINES PLAN

SCALE: 3/32" = 1'-0"



REVIEW	DATE	BY	DATE	BY
OWNER REVIEW	03.15.22			

REVISIONS

PLUMBING PLANS		INTERIOR REMODELING	7500 INDUSTRIAL, FOREST PARK, IL

STUDIO SAF, LTD
1750 CHARLES DR, WHEELING, IL
TEL. 847-980-7440
FAX. 847-255-5231
sergei@studiosaf.com



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P-1



DATE: 4-4-22 PERMIT NUMBER 220155

BUILDING PERMIT CARD

ISSUED TO: FMS

JOB ADDRESS: 7500 Industrial

NATURE OF WORK: DEMO

All building materials and rubbish must be removed by the contractor.
This card must be posted and be visible from the street at all times.
Violators are subject to either fines and/or citations.

Building Department 708-615-6276 building@forestpark.net

REAL ESTATE PURCHASE AND SALE AGREEMENT
7500 Industrial Drive, Forest Park, Illinois

This REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into as of the 17th day of December, 2021 (the “**Effective Date**”), by and between 7500 INDUSTRIAL EAST LLC, an Illinois limited liability company (“**Seller**”), and PURELY COLD STORAGE AND WAREHOUSING, LLC, an Illinois limited liability company or its nominee or assignee (“**Purchaser**”).

1. Agreement to Purchase. Subject to and on the terms and conditions set forth in this Agreement, Purchaser agrees to purchase at a price of Two Million Seven Hundred Fifty Thousand and No/100 Dollars (\$2,750,000.00) (the “**Purchase Price**”) all of Seller’s right, title and interest in and to (i) the approximately 0.64-acre parcel of real property more particularly described on Exhibit A attached hereto and made a part hereof (the “**Land**”), commonly known as 7500 Industrial Drive, Forest Park, Illinois, together with (ii) all improvements, buildings, fixtures and structures situated in or on the Land (the “**Improvements**”), (iii) all transferable warranties, permits, licenses, certificates of occupancy, rights (whether or not of record), tenements, hereditaments, privileges, and appurtenances in any way belonging or appertaining to the Land or Improvements and all other intangible property relating to the use, maintenance or operation of the Land or Improvements, including but not limited to copyrights, trademarks, websites, photos, maps, marketing material, artifacts and all other intellectual property or proprietary materials relating to the Property (as defined herein) owned by Seller (collectively, the “**Intangible Property**”) and (iv) the equipment, furniture and other tangible personal property located on and used in connection with the ownership, operation, use or maintenance of the Property, excluding any personal property leased from third-parties (subsection (iv) being referred to herein as the “**Personal Property**” and collectively with subsections (i)-(iii), the “**Property**”).

2. Agreement to Sell. Seller agrees to sell all of Seller’s right, title and interest in and to the Property at the Purchase Price and subject to and in accordance with the terms and conditions set forth in this Agreement, and to convey or cause to be conveyed to Purchaser or Purchaser’s nominee or assignee fee simple title to the Property by a recordable special warranty deed subject only to the Permitted Exceptions (as defined below).

3. Earnest Money Deposit. Within five (5) business days following the Effective Date, Purchaser shall deposit the sum of Fifty Thousand Dollars (\$50,000.00) as and for an earnest money deposit (such sum being referred to herein, together with the Extension Deposit (hereinafter defined), as the “**Initial Earnest Money**”) with Chicago Title Insurance Company, Attention: Ruby Rodriguez as escrow agent (“**Escrow Agent**” or “**Title Company**”). Within two (2) business days after the conclusion of the Inspection Period (hereinafter defined), Purchaser shall deposit an additional earnest money deposit in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) (the “**Additional Earnest Money**,” the Initial Earnest Money and the Additional Earnest Money collectively referred to as the “**Earnest Money**”). The Earnest Money will be held by the Escrow Agent in escrow under the terms of Escrow Agent’s usual form of strict joint order escrow. The parties’ respective rights and obligations concerning the Earnest Money shall be governed by this Agreement and the escrow agreement, with the former having precedent in the event of any conflict or inconsistency between the two. Following the expiration of the Inspection Period, the Earnest Money shall be non-refundable, except as expressly set forth in this Agreement. The Earnest Money shall be applied against the Purchase Price, which shall be paid to Seller by wire transfer at the Closing, subject to adjustments and prorations set forth in this Agreement, in immediately available funds.

4. Title. Not later than ten (10) business days following the Effective Date, Seller shall obtain, and deliver to Purchaser promptly upon receipt, a title commitment for an ALTA owner’s title insurance policy (2006 revision) for the Property issued by the Title Company in the amount of the Purchase Price

(the “**Title Commitment**”). Seller shall also deliver or cause to be delivered to Purchaser, along with the Title Commitment, copies of all documents available in the public records and disclosed in the Title Commitment as exceptions to title (collectively, the “**Title Documents**”). Seller shall, not later than at the Closing, pay the premium due to the Title Company for the Title Policy (as defined herein), including any search and exam or other costs associated with the Title Commitment and extended coverage over the standard general exceptions. Purchaser shall be responsible for the cost of all title policy endorsements it requests and receives (other than extended coverage) and the cost of any title insurance policy issued to Purchaser’s lender.

5. **Survey.** Not later than five (5) business days following the Effective Date, Seller shall, deliver to Purchaser its existing survey(the “**Survey**”). Purchaser at its sole cost and expense may obtain an updated survey prior to the expiration of the Inspection Period.

6. **Title/Survey Defects.**

(a) If the Title Commitment or the Survey discloses items (other than those referenced in subpart (ii) of Section 6(d) below) that are unacceptable to Purchaser in Purchaser’s sole discretion (whether one or more, a “**Title Defect**”), Purchaser may notify Seller in writing (a “**Title Objection Notice**”) of any Title Defect not later than ten (10) business days following the date on which the last of (i) the Title Commitment, (ii) the Title Documents and (iii) the Survey are received by Purchaser. If Purchaser fails or elects not to give a Title Objection Notice in that time period then Purchaser shall be deemed to have accepted all matters reflected in the Title Commitment (including all Title Documents) and the Survey, and Seller shall have no duty to correct any Title Defect (all of which shall be deemed to constitute Permitted Exceptions hereunder), other than liens or encumbrances of a definite or ascertainable amount that were caused by Seller or any party claiming by, through or under Seller (each a “**Seller Lien**”), which Seller shall remove or otherwise cause to be endorsed over in a manner reasonably acceptable to Purchaser at or prior to the Closing by use and disbursement of Purchase Price proceeds or otherwise.

(b) Following receipt of a Title Objection Notice, Seller may elect, in its sole discretion and by written notice to Purchaser within ten (10) days after receipt of Purchaser’s Title Objection Notice, to cure the Title Defect identified in the Title Objection Notice by having it removed or endorsed over (in form and substance satisfactory to Purchaser in its sole discretion) on or before the Closing Date. If Seller does not notify Purchaser of Seller’s election to cure within that 10-day period, Seller will be deemed to have declined to cure the Title Defect. If Seller declines (or is deemed to have declined) to cure any Title Defect identified in Purchaser’s Title Objection Notice, Purchaser may elect to terminate this Agreement by delivering written notice to Seller on or before the fifth (5th) business day after Purchaser receives Seller’s notice (or the fifth (5th) business day after the expiration of the 10-day cure period, if Seller does not so notify Purchaser), in which event the Earnest Money shall be returned to Purchaser.

(c) In the event that any condition constituting a Title Defect (which is not a Permitted Exception) shall first arise or become known after Purchaser’s original Title Objection Notice, the same may be objected to by Purchaser within five (5) business days of Purchaser becoming aware of such Title Defect and the same shall be subject to the same process, cures, and remedies set forth above.

(d) For purposes of this Agreement, the term “**Permitted Exceptions**” shall mean (i) all title and survey defects reflected in the Title Commitment (including all Title Documents) and the Survey, in each case which Purchaser approved or is deemed to have approved pursuant to this Section 6, (ii) any matters caused by, through or under Purchaser and (iii) any other exceptions to title approved in writing by Purchaser.

(e) Seller shall cause to be delivered to Purchaser at Closing an Owner's Title Insurance Policy ("**Title Policy**") issued by the Title Company in the amount of the Purchase Price, insuring title to the Property to be good and marketable and free from exceptions other than the Permitted Exceptions and insuring any appurtenant easements. The Title Policy shall provide "GAP" coverage and extended coverage over the standard general exceptions, and shall contain, but is not required as a Purchaser's closing condition, at Purchaser's sole cost and expense, endorsements reasonably satisfactory to Purchaser pertaining to (i) zoning 3.1 (with parking), (ii) contiguity, (iii) access, (iv) the absence of violations of restrictive covenants and easements, (v) the identity of the Property as described in the Title Policy with the Property as shown on the Survey, (vi) subdivision, (vii) tax parcel and (viii) any other endorsement reasonably requested by Purchaser in order to cause the Title Policy to conform with the requirements of this Agreement (including without limitation any encroachment endorsement required as a result of matters disclosed by Seller).

7. **Closing.** Subject to and on the terms and conditions set forth in this Agreement, the closing on the purchase and sale of the Property ("**Closing**") shall occur at the office of the Title Company on the thirtieth (30th) day following the expiration of the Inspection Period (the "**Closing Date**"), or at such other time as may be mutually agreed to in writing by Purchaser and Seller.

8. **Brokers.** Seller represents and warrants to Purchaser that Seller has not dealt with any broker concerning this transaction, other than NAI Hiffman ("**Seller's Broker**"), Payable by Seller pursuant to a separate written agreement. Purchaser represents and warrants to Seller that Purchaser has not dealt with any broker concerning this transaction. Seller agrees to and does hereby indemnify, defend and hold Purchaser harmless from all loss, damage, cost, or expense (including reasonable attorneys' fees) that Purchaser may suffer as a result of any claim or action for real estate brokerage commissions, finder's fees or similar compensation brought by any person or entity acting or allegedly acting on behalf of Seller in connection with this transaction, other than Seller's Broker. Purchaser agrees to and does hereby indemnify, defend and hold Seller harmless from all loss, damage, cost, or expense (including reasonable attorneys' fees) that Seller may suffer as a result of any claim or action for real estate brokerage commissions, finder's fees or similar compensation brought by any person or entity acting or allegedly acting on behalf of Purchaser in connection with this transaction. The provisions of this Section 8 shall survive the termination of this Agreement or Closing and the delivery of the deed and transfer of title pursuant to this Agreement, as the case may be.

9. **Representations.**

(a) Seller's Representations. Seller represents and warrants to Purchaser that:

- (i) this Agreement and all documents or instruments delivered by Seller in connection with the transaction contemplated by this Agreement have been or will be at the time of delivery duly authorized and all obligations of Seller under this Agreement and the aforementioned documents and instruments are or at the time of delivery thereof shall be legal, valid and binding obligations of it and, as of the time of delivery, neither this Agreement nor any of the other aforementioned documents or instruments violates or will be in violation of the provisions of any other agreement to which Seller is a party or to which it is subject;
- (ii) there are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened against or affecting Seller or the Property before any court of any jurisdiction or any administrative, regulatory, adjudicatory or arbitration body or agency of any kind;

- (iii) Seller is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the “**Order**”) and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “**Orders**”), and Seller is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders;
- (iv) there are no leases, licenses, occupancy agreements, and/or other possessory agreements that affect the Property. There are no tenants, persons or entities occupying any portion of the Property, and no claim exists against any portion of the Property by reason of adverse possession or prescription;
- (v) there are no agreements that will survive the Closing that concern the operation, repair and maintenance of the Property and services provided to the Property, including without limitation any management agreement;
- (vi) except for this Agreement, Seller has not granted to any party any right of first refusal or option to acquire fee title to the Property or any part thereof or interest therein;
- (vii) Seller has not received any notice of any violation of any law, municipal ordinance, permit or other governmental requirement or entitlement affecting the Property, including without limitation any notice of any fire, health, safety, building, pollution, environmental or zoning violation, and Seller has no knowledge that any governmental authority contemplates issuing such a notice, or that any such violation exists. Without limiting the generality of the foregoing, to Seller’s knowledge and without due inquiry, the Property and Seller are in compliance with all of the Title Documents;
- (viii) Seller has not received any notice of any condemnation or eminent domain proceedings, or negotiations for purchase in lieu of condemnation, relating to the Property, or any portion thereof; and Seller has no knowledge that any condemnation or eminent domain proceedings have been commenced or threatened in connection with the Property, or any portion thereof;
- (ix) no Bankruptcy/Dissolution Event (defined below) has occurred with respect to Seller. “**Bankruptcy/Dissolution Event**” shall mean any of the following: (a) the commencement of a case under Title 11 of the United States Bankruptcy Code, as now constituted or hereafter amended, or under any other applicable bankruptcy law or other similar law; (b) the appointment of a trustee or receiver of any substantial property interest; (c) an assignment for the benefit of creditors; (d) an attachment, execution or other judicial seizure of a substantial property interest; (e) the taking of, failure to take, or submission to any action indicating an inability to meet its financial obligations as they accrue; or (f) a dissolution or liquidation, death or incapacity;
- (x) there are no union agreements or collective bargaining agreements in effect covering any employees of Seller engaged in the operation or maintenance of the Property. Seller does not directly employ any employees who work at the

Property. Purchaser will have no obligation, liability or responsibility with respect to any management or employment agreements with respect to the Property following the Closing; Seller represents that there are no taxes or assessments due or payable, including but not limited to any State of Illinois, Cook County, or Village of Forest Park “bulk sales” ordinances or laws;

(xi) neither Seller nor, to the best of Seller’s knowledge, any previous owner of the Property has used, generated, stored or disposed of any Hazardous Substances (as hereinafter defined) on the Property. No notification of release of a Hazardous Substance has been filed as to the Property. As used herein, the term “**Hazardous Substances**” means any toxic or hazardous waste or substances, including, without limitation, asbestos, PCBs, substances defined as “hazardous substances” or “toxic substances” in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 1802 et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., and in the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601 et seq., or any other applicable local, state or federal environmental statutes (collectively, “**Environmental Laws**”). Seller has no knowledge of the Property having been previously used as a landfill or of the existence of any underground storage tanks on the Property;

(xii) Seller has no knowledge of any assessment payable in annual installments, or any part thereof, which has become a lien on the Property; there is no obligation with respect to the Property for any assessment, annexation fee, payment, donation or the like, other than general real estate taxes, for schools, parks, fire departments or any other public facilities which are required to be made by the owner of the Property; Seller has no knowledge of any obligations in connection with the Property, whether under any annexation agreement, development agreement or so-called “recapture agreement” or otherwise, involving payment for or performance of road improvements (including any extension or paving), sewer or water extension, oversizing or extending any utility, lighting or like expense or charge for work or services done upon or relating to the Property or otherwise; and Seller has no knowledge of any unexecuted agreement or undertaking with any government agency respecting construction, extension or paving of any road or any acceleration or de-acceleration lane, access, or street lighting; and

(b) Purchaser’s Representations. Purchaser represents and warrants to Seller that:

(i) this Agreement and all documents or instruments delivered by Purchaser in connection with the transaction contemplated by this Agreement have been or will be at the time of delivery duly authorized and all obligations of Purchaser under this Agreement and the aforementioned documents and instruments are or at the time of delivery thereof shall be legal, valid and binding obligations of it and, as of the time of delivery, neither this Agreement nor any of the other aforementioned documents or instruments violates or will be in violation of the provisions of any other agreement to which Purchaser is a party or to which it is subject;

(ii) there are no actions, suits, or proceedings pending or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any court of any jurisdiction or any administrative, regulatory, adjudicatory or arbitration body or

agency of any kind that have, or could reasonably be expected to have, a material and adverse effect on the performance by Purchaser of its obligations pursuant to and as contemplated by the terms and provisions hereof; and

- (iii) Purchaser is in compliance with the requirements of the Orders, and Purchaser is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

(c) Bringdown; Survival. All representations, warranties or indemnities made by either party to the other party under this Agreement shall be deemed remade as of the Closing and shall survive the delivery of the deed and transfer of title pursuant to this Agreement for a period of one hundred eighty (180) days following the Closing Date.

(d) Notice and Termination. If either Seller or Purchaser learns of a material error in any of the foregoing representations or warranties made by it prior to the Closing, such party promptly shall give written notice thereof to the other party. In the event any of the foregoing representations or warranties made by Seller contains a material error, Purchaser, at its option, may terminate this Agreement without further liability by giving written notice thereof to Seller, in which event the Earnest Money shall be returned to Purchaser.

10. Prorations; Transfer Taxes.

(a) Prorations. At and as of the Closing Date, Seller and Purchaser shall make adjustments for and apportion all expenses with respect to the Property including, without limitation, adjustments and apportionments with respect to water and other utility charges and real estate taxes (exclusive of any special assessments, payment of which shall be Seller's responsibility). All income and expenses accrued prior to the Closing Date shall be for Seller's account (including any real estate taxes applicable to any period prior to Closing, regardless of when assessed or levied), and all income and expenses with respect to the Property accruing from and after the Closing Date shall be for Purchaser's account. If the amount of any real estate taxes to be adjusted is not ascertainable at the time of Closing, the adjustment thereof shall be, at the option of Purchaser on the basis of 105% of the amount of the most recent ascertainable full-year's real estate taxes (the "**Real Estate Tax Proration**"). Seller shall pay and discharge all real estate taxes, special assessments and operating expenses of whatever nature and kind that are due and payable as of the day prior to the Closing Date.

(b) Transfer Taxes. Seller shall pay any state, county and municipal transfer taxes imposed by reason of the transfer of title to the Property to Purchaser. Seller shall, at its sole cost and expense, also comply with the terms and conditions of any municipal ordinance, law or other requirement relating to the transaction contemplated herein for the municipality in which the Property is located (including, without limitation, if applicable, those relating to inspections and utilities) and shall provide to Purchaser at Closing evidence of such compliance.

11. Covenants; Conditions.

(a) Covenants. Between the Effective Date and the Closing Date, Seller shall: (i) comply with all laws, ordinances, regulations and restrictions affecting the Property and its use, including all Environmental Laws (collectively, "**Laws**"); (ii) promptly notify Purchaser of Seller's receipt of any notice of any violation of any Laws; (iii) not create any mortgage, lien, pledge or other similar encumbrance in any way affecting the Property, nor otherwise convey or transfer any interest in the

Property; (iv) maintain and repair the Property in substantially the same condition as of the Effective Date, ordinary wear and tear excepted, and not commit any waste or nuisance upon the Property; (v) not, without first obtaining the written consent of Purchaser, enter into any new lease (whether oral or written); (vi) not, without first obtaining the written consent of Purchaser, enter into any other contracts or agreements pertaining to the Property, except contracts or agreements which are not inconsistent with Purchaser's rights hereunder and which may be terminated on not more than thirty (30) days' notice; and (vii) not, without first obtaining the written consent of Purchaser, make any material alterations or improvements to the Property. All expenses and costs incurred in connection with the foregoing and the ownership of the Property between the Effective Date and the Closing Date shall be the responsibility of Seller.

(b) Conditions Precedent. Purchaser's obligation to consummate the transaction contemplated by this Agreement is subject to satisfaction of the following conditions as of Closing:

(i) Seller shall not be in default in the performance of any covenant or agreement to be performed by Seller under this Agreement; and

(ii) all representations and warranties made by Seller shall be true and correct in all material respects;

In the event any of the conditions set forth in this Section 12(b) are not met, Purchaser shall provide Seller with written notice identifying the condition which has not, in Purchaser's reasonable opinion, been met. In the event that Seller does not correct such condition within fifteen (15) days after written notice from Purchaser, then Purchaser may, at its option, waive the condition and proceed to Closing or terminate this Agreement by written notice to Seller, and thereupon the Earnest Money shall be returned to Purchaser and the parties shall be released from any further obligations hereunder, provided that nothing in the foregoing shall limit or otherwise affect Purchaser's rights or remedies under Section 18, if applicable.

12. Delivery Items. Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser the following items to the extent they are in Seller's possession (collectively, the "**Delivery Items**"): (a) any existing survey of the Property; (b) any existing title insurance policy or other title report for the Property; (c) real estate tax bills for the last two (2) years for the Property; (d) physical condition reports for the Property (such as environmental reports, soil and groundwater tests, topography studies, wetland delineations, geotechnical reports, roof and structural reports, estimates for on-site/off-site construction and engineering reports relating to the Property), if any; (e) all documents concerning the zoning of the Property, including any annexation, redevelopment or recapture agreements; (f) service, management, employment, supply, repair or maintenance contracts for the Property; (g) drawings and specifications of the Property; (h) any existing licenses and certificates for the operation and occupancy of the Property; (i) copies of all warranties regarding the Property, including on roofs, air conditioning units, fixtures and equipment; (j) insurance certificates for Seller and schedule of any pending insurance claims, if any; (k) copies of pending notices of any violation(s) of any Laws or zoning ordinances, and any such notices closed within the prior three (3) years; (l) all other material documents related to the Property reasonably requested by Purchaser; (m) Resolution No. R-22-20 consenting to and supporting approval of the Class 6b incentive for the Property; and (n) Resolution 21-4152 approving the Class 6b incentive for the Property. Purchaser acknowledges and understands that some or all of the Delivery Items have been prepared by parties other than Seller, that Seller's internal reports and studies were not prepared for use in this transaction, and that Seller makes no representation or warranty whatsoever, express or implied, as to the completeness, content or accuracy of the Delivery Items.

13. Inspection.

(a) Property Inspections. Commencing on the Effective Date, and subject to the terms and conditions of this Section 14, Purchaser and its representatives shall have the right from time to time, during normal business hours and upon reasonable prior notice to Seller (at least 48 hours' notice), to (i) enter upon the Property and to make such inspections of the Property as Purchaser reasonably deems necessary or desirable, including without limitation soil and drainage tests, surveys, investigations into regulatory, title and operational matters, feasibility studies, and environmental studies, all of which shall be conducted at Purchaser's expense, provided Purchaser may not perform any invasive environmental testing without Seller's consent, which may not be unreasonably withheld, conditioned or delayed, and (ii) make inquiries with and process through the appropriate governmental authorities and agencies and utility companies any and all zoning, site plan, subdivision, incentive, utility and special use and other permits and approvals necessary or desirable for Purchaser's use or development of the Property. Seller agrees to cooperate fully with Purchaser to obtain all such approvals and permits. No such approvals or permits shall be binding on the Property or Seller until the consummation of the Closing contemplated by this Agreement, unless such approvals and permits can be terminated at no expense to Seller so as not to be binding against the Property or Seller in the event that Closing does not occur. Purchaser shall promptly restore the areas so inspected as near as is reasonably possible to the condition such areas were in immediately prior to making such inspection. Seller shall reasonably cooperate with Purchaser and provide all requested access to the Property to Purchaser and its representatives in connection with the inspections and inquiries permitted under this Section 14, including by providing Purchaser the name and contact information of a Seller representative(s) who (i) will provide access to the Property and (ii) is most knowledgeable about the Property, its history and other facts useful to Purchaser's consultants.

(b) Indemnity. Purchaser agrees to keep the Property free and clear of mechanics' liens arising out of its entries, inspections and tests hereunder, and to indemnify, defend and save Seller, its affiliates, officers, successors and assigns, harmless from and against any and all loss, cost, damage, liability, settlement, cause of action or threat thereof or expense (including, without limitation, reasonable attorneys' fees and costs) incurred by Seller, the Property or any portion thereof which is caused by any such entries, inspections and tests performed by Purchaser or its agents, including without limitation any environmental inspections, tests, surveys, studies or any other entry upon or use of the Property by Purchaser or its agents; provided, however, the foregoing indemnity shall not extend to protect Seller from any pre-existing liabilities for matters merely discovered by Purchaser (i.e., latent environmental contamination) so long as Purchaser's actions do not aggravate any pre-existing liability of Seller. Further, prior to entering the Property, Purchaser and its representatives shall deliver to Seller a certificate of insurance for commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for personal injury, including bodily injury and death, and property damage naming Seller as an additional insured prior to Purchaser or its Consultants entering upon the Property.

(c) Inspection Period. Purchaser shall have the right, for any reason or no reason, to terminate this Agreement by giving written notice thereof to Seller prior to 6:00pm (Chicago time) on the date forty (40) days following the Effective Date (such period, the "**Inspection Period**"), whereupon the Earnest Money shall be returned to Purchaser. Purchaser's failure to provide such notice prior to the expiration of the Inspection Period shall be deemed a waiver of Purchaser's right to terminate this Agreement pursuant to this Section 14(c). Upon Purchaser's delivery of such termination notice, this Agreement shall be terminated and of no further force or effect except with respect to those obligations or liabilities that are expressly contemplated in this Agreement to survive a termination.

(d) Survival. The provisions of this Section 14 shall survive the termination of this Agreement or Closing and the delivery of the deed and transfer of title pursuant to this Agreement, as the case may be.

14. Casualty; Condemnation.

(a) Casualty. If, subsequent to the date hereof and prior to the Closing Date, all or any portion of the Property shall be destroyed or damaged by one or more incidents of vandalism, fire and/or other casualty, whether or not covered by insurance, Seller shall immediately give Purchaser notice of such occurrence, and Purchaser may, within fifteen (15) days after receipt of such notice, elect to (a) terminate this Agreement and immediately receive back its Earnest Money or (b) close the transaction contemplated hereby as scheduled (except that if the Closing Date is less than fifteen (15) days following Purchaser's receipt of such notice, Closing shall be delayed until Purchaser makes such election), in which event Purchaser shall have the right to participate in the adjustment and settlement of any insurance claim relating to said damage, and Seller shall assign and/or pay to Purchaser at Closing all insurance proceeds (and other related choses in action, if any) collected or claimed with respect to said loss or damage plus any deductible or self-insured amount.

(b) Condemnation. If, prior to Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the option of either: (a) completing this transaction, in which event (i) there shall be no reduction of the Purchase Price, (ii) Seller shall pay to Purchaser all condemnation proceeds received by Seller, (iii) Seller shall assign to Purchaser all rights of Seller in and to such condemnation proceeds, and (iv) Seller shall furnish to Purchaser all documents, cooperation, and assistance as Purchaser requires to enforce the rights of Seller with respect thereto; or (b) terminating this Agreement and immediately receiving back its Earnest Money, in which event neither party shall have any further obligation to the other hereunder except as herein otherwise expressly provided.

15. As-Is Sale. Seller shall deliver the Property to Purchaser at the Closing in the same condition as it was on the Effective Date, reasonable wear and tear and loss by fire or other casualty excepted. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN ANY CLOSING DOCUMENT EXECUTED BY SELLER, PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN ITS "AS-IS" CONDITION "WITH ALL FAULTS" AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER.

16. Closing Documents.

(a) Seller's Closing Deliveries. In addition to the deed, transfer declarations, and other documents described in this Agreement to be delivered by Seller at or prior to Closing, Seller shall deliver or cause to be delivered to Purchaser at Closing the following, in each case fully executed by all parties thereto other than Purchaser and in form and substance reasonably acceptable to each of Seller and Purchaser:

(i) a bill of sale conveying good and marketable title to the Personal Property, free and clear of all liens, charges, encumbrances or security interests;

(ii) a blanket assignment conveying, assigning and transferring all Intangible Property to Purchaser;

(iii) all original documentation relating to the Intangible Property (i.e. original warranties, licenses, permits, authorizations and approvals issued for or with respect to the Property), to the extent in Seller's possession or control;

(iv) all keys and access cards to, and all pin numbers, access codes and combinations to locks and other security devices located at the Property;

(v) Seller's executed counterpart of a closing or disbursement statement prepared by the Title Company;

(vi) a Certificate of Non-Foreign Status;

(vii) such documents, closing statements, affidavits, searches, declarations, lien waivers, certificates, indemnities or deposits as shall be customary, necessary or appropriate to complete the transaction and cause the issuance of the Title Policy; and

(viii) a copy of the filed and accepted Class 6b Eligibility Application and Incentives Appeal Form **[and Triennial Affidavit for Incentive Properties filed with the Assessor and the ordinance or resolution adopted by the Village in support of Seller's Tax Incentive]**.

(b) Purchaser's Closing Deliveries. In addition to the Purchase Price, transfer declarations and other documents described in this Agreement to be delivered by Purchaser at Closing, Purchaser shall deliver or cause to be delivered to Seller at Closing the following, in each case fully executed by Purchaser and in form and substance reasonably acceptable to each of Seller and Purchaser:

(i) Purchaser's executed counterpart of a closing or disbursement statement prepared by the Title Company; and

(ii) such documents, closing statements, affidavits, searches, declarations, lien waivers, certificates, indemnities or deposits as shall be customary, necessary or appropriate to complete the transaction and cause the issuance of the Title Policy.

17. Remedies. In the event the Closing and the consummation of the transaction contemplated by this Agreement do not occur by reason of a material default by Purchaser, Seller, as its sole and exclusive remedy, may terminate this Agreement by written notice to Purchaser, in which event Purchaser shall be liable to Seller in the amount of and shall pay or cause to be paid to Seller the Earnest Money. In the event the Closing and the consummation of the transaction contemplated by this Agreement do not occur by reason of a material default by Seller, Purchaser may, as its sole and exclusive remedy, either: (y) terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be refunded to Purchaser and Seller shall reimburse Purchaser for Purchaser's reasonable, actual out-of-pocket costs and expenses incurred in connection with the transaction contemplated hereby, following receipt from Purchaser of paid invoices and other documentation reasonably requested by Seller to verify those costs and expenses not to exceed \$25,000; or (z) enforce specific performance of this Agreement; provided that any action for specific performance must be commenced within ninety (90) days after the applicable scheduled Closing Date. If, however, the equitable remedy of specific performance is "not available" (as defined in the immediately following sentence), Purchaser may seek any other right or remedy available at law or in equity. For purposes of this provision, specific performance shall be considered "**not available**" to Purchaser only if (i) Seller intentionally and willfully breaches this Agreement resulting in a conveyance of all or any portion of its interest in the Property or (ii) a court of competent jurisdiction determines conclusively that Purchaser is entitled to specific performance on the merits of its claim but said court or arbitrator is unable to enforce specific performance due to reasons beyond the control of the court or arbitrator.

18. Escrow and Closing Costs. The sale contemplated by this Agreement shall be closed through an escrow (the "**Closing Escrow**") with the Title Company in accordance with the provisions of the Title

Company's standard form of Deed and Money Escrow Agreement, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement and as agreed to by the parties. Upon the creation of the Closing Escrow, payment of the Purchase Price and delivery of the deed and other closing documents shall be made through the Closing Escrow. The cost of the Closing Escrow shall be divided equally between Seller and Purchaser. All real estate recording fees payable in connection with the deed conveying title to Purchaser shall be paid by Purchaser, and all recording or other fees relating to the release of any Seller Lien shall be paid by Seller. Purchaser and Seller shall each pay their fees and expenses incurred in the preparation, execution and performance of their respective obligations under this Agreement. Purchaser and Seller shall make all deposits into the Closing Escrow in a timely manner to permit the Title Company to disburse on the Closing Date.

19. §1031 Exchange. Purchaser and Seller may each effect a tax-deferred exchange (each, an "Exchange") in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended, which Exchange will involve an exchange of another property or properties, and the Property, so long as same does not postpone the Closing Date. Each party agrees to accommodate the other party by participating in the Exchange provided that (a) the non-exchanging party shall not incur any cost, expense or liability in connection with the exchanging party's Exchange, (b) the exchanging party shall indemnify, defend and hold the non-exchanging party harmless from and against any and all cost, loss, liability and expenses arising out of or in connection with the exchanging party's Exchange, (c) such Exchange is carried out in accordance with all applicable laws and all documentation concerning the Exchange shall be reasonably satisfactory to the non-exchanging party and its attorneys, (d) such Exchange does not adversely affect the non-exchanging party in any material respect, regarding the terms and conditions of the transaction, and (e) such Exchange does not have an adverse effect on title set forth in this Agreement. The terms and provisions of this Section 20 shall survive the Closing.

20. Time. Time is of the essence of this Agreement.

21. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, transferees, successors and assigns, including without limitation any entity with which any corporate party may merge or consolidate or to which it may transfer substantially all of its assets.

22. Notices. All notices and other communications under this Agreement shall be in writing and may be given by any of the following methods: (a) personal delivery; (b) registered or certified mail, postage prepaid, return receipt requested; (c) overnight delivery service; or (d) email. Notices shall be sent to the appropriate party at its address given below (or at such other address for such party as shall be specified by notice given hereunder):

If to Purchaser:

Purely Cold Storage and Warehousing,
LLC

Attn: Joe Musillami
Email: jmusillami@purelymeat.com

With a copy to:

Burke, Warren, MacKay & Serritella
330 North Wabash, 21st Floor

If to Seller:

7500 Industrial East LLC
2 Gateway Court
Bolingbrook, IL 60440
Attn: Robert Giammanco
Email: bobg@2xlcorp.com

With a copy to:

Taft Stettinius & Hollister LLP
111 East Wacker Drive, Suite 2800

Chicago, IL 60611
Attn: Christopher E. Kentra;
J. Diego Ledesma
Email: ckentra@burkelaw.com;
dledesma@burkelaw.com

Chicago, IL 60601
Attn: Kenneth Klassman
Email: KKlassman@taftlaw.com

All such notices and communications shall be deemed received upon the earlier of (a) actual receipt thereof by the addressee, or (b) actual delivery thereof to the appropriate address. The attorney for either party shall be entitled to deliver a notice on behalf of such party, and any such notice delivered by counsel shall be deemed to have been delivered by the party represented.

23. Severability. To the extent any provision of this Agreement, or the application thereof to any person or situation shall be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall continue to be valid and enforceable to the fullest extent permitted by law.

24. Other Provisions. Any payments herein required to be made by Purchaser at the time of the Closing shall be by wire transfer of immediately available funds. This Agreement shall be construed, and the rights and obligations of the parties hereunder, shall be determined in accordance with the laws of the State of Illinois without reference to its conflicts of law rules. Section headings and numbers herein are included for convenience of reference only, and if there shall be any conflict between any such numbers and headings and the text of this Agreement, the text shall control. This Agreement shall be deemed to have been jointly drafted by the parties. This Agreement (including the exhibits and schedules referred to in this Agreement and attached hereto, which are hereby incorporated herein and made a part hereof by reference) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications of the parties dealing with such subject matter, whether oral or written. No other promise, agreement, understanding, or representation concerning such subject matter will be binding unless made in writing and signed by the parties hereto. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or Illinois state holiday, such time for performance shall be extended to the next day (a “**business day**”) that is not a Saturday, Sunday or Illinois state holiday. All amendments to this Agreement must be in writing and signed by all of the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same instrument. Counterparts transmitted by email or other electronic means shall have the same force and effect as an original counterpart, but a party delivering a counterpart electronically shall also deliver an original counterpart upon request of the other party. The failure (with or without intent) of any party to insist upon the strict performance by any other party of any provision of this Agreement shall not be deemed to constitute a modification of any of the provisions hereof, or a waiver of the right to insist at any time thereafter upon performance strictly in accordance with the provisions of this Agreement. No waiver of any term, condition or provision shall operate as a waiver of any other term, condition or provision of this Agreement, and no waiver of any term, condition or provision shall operate as a continuing waiver except to the extent specifically stated in such waiver. The prevailing party in any legal proceeding brought to enforce this Agreement, or brought relating to the transaction contemplated by this Agreement, will be entitled to recover from the non-prevailing party court costs, reasonable attorneys’ fees and all other reasonable related expenses.

25. Purchaser may not assign its rights under this Agreement without Seller's prior written consent except in accordance with Section 20. Notwithstanding the foregoing, Purchaser may assign this Agreement to an entity which is under common control as Purchaser, provided that Purchaser gives Seller notice of such assignment at least five (5) business days prior to Closing, and further provided that initial

Purchaser named herein shall not be relieved of any of its obligations hereunder pursuant to such an assignment.

[The balance of this page has been left blank intentionally.]

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

SELLER:

7500 INDUSTRIAL EAST LLC,
an Illinois limited liability company

By: _____

Name: Michelle M. Giammarco

Its: President

PURCHASER:

PURELY COLD STORAGE AND
WAREHOUSING, LLC, an Illinois limited liability
company

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

SELLER:

7500 INDUSTRIAL EAST LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

PURCHASER:

PURELY COLD STORAGE AND
WAREHOUSING, LLC, an Illinois limited liability
company


By: 
Name: Manuel Homeno Hecilani
Its: Member

Exhibit A

Legal Description of Land

THE EAST 190 FEET (AS MEASURED ALONG THE NORTH LINE) OF LOT 7 AND THE WEST 10 FEET OF LOT 8 (AS MEASURED ALONG THE NORTH LINE), TAKEN AS A TRACT, IN FOREST PARK INDUSTRIAL CENTER, INC. RESUBDIVISION OF THAT PART OF BLOCKS 1 AND 2 AND LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14, TAKEN AS A TRACT, IN THE SUBDIVISION OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 7500 INDUSTRIAL DRIVE, FOREST PARK, IL

PIN: 15-24-404-021-0000



Settlement Date:	February 25, 2022
Disbursement Date:	February 25, 2022
Order Number:	CCHI2109436LD
Escrow Officer:	Erin Caccamo
Buyer:	PURELY COLD STORAGE AND WAREHOUSING, LLC, an Illinois limited liability company or its nominee or assignee
Seller:	7500 INDUSTRIAL EAST, LLC, an Illinois limited liability company
Lender:	PNC Bank, National Association
Property:	7500 Industrial Drive Forest Park, IL 60130

Printed on 2/25/2022 1:13:08 PM

Disbursement Statement

Seller		Buyer		
Debit	Credit		Debit	Credit
		Title/Escrow Charges (continued)		
		Overnight/Express Delivery Service Fee	75.00	
		Recording Charges		
1,375.00		Cook County Transfer Tax Stamps - Seller to MYDEC Cook County Transfer Stamps		
2,750.00		State Transfer Tax/Stamps to MYDEC Cook County Transfer Stamps		
		Miscellaneous Charges		
110,000.00		Commission to NAI HIFFMAN		
186.00		Authority Docs to Cogency Global Inc		
658,378.73		Payoff to JPMorgan Chase		
12,500.00		Legal Fees to Taft Stettinius & Hollister LLP		
839,313.79	2,750,000.00	Subtotals	2,755,325.00	2,350,224.06
		Balance Due FROM Buyer		405,100.94
1,910,686.21		Balance Due TO Seller		
2,750,000.00	2,750,000.00	Totals	2,755,325.00	2,755,325.00

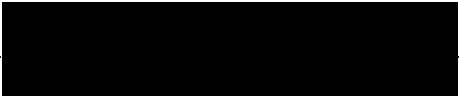
BUYER

PURELY COLD STORAGE AND WAREHOUSING, LLC, an Illinois limited liability company or its nominee or assignee

BY: see attached

SELLER

7500 INDUSTRIAL EAST, LLC, an Illinois limited liability company

BY: 

Chicago Title and Trust Company

BY: 
Chicago Title and Trust Company

SIGNATURE PAGE TO ALTA SETTLEMENT STATEMENT

Commitment Number:

CCHI2109436LD

Dated as of the ____ day of February, 2022.

PURCHASER:

**PURELY COLD STORAGE AND
WAREHOUSING, LLC**, an Illinois limited
liability company

By: _____

Name: Maribel Musillami

Its: Manager

Doc#. 2206006272 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/01/2022 01:43 PM Pg: 1 of 4

This Instrument Prepared By:

Taft Stettinius & Hollister LLP
111 E. Wacker Drive, Suite 2800
Chicago, Illinois 60601
Attn: Kenneth Klassman, Esq.

Dec ID 20220201628658
ST/CO Stamp 1-386-543-504 ST Tax \$2,750.00 CO Tax \$1,375.00

After Recording Return To:

Burke, Warren, MacKay & Serritella
330 N. Wabash, 21st Floor
Chicago, Illinois 60611
Attn: J. Diego Ledesma

CHI 2109436402K2

SPECIAL WARRANTY DEED

That **7500 INDUSTRIAL EAST LLC**, an Illinois limited liability company ("Grantor"), whose mailing address is 2 Gateway Court, Bolingbrook, Illinois 60440, and **PURELY COLD STORAGE AND WAREHOUSING, LLC**, an Illinois limited liability company ("Grantee"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, that certain tract of real property situated in Cook County, Illinois, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements and fixtures thereon and all rights, interests and appurtenances appertaining thereto (collectively, the "**Property**").

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever; and subject to those matters listed on **Exhibit B** attached hereto and made a part hereof (collectively, the "Permitted Exceptions"), Grantor does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular, the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

[Signature Page Follows]

VILLAGE OF
FOREST PARK
PROPERTY COMPLIANCE
No. **9348**
2-22-22
Approved/Date

IN WITNESS WHEREOF, Grantor has executed and delivered this Special Warranty Deed as of this 21 day of February, 2022.

GRANTOR:

7500 INDUSTRIAL EAST LLC,
an Illinois limited liability company

By: 

Name: Michelle M. Giammanco ✓

Title: President

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County of Cook, in the State of Illinois, DO HEREBY CERTIFY that Michelle M. Giammanco, personally known to me to be the President of 7500 Industrial East LLC, an Illinois limited liability company, the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that she signed and delivered the foregoing instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21 day of February, 2022.

Notary Public, State of ILLINOIS
My Commission Expires: 5-1-2023



[NOTARIAL SEAL]

Mail subsequent tax bills to:

Purely Cold Storage and Warehousing, LLC
7500 Industrial Drive
Forest Park, Illinois 60130



Exhibit A

PROPERTY

THE EAST 190 FEET (AS MEASURED ALONG THE NORTH LINE) OF LOT 7 AND THE WEST 10 FEET OF LOT 8 (AS MEASURED ALONG THE NORTH LINE), TAKEN AS A TRACT, IN FOREST PARK INDUSTRIAL CENTER INC. RESUBDIVISION OF THAT PART OF BLOCKS 1 AND 2 AND LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14, TAKEN AS A TRACT, IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 15-24-404-021-0000

Address of the Property: 7500 Industrial Drive, Forest Park, Illinois 60130

Exhibit B**PERMITTED EXCEPTIONS**

1. General real estate taxes for the year(s) 2021 and subsequent years, a lien not yet due and payable.
2. Easement to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Plat recorded/filed as Document No. 20872980, affecting the Southwesterly 10 feet of Lot 7; the Northerly 25 feet of Lots 7 and 8; the Southerly 10 feet of Lot 8; the Southeasterly 10 feet of Lot 8 and the Southwesterly 25 feet of Lot 8.
3. Easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company, and their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as Document No. 21266210.



Declaration ID: 20220201628658

Status: Declaration Submitted

Document No.: Not Recorded

State/County Stamp: Not Issued

**PTAX-203****Illinois Real Estate
Transfer Declaration****Step 1: Identify the property and sale information.**

1 7500 INDUSTRIAL DRIVE

Street address of property (or 911 address, if available)

FOREST PARK

60130-0000

City or village

ZIP

Proviso

Township

2 Enter the total number of parcels to be transferred. 1

3 Enter the primary parcel identifying number and lot size or acreage

15-24-404-021-0000

96,300

Sq. Feet

No

Primary PIN

Lot size or
acreage

Unit

Split
Parcel

4 Date of instrument: 2/25/2022

Date

5 Type of instrument (Mark with an "X."): Warranty deed

Quit claim deed Executor deed Trustee deed

Beneficial interest X Other (specify): Special Warranty Deed

6 Yes X No Will the property be the buyer's principal residence?

7 X Yes No Was the property advertised for sale?
(i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.

Current Intended

a Land/lot only

b Residence (single-family, condominium, townhome, or duplex)

c Mobile home residence

d Apartment building (6 units or less) No. of units: 0

e Apartment building (over 6 units) No. of units: 0

f Office

g Retail establishment

h X X Commercial building (specify): INDUSTRIAL

i Industrial building

j Farm

k Other (specify):

9 Identify any significant physical changes in the property since
January 1 of the previous year and enter the date of the
change. Date of significant change:

Date

Demolition/damage Additions Major remodeling

New construction Other (specify):

10 Identify only the items that apply to this sale.

a Fulfillment of installment contract

year contract initiated :

b Sale between related individuals or corporate affiliates

c Transfer of less than 100 percent interest

d Court-ordered sale

e Sale in lieu of foreclosure

f Condemnation

g Short sale

h Bank REO (real estate owned)

i Auction sale

j Seller/buyer is a relocation company

k Seller/buyer is a financial institution or government
agency

l Buyer is a real estate investment trust

m Buyer is a pension fund

n Buyer is an adjacent property owner

o Buyer is exercising an option to purchase

p Trade of property (simultaneous)

q Sale-leaseback

r Other (specify):

s Homestead exemptions on most recent tax bill:

1 General/Alternative 0.00

2 Senior Citizens 0.00

3 Senior Citizens Assessment Freeze 0.00

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11 Full actual consideration

11 2,750,000.00

12a Amount of personal property included in the purchase

12a 0.00

12b Was the value of a mobile home included on Line 12a?

12b Yes X No



13	Subtract Line 12a from Line 11. This is the net consideration for real property	13	2,750,000.00
14	Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14	0.00
15	Outstanding mortgage amount to which the transferred real property remains subject	15	0.00
16	If this transfer is exempt, identify the provision.	16	b k m
17	Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17	2,750,000.00
18	Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62)	18	5,500.00
19	Illinois tax stamps — multiply Line 18 by 0.50.	19	2,750.00
20	County tax stamps — multiply Line 18 by 0.25.	20	1,375.00
21	Add Lines 19 and 20. This is the total amount of transfer tax due	21	4,125.00

Step 3: Enter the legal description from the deed. Enter the legal description from the deed.

THE EAST 190 FEET (AS MEASURED ALONG THE NORTH LINE) OF LOT 7 AND THE WEST 10 FEET OF LOT 8 (AS MEASURED ALONG THE NORTH LINE), TAKEN AS A TRACT, IN FOREST PARK INDUSTRIAL CENTER INC. RESUBDIVISION OF THAT PART OF BLOCKS 1 AND 2 AND LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14, TAKEN AS A TRACT, IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information

7500 INDUSTRIAL EAST LLC

Seller's or trustee's name

Seller's trust number (if applicable - not an SSN or FEIN)

2 GATEWAY CT

Street address (after sale)

BOLINGBROOK

City

IL

State

60440-4879

ZIP

Seller's daytime phone

Phone extension

USA

Country

☐ Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Buyer Information

PURELY COLD STORAGE AND WAREHOUSING, LLC

Buyer's or trustee's name

Buyer's trust number (if applicable - not an SSN or FEIN)

7500 INDUSTRIAL DR

Street address (after sale)

FOREST PARK

City

IL

State

60130-2516

ZIP

Buyer's daytime phone

Phone extension

USA

Country

☐ Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Mail tax bill to:

PURELY COLD STORAGE AND WAREHOUSING, LLC

Name or company

7500 INDUSTRIAL DR

Street address

FOREST PARK

City

IL

State

60130-2516

ZIP

USA

Country

Preparer Information

KIMBERLY HAM - TAFT LAW



Declaration ID: 20220201628658

Status: Declaration Submitted

Document No.: Not Recorded

State/County Stamp: Not Issued

Preparer and company name	Preparer's file number (if applicable)	Escrow number (if applicable)	
111 E WACKER DR	CHICAGO	IL	60601-3704
Street address	City	State	ZIP
kham@taftlaw.com	312-836-4096		USA
Preparer's email address (if available)	Preparer's daytime phone	Phone extension	Country

☒ Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Identify any required documents submitted with this form. (Mark with an "X.")

_____ Extended legal description	_____ Form PTAX-203-A
_____ Itemized list of personal property	_____ Form PTAX-203-B

To be completed by the Chief County Assessment Officer	
<div>1<div>County Township Class Cook-Minor Code 1 Code 2</div><div>2 Board of Review's final assessed value for the assessment year prior to the year of sale.</div><div>Land _____</div><div>Buildings _____</div><div>Total _____</div></div> <div><div>3 Year prior to sale _____</div><div>4 Does the sale involve a mobile home assessed as real estate? Yes No</div><div>5 Comments</div></div>	
Illinois Department of Revenue Use	Tab number



PTAX-203-A

Illinois Real Estate Transfer Declaration Supplemental Form A

(Non-residential: sale price over \$1 million)

Step 1: Identify the property and sale information.

- 1 Enter the property's street address, city or village, and township. (From Line 1 of Form PTAX-203)

7500 INDUSTRIAL DRIVE	FOREST PARK	Proviso
Street address of property (or 911 address, if available)	City or village	Township
 - 2 Enter the parcel identifying number from Line 3a of Form PTAX-203. Parcel Identifier: 15-24-404-021-0000
 - 3 Enter the total number of months the property was for sale on the market. 02 Months
 - 4a Was the improvement occupied on the sale date? A "No" response means that all improvements were totally unoccupied. Yes No ☒ No

If the answer is "No," enter the total number of months all improvements were unoccupied before the sale date. Go to Line 5. 24 Months
 - 4b Enter the approximate percentage of total square footage of improvements occupied or leased on the sale date. Include all improvements. 0 %
 - 4c Did the buyer occupy the property on the sale date? **If the answer is "No,"** go to Line 5. Yes No
 - 4d Will the buyer continue to occupy part or all of the property after the sale? Yes No
 - 4e Enter the beginning and ending dates of the buyer's lease agreement. Lease dates: _____ to _____
 - 4f Briefly describe any renewal options.
-
- 5 If the buyer owns other properties within an approximate one-half mile radius of the property, complete the following information for the two closest properties owned by the buyer

Street address	City or village	Parcel identifying number
Property 1 _____	_____	_____
Property 2 _____	_____	_____
 - 6 Did Line 12a of Form PTAX-203 include an amount for a transfer of personal property?
If the answer is "Yes," list the personal property transferred.* Yes No ☒ No
 - 7 Did the seller's financing arrangements affect the sale price on Line 11 of Form PTAX-203?
If the answer is "Yes," please explain how the financing affected the sale price Yes No ☒ No
 - 8 In your opinion, is the net consideration for real property entered on Line 13 of Form PTAX-203 a fair reflection of the market value on the sale date? X Yes No
If the answer is "No," please explain.



COOK COUNTY

Real Estate Transfer Declaration

PROPERTY IDENTIFICATION:

Address of Property7500 INDUSTRIAL DRIVEFOREST PARK60130-0000
Street or Rural RouteCityZIP

Permanent Real Estate Index No. 15-24-404-021-0000TownshipProviso

Date of Deed 2/25/2022Type of Deed Special Warranty Deed

TYPE OF PROPERTY:

☐ Single Family☒ Commercial

☐ Condo, co-op☐ Industrial

☐ 4 or more units (residential)☐ Vacant Land

☐ Mixed use (commer. & resid.)☐ Other (select description)

INTEREST TRANSFERRED:

☒ Fee title☐ Controlling interest in real estate entity (ord. Sec. 2)

☐ Beneficial interest in a land trust

☐ Lessee interest in a ground lease☐ Other (select description)

LEGAL DESCRIPTION:

Sec. 24Twp. ProvisoRange 12

THE EAST 190 FEET (AS MEASURED ALONG THE NORTH LINE) OF LOT 7 AND THE WEST 10 FEET OF LOT 8 (AS MEASURED ALONG THE NORTH LINE), TAKEN AS A TRACT, IN FOREST PARK INDUSTRIAL CENTER INC. RESUBDIVISION OF THAT PART OF BLOCKS 1 AND 2 AND LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14, TAKEN AS A TRACT, IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMPUTATION OF TAX:

Full actual consideration2,750,000.00

Less amount of personal property included in purchase0.00

Net consideration for real estate2,750,000.00

Less amount of mortgage to which property remains subject0.00

Net taxable consideration2,750,000.00

Amount of tax stamps (\$0.25 per \$500 or part thereof)1,375.00

ATTESTATION OF PARTIES: we hereby declare the full actual consideration and above facts contained in the declaration to be true and correct.

7500 INDUSTRIAL EAST LLC2 GATEWAY CTBOLINGBROOK60440-4879
Name and Address of SellerStreet or Rural RouteCityZIP Code

PURELY COLD STORAGE AND WAREHOUSING, LLC7500 INDUSTRIAL DRFOREST PARK60130-2516
Name and Address of BuyerStreet or Rural RouteCityZIP Code

☐ Buyer has a different mailing address for tax documents.

PURELY COLD STORAGE AND WAREHOUSING, LLC7500 INDUSTRIAL DRFOREST PARKIL60130-2516
Name or companyStreet addressCityStateZIP Code



Declaration ID: 20220201628658

Status: Declaration Submitted

Document No.: Not Recorded

State/County Stamp: Not Issued

City Stamp:

Exempt Transfers

(Select the Appropriate Exemption)

Exempt transfers are subject to the requirement contained in subsection 7(c) of this ordinance.

7(c) "No transfer shall be exempt from the tax imposed by this ordinance unless the declaration describes the facts supporting the exemption and is accompanied by such supporting documentation as the Recorder may reasonably require."

☒ Transfer is not exempt.

☐ A. Transfers of real property made prior to May 21, 1979, where the deed was recorded after that date or assignments of beneficial interest in real property dated prior to August 1, 1985, where the assignment was delivered on or after August 1, 1985;

☐ B. Transfers involving real property acquired by or from any governmental body or acquired by any corporation, society, association, foundation, or institution organized and operated exclusively for charitable, religious, or educational purposes or acquired by any international organization not subject to local taxes under applicable law;

FEIN of entity holding IRS Tax Exempt Status _____

Note: Prepare to present proof of IRS tax exempt status, if requested, at time of recording.

☐ C. Transfers in which the deed, assignment, or other instrument of transfer secures debt or other obligation;

☐ D. Transfers in which the deed, assignment, or other instrument of transfer, without additional consideration, confirms, corrects, modifies, or supplements a deed, assignment, or other instrument of transfer previously recorded or delivered;

☐ E. Transfers in which the transfer price is less than \$100.00;

☐ F. Transfers in which the deed is a tax deed;

☐ G. Transfers in which the deed, assignment, or other instrument of transfer releases property which secures debt or other obligations;

☐ H. Transfers in which the deed is a deed of partition; provided, however, that if a party receives a share greater than its undivided interest in the real property, then such party shall be liable for tax computed upon any consideration paid for the excess;

☐ I. Transfers between a subsidiary corporation and its parent or between subsidiary corporations of a common parent either pursuant to a plan of merger or consolidation or pursuant to an agreement providing for the sale of substantially all of the seller's assets;

☐ J. Transfers from a subsidiary corporation to its parent for no consideration other than the cancellation or surrender of the subsidiary's stock and transfers from a parent corporation to its subsidiary for no consideration other than the issuance or delivery to the parent of the subsidiary's stock;

☐ K. Transfers made pursuant to a confirmed plan of reorganization as provided under section 1146 (c) of Chapter 11 of the U.S. Bankruptcy Code of 1978, as amended;

Provide bankruptcy court docket number: _____

☐ L. Deeds representing transfers subject to the imposition of a documentary stamp tax imposed by the government of the United States, except that such deeds shall not be exempt from filling the declaration; and

☐ M. Transfers in which the deed or other instrument of transfer is issued to the mortgagee or secured creditor pursuant to a mortgage or security interest foreclosure proceeding or sale or pursuant to a transfer in lieu of foreclosure.

April 22, 2020

VIA MAIL & EMAIL

Cook County Assessor's Office
Incentives Department
Attn: Jeanette Thomas
118 North Clark Street
Chicago, Illinois 60602

RE: Revised Class 6b Eligibility Application
7500 Industrial East LLC
7500 Industrial Drive,
Forest Park, Illinois 60130
PIN: 15-24-404-021-0000

Dear Jeanette:

With regard to the above-referenced property, enclosed please find the Revised Class 6b Eligibility Application (the "Application") based on occupation of abandoned property for less than twenty-four (24) months continuous vacancy with a purchase for value, special circumstances, and substantial rehabilitation, along with all attachments available to date.

1. Copy of the certified resolution from the Village of Forest Park supporting and consenting to the incentive on the subject property
2. Previously Submitted 6b Application
3. Updated 6b Application
4. EDS Affidavit
5. Ownership information.
6. Industrial Use
7. Improvement Information
8. Master Statement

As indicated in the above documents, the subject property has been vacant for less than twenty-four (24) continuous months with a purchase for value, special circumstances and substantial rehabilitation. Accordingly, we have contacted the Cook County Bureau of Economic Development for the appropriate Resolution and will forward any pertinent documentation we receive regarding the same. Please contact me at (312) 604-3898 as soon as the control number for this matter is available so I may inform my client accordingly. Thank you in advance for your assistance in this regard. We look forward to successfully completing the Class 6b application process for the above-referenced property.

Regards,

Mark Rogers

Mark Rogers

Encls.

RESOLUTION NO. R-22-20

**A RESOLUTION CONSENTING TO AND SUPPORTING
APPROVAL OF CLASS 6b INCENTIVE
ABATEMENT FOR THE ABANDONED PROPERTY
COMMONLY DESCRIBED AS 7500 INDUSTRIAL DRIVE
IN THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, the Cook County Real Estate Property Classification Ordinance, as amended, provides for real estate tax incentive abatements for newly constructed buildings or other structures which have been substantially rehabilitated to the extent said rehabilitation has added to their value, or building or other structures which are abandoned; and

WHEREAS, 7500 Industrial East, LLC, or its assignee (“Applicant”), owns an abandoned approximately 28,290 square foot industrial building located at 7500 Industrial Drive, Forest Park, Illinois (“Subject Property”); and

WHEREAS, the Applicant has indicated that a Class 6b real estate tax incentive abatement is necessary for the rehabilitation of the Subject Property to occur; and

WHEREAS, the Village Council of the Village of Forest Park feel the proposed rehabilitation of the Subject Property will increase economic activity in the area of the facility, help to relieve conditions of unemployment by creating new employment opportunities, and stabilize or increase the tax base in the Village of Forest Park; and

WHEREAS, the Village Council of the Village of Forest Park support and consent to the filing of a Class 6b real estate tax incentive abatement application by the Applicant.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The proposed rehabilitation of the Subject Property commonly described as 7500 Industrial Drive, Forest Park, Illinois, by 7500 Industrial East, LLC, or its assignee, is

appropriate for real estate tax incentive abatement pursuant to Class 6b of Section 2 of the Cook County Real Property Assessment Classification Ordinance, as amended.

Section 2. The Village Council finds that the Subject Property has been abandoned for less than 24 months and that special circumstances justify that the Subject Property is “abandoned” for purposes of Class 6b, to wit: the Subject Property is vacant and located immediately adjacent to a vehicular thoroughfare; the building is noticeably vacant; and its location makes said Subject Property a target for clandestine, surreptitious or illicit activity, fostering a ripe environment for crime.

Section 3. The Village Council finds that the receipt of Class 6b real estate tax incentive abatement by 7500 Industrial East, LLC, or its assignee, is necessary for the rehabilitation of the Subject Property to occur.

Section 4. The Village Council supports and consents to the filing of a Class 6b real estate tax incentive abatement application by 7500 Industrial East, LLC, or its assignee.

Section 5. 7500 Industrial East, LLC has agreed to and shall reimburse the Village for all fees and costs incurred by the Village in connection with the Class 6b real estate tax incentive abatement application.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 6. This Resolution shall be in full force and effect from and after its passage as required by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of April, 2020.

AYES: _____ 5 _____

NAYES: _____ 0 _____

ABSENT: _____ 0 _____


APPROVED by me this 13th day of April, 2020.

APPROVED:



Rory E. Hoskins, Mayor

ATTEST:



Vanessa Moritz, Village Clerk

THE LAW OFFICES OF
LISTON & TSANTILIS
A PROFESSIONAL CORPORATION



33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

September 3, 2019

VIA HAND DELIVERY

Cook County Assessor's Office
Incentives Department
Attn: Jeanette Thomas
118 North Clark Street
Chicago, Illinois 60602

RE: Class 6b Eligibility Application
7500 Industrial East, LLC
7500 Industrial Drive
Forest Park, Illinois 60130
PIN: 15-24-404-021-0000

Dear Jeanette:

With regard to the above-referenced property, enclosed please find the Class 6b Eligibility Application (the "Application") based on occupation of abandoned property for more than twenty-four (24) months continuous vacancy with a purchase for value and substantial rehabilitation, along with all attachments available to date, including a \$500.00 filing fee and attachments to come.

As indicated in the above documents, the subject property has been vacant for more than twenty-four (24) continuous months with a purchase for value. Please contact me at (312) 604-3898 as soon as the control number for this matter is available so I may inform my client accordingly. Thank you in advance for your assistance in this regard. We look forward to successfully completing the Class 6b application process for the above-referenced property.

Regards,

Mark Rogers
Encls.

OFFICE OF
COUNTY ASSESSOR
RECEIVED

SEP 03 2019

INCENTIVES DEPT.

COOK COUNTY ASSESSOR
FRTZ KAEGI



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: 7500 Industrial East, LLC Telephone: (708) 344-4090
Address: 7500 Industrial Drive
City: Forest Park State: IL Zip Code: 60130

Contact Person (if different than the Applicant)

Name: Roberty Giammanco Telephone: (708) 344-4090
Address: 7550 Industrial Drive
City: Forest Park State: IL Zip Code: 60130
Email: bobg@2xlcorp.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 7500 Industrial Drive
Permanent Real Estate Index Number: 15-24-404-021-0000
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____

City: Forest Park State: IL Zip Code: 60130
Township: Proviso Existing Class: 593

Attach legal description, site dimensions and square footage and building dimensions and square footage.

OFFICE OF
COUNTY ASSESSOR
RECEIVED

SEP 03 2019

INCENTIVES DEPT.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- ☐ New Construction (**Read and Complete Section A**)
- ☒ Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- ☒ Occupation of Abandoned Property - No Special Circumstance
(**Read and Complete Section B**)
- ☐ Occupation of Abandoned Property - With Special Circumstance
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (**TEERM Supplemental Application**)
(**Read and Complete Section C**)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (*excluding demolition, if any*): ASAP

Estimated date of construction completion: ASAP

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

☒ YES [] NO

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation:	<u>ASAP</u>
Date of Purchase:	<u>May 15, 2019</u>
Name of purchaser:	<u>7500 Industrial East, LLC</u>
Name of seller:	<u>Cheri A. Simo, As Sucessor Trustee of the M. Andrew Simo Trust</u>
Relationship of purchaser to seller:	<u>None</u>

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 24 months**, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? _____

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: _____
Date of purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☐ 24 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- ☐ Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

TEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for TEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

*Under the **TEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

No applications will be taken after November 30, 2018.

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? TBD

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: _____ Part-time: _____

How many new permanent full-time jobs will be created as a result of this proposed development?

Approx. 9-12

How many new permanent full-time jobs will be created as a result of this proposed development?

Approx. 9-12

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of “special circumstances” from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant’s request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an “Incentive Appeal”.

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Signature

Roberty Giammanco

Print Name

Date

President/Member

Title

10/4/13

INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Roberty Giammanco as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (*circle as appropriate*) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:

☒ Class 6B ☐ Class 8 (*Industrial property*) ☐ Class 9

3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (*the "Ordinance"*), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (*check as appropriate*):

☐ Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

☒ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Agent's Signature

7550 Industrial Drive

Agent's Mailing Address

7500 Industrial East, LLC

Applicant's Name

bobg@2xlcorp.com

Applicant's e-mail address

Roberty Giammanco - President/Member
Agent's Name & Title

(708) 344-4090

Agent's Telephone Number

7500 Industrial Drive

Applicant's Mailing Address

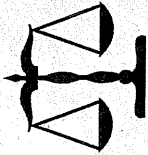
Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

(Please type or Print)

15-24-404-021-0000

7500 Industrial Drive, Forest Park, IL



The Law Offices of Liston & Tsantilis, P.C.
General Account
33 N. LaSalle Street Ste 2800
Chicago, IL 60602
312-604-3811

MB FINANCIAL BANK, NA
Chicago, IL 60603
02-1737710

8755

9/4/2019

PAY TO THE ORDER OF **COOK COUNTY ASSESSOR'S OFFICE**

\$ **500.00

Five Hundred and 00/100***** DOLLARS

COOK COUNTY ASSESSOR'S OFFICE



MEMO

6B Application/7500 Industrial Dr.





CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: 7500 Industrial East, LLC Telephone: (708) 435-4000
Address: 7500 Industrial Drive
City: Forest Park State: IL Zip Code: 60130

Contact Person (if different than the Applicant)

Name: Robert Giammanco Telephone: (708) 435-4058
Address: 7550 Industrial Drive
City: Forest Park State: IL Zip Code: 60130
Email: bobg@2xlcorp.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 7500 Industrial Drive
Permanent Real Estate Index Number: 15-24-404-021-0000
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____
City: Forest Park State: IL Zip Code: 60130
Township: Proviso Existing Class: 593

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- ☐ New Construction (**Read and Complete Section A**)
- ☒ Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- ☐ Occupation of Abandoned Property - No Special Circumstance
(**Read and Complete Section B**)
- ☒ Occupation of Abandoned Property - With Special Circumstance
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (**TEERM Supplemental Application**)
(**Read and Complete Section C**)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction
commencement (*excluding demolition, if any*): ASAP

Estimated date of construction completion: ASAP

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

☐ YES ☐ NO

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation:

Date of Purchase:

Name of purchaser:

Name of seller:

Relationship of purchaser to seller:

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of ***abandonment prior to purchase was less than 24 months***, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? 17 Months

When and by whom was the subject property last occupied prior to the purchase for value?

The building was mainly unoccupied but there was a small group of people there Q4
2018 to wind things down and empty out any remaining assets

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation:	<u>ASAP</u>
Date of purchase:	<u>May 15, 2019</u>
Name of purchaser:	<u>7500 Industrial East, LLC</u>
Name of seller:	<u>Cheri A. Simo, as Successor Trustee of the M. Andrew Simo Trust</u>
Relationship of purchaser to seller:	<u>None</u>

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☐ 24 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- ☐ Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

TEERM SUPPLEMENTAL APPLICATION

*(This form will **ONLY** be utilized for applicants who specifically elect for **TEERM**)*

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

*Under the **TEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

No applications will be taken after November 30, 2018.

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? TBD

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 22 Part-time: 3

How many new permanent full-time jobs will be created as a result of this proposed development?

15+

How many new permanent full-time jobs will be created as a result of this proposed development?

15+

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

[Redacted Signature]

Signature

1-10-2020

Date

Robert Giammanco

Print Name

Managing Member

Title



[Redacted Notary Signature]

1-29-2020

10/4/13

INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Robert Giammanco as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (*circle as appropriate*) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:

☒ Class 6B ☐ Class 8 (*Industrial property*) ☐ Class 9

3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (*the "Ordinance"*), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (*check as appropriate*):

☐ Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

☒ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

[Redacted Signature]
Agent's Signature

7550 Industrial Drive
Agent's Mailing Address

7500 Industrial East, LLC
Applicant's Name

bobg@2xlcorp.com
Applicant's e-mail address

Robert Giammanco - Managing Member
Agent's Name & Title

708-435-4058
Agent's Telephone Number

7500 Industrial Drive, Forest Park, IL 60130
Applicant's Mailing Address



Subscribed and sworn before me this 29 day of January, 20 20

[Redacted Signature]
Signature of Notary Public

EXHIBIT A
(Please type or Print)

PIN(s)

Common Address

15-24-404-021-0000

7500 Industrial Drive, Forest Park, IL 60130

EDS AFFIDAVIT

I, Robert L. Giammanco as agent for 7500 Industrial East LLC (the "Applicant") does hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify:

1. That I am a duly authorized agent for Applicant, who is the owner of the property located at located at 7500 Industrial Drive, Forest Park IL 60130 (PIN: 15-24-404-021-0000) (the "Subject Property").
2. Applicant does not own any other property in Cook County:
3. Applicant's ownership is as follows:

Robert L. Giammanco – 100%



4. To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

Further Affiant Sayeth Not



Date: February 25, 2020

Subscribed and sworn before me
This 25 day of Feb, 2020



Signature of Notary Public



Legal Description, Site and Building Square Footage

Subject: 7500 Industrial Drive Forest Park, IL 60130

PIN: 15-24-404-021-0000

The subject property is approximately 25 years old and currently consists of an approximately 28,290 square foot industrial building located on a 96,300 square foot site. The Applicant plans to lease the property to a related entity, 2XL Corporation who will use the site for warehousing, manufacturing, assembly and distribution of its cleaning and disinfecting products.

Attached hereto please find:

- Legal Description
- Aerial of Subject Property
- ALTA Survey
- Site Plan
- Improvement Overview
- Architectural, Civil and Structural Plans

LEGAL DESCRIPTION

THE EAST 190 FEET (AS MEASURED ALONG THE NORTH LINE) OF LOT 7 AND THE WEST 10 FEET OF LOT 8 (AS MEASURED ALONG THE NORTH LINE), TAKEN AS A TRACT, IN FOREST PARK INDUSTRIAL CENTER, INC. RESUBDIVISION OF THAT PART OF BLOCKS 1 AND 2 AND LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14, TAKEN AS A TRACT, IN THE SUBDIVISION OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 7500 INDUSTRIAL DRIVE, FOREST PARK, IL

PIN: 15-24-404-021-0000



measure select parcels print map layers



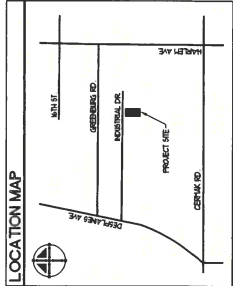
2XL TENANT IMPROVEMENTS

7500 INDUSTRIAL DRIVE FOREST PARK, IL

PROJECT DATA	
APPLICABLE CODES:	
BUILDING:	2018 INTERNATIONAL BUILDING CODE
Mechanical:	2018 INTERNATIONAL MECHANICAL CODE
Electrical:	2017 NATIONAL ELECTRICAL CODE
Plumbing:	2018 INTERNATIONAL PLUMBING AND MECHANICAL CODE
Fire Protection:	2018 INTERNATIONAL FIRE CODE
Energy:	2018 INTERNATIONAL ENERGY CODE
Accessibility:	2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
Building Classification:	
TYPED USE (SEE SEPARATE):	
F-1 (MODERATE-HAZARD FACTORY)	
F-2 (MODERATE-HAZARD STORAGE)	
B (BUSINESS)	
Construction Classification:	
TYPE IS - UNFACED 3/4" AUTOMATIC SPRINKLER SYSTEM	
Building Area:	70,744 SF

GENERAL NOTES	
1.	DO NOT SCALE DRAWING
2.	CONTRACTOR SHALL VERIFY AND RECONCILE ALL UTILITIES WITH THE CITY RECORDS AND FIELD SURVEY
3.	EACH CONTRACTOR SHALL REVIEW COMPLETE PLANS FOR RELATED WORK
4.	CONTRACTOR SHALL VERIFY ALL UTILITIES WITH THE CITY RECORDS AND FIELD SURVEY

SHEET INDEX	
11	TITLE SHEET
12	ARCHITECTURAL
13	MECHANICAL
14	ELECTRICAL
15	PLUMBING
16	ENERGY
17	ACCESSIBILITY
18	CONSTRUCTION
19	LOCATION MAP
20	2XL TENANT IMPROVEMENTS



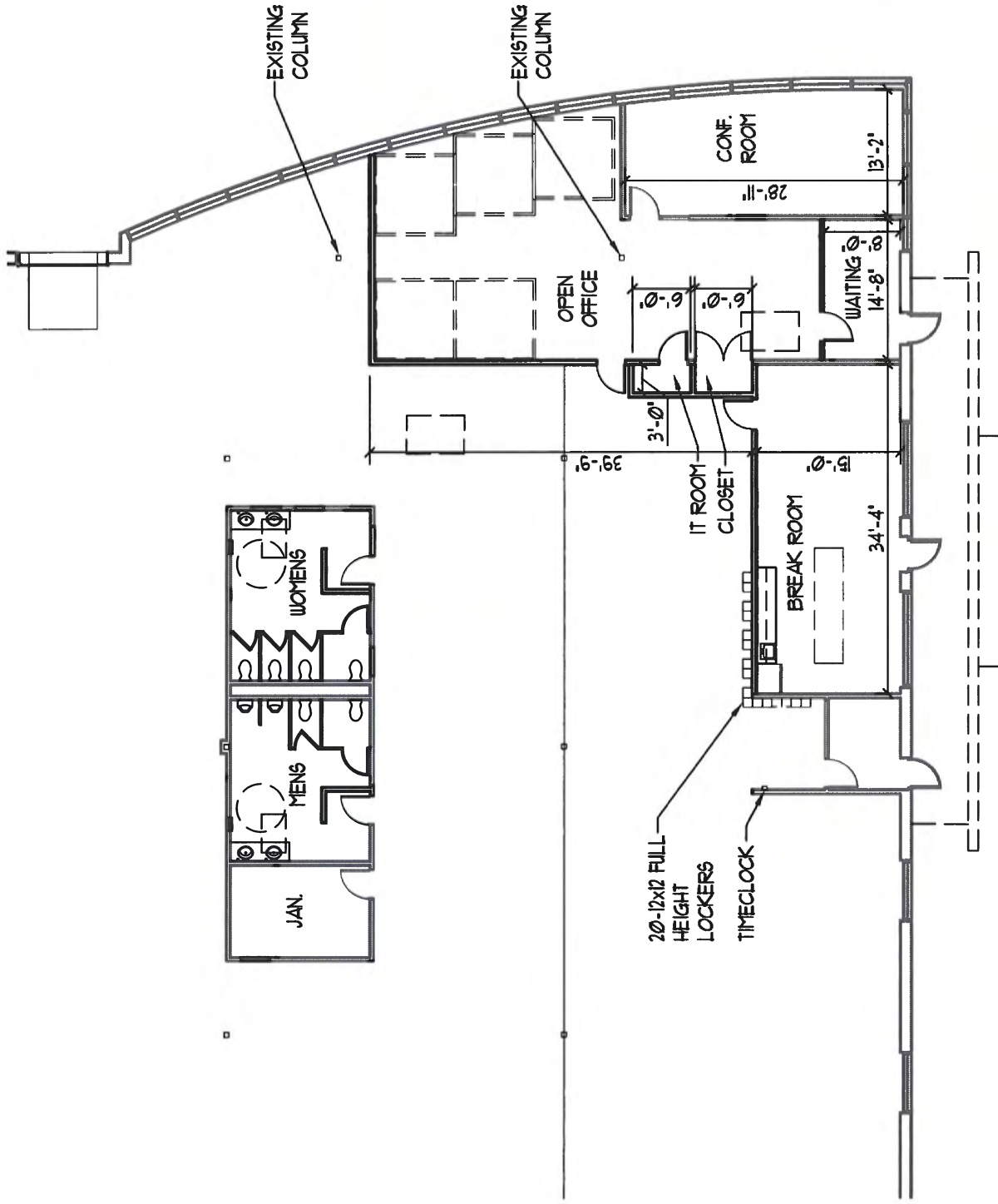
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CLIENT:	2XL TENANT IMPROVEMENTS 7500 INDUSTRIAL DRIVE FOREST PARK, IL 60130 PHONE: 708.771.1111 ATTN: ROBERT GATTAPCO
CONTRACTOR:	PEAK CONSTRUCTION CORPORATION 5815 TOUHY AVE, SUITE 200 CHICAGO, IL 60630 PHONE: 773.786.0000 ATTN: AT THE SITE
ARCHITECT:	PARTNERS IN DESIGN ARCHITECTS 1111 N. LAKE STREET, SUITE 200 CHICAGO, IL 60610 PHONE: 312.467.1000 ATTN: PARTNERS IN DESIGN OR DAN O'NEILL



2XL TENANT IMPROVEMENTS
PROJECT NUMBER: 700.19.083

INTERIOR DEMO SET
ISSUE DATE: 07.19.19



SQUARE FOOTAGES:
 OVERALL OFFICE SPACE = 2052 SF
 OPEN OFFICE ALONE = 628 SF
 BREAK ROOM ALONE = 515 SF

 Partners in Design ARCHITECTS	2XL TENANT IMPROVEMENTS Forest Park, IL OFFICE AREA SKETCH		PROJECT NO.: 10019083 DRAWN BY: EEO CHECKED BY: WHB DATE: 09.18.19	SHEET NO.: D504
	2510 Lake Cook Road Suite 280 Riverwoods, IL 60015 Ph.: (847) 940-0300 Fax: (847) 940-1045			

FINAL ENGINEERING PLANS

2XL CORPORATION

7500 INDUSTRIAL DRIVE
FOREST PARK, IL 60130



UTILITY AND GOVERNING AGENCY CONTACTS

VILLAGE OF FOREST PARK
517 DESPLAINES AVENUE
FOREST PARK, IL 60130
CONTACT: TIMOTHY E. GILLIAN

FOREST PARK FIRE DEPARTMENT
7625 WILCOX
FOREST PARK, IL 60130
CONTACT: BOB MCDEMOTT

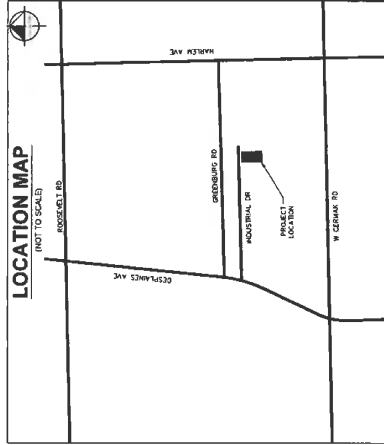
PROJECT TEAM

CONTRACTOR
PEAK CONSTRUCTION CORPORATION
1011 E. LOUHY AVE., SUITE 100
FOREST PARK, IL 60130
TEL: (630) 737-1500
CONTACT: JIM PREMA

ARCHITECT
PARTNERS IN DESIGN ARCHITECTS
2610 LAKE COOK ROAD, SUITE 280
GLENVIEW, IL 60025
TEL: (847) 940-0300
CONTACT: ERIC ORTEGA

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
1011 E. LOUHY AVE., SUITE 100
FOREST PARK, IL 60130
TEL: (630) 487-5550
CONTACT: JARED KENYON, P.E.
JARED.KENYON@KIMLEY-HORN.COM
CONTACT: RYAN MCJUGG
RYAN.MCJUGG@KIMLEY-HORN.COM
EMAIL: RYAN.MCJUGG@KIMLEY-HORN.COM

SURVEYOR
COMPASS SURVEYING
2631 GINGER WOODS PARKWAY, SUITE 100
GLENVIEW, IL 60025
TEL: (630) 820-9100
CONTACT: SCOTT KREBS



Sheet List Table	
Sheet Number	Sheet Title
C0.0	TITLE SHEET
C1.0	GENERAL NOTES
C2.0	EXISTING CONDITIONS PLAN
C3.0	DEMOLITION AND SITE PLAN SECTION 1
C3.1	DEMOLITION AND SITE PLAN SECTION 2
C4.0	EROSION CONTROL AND GRADING PLAN
C5.0	UTILITY PLAN
C6.0	DETAILS

BENCHMARKS

SITE BENCHMARKS:
(LOCATIONS SHOWN ON SURVEY)

SBM #1 CUT SQUARE ON SOUTH FACE OF CONCRETE LIGHTPOLE BASE NORTH SIDE OF INDUSTRIAL DRIVE.
ELEVATION=620.41

SBM #2 NORTHEAST TAG BOLT ON FIRE HYDRANT SOUTH SIDE OF INDUSTRIAL DRIVE, MIDDLE OF SITE
ELEVATION=621.34

SOURCE BENCHMARK:
NCS MONUMENT WITH PID 005309
ELEVATION=619.20 (NAVD 88)

PROFESSIONAL ENGINEER'S CERTIFICATION

I, JARED J. KENYON, A LICENSED PROFESSIONAL ENGINEER OF IL, HEREBY CERTIFY THAT THIS SUBMISSION, PERTAINING ONLY TO THE "C" SERIES CIVIL ENGINEERING PLANS, FOR THE PROJECT OF 7500 INDUSTRIAL DRIVE, FOREST PARK, IL 60130, WAS PREPARED BY ME OR UNDER MY PERSONAL SUPERVISION AND PREPARED ON BEHALF OF PEAK CONSTRUCTION CORP. BY KIMLEY-HORN AND ASSOCIATES, INC. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS 11TH DAY OF SEPTEMBER, A.D., 2019.



IL LICENSED PROFESSIONAL ENGINEER 062-059479
MY LICENSE EXPIRES ON NOVEMBER 30, 2019

TITLE SHEET

2XL CORPORATION

7500 INDUSTRIAL DRIVE
FOREST PARK, IL 60130

ORIGINAL SCALE
KHA PROJECT NO.
181846003
SHEET NUMBER

C0.0

Date of Revision: 11.28.19

C2.0

SHEET NUMBER

KMA PROJECT NO.
188166005

7/25/2018
JAN 2018

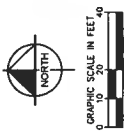
ORIGINAL ISSUE

2XL CORPORATION
7500 INDUSTRIAL DRIVE
FOREST PARK, IL 60130

**EXISTING
CONDITIONS
PLAN**

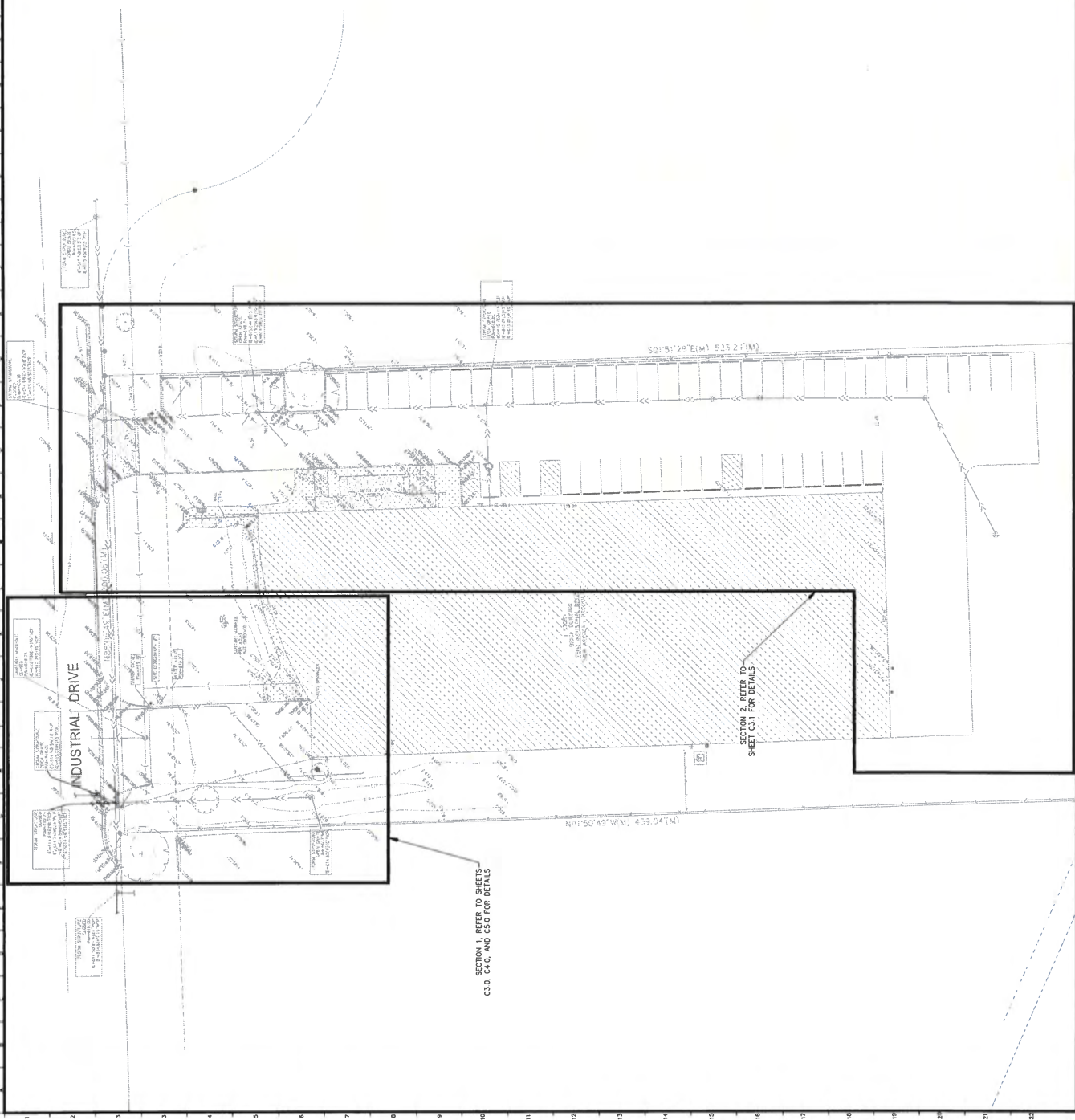
Kimley-Horn
1000 MARSHFIELD ROAD, SUITE 200, UNIT 1, KANSAS CITY, MO 64105
PH: 816.481.1300
WWW.KIMLEY-HORN.COM

NO.	REVISIONS	OWNER CHANGES
09/11/19	RM	
DATE	BY	



Call Before You Dig
1-800-482-7123

UTILITY LEGEND	
EX WATER LINE	—
EX HYDRANT	—
EX WATER VALVE	—
EX SANITARY SEWER LINE	—
EX SANITARY SEWER MANHOLE	—
EX SANITARY SEWER CLEANOUT	—
EX STORM SEWER LINE	—
EX STORM MANHOLE	—
EX STORM STRUCTURE/POCKET	—
EX GAS LINE	—
EX GAS METER	—
EX UNDERGROUND ELECTRIC LINE	—
EX UNDERGROUND TELEPHONE LINE	—
EX LIGHT POLE	—



This document, together with the contract and design presented herein, is an estimate of work to be performed only for the specific project and shall be subject to change without notice. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc. and its without liability to Kimley-Horn and Associates, Inc.



SITE PLAN SECTION 1

SITE DATA TABLE	
TOTAL AREA DISTURBED	4,031 SF
EXISTING IMPERVIOUS AREA	2,519 SF
PROPOSED IMPERVIOUS AREA	2,587 SF

KEY NOTES

1	84 12 CONCRETE CURB AND GUTTER. TYP (SEE DETAILS)
2	CONCRETE SIDEWALK. TYP (SEE DETAILS)
3	CONNECT TO EXISTING PAVEMENT, SIDEWALK CURB TYP
4	CURB CUT WITH RIP-UP JUMP (SEE DETAILS)
5	SITE RETAINING WALL FOR STRUCTURAL PLANS AND DETAILS (SEE STRUCTURAL PLANS)
6	CONCRETE COLLAR (SEE DETAILS)
7	ROADWAYS. TYP (SEE DETAILS. REFER TO ARCHITECTURAL PLANS FOR ACTUAL LOCATIONS)
8	PIEDESTALIN SAFETY HAZARD (REFER TO ARCHITECTURAL/STRUCTURAL DETAILS)

PAVING AND CURB LEGEND	
	CONCRETE DOOR (SEE DETAILS)
	SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	HEAVY DUTY CONCRETE PAVEMENT
	STANDARD PITCH CONCRETE CURB AND GUTTER
	REVERSE PITCH CONCRETE CURB AND GUTTER
	CONCRETE DEPRESSED CURB AND GUTTER

2XL CORPORATION

ORIGINAL ISSUE:
7/26/2019
SHA PROJECT NO.
168166005
SHEET NIIMRFR

C3.0

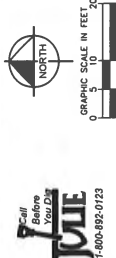
DEMOLITION NOTES

- [illegible]

GENERAL NOTES

- ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED
BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED
REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS

WARNING: CONTRACTOR TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION

[illegible]

SCALE:	AS NOTED
DESIGNED BY:	RAJN
DRAWN BY:	RAJA
CHECKED BY:	JAK

© 2013 KIMLEY-HORN AND ASSOCIATES, INC.
 1501 WINDYBOLT ROAD, SUITE 200, LITTLE ROCK, AR 72202
 PHONE: 501-447-5550
 WWW.KIMLEY-HORN.COM

Kimley»Horn

10

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2XL CORPORATION
7500 INDUSTRIAL DRIVE
FOREST PARK, IL 60130

MOLITION AND
SITE PLAN
SECTION 2

ORIGINAL ISSUE:	7/26/2019
HA PROJECT NO.	168166005
SHEET NUMBER	

GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED
 2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED
 3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS
 4. RAIL ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3'-0" FEET, TYPICAL
 5. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DIAGRAMS.
- ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE

PAVING AND CURB LEGEND

-
1. ASPHALT OVERLAY ON PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- CONCRETE SIDEWALK
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- HEAVY DUTY CONCRETE PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- STANDARD PITCH CONCRETE CURB AND GUTTER
REVERSE PITCH CONCRETE CURB AND GUTTER
CONCRETE DEPRESSIONED CURB AND GUTTER

SITE MAINTENANCE TABLE

24.119 SF

KEY NOTES

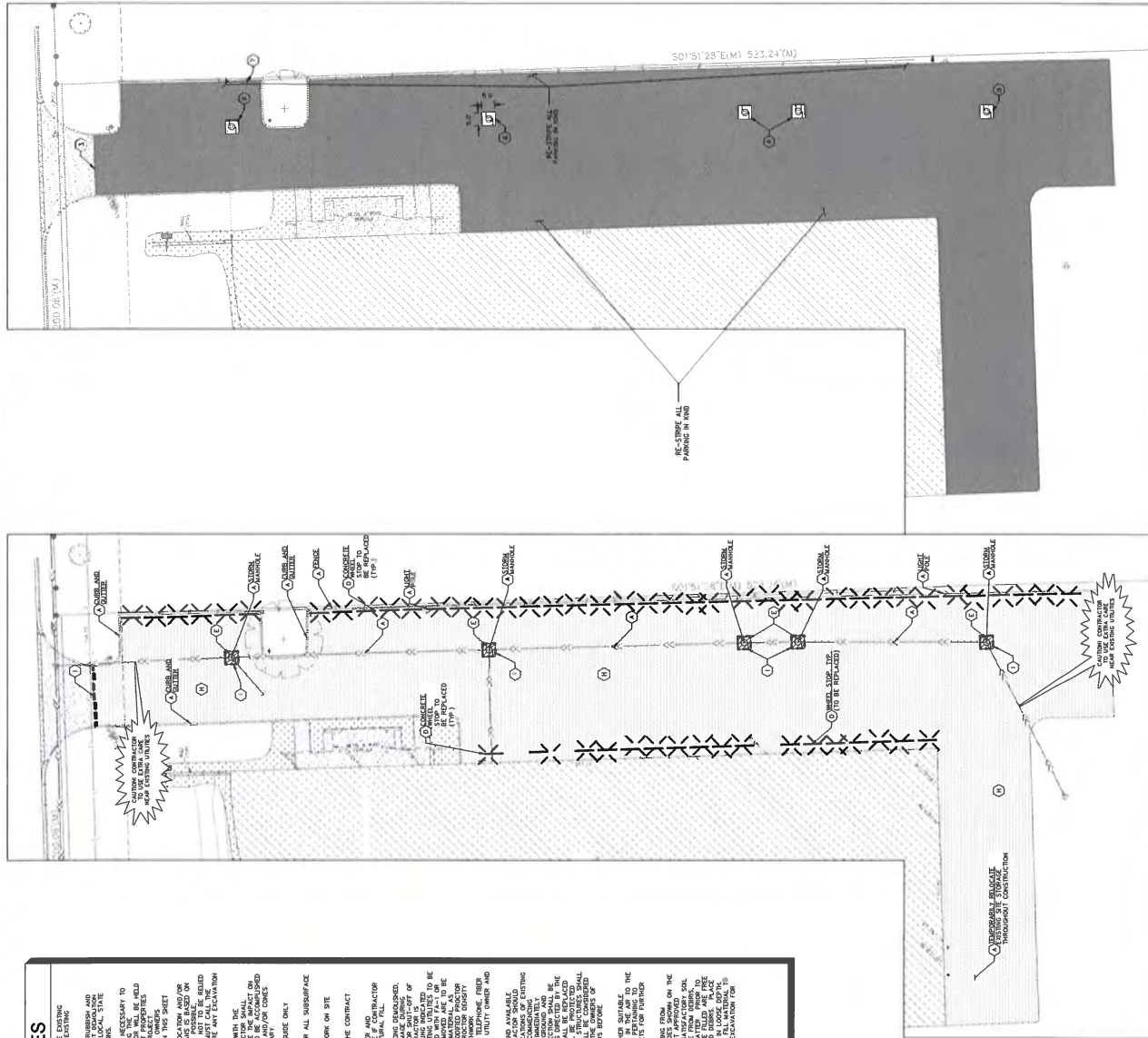
- 1 B6 12 CONCRETE CURB AND GUTTER, TYP. (SEE DETAILS)
 2 CONCRETE SIDEWALK, TYP. (SEE DETAILS)
 3 CONNECT TO EXISTING PARADELLE, SIDEWALK, CURB, TYP.
 4 CURB CUT WITH MP-JAP (SEE DETAILS)
 5 SITE RETAINING WALL PER MANUFACTURER SPECIFICATIONS (SEE ARCHITECTURAL PLANS)
 6 CONCRETE DOLLAR (SEE DETAILS)
 7 CONCRETE WEDGE STOP TO BE REPLACED, TYP.

DEMOLITION NOTES

- 1 CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE EXISTING INFRASTRUCTURE AS SHOWN ON THE ATTACHED SHEET.
- 2 CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL SERIES, RUBBER AND OTHER HAZARDOUS MATERIALS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
- 3 THE PROPOSED REMEDIATION IS ACHIEVING THE REMEDIATION GOALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES CAUSED BY THE REMEDIATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDIATING ANY DAMAGE TO ADJACENT PROPERTIES CAUSED BY THE REMEDIATION.
- 4 THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDIATING ANY DAMAGE TO ADJACENT PROPERTIES CAUSED BY THE REMEDIATION.
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- 11 THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDIATING ANY DAMAGE TO ADJACENT PROPERTIES CAUSED BY THE REMEDIATION.
- 12 THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDIATING ANY DAMAGE TO ADJACENT PROPERTIES CAUSED BY THE REMEDIATION.
- 13 THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDIATING ANY DAMAGE TO ADJACENT PROPERTIES CAUSED BY THE REMEDIATION.
- 14 THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDIATING ANY DAMAGE TO ADJACENT PROPERTIES CAUSED BY THE REMEDIATION.

DEMOLITION LEGEND

- | | |
|-----|---|
| (A) | ITEM TO REMAIN, PROTECT DURING CONSTRUCTION |
| (B) | /// |
| (C) | X X |
| (D) | (NOT USED) |
| (E) | ITEM TO BE REMOVED |
| (F) | /// |
| (G) | Full-Depth Asphalt Pavement Removal |
| (H) | (NOT USED) |
| (I) | (NOT USED) |
| (J) | Asphalt 1.5" Mill |
| (K) | Sawcut Lane |
| (L) | Edge of Roadway |





NOTES:
1. GO TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
2. COORDINATE TOP OF RETAINING WALL ELEVATIONS WITH CIVIL DRAWINGS.
3. SEE DETAILS 4 AND 5/SI 1 FOR TYPICAL UNTEL DETAILS.



Identification of Persons Having an Interest in the Property

Subject: 7500 Industrial Drive Forest Park, IL 60130

PIN: 15-24-404-021-0000

Applicant: 7500 Industrial East LLC

Robert L. Giammanco – 100%



Occupant: 2XL Corporation

Robert L. Giammanco - Owner



7500 Industrial East LLC is the titleholder of the Subject Property and intends to lease a related entity 2XL Corporation for warehousing, manufacturing, assembly and distribution of its cleaning and disinfecting products. 2XL is a leading manufacturer of smart, cost-effective disinfecting products for fitness, healthcare, food service, education, manufacturing, other workplace environments, and consumers around the world. 2XL Corporation's passion is rooted in providing smart solutions in any environment where 'clean' is important.

Industrial Use

Subject: 7500 Industrial Drive Forest Park, IL 60130
PIN: 15-24-404-021-0000

7500 Industrial East LLC (the “Applicant”) is the owner of the Subject Property, which is approximately 25 years old and currently consists of an approximately 28,290 square foot industrial building located on a 96,300 square foot site. The Applicant plans to lease the property to a related entity, 2XL Corporation who will use the site for warehousing, manufacturing, assembly and distribution of its cleaning and disinfecting products.

2XL is a leading manufacturer of smart, cost-effective disinfecting products for fitness, healthcare, food service, education, manufacturing, other workplace environments, and consumers around the world. 2XL Corporation’s passion is rooted in providing smart solutions in any environment where ‘clean’ is important.

In 1997, 2XL developed the world’s first disinfecting gym wipes. The GymWipes®/CareWipes® were an industry first in the fitness and healthcare industries and were first introduced at industry trade shows at a large local hotel by Florida’s Celebration community, New York Javit’s Center and Chicago’s McCormick Place. In 2000, 2XL introduced accessories for its products, including the idea of mounting a wipe dispenser upside down. By 2004, GymWipes®/CareWipes® start to become an industry standard and numerous fitness chains, large facilities and forward thinking users start to try 2XL’s different products to keep their locations clean. The company has grown and entered new market segments with cleaning and disinfecting products under its own brand names. 2XL Corporation has customers around the world and has recently been working on a stronger footprint in international markets.

Project :		2XL Corporation - 7500 Industrial Drive	
Contractor:		Peak Construction Corporation	
Date:		10/3/2019	
<u>DESCRIPTION</u>		<u>ORIGINAL BUDGET</u>	
General Conditions		\$	152,400.00
Fee		\$	72,000.00
Excavation and Sitework		\$	104,500.00
Demolition		Included in Rough Carpentry	
Concrete		\$	70,550.00
Masonry		\$	8,000.00
Metals		N/A	
Carpentry (Rough/Trim)		\$	91,000.00
Protection		\$	35,000.00
Doors and Frames		\$	15,000.00
Entrances and Storefronts		N/A	
Plaster and Drywall		Included in Rough Carpentry	
Ceramic Tiling		N/A	
Acoustical Ceilings		Included in Rough Carpentry	
Floorings		\$	45,000.00
Painting/Wallcoverings		\$	45,000.00
Specialties		\$	35,450.00
Equipment		N/A	
Conveying Equipment		N/A	
Fire Suppression		\$	25,000.00
Plumbing		\$	30,000.00
HVAC		\$	65,000.00
Electrical		\$	165,000.00
		\$	-
Total		\$	958,900.00

Chicago Title and Trust Company

5 Westbrook Corporate Center, Suite 100, Westchester, IL 60154

Phone: (708)409-9039 | Fax: (708)409-9914

MASTER STATEMENT

Settlement Date: May 15, 2019

Disbursement Date: May 15, 2019

Escrow Number: 19CNW517006CS

Escrow Officer: Alysia Kramme

Email: krammea@CTT.com

Borrower: 7500 Industrial East, LLC

Seller: Cherie Simo, Trustee

7500 Industrial Dr

Forest Park, IL

Property: 7500 Industrial Dr

Forest Park, IL

Parcel ID(s): 15-24-404-021-0000

Lender: JPMorgan Chase Bank, NA

3050 Highland Pkwy Floor 04

Downers Grove, IL 60515

Loan Number: 10IL2066645.1

SELLER		BORROWER	
\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION			
	1,100,000.00	1,100,000.00	
			50,000.00
			750,000.00
PRORATIONS/ADJUSTMENTS			
35,614.10			35,614.10
27,662.85			27,662.85
NEW LOAN CHARGES - JPMorgan Chase Bank, NA			
Total Loan Charges: \$4,982.50			
		2,900.00	
		2,018.00	
		19.50	
		45.00	
TITLE & ESCROW CHARGES			
		300.00	
		300.00	
125.00			
		25.00	

SELLER		BORROWER	
\$	DEBITS	\$	CREDITS
			TITLE & ESCROW CHARGES
			Insurance Company
		25.00	Title - CPL Fee to Lender to Chicago Title Insurance Company
50.00			Title - CPL Fee to Seller to Chicago Title Insurance Company
		40.00	Title - Email Package Fee to Chicago Title Insurance Company
875.00		875.00	Title - Escrow Fees to Chicago Title and Trust Company
250.00		250.00	Title - GAP Coverage (NYS Closing Fee) to Chicago Title Company, LLC
		50.00	Title - IL APLD Certificate Service Fee to Chicago Title Insurance Company
		500.00	Title - Lender's Title Insurance to Buikema Law Group, LLC
		600.00	Title - Money Lender Escrow in conjunction with Deed and Money Escrow to Chicago Title and Trust Company
		50.00	Title - Overnight/Express Delivery Service Fee to Chicago Title Insurance Company
		125.00	Title - Policy Update Fee to Chicago Title Insurance Company
		250.00	Title - ProForma Fee to Chicago Title Company, LLC
		250.00	Title - ProForma Fee - OP to Chicago Title Company, LLC
85.00			Title - Schedule B Documents to Chicago Title Company, LLC
3.00		3.00	Title - State of Illinois Policy Registration Fee to Chicago Title Insurance Company
		40.00	Title - Wire Transfer Service Fee to Chicago Title and Trust Company
		250.00	ALTA 17-06 - Access and Entry to Chicago Title Insurance Company
		250.00	ALTA 17.2-06 - Utility Access to Chicago Title Insurance Company
		150.00	ALTA 18-06 - Single Tax Parcel to Chicago Title Insurance Company
		250.00	ALTA 22-06 - Location to Chicago Title Insurance Company
		350.00	ALTA 25-06 - *M* - Same as Survey to Chicago Title Insurance Company
		250.00	ALTA 26-06 - *M* - Subdivision to Chicago Title Insurance Company
		1,000.00	ALTA 3.1-06 - *M* - Zoning - Improved Land to Chicago Title Insurance Company
		350.00	ALTA 39-06 - Policy Authentication to Chicago Title Insurance Company

SELLER		BORROWER	
\$		\$	
DEBITS	CREDITS	DEBITS	CREDITS
	TITLE & ESCROW CHARGES		
	ALTA 5.1-06 - Planned Unit Development to Chicago Title Insurance Company	300.00	
	ALTA 8.2-06 - Commercial Environmental Protection Lien to Chicago Title Insurance Company	250.00	
2,750.00	Title - Owner's Title Insurance to Bulkema Law Group, LLC		
400.00	SE 287 - Policy Modification 4 to Chicago Title Insurance Company		
	SE 91 - Deletion of Arbitration 2006 to Chicago Title Insurance Company	350.00	
	Policies to be issued:		
	Owners Policy		
	Coverage: \$1,100,000.00 Premium: \$2,750.00		
	Version: ALTA Owner's Policy 2006		
	Loan Policy		
	Coverage: \$750,000.00 Premium: \$500.00		
	Version: ALTA Loan Policy 2006		
	GOVERNMENT CHARGES		
	Recording Fees to Cook County Recorder	300.00	
550.00	County Transfer Tax to MYDEC Cook County Transfer Stamps		
1,100.00	State Transfer Tax to MYDEC Cook County Transfer Stamps		
	MISCELLANEOUS CHARGES		
2,800.00	Survey to V 3 COMPANIES		
1,546.00	Village Inspection Fee Reimbursement to Bulkema Law Group, LLC		
184.32	Village Water Bill Reimbursement to Bulkema Law Group, LLC		
73,995.27	1,100,000.00 Subtotals	1,112,715.50	863,276.95
	Balance Due FROM Borrower		249,438.55
1,026,004.73	Balance Due TO Seller		
1,100,000.00	1,100,000.00 TOTALS	1,112,715.50	1,112,715.50

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

Cherie Simo, Trustee

BY: Cherie Simo

Attorney Mark

BORROWER:

7500 Industrial East, LLC

BY:

Robert L. Giannanco
Managing Member

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

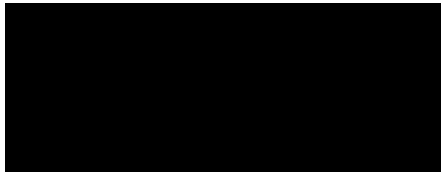


Chicago Title and Trust Company
Settlement Agent

Memo
June 22, 2023

To: Vanessa Moritz, Village Clerk
From: Gene Armstrong, Concerned Van Buren Citizens
Re: Presentation to Board of Commissioners

Delivered herewith is the Concerned Van Buren Citizens Presentation to Board of Commissioners. When I have the opportunity to address the Commissioners, my remarks will relate to this Presentation and to other matters related to the Atenheim Project that are of concern to the residents of The Grove.



PRESENTATION TO THE FOREST PARK BOARD OF COMMISSIONERS
By
CONCERNED VAN BUREN CITIZENS

Introduction:

The Concerned Van Buren Citizens (CVBC) is a commission of the Board of Directors of the Grove Midrise Condominium Association. Its charge is to monitor Village actions in regard to the future uses of the Altenheim Property, to discern the views of Grove residents as to future uses of the property, and to advocate for uses of the property that reflect the views and address the concerns of Grove residents. We appreciate the opportunity to make this presentation

Overall Response to the Altenheim Advisory Committee Final Report:

Speaking as the Board-designated representatives of the residents of The Grove, the CVBC endorses many of the recommendations for development of the property made in the Final Report of the Altenheim Advisory Committee (AAC).

- That development be a mix of public open space and low-density residential. This recommendation appears throughout the Final Report.
- That development be in accordance with the restrictive covenants in the purchase agreement and the conditions imposed by the State grant for demolition of the decrepit buildings. This recommendation also appears throughout the Final Report.
- That development areas immediately adjacent to existing residential development should not be more intensive than the current neighboring use.
- That development process should address the health, safety, and quietude of the Altenheim residents and neighboring residents east of Van Buren.

We also appreciate the AAC urging the Commissioners to be mindful of traffic concerns, storm water management, the desire to mitigate climate change and environmental impacts, and participation of businesses operated by minorities, women and veterans.

We are, however, opposed to commercial development on any portion of the parcel purchased from the Altenheim Senior Living Facility. Furthermore, we urge caution as to commercial development on “the triangle” (the Village-owned parcel north of the Altenheim buildings) and the Village-owned parcel at the curve where Van Buren turns north, as we would be concerned about increased traffic impact on Van Buren.

The MUSE presentation and Commissioner comments at the May 22nd meeting.

Contracting with a consultant:

CVBC does not yet know what input a consultant might provide to the Village. We do urge that any consultant retained to advise as to future uses of the property be informed about the restrictive covenants in the purchase agreement and the limitations imposed by the demolition grant from the State.

Public input:

1. ***What we already have:*** A considerable amount of public input has already been obtained over recent years. **This public input reports the combined views of over 800 residents.**
 - ***The National Parks Service (NPS) study.*** The NPS representative invited residents to apply “post-it notes” to an easel to indicate the uses each participant felt would be desirable and appropriate. We understand that more than 200 residents from throughout the Village took part. The study report showed that the substantial majority of participants preferred residential development and public park/open space.
 - ***The “Keep Forest Park Green” petition.*** A petition was circulated throughout Forest Park inviting residents to express support for “green space” as the best use for the property. We believe that more than 500 residents signed to show their support.
 - ***The CVBC presentation to the AAC.*** Our presentation reported the results of a survey of Grove residents. The 114-survey responses constituted a 62% return rate. The overwhelming preferences were public park uses and acceptance of some residential development.

2. *What may also be available:* There appears to be more public input available. The Final Report states (p. 2-3) that the AAC “engaged in discussions” with major stakeholders, members of committees from neighboring residences and advocates for public uses. It also states that “Prior resident input was reviewed.” If there are minutes of such meetings or summaries of the results of these efforts of the AAC, perhaps they could be provided. In addition, the Final Report states that “a random survey of 50 residents was conducted. . .” We assume this is a reference to the “Wine Walk” questionnaire. Perhaps the questionnaire itself and the tabulated results of this survey could be provided.
3. *What may be unnecessary:* The CVBC respectfully suggests that it is unnecessary to seek more public input that would produce suggestions as to future uses that would likely be barred by the covenants in the purchase agreement and/or the limitations imposed in the demolition grant.
4. *What may be helpful:* While to us it seems as though the general future uses are likely to be residential and parks/open space, we recognize that the ultimate configuration of the entire parcel is yet to be determined. Where on the site should the residential development occur? What part of the purchased parcel should be designated as parks/open space? What are the preferred features of the parks/open space? Further public input on these, and other such questions, might be helpful and could serve as a supplement to the AAC Final Report. Any inquiry should seek to be as inclusive and comprehensive as possible so as, hopefully, to ascertain the views of residents who live throughout Forest Park. To ensure that this result will be achieved, the Village might consider retaining the services of experts in survey processes. Alternatively, the Village could rely on the National Park Survey Report as reflective of the views of a wider Forest Park constituency.

A Necessary Clarification?

The Plot Plans: CVBC believes the plot plans attached to the Final Report are inconsistent with (i) AAC’s stated recommendations that part of the property be used as parks/open space, (ii) the covenants in the Purchase Agreement, and (iii) the restrictions stated in the demolition grant.

None of the CVBC leaders recalls any discussion at any AAC meeting wherein the committee members agreed that these plot plans should be a part of the Final Report. This leads us to question the representation in the Final Report (p. 1) that these plot plans “incorporate the committee’s goals and vision for the property.” We also believe that these plot plans have created confusion and suspicion among those who have followed the Altenheim project over the years and have paid close attention to the work of the AAC – an unfortunate and probably unnecessary outcome.

The CVBC wishes to be sure that the Commissioners are aware that other plot plans were presented to the AAC. The CVBC presented three plot plans – all consistent with the covenants in the purchase agreement and the requirements imposed by the demolition grant. Individual members of the AAC presented plot plans. Those we have access to are attached as Appendix A.¹ Each is consistent with the covenants in the purchase agreement and the DEOC requirements. MUSE led the AAC through an exercise which allowed each member of the committee to indicate a preferred use, including parks/open space, for separately-identified sections of the property. In short, there was ample evidence before the AAC that showed permissible uses: residential and parks/open space. This begs a question the Commissioners might ask: “Why attach to the AAC Final Report plot plans that depicted impermissible uses?”

Finally

We know that presentations were made to the AAC by several concerned groups including: The CVBC, the Cultural Park Committee, the Firefighters’ Union, the Police Union. We would hope that the actual information thus provided would be included as part of the public record of the proceedings of the AAC. As we read it, the Final Report makes no reference to these presentations. Nor does it suggest where interested parties might access this information. Neither the AAC web site nor the Village web site acknowledges the existence of these presentations. Perhaps the Commissioners can address this situation and make a decision as to what course of action might be appropriate. We also note that the minutes of the meetings of the AAC do not seem to be available to the public.

¹ We have not included the plot plan presented by the Cultural Park Committee because it depicts a music venue, not residential and parks/open space. Our survey showed that residents of The Grove are adamantly opposed to a music venue as a future use for the property.

APPENDIX A

Index

Plat plans presented to the Altenheim Advisory Committee by Concern Van Buren Citizens

Concept Drawing No. 1; Gene Armstrong

Site Plan A

Site Plan B

Plat plans presented to the Altenheim Advisory Committee by committee member David Gulyas

David Gulyas No. 1

David Gulyas No. 2



9/27/21

- Gegebo
- Tot Lot



Quiet Grove
Picnic Area

Parking

Flag
pole

- Outer path = 1/2 mile
- Inner path = 1/4 mile
- Paracourse stations
- Garden plots, water access, fence
- ▽ Water station

Mid-Rise

Parking

East
Access

West
Access

pipes

Concordia Cemetery

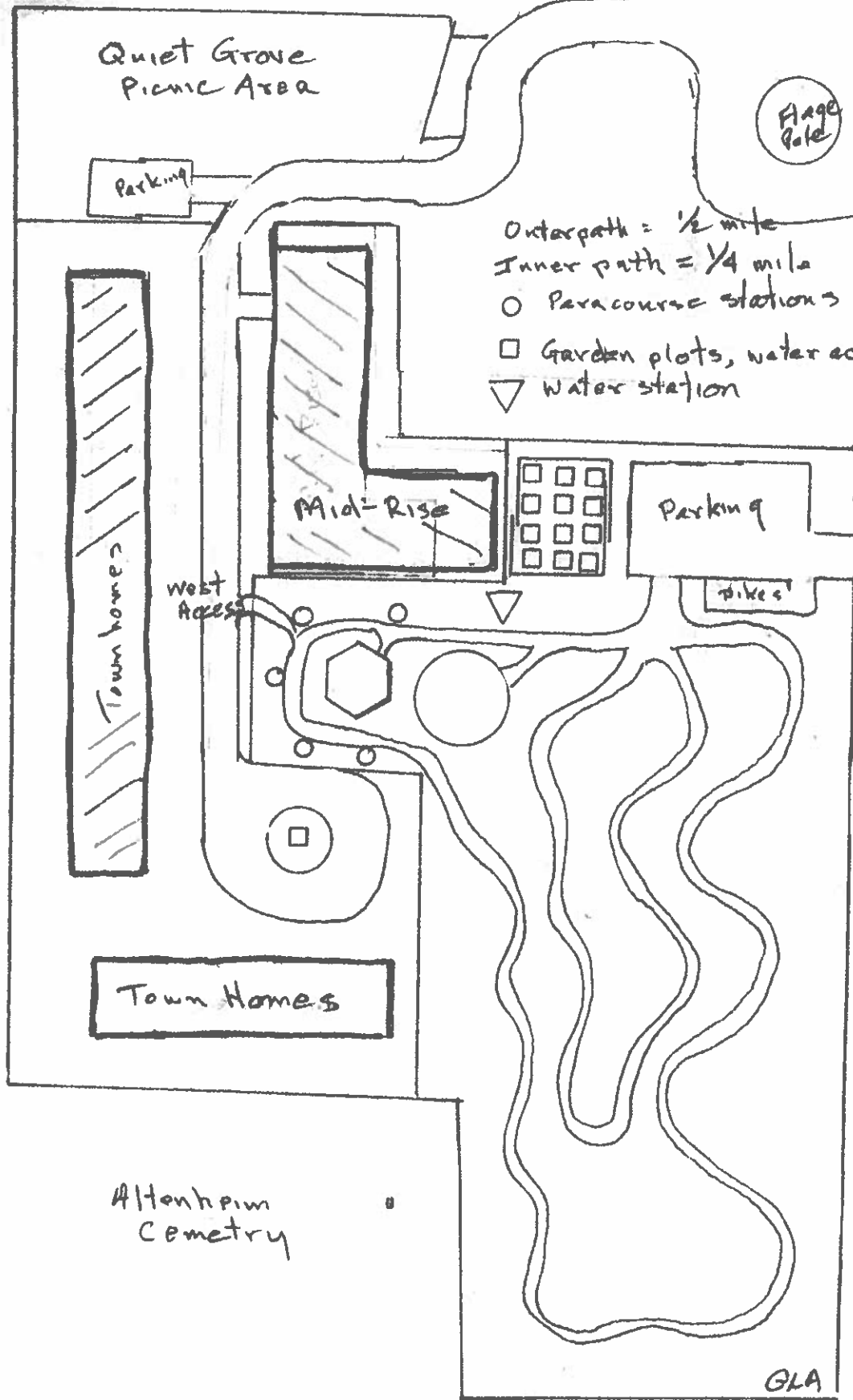
Town homes

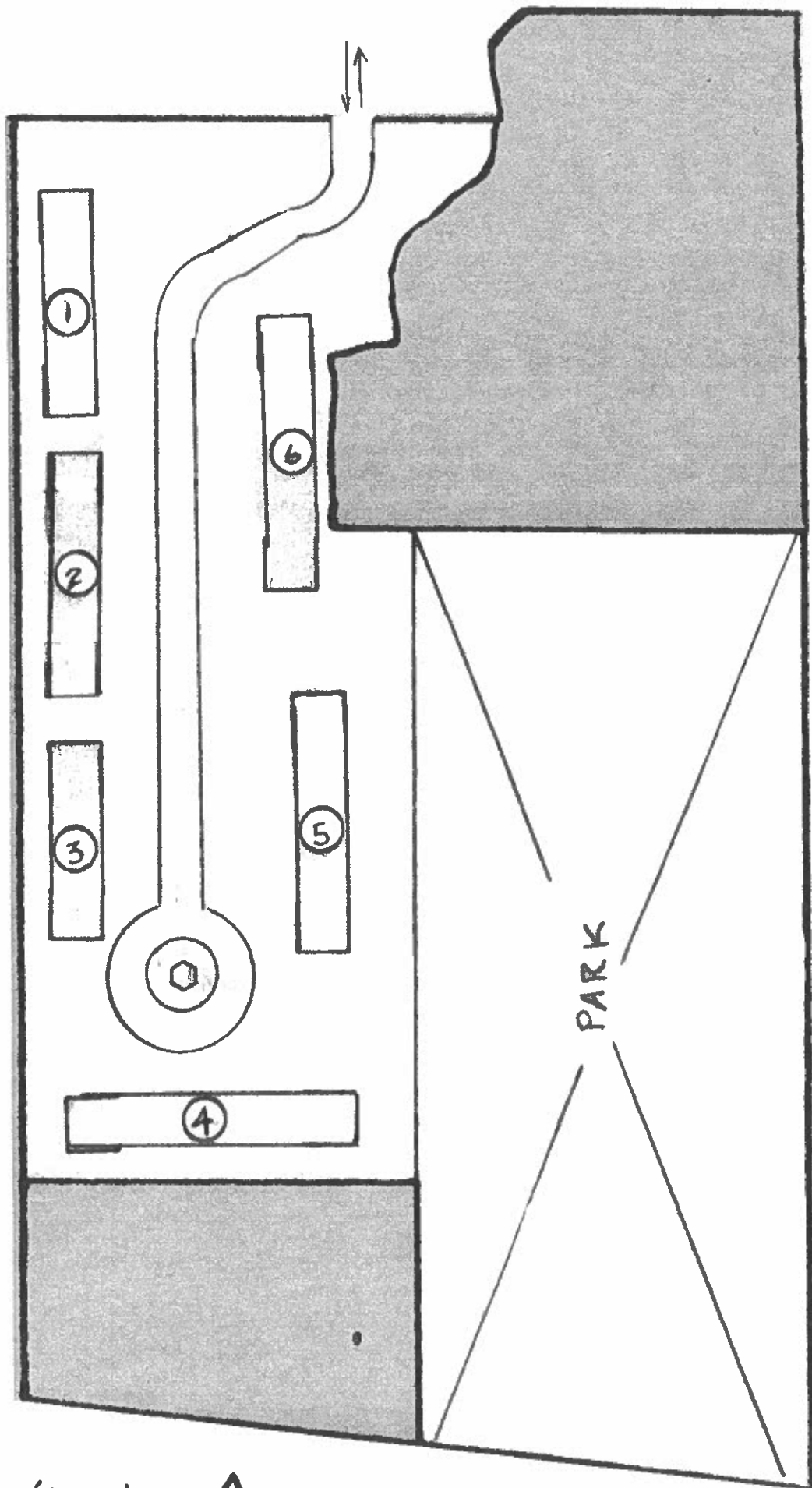
Town Homes

Van Buren

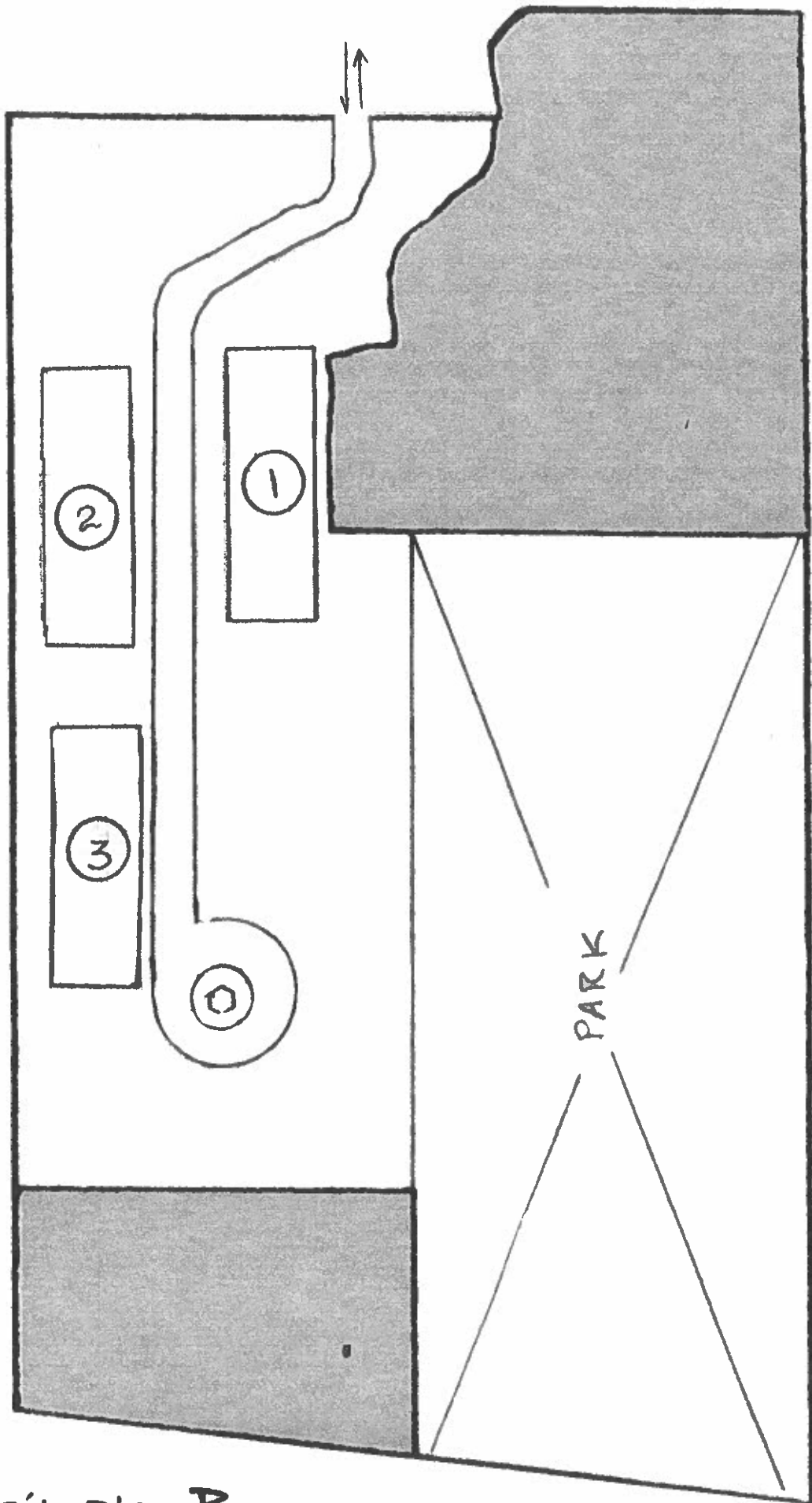
Altenheim
Cemetery

GLA

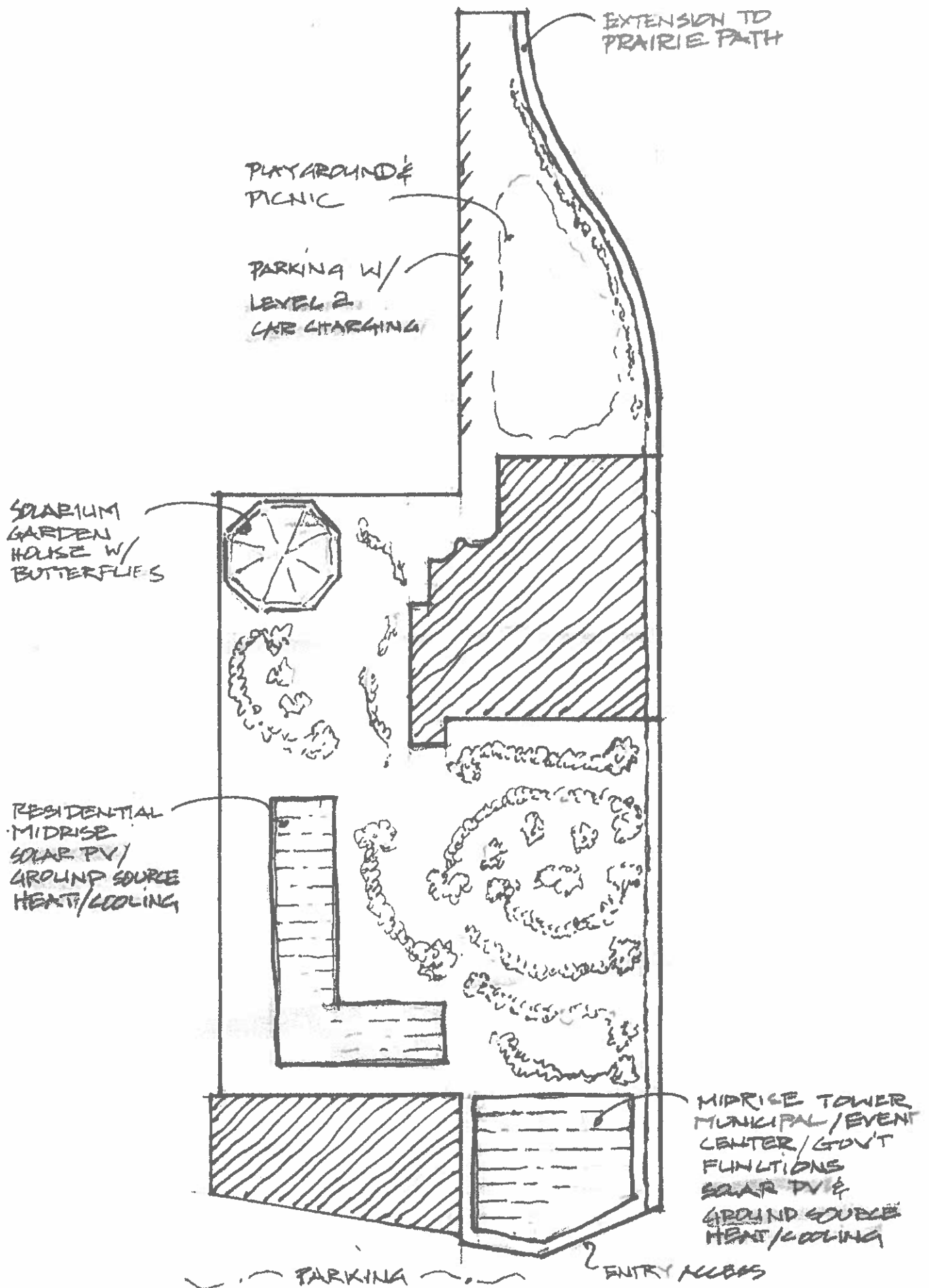




Site Plan A

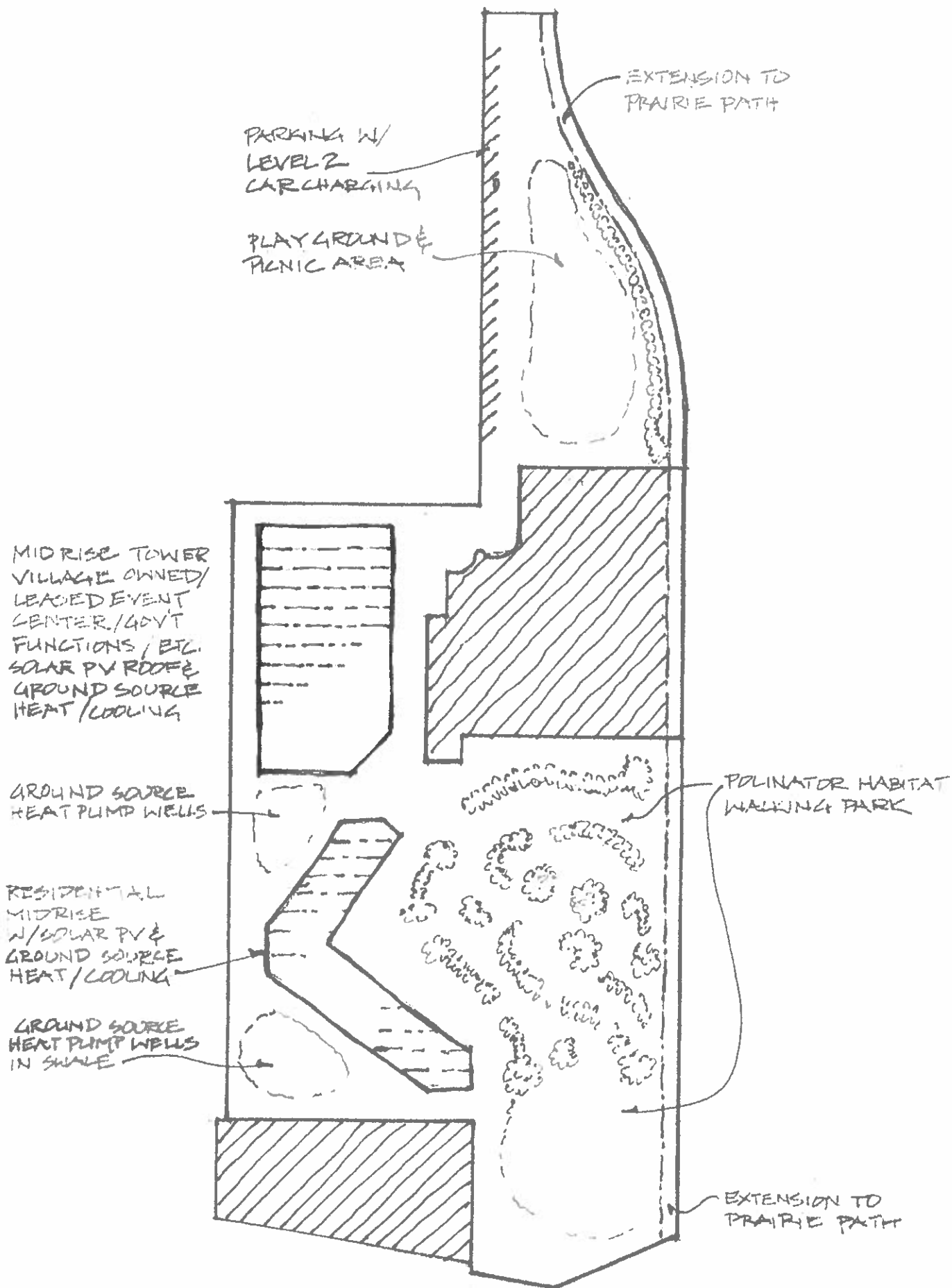


Site Plan B



①

DAVID GILYAS



AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

June 26, 2023

Issue Statement

Request for Village Council action: Consideration of a Resolution Approving and Authorizing the Execution of a Consulting Agreement with Addendum By and Between the Village of Forest Park and Ryan, LLC (f/k/a Kane, McKenna and Associates, Inc.) Regarding the Study and Evaluation of Certain Areas Within the Village Located At or Near Harlem Avenue and Circle Avenue in Regards to a Potential Tax Increment Financing District

Background

As the Village Council is aware, the Village commenced the pursuit of a twelve (12) year extension of its Brown Street Tax Increment Financing (TIF) District that is due to expire on December 31, 2023. Said TIF District was established in the Year 2000. In doing so, concurrence for said extension needed to be sought from all affected taxing bodies. In this case: Cook County, Forest Preserve District of Cook County, Proviso Township, Forest Park Public Library, Forest Park School District 91, Proviso Township High School District 209, Triton Community College, Park District of Forest Park, Metropolitan Water Reclamation District of Greater Chicago and the Des Plaines Valley Mosquito Abatement District.

The main purpose behind the TIF extension centers around the Harlem Avenue Viaduct Replacement Project. This viaduct is located within the municipal boundaries of Forest Park, River Forest and Oak Park and is also partially located within the Village's Brown Street TIF District. The replacement of this viaduct is necessary as it is too low for today's truck traffic and is not wide enough to accommodate the average daily traffic that traverses the north-south Harlem Avenue corridor. Estimates to replace this viaduct are north of \$30M. Earlier this year, our three communities applied for a grant to fund a majority of the costs associated with the project. Should no other local, state or federal funding become available, the Village's required contribution to this project will be \$2.5M, at a minimum. With no General Fund reserve monies available (and all other revenue sources are dedicated to the Village's locally owned above and below ground infrastructure), TIF funding would be targeted to pay for the Forest Park's local share for this project.

Other permissible uses of TIF funding include infrastructure improvements as well as incentivizing private investments. As a reminder, tax increment financing is an economic development tool that is used to raise the value of the designated area.

Returning back to the theme of the first paragraph above, following receipt of letters of concurrence by all taxing bodies, the Illinois General Assembly and Governor shall approve a Bill authorizing the extension of said TIF District. Once this takes place, the Village (then commences a 90-120 day statutory process to finalize extension of same). In light of the fact that should the General Assembly approve a Bill in the fall, the Village would be unable to complete the extension process by the end of 2023.

Therefore, Village Staff is recommending that the Village shift its focus to re-establishing said TIF District upon its expiry at the end of 2023. Should the Village Council agree with this concept, the process to re-establish said TIF District would commence immediately.

The attached proposal from Ryan, LLC (formally known as Kane, McKenna and Associates) outlines the statutory study process that must take place in order to establish a new TIF District. This is the public process that also includes the affected taxing bodies. In consideration of same, the following are some variables to consider how the re-establishment of a TIF District differs than a twelve-year extension effort:

- Value of Brown Street TIF in the Year 2000: \$5,199,367 (Base TIF EAV)
- Value of Brown Street TIF in the Year 2020: \$12,223,132 (2020 TIF EAV)
- Taxing Bodies continue to receive property tax monies based off of Year 2000 Base EAV
- TIF Fund receives incremental property tax monies based off of difference between Base EAV and Current Year EAV. In 2020, said amount totaled \$722,886.
- Should the TIF District be re-established commencing on January 1, 2024, the Base EAV would be the Current Year EAV. In 2020 dollars, said figure is \$12,223,132. Therefore, starting on January 1, 2024, taxing bodies would receive property tax monies based upon the new Base EAV. This means that taxing bodies would receive the following incremental property tax monies each year for as long as new TIF is in existence (23 years max):
 - o Cook County: \$31,807
 - o Forest Preserve: \$4,337
 - o Proviso Township: \$18,795
 - o Village of Forest Park: \$99,035
 - o Forest Park Library: \$32,530
 - o School District 91: \$272,528
 - o School District 209: \$166,264
 - o Triton: \$19,518
 - o FP Park District: \$50,602
 - o MWRD: \$26,747
 - o Mosquito Abatement: \$723
- Should the noted TIF District be extended for a period of twelve years, the Base TIF EAV would stay at the Year 2000 level. Property tax revenues received by taxing bodies would not change for said twelve-year period.

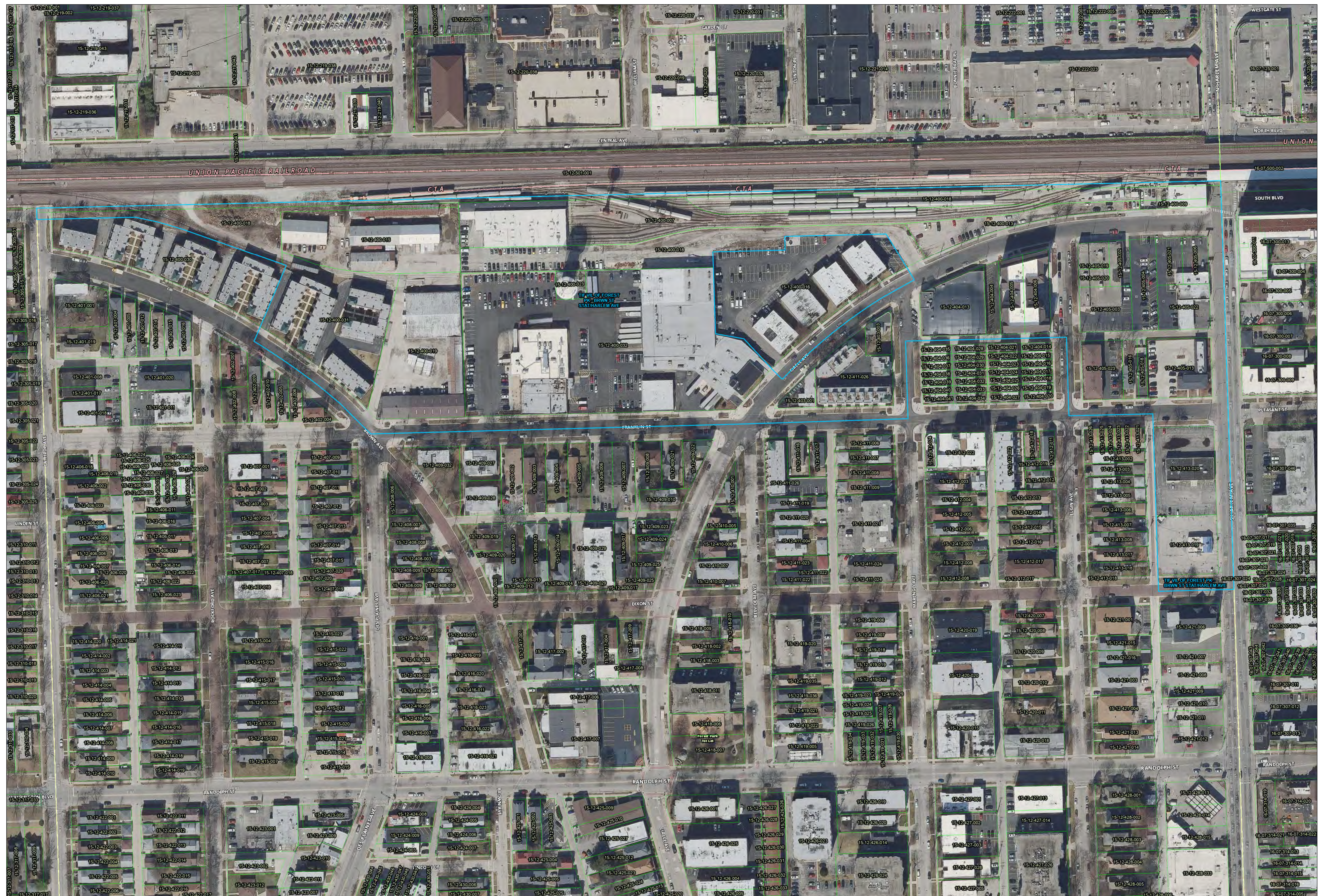
Throughout the history of the current Brown Street TIF, approximately \$8.8M in TIF increment has been generated. As of the writing of this memo, there are approximately \$4.0M in unused TIF funds. Again, such funds can be used in the future for the viaduct project, infrastructure improvements or private improvements located in said Brown Street TIF area. Should the TIF District be re-established, the existing fund balance can be transferred into the newly established TIF (in the Year 2000, said TIF fund started at \$0).

Phil McKenna of Ryan, LLC will be present at the June 26 meeting to discuss this concept with the Village Council. Village Attorney Brian Baugh will also be attending the meeting; he has extensive experience with TIF Districts and can also opine on questions and comments.

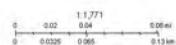
Staff notes that the above figures were taken from the Village's TIF reports and the taxing districts' breakdowns were calculated using recent property tax bills from said TIF District. The current fund balance number is an estimate and not final and is unaudited.

Attachments

- Ryan, LLC Proposal
- Current TIF District Boundary Map
- Draft Future TIF District Boundary Map (Note: An effort was made to remove to the greatest extent possible residential units out of said TIF District)



Current Brown Street TIF Map. Note omission area on north side of Circle Avenue.



Draft TIF Map.
Note omission
areas in blue.

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF A CONSULTING AGREEMENT WITH ADDENDUM BY AND
BETWEEN THE VILLAGE OF FOREST PARK AND RYAN, LLC
(f/k/a KANE, MCKENNA AND ASSOCIATES, INC.) REGARDING THE
STUDY AND EVALUATION OF CERTAIN AREAS WITHIN THE
VILLAGE LOCATED AT OR NEAR HARLEM AVENUE AND CIRCLE AVENUE
IN REGARDS TO A POTENTIAL TAX INCREMENT FINANCING DISTRICT**

WHEREAS, the Village of Forest Park (the "Village") is considering the study and evaluation of certain areas within the Village located at or near Harlem Avenue and Circle Avenue in regards to the establishment of a potential tax increment financing district (the "TIF District"); and

WHEREAS, the Village has previously utilized the consulting services of Ryan, LLC (f/k/a Kane, McKenna and Associates, Inc.) ("Ryan") and has a satisfactory relationship with the firm; and

WHEREAS, it is in the best interests of the Village to enter into a consulting agreement with addendum with Ryan (the "Agreement") for the purpose of assisting the Village with the study, evaluation and potential establishment of the TIF District.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Village of Forest Park, Cook County, Illinois:

Section 1. It is hereby determined that the Village has a satisfactory relationship with Ryan, and it is advisable, necessary, and in the public interest that the Village enter into the Agreement between the Village and Ryan for the furnishing of professional consulting services for the TIF District.

Section 2. That the Mayor be and is hereby authorized and directed to execute and the Agreement by and between the Village of Forest Park and Ryan, LLC, in substantially the form

attached hereto as Exhibit A and made a part hereof, with such changes therein as shall be authorized by the officials executing the same, their execution thereof to constitute conclusive evidence of such changes.

Section 3. This Resolution shall be in full force and effect from and after its passage in the manner provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 26th day of June, 2023.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
And published in pamphlet form
This _____ day of June, 2023.

Vanessa Moritz, Village Clerk

EXHIBIT A
AGREEMENT



311 South Wacker Drive
Suite 4800
Chicago, Illinois 60606
Main 312.980.1122
Fax 312.980.1132
www.ryan.com

June 5, 2023

Mayor Rory E. Hoskins
Mayor
Village of Forest Park
517 Des Plaines Avenue
Forest Park, Illinois 60130

Re: Credits & Incentives Services – Tax Increment Financing (“TIF”)

Dear Mayor Hoskins:

Pursuant to our discussions, Ryan LLC (“Consultant”) is prepared to assist the Village of Forest Park (the “Village”) in evaluating certain areas located at or near Harlem Avenue and Circle Avenue, within the Village in reference to economic development programs pertaining to the redevelopment and/or improvement of certain properties, such as Tax Increment Financing (“TIF”).

Consultant will provide the following services to Village as necessary and only for areas specifically identified by the Village.

CONSULTANT SCOPE OF SERVICES

PHASE 1: Prepare TIF Eligibility Report

A. Inventory and Analysis of Village Proposed TIF Properties

- 1) The Consultant will assist the Village staff to determine and confirm likely boundaries of the proposed redevelopment areas based upon site visits, historic assessed value analysis, and results of any analysis presently or previously undertaken by the Village. Village staff may provide assistance relating to GIS maps, land use surveys, and sources of information relating to term of vacancy, utility service, etc.
- 2) Highlight and investigate preliminary “priority areas” as identified by the Village within the potential redevelopment designation based upon the above analyses. Identify opportunities currently evident and ways to create opportunities where none may be apparent.
- 3) Review with the Village the potential pros and cons, costs and benefits, and advantages and disadvantages of other possible viable funding options available, including, but not limited to, programs described below.

B. Recommendation of Financing Options for TIF

- 1) Provide advice and consultation related to appropriate incentive mechanisms or public financing techniques which could be applied to specific project areas within the proposed TIF. Review “priority areas” identified based upon discussions with Village officials where the proposed TIF is concerned, and how to address deficiencies existing within these locations.
- 2) Determine which tool or combination of tools would be best suited to specific “priority” or other important areas, and how the forms of assistance can work with or against the other, for the TIF or other programs.
- 3) In the event that certain local financing programs or economic development alternatives for redevelopment areas such as Business Districts (BD) special service areas (SSA), special assessment districts (SAD) or “hybrids” of such alternatives may be applicable, KM would identify the benefits and costs of programs and their condition for use (including State statutes which must be met) by the Village.

C. Review and Documentation of TIF Qualification Factors

- 1) Review with the Village the preliminary boundaries for the area, as well as initial redevelopment goals and objectives specific to the redevelopment area. Boundary review would include “doughnut holes” of certain properties, multiple TIF, or other options relating to Village goals.
- 2) Review the characteristics of the proposed TIF site(s) and adjacent properties in order to recommend precise proposed boundaries for a TIF, and to assess the potential qualification factors (strengths and weaknesses) of any identified area in accordance with the provisions of Illinois law. Review would include site surveys, review of past plans and policy materials, discussions with Village officials and staff, site tours/examination, and County data pertaining to equalized assessed valuation, tax rate, and tax collection trends.
- 3) Prepare Preliminary TIF or other program Qualification Report for the site(s) based upon the presence of eligibility factors required under Illinois law. KM will be available to discuss the findings with the Village prior to completing the report. Also provide advice with respect to potential changes in the Village’s comprehensive plan and zoning map to ensure consistencies with land uses proposed for the redevelopment districts.
- 4) Determine whether proposed costs and revenues to be incurred and/or generated from any proposed redevelopment project area(s) are reasonable, feasible and acceptable assumptions for the intended area to be developed.
- 5) Identify for the Village principal strategies for incentives and potential funding mechanisms based upon each potential redevelopment projects’ ability to generate

property, and/or other incremental taxes to cover anticipated costs and/or debt service requirements.

PHASE 2A: Prepare TIF Redevelopment Plan

A. Prepare Resolutions of Intent and Interested Parties Registries

- 1) Assist the Village attorney to prepare resolution of intent for the proposed TIF.
- 2) Attend Village Board meeting to review the purpose of the resolution of intent and respond to questions of officials and/or public.
- 3) Distribute resolutions to affected taxing districts per the requirements of the TIF Act.
- 4) Prepare for Village Council review and adoption documents and systems required to establish Interested Parties Registries for the TIF District.
- 5) Include Housing Impact Study, **if needed**, pursuant to the requirements of the TIF Act. (See PHASE 2B below.)

B. Preparation of TIF Redevelopment Plan

- 1) Review with the Village the preliminary boundaries for the plan as well as redevelopment goals and objectives.
- 2) Prepare a draft TIF Redevelopment Plan for the area based upon the presence of qualification factors required under Illinois law. The Consultant will be available to discuss the findings with the Village in meetings prior to completing the report.
- 3) Assist Village to prepare, refine and document the required redevelopment plan and project for the area that satisfy TIF eligibility criteria pursuant to Illinois law.
- 4) In the event that other local financing programs or economic development alternatives may be applicable, KM would identify these programs and their conditions for use by the Village.

C. Finalize Redevelopment Plan and Project

- 1) In conjunction with Village staff, finalize TIF and boundaries and assist in the process of preparation of legal descriptions which identify the boundaries for each of the redevelopment areas.
- 2) Subsequent to the review of the draft redevelopment plan by the Village Council, Village staff, and other taxing districts (if applicable), revise the redevelopment plan sections in order to add relevant comments and/or corrections.

D. Prepare Public Hearing (and Meeting) Notices

- 1) Assist Village staff to prepare the public hearing resolution and the TIF public notices.
- 2) Prepare mailings for affected taxing districts and distribute notices to the taxing districts and the Illinois Department of Commerce and Economic Opportunity.
- 3) Prepare mailings as required for any public meetings related to housing impact studies (if needed).

E. Coordinate Joint Review Board (JRB) Process

- 1) Provide agenda items, draft TIF ordinances, and other materials as required by the TIF Act.
- 2) Attend JRB meetings as necessary and appropriate.
- 3) Assist Village staff to respond to JRB requests.
- 4) Assist Village Council to prepare JRB resolutions relating to findings.

F. Preparation of Notices

- 1) Identify taxpayers located within the TIF district and obtain mailing information from the County.
- 2) Assist Village staff in preparing mailings for taxpayers including review of delinquent taxpayers.
- 3) Identify residential units and taxpayers of record for TIF mailings related to 750 feet notice provisions.
- 4) Assist Village staff in coordinating publication of legal notices in local newspapers.

G. Attend Public Hearings and Required Meetings

- 1) Assist the Village by participating in the required public hearing, and meetings with all interested and affected parties, including property owners.
- 2) Work with the Village staff to meet all the requirements of Illinois law.

H. Termination of Brown Street TIF

- 1) Assist Village in following necessary steps to terminate existing Brown Street TIF district
- 2) Determine amount of funds to be ported to the new TIF and the fund balance to be determined to be surplus.

PHASE 2B: Prepare Housing Impact Study (HIS)

If a Housing Impact Study is required by State law:

- 1) Prepare draft HIS conformant with requirements of the TIF Act.
- 2) Review draft HIS with Village staff.
- 3) Finalize HIS for inclusion in draft TIF plan.

PHASE 3: Financial Analysis (OPTIONAL AS AND IF REQUESTED)

- 1) Assist Village staff in evaluating and preparing financial projections that relate to the proposed redevelopment area. Evaluation will be conducted on the feasibility of such proposals given factors such as physical improvement requirements, proposed user mix, phased developments, project costs and timetable for implementation.
- 2) Provide recommendations to the Village for the funding strategies to be evaluated with regards to their likelihood to succeed and to meet Village's economic development goals. Meet with Village to discuss the Report and to obtain Village input prior to formal submission. Make an oral presentation to the Village as deemed appropriate by the Village.
- 3) Assist the Village in finalization of strategies and priorities, and provide professional opinions on alternatives available to the Village in determining the best alternatives available to fund the redevelopment projects to be implemented.
- 4) Advise the Village regarding provisions required that might impact either the proposed financial structure and the Village's ability to deliver economic development funding assistance in a timely manner. Provide the Village with an analysis of proposed tax increment and any other revenue/cost projections and summarize the potential funding advantages/disadvantages of various funding strategies.
- 5) Make a thorough review of the proposed development strategies to advise the Village of any problems or concerns regarding provisions and/or conditions that might adversely impact any of the proposed financial structures.

RESPONSIBILITIES

All services will be conducted under the supervision of Ms. Sharon Welhouse, Principal. Mr. Philip R. McKenna will serve as Project Leader for this engagement and will be responsible for staffing, project coordination, technical direction, and related issues.

FEES FOR SERVICES

Fees will be charge monthly at an hourly rate of \$290. Ryan's hourly rate fees will increase annually.

All such fees paid by the Village could be reimbursed to the Village through TIF proceeds, if applicable.

Estimated fees are summarized below:

Phase 1	Eligibility Report	\$15,000 - \$20,000
Phase 2A	Redevelopment Plan	\$25,000 - \$30,000
Phase 2B	Preparation of the Housing Impact Study (HIS) (if needed)	\$5,000 - \$10,000
Phase 3	Financial Analyses	(To be determined if such services are requested by the Village).

Out of pocket expenses are not included in the hourly billing fees such as: Certified and other mailing costs, legal description, and newspaper notice/publication costs – these amounts are to be paid by the Village separately.

All invoices are due and payable in full within thirty (30) days. The Village agrees to pay interest of one and one-half percent (1½%) per month on any past due fees. The Village further agrees to pay all costs of collection, including, but not limited to, any collection agency or attorneys' fees incurred by Ryan in connection with fees more than sixty (60) days past due. Ryan's preferred method of payment is via electronic funds transfers ("EFT"), and EFT instructions will be provided to the Village on each invoice. In the event the Village is unable to remit payment via EFT, Ryan will accept checks, credit cards, or purchasing cards; however, if payment is made using a credit card or purchasing card, the Village authorizes Ryan to add a processing fee to the payment. Such processing fee is currently three percent (3%) of the payment amount and is subject to change upon thirty (30) days prior notice. Out-of-pocket expenses are not inclusive of hourly rates.

NOTICE

Any notice to be given under this Agreement shall be given in writing and may be made by personal delivery or hand delivery by courier, by overnight reputable national courier, or by placing such in the United States certified mail, return receipt requested. Notices to the Village should be sent to the address indicated on the first page of this Agreement and notices to Ryan should be addressed as follows:

Ryan, LLC
Three Galleria Tower
13155 Noel Road
Suite 100
Dallas, Texas 75240
Attn: Chairman and CEO

With a copy to: Attn: General Counsel

INTEGRITY AND CONFIDENTIALITY

We guarantee that all matters associated with the professional services we render will be directed with the highest degree of professional integrity. Accordingly, all information that the Village makes available to Ryan shall be considered confidential, proprietary information, and Ryan shall not disclose such information to any third party except as required in fulfilling duties described by this Agreement or to comply with an official order of a court of law.

Additionally, the Village agrees that Ryan's work product, including specific engagement procedures and techniques, constitutes proprietary and exclusive information, and the Village further agrees not to disclose such information to any third party without obtaining prior written approval from Ryan. Additionally, Ryan's tax saving strategies constitute proprietary and exclusive information; provided, however, that notwithstanding the foregoing, Ryan does not limit the Village's disclosure of the tax treatment or the tax structures of the transactions. This Agreement does not include information independently developed by the Village, information previously known to the Village, or information rightfully received by the Village from a third party without confidential limitations.

LAW GOVERNING AGREEMENT

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any dispute with respect to this Agreement shall reside in a court of competent jurisdiction in Chicago, Cook County, Illinois.

Mayor Rory E. Hoskins
Village of Forest Park
June 5, 2023
Page 8

ACKNOWLEDGMENT

Thank you for the opportunity to assist you with this project. If the above terms and conditions meet with your approval, please sign, and return the enclosed copy of this Agreement at your convenience. Upon acceptance, we will contact you to arrange a mutually acceptable time to begin our review. If you have any questions, or if you would like to discuss this Agreement further, please contact Mr. Philip R. McKenna at 312.502.2079 or Mr. Joseph Stachnik at 312.980.1122.

RYAN, LLC:

By:  _____

Name: Sharon Welhouse

Title: Principal

Date: 06/05/2023

VILLAGE OF FOREST PARK:

By: _____

Name: Rory E. Hoskins

Title: Mayor

Date: _____

ADDENDUM

This Addendum is made this 5th day of June, 2023, by and between Ryan, LLC (“Ryan”) and the Village of Forest Park, Illinois (the “Village”) for professional services relating to the study and evaluation of certain areas within the Village located at or near Harlem Avenue and Circle Avenue in regards to a potential tax increment financing district.

WHEREAS, the Village desires to contract with Ryan for professional services relating to the above-described services and proposes to enter into a consulting agreement (the “Agreement”) to be dated evenly therewith and desires to amend the Agreement by the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and this Addendum, Ryan and the Village agree that the Agreement shall be amended and supplemented as follows:

1. The following terms and conditions shall be and are hereby added to the Agreement:

Certifications. Ryan certifies that Ryan, its shareholders holding more than five percent (5%) of the outstanding shares of Ryan, its officers and directors:

- a. are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- b. are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- c. are in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Ryan may be declared ineligible for future agreements with the Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation;

d. are in compliance with equal employment opportunities and that during the performance of this Agreement:

- 1) That Ryan will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that Ryan will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if Ryan hires additional employees in order to perform this Agreement or any portion of this Agreement, Ryan will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which Ryan may reasonably recruit and Ryan will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by Ryan or on its behalf, Ryan will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
- 4) That Ryan will send to each labor organization or representative of workers with which Ryan has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of Ryan's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with Ryan in its efforts to comply with the Act and Rules and Regulations, Ryan will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Agreement.
- 5) That Ryan will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

- 6) That Ryan will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
 - 7) That Ryan will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the Agreement obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, Ryan will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, Ryan will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;
- e. are in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;
 - f. are in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - 1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Ryan's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 2) Establishing a drug-free awareness program to inform employees about:

- (a) the dangers of drug abuse in the workplace;
 - (b) Ryan's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - 3) Making it a requirement to give a copy of the statement required by subparagraph f.(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 - 4) Notifying the Village within ten (10) days after receiving notice under Subparagraph f.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
 - 5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- g. that during the performance of this Agreement, Ryan will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise; Ryan (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00

which are not exempt from the provisions of the Equal Opportunity clause, and that Ryan will retain such certifications in its files;

- h. that no Village of Forest Park officer, spouse or dependent child of a Village of Forest Park officer, agent on behalf of any Village of Forest Park officer or trust in which a Village of Forest Park officer, the spouse or dependent child of a Village of Forest Park officer or a beneficiary is a holder of any interest in Ryan; or, if Ryan's stock is traded on a nationally recognized securities market, that no Village of Forest Park officer, spouse or dependent child of a Village of Forest Park officer, agent on behalf of any Village of Forest Park officer or trust in which a Village of Forest Park officer, the spouse or dependent child of a Village of Forest Park officer or a beneficiary is a holder of more than one percent (1%) of Ryan, but if any Village of Forest Park officer, spouse or dependent child of a Village of Forest Park officer, agent on behalf of any Village of Forest Park officer or trust in which a Village of Forest Park officer, the spouse or dependent child of a Village of Forest Park officer or a beneficiary is a holder of less than one percent (1%) of Ryan, Ryan has disclosed to the Village of Forest Park in writing the name(s) of the holder of such interest;
- i. that no officer or employee of the Village of Forest Park has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from Ryan in violation of the Forest Park Village Code or Illinois statute;
- j. that Ryan has not given to any officer or employee of the Village of Forest Park any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Forest Park Village Code or Illinois statute;
- k. that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that Ryan and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;

1. shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).
2. The remaining terms and provisions of the Agreement are in full force and effect and are not amended, altered or modified by this Addendum.

VILLAGE OF FOREST PARK

By: _____
Rory E. Hoskins, Mayor

RYAN, LLC

By: _____
Sharon Welhouse

RESOLUTION NO. R-_____-23

**A RESOLUTION APPROVING PAY REQUEST #1 FOR THE
15TH STREET SEWER SEPARATION PROJECT (CDBG PROJECT 2107-018)
FROM JOHN NERI CONSTRUCTION CO., INC.**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the 15th Street Sewer Separation Project (CDBG Project 2107-018) ("Project") to John Neri Construction Co., Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #1 for completion of the work to date under the Project, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Pay Request #1 has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for its performance under the Project to date, pursuant to the Pay Request #1; and

WHEREAS, the Village will be obligated to make a payment on Pay Request #1 to Contractor in the amount of Two Hundred Fifty-Six Thousand Two Hundred Thirty and 39/100 Dollars (\$256,230.39); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #1 to Contractor under the contract for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The Council of the Village hereby approves Pay Request #1 to Contractor in the amount of Two Hundred Fifty-Six Thousand Two Hundred Thirty and 39/100 Dollars (\$256,230.39) under the contract for the Project with Contractor.

Section 2. The Village Clerk is directed to attest to the Mayor's signature on any and all documents, as necessary.

Section 3. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 26th day of June, 2023.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of June, 2023.

Vanessa Moritz, Village Clerk

15TH STREET SEWER SEPARATION PROJECT (CDBG PROJECT 2107-018)
PAY REQUEST #1



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

June 15, 2023

Village of Forest Park
Department of Public Works
7343 W. 15th Street
Forest Park, IL 60130

Attention: Salvatore Stella
Director of Public Works

Subject: 15th Street Sewer Separation Project (CDBG Project 2107-018)
Pay Request #1
(CBBEL Project No. R000023.BG104)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #1 submitted by John Neri Construction Co., Inc. in the amount of **\$256,230.39** for the work completed so far. The payment will be:

1.	Contract Amount	\$	440,215.80
2.	Work Completed to Date	\$	284,700.43
3.	Less Previous Payments	\$	0.00
4.	Less Retainage (10%)	\$	<u>28,470.04</u>
5.	Amount Due	\$	256,230.39

We recommend payment in the amount of **\$256,230.39** to John Neri Construction Co., Inc.

Please find enclosed the invoice and waiver of lien. If you have any questions or concerns, please contact me at (224) 275-0030.

[Redacted Signature]

[Redacted Name]

[Redacted Title]

Construction Engineer



JOHN NERI CONSTRUCTION CO., INC.
Sewer & Water Contractors
770 Factory Road *Addison, IL 60101
Tel: 630 629-8384* Fax: 630 629-7001
www.johnericonstruction.com

JOB NAME: 15TH STREET SEWER SEPARATION PROJECT (CDBG Project 2107-018)
Owner: VILLAGE OF FOREST PARK
Payout No. 1 (05/16/23 - 06/12/2023)

No.	IDOT No.	Description	Units	PROPOSED			ACTUAL		
				Quantity	Unit Price	Amount	Quantity	Unit Price	Amount
1	20101100	TREE TRUNK PROTECTION	EACH	8	\$ 175.00	\$ 1,400.00	0.00	\$ 175.00	\$ -
2	20200100	EARTH EXCAVATION	CU YD	70	\$ 45.00	\$ 3,150.00	0.00	\$ 45.00	\$ -
3	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	35	\$ 40.00	\$ 1,400.00	0.00	\$ 40.00	\$ -
4	20700220	POROUS GRANULAR EMBANKMENT	CU YD	35	\$ 45.00	\$ 1,575.00	0.00	\$ 45.00	\$ -
5	20800150	TRENCH BACKFILL	CU YD	320	\$ 45.00	\$ 14,400.00	250.00	\$ 45.00	\$ 11,250.00
6	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	500	\$ 14.00	\$ 7,000.00	0.00	\$ 14.00	\$ -
7	25200110	SODDING, SALT TOLERANT	SQ YD	500	\$ 15.00	\$ 7,500.00	0.00	\$ 15.00	\$ -
8	25200200	SUPPLEMENTAL WATERING	UNIT	2	\$ 10.00	\$ 20.00	0.00	\$ 10.00	\$ -
9	28000510	INLET FILTERS	EACH	10	\$ 200.00	\$ 2,000.00	10.00	\$ 200.00	\$ 2,000.00
10	31101180	SUBBASE GRANULAR MATERIAL, TYPE B 2"	SQ YD	60	\$ 4.00	\$ 240.00	0.00	\$ 4.00	\$ -
11	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	45	\$ 6.00	\$ 270.00	0.00	\$ 6.00	\$ -
12	31101400	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	1175	\$ 8.50	\$ 9,987.50	0.00	\$ 8.50	\$ -
13	35102000	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	20	\$ 12.00	\$ 240.00	0.00	\$ 12.00	\$ -
14	35800100	PREPARATION OF BASE	SQ YD	1175	\$ 4.00	\$ 4,700.00	0.00	\$ 4.00	\$ -
15	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	10	\$ 20.00	\$ 200.00	0.00	\$ 20.00	\$ -
16	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	830	\$ 0.01	\$ 8.30	0.00	\$ 0.01	\$ -
17	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	180	\$ 152.00	\$ 27,360.00	0.00	\$ 152.00	\$ -
18	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	110	\$ 174.00	\$ 19,140.00	0.00	\$ 174.00	\$ -
19	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	10	\$ 175.00	\$ 1,750.00	0.00	\$ 175.00	\$ -
20	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	500	\$ 18.00	\$ 9,000.00	319.33	\$ 18.00	\$ 5,747.94
21	42400800	DETECTABLE WARNINGS	SQ FT	50	\$ 75.00	\$ 3,750.00	20.00	\$ 75.00	\$ 1,500.00
22	44000100	PAVEMENT REMOVAL	SQ YD	1175	\$ 24.00	\$ 28,200.00	0.00	\$ 24.00	\$ -
23	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	20	\$ 25.00	\$ 500.00	0.00	\$ 25.00	\$ -
24	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	250	\$ 6.00	\$ 1,500.00	219.50	\$ 6.00	\$ 1,317.00
25	44000600	SIDEWALK REMOVAL	SQ FT	500	\$ 3.00	\$ 1,500.00	319.33	\$ 3.00	\$ 957.99
26	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	180	\$ 95.00	\$ 15,200.00	114.00	\$ 95.00	\$ 10,830.00
27	550A0480	STORM SEWERS, CLASS A, TYPE 2 48"	FOOT	350	\$ 330.00	\$ 115,500.00	288.00	\$ 330.00	\$ 95,040.00
28	56106600	ADJUSTING WATER MAIN, 12"	FOOT	22	\$ 425.00	\$ 9,350.00	31.00	\$ 425.00	\$ 13,175.00
29	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	7	\$ 4,200.00	\$ 29,400.00	7.00	\$ 4,200.00	\$ 29,400.00
30	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 4,350.00	\$ 4,350.00	1.00	\$ 4,350.00	\$ 4,350.00
31	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 9,850.00	\$ 9,850.00	1.00	\$ 9,850.00	\$ 9,850.00
32	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 11,800.00	\$ 23,600.00	2.00	\$ 11,800.00	\$ 23,600.00
33	60406000	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	2	\$ 450.00	\$ 900.00	0.00	\$ 450.00	\$ -
34	60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	2	\$ 450.00	\$ 900.00	0.00	\$ 450.00	\$ -
35	60500040	REMOVING MANHOLES	EACH	1	\$ 900.00	\$ 900.00	2.00	\$ 900.00	\$ 1,800.00
36	60500050	REMOVING CATCH BASINS	EACH	6	\$ 500.00	\$ 3,000.00	7.00	\$ 500.00	\$ 3,500.00
37	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6 12	FOOT	250	\$ 60.00	\$ 15,000.00	219.50	\$ 60.00	\$ 13,170.00
38	78000400	THERMOPLASTIC PAVEMENT MARKING- LINE 6"	FOOT	150	\$ 15.00	\$ 2,250.00	0.00	\$ 15.00	\$ -
39	78000650	THERMOPLASTIC PAVEMENT MARKING- LINE 24"	FOOT	50	\$ 20.00	\$ 1,000.00	0.00	\$ 20.00	\$ -
40	X0327172	REMOVE AND REPLACE SIGN AND SUPPORTS	EACH	4	\$ 450.00	\$ 1,800.00	0.00	\$ 450.00	\$ -
41	X0327368	SANITARY SEWER, DUCTILE IRON, 12"	FOOT	20	\$ 250.00	\$ 5,000.00	18.50	\$ 250.00	\$ 4,625.00
42	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 14,500.00	\$ 14,500.00	0.60	\$ 14,500.00	\$ 8,700.00
43	Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	10	\$ 120.00	\$ 1,200.00	0.00	\$ 120.00	\$ -
44	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 6,000.00	\$ 6,000.00	0.75	\$ 6,000.00	\$ 4,500.00
45	Z0018400	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	5	\$ 400.00	\$ 2,000.00	0.00	\$ 400.00	\$ -
46	Z0067500	STEEL CASINGS, 20"	FOOT	25	\$ 225.00	\$ 5,625.00	11.50	\$ 225.00	\$ 2,587.50
47	N/A	COMBINED SEWER REMOVAL AND REPLACEMENT, 12"	FOOT	12	\$ 275.00	\$ 3,300.00	0.00	\$ 275.00	\$ -
48	N/A	CONFLICT MANHOLE, 8' DIAMETER	EACH	1	\$ 12,800.00	\$ 12,800.00	1.00	\$ 12,800.00	\$ 12,800.00
49	N/A	ITEMS ORDERED BY ENGINEER	DOLLAR	10000	\$ 1.00	\$ 10,000.00	24000.00	\$ 1.00	\$ 24,000.00
TOTAL						\$ 440,215.80			\$ 284,700.43

Total Complete to Date:	\$ 284,700.43
Less: 10% Retention	\$ 28,470.04
Balance:	\$ 256,230.39
Less: Previous Payments	\$ -
TOTAL DUE	\$ 256,230.39

Signature

Nicholas Neri, President
John Neri Construction Company, Inc

RESOLUTION NO. R-_____-23

**A RESOLUTION APPROVING PAY REQUEST #1 (FINAL) FOR THE 2023
ALLEY IMPROVEMENTS PROJECT FROM J. NARDULLI CONCRETE, INC.**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the 2023 Alley Improvements Project from J. Nardulli Concrete, Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #1 (Final) for completion of the work to date under the Project, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Pay Request #1 (Final) has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for its performance under the Project to date, pursuant to the Pay Request #1 (Final); and

WHEREAS, the Village will be obligated to make a payment on Pay Request #1 (Final) to Contractor in the amount of Four Hundred Thirty-Five Thousand Eight Hundred Eighty-Four and 79/100 Dollars (\$435,884.79); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #1 (Final) to Contractor under the contract for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The Council of the Village hereby approves Pay Request #1 (Final) to Contractor in the amount of Four Hundred Thirty-Five Thousand Eight Hundred Eighty-Four and 79/100 Dollars (\$435,884.79) under the contract for the Project with Contractor.

Section 2. The Village Clerk is directed to attest to the Mayor's signature on any and all documents, as necessary.

Section 3. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 26th day of June, 2023.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of June, 2023.

Vanessa Moritz, Village Clerk

2023 ALLEY IMPROVEMENTS PROJECT
PAY REQUEST #1 (Final)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

June 16, 2023

Village of Forest Park
Department of Public Works
7343 W. 15th Street
Forest Park, IL 60130

Attention: Salvatore Stella
Director of Public Works

Subject: 2023 Alley Improvements Project
Pay Request #1 - FINAL
(CBBEL Project No. R000023.BG113)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #1 (FINAL) submitted by J. Nardulli Concrete, Inc. in the amount of **\$435,884.79** for the work completed. The payment will be:

1.	Contract Amount	\$	436,053.25
2.	Work Completed (FINAL)	\$	435,884.79
3.	Less Previous Payments	\$	0.00
4.	Amount Due	\$	435,884.79

We recommend payment in the amount of **\$435,884.79** to J. Nardulli Concrete, Inc.

Please find enclosed the final invoice, final waivers of lien and certified payrolls. If you have any questions or concerns, please contact me at (224) 275-0030.

Sincerely,

Brad S. Bahn
Construction Engineer

J NARDULLI CONCRETE, INC.

PCC Pavement • Curb & Gutter • Sidewalks & Driveways

INVOICE

DATE	CUSTOMER #	NUMBER
06/16/2023		20231606

TO

Village Of Forest Park
517 Des Plaines Ave.
Forest Park IL 60130

Re:

Village Of Forest Park
2023 Alley Improvements Project
Pay Estimate No. 1 & FINAL

Item

No.	Description	Unit	Quantity	Unit Price	Amount
1	Earth Excavation	CU YD	243	\$ 42.50	\$ 10,327.50
2	Removal & Disposal Of Unsuitable Material	CU YD	160	\$ 15.00	\$ -
3	Porous Granular Embankment Subgrade	CU YD	160	\$ 15.00	\$ -
4	Trench Backfill , Special (CA-7)	CU YD	285	\$ 35.00	\$ 9,975.00
5	Inlet Filters	EACH	9	130.00	\$ -
6	Subbase Granular Material , Type B , 6"	SQ YD	1493.06	10.00	\$ 14,930.61
7	PCC Pavement 8 "	SQ YD	1493.06	75.00	\$ 111,979.54
8	Pavement Fabric (SPECIAL)	SQ YD	1493.06	10.00	\$ 14,930.61
9	PCC Sidewalk 5INCH Special	SQ FT	220.47	12.00	\$ 2,645.64
10	Sidewalk Removal	SQ FT	220.47	3.00	\$ 661.41
11	Pavement Removal(Special)	SQ YD	1493.06	13.00	\$ 19,409.79
12	CLASS D PATCHES , TYPE IV 8"	SQ YD	117.51	100.00	\$ 11,750.89
13	Storm Sewer Removal 6"	FOOT	10	10.00	\$ 100.00
14	Catch Basins , Type A 4' Diameter Type 1 Frame Open Lid	EACH	2	5,000.00	\$ 10,000.00
15	Inlet , Type A Type 1 Frame Open Lid	EACH	2	2,200.00	\$ 4,400.00
16	Removing Catch Basins	EACH	1	500.00	\$ 500.00
17	Traffic Control & Protection	LSUM	1	27,000.00	\$ 27,000.00
18	Aggregate For Temporary Access	TON	10	1.00	\$ -
19	Construction Layout	LSUM	1	4,300.00	\$ 4,300.00
20	Washout Basin	LSUM	1	3,000.00	\$ 3,000.00
21	Preconstruction Video Taping	LSUM	1	450.00	\$ 450.00
22	PCC Driveway Removal & Replacement 8"	SQ YD	519.75	88.00	\$ 45,737.95
23	HMA Driveway Removal & Replacement	SQ YD	118.57	45.00	\$ 5,335.80
24	Brick Driveway Removal & Replacement	SQ FT	55	17.00	\$ -
25	Combination Curb & Gutter Removal/ Replacement	FOOT	251.5	47.00	\$ 11,820.50
26	Detectable Warnings for pedestrian crossings Furnish & Install	EACH	3	150.00	\$ 450.00
27	Storm Sewers 8"(Special)	FOOT	329	120.00	\$ 39,480.00
28	Cored Connection to Structure / Sewer	EACH	2	1,080.00	\$ 2,160.00
29	Structure to be adjusted	EACH	2	400.00	\$ 800.00
30	Tensor Triax 130 S Geogrid	SQ YD	1493.06	3.50	\$ 5,225.71
31	Edge Slope Adjustment	FOOT	331	8.35	\$ 2,763.85
32	Half Trap	EACH	1	800.00	\$ 800.00
33	Items Ordered by Engineer	DOLLAR	29650	1.00	\$ 29,650.00
34	Storm Sewers 8" Ductile	FOOT	155	230.00	\$ 35,650.00
35	Half Trap , Ductile	EACH	1	3,150.00	\$ 3,150.00
36	Manholes , Type A , 4" Diameter Type 1 Closed Lid	EACH	1	6500.00	\$ 6,500.00

Subtotal \$ 435,884.79

LESS 0% RETAINED: \$ 0.00

Subtotal \$ 435,884.79

TOTAL AMOUNT DUE: \$ 435,884.79

RESOLUTION NO. R-_____-23

**RESOLUTION AUTHORIZING THE EXECUTION OF
PAY REQUEST #3 FOR THE 2023 WATER MAIN
PROJECT TO UNO CONSTRUCTION CO., INC.
(WILCOX & FERDINAND)**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the 2023 Water Main Project ("Project") to Uno Construction Co., Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #3 for completed work to date under the Project, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Pay Request #3 has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for certain services performed under the Project, pursuant to the Pay Request #3; and

WHEREAS, the Village will be obligated to make a payment on Pay Request #3 to Contractor in the amount of One Hundred Eighty-Eight Thousand Seven Hundred Ninety-Five and 25/100 (\$188,795.25); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #3 to Contractor under the contract for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The Council of the Village hereby approves Pay Request #3 to Contractor in the amount of One Hundred Eighty-Eight Thousand Seven Hundred Ninety-Five and 25/100 (\$188,795.25) under the contract for the Project with Contractor.

Section 2. The Village Clerk is directed to attest to the Mayor's signature on any and all documents, as necessary.

Section 3. This Resolution shall be in full force and effect upon its passage and adoption in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 26th day of June, 2023.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of June, 2023.

Vanessa Moritz, Clerk

UNO CONSTRUCTION CO., INC.
2023 WATER MAIN PROJECT
(WILCOX & FERDINAND)
PAY REQUEST #3



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

June 15, 2023

Village of Forest Park
Department of Public Works
7343 W. 15th Street
Forest Park, IL 60130

Attention: Salvatore Stella
Director of Public Works

Subject: 2023 Water Main Project – Wilcox & Ferdinand
Pay Request #3
(CBBEL Project No. R000023.00105)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #3 submitted by Uno Construction Co. Inc. in the amount of **\$188,795.25** for the work completed so far. The payment will be:

1.	Contract Amount	\$	2,636,531.00
2.	Work Completed to Date	\$	487,080.75
3.	Less Previous Payments	\$	249,577.42
4.	Less Retainage (10%)	\$	<u>48,708.08</u>
5.	Amount Due	\$	188,795.25

We recommend payment in the amount of **\$188,795.25** to Uno Construction Co. Inc.

Please find enclosed the invoice, waiver of lien and certified payroll. If you have any questions or concerns, please contact me at (224) 275-0030.

Sincerely,

Brad S. Bahn
Construction Engineer

Uno Construction Co. Inc.

6037 Brookbank Rd. Downers Grove, IL 60516

630-810-5740

630-810-5744 FAX

www.unosewer.com



Pay Estimate No. 3

Project: 2023 Water Main Project

Owner: Village of Forest Park

517 DesPlaines Ave.

Forest Park, IL 60130

Amount: \$ 487,080.75

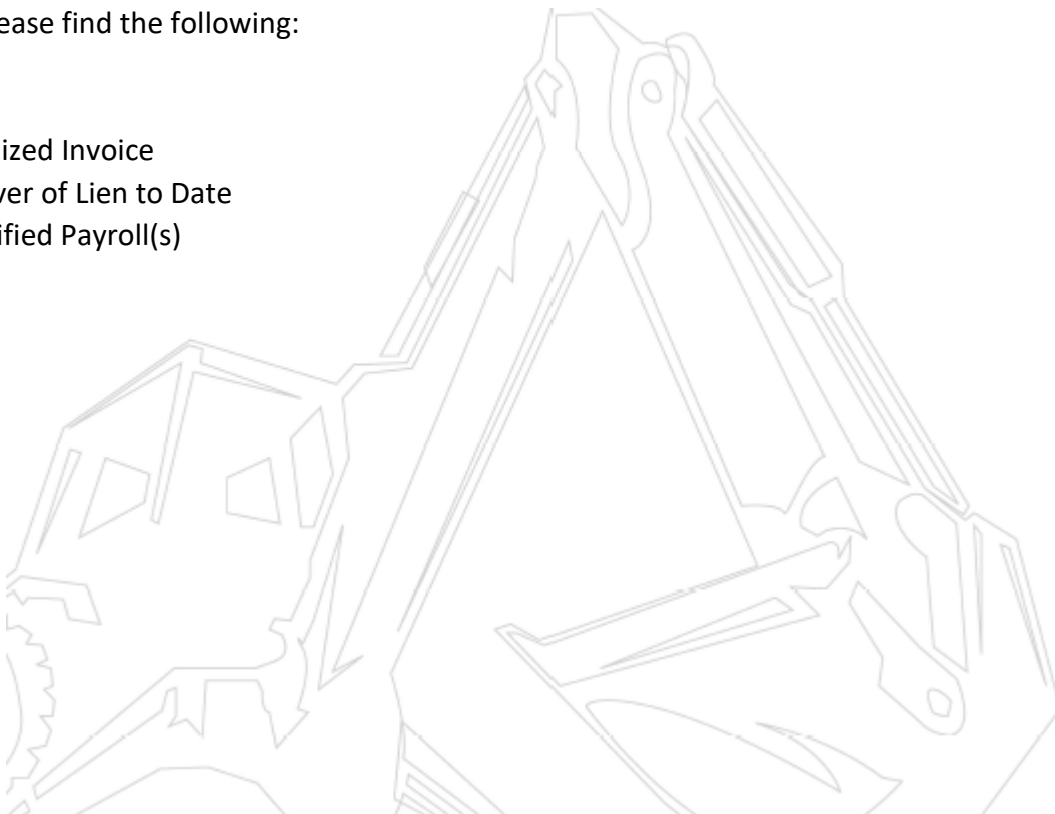
Less 10% Retention: \$ 48,708.08

Less Previous Payout: \$ 249,577.42

Balance Due: \$ 188,795.25

Attached please find the following:

- ✓ Itemized Invoice
- ✓ Waiver of Lien to Date
- ✓ Certified Payroll(s)



	Item Description	Unit	Plan QTY	Unit Price	Bid Total	Qty to Date	Built Total
1	TREE TRUNK PROTECTION	EA	44.00	\$24.00	\$1,056.00	0.00	\$0.00
2	TRENCH BACKFILL	CY	2,250.00	\$45.00	\$101,250.00	972.60	\$43,767.00
3	STORM SEWER REMOVAL, 10"	FT	104.00	\$15.00	\$1,560.00	6.00	\$90.00
4	STORM SEWER REMOVAL, 12"	EA	293.00	\$15.00	\$4,395.00	0.00	\$0.00
5	STORM SEWER REMOVAL, 15"	FT	55.00	\$20.00	\$1,100.00	0.00	\$0.00
6	STORM SEWER REMOVAL, 18"	FT	22.00	\$10.00	\$220.00	0.00	\$0.00
7	DUCTILE IRON WATER MAIN TEE, 8" X 4"	EA	1.00	\$700.00	\$700.00	0.00	\$0.00
8	DUCTILE IRON WATER MAIN TEE, 8" X 6"	EA	6.00	\$700.00	\$4,200.00	6.00	\$4,200.00
9	DUCTILE IRON WATER MAIN TEE, 8" X 8"	EA	1.00	\$700.00	\$700.00	0.00	\$0.00
10	DUCTILE IRON WATER MAIN REDUCER, 8" X 6"	EA	3.00	\$500.00	\$1,500.00	1.00	\$500.00
11	DUCTILE IRON WATER MAIN 6"	FT	125.00	\$75.00	\$9,375.00	38.50	\$2,887.50
12	DUCTILE IRON WATER MAIN 8"	FT	2,272.00	\$135.00	\$306,720.00	1,414.25	\$190,923.75
13	DUCTILE IRON WATER MAIN 10"	FT	10.00	\$130.00	\$1,300.00	0.00	\$0.00
14	DUCTILE IRON WATER MAIN 12"	FT	15.00	\$130.00	\$1,950.00	7.00	\$910.00
15	WATER VALVES 6"	EA	1.00	\$3,500.00	\$3,500.00	0.00	\$0.00
16	WATER VALVES 8"	EA	8.00	\$3,600.00	\$28,800.00	5.00	\$18,000.00
17	WATER VALVES 10"	EA	1.00	\$3,700.00	\$3,700.00	0.00	\$0.00
18	DUCTILE IRON WATER MAIN FITTINGS 8" 45 DEGREE BEND	EA	15.00	\$750.00	\$11,250.00	9.00	\$6,750.00
19	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FT	300.00	\$75.00	\$22,500.00	77.00	\$5,775.00
20	FIRE HYDRANTS TO BE REMOVED	EA	4.00	\$300.00	\$1,200.00	0.00	\$0.00
21	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EA	6.00	\$9,000.00	\$54,000.00	4.00	\$36,000.00
22	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	3.00	\$8,000.00	\$24,000.00	0.00	\$0.00
23	VALVE VAULTS, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	10.00	\$4,800.00	\$48,000.00	4.00	\$19,200.00
24	MANHOLES TO BE RECONSTRUCTED	EA	19.00	\$2,000.00	\$38,000.00	0.00	\$0.00
25	MOBILIZATION	LS	1.00	\$5,000.00	\$5,000.00	0.90	\$4,500.00
26	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	LS	1.00	\$50,000.00	\$50,000.00	0.30	\$15,000.00
27	CONSTRUCTION LAYOUT (SPECIAL)	LS	1.00	\$9,500.00	\$9,500.00	0.30	\$2,850.00
28	STORM SEWER REPAIR	FT	30.00	\$45.00	\$1,350.00	0.00	\$0.00
29	CURED-IN-PLACE PIPE LINER, 12"	FT	606.00	\$80.00	\$48,480.00	0.00	\$0.00
30	EXPLORATION TRENCH (SPECIAL)	FT	200.00	\$2.00	\$400.00	0.00	\$0.00
31	WATER MAIN REMOVAL	FT	70.00	\$45.00	\$3,150.00	19.50	\$877.50
32	VALVE VAULTS TO BE REMOVED	EA	8.00	\$800.00	\$6,400.00	0.00	\$0.00

33	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LS	1.00	\$30,000.00	\$30,000.00	0.00	\$0.00
34	DRAINAGE STRUCTURE TO BE REMOVED	EA	6.00	\$8,000.00	\$48,000.00	0.00	\$0.00
35	CLASS D PATCHES, 6 INCH (SPECIAL)	SY	1,310.00	\$70.00	\$91,700.00	0.00	\$0.00
36	ITEMS ORDERED BY ENGINEER	EA	30,000.00	\$1.00	\$30,000.00	28,750.00	\$28,750.00
37	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	EA	7.00	\$3,500.00	\$24,500.00	3.00	\$10,500.00
38	PLUG AND BLOCK EXISTING WATER MAIN (SPECIAL)	EA	7.00	\$4,000.00	\$28,000.00	2.00	\$8,000.00
39	SANITARY SEWER REMOVAL AND REPLACEMENT, 12"	FT	120.00	\$660.00	\$79,200.00	125.00	\$82,500.00
40	SANITARY SEWER REMOVAL AND REPLACEMENT, 15"	FT	55.00	\$400.00	\$22,000.00	0.00	\$0.00
41	SANITARY SEWER SERVICE 8 INCH DIAMETER REMOVAL AND REPLACEMENT, 0-5 LF	EA	18.00	\$400.00	\$7,200.00	6.00	\$2,400.00
42	STORM SEWER DUCTILE IRON 10"	FT	104.00	\$450.00	\$46,800.00	6.00	\$2,700.00
43	STORM SEWER DUCTILE IRON 12"	FT	293.00	\$350.00	\$102,550.00	0.00	\$0.00
44	STORM SEWER DUCTILE IRON 15"	FT	55.00	\$100.00	\$5,500.00	0.00	\$0.00
45	STORM SEWER DUCTILE IRON 18"	FT	22.00	\$100.00	\$2,200.00	0.00	\$0.00
46	SURGE SUPPRESSOR	EA	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00
47	VIDEO TAPING (INTERIOR AND EXTERIOR)	LS	1.00	\$8,000.00	\$8,000.00	0.00	\$0.00
48	WATER SERVICE INTERIOR RESTORATION	EA	129.00	\$700.00	\$90,300.00	0.00	\$0.00
49	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT, 1"	EA	129.00	\$5,425.00	\$699,825.00	0.00	\$0.00
50	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, LONG SIDE, 1"	EA	50.00	\$6,000.00	\$300,000.00	0.00	\$0.00
51	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, SHORT SIDE, 1"	EA	49.00	\$4,500.00	\$220,500.00	0.00	\$0.00
TOTAL					\$2,636,531.00		\$487,080.75

RESOLUTION NO. R-_____-23

**RESOLUTION AUTHORIZING THE EXECUTION OF
PAY REQUEST #2 FOR THE REHABILITATION OF THE
500,000 GALLON HYDROPILLAR HIGH WATER TANK
AT 7435 FRANKLIN STREET PROJECT TO TECORP, INC.**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the Rehabilitation of the 500,000 Gallon Hydropillar High Water Tank at 7435 Franklin Street Project ("Project") to Tecorp, Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #2 for completed work to date under the Project, a copy of which is attached hereto As Exhibit A and made a part hereof; and

WHEREAS, the Pay Request #2 has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for certain services performed under the Project, pursuant to the Pay Request #2; and

WHEREAS, the Village will be obligated to make a payment on Pay Request #2 to Contractor in the amount of Four Hundred Fifty Thousand Seven Hundred Eighty-Six and 50/100 Dollars (\$450,786.50); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #2 to Contractor under the contract for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The Council of the Village hereby approves Pay Request #2 to Contractor in the amount of Four Hundred Fifty Thousand Seven Hundred Eighty-Six and 50/100 Dollars (\$450,786.50) under the contract for the Project with Contractor.

Section 2. The Village Clerk is directed to attest to the Mayor's signature on any and all documents, as necessary.

Section 3. This Resolution shall be in full force and effect upon its passage and adoption in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 26th day of June, 2023.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of June, 2023.

Vanessa Moritz, Clerk

EXHIBIT A

TECORP, INC.

PAY REQUEST #2



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

June 8, 2023

Village of Forest Park
517 Des Plaines Ave.
Forest Park, IL, 60130

Attention: Mr. Moses Amidei - Village Administrator

Subject: 500,000 Gallon Hydropillar High Tank Rehabilitation
7435 Franklin St. (North Tank)
Pay Request #2
(CBBEL Project No. 00023.00095)

Dear Mr. Amidei:

Christopher B. Burke Engineering, Ltd. (CBBEL) has received and reviewed Pay Request #2 in the amount of \$450,786.50 from Tecorp, Inc. which was received on June 8, 2023. Included with the Pay Request is the Contractors Application for Payment, Partial Waiver of Lien to Date and Certified Payrolls. CBBEL recommends payment in the amount as follows:

Original Contract Amount	\$1,049,300.00
Change Orders	\$ (79,420.00)
Total Contract Amount	\$ 969,880.00
Work Completed and Stored to Date	\$ 823,830.00
Less Previous Payments	\$ 426,852.00
5% Retainage	\$ 46,191.50
Amount Due	\$ 450,786.50

All items of work shown on the attached invoice are representative of work completed to date for this project. We therefore recommend payment in the amount of Four Hundred Fifty Thousand Seven Hundred Eighty-Six Dollars and Fifty Cents (\$450,786.50) to Tecorp, Inc.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, reading "Gerald A. Hennelly". The signature is fluid and cursive, with the first name "Gerald" and last name "Hennelly" clearly legible.

Gerald A. Hennelly
Senior Project Manager
Mechanical/Electrical Engineering Department

GAH

Encl: Tecorp Partial Waivers of Lien, Certified Payrolls and Pay Request

cc: Salvatore Stella, Village of Forest Park
Rachell Entler, Village of Forest Park
Jim Amelio, CBBEL
Nick Visvardis, Tecorp Inc.

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Village of Forest Park

Rehabilitation of the 500 MMG Gallon Hydropillar High Tank (North)

CBBEL Project No. 000023.00095

Pay Request 2

Date: 06/08/23

ITEM NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	SCHEDULED VALUE	UNITS FROM PREVIOUS INVOICES	UNITS THIS PERIOD	TOTAL UNITS COMPLETED TO DATE	BALANCE TO FINISH	TOTAL VALUE COMPELTED THIS PERIOD	TOTAL VALUE COMPLETED TO DATE	BALANCE TO FINISH	10% RETAINAGE
05 50 00/01	CONTINUOUS WELD SEAMREPAIRS	LIN. FT.	100	\$ 150.00	\$15,000.00	0.00	100.00	100.00	0.00	\$15,000.00	\$15,000.00	\$0.00	\$750.00
05 50 00/02	INTERIOR PIN HOLES WELD REPAIRS	EACH	1500	\$ 27.00	\$40,500.00	0.00	1500.00	1500.00	0.00	\$40,500.00	\$40,500.00	\$0.00	\$2,025.00
05 50 00/03	ROOF PIN HOLE WELD REPAIRS	LUMP SUM	1	\$ 6,000.00	\$6,000.00	0.00	1.00	1.00	0.00	\$6,000.00	\$6,000.00	\$0.00	\$300.00
05 50 00/04	INSTALL NEW SAFETY GRABS	LUMP SUM	1	\$ 3,000.00	\$3,000.00	0.00	1.00	1.00	0.00	\$3,000.00	\$3,000.00	\$0.00	\$150.00
05 50 00/05	REMOVE AND REPLACE EXISTING HANDRAIL	LUMP SUM	1	\$ 24,000.00	\$24,000.00	0.00	1.00	1.00	0.00	\$24,000.00	\$24,000.00	\$0.00	\$1,200.00
05 50 00/06	INSTALL ANTENNA CABLE CASING PIPES	LUMP SUM	1	\$ 48,000.00	\$48,000.00	0.00	1.00	1.00	0.00	\$48,000.00	\$48,000.00	\$0.00	\$2,400.00
05 52 13/01	REMOVE AND REPLACE EXISTING ROOF VENT	LUMP SUM	1	\$ 7,500.00	\$7,500.00	0.50	0.50	1.00	0.00	\$3,750.00	\$7,500.00	\$0.00	\$375.00
05 52 13/02	REMOVE EXISITNG CAT WALK	LUMP SUM	1	\$ 2,000.00	\$2,000.00	0.00	1.00	1.00	0.00	\$2,000.00	\$2,000.00	\$0.00	\$100.00
05 52 13/03	REMOVE AND REPLACE EXISITNG INTERIOR WET AND EXTERIOR LADDER AND NEW VALVE VAULT LADDER	LUMP SUM	1	\$ 16,000.00	\$16,000.00	0.00	1.00	1.00	0.00	\$16,000.00	\$16,000.00	\$0.00	\$800.00
05 52 13/04	REMOVE AND REPLACE EXISTING ROOF HATCHES	LUMP SUM	1	\$ 8,500.00	\$8,500.00	0.00	0.50	0.50	0.50	\$4,250.00	\$4,250.00	\$4,250.00	\$212.50
05 52 13/05	RELOCATE EXISTING ANTENNA MAST	LUMP SUM	1	\$ 3,000.00	\$3,000.00	0.00	1.00	1.00	0.00	\$3,000.00	\$3,000.00	\$0.00	\$150.00
05 52 13/06	REMOVE AND REPLACE EXISTING EXPANSION JOINT AND VALVE VAULT/RISER PIPING IN KIND	LUMP SUM	1	\$ 22,000.00	\$22,000.00	0.00	1.00	1.00	0.00	\$22,000.00	\$22,000.00	\$0.00	\$1,100.00
09 91 13/01	INTERIOR WET SURFACES; ALL SURFACE PREP, PRIMING AND PAINTING	LUMP SUM	1	\$ 178,000.00	\$178,000.00	0.75	0.25	1.00	0.00	\$44,500.00	\$178,000.00	\$0.00	\$8,900.00
09 91 13/02	EXTERIOR SURFACES; ALL SURFACE PREP, PRIMING AND PAINTING	LUMP SUM	1	\$ 410,000.00	\$410,000.00	0.40	0.60	1.00	0.00	\$246,000.00	\$410,000.00	\$0.00	\$20,500.00
09 91 13/03	INTERIOR DRY SURFACES; PIT AND RISER PIPING, ALL SURFACE PREP, PRIMING AND PAINTING	LUMP SUM	1	\$ 65,000.00	\$65,000.00	0.00	1.00	1.00	0.00	\$65,000.00	\$65,000.00	\$0.00	\$3,250.00
09 91 13/04	PROPER AND LEGAL DISPOSAL OF PAINT CHIPS/FLAKES AND OTHER DEBRIS	LUMP SUM	1	\$ 5,000.00	\$5,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$5,000.00	\$0.00
09 91 13/05	CONTAINMENT	LUMP SUM	1	\$ 120,000.00	\$120,000.00	0.60	0.40	1.00	0.00	\$48,000.00	\$120,000.00	\$0.00	\$6,000.00
11 20 00/01	WATER STRATIFICATION EQUIPMENT	LUMP SUM	1	\$ 23,000.00	\$23,000.00	0.00	1.00	1.00	0.00	\$23,000.00	\$23,000.00	\$0.00	\$1,150.00
26 42 00/01	CATHODIC PROTECTION	LUMP SUM	1	\$ 16,000.00	\$16,000.00	0.00	1.00	1.00	0.00	\$16,000.00	\$16,000.00	\$0.00	\$800.00
26 42 00/02	SERVICE AGREEMENT	LUMP SUM	1	\$ 1,000.00	\$1,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$1,000.00	\$0.00
26 56 00/01	LIGHTING AND ELECTRICAL EQUIPMENT REMOVAL AND REPLACEMENT	LUMP SUM	1	\$ 8,000.00	\$8,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$8,000.00	\$0.00
27 51 25/01	MODIFICATIONS TO EXISTING SCADA SYSTEM	LUMP SUM	1	\$ 3,800.00	\$3,800.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$3,800.00	\$0.00
32 31 13/01	HIGH SECURITY CHAIN LINK FENCING AND GATES	LUMP SUM	1	\$ 24,000.00	\$24,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$24,000.00	\$0.00
CO #1	ADDITIONAL ITEMS ORDERED BY VILLAGE	LUMP SUM	1	\$ 14,250.00	\$14,250.00	0.07	0.93	1.00	0.00	\$13,252.50	\$14,250.00	\$0.00	\$712.50
CO #2	ADDITIONAL ITEMS ORDERED BY VILLAGE & DEDUCT FOR EXTERIOR OVERCOAT*	LUMP SUM	1	\$ (93,670.00)	\$ (93,670.00)	0.40	0.60	1.00	0.00	-\$56,202.00	-\$93,670.00	\$ -	-\$4,683.50
SUBTOTAL CONSTRUCTION COST=					\$969,880.00					\$587,050.50	\$923,830.00	\$46,050.00	\$46,191.50

CURRENT CONTRACT VALUE	\$969,880.00
TOTAL VALUE COMPLETED TO DATE	\$923,830.00
TOTAL AMOUNT PAID TO DATE	\$426,852.00
5% RETAINAGE	\$46,191.50
TOTAL AMOUNT DUE THIS PERIOD	\$450,786.50



2221 Muriel Court
Joliet, Illinois 60433

Phone: 815-726-9192

Fax: 815-726-9245

Email: Tvisvardis@tecorp.us

TRANSMITTAL

To : Christopher B. Burke Engineering LTD.
9575 W. Higgins Road
Suite 600
Rosemont, IL 60018
Attn: Gerald Hennelly
Re: Village of Forest Park
Rehabilitation of the 500,000 Gallon North Tank

We are sending you _____ attached _____ under separate cover

_____ Prints _____ Plans _____ Shop Drawings _____ Samples
_____ Copy of _____ Change order _____ Specifications _____ x _____ Other

COPIES	DESCRIPTION
3	Invoice #2

These are transmitted as indicated below:

___ For approval ___ Approved as submitted ___ Resubmit ___ copies for approval
___ For your use ___ Approved as noted ___ Submit ___ copies for distribution
___ As requested ___ Returned for corrections ___ Return ___ corrected prints
___ For review and comment
___ For bids due _____

Remarks _____

COPY TO: ___ File _____

Date: 06/06/2023

A Complete Professional Coating and Lining Service

Memo

To: Village Council
From: Fire Chief Phil Chiappetta
Date: 6/20/2023
Re: Contract with PCG

Each year the fire department needs to complete a cost report for Medicaid reimbursement. This program is called IL GEMT. The cost report reflects what it costs the Village to operate the ambulance each year. This process is very thorough and time consuming.

In past years we have contracted with a company called Digitech to do the report. They charged the Village 12% of what we collect each year in IL GEMT money. This new contract with PCG will provide the exact same service but with a cost of 10% of what's collected.

Phil Chiappetta

Fire Chief

RESOLUTION NO. R-_____-23

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT BETWEEN
THE VILLAGE OF FOREST PARK AND PUBLIC CONSULTING GROUP INC.**

WHEREAS, the corporate authorities of the Village of Forest Park (the “Village”) find it advisable, necessary and in the best interest of the Village to enter into a Public Consulting Group Emergency Services Agreement with Public Consulting Group, Inc. for services related to reimbursement consulting services to recover costs associated with emergency medical transport for Medicaid patients.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the Village of Forest Park, Cook County, Illinois as follows:

Section 1. The corporate authorities of the Village of Forest Park hereby approve the Consulting Services Agreement between the Village of Forest Park and Public Consulting Group, Inc. for the provision of consulting services related to reimbursement consulting services to recover costs associated with emergency medical transport for Medicaid patients, a copy of which is attached hereto as Exhibit A and made a part hereof (the “Agreement”).

Section 2. The corporate authorities of the Village authorize and direct the Mayor to execute the Agreement on behalf of the Village.

Section 3. This Resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 26th day of June, 2023.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of June, 2023.

Vanessa Moritz, Clerk

EXHIBIT A

**PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT
WITH PUBLIC CONSULTING GROUP, INC.**

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between the Village of Forest Park (“CLIENT”) and Public Consulting Group LLC (“PCG”) as of June ____, 2023 (“Effective Date”).

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure “supplemental payments”, and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

1. **Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
2. **Term.** The Agreement will be effective from the Effective Date through June 30, 2026, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Either party may terminate this Agreement without cause for any reason upon not less than thirty (30) days’ prior written notice, specifying the termination date to the other party. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

3. **Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.
- a. CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.
- b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.
4. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For PCG:

Alissa Narode
Associate Manager
Public Consulting Group LLC
99 Washington Ave
Albany, NY 12210
518-375-2461
anarode@pcgus.com

CLIENT:

Name
Title
Address

Phone
Email address

5. **Relationship of the Parties**

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding

taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.

- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
 - d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
 - e. At CLIENT's written request, PCG shall provide to CLIENT: (i) its federal employer tax identification number; and (ii) copies of any applicable business licenses.
6. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
7. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.
8. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
9. **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies.
10. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party

(the “Receiving Party”) information that is considered proprietary and confidential to the Disclosing Party.

- a.** “Proprietary or Confidential Information” is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term “Proprietary or Confidential Information” includes the original information provided by Disclosing Party as well as all copies.
- b.** Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
- c.** The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- d.** The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.
- e.** The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.

-
- f. All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.
- g. If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.
- h. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.
- j. The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k. If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:
- i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;

- ii. Consult with the Disclosing Party on the appropriate response to the request;
 - iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
 - iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
- l.** Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
- m.** The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
- n.** Other than as set forth in Section 11(g) above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
- 11. Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.
- 12. Non-Solicitation:** During the term of this Agreement and for one year thereafter, neither CLIENT nor PCG shall, without the prior written consent of the other party, directly or indirectly solicit, entice, encourage, offer special inducements, or otherwise recruit any of

the other party's employees. However, notwithstanding anything above to the contrary, this Section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, an employee of the other party who answers an advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party.

13. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
14. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
15. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
16. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
17. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
18. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the State of Illinois, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of Cook County, Illinois shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.
19. **Miscellaneous**
 - a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF

MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.

- b.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
- c.** Each party agrees that they shall not at any time make disparaging statements or induce others to make disparaging statements, in any form, about the other party or any of its respective employees, officers, directors, products or services.
- d.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- f.** Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.
- g.** Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of

such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

VILLAGE OF FOREST PARK

PUBLIC CONSULTING GROUP LLC

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTACHMENT A
CONTRACTED SERVICES
Ground Emergency Medical Transportation (GEMT) Program

PCG will provide the below Contracted Services will be utilized for 3 state fiscal year cost reporting cycles, defined as July 1, 2023-June 30, 2026.

- A. CLIENT provides village-wide ambulance and medical services some of which will qualify for the Ground Emergency Medical Transportation (GEMT) Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- B. CLIENT provides emergency medical transports to Medicaid patients each year and the Contractor shall complete the required paperwork for CLIENT to participate in the GEMT Program.
- C. This GEMT Program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
- D. PCG shall be familiar with the GEMT Program in Illinois, and all the rules, regulations and requirements associated with the Program.
- E. PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to the HFS within the time frame prescribed by HFS.
- F. PCG shall have knowledge of the data and cost reporting principles specified in OMB SuperCircular (2 CFR Part 200) and Medicare/Medicaid principles of reimbursement.
- G. PCG shall have knowledge and experience in the completion of all ten (10) Schedules as required by the Program.
- H. CLIENT will provide PCG with all of the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.

-
- I. PCG shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
 - J. If the completed cost report is rejected by HFS, PCG shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
 - K. PCG agrees to receive compensation for Contracted Services on a contingency fee basis. This compensation will be based on payments received by CLIENT under the GEMT Program.
 - L. If, as a result of an audit by HFS, a refund is required by CLIENT, PCG agrees to return the portion of the compensation fee that was paid on the amount being refunded and will otherwise not be liable for any other costs, fees, expenses, damages, or amounts.

ATTACHMENT B COMPENSATION

In consideration for the Contracted Services, CLIENT will pay PCG 10% of the reimbursements received by CLIENT under the GEMT program for the state fiscal year cost reporting cycles set forth in Attachment A.

PCG will not receive any compensation until the Medicaid FFS reimbursements are received by CLIENT. All reimbursement realized by CLIENT from the supplemental payment program for EMS shall be paid in full directly from HFS to CLIENT. PCG will invoice and receive its compensation after the receipt of reimbursement is received by CLIENT from the state fiscal year cost reporting cycles set forth in Attachment A.

PCG will invoice CLIENT based on the reimbursements within 45 days of receipt of funds by CLIENT.

Village of Forest Park Council Agenda Item Summary

Ken
20 Jun 23
2000

Council Meeting Date:	June 26, 2023	Presented By:	Chief Ken Gross
Agenda Item Title:	Illinois Dept. of Transportation	Budgeted Item:	Yes: Not Applicable No:
Budget Account Number:	Grant	Amount Budgeted:	\$69,316.00

Council Executive Summary

The Forest Park Police Department has been awarded a Highway Safety Program Grant for FFY24. The grant will allow us to conduct special enforcements for impaired driving mobilizations and/or occupant protection mobilizations during the following holidays and/or events: Thanksgiving, Christmas, New Years, Super Bowl, St. Patrick's Day, Memorial Day, Independence Day, Labor Day and Distracted Driving.

Total grant funding is \$69,316.00

Recommended Action

It is the recommendation of the Police Department that the Mayor and Village Council approve the IDOT FFY2024 funding.

Approved:	Denied:	Deferred:
Other Comments:		

RESOLUTION NO. R-_____-23

**A RESOLUTION AUTHORIZING ACCEPTANCE AND EXECUTION OF AN
ILLINOIS DEPARTMENT OF TRANSPORTATION SUSTAINED TRAFFIC
ENFORCEMENT PROGRAM (STEP) FOR HIGH VISIBILITY
ENFORCEMENT (HVE) GRANT FOR FY 2024**

WHEREAS, the Village of Forest Park (“Village”) has made application to the Illinois Department of Transportation (“IDOT”) for a grant to be funded through the Sustained Traffic Enforcement Program (“STEP”) for High Visibility Enforcement (HVE) for targeted enforcement designed to reduce fatalities and serious injuries at some of the deadliest times of the year for vehicle travel (“Grant”); and

WHEREAS, the Village has been awarded and is required to accept the terms of the STEP and HVE Grant with IDOT, in the amount of \$69,316.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The application for the STEP and HVE Grant, in the amount of \$69,316.00, be approved and the Chief of Police is authorized to execute, on behalf of the Village, the STEP and HVE Grant with IDOT, a copy of which is attached hereto as Exhibit “A”.

Section 2. The Chief of Police or his designee is hereby authorized and directed to execute any and all other documents and to perform all other requirements in connection with the request for the STEP and HVE Grant.

Section 3. The Village agrees to accept the \$69,316.00 STEP and HVE Grant from IDOT, and further agrees to use the funds received pursuant to said STEP and HVE Grant.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 26th
day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 26th day of June, 2023.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
And published in pamphlet form
This _____ day of June, 2023.

Vanessa Moritz, Village Clerk

EXHIBIT “A”

IDOT STEP AND HVE GRANT



Village of Forest Park

Prepared by Village of Forest Park
for Illinois Department of Transportation 24-0343-11 Sustained Traffic Enforcement Program (STEP)

Primary Contact: Dora Murphy

Opportunity Details

Opportunity Information

CSFA Number

494-10-0343

CSFA Popular Name

NHTSA Section 402, Section 405, and 1906 funds and State of Illinois funds

Title

24-0343-11 Sustained Traffic Enforcement Program (STEP)

Description

I. INTRODUCTION:

The Sustained Traffic Enforcement Program (STEP) focuses on High Visibility Enforcement (HVE) on specific times and dates of the year. The enforcement efforts are designed to reduce fatalities and serious injuries at some of the deadliest times of the year for vehicle travel. There are six required campaigns for this program. Applicants also have the opportunity to participate in optional campaigns and/or additional traffic safety enforcement.

II. PROJECT GOAL:

Increase high visibility enforcement of traffic safety laws in Illinois.

III. NEW THIS YEAR:

- Mandatory Campaign Funds become more flexible – funding for these campaigns will operate similarly to the additional enforcement. See mandatory campaigns section for elaboration.
- SPEED Optional Campaign – July 9-31, 2024
- Additional Traffic Safety Enforcement funds can be requested up to one hundred (100) percent of total mandatory and optional enforcement amount.
- To receive funding, applicant agency must be in compliance with the Illinois Traffic Stop Study.
- The claim for reimbursement is due within 45 days after the end of the enforcement campaign or the end of month when Additional Enforcement is worked.
- Create meaningful public participation and engagement to ensure diverse views are heard and considered.

IV. GRANT PROPOSAL GUIDANCE:

This section will cover the requirements of Mandatory, Optional campaigns, and Additional Enforcement.

Campaign Specifications:

A. Mandatory Enforcement Campaigns – these campaigns are a requirement of the grant and agencies must participate. The applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign.

New This Year - In the application, the applicant will designate how much funding they need for each campaign, but this will only be used to justify their participation and overall dollar amount.

During the grant year, the agency will spend funds on the campaigns as needed. These funds will operate as a lump sum that can be used throughout the year. Agencies will no longer be required to seek approval to move funds from one campaign to another.

AGENCIES ARE REQUIRED TO PARTICIPATE IN ALL 6 CAMPAIGNS AND MUST BUDGET ACCORDINGLY THROUGHOUT THE YEAR TO ENSURE COMPLIANCE WITH THIS REQUIREMENT.

Agencies must participate in the following campaigns with the predetermined message and enforcement emphasis:

- Thanksgiving (Shared Occupant Protection/Impaired Driving Message)

- ☐ Christmas/New Year's (Impaired Driving)
- ☐ St. Patrick's Day (Impaired Driving)
- ☐ Memorial Day (Occupant Protection)
- ☐ Independence Day (Impaired Driving)
- ☐ Labor Day (Impaired Driving)

Mandatory Enforcement Campaign Requirements:

The applicant can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign and at least one must be conducted. There are separate requirements and desired outputs for each enforcement type. Each campaign will also have a primary message and enforcement emphasis (e.g. "Click It or Ticket" or "Drive Sober Or Get Pulled Over"). Agencies are encouraged to conduct enforcement campaigns for both Impaired Driving and Occupant Protection. Other traffic safety citations may be issued during mandatory campaigns. Examples of other citations for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to Impaired Driving arrests and occupant restraint citations.

Explanation of Operation:

EXAMPLE - Your agency was awarded \$1,000 for each of the six campaigns below for a total of \$6,000 in mandatory campaigns. How you spend those funds is up to your agency. As seen below you asked for \$1,000 for each campaign but it was spent as it was needed and no approvals to move the funds is required.

- ☐ Thanksgiving Occupant Protection \$2,500
- ☐ Christmas/New Year's (Impaired Driving) \$500
- ☐ St. Patrick's Day (Impaired Driving) \$250
- ☐ Memorial Day (Occupant Protection) \$250
- ☐ Independence Day (Impaired Driving) \$1,500
- ☐ Labor Day Occupant Protection \$1,000

MUST STILL DEFINE THE ENFORCEMENT TYPE ON THE CITATION REPORTING FORM (BSPE 205 or equivalent).

Occupant Protection Enforcement:

- A minimum of thirty (30) percent of total mandatory campaign hours for the grant year shall be worked between the hours of 6:00 p.m. and 6:00 a.m.

Nighttime hours can be scheduled when most appropriate by the grant agency. (Example; If an agency's total mandatory and optional campaign hours add up to 100 hours, a minimum of 30 hours must be worked between 6:00 p.m. and 6:00 a.m.). Thus, the agency has the flexibility to schedule nighttime hours when most appropriate during the grant year.

- Thirty (30) percent of all citations while working Occupant Protection enforcement should be for occupant restraint violations.
- See the Desired Outputs section for citation/traffic stop expectations.

Impaired Driving Enforcement:

- Patrol hours must occur between 6:00 p.m. and 6:00 a.m.

Impaired driving patrol hours may be extended outside of 6:00 p.m. and 6:00 a.m. with pre-approval from an IDOT Safety Grant Administrator (GA).

Daytime patrol hours can be conducted BY ARIDE/DRE-TRAINED OFFICERS ONLY between the hours of 6:00 a.m. and 6:00 p.m.

- All officers conducting grant-funded, alcohol-related enforcement must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/IETSB-approved refresher course. To satisfy this requirement, officers must complete an IETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A law enforcement agency may provide in-house training for its own officers conducted by officers from the same agency, provided the trainer is a certified IETSB SFST instructor. Officers may also attend training at an agency other than their own if the training is conducted by a certified SFST instructor. In these situations, a class roster showing all officers who completed the training must be sent to the IETSB. Upon request, law enforcement agencies must be able to produce verification of compliance with this requirement.

- See the Desired Outputs section for citation/traffic stop expectations.

B. Optional Enforcement Campaigns – these campaigns are optional. An agency can participate in zero, one, two, three, four or all of them if they so choose.

Agencies may participate in the following campaigns with the predetermined message emphasis:

- ☐ Halloween (Impaired Driving)
- ☐ Super Bowl (Impaired Driving)
- ☐ Distracted Driving (Distracted Driving)
- ☐ Speed (Speeding)
- ☐ Child Passenger Safety (Occupant Protection)

Optional Enforcement Campaign Requirements:

Like the mandatory campaigns, the applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for the Halloween, Super Bowl campaigns. Distracted driving, Speed and Child Passenger Safety only have one campaign focus, but all campaigns will have a primary message and enforcement emphasis (as seen above). Although the focus of the campaign may be occupant protection, impaired driving, child passenger safety, speed, or distracted driving, your agency can still issue other citations for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to Impaired Driving arrests and occupant restraint citations.

Occupant Protection Enforcement

- See Mandatory Occupant Protection Enforcement Requirements

Impaired Driving Enforcement:

- See Mandatory Impaired Driving Enforcement Requirements

Distracted Driving Enforcement:

- Only conducted in the month of April.
- No time of day or day of week requirements.
- See the Desired Outputs section for citation/traffic stop expectations.

Speed Enforcement:

- Only conducted during the specified dates in July.
- See the Desired Outputs section of the citation/traffic stop expectations.

C. Additional Enforcement - Agencies can apply for funding to conduct additional enforcement along with the mandatory and optional campaigns. The focus, time, and date are completely up to the department based on their traffic enforcement needs but they cannot be used during the mandatory campaign dates. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

Agencies can apply for funds as one lump sum under this section without defining a specific enforcement type. These additional enforcement funds will be used when the agency decides it is most necessary, if it is outside of the mandatory campaign dates. Funds can be used as needed throughout the grant year.

Additional Enforcement Requirements:

- Additional Traffic Safety Enforcement efforts can be scheduled anytime, day or night outside the mandatory campaign dates.

Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

- Additional Traffic Safety Enforcement funds cannot exceed one hundred (100) percent of the requested mandatory and optional enforcement funds.

- Agencies shall submit only one citation reporting form and one reimbursement claim for the entire month when additional enforcement was worked. The BSPE citation reporting form shall be submitted within two weeks from the end of the month

when work was completed. The reimbursement claim shall be submitted within 45 days from the end of the month when work was completed.

- See the Desired Outputs section for citation/traffic stop expectations.
- Note: Agencies are allowed to conduct additional enforcement within optional campaigns timeframes if the agency has available additional enforcement funding.

Desired Outputs by Enforcement Campaign Type:

Mandatory and Optional Campaigns:

Occupant Protection (includes Child Passenger Safety):

1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Thirty (30) percent should be for occupant restraint violations.
 - a. Front and back seat child and adult occupants.

Impaired Driving:

1. A minimum of one Impaired Driving arrest for every fifteen (15) hours of patrol.
2. Average a minimum of one (1) traffic citation for every sixty (60) minutes of patrol.

Distracted Driving (optional campaign only):

1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Fifty (50) percent should be for electronic device use violations.

Speed (optional campaign only):

1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Fifty (50) percent should be for speed violations.

Additional Enforcement:

1. Average a minimum of one (1) traffic citation for every 60 minutes of patrol.
2. Average a minimum of two (2) traffic stops per hour.

Campaign Requirements:

For each mandatory, optional, and additional campaign completed, the agency shall:

- Conduct pre- and post-enforcement activities. Examples: news releases; TV interviews; media events; community education; and court (prosecutors and judges) personnel; etc. Not required for additional enforcement.
- Conduct enforcement overtime hours. Patrols must be continual and spread out over the enforcement campaign period during times of high crash incidence.
- Obtain and collect data from campaign. Report this information on the BSPE 205 or equivalent form determined by the grantor.
- Officers are encouraged to issue multiple citations to drivers and/or passengers who have committed multiple violations.
- The applicant agency may be asked to participate in promotional events and regional meetings at the request of BSPE.
- Create meaningful public participation and engagement to ensure diverse views are heard and considered.

ALLOWABLE COSTS

Allowable Budget Line Requests

Personnel Salary and Wages.

Indirect Costs Calculated by applying the current negotiated indirect cost rate (ICR) percentage to the approved or projected base.

VI. POLICIES AND GUIDANCE FOR FFY 2024:

INVENTORY CONTROL:

Any previously purchased items over \$1,000, are required to be tracked and monitored by both the grantees agency and IDOT. This inventory will be monitored throughout the grant program. This inventory list must contain name of item, location of item, and unique identifier number for each item. How this is established is up to the grantees discretion but must have the required information described above.

If equipment above \$1,000 is replaced with a new item and the previous was purchased with federal funds, the previous item will need to be turned into IDOT or disposed of properly. IDOT must be informed of what was disposed of and when. Then inventory control lists must reflect this change. If it is not returned or disposed of properly the new item will not be reimbursed.

The Safety Grant Administrator will inspect annually any item purchased more than \$1,000. Equipment purchased with grant funds of \$5,000.00 or more will have the BSPE 36 Major Equipment Inventory Inspection form completed and put in the project file.

COMPENSATION TIME REIMBURSEMENT:

Officers may earn comp-time if the agency is compensated at the current agreed rate and it will be the same rate, no matter if it is pay or comp-time. Like any other grant reimbursement, the time worked must be billed within the grant period, at the rate established and at the time the officer worked the grant. If officer/deputy is receiving compensation time, please denote with (COMP) after their name. Your agency will still be billing our office for the hours worked and we will still be reimbursing them. The only change is that your department will give your officers comp time instead of pay.

Awarding Agency Name

Department Of Transportation

Agency Contact Name

Adam Gabany

Agency Contact Phone

217-785-1582

Agency Contact Email

Adam.Gabany@illinois.gov

Fund Activity Categories

Transportation

Category Explanation

A state may use these grant funds only for highway safety purposes. Encourage States to address national priorities for reducing highway deaths and injuries through occupant protection programs, state traffic safety information system improvements, impaired driving countermeasures, passage of effective laws to reduce distracted driving, implementation of motorcyclist safety programs, racial profiling data, and the implementation of graduated driving licensing laws.

Departments

Highway Safety Grants - Bureau of Safety Programs and Engineering -

Subjects

Federal Fiscal Year 2024

Opportunity Manager

Aaron Link

Opportunity Posted Date

1/1/2023

Announcement Type

Initial Announcement

Funding Opportunity Number

24-0343-11

Assistance Listings Number

20.600, 20.616, 20.611

Public Link

<https://il.amplifund.com/Public/Opportunities/Details/8a293bf7-78e7-4baa-b4f7-01b007f22de5>

Is Published

Yes

Funding Information

Total Program Funding

\$12,000,000.00

Funding Sources

Federal Or Federal Pass Through, State

Funding Source Description

State Funds and FAST Act or Infrastructure Investment and Jobs Act. State Funds and FAST Act/Infrastructure Investment and Jobs Act federal funding Sections 402 and all 405 sections depending on the specific grant objectives.

Allowable Budget Items: Personnel and Indirect Costs.

Funding Restrictions

See funding source description

Award Information

Award Period

10/01/2023 - 09/30/2024

Award Type

Competitive

Capital Grant

No

Expected Number of Awards

250.00

Indirect Costs Allowed

Yes

Indirect Cost Description

All applicants must provide documentation that there is an acceptable accounting system in place that is capable of identifying project related costs separate from general operating costs.

(2CFR Part 200, Appendix VII.D.b); (2 CFR 200.47)

Please see "question submission information" section for the IDOT University Indirect Cost Policy Memo as referenced in the "citation governing indirect cost restriction section".

Restrictions on Indirect Costs

Yes

Citation Governing Indirect Cost Restriction

Allowed. "The following State University F and A Rate and Base will apply to all State issued awards that contain either Federal pass-through funding or State funding: RATE: 20% Rate for awards or programs administered On-Campus* 10% Rate for awards or programs administered Off-Campus* BASE: Base approved in the State Universities' current Federally Negotiated Indirect Cost Rate Agreement (NICRA) *Criteria for utilization of the On/Off Campus rate is located within the general terms and conditions of Federal NICRA for each State University. If not clearly defined, State awarding agencies and officers will make final determination based upon the purposes of the grant scope." (See attached University Indirect Cost Rates Memorandum, January 2020). 2CFR 200

Submission Information

Submission Window

01/01/2023 12:00 AM - 02/17/2023 4:00 PM

Submission Timeline Type

One Time

Submission Timeline Additional Information

A Highway Safety Grant application is not considered complete until all required documents are received.

No submissions will be accepted after the deadline.

Allow Multiple Applications

Yes

Application Review Start Date / Pre-Qualification Deadline

03/01/2023 12:00 AM

Question Submission Information

Question Submission Open Date

01/01/2023 12:00 AM

Question Submission Close Date

02/17/2023 4:00 PM

Question Submission Email Address

DOT.TSgrants@illinois.gov

Question Submission Additional Information

GATA Compliance:

Aaron Link

DOT.TSgrants@illinois.gov

Attachments

- IDOT University Indirect Cost Rate Policy Memo

Eligibility Information

Eligibility Type

Public

Eligible Applicants

- Government Organizations
- Others
- Public and State controlled institutions of higher education
- Private institutions of higher education
- Native American tribal organizations (not Federally recognized)
- Native American tribal governments (Federally recognized)
- City or township governments
- County Governments
- Special District Governments

Additional Eligibility Information

This grant program is only available to non-state agency law enforcement agencies.

Additional Information

Additional Information URL

<https://idot.illinois.gov/transportation-system/safety/grants/current>

Additional Information URL Description

Information posted in this Notice of Funding Opportunity is also posted on our website for ease of use.

Award Administration Information

State Award Notices

Awards will be issued prior to the grant start date.

Administrative and National Policy Requirements

This NOFO is restricted by policies set forth in the FAST Act or Infrastructure Investment and Jobs Act and 2 CFR 200.

Reporting

The Periodic Financial Report is required at a minimum of four (4) times per year but may be required more frequently. Each Grantee's final reporting frequency shall be in the grant agreement.

Citation reporting information is due within 15 days of the end of the enforcement campaign. At this time, it is unclear if this information will be submitted to the grantor VIA AmpliFund or the past practice VIA email. The grantor will make this determination at a later time.

In addition, the Grantee's assigned Safety Grant Administrator may have monitoring meetings throughout the grant year.

State Awarding Agency Contacts

Adam Gabany
Illinois Department of Transportation
Bureau of Safety Programs and Engineering
2300 South Dirksen Parkway
Springfield, Illinois 62764
217-494-0257
Adam.Gabany@illinois.gov

Project Information

Application Information

Application Name

Village of Forest Park

Award Requested

\$69,316.00

Cash Match Requirement

\$0.00

Cash Match Contributions

\$0.00

In-Kind Match Requirement

\$0.00

In-Kind Match Contributions

\$0.00

Other Funding Contributions

\$0.00

Total Award Budget

\$69,316.00

Primary Contact Information

Name

Dora Murphy

Email Address

dmurphy@forestpark.net

Address

517 Desplaines Avenue
Forest Park, Illinois 60130

Phone Number

(708) 615-6223

Project Description

2024 Local Agency Uniform Grant Application

Fill in the following information and be sure to check with your finance office to ensure you are supplying the correct information.

Applicant Information

Legal Name (Name used for UEI registration and grantee pre-qualification)
Forest Park, Village of

Common Name (DBA)
Forest Park Police Department

Employer/Taxpayer Identification Number (EIN, TIN)
36-6005875

Organizational DUNS Number was replaced by the UEI and is no longer needed. You may include it if you so choose.
076891365

GATA ID (assigned through the grantee portal)
681427

SAM Cage Code
4KZD4

Unique Entity Identifier
JGWJBEJKDTF6

Payment Address

Does your agency have a different payment address than the principal office registered in the GATA portal?
☐ YES
☒ NO

Applicant's Organizational Unit

Department Name
Forest Park Police Department

Division Name

Applicant's Name and Contact Information for Person to be Contacted for Program Matters involving this Application

First Name
Christopher

Last Name
Chin

Suffix

Title
Deputy Chief of Police



Organizational Affiliation
Employee

Telephone Number
708-615-6223

Email Address
cchin@forestpark.net

Applicant's Authorizing Representative information - this person will be signing the grant agreement if awarded.

First Name
Ken

Last Name
Gross

Title
Chief of Police

Telephone Number
708-615-6299

Email Address
kgross@forestpark.net

Applicant's Name and Contact Information for Person to be Contacted for Business/Administrative Office Matters involving this Application

First Name
Leticia

Last Name
Olmsted

Suffix

Title
Finance Director

Organizational Affiliation
Employee

Telephone Number
708-615-6208

Fax Number

Email Address
lolmsted@forestpark.net

Areas Affected

Please list the areas affected by the Project (cities, counties, state-wide)

Forest Park & Cook County

Add Attachments (e.g., maps) (optional)

Legislative and Congressional Districts of Applicant

Legislative and Congressional Districts of Program/Project

Attach an additional list, if necessary

Applicant's Project

Description Title of Applicant's Project
STEP

Proposed Project Term Start Date
10/1/2023

Proposed Project Term End Date
9/30/2024

Applicant Certification

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*)The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

Applicant Certification
☒ I agree

Next Steps

When you're finished answering the questions on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click Save or Save & Continue to fill out the missing information at a later time.

Affidavit of Disclosure of Conflicts of Interest

This Affidavit of Disclosure of Conflicts of Interest is to be completed by the highest-ranking position overseeing the grant. If more than one Affidavit of Disclosure of Conflicts of Interest needs to be submitted per Grantee requirements, email DOT.TSgrants@Illinois.gov for submission directions.

Name of Employee Completing the Affidavit of Disclosure of Conflicts of Interest

Letitia Olmsted

Position of Employee Completing the Affidavit of Disclosure of Conflicts of Interest

Finance Director

Grantee's disclosure of the information contained in this Form is required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations, 2 CFR 200.112, and 44 Ill. Admin Code 7000.40(b)(3). As an Employee or Officer of Grantee, I will remain bias-free before, during and after the award process of the Grant Agreement. Pursuant to the above referenced Uniform Guidance and Administrative Rules, I have identified below any relationship I have, or have had, of a family, political, financial, or social nature with any of Grantor's employees related to this Grant Agreement, and wait for direction from the Grants Unit Manager and the Department's Ethics Officer before proceeding to participate with Grantor in the award process. After submittal of this Disclosure to the Department's Bureau of Business Services, the Bureau of Business Services will provide this form to the Ethics Officer if a conflict is noted.

I have, or have had, a relationship described above or other conflict of interest with the following employees of Grantor for this Grant Agreement.

☐ YES

☒ NO

Submittal Verification

☒ By checking this box and typing my name below, I verify this document has been reviewed and approved by the owner and myself.

Approver Name

Letitia Olmsted

Date

2/3/2023

Next Steps

When you're finished answering the questions on this page, click **Mark as Complete**. An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click **Save** or **Save & Continue** to fill out the missing information at a later time.

2024 BSPE Local Enforcement Agency Calculation Guidance

Read and follow these instructions

This form is used to provide information and guidance to help develop your proposal parts 2, 3, and 4 and the budget.

Failure to follow these instructions will negatively impact your application and potential award.

Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program-specific instructions in the NOFO.

VERIFY CALCULATIONS

Within the proposal documents the applicant will need to input the amount of hours and calculate total dollar amounts in a variety of places. It is imperative that the amounts are checked and verified. If amounts are incorrect, the application will be sent back to correct and may impact the funding of the application.

If an effort to help with these calculations we have created a excel sheet that will do most of the calculations for the applicant and it can be used to verify the correct numbers were placed in the proposal and budget document within AmpliFund.

You must download the form and use it. It will be required to be uploaded in a later form.

Click on the green highlighted text below to download the file for use.

Excel Check Sheet

For Sustained Traffic Enforcement Program
STEP Enforcement Calculation Check Sheet.xlsx

Verify Calculations with Excel Check Sheet

Acknowledgement

☒ I have reviewed the information provided on this page

Next Steps

When you're finished answering the questions on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete. Not finished with this page yet? Click Save or Save & Continue to fill out the missing information at a later time.

2024 BSPE Local Agency Enforcement Proposal (Part 1)**Application Guidance**

This form will be used for the Bureau of Safety Programs and Engineering to aid in the evaluation of this application. It will also be used to evaluate the progress of your grant, if you are selected. Please be aware you will be responsible for completing all objectives and program implementation activities. Be specific with data, locations, dates, and activities. SAVE YOUR PROGRESS REGULARLY TO ENSURE INFORMATION IS NOT LOST.

1) Problem Identification

a) Based on your agency's coverage area and crash data, what are your agency's highway safety issues and explain your need for hireback enforcement.

Harlem/Roosevelt; Harlem/Madison; Roosevelt/Desplaines; Roocevelt/Circle; Madison/Circle

2) Illinois Strategic Highway Safety Plan

Did your agency use the Strategic Highway Safety Plan to develop this application?

- ☒ YES
☐ NO

2022 Strategic Highway Safety Plan

Strategic Highway Safety Plan 2022.pdf

3) Enforcement Focus

What are the enforcement focuses of this grant application? (Check all that apply)

- ☒ Distracted Driving
☐ Impaired Driving
☒ Seat Belt Compliance
☐ Child Passenger Safety
☒ Speed
☐ Move Over Law
☐ Pedestrian
☐ Pedalcycle
☐ Other

Other

4) Illinois Traffic Stop Study

Does your agency comply with the Illinois Traffic Stop Study? Agencies must be in compliance to be eligible to receive an award.

- ☒ YES
☐ NO

5) Location of Planned Enforcement

In what county is your agency located?

Cook

County Population Map

County Population Model.pdf

6) Population

What is the population of your agency's jurisdiction?

15700

7) Personnel

Estimated Number of Officers to participate in this enforcement program.

38

Estimated overtime rate of pay to participate in this enforcement program.

86.00

Does your agency have the necessary staff to conduct and support IDOT's enforcement campaigns?

- ☒ YES
☐ NO

8) Personnel Training

How many officers are ARIDE Trained?

12

How many officers are DRE Trained?

4

How many officers are Phlebotomy Trained?

0

How many officers are Breath Alcohol Technicians?

8

How many officers are Child Passenger Safety Technicians?

0

9) Additional Activities

What activities will your agency be conducting outside of enforcement to further highway safety? (examples: press releases, social media following, outreach events, etc.) If you have more than five, please list the most impactful.

	Description of Activity	Quantity of Activity	Quantity of People Reached
Activity 1	Social Media	8	15,700
Activity 2	Police Department Web-Site	8	15,700
Activity 3			
Activity 4			
Activity 5			

10) Equitable enforcement practices and training

What does your agency do to ensure you have equitable enforcement practices and training? (e.g. required training, optional trainings, officer requirements, etc.)

We hold department wide training twice a year in addition to monthly training through Lexipol. Covered trainings are: De-escalation strategies for street safe encounters; cultural competency; ethical and cultural awareness; use of force; sexual harassment and we also utilize the on-line training thru ILETSB.

Next Steps

When you're finished answering the questions on this page, click **Mark as Complete**. An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click **Save** or **Save & Continue** to fill out the missing information at a later time.

2024 BSPE Local Agency Enforcement Proposal (Part 2)

Mandatory Enforcement Campaigns

These campaigns are a requirement of the grant and agencies must participate. The applicant can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign and at least one must be conducted. There are separate requirements and desired outputs for each enforcement type. Each campaign will also have a primary message and enforcement emphasis (e.g. "Click It or Ticket" or "Drive Sober Or Get Pulled Over"). Agencies are encouraged to conduct enforcement campaigns for both Impaired Driving and Occupant Protection. Other traffic safety citations may be issued during mandatory campaigns. Examples of other citations for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to Impaired Driving arrests and occupant restraint citations.

Instructions:

Applicants will be entering all of their participation information on these forms. There are necessary calculations to determine dollar amounts and totals. We ask that you complete the previously offered excel sheet concurrently with the remaining proposal documents. This will ensure the totals are correct and that all items match. Revisit the "2024 BSPE Local Enforcement Agency Calculation Guidance" form if you currently are not using this excel sheet.

The same overtime rate of pay must be used for all calculations.

Each Mandatory Campaign will offer both Occupant Protection and Impaired Driving Enforcement Funding. You are only required to conduct one type, but you may conduct both if you so choose. There is conditional formatting built into the form so that if you click "NO" you are not participating you will not have to answer how many hours and the budget.

To calculate your budget for the individual campaign, take the average hourly rate x the number of hours you put in.

Example: Agency's overtime rate of pay is \$50 and is participating in both OP and ID for Thanksgiving. They have planned 10 hours for OP and 20 hours of ID.

- Overtime rate of pay = \$50
- Thanksgiving OP Total = \$50 x 10 = \$500
- Thanksgiving ID Total = \$50 x 20 = \$1,000
- Total Thanksgiving Budget at \$1,500.

Mandatory Campaign Schedule

Campaign	Paid Advertising Campaign	Kickoff News Release Dates	Enforcement	Post Enforcement News Release	Grant Data Collection Form Due
Thanksgiving	Yes	November 13-16, 2023	November 17-27, 2023	November 28-30, 2023	December 11, 2023
Christmas/New Year's	Yes	December 11-14, 2023	December 15, 2023-January 2, 2024	January 3-5, 2024	January 16, 2024
St. Patrick's Day	Yes	March 4-7, 2024	March 8-18, 2024	March 19-21, 2024	April 1, 2024
Memorial Day	Yes	May 13-16, 2024	May 17-28, 2024	May 29-31, 2024	June 11, 2024
Independence Day	Yes	June 17-June 20, 2024	June 21-July 8, 2024	July 9-11, 2024	July 22, 2024
Labor Day	Yes	August 12-15, 2024	August 16-September 3, 2024	September 4-6, 2024	September 17, 2024

Overtime Rate of Pay

This rate of pay must be used to calculate the amount of funds requested from this application.

Overtime rate of pay for officers to participate in this enforcement program.

\$87.00

Thanksgiving

Is your agency participating in Occupant Protection for Thanksgiving?

- ☒ Yes
☐ No

How many hours for Thanksgiving occupant protection?

64

What is the total budget for Thanksgiving occupant protection?

\$5,504.00

Is your agency participating in Impaired Driving for Thanksgiving?

- ☐ Yes
☒ No

Christmas/New Year's

Is your agency participating in Occupant Protection for Christmas/New Year's?

- ☒ Yes
☐ No

How many hours for Christmas/New Year's occupant protection?

64

What is the total budget for Christmas/New Year's occupant protection?

\$5,504.00

Is your agency participating in Impaired Driving for Christmas/New Year's?

- ☐ Yes
☒ No

St Patrick's Day

Is your agency participating in Occupant Protection for St Patrick's Day?

- ☒ Yes
☐ No

How many hours for St Patrick's Day occupant protection?

64

What is the total budget for St Patrick's Day occupant protection?

\$5,504.00

Is your agency participating in Impaired Driving for St Patrick's Day?

- ☐ Yes
☒ No

Memorial Day

Is your agency participating in Occupant Protection for Memorial Day?

- ☒ Yes
☐ No

How many hours for Memorial Day occupant protection?

64

What is the total budget for Memorial Day occupant protection?

\$5,504.00

Is your agency participating in Impaired Driving for Memorial Day?

☐ Yes☒ No**Independence Day**

Is your agency participating in Occupant Protection for Independence Day?

☒ Yes☐ No

How many hours for Independence Day occupant protection?

64

What is the total budget for Independence Day occupant protection?

\$5,504.00

Is your agency participating in Impaired Driving for Independence Day?

☐ Yes☒ No**Labor Day**

Is your agency participating in Occupant Protection for Labor Day?

☒ Yes☐ No

How many hours for Labor Day occupant protection?

64

What is the total budget for Labor Day occupant protection?

\$5,504.00

Is your agency participating in Impaired Driving for Labor Day?

☐ Yes☒ No**Mandatory Campaign Total Budget**

Add the budget totals from all Mandatory Campaigns together. Include totals for both impaired driving and occupant protection. Use the Excel sheet to verify amount.

\$33,024.00

When you're finished answering the questions on this page, click **Mark as Complete**. An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click **Save** or **Save & Continue** to fill out the missing information at a later time.

2024 BSPE Local Agency Enforcement Proposal (Part 3)

Optional Enforcement Campaigns

These campaigns are entirely optional. An agency can participate in zero, one, two, three, four or all of them if they so choose.

Like the mandatory campaigns, the applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for the Halloween, Super Bowl campaigns. Distracted driving, Speed and Child Passenger Safety only have one campaign focus, but all campaigns will have a primary message and enforcement emphasis (as seen above). Although the focus of the campaign may be occupant protection, impaired driving, child passenger safety, speed, or distracted driving, your agency can still issue other citations for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to Impaired Driving arrests and occupant restraint citations.

Instructions:

Applicants will be entering all of their participation information on these forms. There are necessary calculations to determine dollar amounts and totals. We ask that you complete the previously offered excel sheet concurrently with the remaining proposal documents. This will ensure the totals are correct and that all items match. Revisit the "2024 BSPE Local Enforcement Agency Calculation Guidance" form if you currently are not using this excel sheet.

There are differences from the Mandatory Campaigns as some of these campaigns do not address impaired driving or occupant protection. The previously mentioned excel sheet shows this visually.

The same overtime rate of pay must be used for all calculations.

Your agency is not required to complete any of these campaigns. There is conditional formatting built into the application process that if you click "NO" you are not participating you will not have to answer how many hours and the budget.

To calculate your budget for the individual campaign, take the average hourly rate x the number of hours you put in.

Example: Agency's overtime rate of pay is \$50 and is participating in both OP and ID for Halloween. They have planned 10 hours for OP and 20 hours of ID.

- Overtime rate of pay = \$50
- Halloween OP Total = \$50 x 10 = \$500
- Halloween ID Total = \$50 x 20 = \$1,000
- Total Halloween Budget at \$1,500.

Optional Campaign Schedule

FFY 2024 Enforcement Campaign Dates					
Campaign	Paid Advertising Campaign	Kickoff News Release Dates	Enforcement	Post Enforcement News Release	Grant Data Collection Form Due
Halloween	No	October 11-13, 2023	October 14 - November 1, 2023	November 2-4, 2023	November 15, 2023
Super Bowl	No	February 5-8, 2024	February 9 -12, 2024	February 13-15, 2024	February 26, 2024
Distracted Driving	Yes	March 25-28, 2024	April 1-30, 2024	May 1-4, 2024	May 14, 2024
Speed Awareness	Yes	July 5-8, 2024	July 9-31, 2024	August 1-3, 2024	August 15, 2024
Child Passenger Safety	No	September 16-19, 2024	September 20-30, 2024	October 1-3, 2024	October 14, 2024

Overtime Rate of Pay

When calculating the total budget, use the same Overtime Rate of Pay as the Mandatory Campaign form.

Child Passenger Safety

Is your agency participating in Child Passenger Safety (Occupant Protection)?

- ☐ Yes
☒ No

Halloween

Is your agency participating in Halloween?

- ☒ Yes
☐ No

Is your agency participating in Occupant Protection for Halloween?

- ☒ Yes
☐ No

How many hours for Halloween occupant protection?

24

What is the total budget for Halloween occupant protection?

\$2,064.00

Is your agency participating in Impaired Driving for Halloween?

- ☐ Yes
☒ No

Super Bowl

Is your agency participating in the Super Bowl?

- ☒ Yes
☐ No

Is your agency participating in Occupant Protection for the Super Bowl?

- ☒ Yes
☐ No

How many hours for Super Bowl occupant protection?

16

What is the total budget for Super Bowl occupant protection?

\$1,376.00

Is your agency participating in Impaired Driving for the Super Bowl?

- ☐ Yes
☒ No

Distracted Driving

Is your agency participating in Distracted Driving?

- ☒ Yes
☐ No

How many hours for Distracted Driving?

32

What is the total budget for Distracted Driving?

\$2,752.00

Speed Awareness

Is your agency participating in Speed Awareness?

☐ Yes

☒ No

Optional Project Budget Total

Add the budget totals from ALL Optional Campaigns above. Use the Excel sheet to verify amount.

\$6,192.00

When you're finished answering the questions on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click Save or Save & Continue to fill out the missing information at a later time.

2024 BSPE Local Agency Enforcement Proposal (Part 4)

Additional Enforcement Campaigns

These campaigns are entirely optional. An agency can participate if they so choose.

Agencies can apply for funding to conduct additional enforcement along with the mandatory and optional campaigns. The focus, time, and date are completely up to the department based on their traffic enforcement needs but they cannot be used during the mandatory campaign dates. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

Agencies can apply for funds as one lump sum under this section without defining a specific enforcement type. These additional enforcement funds will be used when the agency decides it is most necessary, if it is outside of the mandatory campaign dates. Funds can be used as needed throughout the grant year.

- **Additional Traffic Safety Enforcement Efforts** can be scheduled anytime, day or night outside the mandatory campaign dates.
- **Additional Traffic Safety Enforcement funds** cannot exceed one hundred (100) percent of the requested mandatory and optional enforcement funds.
- Agencies shall submit only one citation reporting form and one reimbursement claim for the entire month when additional enforcement was worked. The BSPE citation reporting form shall be submitted within two weeks from the end of the month when work was completed. The reimbursement claim shall be submitted within 45 days from the end of the month when work was completed.
- See the Desired Outputs section for citation/traffic stop expectations within the Notice of Funding Opportunity.
- **Note:** Agencies are allowed to conduct additional enforcement within optional campaigns timeframes if the agency has available additional enforcement funding.

BUDGET REMINDERS:

The budget for Additional Enforcement Campaigns is similar to the Mandatory and Optional Campaigns but here you will only be creating one lump sum.

Use the same overtime rate of pay from the Mandatory and Optional Campaigns.

To calculate your budget for Additional Enforcement, take the average hourly rate x the number of hours you are requesting.

Example: Agency's overtime rate of pay is \$50 and is requesting 100 hours.

- Overtime rate of pay = \$50
- Hours Requested Total = 100
- Additional Enforcement Budget Total = \$50 x 100 = \$5,000

Additional Enforcement Campaign Schedule

FFY 2024 Enforcement Campaign Dates					
Campaign	Paid Advertising Campaign	Kickoff News Release Dates	Enforcement	Post Enforcement News Release	Grant Data Collection Form Due

Additional Enforcement (Optional)	No	1-4 days prior to enforcement detail	Anytime outside of Mandatory Campaigns	1-3 days following enforcement detail	Within 2 weeks after end of month in which patrols occurred
--------------------------------------	----	---	--	--	--

Overtime Rate of Pay

When calculating the total budget, use the same overtime rate of pay as the Mandatory Campaign form.

Additional Enforcement

Your total Additional Enforcement cannot exceed 100% of your total budget for all campaigns.

Please use the excel sheet to verify allowable dollar amount.

Is your agency participating in Additional Enforcement?

☒ Yes

☐ No

How many hours for Additional Enforcement?

350

What is the total budget for Additional Enforcement?

\$30,100.00

When you're finished answering the questions on this page, click Mark as Complete. An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click Save or Save & Continue to fill out the missing information at a later time.

2024 Local Agency Enforcement Programmatic Risk Assessment (PRA)

No Longer Required by Applicant

The content from the Programmatic Risk Assessment (PRA) has been added into the Internal Control Questionnaire (ICQ) that should have already been completed by your agency. Therefore, the previously completed PRA is no longer necessary. The ICQ and an Illinois Department of Transportation internal risk assessment will identify risk for your agency. If awarded and if risk is identified, it will be found in the specific conditions in the grant agreement.

Next Steps

When you're finished answering the questions on this page, click **Mark as Complete**. An application cannot be submitted until all pages are marked as complete.

Not finished with this page yet? Click **Save** or **Save & Continue** to fill out the missing information at a later time.

2024 BSPE Local Enforcement Agency Budget Guidance**How to Complete the Actual Budget Form****Budget Form Guidance**

The next document the applicant will be filling out is the Budget Form. This is the official budget form that will be included with the grant agreement if awarded.

Sustained Traffic Enforcement Program only allows for Personnel and Indirect Costs.

Below explains what information will be inputted into the budget form. We have explained each area and given example answers for all required areas.

Personnel

Name - Hireback Officers

Position - Hireback Officers

Salary Amount - Overtime rate of pay used in the excel spread sheet

Basis - Hourly

% of time - 1 or 100%

Length of time - Number of total hours - Total number of hours - see the excel spread sheet

Narrative - Put in average hourly overtime rate and number of total hours.

Indirect Costs

Name - Personnel

Base - Dollar amount of personnel costs - see excel sheet or what was put in personnel.

Rate* - Percent rate your agency is approved for - please note that it must be put in decimal format - 1 = 100%

Failure to follow these instructions will negatively impact your application and potential award.

VERIFY CALCULATIONS

Make sure all of the information from the proposal documents, the excel sheet, and the budget match.

It is imperative that the amounts are checked and verified. If amounts are incorrect, the application will be sent back to correct and may impact the funding of the application.

As an additional check the applicant will need to upload the completed excel sheet previously downloaded and filled out. This will only be used to help the grantor verify calculations.

In the area below you will click on the gray box and upload your file.

Also note that the "Award Requested" amount on the Project Information Form must match the budget total. If they do not, you will not be able to submit. You can go back at any time and update the "Award Requested" amount.

Excel Check Sheet Upload

Upload your completed Excel Check Sheet.

STEP Enforcement Calculation Check Sheet (1).xlsx

Understanding of Required Information

Acknowledgement

☒ I have reviewed the information provided on this page

Next Steps

When you're finished answering the questions on this page, click **Mark as Complete**. An application cannot be submitted until all pages are marked as complete. Not finished with this page yet? Click **Save** or **Save & Continue** to fill out the missing information at a later time.

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
1. Personnel (Salaries and Wages) (2 CFR 200.430)			
Hireback Officers	\$69,316.00	\$0.00	\$69,316.00
Subtotal	\$69,316.00	\$0.00	\$69,316.00
Total Proposed Cost	\$69,316.00	\$0.00	\$69,316.00

Revenue Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
Grant Funding			
Award Requested	\$69,316.00		\$69,316.00
Subtotal	\$69,316.00		\$69,316.00
Non-Grant Funding			
Cash Match		\$0.00	\$0.00
In-Kind Match		\$0.00	\$0.00
Other Funding and Contributions		\$0.00	\$0.00
Subtotal		\$0.00	\$0.00
Total Proposed Revenue	\$69,316.00	\$0.00	\$69,316.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

1. Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Personnel cannot exceed 100% of their time on all active projects.

Hireback Officers

Hireback hourly rate is \$86.00 we plan to use 806 hours

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

June 26, 2023

Issue Statement

Request for Village Council action: Ordinance Amending Sections 6-4-4 and 6-5-10 of Chapter 5 of Title 6 of the Municipal Code of the Village of Forest Park (Designated Parking Permit Lots and Parking Permit Fee Update)

Background

The above referenced ordinance provides for two amendments to the Village's code as they pertain to public parking lots that require permits as well as the associated fees for same.

First, Village Staff (Police/Admin) is recommending that similar to the code update that took place in January of 2023 (Parking Lot 6), that Day, Night and 24-hour Parking Lot Permits be available for purchase for Parking Lots 16 and 23. Currently, Day Permits are not available for both lots and Lot 23 is not available for 24-hour parking.

With this change, all Village-owned parking lots (that require permits) will be able to accept all three types of permits, with the exceptions being the Community Center lot and the parking lot adjacent to the Roos Recreation Center (night only). As stated in January, should the Village see a shift in parking needs or trends at certain lots or areas of town, staff will recommend further updates.

Secondly, it was brought to the Village's attention that the rate structure for senior parking permits did not follow the rate structure for non-senior parking permits. In summary, the cost of a 24-hour permit should be cheaper than the cost of purchasing both a day and night parking permit. This was the case for non-senior parking permits, but not senior parking permits. In efforts to provide for a rate structure where a senior 24-hour parking permit is cheaper than the purchase of a senior day and night parking permit, the following rate adjustments are being presented for the Council's consideration:

	Non-Senior Monthly Fee		Non-Senior Quarterly Fee	
Day	\$35		\$100	
Night	\$40		\$115	
24-Hour	\$65		\$185	
	Senior Monthly Fee		Senior Quarterly Fee	
Day	\$15	\$20	\$40	\$50
Night	\$30		\$85	
24-Hour	\$50	\$45	\$145	\$125

Attachments

- Village of Forest Park Parking Lot Map
- Village Code Update Ordinance

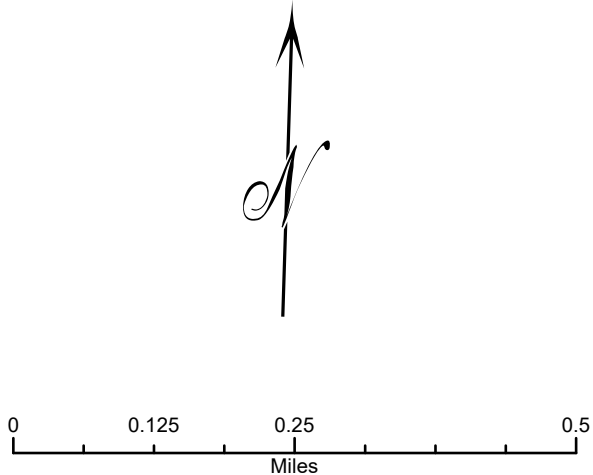
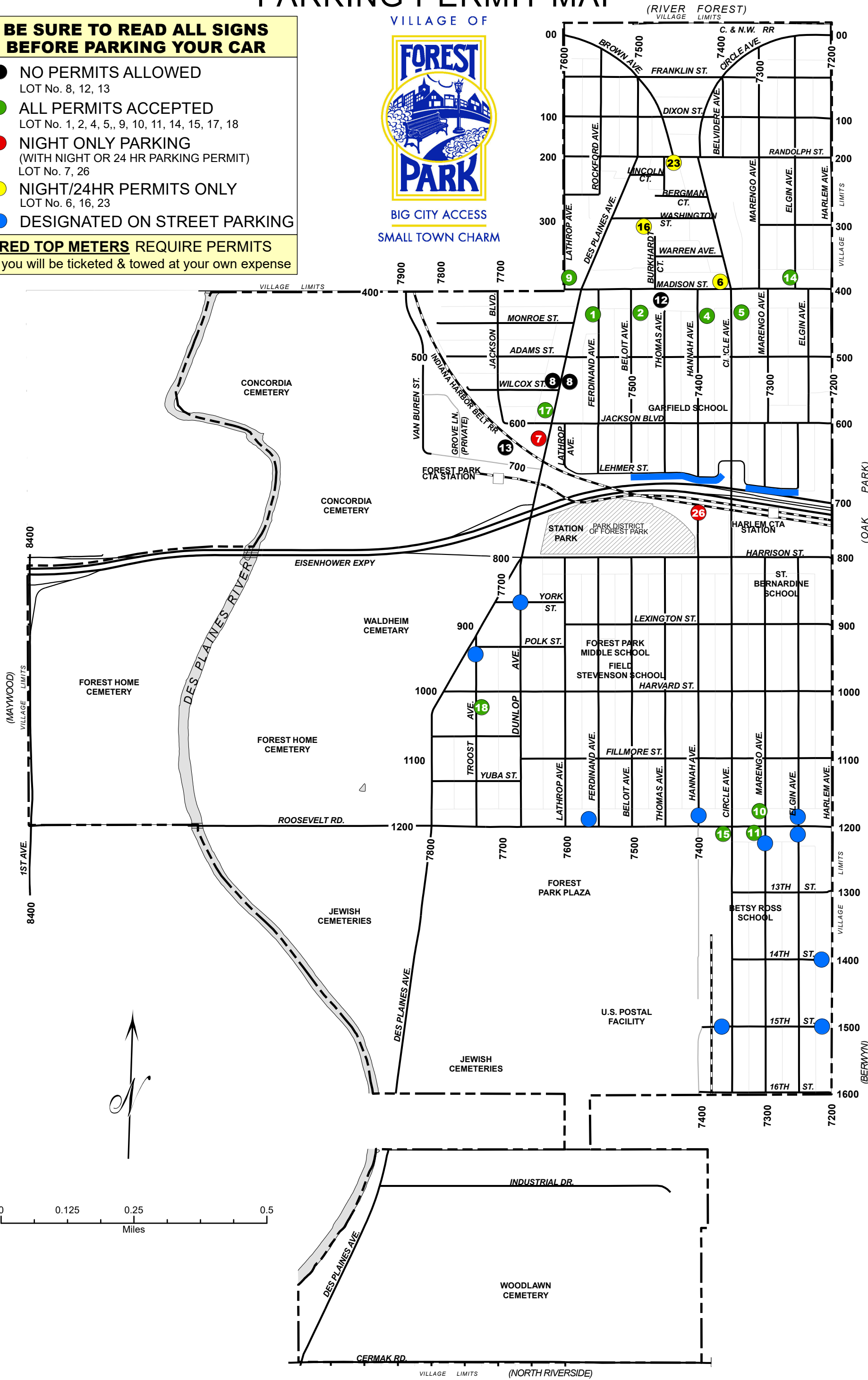
VILLAGE OF FOREST PARK

PARKING PERMIT MAP

BE SURE TO READ ALL SIGNS BEFORE PARKING YOUR CAR

- NO PERMITS ALLOWED
LOT No. 8, 12, 13
- ALL PERMITS ACCEPTED
LOT No. 1, 2, 4, 5,, 9, 10, 11, 14, 15, 17, 18
- NIGHT ONLY PARKING
(WITH NIGHT OR 24 HR PARKING PERMIT)
LOT No. 7, 26
- NIGHT/24HR PERMITS ONLY
LOT No. 6, 16, 23
- DESIGNATED ON STREET PARKING

RED TOP METERS REQUIRE PERMITS
Or you will be ticketed & towed at your own expense



ORDINANCE NO. O-_____-23

**AN ORDINANCE AMENDING SECTIONS 6-4-4 AND 6-5-10
OF CHAPTER 5 OF TITLE 6 OF THE
MUNICIPAL CODE OF THE VILLAGE OF FOREST PARK**

BE IT ORDAINED by the Council of the Village of Forest Park, Cook County, Illinois,
as follows:

Section 1. That a portion of Section 6-4-4, entitled “PARKING PERMITS,” of Chapter 4, entitled “STOPPING, STANDING AND PARKING,” of Title 6, entitled “MOTOR VEHICLES AND TRAFFIC of the Code of the Village of Forest Park (“Code”) is hereby amended as follows:

6-4-4: PARKING PERMITS:

Non-metered parking will be allowed in all Municipal parking lots and on certain designated streets as provided herein for vehicles eight thousand (8,000) pounds or less at certain times and under the conditions stated herein, provided a permit for such parking is obtained from the Village Clerk's Office, as set forth below:

A. Fees:

1. Day parking permits are available and shall only be issued to documented employees of businesses operating within the village and are to be purchased at the Village Clerk's Office for the sum of thirty-five dollars (\$35.00) per month or one hundred dollars (\$100.00) per quarter, except for senior citizens (age 65 or older) the permit fees shall be ~~fifteen dollars (\$15.00)~~ twenty dollars (\$20.00) per month or ~~forty dollars (\$40.00)~~ fifty dollars (\$50.00) per quarter.
2. Night parking permits are to be purchased at the Village Clerk's Office for the sum of forty dollars (\$40.00) per month or one hundred fifteen dollars (\$115.00) per quarter, except for senior citizens (age 65 or older) the permit fees shall be thirty dollars (\$30.00) per month or eighty five dollars (\$85.00) per quarter.
3. A combination day and night permit, commonly referred to as a 24-hour parking permit, is to be purchased at the Village Clerk's Office for the sum of sixty-five dollars (\$65.00) per month or one hundred eighty-five dollars (\$185.00) per quarter, except for senior citizens (age 65 or older) the permit fees shall be ~~fifty dollars (\$50.00)~~ forty-five dollars (\$45.00) per month or ~~one hundred forty-five dollars (\$145.00)~~ one hundred twenty-five dollars (\$125.00) per quarter.

~~B. Display Of Permits: Parking permits are to be displayed in the lower right hand corner of the rear window of the automobile.~~

~~—C~~ **B.** Restrictions:

1. Parking will be permitted in any Municipal parking lot which space has been designated and marked "PERMIT PARKING ONLY" for those vehicles displaying a valid parking permit, only between those hours for that particular permit, as specified in section [6-5-10](#) of this title.
2. The sale of night parking permits and 24-hour parking permits shall be restricted to residents only with valid proof of residency required at time of purchase.

Section 2. That a portion of Section 6-5-10, entitled “PERMIT PARKING LOTS,” of Chapter 5, entitled “TRAFFIC SCHEDULES,” of Title 6, entitled “MOTOR VEHICLES AND TRAFFIC of the Code of the Village of Forest Park (“Code”) is hereby amended as follows:

6-5-10: PERMIT PARKING LOTS:

The designated permit parking hours for Municipal lots and for certain designated Village streets shall be as follows:

Lot	Day	Night	Combination
16	None <u>9 A.M. to 8 P.M.</u>	8 P.M. to 9 A.M.	24 hours
23	None <u>7 A.M. to 7 P.M.</u>	7 P.M. to 7 A.M.	None <u>24 hours</u>

Section 2. The corporate authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and can be changed to “Section,” “Article,” Chapter” or some other appropriate word or phrase to accomplish codification, and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

Section 3. All parts of the Village Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and said Village Code and all other existing ordinances shall otherwise remain in full force and effect.

Section 4. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or

ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The corporate authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

Section 5. This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

February 27, 2023 – Updated on June 26, 2023

Issue Statement

Request for Village Council action: Approval of various contracts related to the installation of a Dual-Port EV Charging Station in the Village's Constitution Court Parking Lot

Background

The Village received a \$7,500 project partnership award from the Metro Mayors Caucus and ComEd last year to install two (2) EV charging stations within the Village's Constitution Court public parking lot. The plan at the beginning was to install two (2) charging stations with two (2) plugs each, on either side of the light pole noted in the photo below. At said location, there was an EV charging plug that was not functional, as the company that the Village previously gave a license to – to allow for the placement of said charging station, is now out of business (note: this charging station has been removed and has been recycled).



The Village also applied for an Invest in Cook grant in 2022 for this same project. The intent was to apply for a number of grants in efforts to lessen the Village's out of pocket costs. The Village was not successful in being awarded said Invest in Cook grant in 2022; other grant programs that the Village also became aware of for EV charging opportunities could not be pursued since our Village exceeded the State's income guidelines.

With the above said, staff previously indicated to the Village Council that prior to the acceptance of any grant and execution of any EV project, staff would present final costs along with a payment breakdown of same regarding a potential EV project. This is being presented this evening as the awarded project partnership monies now have an October 1, 2023 deadline. Further, staff is proposing to shift the project's scope.

- Should EV charging stations be installed in the original location (above photo), power would need to be brought to the site from the utility boxes located at the south end of the parking lot. A new electric

service (200 amp minimum) needs to be established. The cost of accomplishing same would have amounted to over \$15,000+.

- 100 amps of power is available via the eastern most utility box located in the photo below. This power source can power a Level 2 EV charging station with one or two plugs. Should an EV station base (with power) be installed a few feet away from this box (in the brick portion of the sidewalk), the cost of the electric work will amount to \$5,000 – if an EV station base (with power) is installed in between the southern two parking spaces on the east side of Constitution Court, the cost to accomplish same amounts to \$7,700.
- Staff has obtained pricing to lease a dual-plug EV station; the cost of same is \$12,000 over a period of five (5) years.
- The lease option provides less liability for the Village should the unit become damaged and gives the Village the flexibility to change out the station in five years should there be significant technology changes as compared to what is available today. ComEd/MMC is OK with the Village pursuing a lease option vs. purchasing the unit outright.
- The two parking spots will be painted to note that they are designated for EV parking only.

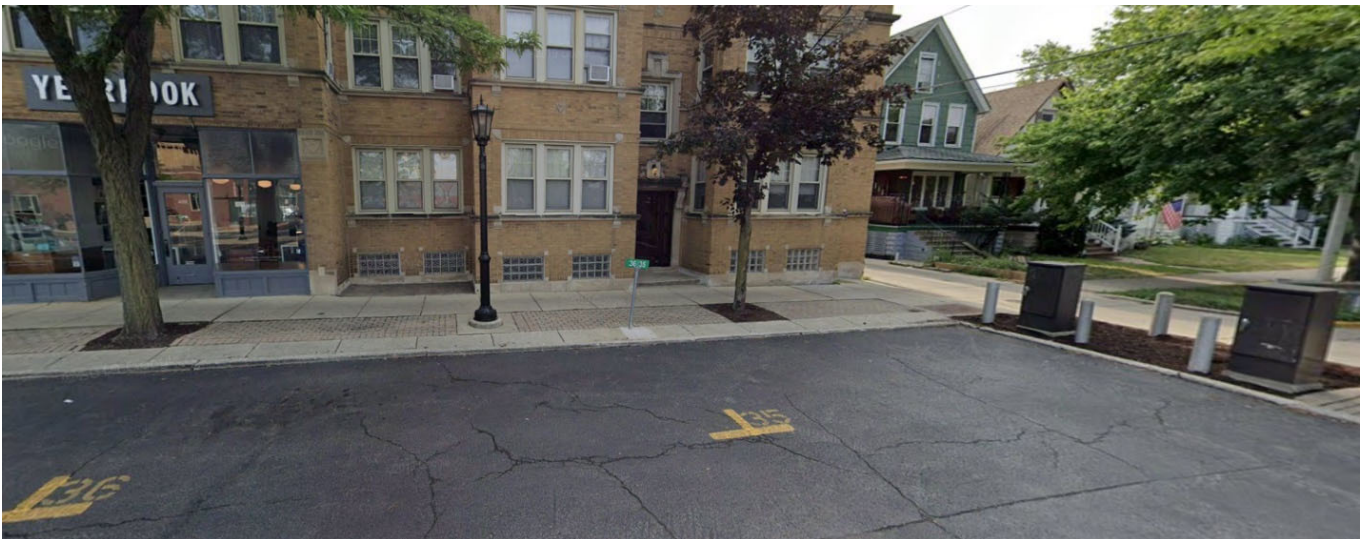
Cost Breakdown

Electrical: \$7,700

Charging Station Lease (5 Years): \$12,000

Sidewalk Restoration: \$4,965

- Two Plug Station (Station Located Between Two Parking Stalls): $\$7,700 + \$12,000 + \$4,965 = \$24,665$.
\$7,500 Project Partnership Monies / \$17,165 Village Monies (ARPA)



On a side note, the Invest in Cook grant program did not offer EV charging station assistance in its call for projects for 2023. Staff did offer this site, along with other sites in the Village, for the County to consider possible EV station installations following their recent call for public charging sites (see link below). It should be very soon (June or July) before the County announces their plans for same. However, it is likely that such sites will require that the EV charging station space be accessible on a 24-hour basis (this fact was not known at time of submittal). The Constitution Court Parking Lot does not allow overnight parking, so should the Village be granted a project award for this space, said project may have to shift to another Village owned lot that allows overnight parking. Should the Council decide to not move forward with this project, staff will advise ComEd/MMC of same.

https://www.cookcountyil.gov/EVcharging?utm_medium=email&utm_source=govdelivery

**AN ORDINANCE WAIVING BID AND AUTHORIZING THE ACCEPTANCE
OF A FIVE (5) YEAR LEASE CONTRACT WITH CHARGEPOINT, INC.
FOR THE LEASING, INSTALLATION AND WARRANTY OF A
DUAL PLUG EV CHARGING STATION WITHIN THE VILLAGE OF FOREST PARK**

WHEREAS, pursuant to Section 1-8A-7 of the Village Code of the Village of Forest Park, the corporate authorities of the Village of Forest Park (the “Village”) may, by four-fifths vote of all Council members then holding office, waive the competitive bidding requirements of Section 1-8A-7 of the Village Code; and

WHEREAS, the Village has solicited and received from ChargePoint, Inc. a proposal for the leasing, installation and warranty of a dual plug EV charging station at 410 Thomas Street; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive the requirement of Section 1-8A-7 of the Village Code to waive the competitive bidding requirements, and to accept the proposal from ChargePoint, Inc. regarding the leasing, installation and warranty of a dual plug EV charging station, in the total amount of Twelve Thousand and 00/100 Dollars (\$12,000.00), payable annually in the amount of Two Thousand Four Hundred and 00/100 Dollars (\$2,400.00).

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Village Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The foregoing recital clauses to this Ordinance are adopted by the corporate authorities as their findings of fact and are incorporated herein by specific reference.

Section 2. The corporate authorities of the Village hereby waive the requirement of Section 1-8A-7 of the Village Code, and hereby accept the proposal from ChargePoint, Inc., a copy of which are attached hereto as Exhibit “A” (the “Proposal”).

Section 2. The Village Administrator is hereby authorized and directed to execute the Proposal on behalf of the Village of Forest Park.

Section 3. This Ordinance shall be in full force and effect upon its adoption as provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT “A”

**PROPOSAL
CHARGEPOINT, INC.**

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Jake Lueck
E-Mail: jake.lueck@chargepoint.com
Telephone:

Quote Number: Q-323650-1
Date: 6/12/2023
Expires On: 7/12/2023

Primary Contact: Moses Amidei

Bill To Address

Village of Forest Park
517 Des Plaines Ave
Forest Park Illinois 60130
United States

Ship To Address

Village of Forest Park
517 Des Plaines Ave
Forest Park Illinois 60130
United States

ChargePoint as a Service

ChargePoint as a Service™ (CPaaS) is the easiest way to provide electric vehicle (EV) charging solutions without having to purchase and maintain everything yourself. You get the site ready, and for an annual subscription fee ChargePoint takes care of the installation, monitoring and maintenance to provide maximum uptime with minimum effort.

Product Name	Product Description	Term (Years)	Quantity	Lifetime Amount
CPAAS-CT4000-DUAL-5	5-year ChargePoint as a Service™ subscription for Dual CT4000. Includes hardware and installation, cloud software, activation, ongoing proactive monitoring, maintenance, and reporting.	5	1	USD 12,000.00
				USD 12,000.00

Hardware Products Shipped with Subscription

Product Name	Product Description	Qty
CT4021-GW1	Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	1
	Total	1

Annual Billing Summary

Term	Annual Billing
Year 1	USD 2,400.00
Year 2	USD 2,400.00
Year 3	USD 2,400.00
Year 4	USD 2,400.00
Year 5	USD 2,400.00
Grand Total	USD 12,000.00

Quote Acceptance

- + Invoices are Net 30 from invoice date.
- + All pricing is confidential between Customer and ChargePoint.
- + Customer invoicing starts on the Subscription Commencement Date, which is 90 days from time of shipment.
- + Renewals are automatic and annual, unless cancelled 60 days prior to the expiration of a Subscription Term.
- + Sales tax in applicable states will be applied to this quote at time of invoicing.
- + Credit checks are required for new customers.
- + Pricing does not include any electrical make ready work that is required for the installation.
- + Additional terms and conditions for this transaction can be found at <http://www.chargepoint.com/legal/cpaas>
- + Customer confirms that the shipping and billing information providing in this Quotation is accurate for ChargePoint's shipping and invoicing purposes.
- + Customer confirms that it has the power and authority to permit ChargePoint to install the Charging Stations at the Designated Parking Spaces.

By signing this quote I hereby acknowledge that I have the authority to enter into this transaction on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :



254 E. Hacienda Avenue
Campbell, CA 95008 USA

Customer Credit Form		* denotes required field
*Contact person name	*Title	Phone
*Full Company Name	*Tax I.D. Number	Fax
*Trade Style: (dba)		
*Bill to Address		
*Federal Tax Classification: Corp., Partnership, LLC	*DUNS Number	
Type of Business	No. of Years in Business	
*If Division/Subsidiary, Name of Parent Company	No. of Years in Business	
*If Parent, Parent Address	Parent Phone	
*Is Purchase Order Required? YES OR NO	FED EX or UPS Account Number	

Accounts Payable Contact

A/P Contact Name	*A/P Email
*A/P Phone	A/P Fax

Sales Tax Requirement

***Must check one of the below boxes. Failure to comply may result in delay of order shipment.**

- ☐ **Yes.** Tax exemption certificate is required. Must attach a valid tax reseller certificate for single ship to location or multi-jurisdiction with this form. Otherwise, shipment will be taxable per applicable rate.
- ☐ **No.** Shipment will be taxable per applicable rate.

*State and County where product(s) will be shipped
--

Signature: This credit application requires a signature from a Financial officer or Authorized Proxy.

By signing this application for credit, you certify that the information provided in this application is true and correct, you are authorized to sign this application on behalf of the applicant and agree to be bound by the terms and conditions as set forth in the order, unless otherwise noted and agreed to in writing.

Also, by signing this document, you authorize the release of detailed account information from the Bank and Credit References listed above for purpose of this credit review.

*Signature	*Date
*Print Name	*Title

QUOTE

May 29, 2023

Mr. Moses Amidei
Village of Forest Park
517 Des Plaines Ave
Forest Park, IL 60130
708-615-6201
mamidei@forestpark.net



CT4000 (Dual Plug Station J1772 Level 2 with Credit Card Capability) 5 year contract
With Self-Retracting Cord Management, Video Capability and 5 Year Parts and Labor Warranty
Reference: 5 Year Service Contract

Model Number	Description	QTY	Price Per Year	Total Price
ChargePoint CT-4000 Gateway 5 Year Subscription	Dual Plug Station - with Locking Holster and Card Reader	1	Yearly Cost \$2,400 \$2,400	5 Year Subscription \$12,000 \$12,000
5 Year Commercial Cloud Plan	Reference Page 2 of Quote for Explanation	2	Per Plug \$0	Included
CT4000-PMGMT	CT4000 Power Management Kit	1	\$0	Included
Site Validation	Reference Page 2 of Quote for Explanation	1	\$0	Included
5 Year Assure	Reference Page 2 of Quote for Explanation	1	\$0	Included
Kit CT4001-CM	Bollard Concrete Mounting Kit	1	\$0	Included
FINAL Installation	ChargePoint completes installation station activation of a made ready site	1	\$0	Included
Shipping	Shipping	1	\$0	Included
Amount Due	Cost before make ready installation		\$2,400	\$12,000.00



Signature

Date**Ship to:**



ChargePoint Service Contract Includes

Site Validation, Assure parts and Labor Warranty , Commercial Cloud Plan, 24-7-365 Customer Service for Drivers via 800 number, Station upgrade if available Reporting, Software Updates, Station Manager Account Access, Data Collection and Credit Card Capability

Site Validation:

On-Site Validation of cellular coverage, electrical capacity, transformers, panels, breakers, wiring and station installation meets all ChargePoint published requirements.

Subscription Periods - Annual Price per dual port station

1 year \$2,880

3 years \$2,640 per year

5 years \$2,400 per year

**** Other Standard Terms and Conditions**

20% restocking fee for any product returned to ChargePoint

Contract Terms and Conditions supplied by ChargePoint.

Prices are confidential and expire: June 28, 2023

Bob Spatz - 518-505-0508-bobs@carboday.com - 163 S. Wheeling Rd. - Wheeling - IL 60090

Visit Our Website: <https://carbodayevcharging.com/>

**AN ORDINANCE WAIVING BID AND AUTHORIZING THE ACCEPTANCE
OF A PROPOSAL FROM LYONS & PINNER ELECTRIC COMPANIES
FOR THE ELECTRICAL SERVICE REQUIRED FOR THE
INSTALLATION OF ONE (1) EV CHARGING STATION
WITHIN THE VILLAGE OF FOREST PARK**

WHEREAS, pursuant to Section 1-8A-7 of the Village Code of the Village of Forest Park, the corporate authorities of the Village of Forest Park (the “Village”) may, by four-fifths vote of all Council members then holding office, waive the competitive bidding requirements of Section 1-8A-7 of the Village Code; and

WHEREAS, the Village has solicited and received from Lyons & Pinner Electric Companies a proposal for the electrical service required for the installation of one (1) EV charging station for the cost of Location No. 1, within the Village; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive the requirement of Section 1-8A-7 of the Village Code to waive the competitive bidding requirements, and to accept the proposal from Lyons & Pinner Electric Companies regarding the electrical service required for the installation of one (1) EV charging station, in the total amount of Seven Thousand Seven Hundred and 00/100 Dollars (\$7,700.00).

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Village Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The foregoing recital clauses to this Ordinance are adopted by the corporate authorities as their findings of fact and are incorporated herein by specific reference.

Section 2. The corporate authorities of the Village hereby waive the requirement of Section 1-8A-7 of the Village Code, and hereby accept the proposal for Location No. 1 only from Lyons & Pinner Electric Companies, a copy of which are attached hereto as Exhibit “A” (the

“Proposal”), subject to execution by Lyons & Pinner Electric Companies and receipt by the Village of the Proposal Amendment attached hereto as Exhibit “B” to this Ordinance (“Proposal Amendment”).

Section 2. The Village Administrator is hereby authorized and directed to execute the Proposal on behalf of the Village of Forest Park, subject to and conditioned upon receipt of the executed Proposal Amendment by Lyons & Pinner Electric Companies

Section 3. This Ordinance shall be in full force and effect upon its adoption as provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 26th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

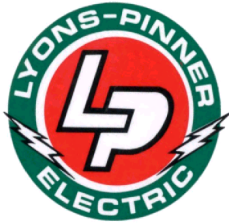
Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT “A”

**PROPOSAL
LYONS & PINNER ELECTRIC COMPANIES**



LYONS & PINNER ELECTRIC COMPANIES

650 East Elm Avenue, LaGrange, Illinois 60525

Phone: (708) 588-6841 Fax: (708) 588-6845

February 1, 2023

1/2

Village of Forest Pk.
517 Des Plaines Ave.
Forest Pk. IL 60130

Re: EV Charging Stations 410 Thomas St.

Lyons Pinner Electric proposes to supply electric infrastructure for two EV charging stations at locations emailed to us on a marked up photo.

LOCATION 1

Scope of work to include:

- Remove and dispose of concrete along back of curb line.
- Trench and backfill from new charger location to existing electrical handhole.
- Trench will be filled to grade level.
- Core drill handhole and install conduit.
- Frame and pour a 2'x2'x2' concrete pad with ground rod.
- Supply and install new cable from existing light control box to new EV station.
- Supply and install a new 60 Amp circuit breaker in control box.
- Wire and test at control box. All wiring at EV station to be done by others.

Total Cost Location 1 : \$7,700

LOCATION 2

Scope of work to include:

- Remove and dispose of concrete along back of curb line.
- Trench and backfill from new charger location to existing electrical handhole.
- Trench will be filled to grade level.
- Core drill handhole and install conduit.
- Frame and pour a 2'x2'x2' concrete pad with ground rod.
- Supply and install new cable from existing light control box to new EV station.
- Supply and install a new 60 Amp circuit breaker in control box.
- Wire and test at control box. All wiring at EV station to be done by others.

Total Cost Location 2 : \$5,000.00

Proposal con't

Excluded:

- Permit fees
- Concrete/brick replacement to be done by others
- Delays due to unknown conditions
- Any work not listed in scope
- Final layout

If you have any questions, please feel free to contact me at 708-417-2529.
Please sign to authorize work listed above.

By: _____

Yours Truly
Wally Kleinfeldt
Maintenance Manager

EXHIBIT “B”

**PROPOSAL AMENDMENT
LYONS & PINNER ELECTRIC COMPANIES**

PROPOSAL AMENDMENT

This Amendment is attached hereto and made a part of that certain Proposal, dated _____, 2023, by and between LYONS & PINNER ELECTRIC COMPANIES (“LP”), and the VILLAGE OF FOREST PARK (“Village”).

1. **Indemnification.** LP shall defend, indemnify, keep and save harmless, the VILLAGE and the VILLAGE’s officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including reasonable attorneys’ fees, which are solely the result of a negligent act or willful act or omission of LP or any of its employees or agents arising out of or resulting from the performance of services under this Agreement (an “Indemnifying Act”). If any settlement has been entered into (with express written consent of LP) or if a final judgment shall be rendered by a court of competent jurisdiction against the VILLAGE solely as the result of an Indemnifying Act, LP, after all appeals have been exhausted, shall, at its own expense, satisfy and discharge the same. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent that would render this provision void or unenforceable. In the event any such claim, lawsuit, or action is asserted, any such money due LP under and by virtue of the Agreement as shall be deemed necessary by the VILLAGE for the payment thereof may be retained by the VILLAGE for said purpose until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied. This indemnification shall be limited by the required minimum insurance coverages provided in this Agreement. Notwithstanding anything to the contrary in this Agreement, LP’s liability for environmental damages shall apply to the extent LP is grossly negligent or in the event of LP’s willful misconduct.

2. **Insurance.** LP shall obtain and thereafter keep in force statutorily required Worker's Compensation and Employer's Liability coverage, Commercial General Liability, \$1,000,000 per occurrence, \$3,000,000 aggregate, Commercial Automobile Liability, with the Village named as an additional insured, as applicable, and provide such Certificate of Insurance evidencing same upon execution of this Agreement. Each party shall agree to waive all rights of subrogation against the other, its officials, agents, employees and volunteers for losses caused from work performed by LP. No action or failure to act on the part of the VILLAGE shall constitute a waiver of any insurance requirement.

3. **Assumption and Limitation of Liability.** Subject to the terms and conditions of this Agreement and the limitations set forth herein, LP assumes liability for all injury to or death of any person or persons including employees of LP, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way caused out of any willful conduct or grossly negligent work performed by LP under this Agreement.

3.1 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.
NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT INJURY, LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR ANTICIPATED PROFITS, LOSS OF REVENUE, LOSS OF USE, DOWNTIME COSTS, OR BUSINESS INTERRUPTION) WHATSOEVER RELATED TO, ARISING OUT OF, OR IN CONNECTION WITH THE WORK OR THE AGREEMENT.

4. Statutory Requirements

4.1 Equal Employment Opportunity. In the event of LP's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, LP may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, LP agrees as follows:

4.1.1 That LP will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

4.1.2 That, if LP hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which LP may reasonably recruit; and LP will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

4.1.3 That, in all solicitations or advertisements for employees placed by LP or on LP's behalf, LP will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

4.1.4 That LP will send to each labor organization or representative of workers with which LP has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of LP's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with LP in LP's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, LP will promptly notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations under the Agreement.

4.1.5 That LP will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting VILLAGE, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

4.1.6 That LP will permit access to all relevant books, records, accounts and work sites by personnel of the VILLAGE and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.

4.1.7 That LP will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, LP will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the VILLAGE and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, LP will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

4.2 Prohibition of Segregated Facilities. LP will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. LP shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that LP will retain such certifications in its files.

4.3 Sexual Harassment Policy. LP has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

4.4 Certifications. LP shall submit to the VILLAGE the Certification attached hereto as Exhibit A signed by its president or other authorized officer before a notary public.

4.5 Record Retention. LP shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by LP shall be available for review and audit by the VILLAGE. LP shall cooperate with the VILLAGE (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by LP to maintain the books, records and supporting documents required by this section or the failure by LP to provide full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the VILLAGE for the recovery of any funds paid by the VILLAGE under this Agreement or for the recovery for any penalties or reasonable attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

4.6 Prevailing Wages. All wages paid by LP and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended. The Illinois Department of Labor publishes the prevailing wage rates on its website. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this Proposal and LP will not be allowed additional compensation on account of said revisions. LP shall review the wage rates applicable to the work of the Proposal at regular intervals in order to ensure the timely payment of current wage rates. No additional notice of a change in wage rates is required. LP shall be responsible to notify each subcontract of the wage rates set forth in this Proposal and any revisions thereto.

LP and each subcontractor shall make and keep, for a period of not less than five years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

As part of the documentation for each progress payment, LP and each subcontractor shall submit to the Village certified payroll and compliance filings with the Illinois Department of Labor.

5. Obligations Survive. The indemnification, confidentiality and record retention obligations or duties imposed upon LP under the Agreement shall survive any termination of the Agreement.

6. Independent Contractor. LP is an independent contractor and in providing its work under this Agreement shall not represent to any third party that its authority is greater than that granted to it under the terms of the Agreement.

7. Non-Assignment. This Agreement is exclusive between the VILLAGE and LP. This Agreement or any right or obligations hereunder may not be assigned by LP, in whole or in part, to another firm without first obtaining prior permission in writing from the VILLAGE, whose prior permission shall not be unreasonably withheld. The VILLAGE may refuse to accept any substitute contractor for any reason.

Executed by the parties above this _____ day of _____, 2023.

VILLAGE OF FOREST PARK

LYONS & PINNER ELECTRIC
COMPANIES

By: _____

By: _____

**AN ORDINANCE WAIVING BID AND AUTHORIZING THE
ACCEPTANCE OF A PROPOSAL FOR CONCRETE WORK FOR INSTALLATION
OF AN EV CHARGING STATION BY AND BETWEEN
ROBERT R. ANDREAS & SONS, INC. AND THE VILLAGE OF FOREST PARK**

WHEREAS, pursuant to Section 1-8A-7 of the Village Code of the Village of Forest Park, the corporate authorities of the Village of Forest Park (the “Village”) may, by four-fifths vote of all Council members then holding office, waive the competitive bidding requirements of Section 1-8A-7 of the Village Code; and

WHEREAS, the Village requires concrete work to facilitate the installation of an EV charging station; and

WHEREAS, Robert R. Andreas & Sons, Inc. (“Andreas”) proposes to provide such concrete work to the Village (“Concrete Work”); and

WHEREAS, the corporate authorities of the Village believe that Andreas is qualified to provide such cost effective Concrete Work to the Village; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive the requirement of Section 1-8A-7 of the Village Code to waive the competitive bidding requirements, and to accept the proposal from Andreas regarding the Concrete Work, to facilitate the installation of an EV charging station, in the total amount of Four Thousand Nine Hundred Sixty-Five and 00/100 Dollars (\$4,965.00).

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The foregoing recital clauses to this Ordinance are adopted by the corporate authorities as their findings of fact and are incorporated herein by specific reference.

Section 2. The corporate authorities of the Village hereby waive the requirement of Section 1-8A-7 of the Village Code, and hereby accept the proposal from Andreas, a copy of which is attached hereto as Exhibit A (the “Proposal”), subject to execution by Andreas and receipt by the Village of the certifications attached hereto as Exhibit B and made a part hereof.

Section 3. The Village Administrator is hereby authorized and directed to execute the Proposal on behalf of the Village.

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

Section 5. This Ordinance shall be in full force and effect upon its adoption.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 26th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTESTED:

Vanessa Moritz, Village Clerk

EXHIBIT A

**Robert R. Andreas & Sons, Inc.
Concrete Work Proposal**

June 1, 2023

Via email: ssella@forestpark.net

Sal Stella
Director of Public Works
Village of Forest Park
517 Des Plaines Avenue
Forest Park Illinois 60130
708.254.1924

CONTRACT

Job Description – Electric Pad

We will furnish all labor, material based on prevailing wages to install concrete sidewalk 28' x 2' and replace existing pavers of the electrical pad install with 5" concrete

Cost for this job \$4,965.00 plus permit fees

****PRICING IS BASED ON PREVAILING WAGES****

Note:

- The Village of Forest Park is responsible for any permits
- Owner agrees to let workers use outside water tap or electricity, if needed
- Full payment is due upon completion.

Thank you for this opportunity. If you would like us to perform this work, please return a signed copy of this contract to our office. Once received, we will contact you to schedule your project.

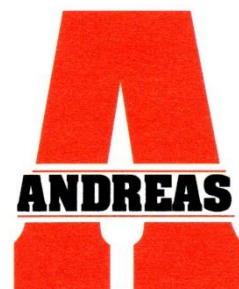
Sincerely,

Byron Andreas

Byron G. Andreas
President
Robert R. Andreas & Sons, Inc.

BGA/nk

*Contract for Village of Forest Park
Job Location: Roosevelt & Dunlop Island.
Page 1 of 2*



CONDITIONS OF CONTRACT

Unless specifically agreed in writing or set forth otherwise in the Robert R. Andreas & Sons, Inc. (herein after referred to as Andreas & Sons) proposal, the following shall control and govern Andreas & Sons performance of any work under this quote. These conditions will also be considered a part of any contract issued by Andreas & Sons.

1. Pricing is valid for up to 30 days from the date on the proposal or contract.
2. Any material price increase Andreas & Sons suppliers between the date of the proposal and the commencement date of the work is subject to an escalation clause. Owner hereby agrees to pay Andreas & Sons the material cost increase, including taxes, together with a ten percent (10%) markup on said increase. Andreas & Sons hereby agrees to provide the owner with documents verifying said increase, upon request.
3. Any alteration or deviation from the proposal/contract specifications stated in the quote involving extra costs will be executed only upon written change orders signed by both parties and will become an extra charge over and above the proposal/contract.
4. **Winter Service** is work done between November 1st and April 1st.
 - a. Proposal and contract pricing issued for **Winter Service** are subject to a manufacturer's additional winter service concrete charge of \$11 per yard of concrete.
 - b. During **Winter Service**, if calcium chloride is used to help the concrete set up, there is an additional charge of \$20 per yard of concrete.
5. We expect to tear out and remove approximately 4" – 5" of existing concrete. If more than 5" of concrete is removed, there will be additional charges as incurred
6. Any electrical lines, water lines, sewer lines, or any unforeseen object disturbed or broken while excavating concrete or dirt which requires repair will be at the homeowner's sole and exclusive expense.
7. Andreas & Sons cannot and expressly does not guarantee that water seepage to an existing structure will not occur once concrete is poured, nor is Andreas & Sons responsible if water seepage occurs.
8. Andreas & Sons is not responsible for landscaping damages due to construction work.
9. We put our signature concrete stamp on all our work. If you do not want our stamp in your concrete, please let us know when you sign your contract.
10. Andreas & Sons is not responsible for any cracks, flaking, shales, pop-outs, colorization issues and settlement. Purchaser understands that defects in material are the sole responsibility of the supplier and not in any way the responsibility of Andreas & Sons. Purchaser agrees not to hold Andreas & Sons responsible in any way for any cracks, flaking, shales, pop-outs, colorization issues and settlement and agrees to hold harmless and indemnify Andreas & Sons, for any and all costs and attorney's fees incurred by Andreas & Sons, defending against any action brought against Andreas & Sons, should Purchaser attempt to collect any costs or damages by making a complaint with any city, village or municipality, or file suit or complaint against any person or party including Andreas & Sons, as a result of any of these events, occurrences, or issues.
11. Andreas & Sons is not responsible for damage to the concrete once it is poured due to animals, tree branches, leaves, people, vehicles, or weather.
12. Andreas & Sons makes no express or implied warranties of any sort, including but not limited to any warranties of fitness for ordinary or particular purposes. The parties agree that the work is accepted "as is".
13. Andreas & Sons is not responsible for any delays, costs or damages caused by any strikes, accidents or delays that are out of our control.
14. Our workers are fully covered by Workmen's Compensation Insurance.
15. Any and all claims arising under this contract are subject to final and binding, mandatory arbitration with the American Arbitration Association (AAA) under their Commercial Arbitration, fast track rules, written submissions, no hearing, one arbitrator, fact decision, no reasoned decision. In the event arbitration becomes necessary, Andreas & Sons will be entitled to all costs and attorney's fees associated with bringing the arbitration to enforce this contract. The arbitrator has the sole authority to determine conscionability of this arbitration clause.
16. Andreas & Sons or its photographer will take photos/video of the contracted work before, during and after the work is completed with the sole purpose to use the photos/video in advertising & marketing materials, including but not limited to brochures, company website and social media. Andreas & Sons guarantees no names will be used, but may use the address, city and state when publishing.
17. Typographical and other errors. If there are any typographical or other errors contained in the final version of this document, then the real and intended meaning, not the mistaken indication will control. This goes for all errors, from contract price to date the work will be completed to any and all other mistakes that might occur.

In the event there is an error and the error is caught before any work has begun, Andreas & Sons shall immediately notify the buyer and the buyer shall have the right to cancel the agreement if buyer does not agree to pay the corrected price or agree to the revised schedule or to proceed under the terms of the corrected agreement.

In no event shall Andreas & Sons, Inc. ever be required to proceed under the terms of the agreement as written in error.

If Buyer ever attempts to challenge this portion of the agreement, Buyer agrees to hold Andreas & Sons harmless and indemnify them for all cost and reasonable attorney's fees incurred in defending against such challenge.

Accepted by (please print & sign name)

Date

Roosevelt & Dunlop Island
Forest Park Illinois
Contract – Page 2 of 2

EXHIBIT B

**Robert R. Andreas & Sons, Inc.
Certifications**

**ROBERT R. ANDREAS & SONS, INC.
CONTRACTOR CERTIFICATION FORM**

The assurances hereinafter made by ROBERT R. ANDREAS & SONS, INC. (hereinafter the “Contractor”) are each a material representation of fact upon which reliance is placed by the Village of Forest Park in entering into the contract with the Contractor. The Village of Forest Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) *(Title or Office)*
ROBERT R. ANDREAS & SONS, INC., and as such, hereby represent and warrant to the VILLAGE OF FOREST PARK, a municipal corporation, (hereinafter the “Village”) that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (b) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (c) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)e from an employee or otherwise receiving actual notice of such conviction;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

- (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2-8A-3 of the Municipal Code of the Village of Forest Park;
- (E) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2-8A-3 of the Municipal Code of the Village of Forest Park;
- (F) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.
- (H) the Contractor shall comply with any and all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130 *et seq.*

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: _____, 2023

Contractor: ROBERT R. ANDREAS & SONS, INC.

By: _____
_____, _____
(Name of Owner or Officer) (Title or Office)

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ known to me to be the _____
(Name of Owner or Officer) (Title or Office)
of ROBERT R. ANDREAS & SONS, INC., appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2023

Notary Public



KIWANIS CLUB OF FOREST PARK

Celebrating 100 Years of Service

1923 – 2023

P.O. Box 514
Forest Park, IL 60130

TO Village of Forest Park
FROM Kiwanis Club of Forest Park
REASON Permission for Peanut Days 2023

Dear Village of Forest Park Mayor and Commissioners:

Please know that the Kiwanis Club of Forest Park requests that we are able to conduct our "Peanut Days" fundraiser the days of **Thursday September 14th through Sunday, September 17, 2023**. Peanut Days is the annual time of the year that our organization stands on the corners in town and collects monies on behalf of the organization. This is the biggest fundraiser for our group and has been held annually for the past 20+ plus years here in town.

We would request our volunteers be allowed to collect during the hours of approximately 10:00 am through 7:00 pm and utilize the various corners in town, but concentration to be primarily at the following locations:

Circle Avenue and Randolph, Madison, Jackson, Harrison, Roosevelt

DesPlaines and Cermak, Roosevelt, Jackson and Madison

Madison Avenue and Constitution Court, Jackson

By various business that allow us to stand by the entrance or close there to (example Louie's Grill, Ed's Way Foods, Kirbi Coffee)

Know in 2022 the Village Counsel granted access to another group, the Knight of Columbus, from the Riverside/Brookfield area to gather funds the same days. Our Kiwanis Club noticed a drop in donations because of the competing organization collecting on corners throughout town the same days. **We ask that these days BE ONLY GRANTED TO THE LOCAL KIWANIS CLUB OF FOREST PARK and if future requests are sought by other organizations, that those requests are denied.**

Thank you for your consideration in this matter.

Sincerely,

Kristen Lyons – President 2022/2023

Kiwanis Club of Forest Park

VILLAGE OF FOREST PARK

'23 JUN 21 PM 1:48:47

TO Village of Forest Park
FROM HSFP (Historical Society of Forest Park)
REASON Permission for Banners and Raffle Permit – July 2023

Dear Village of Forest Park Mayor and Commissioners:

Please know that the HSFP request the following in connection with its annual Garden Walk that will occur on **SATURDAY, JULY 15, 2023** (rain day make up day to be Sunday July 16th if needed)

BANNER PLACEMENT - The HSFP requests that banners, to be provided to the Village, be displayed from the end of June 2023 until the event on July 15, 2023. We request the banners be placed at the following locations. Below are listed in order of preference for banner placement, if these locations are unavailable, we ask the Village place the banners wherever best.

Circle and Madison

Desplaines and Madison

Circle and Roosevelt

RAFFLE PERMIT – The HSFP also request the attached raffle permit be granted so at the event we are allowed to conduct a “basket raffle” to raise funds for our organization. If the permit is granted, a representative from our organizations can pick up the permit from Village Hall.

We thank you for your consideration and invite all of the you to attend or volunteer for this unique and fun event in our Village! Thank you for your consideration in this matter.

Sincerely,



Kristen Lyons

HSFP Board Member and 2023 Garden Walk Organizer



**RAFFLE LICENSE APPLICATION
IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

APPLICATION INFORMATION

Type of Organization: ☐ Business ☒ Charitable
☒ Educational ☐ Fraternal ☐ Labor
☒ Nonprofit ☐ Religious ☐ Veterans

Name of Organization: HSFP (Historical Society of Forest Park)

Address: PO Box 311 Forest Park IL 60130

Applicant's Name: K LYONS

Email Address: attorney.kristen.e@gmail.com

Phone: [REDACTED]

Length of time organization has been in existence: Since 1970's

Place and date of organization's charter, if applicable:

Place: _____ Date: _____

Items required (no later than 30 days prior to the start of all raffle sales):

- ☒ Application Fee - WAIVED
- Class A if aggregate prize value does not exceed \$500.00 - \$25.00
 - Class B if aggregate prize value is between \$500.00 and \$5,000.00 - \$25.00
 - Class C if aggregate prize value is between \$5,000.00 and \$50,000.00 - \$25.00
 - Class D if aggregate prize value is greater than \$50,000.00 - \$25.00
- ☐ Articles of Incorporation and/or Charter
- ☐ Organization's Raffle Rules
- ☐ Organization's IRS Letter of Determination (if applicable)
- ☐ Fidelity Bond

OFFICER INFORMATION

President/Chairperson's Name: Mark Boraght

Address: _____

Telephone: _____

Secretary's Name (if applicable): N/A

Address: _____

Telephone #: _____

Email: _____

Treasurer's Name: Uli Leib

Address: _____

Telephone: _____

Raffle Manager's Name: Kristen Lyons

Address: _____

Telephone: _____

RAFFLE INFORMATION

☒ Traditional

☒ 50/50

☐ Progressive

Ticket Sales:

Date(s) of Raffle Ticket Sales (must not exceed 365 days): July 15 only to

Area(s) where Raffle Tickets will be sold: Forest Park

Raffle Ticket Price: \$5 each or 5 for \$20

Maximum number of tickets to be sold: _____

Drawing(s):

Date(s) and time(s) of raffle drawing: July 15, 2023

Location of raffle drawing(s): McGaffey's, Forest Park IL

RAFFLE INFORMATION

For Progressive Raffles, state the day(s) of the week and when winning chances will be determined:

Sunday: APRIL

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday: _____

List of Prizes and Retail Cost(s):

Prize

Basket Raffles
3 to 10 total baskets

Retail Cost

\$ Value \$50 to
\$250
each

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Total: \$ _____

BOND INFORMATION

All operation of and the conduct of raffles shall be under the supervision of a single raffle manager designated by the organization. The raffle manager shall give a fidelity bond in the sum of the aggregate retail value of the prizes as set out on the application. The bond shall be in favor of the organization conditioned upon the raffle manager's honesty in the performance of his duties. Terms of the bond shall provide that notice shall be given in writing to the village not less than thirty (30) days prior to its cancellation. The village clerk or his/her designee(s), may waive this bond requirement by including a waiver provision in the license.

AFFIDAVIT

The undersigned hereby attest that all statements made herein are true and correct to the best of our knowledge. The undersigned further certify that they have read Chapter 3-16 of the Village of Forest Park Code, and that the organization which they represent is qualified and eligible to obtain a raffle license in the Village of Forest Park according to the requirements as set forth in 230 ILCS 15-0.01 et seq. (State of Illinois Raffles Act) and the Village of Forest Park Municipal Code Section 3-16, and further certify that we will abide by all rules and regulations as set forth by the State of Illinois and the Village of Forest Park. Our Audit information will be returned no later than 30 business days from the conclusion of the raffle.

The undersigned also understands and agrees that failure to comply with any of the requirements of the Raffle Ordinance constitutes a violation, and that whoever violates any section of the provisions of this article is guilty of a misdemeanor and may be punished as provided in Section 3-16-13 of the Village of Forest Park Code of Ordinances.

[Redacted Signature]

Applicant

Mark Boroughf

President/Chairman

[Redacted Signature]

Raffle Manager

N/A

Secretary

Subscribed and sworn to me this _____ day of _____, 20_____.

Notary Public

WAWCD Notary

(SEAL)