

**VILLAGE OF FRANKLIN PARK
 PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
 FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
 12.16.2024**

<u>Payroll Ending</u>	<u>11/30/24</u>	<u>TOTALS</u>
Village Portion of Social Security	11,990.97	
Village Portion of Medicare	8,310.39	
Payroll Gross Wages	601,719.60	
Special Payroll (Holiday Pay PD & FD)	<u>329,752.03</u>	
Total Payroll Expense	951,772.99	\$ 951,772.99
<u>Manual Checks & Wires</u>		
Manual Checks	<u>810.32</u>	
Total Manual Checks		\$ 810.32
<u>ACH Debits</u>		
Health Insurance Premium	0.00	
Total ACH Debits		\$ -
Payable Vouchers		
Payable Voucher 12-20-2024	<u>1,137,795.88</u>	
Total Payable Vouchers		\$ <u>1,137,795.88</u>
Grand Total Payments		\$ 2,090,379.19

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
 Printed: 12/12/2024 - 4:10PM
 Batch: 00220.12.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 5861 W04221901	1000BULBS.COM Backup battery, lamps	706.95	12/20/2024	Check Sequence: 1 10-20-52600	ACH Enabled: False
	Check Total:	706.95			
Vendor: 3443 PSI737297	1ST AYD CORPORATION Windshield washer, black liners, all purpose oil	1,445.80	12/20/2024	Check Sequence: 2 10-90-62680	ACH Enabled: False
	Check Total:	1,445.80			
Vendor: 5002 376044 376073	34 PUBLISHING, INC. Winterfest flyer design Design services for Dec2024 newsletter	150.00 450.00	12/20/2024 12/20/2024	Check Sequence: 3 10-01-51880 10-01-51880	ACH Enabled: False
	Check Total:	600.00			
Vendor: 2261 573.22.4	A LAMP CONCRETE CONTRACTORS, INC. King St Phase 3 Industrial Park improvements 5/	86,342.36	12/20/2024	Check Sequence: 4 65-10-84100	ACH Enabled: False
	Check Total:	86,342.36			
Vendor: 2615 7163	A.W.E.S.O.M.E. PEST SERVICE INC. Extermianting services, Nov2024	510.00	12/20/2024	Check Sequence: 5 10-60-62460	ACH Enabled: False
	Check Total:	510.00			
Vendor: 1259 151718/1 151719/1	ACE HARDWARE - FIRE Anti freeze Light bulbs	16.16 39.56	12/20/2024 12/20/2024	Check Sequence: 6 10-30-50110 10-30-50110	ACH Enabled: False
	Check Total:	55.72			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 7	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
151189/1	Fasteners	5.98	12/20/2024	34-02-62070	
	Check Total:	5.98			
Vendor: 1264	ACE HARDWARE - STREETS			Check Sequence: 8	ACH Enabled: False
151736/1	Cord extensions, garland, twist ties	58.36	12/20/2024	10-61-69580	
151743/1	Garland	33.76	12/20/2024	10-61-69580	
151775/1	Garland, twist ties	73.50	12/20/2024	10-61-69580	
151792/1	Propane	16.68	12/20/2024	10-90-62680	
	Check Total:	182.30			
Vendor: 4849	Acme Truck Brake			Check Sequence: 9	ACH Enabled: False
01_435425	LED lamp	91.78	12/20/2024	08-01-50090	
	Check Total:	91.78			
Vendor: 3364	ADP SCREENING & SELECTION			Check Sequence: 10	ACH Enabled: False
1245111-11-2024	Monthly screening services & additional service:	69.64	12/20/2024	10-60-60000	
	Check Total:	69.64			
Vendor: 4590	AEP ENERGY			Check Sequence: 11	ACH Enabled: False
3013133551Nov24	0 N Belmont 3013133551 10/8-11/6/2024	742.89	12/20/2024	19-01-62330	
	Check Total:	742.89			
Vendor: 3050	AIR ONE EQUIPMENT, INC.			Check Sequence: 12	ACH Enabled: False
213638	Belt keeper	96.68	12/20/2024	10-30-62180	
	Check Total:	96.68			
Vendor: 3576	AIRGAS USA, LLC			Check Sequence: 13	ACH Enabled: False
5509357355	Cylinder lease renewal	502.70	12/20/2024	34-01-62860	
	Check Total:	502.70			
Vendor: 5680	AIS TRUST ACCOUNT			Check Sequence: 14	ACH Enabled: False
2899916	Renewal storage tank liability premium	979.00	12/20/2024	10-32-62190	
	Check Total:	979.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 0010	ALEXANDER CHEMICAL CORPORATION			Check Sequence: 15	ACH Enabled: False
89033	Chlorine	33.50	12/20/2024	34-01-62880	
89162	Credit	-7.50	12/20/2024	34-01-62880	
	Check Total:	26.00			
Vendor: 1634	ALPHA PRIME COMMUNICATIONS			Check Sequence: 16	ACH Enabled: False
119423	DMR-16 system expansion project (GPS receive	82,518.86	12/20/2024	07-01-80600	
120016	MHZ repeater and 4 cavity rackmount	4,125.70	12/20/2024	07-01-80600	
120038	Replace antenna and transmission line water tow	17,686.45	12/20/2024	07-01-80600	
51956F	Additional FCC coordinator fees	225.00	12/20/2024	07-01-54200	
	Check Total:	104,556.01			
Vendor: 1941	ALTORFER INDUSTRIES CAT			Check Sequence: 17	ACH Enabled: False
P6AC0114978	Hose assy	223.35	12/20/2024	08-01-50090	
P6AC0114979	Hose assy	223.35	12/20/2024	08-01-50090	
	Check Total:	446.70			
Vendor: 3478	AMERICAN SPEEDY PRINTING			Check Sequence: 18	ACH Enabled: False
47710	Property citation books for ticketing- bldg dept	895.00	12/20/2024	10-13-51800	
	Check Total:	895.00			
Vendor: 3465	AMERICANEAGLE.COM, INC.			Check Sequence: 19	ACH Enabled: False
418253	Monthly fee for hosting, hawksearch, retainer ho	535.00	12/20/2024	10-02-54300	
	Check Total:	535.00			
Vendor: 2617	Lisa Anthony			Check Sequence: 20	ACH Enabled: False
12624	Cookies for Winterfest	156.93	12/20/2024	10-61-69580	
	Check Total:	156.93			
Vendor: 5242	AT&T			Check Sequence: 21	ACH Enabled: False
847233053511	Multiple single line charges PD- Nov	182.42	12/20/2024	10-02-51200	
	Check Total:	182.42			
Vendor: 1272	AT&T TELECONFERENCE SERVICES			Check Sequence: 22	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
412-003843	Conference call services- Nov	29.48	12/20/2024	10-02-51200	
	Check Total:	29.48			
Vendor: 1412	BATTERY SERVICE CORP			Check Sequence: 23	ACH Enabled: False
0115634	AGM battery #883	90.00	12/20/2024	08-01-50020	
0115634	Optima AGM battery #883	249.00	12/20/2024	08-01-50020	
0115638	Noco 12v jump starter	139.95	12/20/2024	08-01-89110	
0115638	Battery U1L300 #snow rader	51.97	12/20/2024	08-01-50034	
0115638	Truck batteries 31S	429.00	12/20/2024	08-01-50090	
0115638	Battery 26R5 #Kabota	93.50	12/20/2024	08-01-50034	
0115638	Motorcraft batteries 65	291.90	12/20/2024	08-01-50020	
	Check Total:	1,345.32			
Vendor: 0925	BELLWOOD ELECTRIC MOTORS, INC.			Check Sequence: 24	ACH Enabled: False
2891	To remove pump #3 from King st	3,900.00	12/20/2024	34-01-50940	
2900	To work on pumps at Fullerton Ave lift station	2,200.00	12/20/2024	34-02-50940	
2901	To install pump #3 back in service at King st	4,100.00	12/20/2024	34-01-50940	
2902	Replace special bearings, new gaskets, seal at Ki	7,200.00	12/20/2024	34-01-50940	
2903	To service to control panel, to check floats, swite	3,200.00	12/20/2024	34-02-50940	
2904	To install new pipe & new pump base at 17th ave	4,900.00	12/20/2024	34-02-50940	
	Check Total:	25,500.00			
Vendor: 5857	EMANUEL BUCARO			Check Sequence: 25	ACH Enabled: False
120324	Reimbursement for expensive spent on training	624.66	12/20/2024	10-20-52000	
	Check Total:	624.66			
Vendor: 3378	BYRNE SOFTWARE TECHNOLOGIES INC			Check Sequence: 26	ACH Enabled: False
0107073	Professional srvc Accela Land Mgmt 11/18-11/2	4,620.00	12/20/2024	10-02-81000	
	Check Total:	4,620.00			
Vendor: 3053	CAMBRIDGE BUSINESS FORMS, INC.			Check Sequence: 27	ACH Enabled: False
11273	Work sheets	1,145.02	12/20/2024	10-90-51600	
	Check Total:	1,145.02			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 2264	CDS Office Technologies			Check Sequence: 28	ACH Enabled: False
INV1643828	Toughbook with extended warranty, antenna, do	6,058.00	12/20/2024	07-01-80600	
INV1643831	Panasonic license for one year	30.00	12/20/2024	07-01-54200	
INV1651975	Toughbooks (2) with extended warranty, antenna	12,151.00	12/20/2024	07-01-80600	
INV1651976	Panasonic license for one year on two toughbook	60.00	12/20/2024	07-01-54200	
	Check Total:	18,299.00			
Vendor: 2929	CHICAGO TRIBUNE MEDIA GROUP			Check Sequence: 29	ACH Enabled: False
105302964000	Online notice of public hearing (ZBA24-11) #77	32.88	12/20/2024	10-12-53170	
105302964000	Online notice of public hearing (ZBA24-12) #77	38.02	12/20/2024	10-12-53170	
	Check Total:	70.90			
Vendor: 0968	CHRISTOPHER B. BURKE ENGINEERING, LTD.			Check Sequence: 30	ACH Enabled: False
12	Front st/Carnation st connector & Front/Ernst 5/	2,130.80	12/20/2024	52-01-82800	
13	Front st/Carnation st connector & Front/Ernst 6/	11,658.48	12/20/2024	52-01-82800	
	Check Total:	13,789.28			
Vendor: 1420	CLARK DIETZ, INC.			Check Sequence: 31	ACH Enabled: False
443039	Police station server room HVAC 9/28-10/25/24	4,025.00	12/20/2024	10-20-52600	
	Check Total:	4,025.00			
Vendor: 3644	COMCAST			Check Sequence: 32	ACH Enabled: False
0141239Nov24	Cable TV for streets for Dec	4.20	12/20/2024	10-02-51200	
0167317Nov24	Cable TV for PD	94.86	12/20/2024	10-20-52600	
	Check Total:	99.06			
Vendor: 5257	COMED			Check Sequence: 33	ACH Enabled: False
3604055000Nov24	3200 Sarah 3604055000 10/15-11/13/2024	307.32	12/20/2024	10-50-62330	
8327688000Nov24	11230 Addison 8327688000 10/15-11/13/2024	743.09	12/20/2024	34-02-62800	
	Check Total:	1,050.41			
Vendor: 2085	COMPCOREPRO			Check Sequence: 34	ACH Enabled: False
2633	Monthly service agreement, Dec2024	1,000.00	12/20/2024	10-32-57000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,000.00			
Vendor: 3302	CORE & MAIN LP			Check Sequence: 35	ACH Enabled: False
V983369	Cplg, valve, brass bushing	319.41	12/20/2024	34-01-62860	
V983400	Bends no lead	296.02	12/20/2024	34-01-62860	
V983432	Ball valves	92.61	12/20/2024	34-01-62860	
V988907	Cplgs (20)	719.83	12/20/2024	34-01-62860	
W011215	Valve box assy w lids	5,700.00	12/20/2024	34-01-62860	
W015751	Hyd 6'	4,180.00	12/20/2024	34-01-62860	
	Check Total:	11,307.87			
Vendor: 2254	CRITICAL REACH			Check Sequence: 36	ACH Enabled: False
3874	Annual fee	675.00	12/20/2024	10-20-60560	
	Check Total:	675.00			
Vendor: 3093	DOBSON ENTERTAINMENT, INC			Check Sequence: 37	ACH Enabled: False
4762	Social media video-Winterfest & Holiday Train	1,950.00	12/20/2024	10-61-69580	
	Check Total:	1,950.00			
Vendor: 1668	DUPAGE TOPSOIL, INC.			Check Sequence: 38	ACH Enabled: False
058273	Semi pulv	415.00	12/20/2024	34-02-63070	
	Check Total:	415.00			
Vendor: 1755	E. HOFFMAN, INC.			Check Sequence: 39	ACH Enabled: False
31790	Mixed load spoils hauled out	2,180.00	12/20/2024	34-02-63070	
31797	Mixed load spoils hauled out	1,635.00	12/20/2024	34-02-63070	
	Check Total:	3,815.00			
Vendor: 5498	EFAX CORPORATE			Check Sequence: 40	ACH Enabled: False
5157783	Efax software for HR - Nov	34.99	12/20/2024	10-02-54200	
	Check Total:	34.99			
Vendor: 3278	ELEVATOR INSPECTION SERVICES			Check Sequence: 41	ACH Enabled: False
127648	Elevator inspections for 4 elevators/annual inspc	121.00	12/20/2024	10-13-60550	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	121.00			
Vendor: 5703 4183	EVERLAST BLACKTOP, INC 50/50 Sidewalk replacement Pay #1	76,448.96	12/20/2024	Check Sequence: 42 34-01-69050	ACH Enabled: False
	Check Total:	76,448.96			
Vendor: 4788 0494396 0512115	FERGUSON WATERWORKS #2516 Remaining balance for inv#0494396-meters Meter coupling gaskets, flanges	9,000.00 1,530.11	12/20/2024 12/20/2024	Check Sequence: 43 34-01-62825 34-01-62820	ACH Enabled: False
	Check Total:	10,530.11			
Vendor: 6062 5582	GBJ SALES, LLC Glass cleaner	176.15	12/20/2024	Check Sequence: 44 34-01-62680	ACH Enabled: False
	Check Total:	176.15			
Vendor: 5200 9320074207 9332615526	GRAINGER Toilet paper Cable ties	107.34 99.88	12/20/2024 12/20/2024	Check Sequence: 45 10-90-62680 10-61-69580	ACH Enabled: False
	Check Total:	207.22			
Vendor: 5199 194574	GRANICUS FOIA module non enterprise	2,901.71	12/20/2024	Check Sequence: 46 10-18-80400	ACH Enabled: False
	Check Total:	2,901.71			
Vendor: 3979 1631	GREAT LAKES WATER & SAFETY PRODUCTS Valve wrenches	1,368.05	12/20/2024	Check Sequence: 47 34-01-82840	ACH Enabled: False
	Check Total:	1,368.05			
Vendor: 4516 2411340 2411340 2411340 2411340 2411340	GW & ASSOCIATES, PC Comptroller services, Oct2024 Comptroller services, Oct2024 Comptroller services, Oct2024 Comptroller services, Oct2024 Comptroller services, Oct2024	250.00 250.00 250.00 4,000.00 250.00	12/20/2024 12/20/2024 12/20/2024 12/20/2024 12/20/2024	Check Sequence: 48 12-01-57000 42-01-57000 14-01-57000 34-01-40119 40-01-57000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2411340	Comptroller services, Oct2024	8,000.00	12/20/2024	10-01-67590	
	Check Total:	13,000.00			
Vendor: 1860	ILLINOIS COUNTIES RISK MANAGEMENT TRUST			Check Sequence: 49	ACH Enabled: False
S-INV004337	Property & Liability premium Jan2025	99,299.13	12/20/2024	10-32-62190	
S-INV004338	Work Comp premium Jan2025	50,250.75	12/20/2024	10-32-62200	
	Check Total:	149,549.88			
Vendor: 0402	ILLINOIS MUNICIPAL LEAGUE			Check Sequence: 50	ACH Enabled: False
110124	Membership dues	1,500.00	12/20/2024	10-01-52135	
	Check Total:	1,500.00			
Vendor: 0436	ILLINOIS SECTION AMERICAN WATER WORKS ASSOCIATION			Check Sequence: 51	ACH Enabled: False
200092445	Watercon Early bird Conference Registration	450.00	12/20/2024	34-01-52060	
	Check Total:	450.00			
Vendor: 5524	INDUSTRIAL CHEMICAL LABS			Check Sequence: 52	ACH Enabled: False
403531	Citrus cleaner (200 lbs)	1,244.75	12/20/2024	34-02-63070	
	Check Total:	1,244.75			
Vendor: 1209	JANET G MARTINEZ			Check Sequence: 53	ACH Enabled: False
INV-0095	Spanish translation for Oct2024 newsletter	198.00	12/20/2024	10-01-51880	
INV-0097	Spanish translation for Dec2024 newsletter	198.00	12/20/2024	10-01-51880	
	Check Total:	396.00			
Vendor: 4909	JC SZABO & ASSOCIATES			Check Sequence: 54	ACH Enabled: False
124	Consulting services Nov2024	116.67	12/20/2024	10-72-62557	
	Check Total:	116.67			
Vendor: 1534	JKS VENTURES, INC.			Check Sequence: 55	ACH Enabled: False
210878	Top soil, Limestone	3,488.00	12/20/2024	34-01-62860	
211203	Limestone	5,433.94	12/20/2024	34-02-63070	
	Check Total:	8,921.94			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 0041	JOSEPH MCLOUGHLIN			Check Sequence: 56	ACH Enabled: False
1729Nov2024	Landscaping- Jack B Williams	2,800.00	12/20/2024	34-02-63070	
1729Nov2024	Landscaping- Copengaen lift station	3,035.00	12/20/2024	34-02-63070	
1729Nov2024	Landscaping- Clearing pump station	1,060.00	12/20/2024	34-01-62900	
1729Nov2024	Landscaping- David Talbott lift station	3,000.00	12/20/2024	34-02-63070	
1729Nov2024	Landscaping- King St station	2,500.00	12/20/2024	34-01-62900	
1729Nov2024	Landscaping- Milton Rentmeester pond	2,800.00	12/20/2024	34-02-63070	
1729Nov2024	Landscaping- Drainage ditch	2,300.00	12/20/2024	10-90-62600	
1729Nov2024	Landscaping- Field East of PD	2,700.00	12/20/2024	10-90-86000	
1729Oct2024	Landscaping- David Talbott retention pond	3,000.00	12/20/2024	34-02-63070	
1729Oct2024	Landscaping- Field East of PD	2,700.00	12/20/2024	10-90-86000	
1729Oct2024	Landscaping- Drainage ditch	2,300.00	12/20/2024	10-90-62600	
1729Oct2024	Landscaping- Copenhagen lift station	3,035.00	12/20/2024	34-02-63070	
1729Oct2024	Landscaping- Clearing pump station	1,060.00	12/20/2024	34-02-63070	
1729Oct2024	Landscaping- Milton Rentmeester pond	2,800.00	12/20/2024	34-02-63070	
1729Oct2024	Landscaping- King st pump station	2,500.00	12/20/2024	34-01-62900	
1729Oct2024	Landscaping- Jack B Williams	2,800.00	12/20/2024	34-02-63070	
1853Nov2024	Landscaping- Leyden news agency	425.00	12/20/2024	10-90-86000	
1853Nov2024	Fall clean up- 9500 Belmont	250.00	12/20/2024	10-90-86000	
1853Nov2024	Fall clean up- Utility dept	1,500.00	12/20/2024	10-90-86000	
1853Nov2024	Fall clean up- Joe Thomas Park	250.00	12/20/2024	10-90-88880	
1853Nov2024	Landscaping- Police station	1,775.00	12/20/2024	10-90-86000	
1853Nov2024	Landscaping- Utility dept	1,500.00	12/20/2024	10-90-86000	
1853Nov2024	Landscaping- 9500 Belmont	250.00	12/20/2024	10-90-86000	
1853Nov2024	Fall clean up- 3019 Rose parking lot	800.00	12/20/2024	10-90-86000	
1853Nov2024	Landscaping- 9545 Belmont	1,250.00	12/20/2024	10-90-86000	
1853Nov2024	Landscaping- Downtown park	600.00	12/20/2024	10-90-86000	
1853Nov2024	Landscaping- Joe Thomas Park	250.00	12/20/2024	10-90-88880	
1853Nov2024	Fall clean up- Police station	1,775.00	12/20/2024	10-90-86000	
1853Nov2024	Landscaping- Grand Ave underpass	750.00	12/20/2024	10-90-62600	
1853Nov2024	Fall clean up- Leyden news agency	425.00	12/20/2024	10-90-86000	
1853Nov2024	Fall clean up- Garra underpass	750.00	12/20/2024	10-90-62600	
1853Nov2024	Fall clean up- Downtown Park	600.00	12/20/2024	10-90-86000	
1853Nov2024	Fall clean up- Metra station	600.00	12/20/2024	41-01-63210	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1853Nov2024	Fall clean up- B12	450.00	12/20/2024	10-90-87610	
1853Nov2024	Landscaping- B12	450.00	12/20/2024	10-90-87610	
1853Nov2024	Landscaping- Field south of Garra underpass	800.00	12/20/2024	10-90-86000	
1853Nov2024	Fall clean up- Field south of Garra	800.00	12/20/2024	10-90-86000	
1853Nov2024	Fall clean up- Miller Park	275.00	12/20/2024	10-90-86000	
1853Nov2024	Landscaping- Veterans Memorial	375.00	12/20/2024	10-90-69590	
1853Nov2024	Landscaping- Miller Park	275.00	12/20/2024	10-90-86000	
1853Nov2024	Fall clean up- Veterans Memorial	375.00	12/20/2024	10-90-69590	
1853Nov2024	Fall clean up- 9545 Belmont	1,250.00	12/20/2024	10-90-86000	
1853Nov2024	Landscaping- 3019 Rose parking lot	800.00	12/20/2024	10-90-86000	
1853Nov2024	Landscaping- Train station	600.00	12/20/2024	41-01-63210	
1853Oct2024	Landscaping- Miller Park	275.00	12/20/2024	10-90-86000	
1853Oct2024	Landscaping- Veterans	375.00	12/20/2024	10-90-69590	
1853Oct2024	Landscaping- Joe Thomas Park	250.00	12/20/2024	10-90-88880	
1853Oct2024	Landscaping- B 12 tower	450.00	12/20/2024	10-90-87610	
1853Oct2024	Landscaping- 9545 Belmont	1,250.00	12/20/2024	10-90-86000	
1853Oct2024	Landscaping- Police station	1,775.00	12/20/2024	10-90-86000	
1853Oct2024	Landscaping- Utilities dept	1,500.00	12/20/2024	10-90-86000	
1853Oct2024	Landscaping- Downtown park	600.00	12/20/2024	10-90-86000	
1853Oct2024	Landscaping- Field house of GARRA	800.00	12/20/2024	10-90-86000	
1853Oct2024	Landscaping- Garra underpass	750.00	12/20/2024	10-90-62600	
1853Oct2024	Landscaping- 9500 Belmont	250.00	12/20/2024	10-90-86000	
1853Oct2024	Landscaping- 3019 Rose st parking lot	800.00	12/20/2024	10-90-86000	
1853Oct2024	Landscaping- Leyden news agency	425.00	12/20/2024	10-90-86000	
1853Oct2024	Landscaping- Train station	600.00	12/20/2024	41-01-63210	
2430Nov2024	Landscaping- Clean up at Metra station	3,600.00	12/20/2024	10-90-86000	
2430Oct2024	Landscaping- Downtown park, Metra station	5,500.00	12/20/2024	10-90-86000	
2442Nov2024	Landscaping- Legion hall and Ruby	775.00	12/20/2024	10-90-86000	
2442Nov2024	Landscaping- Franklin & Martens	780.00	12/20/2024	10-90-86000	
2442Nov2024	Landscaping- Fullerton and Oak	1,200.00	12/20/2024	10-90-86000	
2442Nov2024	Landscaping- Grand Ave	1,175.00	12/20/2024	10-90-86000	
2442Nov2024	Landscaping- Belmont & Melrose	750.00	12/20/2024	10-90-86000	
2442Nov2024	Landscaping- Grand Ave SW to NW	1,975.00	12/20/2024	10-90-86000	
2442Nov2024	Landscaping- 9280-9300 Belmont	675.00	12/20/2024	10-90-86000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2442Nov2024	Landscaping- Planter boxes maint	775.00	12/20/2024	10-90-86000	
2442Nov2024	Landscaping- Nevada Retention	850.00	12/20/2024	10-90-86000	
2442Nov2024	Landscaping- Houston & James	1,075.00	12/20/2024	10-90-86000	
2442Oct2024	Landscaping- Legion hall and Ruby	775.00	12/20/2024	10-90-86000	
2442Oct2024	Landscaping- 9280-9300 Belmont	675.00	12/20/2024	10-90-86000	
2442Oct2024	Landscaping- Belmont & Melrose	750.00	12/20/2024	10-90-86000	
2442Oct2024	Landscaping- Grand Ave SW to NW	1,975.00	12/20/2024	10-90-86000	
2442Oct2024	Landscaping- Nevada retention pond	850.00	12/20/2024	10-90-86000	
2442Oct2024	Landscaping- Fullerton & Oak	1,200.00	12/20/2024	10-90-86000	
2442Oct2024	Landscaping- Franklin & Martens	780.00	12/20/2024	10-90-86000	
2442Oct2024	Landscaping- Grand Ave	1,175.00	12/20/2024	10-90-86000	
2442Oct2024	Landscaping- Planter boxes maint	775.00	12/20/2024	10-90-86000	
2442Oct2024	Landscaping- Houston & James	1,075.00	12/20/2024	10-90-86000	
2494Oct2024	Landscaping- Metra lot	5,000.00	12/20/2024	10-90-86000	
	Check Total:	104,850.00			
Vendor: 3233	JUST TIRES			Check Sequence: 57	ACH Enabled: False
0000069506	Parts and labor (1 tire) #894	255.99	12/20/2024	10-20-50300	
0000069507	Parts and labor (1 tire) #877	255.99	12/20/2024	10-20-50300	
0000069508	Parts and labor (4 tires) #880	1,023.96	12/20/2024	10-20-50300	
	Check Total:	1,535.94			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 58	ACH Enabled: False
5037	Replacement of reinforced street opening 9735 F	4,300.00	12/20/2024	34-01-62860	
5038	Replacement of reinforced concrete pad by overl	3,540.00	12/20/2024	34-01-62860	
5041	Replacement of reinforced curb with street drain	5,450.00	12/20/2024	34-02-63070	
5042	Replacement of reinforced industrial curb 3638 F	2,580.00	12/20/2024	34-01-62860	
5043	Replacement of reinforced street opening 3124 E	3,370.00	12/20/2024	34-01-62860	
	Check Total:	19,240.00			
Vendor: 1507	LAWRENCE ANDOLINO			Check Sequence: 59	ACH Enabled: False
112524	Adjudication services, Nov2024	1,500.00	12/20/2024	10-20-40515	
112524	Adjudication services, Nov2024	1,500.00	12/20/2024	10-13-40515	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	3,000.00			
Vendor: 3819 17527676	LEAF Copier rental for Dec	1,550.00	12/20/2024	Check Sequence: 60 10-02-80001	ACH Enabled: False
	Check Total:	1,550.00			
Vendor: 1501 3122	LIVING WATERS CONSULTANTS, INC Silver creek water quality sampling cost share	1,029.06	12/20/2024	Check Sequence: 61 34-02-63070	ACH Enabled: False
	Check Total:	1,029.06			
Vendor: 2029 38314 38314 38314	LUBE SQUAD OF ILLINOIS LLC Synthetic blend oil -PW Synthetic blend oil -PD Synthetic blend oil -FD	75.38 603.06 75.38	12/20/2024 12/20/2024 12/20/2024	Check Sequence: 62 10-90-50100 10-20-50300 10-30-50110	ACH Enabled: False
	Check Total:	753.82			
Vendor: 5712 120924	RAPHAEL MARTINEZ Reimbursement for damaged shingles due to tree	450.00	12/20/2024	Check Sequence: 63 10-32-62195	ACH Enabled: False
	Check Total:	450.00			
Vendor: 3518 92869437 92880986 92882044	MCGUIRE WOODS CONSULTING LLP Lobbyist services for 9/15-10/14/2024 Lobbyist services for Nov2024 Lobbyist services for Dec2024	3,500.00 3,500.00 3,500.00	12/20/2024 12/20/2024 12/20/2024	Check Sequence: 64 10-12-67560 10-12-67560 10-12-67560	ACH Enabled: False
	Check Total:	10,500.00			
Vendor: 0131 75758 78877 79238 79587 79708 79788 80144	MENARDS MELROSE PARK Chlorine tablets, Drill bit, reflective letters/numb Entrance mat, spray paints Cords, quick links, gap fillers Cords Large welded stand Grill covers, trays, gloves, trash bags Banquet tables, spraypaint, mini lights, indoor cc	409.81 39.96 377.91 175.35 54.98 64.92 558.67	12/20/2024 12/20/2024 12/20/2024 12/20/2024 12/20/2024 12/20/2024 12/20/2024	Check Sequence: 65 34-01-62860 08-01-89115 10-61-69580 34-01-62860 10-61-69580 08-01-89115 10-61-69580	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
80413	Green cord, indoor cords	16.75	12/20/2024	10-61-69580	
80434	LED icicles, entry mats	254.73	12/20/2024	34-02-62070	
	Check Total:	1,953.08			
Vendor: 5553	METRO STRATEGIES			Check Sequence: 66	ACH Enabled: False
FPPM-12	Infrastructure Project Mgmt & Funding Coordin:	4,058.00	12/20/2024	65-10-82820	
FPPM-12	Infrastructure Project Mgmt & Funding Coordin:	270.00	12/20/2024	65-10-84500	
FPPM-12	Infrastructure Project Mgmt & Funding Coordin:	1,242.00	12/20/2024	65-10-87000	
	Check Total:	5,570.00			
Vendor: 3071	MID AMERICAN WATER OF WAUCONDA, INC			Check Sequence: 67	ACH Enabled: False
276442W	14x24 Tap 2", brass bushing	4,139.96	12/20/2024	34-01-62860	
277148W	AFC series 500	250.00	12/20/2024	34-01-62860	
	Check Total:	4,389.96			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 68	ACH Enabled: False
239787A-1	3 way residential hydrants (4)	10,964.00	12/20/2024	34-01-62860	
241275A	Tap clamps	1,764.24	12/20/2024	34-01-62860	
241762A	Swivels, flares, couplings, clamps	9,570.98	12/20/2024	34-01-62860	
242236A	RW Valves (2)	8,986.00	12/20/2024	34-01-62860	
242305A	Gaskets	18.00	12/20/2024	34-01-62860	
	Check Total:	31,303.22			
Vendor: 6066	MIRELES LANDSCAPING			Check Sequence: 69	ACH Enabled: False
18420	Planted 78 trees	9,360.00	12/20/2024	10-90-62715	
	Check Total:	9,360.00			
Vendor: 0333	MONTANA & WELCH, LLC			Check Sequence: 70	ACH Enabled: False
17161	Legal services for General services, July2024	41,420.97	12/20/2024	10-72-62557	
17162	Legal services for Litigation services, July2024	536.25	12/20/2024	10-72-62557	
17359	Legal services for General services, Sept2024	25,935.00	12/20/2024	10-72-62557	
17360	Legal services for Centrella TIF, Sept2024	97.50	12/20/2024	51-01-62557	
17361	Legal services for DHL Seymour TIF, Sept2024	97.50	12/20/2024	50-01-62557	
17362	Legal services for Downtown TIF, Sept2024	97.50	12/20/2024	42-01-62557	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
17363	Legal services for Lifefitness TIF, Sept2024	97.50	12/20/2024	14-01-62557	
17364	Legal services for Litigation services, Sept2024	780.00	12/20/2024	10-72-62557	
17365	Legal services for Mannheim/Grand TIF, Sept20	97.50	12/20/2024	22-01-62557	
17366	Legal services for Milwaukee Rd TIF, Sept2024	97.50	12/20/2024	52-01-62557	
17367	Legal services for Ohare East TIF, Sept2024	97.50	12/20/2024	40-01-62557	
17368	Legal services for Resurrection TIF, Sept2024	97.50	12/20/2024	43-01-62557	
17369	Legal services for Seymour/Waveland TIF, Sept2	97.50	12/20/2024	49-01-62557	
17370	Legal services for WMRA TIF, Sept2024	97.50	12/20/2024	12-01-62557	
17470	Legal services for General services, Oct2024	25,837.50	12/20/2024	10-72-62557	
17471	Legal services for Downtown TIF, Oct2024	1,023.75	12/20/2024	42-01-62557	
17472	Legal services for Franklin Ave ROW project ser	2,193.75	12/20/2024	10-72-62557	
17473	Legal services for Litigation services, Oct2024	243.75	12/20/2024	10-72-62557	
17474	Legal services for Ohare TIF, Oct2024	1,072.50	12/20/2024	40-01-62557	
17475	Legal services for Resurrection TIF, Oct2024	292.50	12/20/2024	43-01-62557	
	Check Total:	100,310.97			
Vendor: 1694	NARDULLI CONSTRUCTION			Check Sequence: 71	ACH Enabled: False
582.22.3	50/50 sidewalk program 12/15/23-12/6/2024	19,146.10	12/20/2024	34-01-69050	
	Check Total:	19,146.10			
Vendor: 0328	NATIONAL LEAGUE OF CITIES			Check Sequence: 72	ACH Enabled: False
191174	Member dues	1,752.00	12/20/2024	10-18-52100	
	Check Total:	1,752.00			
Vendor: 4521	NICOR			Check Sequence: 73	ACH Enabled: False
00421665753Nov2	9800 Franklin 00421665753 10/25-11/25/24	62.79	12/20/2024	10-90-62940	
45671900004Nov2	9535 Belmont 45671900004 10/25-11/25/24	168.84	12/20/2024	34-01-62940	
50771900003Nov2	9300 Belmont 50771900003 10/25-11/25/24	479.56	12/20/2024	34-01-62940	
87873543729Nov2	9320 Belmont 87873543729 10/25-11/25/24	63.40	12/20/2024	34-02-52450	
	Check Total:	774.59			
Vendor: 2202	NORTHEASTERN IL. PUBLIC			Check Sequence: 74	ACH Enabled: False
79043843	Fire Apparatus Engineer class	875.00	12/20/2024	10-30-52001	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	875.00			
Vendor: 0270	O'REILLY AUTOMOTIVE, INC.			Check Sequence: 75	ACH Enabled: False
3398-140056	Fuse, splice	30.18	12/20/2024	08-01-50090	
3398-140552	PVF brk line	7.47	12/20/2024	08-01-50090	
3398-142204	Spark plugs, manifold #879	51.83	12/20/2024	08-01-50020	
	Check Total:	89.48			
Vendor: 2249	ORKIN			Check Sequence: 76	ACH Enabled: False
270841489	Weekly services 11/25/2024	330.00	12/20/2024	10-60-62460	
270841664	Weekly services 11/29/2024	330.00	12/20/2024	10-60-62460	
270842283	Weekly services 11/22/2024	330.00	12/20/2024	10-60-62460	
271715260	Weekly services 12/6/2024	330.00	12/20/2024	10-60-62460	
271716347	Weekly services 12/2/2024	330.00	12/20/2024	10-60-62460	
	Check Total:	1,650.00			
Vendor: 5442	GIULIANO PETRUCCI			Check Sequence: 77	ACH Enabled: False
10312024	October plumbing services for FP inspections	3,675.00	12/20/2024	10-13-40203	
	Check Total:	3,675.00			
Vendor: 4235	PITNEY BOWES PURCHASE POWER			Check Sequence: 78	ACH Enabled: False
111824	Postage	1,202.70	12/20/2024	34-01-51500	
111824	Postage	1,202.70	12/20/2024	10-01-51500	
	Check Total:	2,405.40			
Vendor: 4552	REPUBLIC SERVICES #551			Check Sequence: 79	ACH Enabled: False
0551-016090554	Savenger services, Nov2024	153,352.20	12/20/2024	09-01-64010	
	Check Total:	153,352.20			
Vendor: 5663	RESIMPLIFI, INC			Check Sequence: 80	ACH Enabled: False
1127	Economic Development licensed data annual sut	5,000.00	12/20/2024	10-12-51870	
	Check Total:	5,000.00			
Vendor: 2117	ROZALADO & CO			Check Sequence: 81	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
49072	Janitorial srvc for VH, PW 10/28-11/10/24	1,381.80	12/20/2024	10-13-52600	
49072	Janitorial srvc for PD 10/28-11/10/24	1,631.33	12/20/2024	10-20-52600	
49485	Janitorial srvc for VH, PW 11/24-12/8/24	1,381.80	12/20/2024	10-13-52600	
49485	Janitorial srvc for PD 11/24-12/8/24	1,631.33	12/20/2024	10-20-52600	
	Check Total:	6,026.26			
Vendor: 1999	SAFEBUILT, LLC			Check Sequence: 82	ACH Enabled: False
1106889	Working on draft copy of updates to 2021 codes	1,837.50	12/20/2024	10-13-51650	
1106890	Plan review for library	306.18	12/20/2024	10-13-40100	
976966	Permit sign off services	500.00	12/20/2024	10-13-40100	
	Check Total:	2,643.68			
Vendor: 3739	SMG SECURITY SYSTEMS, INC.			Check Sequence: 83	ACH Enabled: False
196784	Service call for missing magnet on revolving doc	382.50	12/20/2024	10-13-52800	
	Check Total:	382.50			
Vendor: 2961	S-NET COMMUNICATIONS INC			Check Sequence: 84	ACH Enabled: False
243878	Nov phone bill	3,656.13	12/20/2024	10-02-51200	
	Check Total:	3,656.13			
Vendor: 5400	SPRING GROVE NURSERY			Check Sequence: 85	ACH Enabled: False
183402	Tree planting	20,250.00	12/20/2024	10-90-65000	
183403	Tree planting	12,900.00	12/20/2024	10-90-62720	
	Check Total:	33,150.00			
Vendor: 3795	STANDARD EQUIPMENT COMPANY			Check Sequence: 86	ACH Enabled: False
P00942	Pelican main brooms, shoe runner	1,305.74	12/20/2024	08-01-50090	
P00987	SB/21 wire blu	931.50	12/20/2024	08-01-50090	
	Check Total:	2,237.24			
Vendor: 3089	STANDARD FENCING CO. INC.			Check Sequence: 87	ACH Enabled: False
9284	Replace line post, wire, gate 10920 King	995.00	12/20/2024	34-01-62900	
	Check Total:	995.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 8080 101603	STATE GRAPHICS Time cards	235.63	12/20/2024	Check Sequence: 88 10-01-51800	ACH Enabled: False
	Check Total:	235.63			
Vendor: 3223 903582651	STATE INDUSTRIAL PRODUCTS Primezyme, sewer solvent	1,673.88	12/20/2024	Check Sequence: 89 34-02-62880	ACH Enabled: False
	Check Total:	1,673.88			
Vendor: 3221 218735	STRATUS NETWORKS Fiber line to PD, FD, pump house, VH Dec	4,141.60	12/20/2024	Check Sequence: 90 10-02-51200	ACH Enabled: False
	Check Total:	4,141.60			
Vendor: 0103 T2507178	TECHNOLOGY MANAGEMENT REVOLVING FUND Communication charges	942.40	12/20/2024	Check Sequence: 91 07-01-51200	ACH Enabled: False
	Check Total:	942.40			
Vendor: 1505 120124	THE JORDAN GROUP November 2024 public affairs, mkt, pr	6,000.00	12/20/2024	Check Sequence: 92 10-01-51880	ACH Enabled: False
	Check Total:	6,000.00			
Vendor: 5423 32133	THIRD MILLENNIUM Utility bill rendering Nov2024	2,668.88	12/20/2024	Check Sequence: 93 34-01-62857	ACH Enabled: False
	Check Total:	2,668.88			
Vendor: 5313 1671	THOMAS HERRERA LANDSCAPING November grass cutting; vacant and foreclosed l	690.00	12/20/2024	Check Sequence: 94 10-13-53000	ACH Enabled: False
	Check Total:	690.00			
Vendor: 2112 ORDINV020719	THOMPSON SAFETY Confined Space Training session	1,133.00	12/20/2024	Check Sequence: 95 10-90-52000	ACH Enabled: False
ORDINV020719	Confined Space Training session	1,133.00	12/20/2024	34-01-52000	
ORDINV020719	Confined Space Training session	1,133.00	12/20/2024	34-02-52000	
	Check Total:	3,399.00			
Vendor: 3351	THOMSON REUTERS - WEST			Check Sequence: 96	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
851142781	Monthly billing	261.57	12/20/2024	10-20-60560	
	Check Total:	261.57			
Vendor: 0995 3008221819	TK ELEVATOR CORP Quarterly maint bill	1,487.16	12/20/2024	10-13-52600	ACH Enabled: False
	Check Total:	1,487.16			
Vendor: 5342 146603 146604	TRI-ANGLE SCREEN PRINT Winter jackets for inspectional staff Sweatshirts for employees	515.00 167.50	12/20/2024 12/20/2024	10-13-60600 34-01-60600	ACH Enabled: False
	Check Total:	682.50			
Vendor: 0160 104033125-1	UNITED RADIO COMMUNICATIONS Adjust audio levels & test division 20 fire voter s	696.50	12/20/2024	07-01-60400	ACH Enabled: False
	Check Total:	696.50			
Vendor: 5425 9977260250 9977260251 9979689985 9979689986 9979689986	VERIZON WIRELESS ESTB monthly charges- Oct #980431441-00001 Monthly charges for cell phone usage 911- Oct # Monthly parking meter charges for Metra- Nov # Monthly tablet charges for Admin- Nov #980431 Monthly tablet charges for Water dept- Nov #980	1,668.33 1,632.72 72.02 100.10 220.19	12/20/2024 12/20/2024 12/20/2024 12/20/2024 12/20/2024	07-01-51200 07-01-51200 41-01-65000 10-02-80300 34-01-80500	ACH Enabled: False
	Check Total:	3,693.36			
Vendor: 2511 6020294479 6020296614 6020298845 6020298846 6020300968 6020300969	VESTIS Carpet service Carpet service Carpet service Carpet service Carpet service Carpet service	199.77 199.77 131.61 199.77 131.61 199.77	12/20/2024 12/20/2024 12/20/2024 12/20/2024 12/20/2024 12/20/2024	10-13-52800 10-13-52800 10-20-52600 10-13-52800 10-20-52600 10-13-52800	ACH Enabled: False
	Check Total:	1,062.30			
Vendor: 5664	VIALYTICS AMERICAS INC			Check Sequence: 102	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
INVUS0046	Smartphone rent, inventory, core (streets), maint	18,880.00	12/20/2024	10-90-82800	
	Check Total:	18,880.00			
Vendor: 1125 2024-756	VILLAGE OF ROMEOVILLE Advanced Fire officer phase 1	1,200.00	12/20/2024	10-30-52001	Check Sequence: 103 ACH Enabled: False
	Check Total:	1,200.00			
Vendor: 4957 102224	VISA - PARTNERSHIP FINANCIAL CU October expense	533.16	12/20/2024	10-20-50700	Check Sequence: 104 ACH Enabled: False
	Check Total:	533.16			
Vendor: 4685 064-F1000001003 064-F1000001023	WATERSMART SOFTWARE, INC Composition fee, Document achival, SMS gatew Composition fee, Document achival, SMS gatew	40.61 42.41	12/20/2024 12/20/2024	34-01-62860 34-01-62860	Check Sequence: 105 ACH Enabled: False
	Check Total:	83.02			
	Total for Check Run:	1,137,795.88			
	Total of Number of Checks:	105			

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 12/10/2024 - 4:20PM
 Batch: 00409.12.2024



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 2665	WILLIAM RUHL						
				336729	12/09/2024		
12022024	810.32	12/09/2024	Reimbursement for NLC airfare, transportation, p			10-01-53150	
Total for Check	810.32						
Total for 2665	810.32						
Total Checks:		810.32					

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2425-R-__

**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX ASSESSMENT
RENEWAL APPLICATION BY DIGITAL GRAND AVENUE, LLC FOR AN
INDUSTRIAL FACILITY LOCATED AT 9333, 9355 AND 9377 WEST GRAND
AVENUE, VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

RESOLUTION NUMBER 2425-R-___

**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX ASSESSMENT
RENEWAL APPLICATION BY DIGITAL GRAND AVENUE, LLC FOR AN
INDUSTRIAL FACILITY LOCATED AT 9333, 9355 AND 9377 WEST GRAND
AVENUE, VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

WHEREAS, Digital Grand Avenue, LLC (the "*Applicant*") is the owner of an industrial property commonly known as 9333 West Grand Avenue, Franklin Park, Illinois; 9355 West Grand Avenue Franklin Park, Illinois; and 9377 West Grand Avenue, Franklin Park, Illinois, and hereinafter legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the "*Property*"); and

WHEREAS, Applicant requested that the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") support and consent to the

renewal of its Cook County Class 6B Real Estate Tax Assessment Classification for the Property, as said term is defined in the Classification Ordinance (the "*Class 6B Tax Assessment Classification*"); and

WHEREAS, the Applicant has filed with the Village an Economic Disclosure Statement, as defined in, and required by the Classification Ordinance; and

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

WHEREAS, the Corporate Authorities find that the renewal of the Class 6B Tax Assessment Classification for the Property is necessary for the industrial development to remain viable on the Property in accordance with the terms and conditions of this Resolution and the Agreement, as herein defined; and

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

WHEREAS, the Corporate Authorities hereby request that the President and Cook County Board of Commissioners of the County of Cook concur with the findings of the Village to approve the renewal application for the Class 6B Tax Assessment Classification for the Property.

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

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. Subject to the conditions set forth in Section 3 herein, the Corporate Authorities support and consent to the renewal of the Class 6B Tax Assessment Classification for the Property, which is legally described on Exhibit A, and find that without the renewal of the Class 6B Tax Assessment Classification, the Applicant will not be able to maintain the economic viability of the industrial campus and potential future expansion on the Property, which will not only hinder further development efforts in the area surrounding the Property but will thwart efforts of economic expansion within the Village.

Section 3. That it is in the best interest of the Village to enter into the *Property Tax Assessment Classification Agreement*, a copy of which is attached hereto and made a part hereof as Exhibit B (the "*Agreement*"); and that the Agreement is hereby authorized and approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Director of Economic Development or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

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

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

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

Section 7. This Resolution shall be in full force and effect upon the last to occur:

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

(Intentionally Left Blank)

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

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL J. ARELLANO
 VILLAGE CLERK

Exhibit A

Legal Description

Commonly Known as 9333, 9355 and 9377 West Grand Avenue, Franklin Park, Illinois 60131

Permanent Index Numbers (PINs): 12-27-302-005-0000, 12-27-302-007-0000, 12-27-302-008-0000, 12-27-302-013-0000, and 12-27-302-014-0000.

Exhibit B
Agreement

THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

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

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT BETWEEN
THE VILLAGE OF FRANKLIN PARK AND DIGITAL GRAND AVENUE, LLC
FOR THE RENEWAL OF A COOK COUNTY CLASS 6B REAL ESTATE TAX
INCENTIVE FOR PROPERTY LOCATED AT 9333, 9355 AND 9377 WEST
GRAND AVENUE, FRANKLIN PARK, ILLINOIS**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“**Agreement**”) is made this _____ day of December 2024 (“**Execution Date**”), by and between the **Village of Franklin Park**, an Illinois municipal corporation (“**Village**”), and **Digital Grand Avenue, LLC**, a limited liability company (“**Owner**”).

RECITALS

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

WHEREAS, the Owner is the owner of real property that is commonly known as 9333 West Grand Avenue, Franklin Park, Illinois; 9355 West Grand Avenue Franklin Park, Illinois; and 9377 West Grand Avenue, Franklin Park, Illinois, and as legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (“**Property**”); and

WHEREAS, Owner previously obtained a Cook County Class 6B Real Estate Tax Assessment Classification (“**Cook County Class 6B Real Estate Tax Assessment Classification**”), as said term is defined in the Classification Ordinance, for the Property; and

WHEREAS, Owner has requested that the Village support and consent to the renewal of the Cook County Class 6B Real Estate Tax Assessment Classification for the Property; and

WHEREAS, the adoption of a resolution by the Village is required and must be filed by Owner with its renewal application with the County of Cook in order for the Property to maintain

its Cook County Class 6B Tax Assessment Classification; and

WHEREAS Owner shall continue to maintain occupancy of the existing structures on the Property, undertake all necessary maintenance and repairs to the existing structures and Property and exiting structures and Property shall at all times comply with all Village rules, regulations, orders, codes, ordinances, resolutions, requirements and building and zoning regulations throughout the Term of this Agreement (“**Project**”); and

WHEREAS, the Village incurs the cost of government responsibilities and duties, including providing services to its residents, businesses and property owners to ensure their health, safety and welfare, including but not limited to police, fire and paramedic emergency services; infrastructure maintenance, repair and improvements to its street, water and sewer systems along with flood prevention projects; neighborhood improvement and commercial revitalization efforts which benefit the Property and its marketability regardless of the classification of the Property for assessment purposes (“**Village Services**”); and

WHEREAS, Owner and Village agree that this Agreement provides for the payment of a service fee by the Owner to the Village to help defray the cost the Village incurs for Village Services regardless of the classification of the Property; and as such a condition of the Village approving the renewal of the Cook County Class 6B Tax Assessment Classification, the Owner agrees to assist the Village with Village Services by paying to the Village Ten Million Dollars and 00/100 (\$10,000,000.00) of its saving from the renewal of the Cook County Class 6B Tax Assessment Classification for the Property (“**Village Services Reimbursement Payment**”); and

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

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

Section 1. Incorporation. Owner and Village covenant and agree that the representations, findings and recitations hereinabove set forth in the recitals are accurate and are further hereby incorporated into this Agreement as if fully stated herein.

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

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

- a. Village shall approve a resolution setting forth its consent and support of

Owner's renewal of its Cook County Class 6B Tax Real Estate Assessment Classification for the Property, which will take effect upon execution of this Agreement ("**Resolution**"). During the Term but except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the renewal of the Cook County Class 6B Tax Real Estate Assessment Classification for the Property.

- b. Village shall have no obligation to issue the Resolution to Owner until Owner has caused this Agreement to be recorded as contemplated under Section 8f. herein.

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

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided that such real estate property taxes must be paid in full when due.
- b. Owner shall cause and maintain the Property and Project in a first-class manner throughout the Term of this Agreement and in accordance with all of the provisions of this Agreement, and any and all federal, state and local laws, rules, regulations, orders, codes, resolutions, and ordinances applicable to the Property, the Project or the Owner throughout the Term of this Agreement.
- c. Notwithstanding anything contained herein to the contrary, while the renewal of the Cook County Class 6B Real Estate Tax Assessment Classification for the Property is active, pursuant to the rules and regulations of the Cook County Assessors' Office, Owner shall have the right, subject to the conditions set forth herein, to temporarily deactivate the renewal of the Cook County Class 6B Real Estate Tax Assessment Classification for the Property based on the Property being substantially vacant. Prior to petitioning the Cook County Assessor's Office as contemplated in this Section, Owner shall provide the Village with thirty (30) days prior written notice thereof together with documentation supporting the asserted substantial vacancy.
- d. Owner acknowledges that the intent behind granting the renewal of the Cook County Class 6B Real Estate Tax Assessment Classification is to ensure the Property is owned and operated by the Owner throughout the Term of this Agreement and to provide for the Project and Village Services Reimbursement Payment.
- e. Owner, or its tenant(s) shall cause and ensure that the following minimum employment numbers are based and maintained at the Property from the

Commencement Date and throughout the Term of this Agreement: forty-five (45) FTEs (defined below). An "FTE" shall mean a permanent full-time employee of the Owner or its tenant(s) based at the Property and employed to work a total of not less than 35 hours per week. Notwithstanding anything to the contrary contained herein, Owner or its tenant(s) shall retain an average for any 12-month reporting period, as set forth in Section 4di below, at least ninety percent (90%) of the forty-five (45) FTE jobs ("**Job Retention Covenant**").

- i. On each annual anniversary of the Commencement Date during the Term, Owner shall submit an annual jobs certificate to the Village certifying and evidencing Owner's or its tenant(s) compliance with Section 4e. for the preceding twelve (12) month period ("**Jobs Certificate**"). The Jobs Certificate shall certify the following: (A) employee identifiers and titles as of the end of the applicable 12-month reporting period, (B) documentation sufficient to support, to Village's reasonable satisfaction, each claimed employee, and (C) certify compliance with the Cook County Living Wage Ordinance for each such employee for the applicable 12-month reporting period.

- f. Owner shall pay the Village Services Reimbursement Payment to the Village in the amount of Ten Million Dollars and 00/100 (\$10,000,000.00) which is the agreed discounted value of the Village Services. The Village Services Reimbursement Payment shall be due in four (4) annual installments, as follows:

First Installment: May 1, 2025, One Million Dollars (\$1,000,000.00);

Second Installment: May 1, 2026, Two Million Five Hundred Thousand Dollars (\$2,500,000.00);

Third Installment: May 1, 2027, Three Million Dollars (\$3,000,000.00);
and

Fourth Installment: May 1, 2028, Three Million Five Hundred Thousand Dollars (\$3,500,000.00).

The Owner shall not be reimbursed by the Village for any portion of the Village Services Reimbursement Payment. The Owner shall not be required to pay the Village Services Reimbursement Payment, or unpaid portion thereof, unless herein specifically provided. If the renewal of the Cook County Class 6B Tax Assessment Classification is not approved by the Cook County Assessor, then the Village Services Reimbursement Payment shall not be due or paid to the Village by the Owner. If the renewal of the Cook County Class 6B Tax Assessment Classification is suspended, lost or revoked by action of the Cook County Assessor's office at the request of the Village, then any unpaid installment of the Village Services Reimbursement Payment shall not be due or

paid to the Village by the Owner. If the Property is to be sold or transferred prior to full payment of the Village Services Reimbursement Payment, then the entire balance of the Village Services Reimbursement Payment shall be immediately due and paid to the Village by the Owner, as a condition of such sale or transfer of the Property.

Section 5. Event of Default.

- a. The following shall constitute an event of default (“**Event of Default**”) by the Owner hereunder:
 - i. The failure of the Owner to perform, keep or observe, or maintain the Project, or any of the covenants, conditions, promises, agreements, or obligations of the Owner under this Agreement;
 - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
 - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
 - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within ninety (90) days after the date of filing;
 - v. The violation or breach by Owner of any law, statute, rule, or regulation of a governmental or administrative entity relating to the operation of the Property; and
 - vi. The violation of any zoning or building code regulation or requirement at the Property or failure of the Owner or any business in operation at the Property to maintain its account(s) with the Village current and in good standing.
- b. The following shall constitute an Event of Default by the Village hereunder:
 - i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements, or obligations of the Village under this Agreement.

Section 6. Remedies. Except as otherwise set forth herein, upon an Event of Default by any party, or any successor, the defaulting or breaching party (or successor) shall, upon written

notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach ("**Cure Period**"). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
 - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the renewal of the Cook County Class 6B Real Estate Tax Assessment Classification on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and absent fraud by the Owner, the Village shall not have the right to recover any property tax savings the Owner received as a result of the renewal of the Cook County Class 6B Real Estate Tax Assessment Classification on the Property for property tax years occurring prior to the Event of Default unless Owner is delinquent on any portion of the Village Services Reimbursement Payment; and
 - ii. Within five (5) business days of written demand from Village ("**Demand Notice**"), Owner covenants that it shall file all requisite documentation with the Cook County Assessor's Office relinquishing and/or voiding the renewal of the Cook County Class 6B Real Estate Tax Assessment Classification for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner's covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any Demand Notice provided pursuant to this Section 6a, Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the renewal of the Cook County Class 6B Real Estate Tax Assessment Classification on the Property occurring after the issuance of the Demand Notice.
- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein without the imposition, reimbursement or award for any damages, losses, or costs incurred by the Owner against the Village notwithstanding any other

provision herein contained.

- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

- a. Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, except to an entity directly controlling, controlled by or under common control with Owner (“**Affiliate**”) prior to the full payment of the Village Services Reimbursement Payment to the Village, without the written prior approval of the Village, which approval shall be granted or denied by the Village, in its sole discretion, within thirty (30) days of written request by the Owner.
- b. After the full payment of the Village Services Reimbursement Payment to the Village and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7b. shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing an assumption, as reasonably approved by the Village (“**Assumption**”), which Owner shall promptly cause to be recorded against the Property at the cost of Owner or its assignee. Upon receipt of the fully executed and recorded Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.
- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement or the full payment of the Village Services Reimbursement Payment, and any such transferee or assignee shall not be entitled to the rights and benefits provided for in this Agreement.

Section 8. Miscellaneous.

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.

- c. This Agreement represents the entire Agreement between the Village and Owner and supersedes any and all prior communications, representations, and understandings whether written or oral. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver, and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. During the term of this Agreement, all rights, title, and privileges herein granted, including, without limitation, all benefits and burdens set forth in Section 4 above, shall run with the land and shall be binding upon and inure to the benefit of the Village and the Owner and, hereto, their respective grantees, successors, assigns and legal representatives. Owner shall promptly cause a copy of this Agreement to be recorded against the Property at the expense of Owner. Upon the expiration of the Term, the Village and Owner shall execute and record a termination of this Agreement in the public records, if requested by either party.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner, or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois, and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum non conveniens to the conduct of any proceeding instituted hereunder. The Village and Owner hereby further waive any right to a trial by jury in any action or proceeding based upon or related to any subject matter of this Agreement. This waiver is knowingly, intentionally, and voluntarily made by each of the parties hereto and each party acknowledges to the other that neither the other party nor any person acting on its respective behalf has made any representation to induce this waiver of trial by jury or in any way to modify or nullify its effect. The parties acknowledge that they have read and understand the meaning and ramifications of this waiver provision and have elected same of their own free will.
- i. This Agreement may be executed in any number of counterparts, each of which

shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing, or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.
- k. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person or entity other than the Village and the Owner, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons or entity to either the Village or Owner, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Owner. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 9. Notice.

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

If to Village: Village of Franklin Park
9500 W. Belmont Avenue
Franklin Park, Illinois 60131
Attention: Director Community Development and Zoning

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

If to Owner: Digital Grand Avenue, LLC
Digital Realty Trust, Inc.
2323 Bryan Street, Suite 1800
Dallas, Texas 75201
Attn: Rafal Rak

With a copy to: Ryan, LLC
227 W. Monroe Street, Suite 4200
Chicago, Illinois 60606
Attn: Shawn King

- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon the parties hereto, which shall be effective for all purposes.
- c. For all purposes of this Agreement, a “business day” shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays except for United States, State of Illinois, and Village legal holidays.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the Execution Date hereinabove written.

VILLAGE:

VILLAGE OF FRANKLIN PARK, an Illinois municipal corporation

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

OWNER:

DIGITAL GRAND AVENUE, LLC, a limited liability company

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2425-R-__

**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX ASSESSMENT
APPLICATION BY DIGITAL GRAND AVENUE, LLC FOR NEW CONSTRUCTION
OF AN INDUSTRIAL FACILITY LOCATED AT 9229 WEST GRAND AVENUE,
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(PIN 12-27-302-008-0000)**

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

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

RESOLUTION NUMBER 2425-R-___

**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX ASSESSMENT
APPLICATION BY DIGITAL GRAND AVENUE, LLC FOR NEW CONSTRUCTION
OF AN INDUSTRIAL FACILITY LOCATED AT 9229 WEST GRAND AVENUE,
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(PIN 12-27-302-008-0000)**

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

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

WHEREAS, Digital Grand Avenue, LLC (the "*Applicant*") is the owner of an industrial property commonly known as 9229 West Grand Avenue, Franklin Park, Illinois, and hereinafter legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the "*Property*"); and

WHEREAS, Applicant intends to construct an approximately 130,000 square foot two-story data center with two data halls, 12MW IT capacity (185 W/SF density) and eight generator positions with one powered based building (PBB) generator on the Property, the viability of such

being dependent on the granting of a Cook County Class 6B Tax Assessment Classification, as said term is defined in the Classification Ordinance (the "*Class 6B Tax Assessment Classification*"); and

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

WHEREAS, as part of the application submitted to the Village in support of the Class 6B Tax Assessment Classification, Applicant has provided an economic disclosure statement to the Village; and

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

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

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

WHEREAS, the Corporate Authorities hereby request that the President and Cook County

Board of Commissioners of the County of Cook concur with the findings of the Village to authorize the Class 6B Tax Assessment Classification for the Property.

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

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. Subject to the conditions set forth in Section 4 herein, the Corporate Authorities support and consent to the filing of an application for a Class 6B Tax Assessment Classification for the Property, which is legally described on Exhibit A, and find that without a Class 6B Tax Assessment Classification, the Property will remain underdeveloped, underutilized, and continue to deteriorate, which will not only hinder further new development efforts in the area surrounding the Property but will thwart the efforts of Applicant to undertake its proposed new facility and expansion of its industrial campus within the Village.

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

Section 4. That it is in the best interest of the Village to enter into the *Property Tax Assessment Classification Agreement*, a copy of which is attached hereto and made a part hereof as Exhibit B (the "*Agreement*"); and that the Agreement is hereby authorized and approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Director of Economic Development

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

Section 5. The officials, officers, employees, and attorneys of the Village are hereby authorized to undertake actions on the part of the Village as contained in this Resolution and the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

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

Section 7. This Resolution shall be in full force and effect upon the last to occur:

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

(Intentionally Left Blank)

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

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL J. ARELLANO
 VILLAGE CLERK

Exhibit A

Legal Description

Commonly Known as 9229 West Grand Avenue, Franklin Park, Illinois 60131

Permanent Index Number (PIN): 12-27-302-008-0000, or portion thereof.

Exhibit B

Agreement

THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

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

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT BETWEEN
THE VILLAGE OF FRANKLIN PARK AND DIGITAL GRAND AVENUE, LLC
FOR PROPERTY LOCATED AT 9229 WEST GRAND AVENUE,
FRANKLIN PARK, ILLINOIS**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“**Agreement**”) is made this _____ day of December 2024 (“**Execution Date**”), by and between the **Village of Franklin Park**, an Illinois municipal corporation (“**Village**”), and **Digital Grand Avenue, LLC**, a limited liability company (“**Owner**”).

RECITALS

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

WHEREAS, the Owner owns an approximate 283,406 square foot parcel of real property consisting of a parking lot, parkway and a detention pond that is generally located at 9229 Grand Avenue, Franklin Park, Illinois, and as legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (“**Property**”); and

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

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

WHEREAS, Owner shall construct an approximately 130,000 square foot two-story data

center with two data halls, 12MW IT capacity (185 W/SF density) and eight generator positions with one powered based building (PBB) generator on a portion of the Property, and shall replace all required and provide such additional water detention and parking along with substantial landscaping and screening, as more specifically depicted, and set forth on Exhibit B, a copy of which is attached hereto and made a part hereof, at a total estimated cost of \$108,000,000.00 (“**Project**”); and

WHEREAS, without the Cook County Class 6B Tax Real Estate Assessment Classification for the Property, the Project would not reasonably be anticipated to proceed; and

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

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

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

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

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

- a. Village shall approve a resolution setting forth its consent and support of Owner’s activation of the Cook County Class 6B Tax Real Estate Assessment Classification for the Property, which will take effect upon execution of this Agreement (“**Resolution**”). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Cook County Class 6B Tax Real Estate Assessment Classification for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until both of the following have occurred: (i) Owner has obtained fee simple title to the Property; and (ii) Owner has caused this Agreement to be recorded as contemplated under Section 8(f) herein.

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

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided that such real estate property taxes must be paid in full when due.
- b. Owner shall redevelop the Property and cause the Project to be constructed in a first-class manner and in accordance with this Agreement, and any and all federal, state, and local laws, ordinances, resolutions rules, regulations, orders, codes, and ordinances applicable to the Project, the Property and/or the Owner. Owner shall substantially complete the Project, subject to delays from Force Majeure (defined below), on or before December 31, 2028 (“**Completion Date**”). Within ten (10) business days of the Completion Date, Owner shall provide written notice to Village of the Completion Date for its review and approval, which shall not be unreasonably withheld, delayed, or denied (“**Certificate of Substantial Completion**”). For purposes of this Agreement, “Force Majeure” shall mean an act of God, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts within the Chicagoland Area), war, civil commotion, shortages (including without limitation material and equipment shortages), or unavailability of labor, beyond the reasonable control of Owner. In no event shall a delay resulting from economic hardship, pandemic, commercial or economic frustration of purpose constitute an event caused by Force Majeure.
- c. Notwithstanding anything contained herein to the contrary, while the Cook County Class 6B Real Estate Tax Assessment Classification for the Property is active, pursuant to the rules and regulations of the Cook County Assessor’s Office, Owner shall have the right, subject to the conditions set forth herein, to temporarily deactivate the Cook County Class 6B Real Estate Tax Assessment Classification for the Property based on the Property being substantially vacant. Prior to petitioning the Cook County Assessor’s Office as contemplated in this Section, Owner shall provide the Village with thirty (30) days prior written notice thereof together with documentation supporting the asserted substantial vacancy.
- d. On the first anniversary of the Certificate of Substantial Completion date (“**Job Retention Covenant Date**”), Owner, or its tenant(s) shall cause and ensure that the following minimum employment numbers are based and maintained at the Property for the remainder of the Term: ten (10) FTEs (defined below). An “FTE” shall mean a permanent full-time employee of the Owner or its tenant(s) based at the Property and employed to work a total of not less than 35 hours per week. Notwithstanding anything to the contrary contained herein, Owner or its tenant(s) shall retain an average for any 12-month reporting period, as set forth in Section 4di below, at least ninety percent (90%) of the ten (10) FTE jobs (“**Job Retention Covenant**”).

- i. On each annual anniversary of the Job Retention Covenant Date during the Term, Owner shall submit an annual jobs certificate to the Village certifying and evidencing Owner's or its tenant(s) compliance with Section 4(d) for the preceding twelve (12) month period ("**Jobs Certificate**"). The Jobs Certificate shall certify the following: (A) employee identifiers and titles as of the end of the applicable 12-month reporting period, (B) documentation sufficient to support, to Village's reasonable satisfaction, each claimed employee, and (C) certify compliance with the Cook County Living Wage Ordinance for each such employee for the applicable 12-month reporting period.

Section 5. Event of Default.

- a. The following shall constitute an event of default ("**Event of Default**") by the Owner hereunder:
 - i. The failure of the Owner to perform, keep or observe, or maintain the Project, or any of the covenants, conditions, promises, agreements, or obligations of the Owner under this Agreement;
 - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
 - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
 - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within ninety (90) days after the date of filing;
 - v. The violation or breach by Owner of any law, statute, rule, or regulation of a governmental or administrative entity relating to the operation of the Property; and
 - vi. The violation of any zoning or building code regulation or requirement at the Property or failure of the Owner or any business in operation at the Property to maintain its account(s) with the Village current and in good standing.
- b. The following shall constitute an Event of Default by the Village hereunder:

- i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements, or obligations of the Village under this Agreement.

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

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

its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein without the imposition, reimbursement or award for any damages, losses, or costs incurred by the Owner against the Village notwithstanding any other provision herein contained.

- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

- a. Prior to the approval of the Certificate of Substantial Completion, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, except to an entity directly controlling, controlled by or under common control with Owner (“Affiliate”), without the written prior approval of the Village, which approval shall be granted or denied by the Village, in its sole discretion, within thirty (30) days of written request by the Owner.
- b. After approval of the Certificate of Substantial Completion by the Village and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7b shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing an assumption, as reasonably approved by the Village (“Assumption”), which Owner shall promptly cause to be recorded against the Property at the cost of Owner or its assignee. Upon receipt of the fully executed and recorded Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.
- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for in this Agreement.

Section 8. Miscellaneous.

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or

effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.

- c. This Agreement represents the entire Agreement between the Village and Owner and supersedes any and all prior communications, representations, and understandings whether written or oral. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver, and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. During the term of this Agreement, all rights, title, and privileges herein granted, including, without limitation, all benefits and burdens set forth in Section 4 above, shall run with the land and shall be binding upon and inure to the benefit of the Village and the Owner and, hereto, their respective grantees, successors, assigns and legal representatives. Promptly after Owner's acquisition of the Property, Owner shall cause a copy of this Agreement to be recorded against the Property at the expense of Owner. Upon the expiration of the Term, the Village and Owner shall execute and record a termination of this Agreement in the public records, if requested by either party.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner, or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois, and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum non conveniens to the conduct of any proceeding instituted hereunder.
- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing, or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

Section 9. Notice.

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

If to Village: Village of Franklin Park
9500 W. Belmont Avenue
Franklin Park, Illinois 60131
Attention: Director Community Development and Zoning

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

If to Owner: Digital Grand Avenue, LLC
Digital Realty Trust, Inc.
2323 Bryan Street, Suite 1800
Dallas, Texas 75201
Attn: Rafal Rak

With a copy to: Ryan, LLC
227 W. Monroe Street, Suite 4200
Chicago, Illinois 60606
Attn: Shawn King

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

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date hereinabove written.

VILLAGE:

VILLAGE OF FRANKLIN PARK, an Illinois municipal corporation

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

OWNER:

DIGITAL GRAND AVENUE, LLC, a limited liability company

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-VC-_____

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, AMENDING SECTION 9-11-6 OF THE ZONING CODE REGARDING ON-
STREET PARKING CREDITS (ZBA: 24-12)**

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

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

ORDINANCE NUMBER 2425-VC- _____

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, AMENDING SECTION 9-11-6 OF THE ZONING CODE REGARDING ON-
STREET PARKING CREDITS (ZBA: 24-12)

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

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

WHEREAS, a text amendment application, ZBA 24-12, has been submitted by the Village requesting an amendment to Sections 9-11-6 of the Zoning Code regarding on-street parking credits for properties within the C-4 District adjacent to Franklin Avenue (the “*Proposed Amendment*”); and

WHEREAS, the Zoning Board of Appeals held a public hearing on December 4, 2024, as to whether the Proposed Amendment should be approved, at which time all persons present were afforded an opportunity to be heard; and

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

WHEREAS, the Zoning Board of Appeals has filed its findings of fact and recommendations that the Proposed Amendment be granted, and the Corporate Authorities have

duly considered said findings of fact and recommendations; and

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

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

Section 1. The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

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

Section 3. Section 9-11-6 ("*Parking flexibilities*") of Chapter 11 ("*Off-Street Parking & Loading*") of Title 9 ("*Zoning Ordinance*") is hereby amended by adding the underlined language to read as follows:

9-11-6. – Parking flexibilities

* * *

B. *Parking credits.* Vehicular parking standards may be reduced by achieving the following credits.

1. *On-street parking credits in all commercial and downtown districts only.*

* * *

f. For properties within the C-4 District adjacent to Franklin Avenue only. With approval of the Zoning Administrator, each on-street public parking space on Franklin Avenue located within two-hundred fifty (250) feet of the front lot line may be counted toward one parking credit of required off-street parking spaces.

* * *

Section 4. All sections of the Franklin Park Zoning Ordinance not addressed in this Ordinance, or another amending ordinance shall remain in full force and effect.

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

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

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

(Intentionally Left Blank)

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

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-___

**THE ANNUAL TAX LEVY ORDINANCE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS, FOR THE FISCAL YEAR
BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025**

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

IRENE AVITIA
JOHN JOHNSON
GIL HAGERSTROM
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 2425-G-__

**THE ANNUAL TAX LEVY ORDINANCE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS, FOR THE FISCAL YEAR
BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025**

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

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

Section 1. That the above recital is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. This Ordinance is and shall be designated as "*The Annual Tax Levy Ordinance of the Village of Franklin Park, Cook County, Illinois for the Fiscal Year Beginning May 1, 2024 and Ending April 30, 2025.*"

Section 3. The total amount of appropriations for all corporate purposes, legally made to be collected from the property tax levy of the current year is ascertained to be the sum of \$16,734,514.

Section 4. The purpose of which appropriations are made, and the amount appropriated for each purpose, respectively, to be collected for the Tax Levy of the current year are, as follows (see attached insert):

(Intentionally Left Blank)

VILLAGE OF FRANKLIN PARK
ANNUAL LEVY ORDINANCE
FISCAL YEAR BEGINNING MAY 1, 2024
AND ENDING APRIL 30, 2025

	APPROPRIATION	OTHER SOURCES	LEVY
ADMINISTRATION			
Salaries & Wages	211,857	111,857	100,000
Salary Village President	67,500	67,500	
Salary Liquor Commissioner	22,500	22,500	
Salary Village Trustees	90,000	90,000	
Salary Village Treasurer	25,625	25,625	
Compensation for Overtime	2,750	2,750	
Municipal Share IMRF	137,500	37,500	100,000
Municipal Share Social Security	198,000	68,000	130,000
Municipal Share Medicare	198,000	198,000	
Flexible Spending Card	4,400	4,400	
Purchase of Office Supplies	16,500	16,500	
Postage Meter Maintenance	6,600	6,600	
Postage	13,750	13,750	
Subscriptions/Periodicals	1,650	1,650	
Printing of Forms	3,300	3,300	
Citizen Outreach	165,000	165,000	
Community Support	2,200	2,200	
Personnel Training	3,300	3,300	
Meeting Attendance	3,300	3,300	
Village Officials Expense Report	5,500	5,500	
Professional Memberships	13,750	13,750	
Reimburse Employees for Travel	8,800	8,800	
Miscellaneous Expense	1,100	1,100	
Bank Fees	550	550	
Credit Card Fees	49,500	49,500	
Membership Dues West Central	18,700	18,700	
Professional Financial Service	115,500	115,500	
Transfer Out	4,576,000	4,576,000	
ADMINISTRATION TOTAL	5,963,132	5,633,132	330,000
INFORMATION TECHNOLOGY			
Salaries & Wages	290,907	215,907	75,000
Purchase of Office Supplies	550	550	
Repairs/Office Equipment	6,600	6,600	
Professional Services	24,200	24,200	
Telephone Service Charges	203,500	108,500	95,000
Software and Renewal License	225,500	200,500	25,000
Website Maintenance	6,600	6,600	
Training	5,500	5,500	
Offsite Backup Storage	11,000	11,000	
Community Camera System	33,000	33,000	
Purchase of Computers	11,000	11,000	
Hardware Leasing	33,000	33,000	
Purchase of Hardware	60,500	60,500	
Cell Phones	55,000	55,000	
Upgrade Finance Accounting Software	38,500	38,500	
INFORMATION TECHNOLOGY TOTAL	1,005,357	810,357	195,000

VILLAGE OF FRANKLIN PARK
ANNUAL LEVY ORDINANCE
FISCAL YEAR BEGINNING MAY 1, 2024
AND ENDING APRIL 30, 2025

	APPROPRIATION	OTHER SOURCES	LEVY
COMMUNITY/ECONOMIC DEVELOPMENT			
Salaries & Wages	398,082	308,082	90,000
Outside Printing	2,750	2,750	
Planning/Records Research	1,650	1,650	
GIS Software & Data	5,500	5,500	
Professional & Local Meetings	2,750	2,750	
Professional Services	33,000	33,000	
Subscriptions/Periodicals	1,100	1,100	
Promotional Activities	11,000	11,000	
Personnel Training Non-Sworn	1,650	1,650	
Due/Prof Organizations	5,500	5,500	
Reimburse Employees for Travel	2,750	2,750	
Legal Notices - Plan & Zone BD	5,500	5,500	
Lobbyist	171,600	171,600	
Purchase of Office Equipment	550	550	
Engineering Expense	5,500	5,500	
Professional Services- Land Acquisition	55,000	55,000	
Land Acquisition	220,000	220,000	
Land Improvements	550,000	550,000	
COMMUNITY/ECONOMIC DEVELOPMENT TOTAL	1,473,882	1,383,882	90,000
BUILDING DEPARTMENT			
Salaries & Wages	963,923	818,923	145,000
Village Adjudication	19,800	19,800	
Compensation for Overtime	19,800	19,800	
Maint of Vehicular Equipment	16,500	16,500	
Fuel for Vehicular Equipment	5,500	5,500	
Purchase of Office Supplies	2,200	2,200	
Maintenance of Generator	1,650	1,650	
Technical Books & Code Books	3,850	3,850	
Printing of Forms	2,200	2,200	
Personnel Training and Travel	7,700	7,700	
Due/Prof Organizations	3,300	3,300	
Janitorial Supplies	3,300	3,300	
Professional Services	27,500	27,500	
Municipal Building Utilities	3,850	3,850	
Maint of Municipal Property	44,000	4,000	40,000
Maintenance Village Hall	38,500	38,500	
Third Party Review	11,000	11,000	
Inspection Supplies	2,750	2,750	
Foreclosure Related Expenses	11,000	11,000	
Emergency Boardup & Maintenance	3,850	3,850	
Contract for Elevator Inspection	5,500	5,500	
Uniform Rental/Purchase	1,650	1,650	
License & Permit Refunds	1,100	1,100	
Sustainable Energy	7,150	7,150	
BUILDING DEPARTMENT TOTAL	1,207,573	1,022,573	185,000

VILLAGE OF FRANKLIN PARK
ANNUAL LEVY ORDINANCE
FISCAL YEAR BEGINNING MAY 1, 2024
AND ENDING APRIL 30, 2025

	APPROPRIATION	OTHER SOURCES	LEVY
CLERK'S OFFICE			
Salaries & Wages	135,065	115,065	20,000
Purchase of Flags	770	770	
Stationery	1,100	1,100	
Subscriptions/Periodicals	220	220	
Publication Municipal Code & Ordinances	16,500	16,500	
Publishing Legal Notices	17,600	17,600	
Personnel Training Non-Sworn	4,400	4,400	
Due/Prof Organizations	2,970	2,970	
FOIA Response System	4,400	4,400	
Record Management	3,850	3,850	
Purchase of Office Equipment	5,500	5,500	
CLERK'S OFFICE TOTAL	192,375	172,375	20,000
HEALTH & HUMAN RESOURCES DEPARTMENT			
Salaries & Wages	233,882	183,882	50,000
Fuel for Vehicular Equipment	1,650	1,650	
Supplies/Cards	3,080	3,080	
Postage	220	220	
Advertising	2,750	2,750	
Payroll Service	47,520	32,520	15,000
Personnel Training Non-Sworn	3,850	3,850	
Pur Educational Material	9,460	9,460	
Reimburse Employees for Travel	5,500	5,500	
Professional Services	7,464	7,464	
Miscellaneous Expense	550	550	
Background Checks	550	550	
First Aid Replenishment	770	770	
Employee Benefit Programs	4,400	4,400	
Exterminating Services Contract	33,000	33,000	
Social Events Senior Citizens	11,000	11,000	
Snow Plowing Program	17,600	17,600	
Senior Grass Cutting Program	77,220	77,220	
HEALTH & HUMAN RESOURCES DEPARTMENT TOTAL	460,466	395,466	65,000
LIABILITY INSURANCE			
Liability Insurance	605,000	90,000	515,000
Claim Payments	27,500	27,500	
Workmen's Compensation Insurance	357,500	17,500	340,000
Professional Services	13,200	13,200	
Unemployment Insurance	5,500	5,500	
LIABILITY INSURANCE TOTAL	1,008,700	153,700	855,000
ACCOUNTING SERVICES			
Audit Expense	60,500	5,500	55,000
ACCOUNTING SERVICES TOTAL	60,500	5,500	55,000

VILLAGE OF FRANKLIN PARK
ANNUAL LEVY ORDINANCE
FISCAL YEAR BEGINNING MAY 1, 2024
AND ENDING APRIL 30, 2025

	APPROPRIATION	OTHER SOURCES	LEVY
CROSSING GUARDS			
Salary Crossing Guards	82,500	82,500	
CROSSING GUARDS TOTAL	82,500	82,500	0
POLICE AND FIRE COMMISSION			
Fire/Police Commissioners	3,300	3,300	
Secretary Fire and Police	1,650	1,650	
Seminar Expense	550	550	
Employee Screening	16,500	16,500	
Miscellaneous Expense	550	550	
Police Testing	8,250	8,250	
Fire Testing	8,250	8,250	
POLICE AND FIRE COMMISSION TOTAL	39,050	39,050	0
STREET LIGHTING			
Electricity Street & Alley Lighting	33,000	33,000	
Maint of Street & Alley Lighting	71,500	71,500	
STREET LIGHTING TOTAL	104,500	104,500	0
HEALTH INSURANCE			
Employee Screening Expense	5,500	5,500	
Miscellaneous Expense	19,250	19,250	
Payment Short Term Disability	68,750	68,750	
Payment Dental Premium	181,500	181,500	
Payment in Lieu of Medical Insurance	27,500	27,500	
Employee Assistance Program	3,300	3,300	
Health Insurance	2,915,000	2,237,121	677,879
HEALTH INSURANCE TOTAL	3,220,800	2,542,921	677,879
LEGAL			
Groundwater Ordinance	11,000	11,000	
Legal Fees	550,000	500,000	50,000
Comp Village Prosecutor	52,800	52,800	
LEGAL TOTAL	613,800	563,800	50,000
Corporate Total	15,432,635	12,909,756	2,522,879
POLICE DEPARTMENT			
Salaries & Wages	6,054,733	2,527,233	3,527,500
Village Adjudication	22,000	22,000	
Compensation for OT - Union	385,000	280,000	105,000
Compensation for Sick Pay	82,500	82,500	
Compensation for Holidays	290,400	290,400	
Compensation for Degrees	3,850	3,850	
Uniform Allowance	42,653	42,653	
Fuel for Vehicular Equipment	154,000	154,000	
Maint of Vehicular Equipment	165,000	165,000	
Purchase of Office Supplies	13,200	13,200	

VILLAGE OF FRANKLIN PARK
ANNUAL LEVY ORDINANCE
FISCAL YEAR BEGINNING MAY 1, 2024
AND ENDING APRIL 30, 2025

	APPROPRIATION	OTHER SOURCES	LEVY
RedSpeed Service Fees, Etc.	275,000	275,000	
Repairs/Office Equipment	7,150	7,150	
Stationery	110	110	
Education Reimbursement	5,500	5,500	
Personnel Training - Sworn	55,000	55,000	
Grant Writing Consultant	8,800	8,800	
Due/Prof Organizations	5,500	5,500	
Heating	13,200	13,200	
Police Building Maintenance	137,500	137,500	
Firing Range Maint	24,200	24,200	
Protective Vests	22,000	22,000	
K-9 Expenses	22,000	22,000	
Miscellaneous Expense	1,100	1,100	
Safety Program	4,400	4,400	
NIPAS	16,500	16,500	
Equipment Traffic Enforcement	27,500	27,500	
Police Equipment (Non Enforce)	1,100	1,100	
Repairs of Police Equipment	5,500	5,500	
Norcomm Records Contract	245,105	170,105	75,000
Investigation Program	10,450	10,450	
Temp Police Uniform Expense	5,500	5,500	
Uniform Replace/Damaged on Duty	770	770	
Ammunition Supplies	22,000	22,000	
Prisoners Food	3,300	3,300	
Kennel House Captured Animals	1,100	1,100	
Purchase of Evidence Equipment	11,000	11,000	
Body Removal	5,500	5,500	
Court Compensation	2,750	2,750	
Purchase of Vehicles	220,000	220,000	
Software Lease Payments	33,000	33,000	
Purchase of Office Equipment	5,500	5,500	
Compensated Balance - Paid Out	110,000	110,000	
POLICE DEPARTMENT TOTAL	8,521,371	4,813,871	3,707,500
COMMUNICATIONS			
Norcomm	907,951	907,951	
COMMUNICATIONS TOTAL	907,951	907,951	0
FIRE DEPARTMENT			
Salaries & Wages	4,647,189	1,217,189	3,430,000
Uniform Maintenance	11,825	11,825	
Retirement Payout	27,500	27,500	
Compensation for OT - Union	550,000	497,500	52,500
Compensation for Sick Pay	66,000	66,000	
Compensation for Holidays	127,600	127,600	
Compensation for Degrees	2,750	2,750	
Uniform Allowance	27,500	27,500	
Maint Repair Vehicular Equip	8,800	8,800	

VILLAGE OF FRANKLIN PARK
ANNUAL LEVY ORDINANCE
FISCAL YEAR BEGINNING MAY 1, 2024
AND ENDING APRIL 30, 2025

	APPROPRIATION	OTHER SOURCES	LEVY
Maint Repair Vehicle Equip/non-FM	137,500	137,500	
Fuel for Vehicular Equipment	61,600	61,600	
Air Pack Maintenance	11,000	11,000	
Computer Programs P.C.	33,000	33,000	
Purchase of Radios	2,200	2,200	
Postage	275	275	
Subscriptions/Periodicals	220	220	
Personnel Training - Sworn	44,000	44,000	
Due/prof Organizations	1,650	1,650	
Paramedic/EMT Licensure	550	550	
Public Education	6,600	6,600	
Heating	11,000	11,000	
Physicals	3,850	3,850	
Grant Writing Consultant	7,700	7,700	
Miscellaneous Expense	3,300	3,300	
Purchase Fire Hose	5,500	5,500	
Fire Station Furniture	2,200	2,200	
Fire Station Supplies	19,800	19,800	
Maint & Repair Fire Station 1	22,000	22,000	
Maint & Repair Fire Station 2	49,500	49,500	
Maint & Repair Fire Station 3	5,500	5,500	
Pur HazMat Materials	5,500	5,500	
Paramedic Ambulance Service Contract	33,000	33,000	
EMT Payment	990,000	990,000	
EMS CHARTS Loyola	3,300	3,300	
Mabas Agreement	7,700	7,700	
Turnout Uniform	44,000	44,000	
Reverse 911 Charges	7,700	7,700	
Interest Equipment Financing	21,260	21,260	
Lease Payments for Ambulance	34,758	34,758	
Lease Payments for Ladder Truck	58,881	58,881	
Tools And Equipment	11,000	11,000	
Purchase of Office Equipment	2,200	2,200	
Pur Paramedic Equipment	19,800	19,800	
Firehouse Improvements	77,000	77,000	
FIRE DEPARTMENT TOTAL	7,214,208	3,731,708	3,482,500
STREET DEPARTMENT			
Salaries & Wages	1,341,669	945,034	396,635
Compensation for Overtime	247,500	197,500	50,000
Maint of Vehicular Equip/FM	110,000	110,000	
Maint of Vehicle Equip/Street Dept.	4,400	4,400	
Fuel for Vehicular Equipment	82,500	82,500	
Subscriptions/Periodicals	550	550	
Purchase of Office Equipment	4,400	4,400	
Repairs/Office Equipment	1,100	1,100	
Stationery	1,100	1,100	
Personnel Training Non-Sworn	6,600	6,600	

VILLAGE OF FRANKLIN PARK
ANNUAL LEVY ORDINANCE
FISCAL YEAR BEGINNING MAY 1, 2024
AND ENDING APRIL 30, 2025

	APPROPRIATION	OTHER SOURCES	LEVY
Due/Prof Organizations	5,500	5,500	
Repaving Village Parking Lots	27,500	27,500	
Uniform Rental/Purchase	11,000	11,000	
Equipment for Perishable	8,800	8,800	
Vehicle/Vending Stickers	25,300	25,300	
Maint Village Garage	55,000	55,000	
Maint Public Right of Way	275,000	225,000	50,000
Maint Street Signs	66,000	66,000	
Purchase of Stone	11,000	11,000	
Purchase of Dirt	5,500	5,500	
Supplies (Non-Durable)	15,400	15,400	
Service/Contract Traffic Signals	49,500	49,500	
Planting	22,000	22,000	
Tree Planting on Parkways	55,000	55,000	
Tree Removal	38,500	38,500	
Tree Trimming	55,000	55,000	
Equipment Rental	16,500	16,500	
Repairs to Non-Vehicular Equipment	16,500	16,500	
Heating/Gas	4,400	4,400	
Bridge Maintenance	110,000	110,000	
Interest Equipment Financing	2,649	2,649	
Veterans Memorial	8,800	8,800	
Purchase of Vehicular Equipment	247,500	247,500	
Lease Payments	107,975	107,975	
Pur Street Maint Equipment	55,000	55,000	
Pavement Preservation	165,000	165,000	
Engineering Expense	275,000	225,000	50,000
Turf & Landscaping Maintenance	82,500	82,500	
Demolition	330,000	330,000	
Historic Preservation Program	5,500	5,500	
Salt Dome	16,500	16,500	
Park Franklin and Schiller	5,500	5,500	
Fuel Station	22,000	22,000	
STREET DEPARTMENT TOTAL	3,997,143	3,450,508	546,635
FIRE FIGHTERS PENSION			
General Expense Pension	3,878,061	678,061	3,200,000
FIRE FIGHTERS PENSION TOTAL	3,878,061	678,061	3,200,000
POLICE PENSION			
General Expense Pension	3,867,646	592,646	3,275,000
POLICE PENSION TOTAL	3,867,646	592,646	3,275,000
TOTALS	43,819,015	27,084,501	16,734,514

VILLAGE OF FRANKLIN PARK
ANNUAL LEVY ORDINANCE
FISCAL YEAR BEGINING MAY 1, 2024
AND ENDING APRIL 30, 2025

RECAPITULATION

<u>FUND</u>	<u>2024 TAX LEVY</u>
CORPORATE	\$ 2,522,879
POLICE PROTECTION	3,707,500
FIRE PROTECTION	3,482,500
STREET & BRIDGE	546,635
FIRE FIGHTERS PENSION	3,200,000
POLICE PENSION	<u>3,275,000</u>
COMBINED TOTAL	<u><u>\$ 16,734,514</u></u>

Section 5. There is hereby approved and certified to the County Clerk of Cook County, Illinois, the several sums aforesaid, constituting the total amount of \$16,734,514 which said total amount the Village of Franklin Park, Cook County, Illinois requires to be raised by taxation for the current fiscal year May 1, 2024 to April 30, 2025 of said Village, and the Village Clerk is hereby directed to file within the time required by law, a certified copy of this Ordinance and also to certify within said mentioned time to said County Clerk the total amount required to be raised by taxation; as aforesaid, in accordance with the provision of the revenue laws of the State of Illinois.

Section 6. In the event that the Cook County Clerk is required to implement a Clerk's Reduction Factor in order to comply with the Property Tax Extension Limiting Law Limiting Rate, the County Clerk is hereby authorized and directed to apply such reduction to the tax levy for the Corporate Fund.

Section 7. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

Section 9. This Ordinance is declared to be urgent and necessary for the immediate preservation of public peace, health and safety of the general public and shall, therefore, take effect and be in full force immediately upon its passage and approval by the Village President.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this 16th day of December 2024, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this 16th day of December 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

TRUTH IN TAXATION

CERTIFICATE OF COMPLIANCE

I, Barrett Pedersen, hereby certify that I am the presiding officer of the Village of Franklin Park, Cook County, Illinois, and as such presiding officer I certify that the tax levy ordinance, Ordinance Number 2425-G-____, for the fiscal year commencing May 1, 2024 and ending April 30, 2025, a copy of which is attached hereto, as adopted pursuant to, and in all respects in compliance with, the applicable provisions of Division 2 of Article 18 of the Illinois Property Tax Code, entitled "*Truth in Taxation*," including any applicable estimate, notice and hearing requirements of Sections 18-60 through 18-85 (35 ILCS 200/18-60 through 18-85).

Date: December 16th, 2024

Village of Franklin Park

By:

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-Z-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS, GRANTING A VARIANCE TO ALLOW A REDUCED REAR
YARD SETBACK FOR A BUILDING IN THE I-2 GENERAL INDUSTRIAL DISTRICT
(ZBA 24-11: 11010 ADDISON AVENUE)**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 12/16/24
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2425-Z-__

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, GRANTING A VARIANCE TO ALLOW A REDUCED REAR YARD SETBACK FOR A BUILDING IN THE I-2 GENERAL INDUSTRIAL DISTRICT (ZBA 24-11: 11010 ADDISON AVENUE)

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

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, *et seq.*, of the Illinois Municipal Code by adopting the Franklin Park Zoning Ordinance in 1974 (Ord. 7475 Z-10), as amended from time to time (the "*Zoning Code*"); and

WHEREAS, a variance application, ZBA 24-11, has been submitted to the Village by Mistica Foods, LLC (the "*Applicant*"), as contract purchaser of the Property described below, in connection with its plan to construct a new 32-foot tall food storage freezer (the "*Freezer*") at the property commonly known as 11010 Addison Avenue, Franklin Park, Illinois, as legally described in Exhibit A attached hereto and made a part hereof (the "*Property*"); and

WHEREAS, the Applicant seeks a variance to allow the Freezer to be located only 3 feet, 6 inches from the rear property line (the "*Proposed Variance*"), which is 15 feet less than the required rear setback for this Property as provided in the Zoning Code; and

WHEREAS, the Zoning Board of Appeals held a public hearing on December 4, 2024, on whether the Proposed Variance should be approved, at which time all persons present were

afforded an opportunity to be heard; and

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

WHEREAS, the Zoning Board of Appeals has filed its findings of fact and recommendations that the Proposed Variance be granted, and the Corporate Authorities have duly considered said findings of fact and recommendations; and

WHEREAS, the Corporate Authorities have determined, in the best interest of the health, safety and welfare of the residents of the Village, to grant the Proposed Variance subject to the conditions identified herein.

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

Section 1. The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The President and the Board of Trustees hereby adopt by reference the findings of fact of the Zoning Board of Appeals as findings of the President and the Board of Trustees as if completely set forth herein. All exhibits submitted at the aforesaid public hearings are also incorporated by reference into this Ordinance.

Section 3. In addition to the findings set forth in Section 2 hereof, the President and the Board of Trustees further finds in relation to the Proposed Variance as follows:

1. The strict application of the terms of the Zoning Code will result in hardship unless the Proposed Variance is granted;
2. The particular physical surroundings, shape, or topographical conditions of the Property imposes a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be

carried out;

3. The plight of the Applicant is due to unique circumstances that do not apply to a majority of adjoining or nearby property and is not a self-created hardship;
4. The relief requested is the minimum necessary to eliminate the hardship; and
5. The Proposed Variance, if granted, will not alter the essential character of the locality.

Section 4. That the Proposed Variance, set forth herein, is granted for the Property, which is commonly known as 11010 Addison Avenue, Franklin Park, Illinois, and is legally described on Exhibit A attached hereto and made a part hereof. The Property is currently zoned within the I-2 General Industrial District, which zoning classification shall remain in effect subject to the following variation which is granted hereby:

1. A variance to permit the construction of a 32-foot food storage freezer up to 3'6" from the rear line of the Property, reducing the required rear setback by 15 feet.

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

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

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

(Intentionally Left Blank)

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

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL J. ARELLANO
 VILLAGE CLERK

Exhibit A

Legal Description

COMMONLY KNOWN AS: 11010 Addison Avenue, Franklin Park, IL 60131

PERMANENT INDEX NUMBERS: 12-27-300-044-0000, 12-27-300-051-0000

PARCEL 1:

THAT PART OF THE WEST 1/2 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 20 (SAID CORNER BEING 2642.42 FEET NORTH OF THE SOUTHWEST CORNER THEREOF); THENCE SOUTH 89 DEGREES 22 MINS 47 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 50.0 FEET TO THE EAST LINE OF WOLF ROAD; THENCE SOUTH 0 DEGREES 0 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF WOLF ROAD, A DISTANCE OF 210.04 FEET TO THE NORTHERLY LINE OF ADDISON STREET; THENCE SOUTH 61 DEGREES 16 MINUTES 08 SECONDS EAST ALONG SAID NORTHERLY STREET LINE, A DISTANCE OF 1037 FEET TO THE POINT OF BEGINNING OF LAND TO BE DESCRIBED; THENCE NORTH 28 DEGREES 43 MINS 52 SECONDS EAST FOR A DISTANCE OF 220.0 FEET; THENCE SOUTH 61 DEGREES 16 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 30.0 FEET; THENCE SOUTH 70 DEGREES 43 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 121.82 FEET TO THE SOUTHERLY LINE OF RAILROAD RIGHT OF WAY; THENCE SOUTH 61 DEGREES 16 MINS 08 SECONDS EAST A DISTANCE OF 139.0 FEET; THENCE NORTH 70 DEGREES 43 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 121.66 FEET; THENCE SOUTH 28 DEGREES 43 MINS 52 SECONDS WEST FOR A DISTANCE OF 220.0 FEET TO THE NORTHERLY LINE OF ADDISON STREET, AFORESAID; THENCE NORTH 61 DEGREES 16 MINS 08 SECONDS WEST FOR A DISTANCE OF 169.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SAID SECTION 20 (SAID CORNER BEING 2642.42 FEET NORTH OF THE SOUTHWEST CORNER THEREOF); THENCE SOUTH 89 DEGREES 22 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 50.0 FEET TO THE EAST LINE OF WOLF ROAD; THENCE SOUTH 0 DEGREES, 0 MINS, 47 SECONDS EAST ALONG THE EAST LINE OF WOLF ROAD, A DISTANCE OF 210.04 FEET TO THE NORTHERLY LINE OF ADDISON STREET; THENCE SOUTH 61 DEGREES 16 MINUTES 08 SECONDS EAST ALONG SAID NORTHERLY STREET LINE, A DISTANCE OF 1206.0 FEET TO THE POINT OF BEGINNING OF LAND TO BE DESCRIBED; THENCE NORTH 28 DEGREES 43 MINS 52 SECONDS EAST, A DISTANCE OF 220.0 FEET; THENCE SOUTH 70 DEGREES 43 MINS 52 SECONDS EAST A DISTANCE OF 121.66 FEET TO A POINT IN THE SOUTHERLY LINE OF THE RAILROAD RIGHT OF WAY, THENCE SOUTH 61 DEGREES 16 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 286.90 FEET; THENCE SOUTH 59 DEGREES 50 MINS 12 SECONDS EAST A DISTANCE OF 31.05 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF RAILROAD RIGHT OF WAY, BEING A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 399.06 FEET, FOR A DISTANCE OF 85.28 FEET, TO A POINT OF ANGENCY; THENCE CONTINUING WESTERLY ALONG SAID RIGHT OF WAY LINE, BEING A LINE TANGENT TO THE LAST DESCRIBED CURVE, FOR A DISTANCE OF 303.35 FEET; THENCE NORTH 61 DEGREES 16 MINS 08 SECONDS WEST FOR A DISTANCE OF 132.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.