

Online Village Council March 12, 2021 ZOOM Meeting at 7PM

in Response to COVID-19

Join Meeting ONLINE or CALL-IN -Observe live ZOOM meeting

<https://us02web.zoom.us/j/84273359744?pwd=T0NFWHMrRnpBcGIDYVdxdkpYNzgvZz09>

or Call-in (+1 312 626 6799, Webinar ID: 842 7335 9744, Password: 427689)

VILLAGE OF FOREST PARK REGULAR COUNCIL MEETING AGENDA Monday, April 12, 2021 *Observe live ZOOM meeting (Online or Call-in)*

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES:

- Approval of the Minutes from the March 20, 2021 Special Meeting of the Council
- Approval of the Minutes from the March 20, 2021 Closed Session Meeting of the Council
- Approval of the Minutes from the March 22, 2021 Regular Meeting of the Council
- Approval of the Minutes from the March 27, 2021 Special Meeting of the Council
- Approval of the Minutes from the March 27, 2021 Closed Session Meeting of the Council
- Approval of the Minutes from the April 8, 2021 Closed Session Meeting of the Council

PUBLIC COMMENT:

- Any Public Comments for the April 12th, 7:00 PM (ONLINE) Council Meeting are REQUIRED to be sent in advance BEFORE 6:30 PM by EMAIL to the Village Clerk (Vanessa Moritz, vmoritz@forestpark.net)

DEPARTMENT REPORTS:

BILLS BY RESOLUTION:

- Bills by Resolution

UNFINISHED BUSINESS

NEW BUSINESS:

1. Ordinance Authorizing the Execution of an Amendment to a Planned Unit Development (PUD) Agreement and Granting a Conditional Use Permit for an Amendment to a PUD Agreement for Farmington Foods in the Village, (PC 2021-01: 7419, 7431, 7445 Franklin)
2. Resolution Appointing Salvatore Stella as the Director of Public Works for the Village
3. Resolution to Approve and Authorize the Execution of a COVID-19 Support Services Reimbursement Agreement by and between the Department of Emergency Management and Regional Security of the County of Cook and the Village for the Reimbursement of Eligible COVID-19 Expenses
4. Motion to Direct the Forest Park Board of Fire and Police Commissioners to Hire Three Full-Time Police Officers
5. Motion to approve the District 91 Banner Request to hang banners the week of April 19th and 26th on Madison (Circle and Des Plaines) to promote Kindness Week
6. Motion to approve the 2021 Hunger Walkathon West Banner Request to hang banners April 17th thru May 1st on Circle and Madison
7. Motion to Approve two Library requests to use Constitution Court and the Grove for Summer Outdoor Events__

ADMINISTRATOR REPORT

COMMISSIONER REPORTS

ADJOURNMENT

**THE SPECIAL MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON SATURDAY MORNING, MARCH 20, 2021 AT 10:00 A.M.**

ROLL CALL

Commissioners Novak, Byrnes, Nero, Voogd and Mayor Hoskins answered the Roll Call. Mayor Hoskins announced t that the purpose of the special meeting is to interview candidates for Village Administrator.

PUBLIC COMMENT

None

ADJOURNMENT

It was moved by Commissioner Byrnes and seconded by Commissioner Nero to adjourn into closed session to consider the employment, appointment, compensation, discipline or termination of specific employees of the public body. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 10:01 a.m.

Respectfully submitted,

Vanessa Moritz, Village Clerk

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, MARCH 22, 2021**

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

ROLL CALL

Commissioners Novak, Byrnes, Nero, Voogd and Mayor Hoskins answered the Roll Call. Mayor Hoskins announced that all members are attending remotely via video teleconference and he is present in the Village Hall due to Social Distancing regulations resulting from the COVID-19 pandemic.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the minutes from the March 8, 2021, Regular Meeting of the Village Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Byrnes and seconded by Commissioner Voogd that the minutes from the March 8, 2021, Special Meeting of the Village Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Voogd
and Mayor Hoskins

NAYES: None

ABSTAIN: Commissioner Nero

The motion carried.

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the minutes from the March 8, 2021, Closed Session Meeting of the Village Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Voogd
and Mayor Hoskins

NAYES: None

ABSTAIN: Commissioner Nero

The motion carried.

It was moved by Commissioner Byrnes and seconded by Commissioner Voogd that the minutes from the March 9, 2021, Special Meeting of the Village Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Voogd
and Mayor Hoskins

NAYES: None

ABSTAIN: Commissioner Nero

The motion carried.

It was moved by Commissioner Byrnes and seconded by Commissioner Voogd that the minutes from the March 9, 2021, Closed Session Meeting of the Village Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Voogd
and Mayor Hoskins

NAYES: None

ABSTAIN: Commissioner Nero

The motion carried.

PUBLIC COMMENT

Ms. Julianne Bonwit expressed her gratitude to both the Village Council for recognizing Jill Wagner as an outstanding community member and to Jill Wagner for her remarkable contributions to the village.

Mr. Scott Dunnell thanked the Village Council for their continued support for the Kindness Week event and activities in District 91 and throughout the village for the third year.

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

The Finance Department and Police Department submitted their monthly reports.

APPROVAL OF BILLS:

It was moved by Commissioner Byrnes and seconded by Commissioner Voogd that the Resolution for the payment of bills be adopted. The Commissioner of Accounts and Finance has reviewed the bills as applicable to each department and found the aggregate amounts to be correct and recommends payment when funds are available. The bills totaled \$674,572.22.

**R-22-21
RESOLUTION FOR
PAYMENT OF BILLS IN THE
AMOUNT OF \$674,572.22
APPROVED**

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution for Improvement under the Illinois Highway Code relevant to the use of MFT funds for the Watermain and Resurfacing project on the 7700 block of Monroe and 400-600 blocks of Thomas be adopted.

Village of Forest Park 2020
Watermain Replacement
and

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution approving the specifications and authorizing the advertising of bids for the

**R-23-21 RESOLUTION FOR
IMPROVEMENT UNDER THE ILLINOIS HIGHWAY
CODE APPROVED**

**R-24-21 RESOLUTION APPROVING
SPECS AND BIDS FOR WATERMAIN AND
RESURFACING APPROVED**

Resurfacing Program be adopted.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Novak and seconded by Commissioner Nero that the Resolution relating to a Retirement Healthcare Funding Plan of the Firefighters and Lieutenants of the Village of Forest Park be adopted.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Novak and seconded by Commissioner Nero that the Resolution approving the transfer of the PEHP-Z to the IPPFA Post-Retirement Healthcare Funding Plan of the Firefighters and Lieutenants of the Village of Forest Park be adopted.

ROLL CALL:

AYES: Commissioners Novak, Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

Mayor Hoskins declared the week of April 26th as “Kindness Week” in Forest Park and Clerk Moritz read the Mayor’s Proclamation aloud.

Mayor Hoskins proclaimed the Village Council and the citizens of Forest Park recognize and celebrate Jill Wagner’s many accomplishments as a leader of Pack 109 and her dedication to Scouting and to the community and village. Clerk Moritz read the Mayor’s Proclamation aloud.

**R-25-21
RESOLUTION RELATED TO
RETIREMENT
HEALTHCARE FUNDING
PLAN FOR FIREFIGHTERS
AND LIEUTENANTS
APPROVED**

**R-26-21
RESOLUTION APPROVING
TRANSFER OF PEHP-Z
FUNDS TO IPPFA POST-
RETIREMENT
HEALTHCARE FUNDING
PLAN
APPROVED**

**MAYOR’S PROCLAMATION
KINDNESS WEEK**

**MAYOR’S PROCLAMATION
HONORING JILL WAGNER**

ADMINISTRATOR'S REPORT:

None

COMMISSIONER'S REPORTS:

Commissioner Novak congratulated Jill Wagner on the recognition received this evening and pointed out the fact that there will be no Kindness Week labels due to COVID-19. Last, the Commissioner expressed his pride that Forest Park is doing its part and making a difference by partnering with the State and County in opening the mass vaccination site. Last, Commissioner Novak reminded residents that vehicle sticker season is upon us and the sticker must be purchased and displayed by April 1.

Commissioner Byrnes reported that the Park District is holding their traditional annual Easter Egg hunt on the soccer field this Saturday at 10:00. The commissioner further congratulated Jill Wagner on a tremendous job and noted that he considers Jill a good friend.

Commissioner Nero congratulated Jill and the Wagner family. In addition, the commissioner reminded residents that with the good weather, they need to remember to socialize safely and responsibly. Last, Commissioner Nero encouraged residents to contact IDOT to encourage them to clean up the excessive debris left from the melted snow mounds.

Commissioner Voogd reported that we are planning a community clean up event in the near future. Details will be announced soon. Those looking for information can email jvoogd@forestpark.net. The commissioner expressed her gratitude to District 91 for continuing with Project Kindness as it reminds and teaches us the importance of being kind. Finally, Commissioner Voogd congratulated Jill Wagner on the recognition she received tonight.

Mayor Hoskins reported that Police Chief Aftanas held an award ceremony last Monday, presenting merit awards to the afternoon shift that responded to the call on January 14th of an armed offender barricaded in an apartment building. In addition, Sergeant Defors and Officer Marti each received an Award of Valor for their efforts that day. Next Monday, March 29th, there will be a ceremony to present recognition to those officers who responded to an armed robbery at Thornton's. All are welcome to attend. Last, Mayor Hoskins reported that a mass vaccination site, run by the Illinois Department of Public Health and the Cook County Department of Public Health will be opening this Friday in Forest Park. The site is expected to have the capacity to vaccinate up to 5,000 people per day. Forest Park firefighters will be on the scene during operations at all times. The village is happy to do its part in fighting the COVID-19 pandemic. Hopefully all of the people coming to Forest Park for vaccines will be a benefit to the local businesses as well.

ADJOURNMENT

There being no further business to be addressed, Commissioner Nero moved and Commissioner Byrnes seconded to adjourn the meeting. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 7:30 P.M.

Respectfully submitted,

Vanessa Moritz
Village Clerk

**THE SPECIAL MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON SATURDAY MORNING, MARCH 27, 2021 AT 10:00 A.M.**

ROLL CALL

Commissioners Novak, Byrnes, Nero, Voogd and Mayor Hoskins answered the Roll Call. Commissioner Nero was attending remotely via telephone. Mayor Hoskins announced that the purpose of the special meeting is to interview candidates for Village Administrator.

PUBLIC COMMENT

None

ADJOURNMENT

It was moved by Commissioner Byrnes and seconded by Commissioner Voogd to adjourn into closed session to consider the employment, appointment, compensation, discipline or termination of specific employees of the public body. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 10:03 a.m.

Respectfully submitted,

Vanessa Moritz, Village Clerk

RESOLUTION No.

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

Refunds and Allocations	\$ 100.20
Public Affairs	\$ 52,193.67
Police Department	\$ 1,158.48
Community Center	\$ 343.00
Accounts & Finance (Clerks Office)	\$ 160,073.55
Accounts & Finance (Fire Department)	\$ 37,984.48
Department of Health & Safety	\$ 9,558.12
Street Department	\$ 48,877.30
Public Property	\$ 73,791.12
Seizure	\$ 1,744.64
Federal Customs	\$ 1,298.00
TIF	\$ 3,799.26
VIP	\$ 25,336.85
Water Department	\$ <u>18,125.24</u>
TOTAL	\$ 434,383.91

ADOPTED BY THE Council of the Village of Forest Park this 12th Day of April, 2021.

Ayes:

Nays:

Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-4450-130	Robert Sclafani	03/29/2021	4.20
100-00-000-4480-100	Matt Donovan	03/22/2021	96.00
Refunds and Allocations			100.20



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-135	GPG Strategies LLC	03/16/2021	2,000.00
100-10-101-6120-160	Verizon Wireless	03/22/2021	249.03
100-10-101-6120-300	McGaffers Saloon	03/20/2021	83.80
100-10-101-6150-152	Verizon Wireless	03/22/2021	344.68
100-10-101-6150-152	Verizon Wireless	03/22/2021	84.92
100-10-101-6150-220	Shavon Wesley	03/24/2021	412.50
100-10-101-6150-300	West Suburban Cons Dispatch Center	03/02/2021	42,667.00
100-10-101-7000-150	Telcom Innovations Group LLC	03/22/2021	1,984.30
100-10-101-7000-150	Telcom Innovations Group LLC	04/01/2021	1,907.44
100-11-111-6110-105	Techno Consulting Inc	03/12/2021	540.00
100-11-111-6110-110	Techno Consulting Inc	03/12/2021	1,920.00
	Public Affairs		52,193.67



Account Number	Vendor	Invoice Date	Amount
100-12-121-6150-114	WEDGE	02/17/2021	750.00
100-12-123-6145-202	McDonalds	03/11/2021	22.23
100-12-124-6150-114	Thomson Reuters-West	03/01/2021	386.25
	Police Department		1,158.48



Account Number	Vendor	Invoice Date	Amount
100-15-169-6160-100	Elmhurst Occupational Health	02/28/2021	145.00
100-15-169-6160-100	Elmhurst Occupational Health	02/28/2021	53.00
100-15-169-6160-100	Elmhurst Occupational Health	02/28/2021	145.00
	Community Center		343.00



Account Number	Vendor	Invoice Date	Amount
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	03/17/2021	130,281.12
100-21-211-5005-002	Fidelity Security Life Ins Co.	03/22/2021	99.50
100-21-211-5005-002	Fidelity Security Life Ins Co.	03/22/2021	585.06
100-21-211-5005-002	Guardian - Appleton	03/22/2021	7,985.44
100-21-211-5005-002	Joan Hein	03/29/2021	72.78
100-21-211-6110-110	Xerox Financial Services	03/10/2021	107.15
100-21-211-6120-300	HRdirect	04/03/2021	79.99
100-21-211-6120-300	West Central Municipal Conf	03/22/2021	2,636.82
100-21-211-6120-305	Growing Community Media NFP	03/17/2021	130.00
100-21-211-6120-305	Growing Community Media NFP	03/24/2021	130.00
100-21-211-6120-305	Growing Community Media NFP	03/31/2021	130.00
100-21-211-6130-250	Celeste Arnold	03/25/2021	25.81
100-21-211-6130-250	Jane Drake	03/31/2021	96.33
100-21-211-6130-250	Dennis Elliott	03/26/2021	98.81
100-21-211-6130-250	Francisco Gomez	03/29/2021	59.27
100-21-211-6130-250	Michael Hidalgo	04/01/2021	50.99
100-21-211-6130-250	Eugene Lieberman	03/29/2021	99.55
100-21-211-6130-250	Elaine Faith Rose	03/25/2021	92.69
100-21-211-6130-250	Stephanie M Schiller	03/22/2021	30.99
100-21-211-6130-250	Dorothy Virgilio	03/25/2021	51.49
100-21-211-6140-104	Office 8	03/04/2021	209.94
100-21-211-6140-104	Quill	03/04/2021	167.25
100-21-211-6140-104	Quill	03/10/2021	28.31
100-21-211-6140-110	Forest Printing	03/22/2021	757.81
100-21-211-6140-140	Quill	03/04/2021	106.68
100-21-211-6140-140	Quill	03/10/2021	33.37
100-21-211-6150-150	AT&T	03/19/2021	874.20
100-21-211-6150-150	AT&T	03/19/2021	468.08
100-21-211-6150-150	AT&T	03/25/2021	109.79
100-21-211-6150-150	AT&T	03/25/2021	54.89
100-21-211-6150-150	AT&T	03/25/2021	55.37
100-21-211-7000-080	Xerox Financial Services	03/10/2021	1,684.21
100-21-211-6110-110	Xerox Financial Services	03/10/2021	253.85
100-21-211-7000-080	Xerox Financial Services	03/10/2021	119.42
100-22-221-6320-310	Christopher Burke Engineering LTD	03/30/2021	12,306.59
Accounts & Finance (Clerks Office)			160,073.55



Account Number	Vendor	Invoice Date	Amount
100-30-301-6120-305	Timothy Conrad	03/30/2021	27.45
100-30-301-6120-305	Timothy Conrad	03/30/2021	51.53
100-30-301-6120-305	Timothy Conrad	03/30/2021	25.00
100-30-301-6120-305	Timothy Conrad	03/30/2021	54.99
100-30-301-6120-305	Phil Chiappetta	03/15/2021	48.92
100-30-301-7000-040	L-K Fire Extinguisher Service-No. 2	03/15/2021	302.00
100-30-301-7000-040	Brian Valtman	03/17/2021	43.99
100-30-302-6110-150	Verizon Wireless	03/22/2021	155.28
100-30-302-6110-200	Air One Equipment Inc	03/22/2021	150.00
100-30-302-6145-100	Witmer Public Safety Group	03/22/2021	96.94
100-30-302-6145-105	Lou Davini	03/18/2021	100.00
100-30-302-6155-110	SCHAUERS HARDWARE	02/28/2021	39.55
100-30-303-6100-160	Metro Paramedic Services Inc	03/17/2021	36,638.83
100-30-303-6145-300	BioTron Inc.	03/16/2021	250.00
Accounts & Finance (Fire Department)			37,984.48



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Rick Dandan	03/31/2021	360.00
100-40-401-5000-017	Raymond Traynor	03/29/2021	1,035.00
100-40-402-6100-115	Muse Community + Design	02/28/2021	3,375.00
100-40-402-6141-003	Christopher Burke Engineering LTD	03/30/2021	208.00
100-40-402-6141-003	Christopher Burke Engineering LTD	03/30/2021	260.00
100-40-402-6141-003	Christopher Burke Engineering LTD	03/30/2021	540.00
100-40-402-6141-003	Christopher Burke Engineering LTD	03/30/2021	494.00
100-40-402-6141-003	Christopher Burke Engineering LTD	03/30/2021	2,166.12
100-40-402-6141-003	Christopher Burke Engineering LTD	03/30/2021	564.00
100-40-402-6141-003	Christopher Burke Engineering LTD	03/30/2021	52.00
100-40-402-6150-232	B&F Construction Code Service	03/29/2021	200.00
100-40-403-6150-230	Elevator Inspection Services	03/05/2021	32.00
100-40-403-6150-230	Elevator Inspection Services	03/05/2021	80.00
100-40-403-6150-230	Elevator Inspection Services	03/16/2021	192.00
Department of Health & Safety			9,558.12



Account Number	Vendor	Invoice Date	Amount
100-50-501-7000-035	CURRIE MOTORS	03/24/2021	33,878.00
100-50-502-6180-160	Com Ed	03/23/2021	3,893.00
100-50-502-6185-106	Cargill Salt Road Safety	02/26/2021	8,164.89
100-50-502-6185-106	Cargill Salt Road Safety	03/01/2021	989.11
100-50-502-6185-106	First Ayd Corp.	01/25/2021	762.30
100-50-502-6185-110	Traffic Control & Protection	03/18/2021	340.80
100-50-502-6185-252	Kuusakoski US LLC	03/22/2021	849.20
	Street Department		48,877.30



Account Number	Vendor	Invoice Date	Amount
100-55-552-6145-100	Steve Knysch	03/07/2021	100.00
100-55-552-6145-100	Michael Marasco	03/12/2021	162.41
100-55-552-6180-101	SCHAUERS HARDWARE	02/28/2021	77.81
100-55-552-6180-101	First Ayd Corp.	11/16/2020	477.50
100-55-553-6180-150	Lyons Pinner Electric Co	12/27/2020	6,444.80
100-55-553-6180-150	Lyons Pinner Electric Co	12/27/2020	5,697.00
100-55-553-6180-150	Lyons Pinner Electric Co	12/27/2020	165.00
100-55-553-6180-150	Lyons Pinner Electric Co	12/27/2020	675.00
100-55-553-6180-150	Lyons Pinner Electric Co	03/23/2021	389.66
100-55-553-6180-150	Lyons Pinner Electric Co	03/23/2021	330.00
100-55-553-6180-150	Lyons Pinner Electric Co	03/23/2021	560.00
100-55-553-6180-160	AEP Energy	02/23/2021	3,847.09
100-55-553-6180-160	Com Ed	02/25/2021	357.34
100-55-553-6180-160	Com Ed	02/26/2021	255.00
100-55-553-6180-160	Com Ed	03/16/2021	481.42
100-55-553-6180-160	Com Ed	03/30/2021	31.55
100-55-553-6180-160	Com Ed	03/30/2021	26.75
100-55-553-6180-160	Com Ed	03/30/2021	33.02
100-55-553-6180-160	Com Ed	03/30/2021	40.18
100-55-553-6180-160	Com Ed	03/30/2021	177.83
100-55-553-6180-160	Com Ed	03/31/2021	31.60
100-55-553-6180-160	Com Ed	03/31/2021	39.85
100-55-555-6180-100	Comcast	03/08/2021	210.45
100-55-555-6180-100	Brill Hygienic Products	03/23/2021	153.53
100-55-555-6180-100	Quill	03/04/2021	99.95
100-55-555-6180-100	Quill	03/10/2021	427.56
100-55-555-6180-100	Quill	03/11/2021	18.00
100-55-555-6180-110	Comcast	03/12/2021	2.10
100-55-555-6180-110	Comcast	03/13/2021	128.95
100-55-555-6180-110	West Town Mechanical	03/26/2021	465.00
100-55-555-6180-140	Comcast	03/07/2021	2.10
100-55-555-6180-140	McMaster-Carr	03/03/2021	335.42
100-55-555-6180-140	McMaster-Carr	03/09/2021	248.04
100-55-555-6180-140	McMaster-Carr	03/11/2021	318.46
100-55-555-6180-140	West Town Mechanical	03/01/2021	1,224.14
100-55-570-6155-101	Mohr Oil Company	03/02/2021	1,428.05
100-55-570-6155-101	Mohr Oil Company	03/02/2021	8,072.70
100-55-570-6155-106	Altorfer Industries	03/05/2021	386.88
100-55-570-6155-106	Atlas Bobcat LLC	03/04/2021	722.64
100-55-570-6155-106	Battery Service Corporation	03/17/2021	695.70
100-55-570-6155-106	CCP INDUSTRIES INC.	01/25/2021	109.53
100-55-570-6155-106	CCP INDUSTRIES INC.	03/23/2021	110.22
100-55-570-6155-106	Currie Motors Chevrolet	12/01/2020	124.96



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Currie Motors Chevrolet	01/06/2021	240.26
100-55-570-6155-106	Currie Motors Chevrolet	02/02/2021	69.70
100-55-570-6155-106	Currie Motors Chevrolet	02/02/2021	251.15
100-55-570-6155-106	Currie Motors Chevrolet	02/03/2021	5.13
100-55-570-6155-106	Currie Motors Chevrolet	02/10/2021	45.74
100-55-570-6155-106	Currie Motors Chevrolet	02/19/2021	247.09
100-55-570-6155-106	Fleet Safety Supply	03/11/2021	369.29
100-55-570-6155-106	Factory Motor Parts Co	01/13/2021	194.94
100-55-570-6155-106	Factory Motor Parts Co	01/15/2021	9.20
100-55-570-6155-106	Factory Motor Parts Co	01/19/2021	229.15
100-55-570-6155-106	Factory Motor Parts Co	01/22/2021	158.44
100-55-570-6155-106	Factory Motor Parts Co	01/28/2021	132.97
100-55-570-6155-106	Factory Motor Parts Co	01/28/2021	32.66
100-55-570-6155-106	Factory Motor Parts Co	01/28/2021	107.80
100-55-570-6155-106	Factory Motor Parts Co	02/03/2021	299.79
100-55-570-6155-106	Factory Motor Parts Co	02/04/2021	212.98
100-55-570-6155-106	Factory Motor Parts Co	02/05/2021	156.71
100-55-570-6155-106	Factory Motor Parts Co	02/08/2021	32.52
100-55-570-6155-106	Factory Motor Parts Co	02/08/2021	282.88
100-55-570-6155-106	Factory Motor Parts Co	02/11/2021	153.56
100-55-570-6155-106	Factory Motor Parts Co	02/11/2021	68.40
100-55-570-6155-106	Factory Motor Parts Co	02/11/2021	86.22
100-55-570-6155-106	Factory Motor Parts Co	02/12/2021	147.54
100-55-570-6155-106	Factory Motor Parts Co	02/12/2021	295.08
100-55-570-6155-106	Factory Motor Parts Co	02/15/2021	102.80
100-55-570-6155-106	Factory Motor Parts Co	02/15/2021	62.82
100-55-570-6155-106	Factory Motor Parts Co	02/15/2021	62.82
100-55-570-6155-106	Factory Motor Parts Co	03/03/2021	301.42
100-55-570-6155-106	Factory Motor Parts Co	03/05/2021	138.60
100-55-570-6155-106	Factory Motor Parts Co	03/05/2021	-34.00
100-55-570-6155-106	Factory Motor Parts Co	03/09/2021	79.15
100-55-570-6155-106	Factory Motor Parts Co	03/11/2021	54.67
100-55-570-6155-106	Factory Motor Parts Co	03/12/2021	5.05
100-55-570-6155-106	Factory Motor Parts Co	03/12/2021	12.35
100-55-570-6155-106	Factory Motor Parts Co	03/15/2021	86.22
100-55-570-6155-106	Factory Motor Parts Co	03/18/2021	-55.65
100-55-570-6155-106	Factory Motor Parts Co	03/22/2021	391.80
100-55-570-6155-106	Factory Motor Parts Co	03/22/2021	-95.44
100-55-570-6155-106	Factory Motor Parts Co	03/23/2021	8.92
100-55-570-6155-106	Freeway Ford Sterling Truck	10/15/2021	27.00
100-55-570-6155-106	Hawk Chrysler Dodge	01/14/2021	60.16
100-55-570-6155-106	Hawk Chrysler Dodge	01/27/2021	46.88
100-55-570-6155-106	Hawk Chrysler Dodge	02/16/2021	43.48



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Hawk Chrysler Dodge	03/08/2021	44.00
100-55-570-6155-106	Kimball Midwest	03/09/2021	265.71
100-55-570-6155-106	Kimball Midwest	03/18/2021	50.76
100-55-570-6155-106	L.A.FASTENERS INC.	03/08/2021	125.23
100-55-570-6155-106	L.A.FASTENERS INC.	03/11/2021	242.08
100-55-570-6155-106	McCann Industries Inc.	03/05/2021	2,593.97
100-55-570-6155-106	Pulltarps Mfg	11/20/2020	2,743.51
100-55-570-6155-106	Wholesale Direct Inc.	03/02/2021	53.12
100-55-570-6155-106	Zeigler Ford North Riverside	02/04/2021	18.00
100-55-570-6155-106	Zeigler Ford North Riverside	02/09/2021	258.22
100-55-570-6155-106	Zeigler Ford North Riverside	02/10/2021	326.84
100-55-570-6155-106	Zeigler Ford North Riverside	02/10/2021	613.60
100-55-570-6155-106	Zeigler Ford North Riverside	02/11/2021	251.80
100-55-570-6155-106	Zeigler Ford North Riverside	02/11/2021	533.76
100-55-570-6155-106	Zeigler Ford North Riverside	02/12/2021	240.40
100-55-570-6155-106	Zeigler Ford North Riverside	02/15/2021	10.52
100-55-570-6155-106	Zeigler Ford North Riverside	02/18/2021	238.22
100-55-570-6155-106	Zeigler Ford North Riverside	02/18/2021	30.84
100-55-570-6155-106	Zeigler Ford North Riverside	02/19/2021	122.23
100-55-570-6155-106	Zeigler Ford North Riverside	03/04/2021	-30.00
100-55-570-6155-106	Zeigler Ford North Riverside	03/04/2021	-140.00
100-55-570-6155-110	Jack's Rental Inc.	03/11/2021	79.95
100-55-570-6155-110	Snap on Industrial	03/11/2021	204.00
100-55-570-6155-112	Atlas Bobcat LLC	03/02/2021	3,253.79
100-55-570-6155-112	Atlas Bobcat LLC	03/04/2021	1,465.04
100-55-570-6155-112	BC Body Craft Inc	02/26/2021	965.00
100-55-570-6155-112	BC Body Craft Inc	03/03/2021	1,818.40
100-55-570-6155-112	Illinois Communications Sales Inc.	03/18/2021	4,095.00
100-55-570-6155-112	NOBS TOWING	03/17/2021	305.00
100-55-570-6155-112	Standard Equipment Co.	03/18/2021	9,648.16
100-55-580-6155-120	Bernie's Saw & Supply Inc	03/23/2021	116.40
100-55-580-6155-120	Bernie's Saw & Supply Inc	03/26/2021	18.00
100-55-580-6155-120	Jack's Rental Inc.	03/03/2021	262.89
100-55-580-6180-302	Davis Tree Care	01/29/2021	2,100.00
100-55-585-6180-160	Com Ed	03/31/2021	53.24
Public Property			73,791.12



Account Number	Vendor	Invoice Date	Amount
230-00-000-6150-152	Verizon Wireless	03/22/2021	212.20
230-00-000-6150-152	Verizon Wireless	03/22/2021	134.70
230-00-000-6900-230	Triston Bell	03/12/2021	1,055.00
230-00-000-6900-230	Factory Motor Parts Co	01/29/2021	77.70
230-00-000-6900-230	Factory Motor Parts Co	02/02/2021	73.88
230-00-000-6900-230	Hawk Chrysler Dodge	01/15/2021	40.16
230-00-000-6900-230	Secretary of State	03/09/2021	151.00
	Seizure		1,744.64



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Davis Stanton Promotions	03/09/2021	48.00
232-00-000-6900-232	Saber-Toothed Computing	02/18/2021	1,250.00
	Federal Customs		1,298.00



Account Number	Vendor	Invoice Date	Amount
302-00-000-6185-700	Christopher Burke Engineering LTD	03/30/2021	1,899.63
304-00-000-6185-700	Christopher Burke Engineering LTD	03/30/2021	1,899.63
	TIF		3,799.26



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-105	Christopher Burke Engineering LTD	03/30/2021	1,172.00
312-00-000-6150-152	Verizon Wireless	03/22/2021	38.01
312-00-000-7000-108	Christopher Burke Engineering LTD	03/30/2021	1,595.00
312-00-000-7000-120	Christopher Burke Engineering LTD	03/30/2021	8,209.84
312-00-000-7000-120	Christopher Burke Engineering LTD	03/30/2021	828.00
312-00-000-7000-312	Christopher Burke Engineering LTD	03/30/2021	2,964.00
312-00-000-7000-312	K-Five	02/24/2021	145.00
312-00-000-7000-312	K-Five	02/24/2021	145.00
312-00-000-7000-312	K-Five	02/25/2021	145.00
312-00-000-7000-312	K-Five	03/03/2021	145.00
312-00-000-7000-312	K-Five	03/09/2021	145.00
312-00-000-7000-312	K-Five	03/18/2021	145.00
312-00-000-7000-312	State of Illinois Treasurer	04/01/2021	9,660.00
	VIP		25,336.85



Account Number	Vendor	Invoice Date	Amount
501-80-800-6100-105	Christopher Burke Engineering LTD	03/30/2021	510.00
501-80-800-6110-105	Verizon Wireless	03/22/2021	36.01
501-80-800-6120-500	Daniel Lynch	03/30/2021	1,500.00
501-80-800-6150-150	AT&T	03/25/2021	58.87
501-80-800-6150-154	Com Ed	03/02/2021	41.78
501-80-800-6150-154	Com Ed	03/15/2021	76.26
501-80-800-6150-154	Constellation Energy Services Inc	03/01/2021	3,796.31
501-80-800-6150-154	Constellation Energy Services Inc	03/02/2021	493.85
501-80-800-6150-156	NICOR	03/05/2021	615.05
501-80-800-6150-156	NICOR	03/05/2021	230.57
501-80-800-6800-150	National Power Rodding Corp	03/05/2021	1,800.00
501-80-800-6800-151	Core & Main LP	03/03/2021	205.39
501-80-800-6800-153	Comcast	03/06/2021	82.40
501-80-800-6800-153	USA BLUE BOOK	03/08/2021	506.81
501-80-800-7000-020	Christopher Burke Engineering LTD	03/30/2021	1,053.94
501-80-800-7000-040	Christopher Burke Engineering LTD	03/30/2021	1,248.00
501-80-800-7000-050	Christopher Burke Engineering LTD	03/30/2021	5,870.00
	Water Department		18,125.24

ORDINANCE NO. O-____-21

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
AMENDMENT TO A PLANNED UNIT DEVELOPMENT AGREEMENT
AND GRANTING A CONDITIONAL USE PERMIT FOR AN AMENDMENT
TO A PLANNED UNIT DEVELOPMENT FOR FARMINGTON FOODS,
IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
(PC 2021-01: 7419, 7431, 7445 Franklin)**

WHEREAS, on December 14, 2015, the Village of Forest Park ("Village") enacted Ordinance No. O-35-15, entitled "AN ORDINANCE AUTHORIZING THE EXECUTION OF A PLANNED UNIT DEVELOPMENT AGREEMENT AND GRANTING A CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT, AND APPROVING A PRELIMINARY AND FINAL PLAT OF SUBDIVISION FOR FARMINGTON FOODS IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS" ("Original PUD Ordinance") for a planned unit development ("Planned Unit Development") on the property legally described in Exhibit A, attached hereto, and commonly described as "Farmington Foods," located at 7419, 7431, 7445 Franklin Street, Forest Park, Illinois ("Subject Property"); and

WHEREAS, pursuant to the Original PUD Ordinance, the Village and Franklin Investors, LLC entered into a Planned Unit Development Agreement, dated December 14, 2015 ("PUD Agreement") for the Subject Property; and

WHEREAS, Franklin Consolidated, LLC, an Illinois limited liability company ("Company"), as successor and current owner of the Subject Property, has applied for an amendment to the current Planned Unit Development approved by the Original PUD Ordinance to construct an approximately 8,666 square foot addition (approximately 4,333 square feet over two floors), with a 753 square foot rooftop deck area that will connect two existing buildings on the southeastern part of the Subject Property (the "PUD Amendment"); and

WHEREAS, pursuant to Section 9-6-8 of the Village Zoning Ordinance, the proposed PUD Amendment constitutes a major change to the approved Planned Unit Development, due to an overall coverage of the site that exceeds 5%; and

WHEREAS, the Subject Property is located in an I-1 Zoning District within the Village and is granted a conditional use for a Planned Unit Development pursuant to the Original PUD Ordinance; and

WHEREAS, pursuant to proper legal notice, a public hearing on the Company's application for the PUD Amendment was conducted by the Plan Commission on February 1, 2021; and

WHEREAS, on February 1, 2021, the Plan Commission considered the testimony and public comment, reviewed the evidence presented, and issued its recommendation to approve the PUD Amendment; and

WHEREAS, it is in the best interest of the Village that the application for the PUD Amendment be approved and that an amendment to the PUD Agreement by and between the Village of Forest Park and the Company ("First Amendment to PUD Agreement") be approved by the corporate authorities of the Village; and

WHEREAS, the Company is ready, willing and able to enter into said First Amendment to PUD Agreement and perform the obligations as required therein.

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

Section 1. The recitals set forth in the preamble are hereby incorporated herein by reference and made a part of this Ordinance.

Section 2. Findings: The Corporate Authorities find as follows:

1. The proposed improvements comply with the regulations of the underlying zoning district. The proposed addition complies with the regulations governing the Subject Property, including specifically the regulations of the underlying I-1 zoning district as modified by the Original PUD Ordinance approved in 2015. The proposed addition requires no variations or zoning relief other than approval of the changes to the approved plans to incorporate the proposed addition. The proposed addition does not require any exceptions under the Village Zoning Regulations. The use of the proposed addition will be consistent with the uses on the Subject Property approved by the Village pursuant to the Original PUD Ordinance. The proposed addition will not involve or expand in any way the limitation on cooking of animal products as set forth in the Original PUD Ordinance.
2. The proposed planned development is consistent with the comprehensive plan's future land use map. The proposed addition is consistent with the official planning policies and the comprehensive plan of the Village. Section 2 of the Original PUD Ordinance specifically found that the Planned Unit Development granted in 2015 was consistent with the Village's comprehensive plan and nothing about the proposed addition changes the nature or scope of the Planned Unit Development.
3. The planned development is compatible with and will not diminish the economic value of the surrounding area. The surrounding area includes commercial, industrial, and

residential areas. The proposed addition adds no new uses to the Subject Property and does not change any existing uses on the Subject Property, which uses on the Subject Property, as determined by the Village in 2015 in the Original PUD Ordinance.

4. Based on the scope of the proposed addition, there are no unusual physical, topographical or historical features of the site of the planned development to be preserved. The proposed addition will not interfere with or impact the Village's continued use of the Village water tower located at the north end of the Subject Property. The proposed addition will not impact any unusual physical, topographical or historical features related to the Subject Property.
5. The site is under unified control and has been in operation for several decades. Franklin Consolidated, LLC, an Illinois limited liability company, owns the Subject Property.
6. The proposed uses are consistent with current operations and will not exercise undue detrimental influence upon surrounding properties. The proposed addition adds no new uses to the Subject Property. The Original PUD Ordinance determined that the approved Planned Unit Development would have no detrimental influence on surrounding properties. The proposed addition is consistent with the 2015 approved Planned Unit Development and the proposed addition will not be detrimental to the surrounding properties and will in many respects be beneficial to surrounding properties by, among other things, the inclusion of agreed-upon additional conditions related to the Subject Property and also the removal of three dock doors at the southeast corner of the property on Franklin Street.
7. The planned development will not endanger public health, welfare, or safety. The proposed addition will alter nothing on the Subject Property that would cause any change to the Village Council's previous findings that the existing uses on the Subject Property are compatible with surrounding uses, will minimize impacts on surrounding properties, and will not endanger public health, welfare, or safety. The proposed addition complies with the applicable off-street parking requirements and will not cause any new employees to be hired, so the off-street parking requirements remain complied with and unchanged from the Original PUD Ordinance. The proposed addition will have only negligible impacts on area road operations, will not result in more employees (and thus more cars) and will not create any increase in truck trips.

Section 3. The First Amendment to PUD Agreement between the Village and the Company, a copy of which is attached hereto as Exhibit B and made a part hereof, is hereby approved. Upon receipt from the Company within seven (7) days of the date of this Ordinance of four (4) executed copies of said First Amendment to PUD Agreement, and any money or securities required to be deposited therewith, the Mayor and the Village Clerk are hereby authorized and directed to execute and attest to, respectively, said Amendment to PUD Agreement.

Section 4. Upon execution of the First Amendment to PUD Agreement by the Mayor and Village Clerk, the Subject Property is hereby granted a conditional use for the PUD

Amendment to be developed in accordance with and subject to the provisions of the First Amendment to PUD Agreement.

Section 5. The approval of the conditional use for the PUD Amendment for the Subject Property is subject to the terms and provisions of the Original PUD Ordinance and PUD Agreement, and all other conditions and requirements imposed and set forth in the Village Code and Zoning Code, as amended, and all other duly enacted ordinances of the Village, except as otherwise provided herein or as modified in the First Amendment to PUD Agreement, and shall be constructed, developed and operated in strict compliance with the testimony presented on behalf of and by the Company and the following plans (“Project Plans”):

- a. Application for Zoning Action
- b. Project Narrative (“Planned Development Proposed Addition,” 6 pages, revised December 24, 2020)
- c. Map of Existing Zoning Districts (undated)
- d. Plat of Subdivision (3 pages, dated November 13, 2015)
- e. Alta/ACSM Land Title Survey (2 pages, dated November 14, 2016)
- f. Traffic Planning Study (22 pages, dated January 5, 2021, by Gewalt Hamilton Associates)
- g. Proposed Elevations (dated December 23, 2020, by Ridgeland Associates)
- h. First Floor Plan (dated December 11, 2020)
- i. Second Floor Plan (dated December 11, 2020)
- j. Proposed Site Plan (dated December 23, 2020, by Ridgeland Associates)
- k. Existing Conditions Site Plan (dated December 23, 2020, by Ridgeland Associates)
- l. Roof Deck Graphic Section View SK4.0 (dated February 11, 2021, by Ridgeland Associates)
- m. Truck Operations Plan (undated, by Gewalt Hamilton Associates)
- n. Fence Plan (dated March 26, 2021, by Ridgeland Associates)

Section 6. The First Amendment to PUD Agreement between the Village and the Company accurately sets forth all of the agreements between the parties pertaining to the development of the Subject Property.

Section 7. The proposed improvements as approved by the PUD Amendment shall be constructed, developed and operated in strict accordance with the terms and conditions of the Original PUD Ordinance and PUD Agreement, as amended herein, and subject to the following conditions and restrictions:

1. Except for deliveries, the on-site truck relocation will be prohibited between buildings on the Subject Property from 10:00 p.m. to 6:00 a.m.
2. The applicant shall install new directional off-site and on-site signage for truck movements as provided in the Truck Operations Plan and subject to final review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
3. Trucks are required to continue to enter and exit from the west except when using loading docks at the southeast corner of the Subject Property.

4. Other than trucks of standard delivery services such as UPS, Federal Express, and Amazon, trucks delivering materials to the Company will not be permitted to park nor idle between 10:00 p.m. and 6:00 a.m. on either side of the Franklin Street and Circle Avenue frontages of the Subject Property.
5. No truck refrigerator units are to be used at the loading docks of the Subject Property between the hours of 10:00 p.m. and 6:00 a.m.
6. No cooking is to take place within the 7419 building, including the proposed addition and in no event shall food processing operations be expanded into the connected garage structure, without an amendment to the Original PUD Ordinance and PUD Agreement, as amended.
7. The hours and operation/occupancy for the roof deck shall be limited to 6:00 a.m. to 11:00 p.m.
8. The roof deck is limited to 753 square feet in size and shall be in substantial conformance with the Project Plans.
9. Roof deck lighting shall be “down lighting” subject to final review and approval by the Director of Building, Planning, and Zoning.
10. The final material of the 6’ screen of the roof deck will be as depicted in the Roof Deck Graphic Section View SK 4.0, subject to review and approval by the Director of Building, Planning, and Zoning.
11. Landscaping per the original PUD that has died or is depleted will be replaced before the issuance of a final Certificate of Occupancy, subject to seasonal planting restrictions and approval of the Director of Building, Planning, and Zoning.
12. The applicant will remove the current chain link fence/barbed wire fence and replace it with a combination of wrought-iron like open fence and wrought-iron like with infilled synthetic slats, as depicted in the Proposed Fence Plan, along the southern perimeter of the Subject Property. The fence materials will provide visual and noise screening for the portions of the property that are beyond fifteen (15) feet from the west and center entrances to the Subject Property. No trucks shall be permitted to park on the Subject Property adjacent to the open areas of the fence along Franklin. The Company shall install traffic control warning signs at the entrances, to control both truck ingress and egress and warning pedestrians. The final fence to be constructed is subject to final review and approval by the Director of Building, Planning, and Zoning for compliance with the Proposed Fence Plan.
13. The applicant will identify a “Community Contact Representative” who will be primarily responsible for monitoring and promptly responding to messages received. The name, phone number, and email of a specific person shall be provided to the Director of Building, Planning & Zoning and listed on the company website. Additionally, a 24-hour phone number shall be prominently listed on the company’s website.
14. A construction schedule shall be submitted prior to the issuance of a building permit.
15. All construction shall comply with the Building Code of the Village of Forest Park, with final plans subject to review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
16. Final engineering shall be approved by the Village’s consulting engineer prior to issuance of building permits for the exterior work.
17. No building permits and no Certificate of Occupancy for the Subject Property shall be issued by the Department of Public Health and Safety to the Owner unless all debts owed to the Village of Forest Park by the Owner have been paid in full prior to the issuance of such permits or certificates.

18. Any violation of the above conditions will result in a violation of the Municipal code of the Village of Forest Park and the owner may be subject to fines for each day said violation exists.

Section 8. In all other respects, the terms and provisions of the Original PUD Ordinance and PUD Agreement are ratified and remain in full force and effect.

Section 9. This Ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of April, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION, BEING A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 1602544024, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE DRIVEWAY EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DEED FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO E. W. KNEIP, INCORPORATED RECORDED DECEMBER 9, 1966 AS DOCUMENT 20018802, OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF CIRCLE AVENUE, 183.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF HARLEM AVENUE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 490.70 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT, SAID POINT OF BEGINNING ALSO BEING THE MOST SOUTHERLY CORNER OF A TRACT OF LAND, AS CONVEYED BY QUIT CLAIM DEED DATED JULY 5, 1963 FROM THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN, AND RECORDED AUGUST 23, 1963 AS DOCUMENT 18893094; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 109 DEGREES, 58 MINUTES MEASURED COUNTER CLOCKWISE FROM A STRAIGHT LINE DRAWN FROM THE POINT OF COMMENCEMENT TO THE POINT OF BEGINNING, A DISTANCE OF 90.5 FEET, MORE OR LESS, TO A POINT 72.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST, TO A POINT 1140.00 FEET WEST OF THE CENTERLINE OF SAID HARLEM AVENUE, AS MEASURED ALONG A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 97.7 FEET TO A POINT 84.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE,

EXTENDED WEST; THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 76.1 FEET TO A POINT 102.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF FRANKLIN STREET TO A POINT 43.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE PROPERTY AND EXTENSION THEREOF, AS CONVEYED FROM SAID RAILWAY COMPANY TO THE CITIES SERVICE OIL COMPANY BY QUIT CLAIM DEED DATED FEBRUARY 25, 1963 AND RECORDED MARCH 8, 1963, AS DOCUMENT 18737524; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963 TO A LINE DRAWN AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST AND DISTANT 1707.00 FEET WEST OF, AS MEASURED ALONG SAID SOUTH BOUNDARY LINE FROM THE CENTERLINE OF SAID HARLEM AVENUE; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST TO THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963, EXTENDED WESTERLY; THENCE EASTERLY ALONG THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963 AND THE WESTERLY EXTENSION THEREOF (BEING ALSO THE NORTH LINE OF PARCEL 5 AND THE EASTERLY EXTENSION THEREOF) TO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963; THENCE NORTH ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE NORTH LINE OF SAID FRANKLIN STREET TO A POINT 8.5 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SPUR TRACK I.C.C. NO. 367 OF SAID RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE EAST ALONG A LINE PARALLEL WITH THE CENTERLINE OF SAID SPUR TRACK, A DISTANCE OF 162.00 FEET; THENCE NORTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST, TO A POINT 102.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE, EAST OF HARLEM AVENUE, EXTENDED WEST, A DISTANCE OF 230.00 FEET, MORE OR LESS, TO A POINT 50.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF THE TRACT OF LAND, AS CONVEYED IN SAID DEED DATED FEBRUARY 25, 1963; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 81.00 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

FIRST AMENDMENT TO PUD AGREEMENT

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Nicholas S. Peppers
Storino, Ramello & Durkin
9501 West Devon Ave. 8th Fl.
Rosemont, IL 60018

Above Space For Recorder's Use Only

FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

BETWEEN

THE VILLAGE OF FOREST PARK

AND

FRANKLIN CONSOLIDATED, LLC

DATED AS OF _____, 2021

**FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF FOREST PARK
AND
FRANKLIN CONSOLIDATED, LLC**

THIS IS A FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT (**"First Amendment"**), dated as of _____, 2021 (**"Effective Date"**), to a Planned Unit Development Agreement (**"Development Agreement"**), dated December 14, 2015, by and between the **VILLAGE OF FOREST PARK**, an Illinois municipal corporation (**"Village"**) and **FRANKLIN CONSOLIDATED, LLC**, an Illinois limited liability company and successor to Franklin Investors, LLC (**"Company"**).

IN CONSIDERATION OF the recitals and the mutual covenants and Agreements set forth in this First Amendment, the Village and the Company agree as follows:

SECTION 1. RECITALS.

A. As of the Effective Date of this First Amendment, the Company is the owner of record of the property located at 7419, 7431, and 7445 Franklin Street, Forest Park, Illinois (**"Subject Property"**), which Property is legally described in **Exhibit A** attached to and, by this reference, made a part of this First Amendment.

B. On or about December 14, 2015, the Village adopted Ordinance No. O-35-15, granting the Company a conditional use permit for a planned unit development, approving a preliminary and final plat of subdivision, and authorizing the execution of the Development Agreement (**"PUD Ordinance"**).

C. Pursuant to the Development Agreement, the Company has the right to develop and use the Subject Property in accordance with the PUD Ordinance and the "Approved Plans," as defined in Section 3 of the Development Agreement (**"Approved Plans"**).

D. Pursuant to Section 9-6-8 of the Village Zoning Regulations (Title 9 of the Forest Park Village Code (**"Zoning Regulations"**), the PUD Ordinance, and Section 3 of the Development Agreement, the Company has requested an amendment to the PUD Ordinance and the Development Agreement to allow for the construction of an approximately 4,333 square foot addition with a 753 square foot rooftop deck on the eastern portion of the Subject Property commonly known as 7149 Franklin Street (**"Proposed Addition"**), as depicted on plans and drawings attached to this First Amendment as **Exhibit B** (**"Revised Plans"**).

E. On April 12, 2021, the Council of the Village of Forest Park adopted Ordinance No. O- -21, amending the PUD Ordinance to authorize the Proposed Addition subject to certain conditions, and approving and authorizing execution of this First Amendment (**"PUD Amendment Ordinance"**).

F. The Village and the Company now desire to amend the Development Agreement, in accordance with Section 3 of the Agreement, to authorize the Proposed Addition in accordance with the PUD Amendment Ordinance and the conditions set forth in this First Amendment.

SECTION 2. DEFINITIONS: RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the Development Agreement.

B. Rules of Construction. Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the Development Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Development Agreement and the text of this First Amendment, the text of this First Amendment controls.

SECTION 3. AMENDMENT.

A. Amendment of Approved Plans. Pursuant to Section 3 of the Development Agreement, the Approved Plans are amended to include the Revised Plans. To the extent of any conflict between the Revised Plans and the Approved Plans approved as part of the Development Agreement, the Revised Plans attached to this First Amendment will control.

- a. Application for Zoning Action
- b. Project Narrative ("Planned Development Proposed Addition," 6 pages, revised December 24, 2020)
- c. Map of Existing Zoning Districts (undated)
- d. Plat of Subdivision (3 pages, dated November 13, 2015)
- e. Alta/ACSM Land Title Survey (2 pages, dated November 14, 2016)
- f. Traffic Planning Study (22 pages, dated January 5, 2021, by Gewalt Hamilton Associates)
- g. Proposed Elevations (dated December 23, 2020, by Ridgeland Associates)
- h. First Floor Plan (dated December 11, 2020)
- i. Second Floor Plan (dated December 11, 2020)
- j. Proposed Site Plan (dated December 23, 2020, by Ridgeland Associates)
- k. Existing
Conditions Site Plan (dated December 23, 2020, by Ridgeland Associates)
- l. Roof Deck Graphic Section View SK4.0 (dated February 11, 2021, by Ridgeland Associates)
- m. Truck Operations Plan (undated, by Gewalt Hamilton Associates)
- n. Fence Plan (dated March 26, 2021, by Ridgeland Associates)

B. Additional Requirements. Section 10, entitled "Additional Requirements," of the Development Agreement, is hereby amended to add the following new requirements:

1. Except for deliveries, the on-site truck relocation will be prohibited between buildings on the Subject Property from 10:00 p.m. to 6:00 a.m.
2. The applicant shall install new directional off-site and on-site signage for truck movements as provided in the Truck Operations Plan and subject to final review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
3. Trucks are required to continue to enter and exit from the west except when using

- loading docks at the southeast corner of the Subject Property.
4. Other than trucks of standard delivery services such as UPS, Federal Express, and Amazon, trucks delivering materials to the Company will not be permitted to park nor idle between 10:00 p.m. and 6:00 a.m. on either side of the Franklin Street and Circle Avenue frontages of the Subject Property.
 5. No truck refrigerator units are to be used at the loading docks of the Subject Property between the hours of 10:00 p.m. and 6:00 a.m.
 6. No cooking is to take place within the 7419 building, including the proposed addition and in no event shall food processing operations be expanded into the connected garage structure, without an amendment to the Original PUD Ordinance and PUD Agreement, as amended.
 7. The hours and operation/occupancy for the roof deck shall be limited to 6:00 a.m. to 11:00 p.m.
 8. The roof deck is limited to 753 square feet in size and shall be in substantial conformance with the Project Plans.
 9. Roof deck lighting shall be "down lighting" subject to final review and approval by the Director of Building, Planning, and Zoning.
 10. The final material of the 6' screen of the roof deck will be as depicted in the Roof Deck Graphic Section View SK 4.0, subject to review and approval by the Director of Building, Planning, and Zoning.
 11. Landscaping per the original PUD that has died or is depleted will be replaced before the issuance of a final Certificate of Occupancy, subject to seasonal planting restrictions and approval of the Director of Building, Planning, and Zoning.
 12. The applicant will remove the current chain link fence/barbed wire fence and replace it with a combination of wrought-iron like open fence and wrought-iron like with infilled synthetic slats, as depicted in the Proposed Fence Plan, along the southern perimeter of the Subject Property. The fence materials will provide visual and noise screening for the portions of the property that are beyond fifteen (15) feet from the west and center entrances to the Subject Property. No trucks shall be permitted to park on the Subject Property adjacent to the open areas of the fence along Franklin. The Company shall install traffic control warning signs at the entrances, to control both truck ingress and egress and warning pedestrians. The final fence to be constructed is subject to final review and approval by the Director of Building, Planning, and Zoning for compliance with the Proposed Fence Plan.
 13. The applicant will identify a "Community Contact Representative" who will be primarily responsible for monitoring and promptly responding to messages received. The name, phone number, and email of a specific person shall be provided to the Director of Building, Planning & Zoning and listed on the company website. Additionally, a 24-hour phone number shall be prominently listed on the company's website.
 14. A construction schedule shall be submitted prior to the issuance of a building permit.
 15. All construction shall comply with the Building Code of the Village of Forest Park, with final plans subject to review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
 16. Final engineering shall be approved by the Village's consulting engineer prior to issuance of building permits for the exterior work.
 17. No building permits and no Certificate of Occupancy for the Subject Property shall be issued by the Department of Public Health and Safety to the Owner unless all debts owed to the Village of Forest Park by the Owner have been paid in full prior to the issuance of such permits or certificates.
 18. Any violation of the above conditions will result in a violation of the Municipal code

of the Village of Forest Park and the owner may be subject to fines for each day said violation exists.

SECTION 4. RECORDING: BINDING EFFECT.

A copy of this First Amendment will be recorded in the Cook County Clerk's Recordings Division against the Subject Property at the Company's sole cost. This First Amendment and the privileges, obligations, and provisions contained in this First Amendment run with the Subject Property and inure to the benefit of, and are and will be binding upon, the Company and its personal representatives, successors, and assigns.

SECTION 5. REPRESENTATIONS.

A. By the Village. The Village hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the Village Council; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. By the Company. The Company hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

VILLAGE OF FOREST PARK

By: Village Clerk
Rory E. Hoskins, Mayor

ATTEST:

FRANKLIN CONSOLIDATED, LLC
An Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT

A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

PARCEL 1:

LOT 1 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION, BEING A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 1602544024, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE DRIVEWAY EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DEED FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO E. W. KNEIP, INCORPORATED RECORDED DECEMBER 9, 1966 AS DOCUMENT 20018802, OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF CIRCLE AVENUE, 183.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF HARLEM AVENUE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 490.70 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT, SAID POINT OF BEGINNING ALSO BEING THE MOST SOUTHERLY CORNER OF A TRACT OF LAND, AS CONVEYED BY QUIT CLAIM DEED DATED JULY 5, 1963 FROM THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO MAX GOLDSTEIN, EVA GOLDSTEIN AND BESSIE GOLDSTEIN, AND RECORDED AUGUST 23, 1963 AS DOCUMENT 18893094; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 109 DEGREES, 58 MINUTES MEASURED COUNTER CLOCKWISE FROM A STRAIGHT LINE DRAWN FROM THE POINT OF COMMENCEMENT TO THE POINT OF BEGINNING, A DISTANCE OF 90.5 FEET, MORE OR LESS, TO A POINT 72.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST, TO A POINT 1140.00 FEET WEST OF THE CENTERLINE OF SAID HARLEM AVENUE, AS MEASURED ALONG A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 97.7 FEET TO A POINT 84.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 76.1 FEET TO A POINT 102.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF FRANKLIN STREET TO A POINT 43.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE PROPERTY AND EXTENSION THEREOF, AS CONVEYED FROM SAID RAILWAY COMPANY TO THE CITIES SERVICE OIL

COMPANY BY QUIT CLAIM DEED DATED FEBRUARY 25, 1963 AND RECORDED MARCH 8, 1963, AS DOCUMENT 18737524; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963 TO A LINE DRAWN AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST AND DISTANT 1707.00 FEET WEST OF, AS MEASURED ALONG SAID SOUTH BOUNDARY LINE FROM THE CENTERLINE OF SAID HARLEM AVENUE; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST TO THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963, EXTENDED WESTERLY; THENCE EASTERLY ALONG THE NORTH LINE OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963 AND THE WESTERLY EXTENSION THEREOF (BEING ALSO THE NORTH LINE OF PARCEL 5 AND THE EASTERLY EXTENSION THEREOF) TO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED BY SAID DEED DATED FEBRUARY 25, 1963; THENCE NORTH ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE NORTH LINE OF SAID FRANKLIN STREET TO A POINT 8.5 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SPUR TRACK I.C.C. NO. 367 OF SAID RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE EAST ALONG A LINE PARALLEL WITH THE CENTERLINE OF SAID SPUR TRACK, A DISTANCE OF 162.00 FEET; THENCE NORTH ALONG A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST, TO A POINT 102.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH BOUNDARY LINE OF SAID RAILWAY COMPANY, EAST OF HARLEM AVENUE, EXTENDED WEST; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY LINE, EAST OF HARLEM AVENUE, EXTENDED WEST, A DISTANCE OF 230.00 FEET, MORE OR LESS, TO A POINT 50.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF THE TRACT OF LAND, AS CONVEYED IN SAID DEED DATED FEBRUARY 25, 1963; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 81.00 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID CIRCLE AVENUE, A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B
REVISED PLANS

Village of Forest Park

Memorandum

TO: Village Council

FROM: Steve Glinke, Director- Building, Planning, & Zoning

DATE: April 7, 2021

RE: PC2021-01: 7419 W. Franklin Street

The Applicant, Franklin Foods, Inc. (Farmington Foods), is requesting an amendment to the Planned Development granted by Ordinance No. O-35-15 in 2015 to allow the construction of an approximately 8,666 square foot addition (approximately 4,333 square feet over two floors) that will connect two existing buildings on the southeastern part of the site. Per 9-6-8 of the Forest Park Zoning Ordinance, the proposed addition constitutes “major changes” to the approved Planned Development due to an increase in overall coverage of the site that exceeds 5%.

The Plan Commission held a public hearing regarding this request on February 1, 2021. The Plan Commission recommended approval with a direction to staff to work with the applicant on five issues:

1. Idling trucks
2. On-site circulation including truck hours and traffic
3. Screening along Franklin Street (visual and noise)
4. Roof deck
5. Odor

Subsequent to the Plan Commission public hearing, the Director of Building, Planning, and Zoning, the Village Planner, and the Village Attorney worked with the applicant’s attorney to address these issues along with issues raised by neighbors and to ensure compliance with the original PD agreement. The attached Plan Commission staff report, draft Ordinance, and draft Planned Development Agreement provide additional information on the proposal and staff’s consensus on final recommendations. Staff is proposing 17 conditions related to on-site circulation, hours restrictions on refrigeration units, roof deck, screening along Franklin Street, and the establishment of a “community contact representative” at Franklin Foods to address neighbor concerns. Through a collaborative effort, several meetings, and significant email correspondence in the last two months, the applicant concurs with some but not all of the conditions proposed by staff. The applicant has detailed these points in two documents included in the Village Board packet. One such example is the clearance for the proposed fence along Franklin Street. The proposed condition requires 15 feet of open fence from either side of an access point to provide visibility for incoming and outgoing trucks and vehicles. This proposed condition is based on a recommendation from the Village Engineer. The applicant is proposing 25 feet and the current Fence Plan included in the planned development exhibits reflects this.

Staff stands by the conditions set forth in the draft ordinance. The neighborhood has changed significantly since Farmington first came to Forest Park and on site operations have accelerated in scope and land usage. Quality of life impacts on the surrounding residential neighborhood demand equal weight and some measure of compromise.

***Statement in Support of Planned Unit Development Amendment
Farmington Foods, Inc.
Franklin Consolidated, LLC
Village of Forest Park
April 7, 2021***

I. Background.

Farmington, and its predecessor and related corporate affiliates, is a family-owned and operated business that has been operating a facility for food processing and related uses on Franklin Street in Forest Park since 1972 – almost 50 years. Today at the site Farmington continues to process raw and fully cooked pork, beef, poultry and vegetables for human consumption for local, state, national, and international customers. Farmington currently employs more than 150 people at the Forest Park property.

In 2015, after a full and complete public hearing and due and public consideration by the Village Council in conjunction with the approval of an addition to the original Farmington building on the western portion of the property, the Village Council unanimously granted, among other approvals, a Planned Unit Development and a Development Agreement authorizing the continued operation of the Farmington facilities in accordance with the numerous terms and conditions contained in the PUD Ordinance and the Development Agreement, both of which remain in full force and effect today.

Significantly, as part of the 2015 approvals, Farmington's uses on the property were fully vetted by the Village Council and the approval ordinance specifically found that uses on the site were consistent with the Village's Comprehensive Plan and that with the conditions included in the 2015 ordinance, Farmington's operations were compatible with surrounding areas, including the residential uses to the south of the property.

II. Current Proposal.

Farmington is proposing to construct a relatively small addition to the eastern facilities on the property in the space between the main building to the north and the smaller one-story brick garage building to the south. This garage building fronts on Franklin. The proposed addition will not front on Franklin.

The need for the proposed addition is largely dictated by market forces triggered by the COVID-19 pandemic. As we have all seen over the past year, the public's food-buying routines have changed. Today, the demand from Farmington's customers for retail, grocery store purchases has increased, while the demand for restaurant-type products has decreased. The packaging for these two types of products are not the same. The consumer size packaging for retail grocery store products requires different systems and machinery configuration, and that configuration adjustment necessitates some modest additional space for those production lines.

You will see this in the plans that we have submitted. The additional line configuration relates to pre-price weighing, labeling, tray and sleeve, and overwrap processes related to retail products, and not to restaurant-type products. Significantly, the adjusted lines do not extend into the full width of the proposed addition. Rather, a significant amount of the space in the proposed addition is reserved at the end of the lines to be used for staging and worker spaces.

To accommodate the new equipment configuration, staff and related offices will be located on the second floor of the addition, with the required ADA elevator to be provided as well, along with the ability to utilize the northeast corner of the rooftop of the garage for employee lunch and break time.

Ordinarily, a project such as this would not require special zoning approvals and would simply require plan and engineering submittals and the issuance of a building permit. However, because of the strict requirements of the PUD Ordinance that apply to the subject property, the proposed addition requires what is called a “major amendment” to the PUD Ordinance.

There are seven types of changes that constitute a “major” change. Only one of them applies to the Farmington project, even then, just barely. Specifically, the one change that is triggered by this project is the provision that says that an increase in lot coverage over 5 percent of the existing lot coverage is considered a “major” change. Farmington’s proposed addition will have a footprint of approximately 4,333 square feet, *which is just 627 square feet over the 5 percent threshold*. Accordingly, we proceeded in accordance with the procedures in the PUD Ordinance and the Village Zoning Code to request a “major” amendment to the PUD to authorize the construction of the proposed addition.

Significantly, other than to allow for the construction of the proposed addition in a location on the property that the original PUD documents and plans showed as vacant space in between the main building and the garage, no other changes are being requested to the PUD Ordinance or to the Development Agreement.

III. Limited Nature of Proposal.

We want to emphasize the following to demonstrate the very limited scope of what is being requested:

- The proposed addition does not involve and will not expand in any way, the limitation on cooking of animal products as set forth in the 2015 PUD Ordinance.
- With the proposed addition, the total lot coverage on the property will be approximately 41 percent. That is well under half of the 85 percent maximum lot coverage ordinarily allowed under the Village’s planned development regulations.
- The proposed addition height will be approximately 21 feet, 1 inch. That is a couple of inches less than the maximum height allowed under the 2015 PUD Ordinance

and less than a third of the maximum height of 75 feet or 6 stories allowed under the I-1 underlying district zoning regulations.

- Nothing about the proposed addition will change the nature of Farmington's operations on the subject property as approved by the Village in 2015.
- The proposed addition will in no way change the essential character and uses that have existed on the property for decades.
- Farmington is not requesting any changes to the western portion of the property or to any of the facilities located there.
- Farmington is not requesting any change to the permitted uses on the subject property and is not requesting any allowances for the introduction of any new uses on the subject property
- Farmington is not requesting any changes to any of the restrictions and provisions already set forth in the 2015 PUD Ordinance and the Development Agreement.
- Farmington is not requesting any variations from any of the applicable zoning code provisions that apply to this property, including those regulations applicable to the I-1 underlying zoning district.
- Farmington is not requesting any change to the parking and loading regulations that already apply to the subject property.
- The garage is currently used for storage and maintenance and it will continue to be used for storage and maintenance. Farmington is not requesting any approvals related to the permitted uses of the garage.

With regard to parking – it is critically important to note that the proposed addition will not cause any increase in employees on the subject property. Industrial uses under the Village's zoning code require 1 space for every two employees. The 2015 PUD Ordinance set out that 87 parking spaces were required and that no less than 116 parking spaces, including 5 accessible spaces, were provided at the time on site. Because the proposed addition will not cause any changes to the Farmington employee headcount, Farmington will continue to comply with the zoning code and PUD off-street parking requirements.

With regard to other traffic matters, Farmington retained Gewalt Hamilton to prepare a report, which is included in our materials, regarding car and truck traffic and parking at the site. The key findings from this report are as follows:

- The proposed addition will not necessitate or cause any new changes to the traffic patterns of ingress and egress to the property. Access will remain the same. Most employees and trucks will continue to utilize the western most access drive.
- No roadway improvements are required as result of the proposed addition. In fact, the most recently available 5-year incident data along Franklin Street between Circle and Brown Avenue/Des Plaines Ave. shows only seven incidents over the five years, just two of which involved moving vehicles, the rest involving fixed

objects. None of the incidents involved personal injuries. No pedestrian or bike incidents were reported.

- Because no new employees will be added as a result of the proposed addition, no new vehicle trips are anticipated to be generated.
- Approximately 69% of the truck movements occur during the weekday peak times of 6 – 9 am and 3 – 6 pm.
- Neither the daily nor the weekly truck volumes are expected to change as a result of the proposed addition.
- There is currently adequate on-site parking for Farmington employees and thus no change to parking operations are necessary for the proposed addition.
- The proposed addition will have only negligible impacts on area road operations, will not result in more employees (and thus more cars) and will not create any increase in truck trips.

IV. Plan Commission Public Hearing

The Village Plan Commission held the required public hearing on the proposed amendment on February 1. As part of those procedures Farmington provided actual, individual notice to the 248 property owners within 250 feet of the Farmington Property. In fact, because of the postponement of the public hearing from January 4 to February 1, those 248 property owners each received two written notices about the proposed project. At the public hearing, only Mr. Kovac and his attorney appeared in person. No other nearby property owner attended or spoke at the public hearing. There was one written correspondence from a resident that was read into the record.

The Plan Commission Chair correctly explained that the only issue before the Plan Commission was the amendment to the Planned Development to allow the proposed addition. He also noted that the proposed addition was a “neutral event for the neighbors,” because the proposed addition does not change any of the uses on the property.

At the conclusion of the public hearing, the Plan Commission voted unanimously to recommend to the Village Council that the amendment to the Planned Unit Development to authorize the proposed addition be approved. Included with that recommendation was direction to staff and Farmington to discuss additional issues related to trucks, screening, cooking hours, and the addition of the rooftop deck on the garage.

V. Additional Farmington Commitments.

Farmington is, of course, sensitive to the fact that there are different types of uses in relatively close proximity to its operations, including residential uses. That has, of course, been the case for all of the almost half century of Farmington’s operations at its current location.

Farmington is very proud to continue to call the Village of Forest Park its home and it remains committed to being a good member of the community and neighbor to the properties around its facilities.

Farmington appreciates and understands all of the Village regulations under the PUD and the Development Agreement that apply to its property and it will remain vigilant in responding to and complying with all of the regulations that apply to its property and operations.

In response to the Plan Commission's request, Farmington and the staff have discussed and communicated extensively concerning issues raised. The following is a summary of the additional steps to which Farmington is prepared to agree as part of the Council's approval of the PUD amendment and in response to additional conditions that Village staff has proposed:

Trucks and Sound:

- Trucks will be required to continue to enter and exit from the west, except for the relatively minor amount of trucks that use the loading docks at the southeast corner of the property.
- No refrigerator units are utilized at the loading docks at the southwestern-facing southeast corner of the property. Current and expected uses of those docks will continue to be for non-refrigerated dry goods and the existing refuse compactor.
- A total of three southwestern-facing loading docks will be eliminated from the southeast corner of the property as part of the proposed addition.
- Farmington will continue to be required to comply with the existing PUD requirement that mandates that, except for loading and unloading, all refrigerated trucks will be directed to the area on the site that is north of the expanded 7431 Franklin Street building.
- Farmington will maintain the striped area north of the 7431 Franklin Street building to help ensure that trucks are staged in a way that significantly limits any possible impact on properties to the south. Specifically, if a truck is waiting for a dock door, then it is staged to the north of the 7431 addition.
- Farmington will implement an enhanced signage program to help ensure that trucks are not stopped or otherwise idling on Franklin Street and have clear direction to the westernmost entrance to the property. A "Truck Operations Plan" exhibit, attached to our submitted materials, shows the locations for signage that would direct trucks to the correct ingress/egress location (west access drive). Our submitted materials also include sample signage that Farmington could make for these purposes.
- Farmington will continue to maintain all equipment in accordance with equipment manufacture specifications and all other applicable regulations. Farmington will maintain policies that require its employees to immediately report any irregular sound of any equipment to the appropriate supervisor and or directly to the maintenance team. Depending upon the equipment and the severity, trained

employees are authorized to shut down such equipment while it is being serviced.

- With regard to Dock Door No. 1 at the 7431 building (which is the Dock Door that faces east and is closest to the properties to the south), in June of 2020, Farmington undertook significant electrical work in conjunction with its purchase and installation of a new electric whisper quiet trailer refrigeration unit for use at this Dock Door. Farmington will maintain this equipment at this location.
- As a food facility that is USDA inspected daily and SQF Level II Certified, Farmington will continue to operate with its doors and windows closed.
- Farmington will continue its ongoing effort to minimize interbuilding truck transports on the site during overnight hours.

Smell:

- All Farmington cooking takes place within the 7431 Building. No cooking will take place within the 7419 building or the proposed addition to the 7419 building.
- Farmington is currently utilizing, and will continue to utilize, state of the art afterburners on its stacks.
- Farmington does and will continue to comply with the limitations on cooking set forth in the 2015 PUD Ordinance.
- Farmington does and will continue to comply with 35 Illinois Administrative Code, title 35 Section 245.121(a), the state regulation that sets a specific standard for improper industrial odors adjacent to residential uses.

Sight:

- As has been the case since 2019, the transfer of certain products depicted in an outdated 2017 photo provided to Village staff and referenced at the Plan Commission meeting, will continue to take place at Dock Door No. 8 at the 7419 building, which is the northernmost Dock Door on the property. That process is screened by other trailers occupying Dock Doors 1 -7 at the 7419 building.
- Farmington will maintain the additional air curtain at Dock Door No. 8 in conjunction with this process.

Screening/Fencing:

- Farmington has agreed to replace the current chain link fence and any existing barbed wire fence with a new wrought iron-like fence along the southern perimeter of the property up to the west wall of the garage building.
- The Proposed Fence Plan included with the materials provides the specific fence elevation and measurement details.
- Farmington will provide the solid portion of the fence up to a 25-foot point on both sides of the center and western entrances.
- Farmington will also replace any previously required landscaping that has died.

Rooftop Deck:

- The roof deck will be limited to 753 square feet, located in the far northeast corner of the garage roof. The details of the rooftop deck are included in the submitted materials. These plans show the specific roof deck location, dimensions, and layout, along with site lines to the properties to the south. It should be noted that during the months of the year when the rooftop deck will be most frequently utilized, the properties to the south will be further screened by the large tree located on the south side of Franklin directly across the street from the garage building.
- The southernmost edge of the roof deck will be no closer than 46.5 feet to the south face of the garage, and thus well over 100 feet from the properties to the south and across Franklin Street.
- There is a parapet wall of approximately two feet in height above the roof surface.
- There will be a six-foot-high screen along the southern portion of the deck as shown on the submitted exhibit.
- All lighting on the roof deck will be pointed down and focused on the roof deck.
- Other than maintenance activities, the rooftop deck will not be utilized between 11:00 pm and 6:00 am.

Community Contact Information:

- Farmington will provide a 24-hour phone number. The phone number may utilize a recorded answering system. Farmington will also designate one of its personnel as a Community Contact Representative who will be primarily responsible for monitoring and promptly responding to messages that are received. Farmington will provide this information on its website and to the Village.

Staff Report Conditions:

- The January 25 Staff Report provided to the Plan Commission contained the following recommended conditions, all of which Farmington has agreed to:
 - The property shall be developed and operated in substantial compliance with the plans submitted and testimony provided by the applicant and the previous Planned Development conditions;
 - All construction shall comply with the Building Code of the Village of Forest Park, with final plans subject to review and approval by the Village Engineer and the Director-Building, Planning, and Zoning;
 - Final engineering shall be approved by the Village's consulting engineer prior to issuance of building permits for the exterior work.
 - No building permits and no Certificate of Occupancy for the Subject Property shall be issued by the Department of Public Health and Safety to the Owner unless all debts owed to the Village of Forest Park by the Owner have been paid in full prior to the issuance of such permits or certificate.

- Any violation of the above conditions will result in a violation of the Municipal Code of the Village of Forest Park and the owner may be subject to fines for each day said violation exists.
- Additional information shall be submitted, subject to review and approval by staff, regarding construction schedule prior to the issuance of a building permit.
- Hours of operation/occupancy for the roof deck shall be limited to 6:00 a.m. to 11:00 p.m.

We want to thank the Village Staff -- particularly the Village Manager Tim Gillian, the Building, Planning, and Zoning Director, Steve Glinke, the Village Attorneys, and the Village's plan review consultant Courtney Kashima from Muse Community and Design. You should take comfort that all of these Village officials have all been strict constructionists with us, making certain that all application requirements were clearly identified and followed.

There remain four conditions that Farmington and staff have not reached agreement on. We have included in our materials a three-page document outlining the open issues and Farmington's specific reasoning behind each of its positions.

We want to emphasize the following -- Farmington understands and appreciates the Council's need to thoroughly analyze land use decisions that involve potential impacts on neighboring properties. Despite the fact that the proposed addition will not add any new uses or change any of the existing uses that take place on the property, Farmington has fully and comprehensively engaged in trying to respond to all reasonable comments. Farmington takes a certain degree of pride in its traffic safety record on and around the property and the fact that despite almost 500 public notices, only two residents (other than Mr. Kovac) voiced any concerns about Farmington or the proposed amendment.

Village approval of Farmington's proposed addition will require adoption of an ordinance amending the 2015 PUD Ordinance. That ordinance will include a number of conditions to memorialize the matters discussed above. We have worked very hard to create conditions that are acceptable to both Farmington and to Village staff. I am attaching the most current version of the Ordinance and a list of the other documents that we have submitted in support of our request. Section 7 includes the conditions that Farmington is ready to commit to.

Farmington believes that the proposed ordinance reasonably considers the community and the sensitivities of the two residents and at the same time the critical needs of this long-standing Forest Park business. Farmington respectfully requests the Council's approval of the PUD amendment so that Farmington can proceed on behalf of its customers and all of the families that rely on this business.

ORDINANCE NO. O-_____-21

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
AMENDMENT TO A PLANNED UNIT DEVELOPMENT AGREEMENT
AND GRANTING A CONDITIONAL USE PERMIT FOR AN AMENDMENT
TO A PLANNED UNIT DEVELOPMENT FOR FARMINGTON FOODS, IN
THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
(PC 2021-01: 7419, 7431, 7445 Franklin)**

WHEREAS, on December 14, 2015, the Village of Forest Park ("Village") enacted Ordinance No. O-35-15, entitled "AN ORDINANCE AUTHORIZING THE EXECUTION OF A PLANNED UNIT DEVELOPMENT AGREEMENT AND GRANTING A CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT, AND APPROVING A PRELIMINARY AND FINAL PLAT OF SUBDIVISION FOR FARMINGTON FOODS IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS" ("Original PUD Ordinance") for a planned unit development ("Planned Unit Development") on the property legally described in Exhibit A, attached hereto, and commonly described as "Farmington Foods," located at 7419, 7431, 7445 Franklin Street, Forest Park, Illinois ("Subject Property"); and

WHEREAS, pursuant to the Original PUD Ordinance, the Village and Farmington Foods, Inc. and Franklin Investors, LLC entered into a Planned Unit Development Agreement, dated December 14, 2015 ("PUD Agreement") for the Subject Property; and

WHEREAS, Franklin Consolidated, LLC, an Illinois limited liability company ("Company"), as successor and current owner of the Subject Property, has applied for an amendment to the current Planned Unit Development approved by the Original PUD Ordinance to construct an approximately 8,666 square foot addition (approximately 4,333 square feet over two floors), with a 753 square foot rooftop deck area that will connect two existing buildings on the southeastern part of the Subject Property (the "PUD Amendment"); and

WHEREAS, pursuant to Section 9-6-8 of the Village Zoning Ordinance, the proposed PUD Amendment constitutes a major change to the approved Planned Unit Development, due to an overall coverage of the site that exceeds 5%; and

WHEREAS, the Subject Property is located in an I-1 Zoning District within the Village and is granted a conditional use for a Planned Unit Development pursuant to the Original PUD Ordinance; and

WHEREAS, pursuant to proper legal notice, a public hearing on the Company's application for the PUD Amendment was conducted by the Plan Commission on February 1, 2021; and

WHEREAS, on February 1, 2021, the Plan Commission considered the testimony and public comment, reviewed the evidence presented, and issued its recommendation to approve the PUD Amendment; and

WHEREAS, it is in the best interest of the Village that the application for the PUD Amendment be approved and that an amendment to the PUD Agreement by and between the Village of Forest Park and the Company ("First Amendment to PUD Agreement") be approved by the corporate authorities of the Village; and

WHEREAS, the Company is ready, willing and able to enter into said First Amendment to PUD Agreement and perform the obligations as required therein.

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

Section 1. The recitals set forth in the preamble are hereby incorporated herein by reference and made a part of this Ordinance.

Section 2. Findings: The Corporate Authorities find as follows:

1. The proposed improvements comply with the regulations of the underlying zoning district. The proposed addition complies with the regulations governing the Subject Property, including specifically the regulations of the underlying I-1 zoning district as modified by the Original PUD Ordinance approved in 2015. The proposed addition requires no variations or zoning relief other than approval of the changes to the approved plans to incorporate the proposed addition. The proposed addition does not require any exceptions under the Village Zoning Regulations. The use of the proposed addition will be consistent with the uses that have existed on the Subject Property for over 40 years and that were approved by the Village pursuant to the Original PUD Ordinance. The proposed addition will not involve or expand in any way the limitation on cooking of animal products as set forth in the Original PUD Ordinance.

2. The proposed planned development is consistent with the comprehensive plan's future land use map. The proposed addition is consistent with the official planning policies and the comprehensive plan of the Village. Section 2 of the Original PUD Ordinance specifically found that the Planned Unit Development granted in 2015 was consistent with the Village's comprehensive plan and nothing about the proposed addition changes the nature or scope of the Planned Unit Development.

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3. The planned development is compatible with and will not diminish the economic value of the surrounding area. The surrounding area includes commercial, industrial, and residential areas. The proposed addition adds no new uses to the Subject Property and does not change any existing uses on the Subject Property, which uses have existed on the Subject Property for more than 40 years, as determined by the Village in 2015 in the Original PUD Ordinance.
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4. Based on the scope of the proposed addition, there are no unusual physical, topographical or historical features of the site of the planned development to be preserved. The proposed addition will not interfere with or impact the Village's continued use of the Village water tower located at the north end of the Subject Property. The proposed addition will not impact any unusual physical, topographical or historical features related to the Subject Property.
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5. The site is under unified control and has been in operation for several decades. Franklin Consolidated, LLC, an Illinois limited liability company, owns the Subject Property.
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6. The proposed uses are consistent with current operations and will not exercise undue detrimental influence upon surrounding properties. The proposed addition adds no new uses to the Subject Property. The Original PUD Ordinance determined that the approved Planned Unit Development would have no detrimental influence on surrounding properties. The proposed addition is consistent with the 2015 approved Planned Unit Development and the proposed addition will not be detrimental to the surrounding properties and will in many respects be beneficial to surrounding properties by, among other things, the inclusion of agreed-upon additional conditions related to the Subject Property and also the removal of three dock doors at the southeast corner of the property on Franklin Street.
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7. The planned development will not endanger public health, welfare, or safety. The proposed addition will alter nothing on the Subject Property that would cause any change to the Village Council's previous findings that the existing uses on the Subject Property are compatible with surrounding uses, will minimize impacts on surrounding properties, and will not endanger public health, welfare, or safety. The proposed addition complies

with the applicable off-street parking requirements and will not cause any new employees to be hired, so the off-street parking requirements remain complied with and unchanged from the Original PUD Ordinance. The proposed addition will have only negligible impacts on area road operations, will not result in more employees (and thus more cars) and will not create any increase in truck trips.

Section 3. The First Amendment to PUD Agreement between the Village and the Company, a copy of which is attached hereto as Exhibit B and made a part hereof, is hereby approved. Upon receipt from the Company within seven (7) days of the date of this Ordinance of four (4) executed copies of said First Amendment to PUD Agreement, and any money or securities required to be deposited therewith, the Mayor and the Village Clerk are hereby authorized and directed to execute and attest to, respectively, said Amendment to PUD Agreement.

Section 4. Upon execution of the First Amendment to PUD Agreement by the Mayor and Village Clerk, the Subject Property is hereby granted a conditional use for the PUD Amendment to be developed in accordance with and subject to the provisions of the First Amendment to PUD Agreement.

Section 5. The approval of the conditional use for the PUD Amendment for the Subject Property is subject to the terms and provisions of the Original PUD Ordinance and PUD Agreement, and all other conditions and requirements imposed and set forth in the Village Code and Zoning Code, as amended, and all other duly enacted ordinances of the Village, except as otherwise provided herein or as modified in the First Amendment to PUD Agreement, and shall be constructed, developed and operated in strict compliance with the testimony presented on behalf of and by the Company and the following plans (“Project Plans”):

- a. Application for Zoning Action
- b. Project Narrative (“Planned Development Proposed Addition,” 6 pages, revised December 24, 2020)
- c. Map of Existing Zoning Districts (undated)
- d. Plat of Subdivision (3 pages, dated November 13, 2015)
- e. Alta/ACSM Land Title Survey (2 pages, dated November 14, 2016)
- f. Traffic Planning Study (22 pages, dated January 5, 2021, by Gewalt Hamilton Associates)
- g. Proposed Elevations (dated December 23, 2020, by Ridgeland Associates)
- h. First Floor Plan (dated December 11, 2020)
- i. Second Floor Plan (dated December 11, 2020)
- j. Proposed Site Plan (dated December 23, 2020, by Ridgeland Associates)

- k. Existing Conditions Site Plan (dated December 23, 2020, by Ridgeland Associates)
- l. Roof Deck Graphic Section View SK4.0 (dated March 3, 2021, by Ridgeland Associates)
- m. Truck Operations Plan (undated, by Gewalt Hamilton Associates)
- n. Proposed Fence Plan (dated March 17, 2021, by Ridgeland Associates)

Section 6. The First Amendment to PUD Agreement between the Village and the Company accurately sets forth all of the agreements between the parties pertaining to the development of the Subject Property.

Section 7. The proposed improvements as approved by the PUD Amendment shall be constructed, developed and operated in strict accordance with the terms and conditions of the Original PUD Ordinance and PUD Agreement, as amended herein, and subject to the following conditions and restrictions:

- 1. The Company will use reasonable measures to minimize truck transports between buildings on the Subject Property from 10:00 p.m. to 6:00 a.m.
- 2. The applicant shall install new directional off-site and on-site signage for truck movements as provided in the Truck Operations Plan and subject to final review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
- 3. Trucks are required to continue to enter and exit from the west except when using loading docks at the southeast corner of the Subject Property.
- 4. Other than trucks of standard delivery services such as UPS, Federal Express, and Amazon, trucks delivering materials to the Company will not park or idle between 10:00 p.m. and 6:00 a.m. on either side of the Franklin Street and Circle Avenue frontages of the Subject Property.
- 5. No refrigerator units are to be used at the western-facing loading docks at the southeast corner of the Subject Property.
- 6. No cooking is to take place within the 7419 building, including the proposed addition and in no event shall food processing operations be expanded into the connected garage structure, without an amendment to the Original PUD Ordinance and PUD Agreement, as amended.
- 7. The hours and operation/occupancy for the roof deck shall be limited to 6:00 a.m. to 11:00 p.m.
- 8. The roof deck is limited to 753 square feet in size and shall be in conformance with the Project Plans.
- 9. Roof deck lighting shall be “down lighting” subject to final review and approval by the Director of Building, Planning, and Zoning.
- 10. The final material of the 6’ screen of the roof deck will be as depicted in the Roof Deck Graphic Section View SK 4.0, subject to review and approval by the Director of Building, Planning, and Zoning.
- 11. Landscaping per the original PUD that has died or is depleted will be replaced before the issuance of a final Certificate of Occupancy, subject to seasonal planting restrictions and approval of the Director of Building, Planning, and Zoning.
- 12. The applicant will remove the current chain link fence/barbed wire fence and replace it with a combination of wrought-iron like open fence and wrought-iron like with infilled synthetic or wood slats, as depicted in the Proposed Fence Plan, along the southern perimeter of the Subject Property. The fence materials will provide visual and noise

screening for the portions of the property that are beyond 25 feet from the west and center entrances to the Subject Property. The Company shall install traffic control warning signs at the entrances, to control both truck ingress and egress and warning pedestrians. The final fence to be constructed is subject to final review and approval by the Director of Building, Planning, and Zoning for compliance with the Proposed Fence Plan.

13. The applicant will identify a "Community Contact Representative" who will be primarily responsible for monitoring and promptly responding to messages received. The name, phone number, and email of a specific person shall be provided to the Director of Building, Planning & Zoning and listed on the company website. Additionally, a 24-hour phone number shall be prominently listed on the company's website.
14. A construction schedule shall be submitted prior to the issuance of a building permit.
15. All construction shall comply with the Building Code of the Village of Forest Park, with final plans subject to review and approval by the Village Engineer and the Director-Building, Planning, and Zoning.
16. Final engineering shall be approved by the Village's consulting engineer prior to issuance of building permits for the exterior work.
17. No building permits and no Certificate of Occupancy for the Subject Property shall be issued by the Department of Public Health and Safety to the Owner unless all debts owed to the Village of Forest Park by the Owner have been paid in full prior to the issuance of such permits or certificates.
18. Any violation of the above conditions will result in a violation of the Municipal code of the Village of Forest Park and the owner may be subject to fines for each day said violation exists.

Section 8. In all other respects, the terms and provisions of the Original PUD Ordinance and PUD Agreement are ratified and remain in full force and effect.

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Section 9. This Ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 22nd day of March, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
FIRST AMENDMENT TO PUD AGREEMENT

Documents Submitted in Support of Farmington Request

- a. Application for Zoning Action
- b. Project Narrative ("Planned Development Proposed Addition," 6 pages, revised December 24, 2020)
- c. Map of Existing Zoning Districts (undated)
- d. Plat of Subdivision (3 pages, dated November 13, 2015)
- e. Alta/ACSM Land Title Survey (2 pages, dated November 14, 2016)
- f. Traffic Planning Study (22 pages, dated January 5, 2021, by Gewalt Hamilton Associates)
- g. Proposed Elevations (dated December 23, 2020, by Ridgeland Associates)
- h. First Floor Plan (dated December 11, 2020)
- i. Second Floor Plan (dated December 11, 2020)
- j. Proposed Site Plan (dated December 23, 2020, by Ridgeland Associates)
- k. Existing Conditions Site Plan (dated December 23, 2020, by Ridgeland Associates)
- l. Roof Deck Graphic Section View SK4.0 (dated March 3, 2021, by Ridgeland Associates)
- m. Truck Operations Plan (undated, by Gewalt Hamilton Associates)
- n. Proposed Fence Plan (dated March 17, 2021, by Ridgeland Associates)

Village of Forest Park

Memorandum

TO: Plan Commission

FROM: Steve Glinke, Director- Building, Planning, and Zoning

RE: PC2021-01: 7419 W. Franklin Street
Applicant: Franklin Foods, Inc. (Farmington Foods)
Owner: Franklin Consolidated, LLC

DATE OF REPORT: January 25, 2021
DATE OF PLAN COMMISSION MEETING: February 1, 2021

The Applicant, Franklin Foods, Inc. (Farmington Foods), is requesting an amendment to the Planned Development granted by Ordinance No. O-35-15 in 2015 to allow the construction of an approximately 8,666 square foot addition (approximately 4,333 square feet over two floors) that will connect two existing buildings on the southeastern part of the site. Per 9-6-8 of the Forest Park Zoning Ordinance, the proposed addition constitutes “major changes” to the approved Planned Development due to an increase in overall coverage of the site that exceeds 5%.

Background Information

Applicant: Franklin Foods, Inc.
7419 W. Franklin Street
Forest Park, Illinois 60130

Owner: Franklin Consolidated LLC
7419 W. Franklin Street
Forest Park, IL 60130

Property Location: Northwest corner of Franklin Street and Circle Avenue

Current Use: Farmington Foods

Comprehensive Plan Designation: Industrial

Current Zoning: PD4 with an underlying I-1 Light Industrial District

Surrounding Zoning:

North: I-1 Light Industrial District

South: R-3 High Density Residential District/B-1 Neighborhood Shopping District

East: B-2 Community Shopping District
West: I-1 Light Industrial District

Project Photos:



Project Documents:

The following documents, submitted by the applicant, are attached to this report.

1. Application for Zoning Action
2. Project Narrative (“Planned Development Proposed Addition”, 6 pages, revised December 24, 2020)
3. Map of Existing Zoning Districts (undated)
4. Plat of Subdivision (3 pages, dated 11/14/16)
5. Alta/ACSM Land Title Survey (2 pages, dated 8/31/15)
6. Traffic Planning Study (22 pages, dated January 5, 2021, by GewaltHamilton Associates)
7. Proposed Elevations (dated December 23, 2020, by Ridgeland Associates)
8. First Floor Plan (dated December 11, 2020)
9. Second Floor Plan (dated December 11, 2020)
10. Proposed Site Plan (dated December 23, 2020, by Ridgeland Associates)
11. Existing Conditions Site Plan (dated December 23, 2020, by Ridgeland Associates)

Project Description:

Farmington Foods processes raw pork, beef, poultry, and vegetables for foodservice and has done so at this location for several decades. In 2015, a Planned Development was considered and approved as part of a request for an addition at that time. The applicant is requesting an amendment to the Planned Development granted by Ordinance No. O-35-15, to construct an addition by connecting two existing buildings. The addition is approximately 8,666 square feet over two floors (a footprint of approximately 4,333 square feet), and is to include an approximately 704 square foot rooftop deck area. The proposed addition is considered a “major change” to the Planned Development based on 9-6-8 due to an increase in coverage that exceeds 5%.

Standards for Planned Development:

1. Except as modified by the planned development, proposed improvements shall comply with the regulations of the underlying zoning district(s) in which it is located.
2. The planned development should be consistent with the official planning policies and the comprehensive plan of the Village.
3. The planned development should be compatible with and not diminish the economic value of the surrounding residential, commercial and industrial areas.
4. Any unusual physical, topographical or historical features of the site of the planned development which are of importance to the people of the area or the community should be preserved.
5. The site of the planned development, at the time of application, shall be under single ownership and/or unified control.
6. The uses in the planned development must be of a type and so located as to exercise no undue detrimental influence upon surrounding properties.
7. The planned development shall not endanger public health, welfare or safety.

Findings of Fact:

1. The proposed improvements comply with the regulations of the underlying zoning district.
2. The proposed planned development is consistent with the comprehensive plan's future land use map.
3. The planned development is compatible with and will not diminish the economic value of the surrounding area.
4. Based on the scope of the proposed addition, there are no unusual physical, topographical or historical features of the site of the planned development to be preserved.
5. The site is under unified control and has been in operation for several decades.
6. The proposed uses are consistent with current operations and will not exercise undue detrimental influence upon surrounding properties.
7. The planned development will not endanger public health, welfare, or safety.

Staff Review

The applicant's materials state that the proposed addition will not change the existing uses, employees, traffic patterns, and parking demands. The addition as a percent of the overall built-out site is approximately 5.8% and connects two existing buildings to allow for a reconfiguration of internal operations due to changes in packaging demand. The proposed addition complies with all applicable standards in the Forest Park Zoning Ordinance. The project as proposed, with conditions, would comply with all applicable development standards in the Forest Park Zoning Ordinance and meets the standards of approval for a Planned Development. Should the Plan Commission wish to support the request, the following sample motion is provided:

Based on the submitted petition and testimony provided, I move that the Plan Commission recommend to the Village Council approval of the request to amend Ordinance No. O-35-15 and to approve a preliminary and final development plan associated with PC2021-01 subject to the findings of fact above and the following conditions:

- 1. The property shall be developed and operated in substantial compliance with the plans submitted and testimony provided by the applicant and the previous Planned Development conditions;***
- 2. All construction shall comply with the Building Code of the Village of Forest Park, with final plans subject to review and approval by the Village Engineer and the Director-Building, Planning, and Zoning;***
- 3. Final engineering shall be approved by the Village's consulting engineer prior issuance of building permits for the exterior work.***
- 4. No building permits and no Certificate of Occupancy for the Subject Property shall be issued by the Department of Public Health and Safety to the Owner unless all debts owed to the Village of Forest Park by the Owner have been paid in full prior to the issuance of such permits or certificate.***
- 5. Any violation of the above conditions will result in a violation of the Municipal code of the Village of Forest Park and the owner may be subject to fines for each day said violation exists.***
- 6. Additional information shall be submitted, subject to review and approval by staff, regarding construction schedule prior to the issuance of a building permit.***

7. *Hours of operation/occupancy for the roof deck shall be limited to 6:00 a.m. to 11:00 p.m.*

Village of Forest Park
Application for Zoning Action

Application For (check all that apply):

Site Plan Approval ☒

Preliminary ^{Final} Planned Development ☒

Rezoning ☐

Variation ☐

Conditional Use ☐

Zoning Relief ☐

Text Amendment ☐

Final Planned Development ☐

Administrative Appeal ☐

Subject Property Information:

Street Address: 7419 West Franklin Street

PTIN(s): 15-12-400-032-0000

Current Zoning District (circle): R-1 R-2 R-3 B-1 B-2 DBD I-1 I-2

Legal Description (attached separate sheet if necessary):

Applicant Information:

Name: Farmington Foods, Inc.

Address: 7419 West Franklin Street

City, State, Zip: Forest Park, IL 60130

Phone: 708-771-3600

Fax: 708-771-4140

Owner Information (if different from applicant)

Name: Franklin Consolidated, LLC

Address: Same

City, State, Zip:

Phone:

Fax:

Applicant Relationship to Property (Is Owner, Architect, Attorney): Operator

Description of Request for Approval (use additional sheet if necessary): Addition to 7419 West Franklin St.

If Application involves Rezoning/Variations/Appeal, List all Section of Zoning Ordinance from which relief is requested (use additional sheets if necessary):

THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

With the submittal of this application, I hereby request that the Mayor and Village Council of the Village of Forest Park grant approval of these relief identified in the Application for Zoning Action for the proposed site development as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. * Proof of ownership must be attached to your application and may include a current title policy report or a deed and a current title search, I also permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

Signature of Applicant

9/22/20
Date

Farmington Foods, Inc. by
Albert A LaValle
CEO & CO

Signature of Owner

9/22/20
Date

Franklin Consolidated, LLC Albert A LaValle, Manager

Subscribed and sworn to before me this 22 day of

September 2020

Notary Public

OFFICIAL SEAL
KATHRYN MURPHY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 25, 2022

For Office Use Only:

Filing Fee:

Paid Date:

Public Hearing Date:

**Planned Development
Proposed Addition
Farmington Foods
November 25, 2020
(As Revised December 24, 2020)**

I. Introduction

Franklin Consolidated, LLC, an Illinois limited liability company ("**Franklin**"), is the owner of the property commonly known as 7419, 7431, and 7445 Franklin Street, Forest Park, Illinois ("**Subject Property**"). Pursuant to the Village of Forest Park Zoning Regulations (Title 9 of the Forest Park Village Code) ("**Zoning Regulations**"); the December 14, 2015 Planned Unit Development granted by the Village for the Subject Property under Ordinance No. 0-35-15 ("**PUD Ordinance**"); and the December, 2015 Planned Unit Development Agreement ("**Development Agreement**"), Farmington Foods, Inc., an Illinois corporation ("**Farmington**"), operates food processing and related office facilities on the Subject Property (collectively, "**Existing Uses**").

Pursuant to Section 9-6-8 of the Zoning Regulations, the PUD Ordinance, and Section 3 of the Development Agreement, Franklin and Farmington (collectively, "**Farmington**") are pleased to submit this application for approval of a very limited modification to the previously approved development plans to allow construction of a minor addition to the existing facilities on the eastern portion (7419 Franklin Street) of the Subject Property ("**Proposed Addition**").

As set forth in greater detail in these materials, the Proposed Addition (1) fully complies with all applicable standards in the Zoning Regulations, the PUD Ordinance, and the Development Agreement; (2) will not change any of the Existing Uses on the Subject Property and will not add any new uses to the Subject Property; (3) will not cause any increase in employees on the Subject Property; and (4) will not change or intensify the traffic patterns or parking demands related to the Existing Uses on the Subject Property.

Farmington looks forward to presenting the Proposed Addition to the Plan Commission at a public hearing at its February 1, 2021 regular meeting and to the Village Board for preliminary and final plan consideration pursuant to Section 9-6-4A of the Zoning Regulations.

II. Property and Facility Status

Farmington continues to process raw and fully cooked pork, beef, poultry and vegetables for human consumption, all as permitted by and in compliance with the PUD Ordinance, the Development Agreement, and the Zoning Regulations. The Proposed Addition will not add any new uses on the Property and Farmington will continue to comply with the PUD Ordinance, the Development Agreement, and the Zoning Regulations.

After a full and complete public hearing and due and public consideration by the Village Board, on December 14, 2015, the Village Board unanimously adopted the PUD Ordinance, Ordinance No. 0-35-15. The PUD Ordinance authorized the Development Agreement, granted a conditional use permit for a planned unit development, and approved a preliminary and final plat of subdivision for the Subject Property and the Existing Uses conducted by Farmington on the Subject Property. The PUD Ordinance also approved an addition to the original building on the western portion of the Subject Property ("**2015 Addition**"). The 2015 Addition was constructed and completed in accordance with all of the requirements of the Village Code, the PUD Ordinance

and the Development Agreement. The PUD Ordinance specifically acknowledges that Farmington and its predecessors and related corporate entities have been operating a facility for food processing and related uses on the Subject Property for more than 40 years. Nothing about the Proposed Addition will change any of these facts.

III. Proposed Addition and Requested Approval.

In accordance with its USDA inspection and SQF Level II Certification, Farmington Foods currently processes raw pork, beef, poultry, and vegetables for foodservice, retail and export from the 7419 building. Packaging is in accordance with requirements for each product specification. Nothing about this will change with the construction of the Proposed Addition.

The Proposed Addition will be located on the eastern portion of the Subject Property commonly known as 7419 Franklin Street. The Proposed Addition will be located between the main building to the north and the smaller one-story brick garage building to the south that fronts onto Franklin Street. The garage is currently used for storage and maintenance and will continue to be used for storage and maintenance. The roof top deck shown on the submitted plans is located on a portion of the existing roof and will allow outdoor space for employees to eat lunch and to take breaks.

The Proposed Addition will have a very small footprint of approximately 4,333 square feet, an approximately 5.8 percent increase from the existing building area footprint on the entire Subject Property. The Proposed Addition will be two stories with a total height of approximately 27' - 1" and total square footage of approximately 8,666 square feet.

Farmington's business requires the completion of the Proposed Addition. As a result of the COVID-19 pandemic, there is a change in demand from supplying foodservice (restaurant) customers to supplying more retail (grocery store) customers. The demand from foodservice (restaurant) customers has decreased while the demand from retail (grocery store) customers has increased. This change requires different packaging to consumer size packages versus bulk pack and this different packaging requires different systems and machinery configuration and some modest additional space (investment and engineering changes). The longer production lines shown in the submitted plans reflect this new machinery and the additional space at the end of the lines allows for the necessary staging and worker spaces. Specifically, the pre-price weighing, labeling, tray and sleeve, and overwrap processes are all specifically related to retail products and not generally utilized for bulk products. The staging area allows space for staging of pork, beef, poultry, and ingredients and packaging materials for the production lines. The quality assurance area allows for space for execution of quality assurance and food safety work.

While triggered by the COVID-19 pandemic, the shift will be a long term change that Farmington must address. Nothing, however, about the Proposed Addition or the use of the space in the Proposed Addition will change the nature of Farmington's operations on the Subject Property as approved by the Village in 2015. The Proposed Addition has been planned so that it will not cause any increase employee headcount. To allow machinery reconfiguration on the first floor of the Proposed Addition, the sales office and its employees will be moved to the second floor of the Proposed Addition. Accordingly, the Proposed Addition will include an elevator to increase building accessibility consistent with the Americans with Disabilities Act.

Under the Zoning Regulations, there are two types of PUD amendments – major and minor. The Zoning Regulations provide a list of seven types of changes that would constitute a major change to a PUD. Because of the limited scope of the Proposed Addition, six out of seven

of these changes do not apply to this application. Specifically, the Proposed Addition (1) will not alter the use or character of the development on the Subject Property, (2) will not increase the intensity of use over 10 percent, (3) will not reduce any allocated open space, (4) will not cause any reduction in off street parking or loading, (5) will not change any applicable project designs set forth in the PUD Ordinance or the Development Agreement, and (6) will not require any variations from the Zoning Regulations. Nevertheless, the Proposed Addition constitutes a major change under the Zoning Regulations because the seventh type of change that constitutes a major change is any new construction that increases lot coverage by 5 percent. The Proposed Addition would increase the lot coverage by 5.8 percent, or just 627 square feet over the 5 percent threshold.

Section 3 of the Development Agreement contains additional provisions related to whether adjustments to approved PUD plans are major or minor. The primary standard under Section 3 of the Development Agreement is that major amendments are those that will change the essential character of the PUD authorized by the approved plans. The Proposed Addition will in no way change the essential character of the Existing Uses on the Subject Property. Nevertheless, because the Proposed Additional is 627 square feet over the 5 percent threshold, Farmington is submitting these materials for the required public hearing and Village Board consideration to approve the Proposed Addition.

IV. Standards.

The Planned Development standards related to approval of the Proposed Addition are set forth in Section 9-6-2 of the Village Zoning Regulations. The Proposed Addition satisfies each and every one of these standards as set forth below:

- ☐ The Proposed Addition complies with the regulations governing the Subject Property, including specifically the regulations of the underlying I-1 zoning district as modified by the PUD Ordinance approved in 2015. The Proposed Addition requires no variations or zoning relief other than approval of the changes to the approved plans to incorporate the Proposed Addition. *Section 9-6-2A1.*
- The Proposed Addition is consistent with the official planning policies and the comprehensive plan of the Village. Section 2 of the PUD Ordinance specifically found that the planned development granted in 2015 was consistent with the Village's comprehensive plan and nothing about the Proposed Addition changes the nature or scope of the planned development. *Section 9-6-2A2.*
- ☐ The Proposed Addition is compatible with and will in no way diminish the economic value of the surrounding residential, commercial, and industrial areas. The Proposed Addition adds no new uses to the Subject Property and does not change any existing uses on the Subject Property, which uses have existed on the Subject Property for more than 40 years, as found by the Village in the 2015 PUD Ordinance. *Section 9-6-2A3.*
- The Proposed Addition will in no way interfere with or impact the Village's continued use of the Village water tower located at the north end of the Subject Property. The Proposed Addition will not impact any unusual physical, topographical or historical features related to the Subject Property. *Section 9-6-2A4.*
- ☐ The Subject Property is under single ownership and control by Franklin Consolidated, LLC, an Illinois limited liability company. *Section 9-6-2A5.*
- ☐ The 2015 PUD Ordinance correctly determined that the approved planned unit development would have no detrimental influence on surrounding properties. There is

nothing about the Proposed Addition that will be detrimental to surrounding properties in any way. *Section 9-6-2A6.*

- The Proposed Addition will in no way endanger public health, welfare or safety. Farmington operations on the Subject Property will continue to comply completely with all applicable local, state, and federal rules and regulations. *Section 9-6-2A7.*
- The Proposed Addition does not require any exceptions under the Village Zoning Regulations. The use of the Proposed Addition will be entirely consistent with the uses that have existed on the Subject Property for over 40 years and that were specifically approved by the Village pursuant to the 2015 PUD Ordinance. The Proposed Addition will not involve or expand in any way the limitation on cooking of animal products as set forth in the 2015 PUD Ordinance. The Proposed Addition will likewise alter nothing on the Subject Property that would cause any change to the Village's previous findings that the Existing Uses on the Subject Property are compatible with surrounding uses, will minimize impacts on surrounding properties, and will not endanger public health, welfare, or safety. *Section 9-6-2B.*
- The Proposed Addition will not be utilized for any use that is not allowed in the underlying I-1 zoning district and the request for approval of the Proposed Addition does not require any special use exceptions or approvals under the Village Zoning Regulations. *Section 9-6-2B.*
- The Proposed Addition will be located on the Subject Property, which is approximately 4.4 acres and thus far exceeds the one-half acre planned development minimum lot size requirement. *Section 9-6-2C.*
- The Zoning Regulations set a maximum lot coverage of 85 percent for planned developments. The Proposed Addition will add just 4,333 square feet of lot coverage. With the Proposed Addition, the total lot coverage on the Subject Property will still be less than half of the required maximum, or approximately 41 percent, and thus will continue to easily comply with the maximum lot coverage requirements for planned developments, without any request or need for any lot coverage bonus areas. *Section 9-6-2D.*
- The I-1 District allows six stories or 75' maximum height restriction. The 2015 approved PUD included a maximum building height of 21 feet, 3 inches. The Proposed Addition will be approximately 21 feet, 1 inch and thus will comply with both the I-1 District regulations and the 2015 PUD Ordinance. *Section 9-6-2F.*
- The Proposed Addition will not change the setbacks of the existing buildings from the front lot line. Further, the Proposed Addition provides a setback from the rear property line in excess of that provided on any adjoining property. *Section 9-6-2G.*
- Planned development off-street parking requirements are governed by the applicable regulations set forth in Chapter 8 of the Zoning Regulations. Industrial uses under Chapter 8 require one parking space for every two employees. The 2015 PUD Ordinance provided that 87 parking spaces were required and 116 parking spaces, including 5 accessible spaces, were being provided. The PUD Ordinance also stated that there were ample loading spaces on the Subject Property (15 total). The Proposed Addition will not cause any new employees to be hired so the off-street parking requirements remain unchanged from the 2015 PUD Ordinance. The Applicant has never had any issues with the property providing parking for its employees. Thus, the Proposed Addition complies with the applicable off-street parking requirements for the Subject Property. *Section 9-6-2H.*
- The Proposed Addition will be located between two existing buildings on the Subject Property. The Proposed Addition will not necessitate additional landscaping and will not interfere with any of the landscaping installed, provided, or required in accordance with the 2015 PUD Ordinance. *Section 9-6-2I.*

- ☐ The Proposed Addition will comply with all applicable provisions of the Village sign regulations. *Section 9-6-2J.*
- ☐ The Proposed Addition does not require any additional subdivision approvals for the Subject Property. *Section 9-6-2K.*
- ☐ The Director of Public Health and Safety has determined that a fiscal impact study, a school impact study, and a market study are not required as part of the application for approval of the Proposed Addition. *Section 9-6-2L.*
- ☐ Farmington has provided a traffic and parking report prepared by Gewalt Hamilton that explains that the Proposed Addition will not change the traffic patterns or parking demands related to the Existing Uses on the Subject Property. Gewalt Hamilton is a well-known and highly respected multi-disciplinary engineering and surveying firm with particular expertise in traffic and parking design and evaluation.
- ☐ The development pattern in the area surrounding the Subject Property is well established as set forth in the 2015 PUD Ordinance. The Proposed Addition will in no way impede the normal and orderly development and improvement of surrounding property for uses permitted in the applicable zoning districts.
- ☐ The Subject Property is already served by adequate utilities, access roads, and drainage facilities.

V. Submittals.

Following our October 29, 2020 preapplication meeting and the Village's December 21, 2020 request for additional information, Farmington has prepared and now submits the following materials in support of its request for approval of the Proposed Addition and in compliance with Section 9-6-4B of the Village Zoning Regulations:

- **Exhibit A** – Legal Description of the Subject Property
- **Exhibit B** – Current ALTA Plat of Survey of the Subject Property (*Ridgeline Associates, Inc.*; 2 pages; dated 11/14/2016)
- **Exhibit C** – Current Plat of Subdivision of the Subject Property (*Ridgeline Associates, Inc.*; 17 pages; dated 11/13/2015; recorded on 1/25/2016 as Document No. 1902544024)
- **Exhibit D** – 2015 PUD Ordinance and Development Agreement
- **Exhibit E** – Village Certificate of Final Inspection and Occupancy, and Zoning Compliance (9/26/2016)
- **Exhibit F** – Proposed Addition Elevations Plan (*Ridgeland Associates, Inc.*; one page; dated 12/23/2020)
- **Exhibit G** – Proposed Addition Floor Plans (*Ridgeland Associates, Inc.*; three pages)
- **Exhibit H** – Existing Conditions Site Plan (*Ridgeland Associates, Inc.*; one page; dated 12/23/2020)
- **Exhibit I** – Photos of Existing Conditions (4 pages)
- **Exhibit J** – Site Plan (*Ridgeland Associates, Inc.*; one page; dated 12/23/2020)
- **Exhibit K** – Zoning Map
- **Exhibit L** – Application for Zoning Action (including \$450 Application Fee)
- **Exhibit M** – Cost Recovery Agreement (fully executed)
- ☐ **Exhibit N** -- Affidavit of surrounding properties & mailing list (fully executed version of which to be provided upon service of notice of February 1 public hearing)
- **Exhibit O** – Notice of public hearing

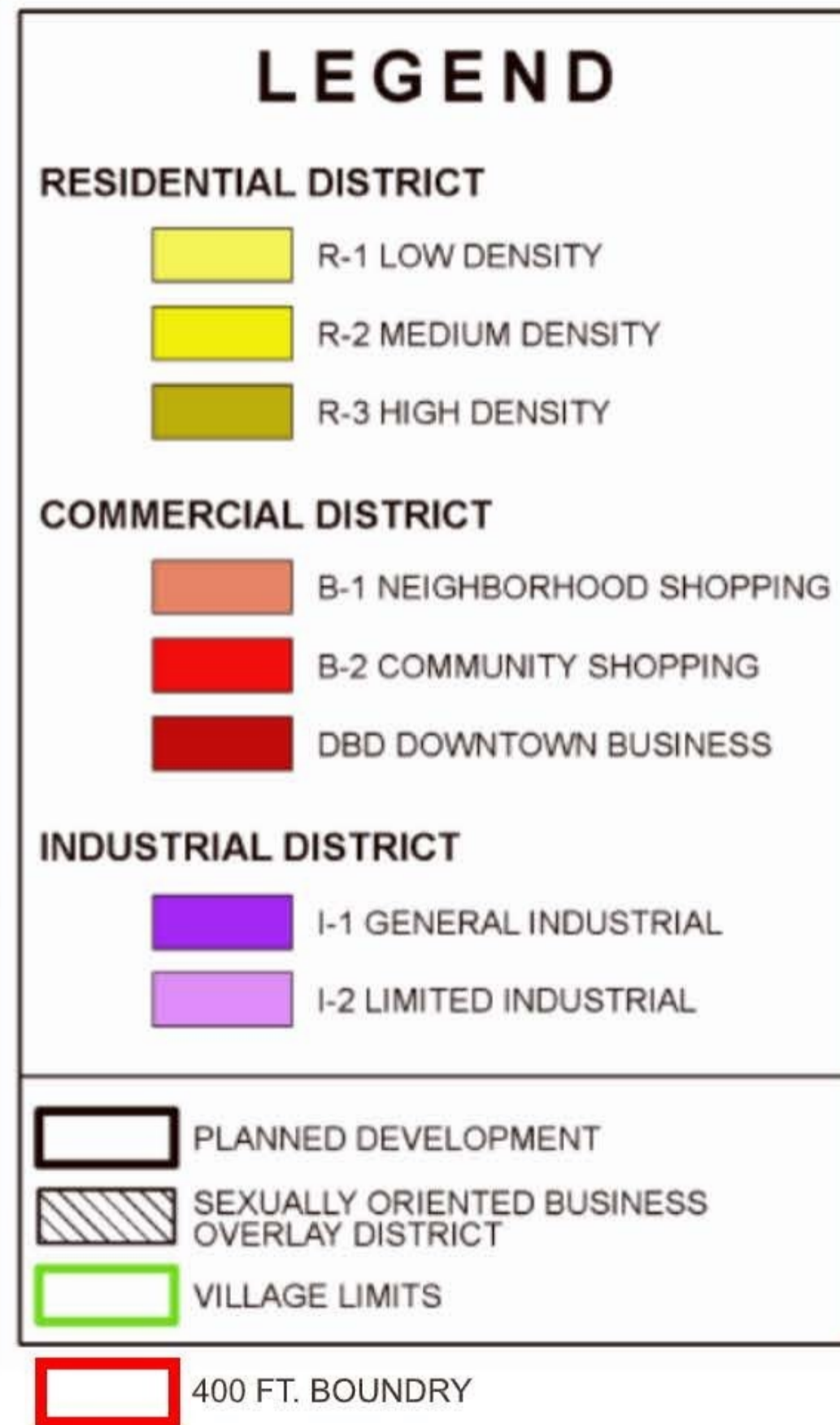
- **Exhibit P** – Gewalt Hamilton Report (dated December 24, 2020)

Farmington's development team for the Proposed Addition is as follows:

- ☐ Albert A. La Valle, Chief Operating Officer and Chief Financial Officer, Farmington Foods, Inc.
- ☐ Zenon Kurdziel, President, Ridgeland Associates, Inc. -- Engineering and Architectural Services
- Peter Friedman, Elrod Friedman LLP – Legal and Zoning Entitlement Counsel
- William C. Grieve, P.E., PTOE, Senior Transportation Engineer, Gewalt Hamilton Associates, Inc. – Traffic and Parking Engineer

Thank you for your consideration of the Proposed Addition as described in this submittal. We look forward to presenting this opportunity to you at the February 1, 2021 Plan Commission public hearing and then to the Village Board for preliminary and final approval.

MAP OF EXISTING ZONING DISTRICTS



FRANKLIN SUBDIVISION

PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF
SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

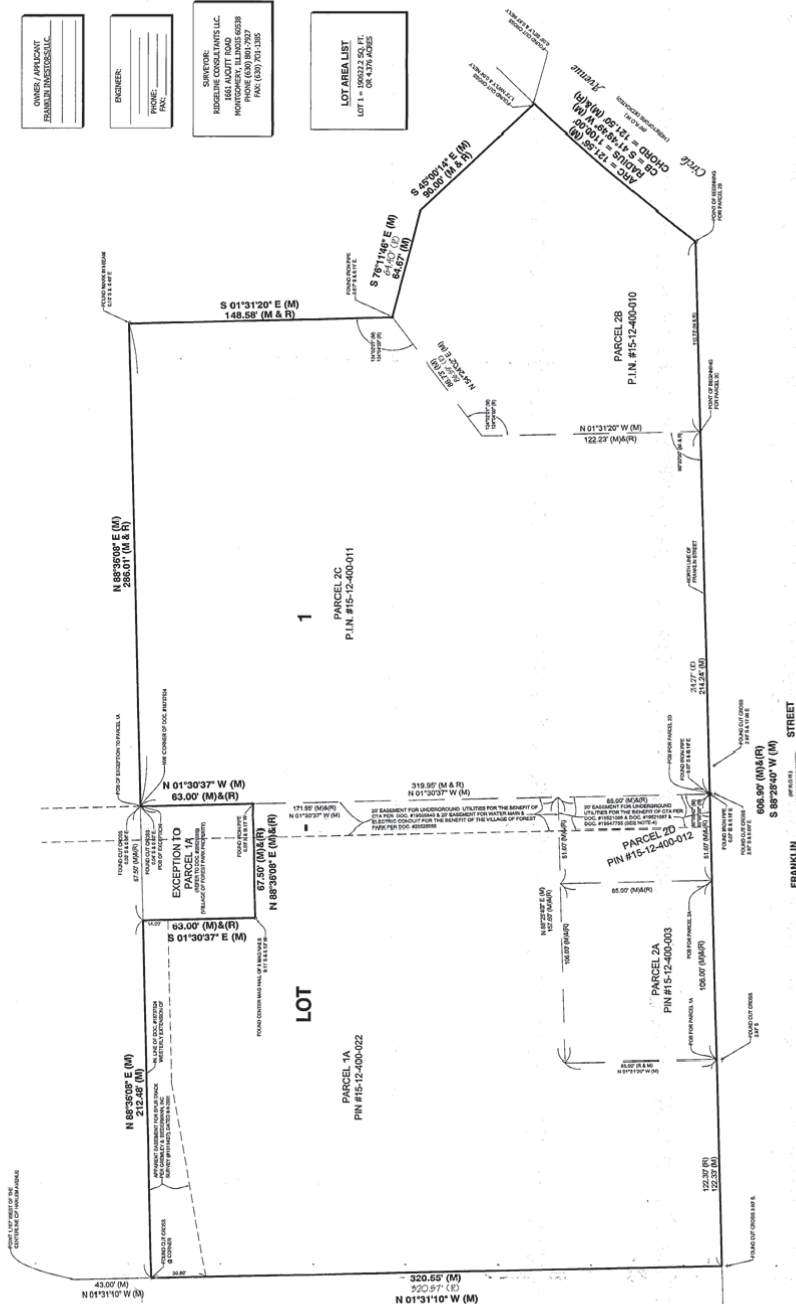
THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY AND RETURN TO:
NAME: VILLAGE OF FOREST PARK
ADDRESS: 517 DESPLAINES AVE.
FOREST PARK, IL. 60130

ENGINEER:

LOT AFF

PAGE 1 OF 3

PREPARED ON OCTOBER 13, 2015
VILLAGE PROJECT NUMBER
FRANKLIN SUBDIVISION



3/4" INCH DIAMETER X 1/4" THICK PIPES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
ALL BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SUBJECT PARCELS OF LAND (ALSO THE NORTH LINE OF MANHATTAN STREET) HAVING AN ASSUMED BEARING OF S89°29'41"E.

THE SOUTH LINE OF THE EIGHT (8) PARCELS TO BE SUBJECT TO A JOINT EASEMENT FOR WATERS AND ELECTRIC CONDUIT AND WIRING FOR THE BENEFIT OF THE VILLAGE OF FOREST PARK PER-

GEORGE H. BUGAJSKI P.L.B. 035-002690 EXPIRATION DATE 1/20/2016
STEVADY L. STEVART P.L.B. 035-003419 EXPIRATION DATE 1/20/2016
EDWARD A. HEDDE P.L.B. 035-003020 EXPIRATION DATE 1/20/2016
PROFESSIONAL DESIGN FIRM NO. 184-QC4766

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

FINAL PLAT OF SUBDIVISION
FRANKLIN SUBDIVISION

PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF
SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

Deed 160244424 Reg. 3258.00
Noted for recording on 10/12/16
Cook County Recorder of Deeds
Date: 10/12/16 12:19 PM Pg. 0

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)
THIS IS TO CERTIFY THAT FRANKLIN INVESTORS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY,
IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND AS SUCH OWNER, HAS
CAUSED THE PROPERTY TO BE SURVEYED AND PLATTED AS SHOWN HEREON, FOR THE USES AND
PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID
CORPORATION DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND
TITLE AFORESAID.

THIS 31 DAY OF DECEMBER, A.D. 2015
BY: Albert A. Calvite ATTEST: Gu. V. Goren
SIGNATURE SIGNATURE
TITLE: Managing Member TITLE: Notary Public

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)
I, Belinda D. Scallone, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN
THE STATE AFORESAID, DO HEREBY CERTIFY THAT Albert Calvite
MANAGING MEMBER PRINT NAME TITLE
OF SAID CORPORATION, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS
WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS
SUCH, AND Gu. V. Goren RESPECTFULLY,
TITLE TITLE
APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT
THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT
AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES
THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL
THIS 31 DAY OF DECEMBER, A.D. 2015
Belinda D. Scallone
NOTARY PUBLIC SIGNATURE
PRINT NAME
MY COMMISSION EXPIRES ON 6 MONTH DATE 01 2019

THE UNDERSIGNED, BEING DULY SWORN, UPON HER/His OATH DEPOSES AND STATES AS
FOLLOWS:
1. THAT Franklin Investors, LLC IS THE OWNER OF THE
PROPERTY LEGALLY DESCRIBED ON THE PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO
THE VILLAGE OF FOREST PARK, ILLINOIS FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED
HEREIN BY REFERENCE; AND
2. TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL,
LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:
Grade 91, High 209, College 504

BY: Albert A. Calvite ATTEST: Gu. V. Goren
SIGNATURE SIGNATURE
TITLE: Managing Member TITLE: Notary Public
Belinda D. Scallone
NOTARY PUBLIC SIGNATURE
PRINT NAME
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SCHOOL DISTRICT BOUNDARY STATEMENT

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VILLAGE COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)
APPROVED BY THE VILLAGE COUNCIL OF FOREST PARK BY ORDINANCE 0-35-15 AT
A MEETING HELD ON THE 14 DAY OF DECEMBER, 2015, AND THAT THE REQUIRED
BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS
REQUIRED BY THE REGULATION OF SAID VILLAGE.

BY: Vanessa Moritz ATTEST: Vanessa Moritz
MAYOR VILLAGE CLERK
TITLE: Village Clerk

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)
I, Vanessa Moritz, VILLAGE CLERK OF THE VILLAGE OF FOREST PARK,
COOK COUNTY, ILLINOIS, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO AND BY ITS
MEETING HELD ON THE 14 DAY OF DECEMBER, 2015, AND THAT THE REQUIRED
BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS
REQUIRED BY THE REGULATION OF SAID VILLAGE.

BY: Vanessa Moritz
VILLAGE CLERK

THE UNDERSIGNED, BEING DULY SWORN, UPON HER/His OATH DEPOSES AND STATES AS
FOLLOWS:
1. THAT Franklin Investors, LLC IS THE OWNER OF THE
PROPERTY LEGALLY DESCRIBED ON THE PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO
THE VILLAGE OF FOREST PARK, ILLINOIS FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED
HEREIN BY REFERENCE; AND
2. TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL,
LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:
Grade 91, High 209, College 504

BY: Albert A. Calvite ATTEST: Gu. V. Goren
SIGNATURE SIGNATURE
TITLE: Managing Member TITLE: Notary Public
Belinda D. Scallone
NOTARY PUBLIC SIGNATURE
PRINT NAME
MY COMMISSION EXPIRES ON 6 MONTH DATE 01 2019

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2. TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL,
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SIGNATURE SIGNATURE
TITLE: Managing Member TITLE: Notary Public
Belinda D. Scallone
NOTARY PUBLIC SIGNATURE
PRINT NAME
MY COMMISSION EXPIRES ON 6 MONTH DATE 01 2019

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)
THIS IS TO STATE THAT I, George H. Skulavik, ILLINOIS PROFESSIONAL LAND SURVEYOR #2590
HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1A: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS
FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF FRANKLIN STREET IN THE
VILLAGE OF FOREST PARK, ILLINOIS, DISTANT 40.00 FEET WEST OF THE NORTHWESTERLY
LINE OF CIRCLE AVENUE, AS MEASURED ALONG THE NORTH LINE OF SAID FRANKLIN STREET;
THENCE NORTH ALONG A LINE AT RIGHT ANGLES WITH THE NORTH LINE OF SAID FRANKLIN
STREET, A DISTANCE OF 85.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE
NORTH LINE OF SAID FRANKLIN STREET, A DISTANCE OF 157.00 FEET TO THE WEST LINE OF A
TRACT OF LAND CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO
CITIS SERVICE OIL COMPANY BY DEED DATED FEBRUARY 25, 1963 AND RECORDED MARCH
8, 1963 AS DOCUMENT 1873754; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT OF
LAND AS DESCRIBED IN DEED DATED FEBRUARY 25, 1963, A DISTANCE OF 234.11 FEET TO
THE NORTHWESTERLY CORNER; THENCE WEST ALONG THE EXTENSION OF THE NORTH LINE
OF SAID TRACT OF LAND AS DESCRIBED IN DEED DATED FEBRUARY 25, 1963, A DISTANCE OF
275.00 FEET; THENCE SOUTH ALONG A LINE DRAWN AT RIGHT ANGLES FROM THE NORTH
LINE OF SAID FRANKLIN STREET, A DISTANCE OF 335.37 FEET TO THE NORTH LINE OF SAID
FRANKLIN STREET; THENCE EAST ALONG THE NORTH LINE OF SAID FRANKLIN STREET, A
DISTANCE OF 122.30 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.
EXCEPTING FROM THE FOREGOING PROPERTY THE FOLLOWING DESCRIBED REAL ESTATE:
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING
AT A POINT ON THE NORTH LINE OF FRANKLIN STREET IN THE VILLAGE OF FOREST PARK,
ILLINOIS, DISTANT 40.00 FEET WEST OF THE NORTHWESTERLY LINE OF CIRCLE AVENUE, AS
MEASURED ALONG THE NORTH LINE OF SAID FRANKLIN STREET; THENCE NORTH ALONG A
LINE AT RIGHT ANGLES WITH THE NORTH LINE OF SAID FRANKLIN STREET, A DISTANCE OF
85.00 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID FRANKLIN
STREET, A DISTANCE OF 157.00 FEET TO THE WEST LINE OF A TRACT OF LAND CONVEYED BY
THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO CITIS SERVICE OIL COMPANY BY
DEED DATED FEBRUARY 25, 1963 AND RECORDED MARCH 8, 1963 AS DOCUMENT 1873754;
THENCE NORTH ALONG THE WEST LINE OF SAID TRACT OF LAND AS DESCRIBED IN DEED
DATED FEBRUARY 25, 1963, A DISTANCE OF 234.11 FEET TO THE NORTHWESTERLY CORNER;
THENCE WEST ALONG THE EXTENSION OF THE NORTH LINE OF SAID TRACT OF LAND AS DESCRIBED IN
THE DEED DATED FEBRUARY 25, 1963, ABOVE REFERRED TO, A DISTANCE OF 275.00 FEET;
THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID TRACT OF LAND AS
DESCRIBED IN THE DEED DATED FEBRUARY 25, 1963, ABOVE REFERRED TO, A DISTANCE OF
335.37 FEET; THENCE EAST TO A POINT ON THE NORTH LINE OF SAID TRACT OF LAND AS
DESCRIBED IN THE DEED DATED FEBRUARY 25, 1963, ABOVE REFERRED TO, A DISTANCE OF
122.30 FEET SOUTH OF THE POINT OF BEGINNING OF THE PREMISES CONVEYED HEREIN;
THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING OF THE PREMISES
CONVEYED HEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 2A: A PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED
AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF FRANKLIN STREET IN THE
VILLAGE OF FOREST PARK, ILLINOIS, DISTANT 37.00 FEET WEST OF ITS INTERSECTION WITH THE
NORTHWESTERLY LINE OF CIRCLE AVENUE (FORMERLY "Y" AVENUE), RUNNING THENCE
WEST ALONG THE NORTH LINE OF SAID FRANKLIN STREET, 100.00 FEET; THENCE NORTH AT
RIGHT ANGLES, 85.00 FEET; THENCE EAST AT RIGHT ANGLES, 100.00 FEET; THENCE SOUTH
AT RIGHT ANGLES, 85.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2B: THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE
INTERSECTION OF THE NORTH LINE OF FRANKLIN STREET AND THE NORTHWESTERLY LINE
OF CIRCLE AVENUE IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS; THENCE
WEST ALONG THE NORTH LINE OF SAID FRANKLIN STREET, A DISTANCE OF 122.30 FEET;
THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID FRANKLIN
STREET, A DISTANCE OF 122.30 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH
FORMS AN ANGLE OF 124 DEGREES 04 MINUTES 05 SECONDS MEASURED
COUNTERCLOCKWISE FROM THE LAST DESCRIBED LINE, A DISTANCE OF 85.00 FEET; THENCE
SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 84.40 FEET TO A POINT 90.00 FEET
NORTHERLY OF AND MEASURED RADICALLY TO THE NORTHWESTERLY LINE OF SAID
FRANKLIN STREET, A DISTANCE OF 122.30 FEET; THENCE NORTH ALONG A LINE DRAWN FROM A
POINT ON THE NORTHWESTERLY LINE OF CIRCLE AVENUE, 121.50 FEET CHORD DISTANCE FROM THE POINT OF BEGINNING,
THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE NORTHWESTERLY LINE OF SAID
FRANKLIN STREET, A DISTANCE OF 122.30 FEET; THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID
FRANKLIN STREET, A DISTANCE OF 122.30 FEET; THENCE NORTH AT RIGHT ANGLES, 85.00 FEET; THENCE EAST AT
RIGHT ANGLES, 100.00 FEET; THENCE SOUTH AT RIGHT ANGLES, 85.00 FEET TO THE POINT OF BEGINNING,
IN COOK COUNTY, ILLINOIS.

PARCEL 2C: THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE
OF FRANKLIN STREET, A DISTANCE OF 117.73 FEET WESTERLY MEASURED ALONG SAID NORTH
LINE OF FRANKLIN STREET FROM THE NORTHWESTERLY LINE OF CIRCLE AVENUE, AS SAID
FRANKLIN STREET AND CIRCLE AVENUE ARE NOW LOCATED AND ESTABLISHED IN THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS; THENCE WEST ALONG SAID NORTHERLY
LINE OF FRANKLIN STREET, A DISTANCE OF 214.57 FEET; THENCE NORTH AT RIGHT ANGLES
TO SAID NORTH LINE OF FRANKLIN STREET, A DISTANCE OF 318.95 FEET; THENCE EASTERLY
ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID NORTH LINE OF FRANKLIN STREET, A
DISTANCE OF 148.88 FEET; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN
ANGLE OF 124 DEGREES 04 MINUTES 05 SECONDS, MEASURED COUNTERCLOCKWISE FROM
THE LAST DESCRIBED LINE, A DISTANCE OF 86.89 FEET; MORE OR LESS, TO THE
INTERSECTION OF A LINE DRAWN NORTHERLY AT RIGHT ANGLES TO SAID NORTH LINE OF
FRANKLIN STREET FROM THE PLACE OF BEGINNING, THENCE SOUTHERLY, A DISTANCE OF
122.33 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2D: THAT PART OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12,
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS
FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE NORTH LINE OF FRANKLIN STREET
DISTANT 327.50 FEET WESTERLY MEASURED ALONG SAID NORTH LINE OF FRANKLIN STREET,
FROM THE NORTHWESTERLY LINE OF CIRCLE AVENUE AS SAID FRANKLIN STREET AND
CIRCLE AVENUE ARE NOW LOCATED AND ESTABLISHED IN THE VILLAGE OF FOREST PARK,
COOK COUNTY, ILLINOIS; THENCE NORTHERLY, AT RIGHT ANGLES TO SAID NORTHERLY LINE
OF FRANKLIN STREET, A DISTANCE OF 85.00 FEET; THENCE WESTERLY, AT RIGHT ANGLES
TO THE LAST DESCRIBED LINE, A DISTANCE OF 110.00 FEET; MORE OR LESS, TO THE NORTHEAST
CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO WALSON AND CO., INC., BY
CHARLES M. THOMSON, TRUSTEE, AND THE CHICAGO AND NORTHWESTERN RAILWAY
COMPANY BY DEED DATED NOVEMBER 8, 1941; THENCE SOUTHERLY ALONG THE EASTERLY
LINE OF SAID PARCEL OF LAND CONVEYED TO WALSON AND CO., INC., A DISTANCE OF
157.00 FEET; MORE OR LESS, TO SAID NORTH LINE OF FRANKLIN STREET; THENCE EASTERLY
ALONG SAID NORTH LINE OF FRANKLIN STREET, A DISTANCE OF 81.60 FEET, MORE OR LESS,
TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

I FURTHER STATE THAT THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE
LIMITS OF THE VILLAGE OF FOREST PARK, THE VILLAGE OF FOREST PARK HAS ADOPTED AN OFFICIAL
COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF
ILLINOIS ACCORDING TO 85 ILCS 5/11-12-AS HERETOFORE AND HEREINAFTER AMENDED.

I FURTHER STATE THAT THE PROPERTY IN THIS SUBDIVISION DOES NOT FALL IN ANY SPECIAL FLOOD
HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

STATE OF ILLINOIS, VILLAGE OF MONTGOMERY, COUNTY OF KANE THIS 21st DAY
OF December, A.D. 2015.

BY: George H. Skulavik
ILLINOIS PROFESSIONAL LAND SURVEYOR #2590
LICENSE EXPIRATION / RENEWAL DATE 11-30-2016

160244424
FRANKLIN SUBDIVISION
PAGE 3 OF 3

PREPARED ON OCTOBER 13, 2016

STATE OF ILLINOIS)
COUNTY OF COOK)
APPROVED BY THE VILLAGE COUNCIL OF FOREST PARK BY ORDINANCE 0-35-15 AT
A MEETING HELD ON THE 14 DAY OF DECEMBER, 2015, AND THAT THE REQUIRED
BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS
REQUIRED BY THE REGULATION OF SAID VILLAGE.

BY: Vanessa Moritz ATTEST: Vanessa Moritz
MAYOR VILLAGE CLERK
TITLE: Village Clerk

STATE OF ILLINOIS)
COUNTY OF COOK)
APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF FOREST PARK, AT A PUBLIC MEETING
HELD:
THIS 31 DAY OF DECEMBER, A.D. 2015
BY: Gu. V. Goren ATTEST: Gu. V. Goren
SIGNATURE SIGNATURE
TITLE: Director of Public Health and Safety

STATE OF ILLINOIS)
COUNTY OF COOK)
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ABBREVIATION LEGEND	
B/C	= BUILDING CORNER
C/L	= CHORD BEARING
C/L	= CENTERLINE
E	= EAST
EOP	= EASTERLY
EOP	= EDGE OF PAVEMENT
F/C	= FINISHED CORNER
F/E	= FINISHED FLOOR ELEVATION
M	= MEASURED DISTANCE
N	= NORTH
NLY	= NORTHERLY
P	= POINT OF BEGINNING
P/S	= SECOND DISTANCE
S	= SOUTH
S/E	= SOUTHERLY
S/EOP	= TOP OF FOUNDATION ELEVATION
S/EOP	= WEST
S/EOP	= WESTERLY

SYMBOL LEGEND	
	= BATH BASIN
	= CATCH OUT
	= CONCRETE
	= GAS METER
	= HYDRANT
	= MANHOLE
	= STORM MANHOLE
	= WATER MANHOLE
	= WATER TOWER POLE

LINE TYPE LEGEND	
	DEPRESSED CURB
	FENCE
	GUARD RAIL
	CENTERLINE OF OVERHEAD WIRES
	UTILITY



ALTA / NSPS LAND TITLE SURVEY

LEGAL DESCRIPTION:

PARCELS OF THE HARLEM PLAT OF HANNAH BURNES COMPANY, BEING A PART OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 185348-04 IN COOK COUNTY, ILLINOIS.

THESE PARCELS WERE COINED BY DOCUMENT AND THE SURVEY OF PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Traffic Planning Study

To: **Peter M. Friedman**
Elrod Friedman, LLP

From: Bill Grieve, P.E., PTOE
Senior Transportation Engineer

Justin Opitz, AICP
Transportation Planner

Date: December 24, 2020
Updated January 5, 2021

Subject: ***Farmington Foods***
7419 Franklin Street
Forest Park, Illinois

Part I. Project Context and Summary Statement

Gewalt Hamilton Associates, Inc. (GHA) has conducted a traffic planning study for the above captioned project located at 7419 Franklin Street, just southwest of the Harlem/Lake CTA Green Line Stop in Forest Park, Illinois. The site has been occupied by Farmington Foods since 1972, which is a food processing business. There are three buildings located on 4.376 acres of property. The site has access provided off Franklin Street in three locations. The westmost access drive is for employees and trucks only.

As proposed, Farmington Foods will add on to its existing footprint to accommodate engineering changes to its production lines. There are currently three buildings on site and the proposed addition will be located between the main building to the north and the smaller one-story brick garage building to the south that fronts onto Franklin Street. The proposed addition will have a small footprint of approximately 4,400 square feet and will not cause an increase in employee headcount. Access to the site will remain the same and will still be located off of Franklin Street. Most employees and all trucks will continue to utilize the westmost access drive.

The following summarizes our findings for your consideration. *Exhibits* and *Appendices* referenced are centrally located at the end of this document.

Part II. Background Information

Site Location Map, Existing Traffic Operations, and Roadway Inventory

Exhibit 1 provides a site location map, ***Exhibit 2A*** illustrates the existing traffic operations, while ***Exhibits 2B*** and ***2C*** depict the existing parking operations on adjacent streets and on-site, respectively. ***Appendix A*** provides a photo inventory of the site vicinity. Pertinent comments regarding land-uses in the site vicinity and transportation components, both vehicular and non-auto mobility include:

Area Land Uses

- ☐ The site currently contains three buildings on 4.376 acres and is a food processing business. It is also bordered to the north by the CTA Green Line and Metra UP-W railroad tracks.
- ☐ Harlem Avenue (IL 43) corridor, which is located just east, consists of a mix of commercial and residential uses.
- ☐ A lumber sales business is located directly west/north.
- ☐ Multifamily and single-family residential border the site to the west, south, and east.

Roadway Inventory

Franklin Street

- ☐ Franklin Street is an east/west local street that has a posted speed limit of 25 mph.
- ☐ Franklin Street provides an urban cross-section with one travel lane in each direction.
- ☐ At its unsignalized intersection with Circle Avenue/Belvidere Avenue and Des Plaines Avenue/Brown Avenue, Franklin Street provides a single shared turn/through lane for all possible movements.
- ☐ Two hour free street parking is provided on both sides of the street in the site vicinity.

Circle Avenue

- ☐ Circle Avenue is a northeast/southwest local street that has a posted speed limit of 25 mph in the site vicinity.
- ☐ Circle Avenue provides an urban cross-section with one travel lane in each direction.
- ☐ At its unsignalized intersection with Franklin Street/Belvidere Avenue, Circle Avenue provides a single shared turn/through lane for all possible movements.
- Two hour free street parking is provided on both sides of the street south of Franklin Street. However, north of Franklin Street, Circle Avenue provides paid parking (\$1 per hour) between 6 AM – 8 PM on both sides of the street.

Belvidere Avenue

- ☐ Belvidere Avenue is a north/south local street that has a posted speed limit of 25 mph.
- ☐ Belvidere Avenue provides an urban cross-section with one travel lane in each direction.
- ☐ At its unsignalized intersection with Circle Avenue/Franklin Street, Belvidere Avenue provides a single shared turn/through lane for all possible movements.
- ☐ Two hour free street parking is provided on both sides of the street in the site vicinity.

Des Plaines Avenue

- ☐ Des Plaines Avenue is a north/south local street that has a posted speed limit of 25 mph in the site vicinity.
- ☐ Des Plaines Avenue provides an urban cross-section with one travel lane in each direction.
- ☐ At its unsignalized intersection with Franklin Street/Brown Avenue, Des Plaines Avenue provides a single shared turn/through lane for all possible movements.
- ☐ Two hour free street parking is provided on both sides of the street.

Brown Avenue

- ☐ Brown Avenue is a northwest/southeast local street that has a posted speed limit of 25 mph in the site vicinity.

- Brown Avenue provides an urban cross-section with one travel lane in each direction northwest of Franklin Street. However, southeast of Franklin Street, Brown Avenue provides one-way operations northwest bound.
- At its unsignalized intersection with Franklin Street/Des Plaines Avenue, Brown Avenue provides a single shared turn/through lane for all possible movements.
- Two hour free street parking is provided on both sides of the street.

Public Transportation / Pedestrian Mobility

- Pace operates bus route 307 (Harlem) and 318 (West North Avenue) along Harlem Avenue just east of the site.
- Sidewalks are provided along both sides of the roadway for all roadways within the study area.
- Pedestrian crosswalks are provided on all approaches of all intersections.
- The site is located within close proximity to the CTA Green Line Harlem/Lake stop and UP-W Metra Oak Park station.

Incident Analysis

Observing the most recent available incident history can determine if any roadway improvements are needed to improve safety along the surrounding roadways. Data from 2014-2018 was obtained from the IDOT Bureau of Data Collection for Franklin Street within the site vicinity. **Appendix B** provides a map showing all incidents in the study area during the 5-year period. **Table 1** below summarizes the 5-year (2014-2018) history within the site vicinity.

Table 1: Incident Summary (2014-2018) ^A

Location / Year	No. of Incidents	Severity ^B					Type ^D						Percent During Wet/Icy Conditions
		PD	PI ^C			F	CM	RE	HO	FO	Ped	Bike	
			A	B	C								
Segment													
Along Franklin St between Des Plaines Ave & Circle Ave	7	7	-	-	-	-	1	1	-	5	-	-	14%
Total (2014-18)	7	7	0	0	0	0	1	1	0	5	0	0	14%

^A Source: IDOT Division of Transportation Safety for the 2014-2018 calendar years.

^B PD = property damage only; PI = personal injury; F = fatality.

^C Type A (incapacitating injury); Type B (non-incapacitating injury); Type C (possible injury).

^D CM = cross movement/angle; RE = rear end; HO = head on; FO = fixed object; Ped = pedestrian.

As can be seen, only 7 incidents occurred along Franklin Street between Des Plaines Avenue and Circle Avenue during the 5-year study period. The most prominent incident pattern was fixed-object occurrences, which accounted for 71% (5 out of 7) of all incidents. None of the incidents involved injuries and they all involved property damage of some sort. Additionally, no pedestrian or bicycle incidents occurred in the site vicinity.

Part III. Project Traffic Characteristics

Farmington Foods Operations

Farmington Foods operates 7 days a week – 24 hours a day, with shifts being the busiest during the day. Due to the COVID-19 pandemic, product mix and packaging requirements have changed. Institutions and restaurants are now experiencing less demand, while more retail grocery stores are experiencing higher demand. This shift in retail sales mix requires different packaging.

As such, Farmington Foods is proposing to add on to its existing building footprint and is shifting operations internally within the buildings to accommodate these changes. There are currently three buildings on site and the proposed addition will be located between the main building to the north and the smaller one-story brick garage building to the south that fronts onto Franklin Street. The proposed addition includes an elevator, to increase building accessibility consistent with the Americans with Disabilities Act, in light of the relocation of the sales offices and its employees to the second-floor office space. Additionally, the proposed addition also addresses the impact of the COVID-19 pandemic, so that the space can be utilized without increasing employee head count. The proposed addition is two stories and is expected to result in an increase in the properties footprint in the amount of approximately 4,400 square feet.

Again, it is important to note that the addition will cause no new employees to be added, which means no new vehicle trips are anticipated to be generated. Access to the site will remain the same and still be located off of Franklin Street. Most employees and all trucks will continue to utilize the westmost access drive.

Traffic Operations

GHA conducted weekday morning (6 AM – 9 AM) and evening (3 PM – 6 PM) peak period truck traffic counts on Tuesday, December 29, 2020 at the Franklin Street intersections with Farmington Foods west and middle access drives. **Appendix C** contains the truck traffic count summary sheets.

No unusual activity (e.g., road construction, severe weather, or extensive emergency vehicle activity) occurred during the counts that would have impacted the traffic volumes or travel patterns. It should be noted that snow began falling around 5PM on the day of the count, however, it was observed that there was not enough accumulation to impact the count. **Exhibits 3A** and **3B** illustrate the existing Weekday morning and evening peak period truck traffic volumes from 6-7 AM, 7-8 AM, 8-9 AM and 3-4 PM, 4-5PM, 5-6PM.

As previously stated, the proposed 2-story building addition of approximately 4,400 square feet footprint will not increase the employee headcount at Farmington Foods, and thus the building addition will not generate more vehicular traffic than is currently operating into/out of the site.

Table 2: Truck Trip Analysis

Land Use	Time Period	Total Truck Trips
Farmington Foods	AM Peaks (6AM-7AM)	4
	AM Peaks (7AM-8AM)	8
	AM Peaks (8AM-9AM)	7
	PM Peaks (3PM-4PM)	12
	PM Peaks (4PM-5PM)	9
	PM Peaks (5PM-6PM)	2
Totals (All Time Periods)		42

Source: GHA December 2020

Note: Truck trips not related to Farmington Foods operations not represented

Table 2 depicted above illustrates the total number of one-way truck trips travelling through both access drive intersections during the peak periods (6AM-9AM and 3PM-6PM). As can be seen, 19 truck movements occurred during the AM peak periods, which is about 6 truck movements per hour. Additionally, 23 truck movements occurred during the PM peak periods, which is roughly 7-8 truck movements per hour.

Additionally, according to Farmington Foods, the site experienced:

- ☐ 52 total truck movements on Friday, December 19, 2020
- ☐ 64 total truck movements on Monday, December 21, 2020
- ☐ 68 total truck movements on Tuesday, December 29, 2020

Taking the average amongst the three above-mentioned dates results in 61 daily one-way truck movements. Referring back to *Table 2*, 42 of those truck movements, or approximately 69%, occurred during the peak periods (6AM-9AM and 3PM-6PM).

The daily and thus weekly average truck volumes are not expected to change as a result of the building addition. The small building addition will likewise not cause a change to the current truck schedules with the busier days tending to be Fridays and Mondays. According to Farmington Foods, there have been no truck citations or issues concerning truck traffic along Franklin Street since 2015.

Additionally, the small building addition will not increase the number of loading bays on the site, in fact, the small building addition will eliminate an existing loading bay and decrease the total number of loading bays by one.

It should be noted that there are two truck loading bays located off of Circle Avenue just north of Franklin Street in the far east corner of the site. These two loading bays are utilized for packaging materials and generally have parked trailers that contain the packaging materials. As the materials are depleted, the trailers are replaced, and this occurs just a few times a week. Additionally, there are recycling and compactor containers located at the southeastern portion of the site and these are emptied once or twice a week depending on supply/demand.

Parking Operations

Farmington Foods provides adequate parking for all employees on-site, therefore employees generally do not utilize or impact adjacent on-street parking operations. **Exhibit 2B** depicts the on-street parking operations on adjacent streets within the site vicinity, while **Exhibit 2C** depicts the current on-site parking operations. Due to the small building addition only altering production lines and not increasing the employee headcount, no changes to parking operations are needed to accommodate the addition. For this property, the Village Code requires one parking space for every two employees. There are currently 127 parking spaces, which would accommodate 254 employees. This amount of parking exceeds the amount necessary to accommodate the 165 employees.

Furthermore, during GHA's site observations, no employees were observed to be parking along the south side of Franklin Street. Per the previously agreed to planned development agreement, Farmington Foods employees are not allowed to park along the south side of Franklin Street. It is of note that it is generally not feasible for Farmington Foods employees to park along the south side of Franklin Street as there is a two hour limit on these spaces and an employee's shift lasts longer than two hours.

Part IV. Conclusion

Based on the site characteristics and the above traffic impact discussion data, the site impacts on area operations of the proposed addition will be negligible. No road / intersection improvements are required to accommodate the proposed addition at the Farmington Foods property. The building addition is necessary for certain engineering line changes related to packaging requirements as described further in the zoning package submittal. The proposed addition will not necessitate or cause any increase in employees on the site, nor will the proposed addition cause or necessitate any increase in truck trips generated.

Part V. Technical Addendum

The following *Exhibits* and *Appendices* were previously referenced. They provide technical support for our observations, findings, and recommendations discussed in the text.

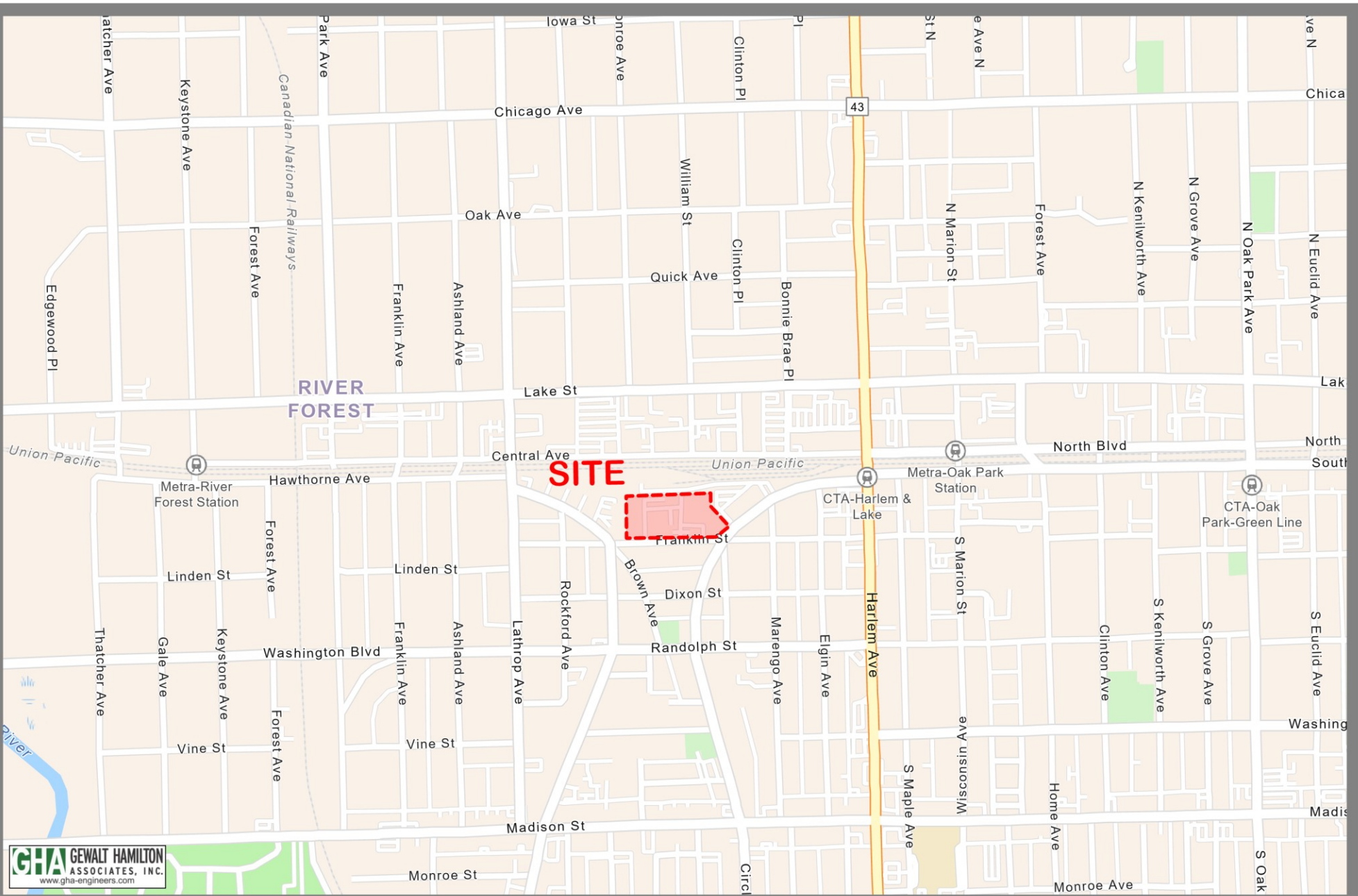
Exhibits

1. Site Location Map
- 2A. Existing Traffic Operations
- 2B. Existing Parking Operations (on-street)
- 2C. Existing Parking Operations (on-site)
- 3A. Existing Truck Traffic – AM Peak Periods
- 3B. Existing Truck Traffic – PM Peak Periods

Appendices

- A. Photo Inventory
- B. IDOT Incident Map
- C. Existing Truck Traffic Count Sheets

EXHIBITS



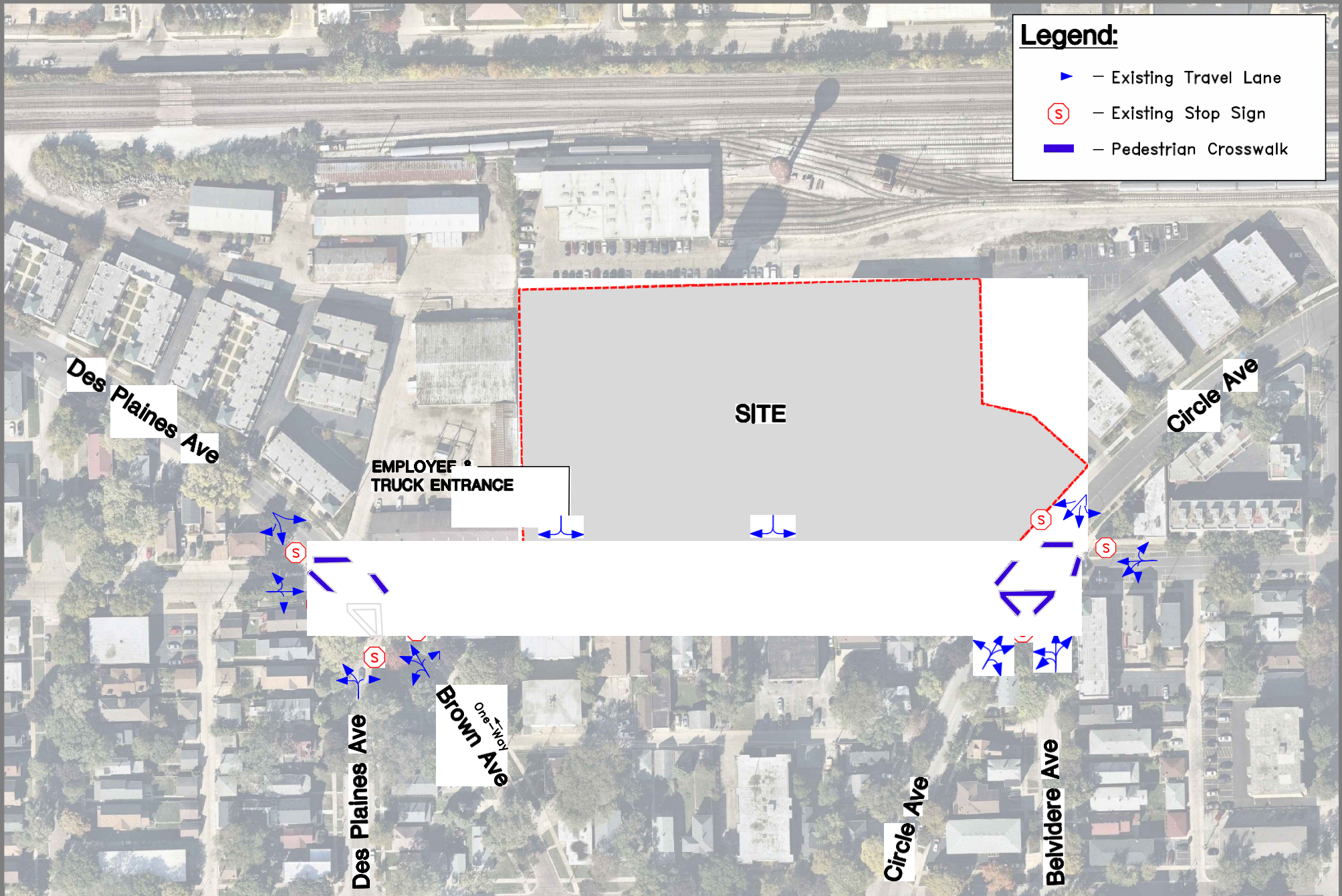
GHA GEWALT HAMILTON
ASSOCIATES, INC.
www.gha-engineers.com



1 inch = 1,000 Feet

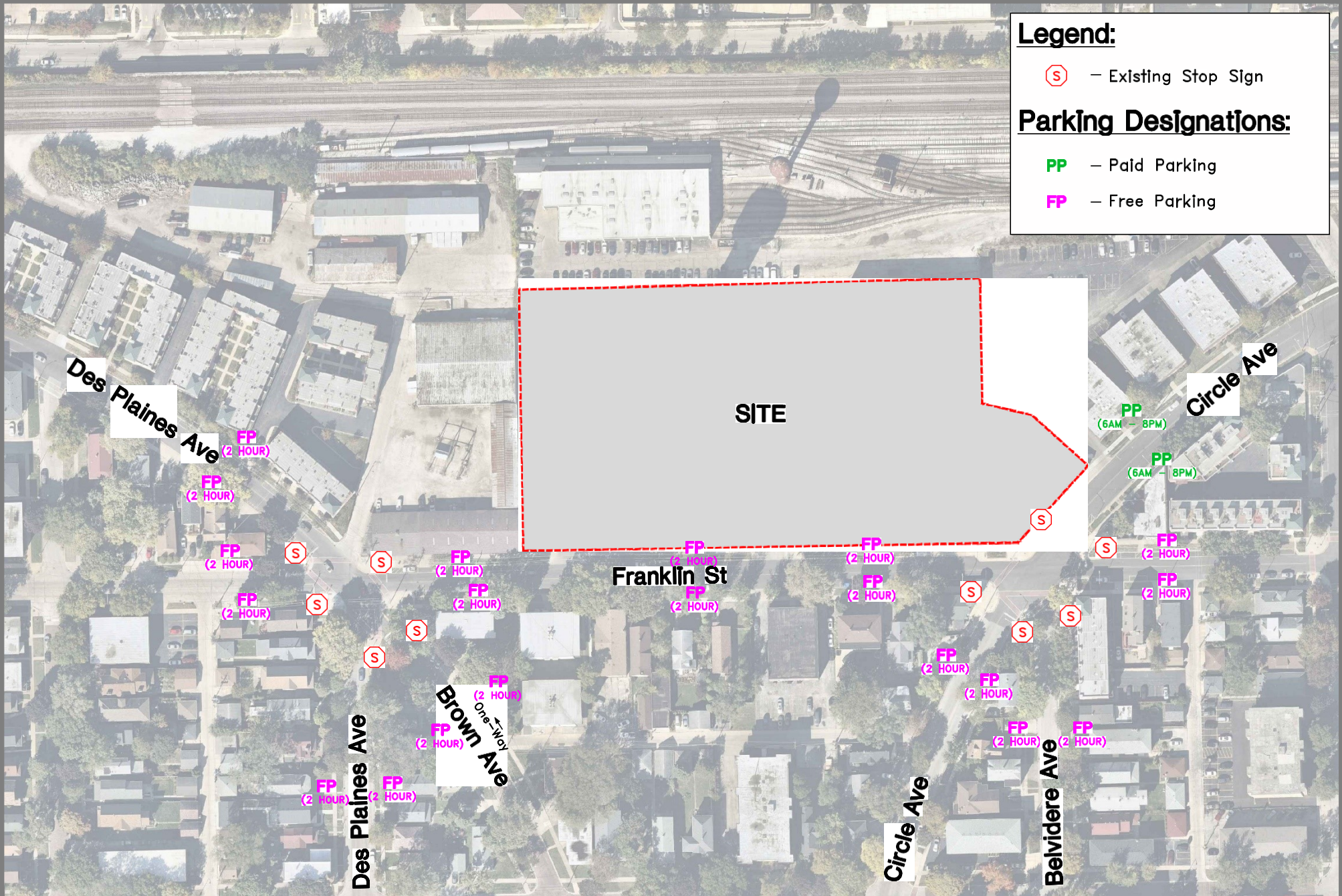
Exhibit 1 - Location Map

Farmington Foods
Forest Park, IL



Legend:

- ▶ - Existing Travel Lane
- (S) - Existing Stop Sign
- ▬ - Pedestrian Crosswalk



Legend:

 - Existing Stop Sign

Parking Designations:

 - Paid Parking

 - Free Parking

Exhibit 2C - Existing Parking Operations (on-site)

PARKING COUNT

RIDGELAND ASSOCIATES INC.
ARCHITECTS
DESIGNERS
PLANNERS
1 Riverside Rd.
Riverside
Illinois 60546
708.435.0300
708.435.0305 fax
www.ridgelandassociates.com

FARMINGTON FOODS
EXISTING CONDITIONS SITE PLAN
7419 W. Franklin Street, Forest Park, Illinois 60130



Revisions

Drawing Date 12/23/20
Project Number 20112

This document is the property of the client and is not to be distributed outside the client's organization without the client's written consent. It is the property of the client.

North Arrow

FARMINGTON FOODS
EXISTING
CONDITIONS SITE
PLAN

AS1.0

1/16" = 1'-0"

3/32" = 1'-0"

1/8" = 1'-0"

3/16" = 1'-0"

1/4" = 1'-0"

1/2" = 1'-0"

3/4" = 1'-0"

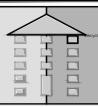
1" = 1'-0"

1 1/2" = 1'-0"

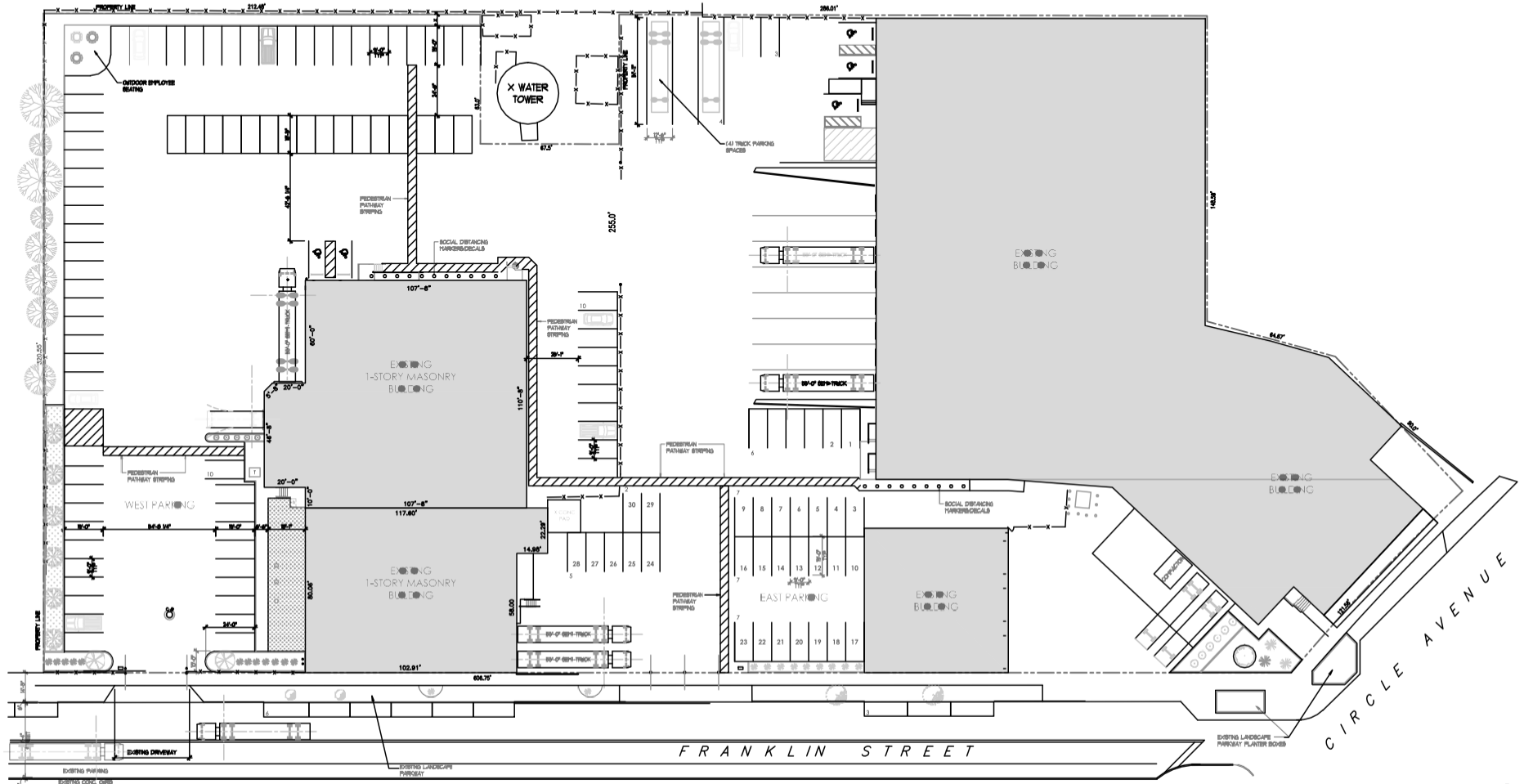
3" = 1'-0"

200 Ridgeland Associates, Inc.

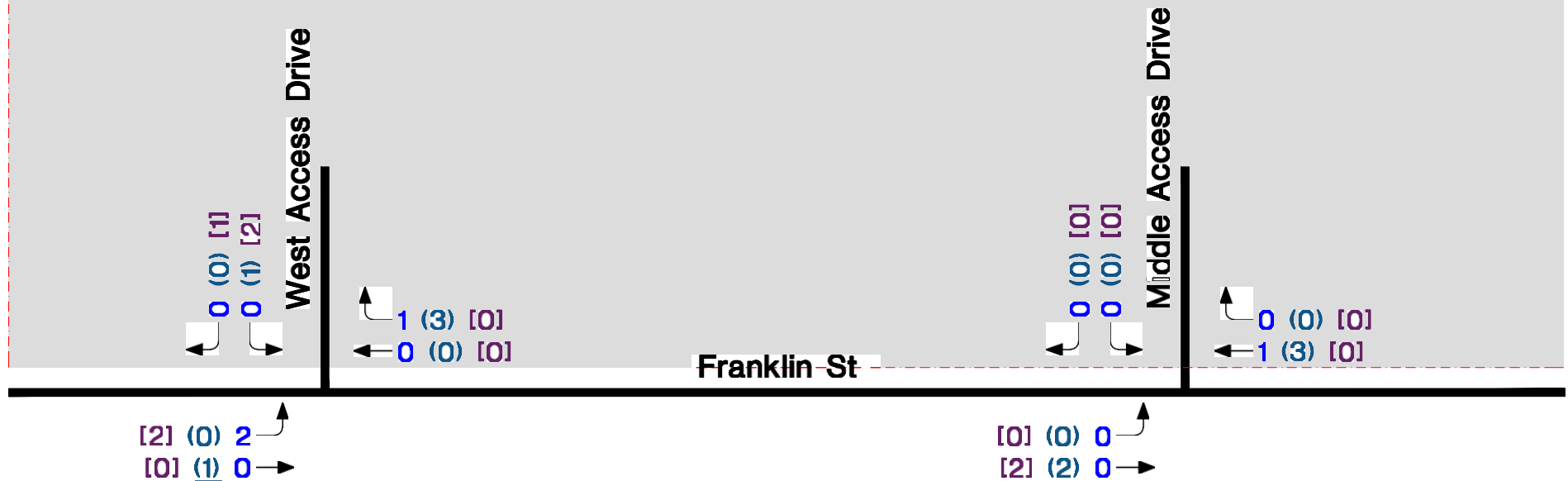
PARKING SPOTS	103
ADA PARKING SPOTS	5
TOTAL	108
TRUCK PARKING	4



PROFESSIONAL ENGINEER
REGISTERED NO. 4154-00015



SITE

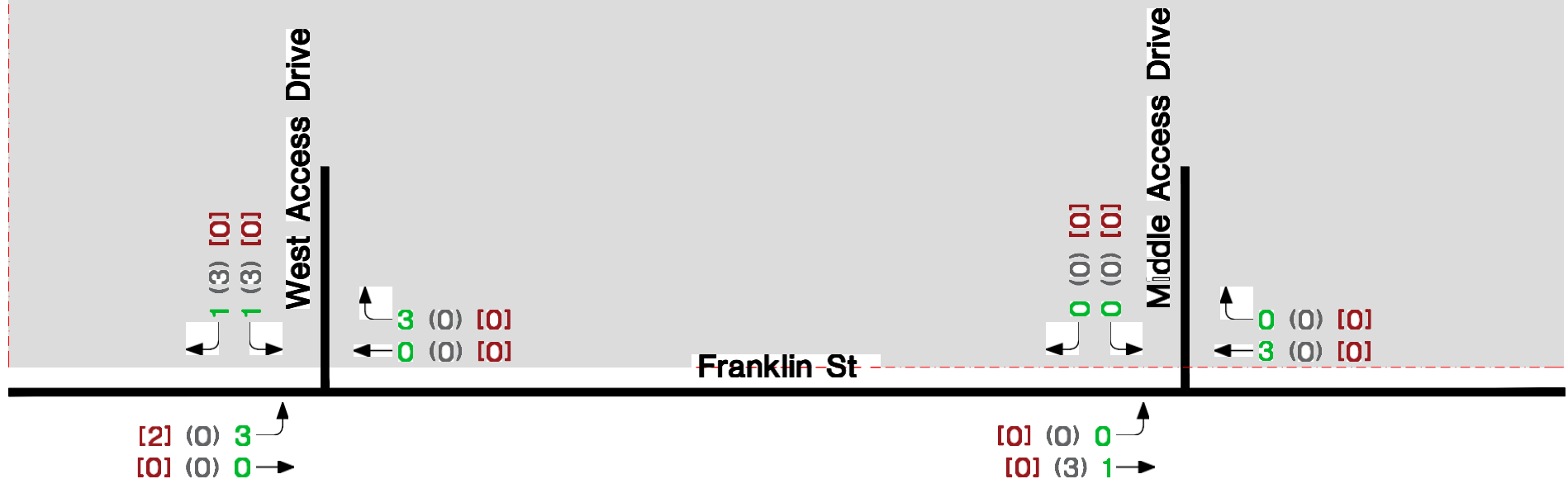


Legend:

- XX** Weekday AM Peak Period (6–7 AM)
- (XX)** Weekday AM Peak Period (7–8 AM)
- [XX]** Weekday AM Peak Period (8–9 AM)

NOTE: VOLUMES UNDERLINED REPRESENT TRUCKS NOT RELATED TO FARMINGTON FOODS OPERATIONS

SITE



Legend:

<u>XX</u>	Weekday	PM	Peak	Period	(3-4 PM)
(XX)	Weekday	PM	Peak	Period	(4-5 PM)
[XX]	Weekday	PM	Peak	Period	(5-6 PM)

NOTE: VOLUMES UNDERLINED REPRESENT TRUCKS NOT RELATED TO FARMINGTON FOODS OPERATIONS

APPENDIX A

Photo Inventory



Looking east along Franklin St at Circle Ave/Belvidere Ave



Looking north along Circle Ave at Franklin St



Looking north along Belvidere Ave at Franklin St/Circle Ave



Looking south along Circle Ave at Franklin St/Belvidere Ave



Looking north across Franklin St at eastmost Access Drive



Looking north across Franklin St at middle Access Drive



Looking north across Franklin St at westmost Access Drive



Looking west along Franklin St at Des Plaines Ave/Brown Ave



Looking south along Brown Ave at Franklin St/Des Plaines Ave



Looking east along Franklin St at Des Plaines Ave/Brown Ave



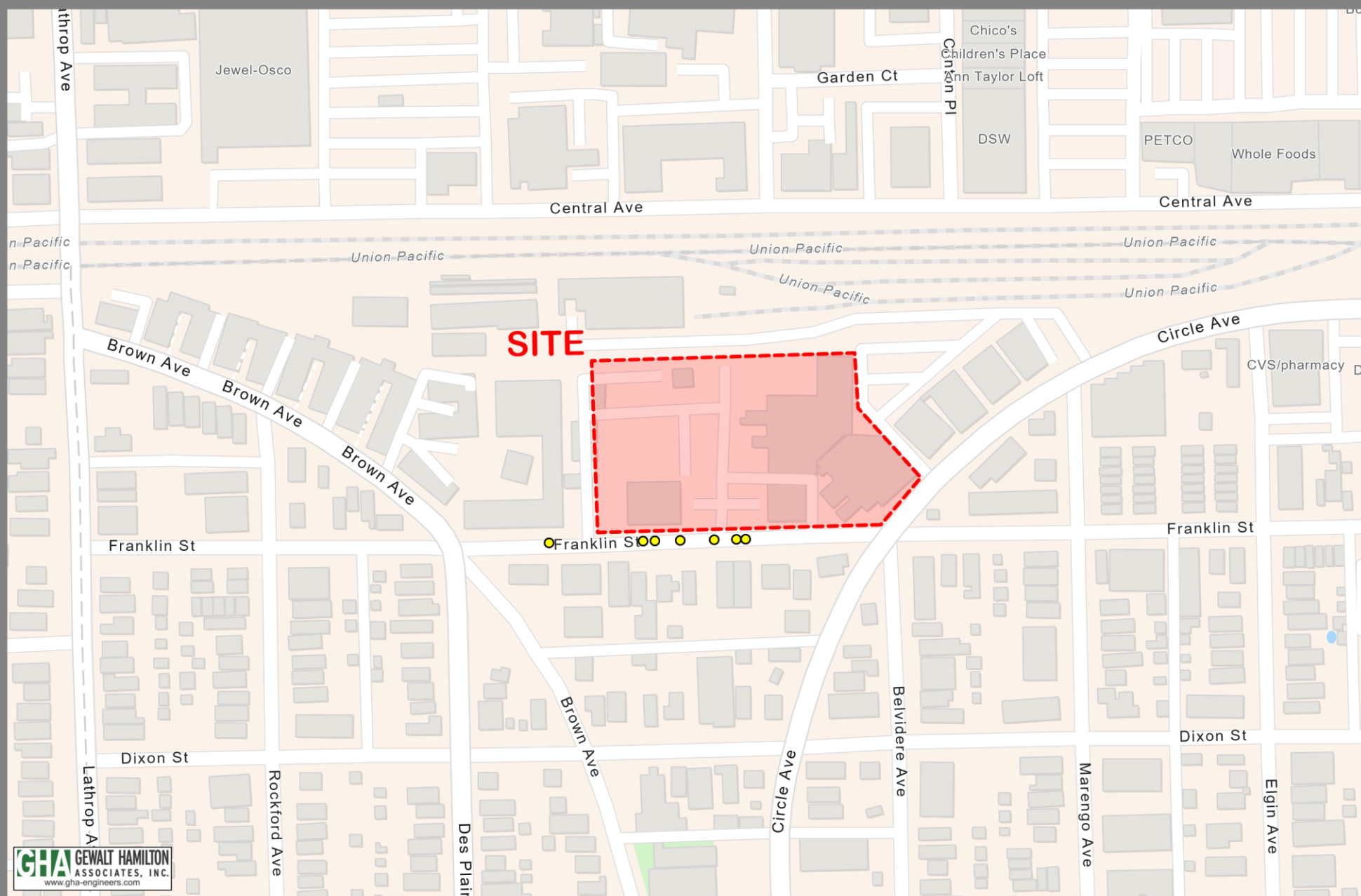
Looking north along Des Plaines Ave at Franklin St/Brown Ave



Looking north along Brown Ave at Franklin St/Des Plaines Ave

APPENDIX B

IDOT Incident Map



1 inch = 340 Feet

Incident Map (IDOT Data 2014-2018)

Farmington Foods
Forest Park, IL

APPENDIX C

Traffic Count Summary Sheets

Study Name 1 - Franklin St & West Access Drive (Truck Traffic)
 Project
 Project Code
 Legs and Movements All Processed Legs & Movements
 Bin Size 15 minutes
 Time Zone America/Chicago
 Start Time 2020-12-29 06:00:00
 End Time 2020-12-29 18:00:00

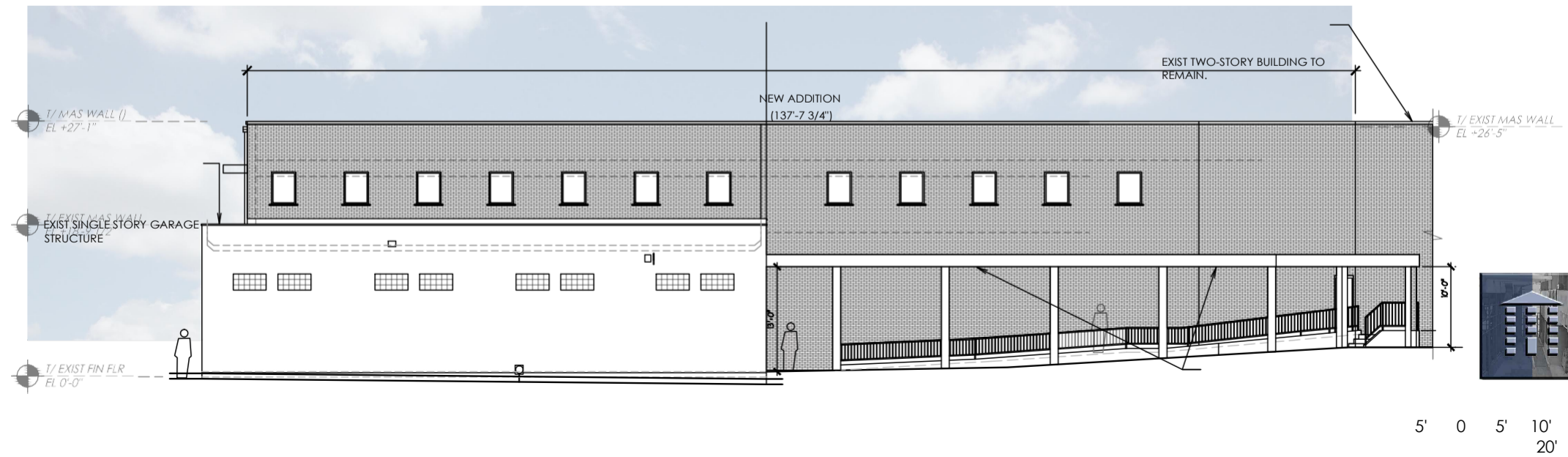
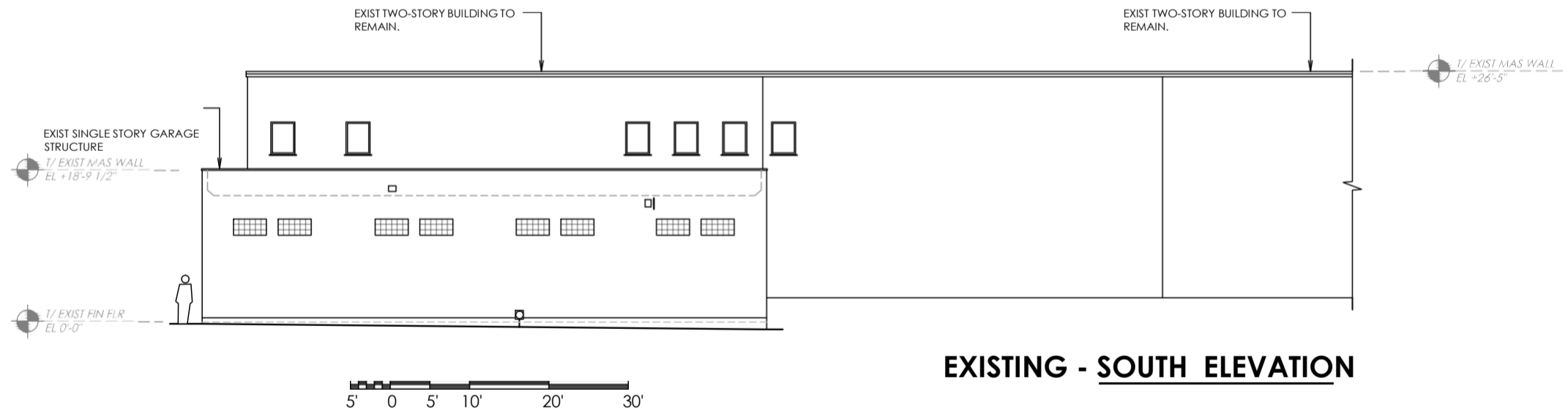
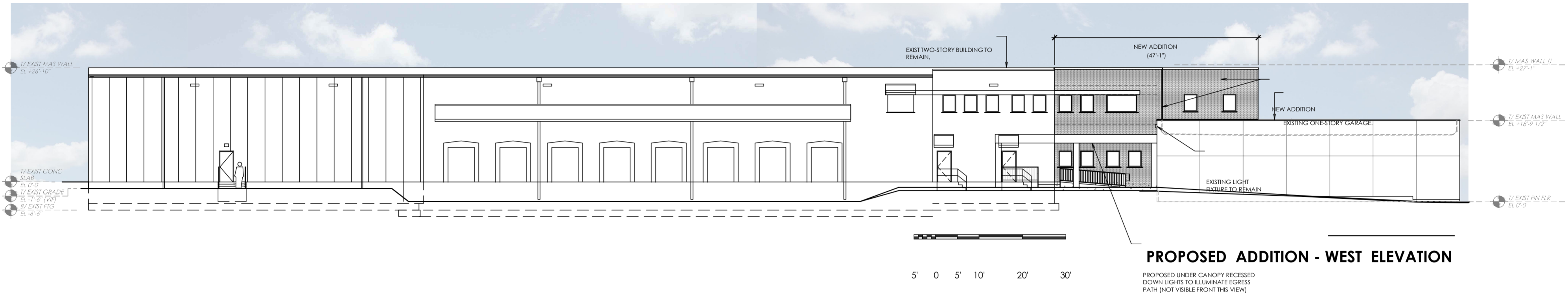
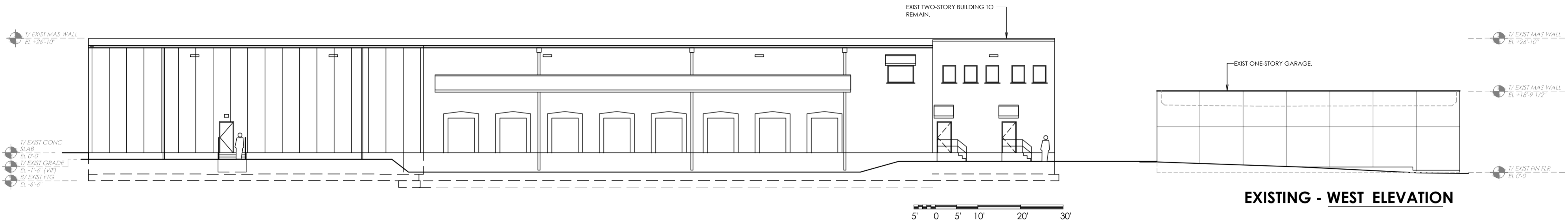
Location 1 - Franklin St & West Access Drive
 Latitude and Longitude 41.88534,-87.810994

Leg		Franklin Eastbound			Franklin Westbound			West Access Southbound		
Direction		Left	Thru	U-Turn	Thru	Right	U-Turn	Left	Right	U-Turn
Start Time										
	2020-12-29 06:00:00	0	0	0	0	0	0	0	0	0
	2020-12-29 06:15:00	0	0	0	0	0	0	0	0	0
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2020-12-29 15:45:00	0	0	0	0	0	0	0	1	0
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2020-12-29 16:15:00	0	0	0	0	0	0	0	1	0
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2020-12-29 17:15:00	0	0	0	0	0	0	0	0	0
2020-12-29 17:30:00	0	0	0	0	0	0	0	0	0
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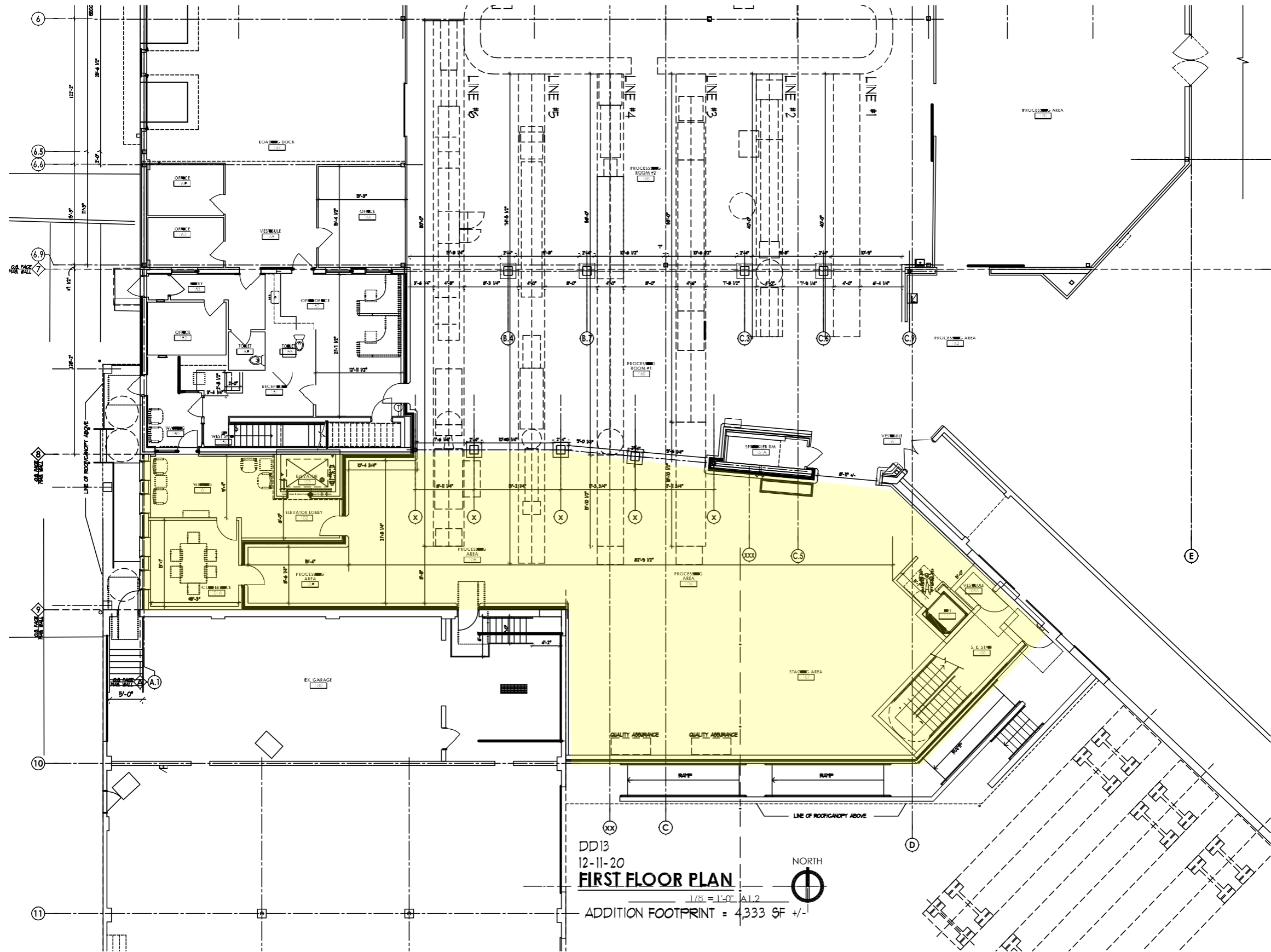
PROPOSED UNDER CANOPY RECESSED DOWN LIGHTS TO ILLUMINATE EGRESS PATH (NOT VISIBLE FRONT THIS VIEW)

PROPOSED ADDITION - SOUTH ELEVATION

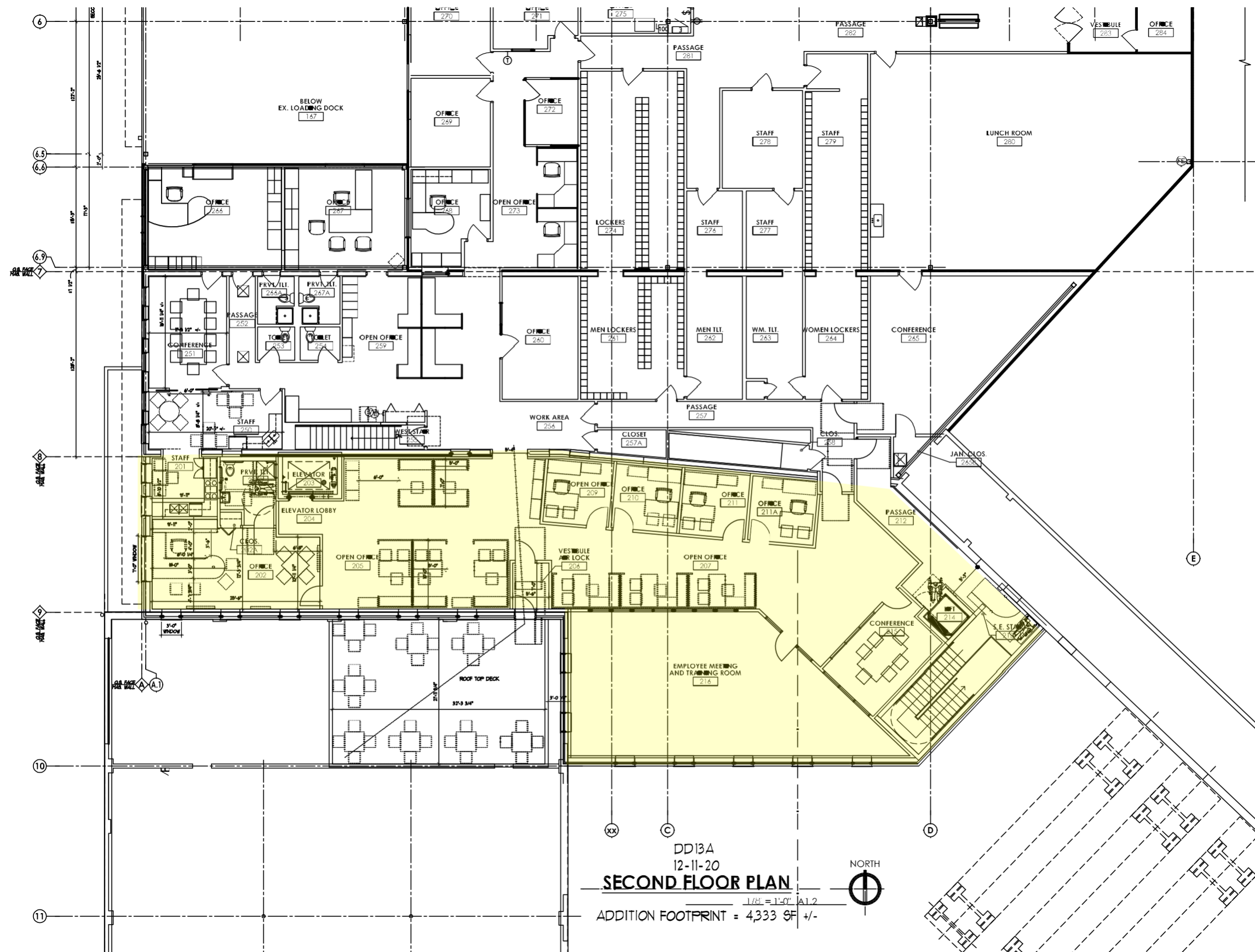
RAI #20064 REVISED 12/23/2020

RIDGELAND ASSOCIATES
INC.

1 Riverside Road
Riverside Illinois 60546
708.435.0300
708.435.0305 fax
www.ridgelandassociates.com



DD13
12-11-20
FIRST FLOOR PLAN
1/8" = 1'-0" A1.2
ADDITION FOOTPRINT = 4333 SF +/-



RIDGELAND ASSOCIATES INC.
ARCHITECTS
DESIGNERS
PLANNERS
1 Riverside Rd.
Riverside
Illinois 60546
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18
20
13
3

USD A
GUEST
GUEST
GUEST
GUEST
RESERVED
RESERVED

PROPOSED
2-STORY MASONRY
ADDITION
AREA = 4,330 SF
FOOT PRINT

FARMINGTON FOODS
PROPOSED TWO-STORY ADDITION AND INTERIOR REMODELING
7419 W. Franklin Street, Forest Park, Illinois 6013

Revisions

Drawing Date 20064
Project Number

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Sheet Name

PROPSED ADDITION
SITE PLAN

PROPOSED ADDITION

NORTH

SITE PLAN

1" = 20'-0" AS2.0

0 4' 8' 16' 32' 48' 0 32' 64' 10'-8" 21'-4" 32' 0 2' 4' 8' 16' 24' 0 3' 6' 12' 18' 0 1' 2' 4' 8' 12' 0 9' 18' 3' 6' 9' 0 6' 1' 2' 4' 6' 0 4' 8" 16" 32" 4' 0 3' 6" 1' 2' 3' 0 2' 4" 8" 16" 2' 0 1" 2" 4"

1/16" = 1'-0"

3/32" = 1'-0"

1/8" = 1'-0"

3/16" = 1'-0"

1/4" = 1'-0"

3/8" = 1'-0"

1/2" = 1'-0"

3/4" = 1'-0"

1" = 1'-0"

1 1/2" = 1'-0"

LINEAR GRAPHIC BAR SCALES

PARKING STALLS	121
ADA PARKING STALLS	5
TRUCK PARKING	4

AS2.0

2020 Ridgeland Associates, Inc.

- ▲
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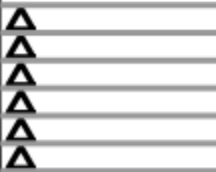
RIDGELAND ASSOCIATES INC.

ARCHITECTS
DESIGNERS
PLANNERS

1 Riverside Rd.
Riverside
Illinois 60546
708.435.0300
708.435.0305 fax
www.ridgelandassociates.com

PROFESSIONAL DESIGNER
REGISTRATION No. #184-002595
EXPIRATION DATE 04/27/2015

FARMINGTON FOODS
EXISTING CONDITIONS SITE PLAN
7419 W. Franklin Street, Forest Park, Illinois 60130

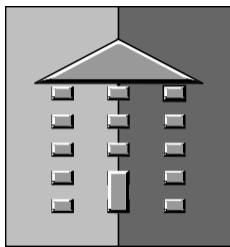
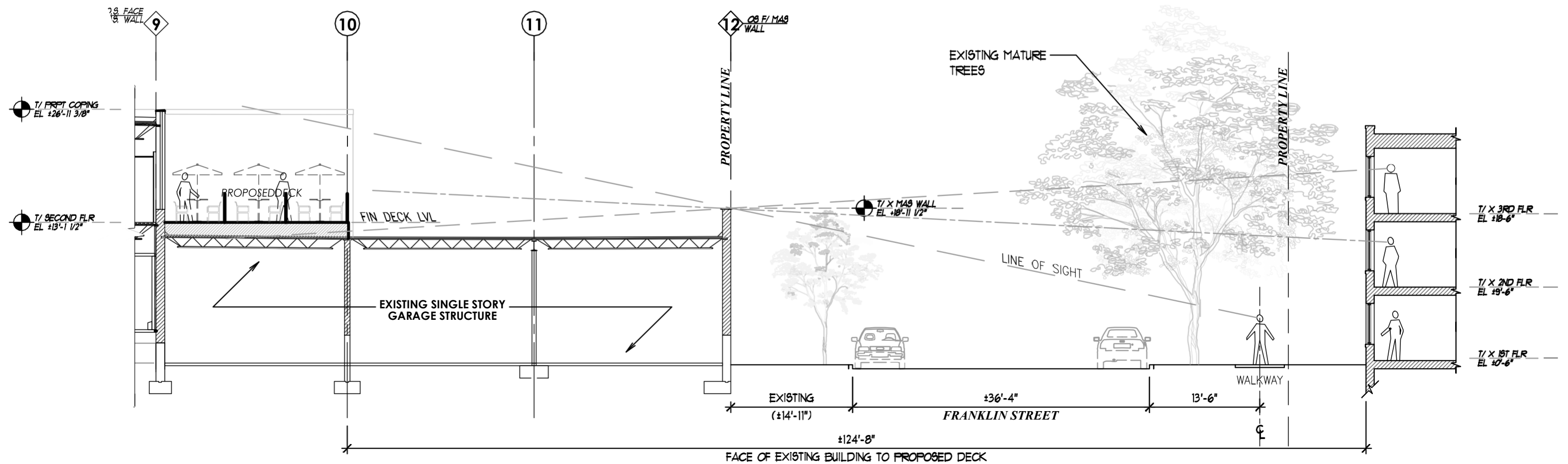


12/23/20
20112

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Sheet Name
FARMINGTON FOODS
EXISTING CONDITIONS
ONE PLAN
Sheet Number

AS1.0



**RIDGELAND
ASSOCIATES
INC.**
1 Riverside Road

Riverside
Illinois 60546

GRAPHIC SECTION VIEW SK2.0

Drawing Date 2/11/2021
Project Number 20064
Scale 3/32" = 1'-0"

708.435.0300
708.435.0305 fax
www.ridgelandassociates.com

ARMI
NGT
ON
FOO
DS

7419 W FRANKLIN STREET
FOREST PARK, ILLINOIS 60130




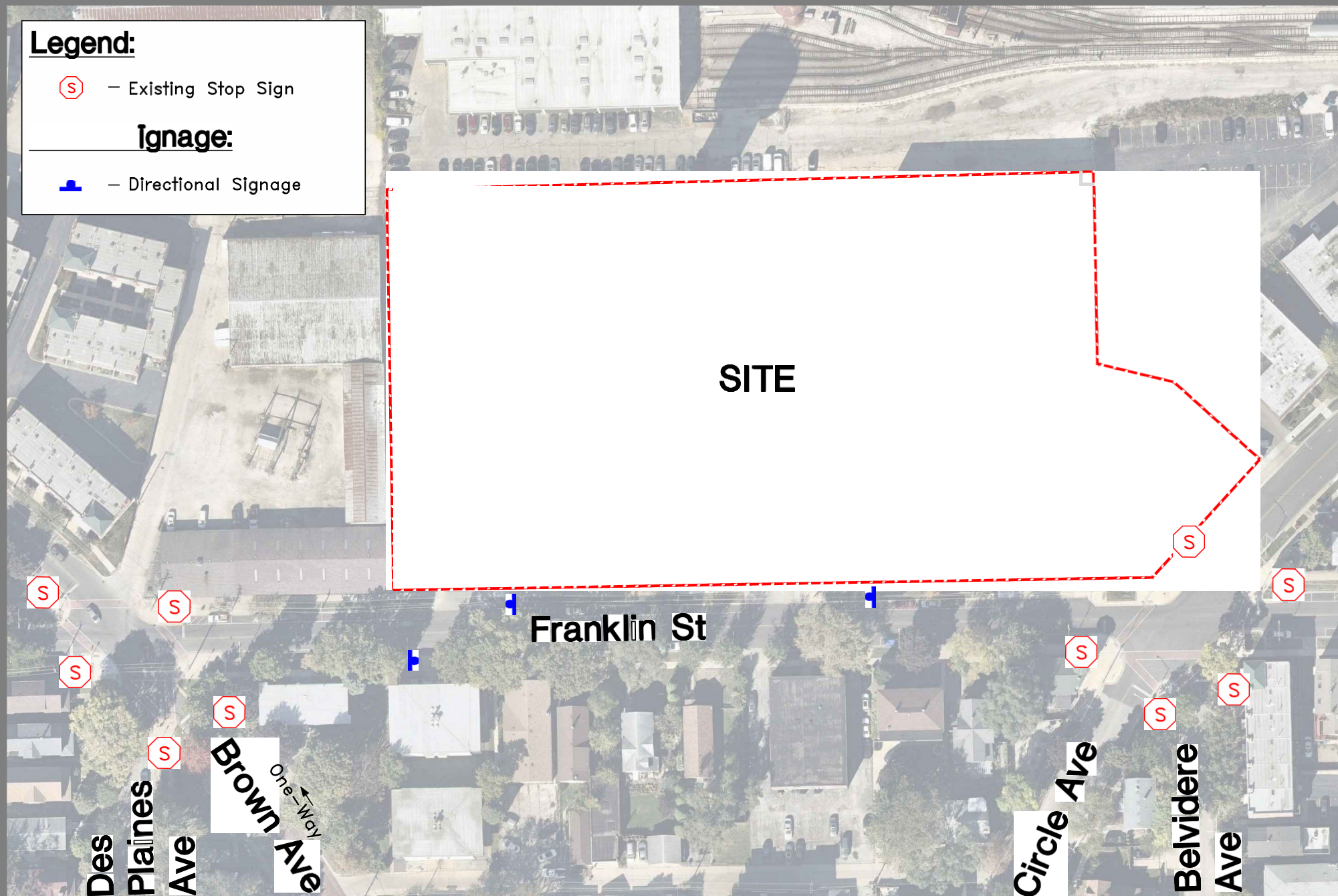
PRELIMINARY PLAN FOR INFORMATIONAL PURPOSES ONLY. NOT TO BE ASSUMED AS ACCURATE FIELD CONDITIONS. FINAL LAYOUT MAY VARY.

Legend:

 — Existing Stop Sign

Signage:

 — Directional Signage

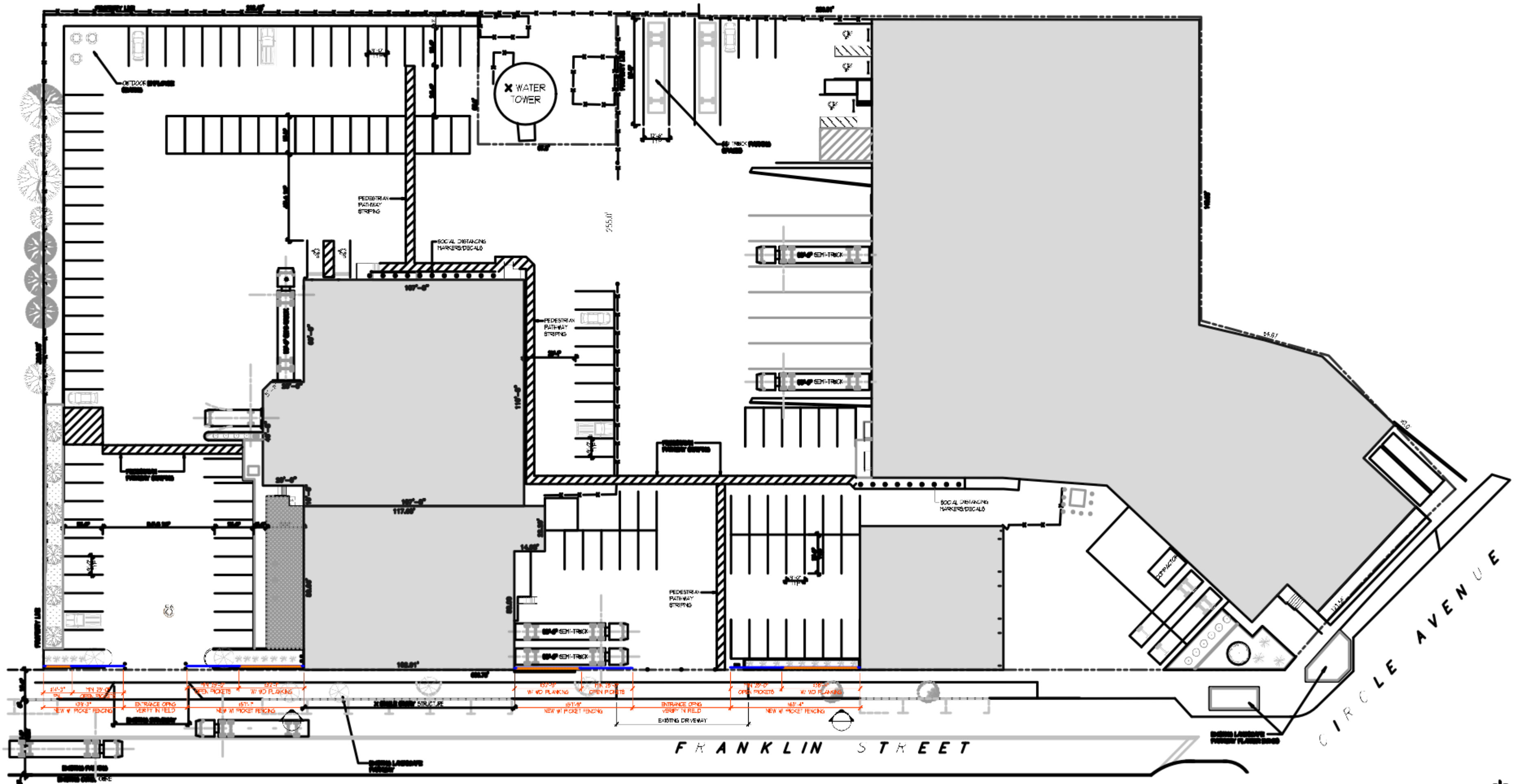
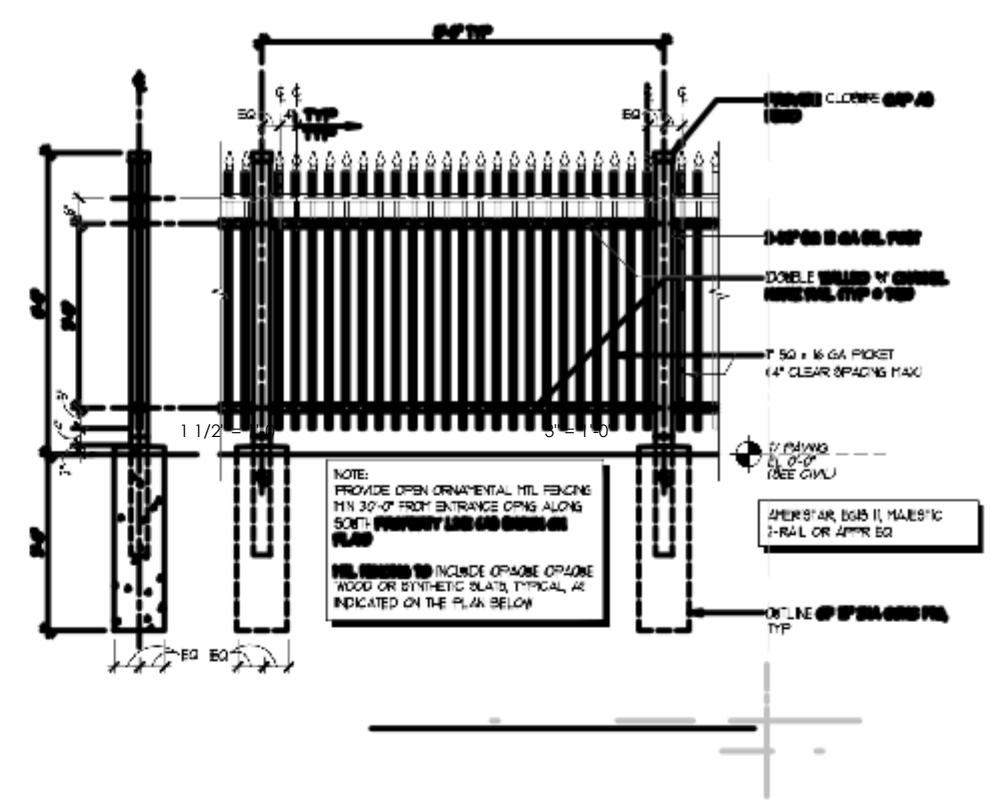


SHOWN W/ OPAQUE WOOD/SYNTHETIC SLATS

ACTUAL FENCE SYSTEM TO BE VERIFIED

EXISTING
BUILDING

7419 W. Franklin Street, Forest Park, Illinois 60130



Village of Forest Park

Memorandum

TO: Village Council

FROM: Steve Glinke, Director- Building, Planning, & Zoning

DATE: April 7, 2021

RE: PC2021-01: 7419 W. Franklin Street

The Applicant, Franklin Foods, Inc. (Farmington Foods), is requesting an amendment to the Planned Development granted by Ordinance No. O-35-15 in 2015 to allow the construction of an approximately 8,666 square foot addition (approximately 4,333 square feet over two floors) that will connect two existing buildings on the southeastern part of the site. Per 9-6-8 of the Forest Park Zoning Ordinance, the proposed addition constitutes “major changes” to the approved Planned Development due to an increase in overall coverage of the site that exceeds 5%.

The Plan Commission held a public hearing regarding this request on February 1, 2021. The Plan Commission recommended approval with a direction to staff to work with the applicant on five issues:

1. Idling trucks
2. On-site circulation including truck hours and traffic
3. Screening along Franklin Street (visual and noise)
4. Roof deck
5. Odor

Subsequent to the Plan Commission public hearing, the Director of Building, Planning, and Zoning, the Village Planner, and the Village Attorney worked with the applicant’s attorney to address these issues along with issues raised by neighbors and to ensure compliance with the original PD agreement. The attached Plan Commission staff report, draft Ordinance, and draft Planned Development Agreement provide additional information on the proposal and staff’s consensus on final recommendations. Staff is proposing 17 conditions related to on-site circulation, hours restrictions on refrigeration units, roof deck, screening along Franklin Street, and the establishment of a “community contact representative” at Franklin Foods to address neighbor concerns. Through a collaborative effort, several meetings, and significant email correspondence in the last two months, the applicant concurs with some but not all of the conditions proposed by staff. The applicant has detailed these points in two documents included in the Village Board packet. One such example is the clearance for the proposed fence along Franklin Street. The proposed condition requires 15 feet of open fence from either side of an access point to provide visibility for incoming and outgoing trucks and vehicles. This proposed condition is based on a recommendation from the Village Engineer. The applicant is proposing 25 feet and the current Fence Plan included in the planned development exhibits reflects this.

Staff stands by the conditions set forth in the draft ordinance. The neighborhood has changed significantly since Farmington first came to Forest Park and on site operations have accelerated in scope and land usage. Quality of life impacts on the surrounding residential neighborhood demand equal weight and some measure of compromise.

Summary of Open Issues as of April 7, 2021

Planned Unit Development Ordinance Amendment And First Amendment to Planned Unit Development Agreement Between the Village of Forest Park (VFP) and Franklin Consolidated, LLC (Property Owner) and Farmington Foods, Inc. (Operator of Property)

The VFP Staff has proposed four demands that are restrictions upon Farmington Foods necessary operations as an essential food business and one demand that negatively impacts safety as follows (collectively, VFP Demands). In bold font below are certain Farmington Proposals that Farmington submitted to the VFP Staff and VFP counsel (Farmington Proposals). The numbers below correspond to provisions of Section 3 of the PUD Agreement Amendment and Section 7 of the PUD Ordinance Amendment that comprise conditions and restrictions. Following each Farmington Proposal are the VFP Demands (in italics) with the unresolved differences in red font. Following each VFP Demand are Farmington's explanations of its position.

Additionally, attached to this document are the 18 conditions that will be included in the approval ordinance and agreement, and we have blacklined them to show Farmington's proposed changes to the VFP Demands, each of which is described further below.

1. The Company will use reasonable measures to minimize truck transports between buildings on the Subject Property from 10:00 p.m. to 6:00 a.m.

Except for deliveries, **the on-site truck relocation will be prohibited between buildings on the Subject Property from 10:00 p.m. to 6:00 a.m.**

As an essential food business, operating in compliance with and subject to the ongoing daily inspection of the USDA as well as in accordance with its SQF Level II Food Safety Certification, Farmington operates 24/7 schedules. Farmington will commit to managing reasonable measures to minimize truck transports between buildings on the Subject Property from 10:00 p.m. to 6:00 a.m. Although minimizing such truck transports between buildings aligns with efficient operations, such transports are necessary. The 7419 addition does not impact truck transports between buildings.

2. Other than trucks of standard delivery services such as UPS, Federal Express, and Amazon, trucks delivering materials to the Company will not park or idle between 10:00 p.m. and 6:00 a.m. on either side of the Franklin Street and Circle Avenue frontages of the Subject Property.

Other than trucks of standard delivery services such as UPS, Federal Express, and Amazon, trucks delivering materials to the Company will not **be permitted to** park nor idle between 10:00 p.m. and 6:00 a.m. on either side of the Franklin Street and Circle Avenue frontages of the Subject Property.

We believe we are in substantial agreement and have committed to the investment of additional signage in accordance with our proposed plans to help limit the momentarily lost or miss-guided

truck driver; however, this seems to be more appropriate for local traffic law enforcement which we would welcome. Farmington is not in a position to not "permit" such activity on Village right-of-way even though it is believed to be very much properly controlled at present.

5. No truck refrigerator units are to be used at the western-facing loading docks at the southeast corner of the Subject Property.

No truck refrigerator units are to be **used at the loading docks of the Subject Property between the hours of 10:00 p.m. and 6:00 a.m.**

The VFP demand extends to the entire property between the hours of 10:00 p.m. to 6:00 a.m. Such VFP demand is incompatible with necessary operations. The Farmington proposal is, in fact, more restrictive at the western-facing loading docks at the southeast corner of the Subject Property as written because the restriction is for 24 hours of each day.

For the entire history of the food companies operating along Franklin and Circle Streets, truck refrigerator units have been in use and necessary for food safety and maintenance of the cold chain. As part of Farmington's proposals, it has committed to the elimination of 3 western-facing loading docks at the southeast corner of the Subject Property and the elimination of truck refrigerator units at these 3 remaining western-facing loading docks. One of the 3 existing and remaining loading docks is currently used and will continue to be used for a refuse compactor. The 7419 addition does not impact truck refrigerator units.

12. The applicant will remove the current chain link fence/barbed wire fence and replace it with a combination of wrought-iron like open fence and wrought-iron like with infilled synthetic slats or wood slats, as depicted in the Proposed Fence Plan, along the southern perimeter of the Subject Property. The fence materials will provide visual and noise screening for the portions of the property that are beyond 25 feet from the west and center entrances to the Subject Property. The Company shall install traffic control warning signs at the entrances, to control both truck ingress and egress and warning pedestrians. The final fence to be constructed is subject to final review and approval by the Director of Building, Planning, and Zoning for compliance with the Proposed Fence Plan.

The applicant will remove the current chain link fence/barbed wire fence and replace it with a combination of wrought-iron like open fence and wrought-iron like with infilled synthetic slats, as depicted in the Proposed Fence Plan, along the southern perimeter of the Subject Property. The fence materials will provide visual and noise screening for the portions of the property that are beyond **fifteen (15) feet** from the west and center entrances to the Subject Property. **No trucks shall be permitted to park on the Subject Property adjacent to the open areas of the fence along Franklin.** The Company shall install traffic control warning signs at the entrances, to control both truck ingress and egress and warning pedestrians. The final fence to be constructed is subject to final review and approval by the Director of Building, Planning, and Zoning for compliance with the Proposed Fence Plan.

As a result of our commitment to work with the VFP Staff after the 02/01/21 unanimous approval of our Project by the VFP Plan Commission and our commitment to be good neighbors in our community, Farmington agreed to invest in the replacement of the existing fence. After significant

evaluation and in conjunction with our traffic consultants we determined that a wrought-iron like fence with a combination of both open pickets and infilled slats would achieve multiple good results including safety, aesthetics, and function. Our original determination and proposal was for 30' open pickets on either side of the west and center entrances and then infilled slats for the balance. At the VFP Staff's insistence, we reevaluated and reduced to 27' and then finally to 25'. The VFP Staff is insisting on 15' which may seem insignificant; however, in our view 25' is significantly safer for pedestrians, cars and trucks as it allows all approaching the entrances to have more visibility for more time. With more than hundreds of years of collective experiences crossing the sidewalk and street, we are certain that 25' is both reasonable and safer than just 15'. Walkers, runners, and cyclists share the sidewalk and street and the faster the rate of speed the more important are longer sight lines.

The VFP Staff demanded prohibition of truck parking on Farmington's side of its proposed newly installed fence is unnecessary and there is nothing about the 7419 addition that should impact parking of trucks adjacent to the new fence. The existing PUD already provides for restrictions of truck parking for which Farmington complies.

**CONDITIONS FOR PD AMENDMENT AND PD AGREEMENT AMENDMENT
FARMINGTON PROPOSED CHANGES**

1. The Company will use reasonable measures to minimize truck transports Except for deliveries, the on-site truck relocation will be prohibited between buildings on the Subject Property from 10:00 p.m. to 6:00 a.m.
2. The applicant shall install new directional off-site and on-site signage for truck movements as provided in the Truck Operations Plan and subject to final review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
3. Trucks are required to continue to enter and exit from the west except when using loading docks at the southeast corner of the Subject Property.
4. Other than trucks of standard delivery services such as UPS, Federal Express, and Amazon, trucks delivering materials to the Company will not be permitted to park nor idle between 10:00 p.m. and 6:00 a.m. on either side of the Franklin Street and Circle Avenue frontages of the Subject Property.
5. No truck refrigerator units are to be used at the western-facing loading docks at the southeast corner of the Subject Property between the hours of 10:00 p.m. and 6:00 a.m.
6. No cooking is to take place within the 7419 building, including the proposed addition and in no event shall food processing operations be expanded into the connected garage structure, without an amendment to the Original PUD Ordinance and PUD Agreement, as amended.
7. The hours and operation/occupancy for the roof deck shall be limited to 6:00 a.m. to 11:00 p.m.
8. The roof deck is limited to 753 square feet in size and shall be in substantial conformance with the Project Plans.
9. Roof deck lighting shall be “down lighting” subject to final review and approval by the Director of Building, Planning, and Zoning.
10. The final material of the 6’ screen of the roof deck will be as depicted in the Roof Deck Graphic Section View SK 4.0, subject to review and approval by the Director of Building, Planning, and Zoning.
11. Landscaping per the original PUD that has died or is depleted will be replaced before the issuance of a final Certificate of Occupancy, subject to seasonal planting restrictions and approval of the Director of Building, Planning, and Zoning.
12. The applicant will remove the current chain link fence/barbed wire fence and replace it with a combination of wrought-iron like open fence and wrought-iron like with infilled synthetic or wood slats, as depicted in the Proposed Fence Plan, along the southern perimeter of the Subject Property. The fence materials will provide visual and noise screening for the portions of the property that are beyond 25 fifteen (15) feet from the west and center entrances to the Subject Property. No trucks shall be permitted to park on the Subject Property adjacent to the open areas of the fence along Franklin. The Company shall install traffic control warning signs at the entrances, to control both truck ingress and egress and warning pedestrians. The final fence to be constructed is subject to final review and approval by the Director of Building, Planning, and Zoning for compliance with the Proposed Fence Plan.
13. The applicant will identify a “Community Contact Representative” who will be primarily responsible for monitoring and promptly responding to messages received. The name, phone number, and email of a specific person shall be provided to the Director of Building, Planning & Zoning and listed on the company website. Additionally, a 24-hour phone number shall be prominently listed on the company’s website.
14. A construction schedule shall be submitted prior to the issuance of a building permit.
15. All construction shall comply with the Building Code of the Village of Forest Park, with final plans subject to review and approval by the Village Engineer and the Director of Building, Planning, and Zoning.
16. Final engineering shall be approved by the Village’s consulting engineer prior to issuance of building permits for the exterior work.
17. No building permits and no Certificate of Occupancy for the Subject Property shall be issued by the Department of Public Health and Safety to the Owner unless all debts owed to the Village of Forest Park by the Owner have been paid in full prior to the issuance of such permits or certificates.
18. Any violation of the above conditions will result in a violation of the Municipal code of the Village of Forest Park and the owner may be subject to fines for each day said violation exists.

RESOLUTION NO. R-_____-21

**A RESOLUTION APPOINTING SALVATORE STELLA AS THE
DIRECTOR OF PUBLIC WORKS FOR THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, Section 4-5-5 of the Illinois Municipal Code (65 ILCS 5/4-5-5) authorizes the Council to appoint officers necessary to carry into effect the powers conferred upon the Village; and

WHEREAS, the current Director of Public Works, John Doss, is retiring; and

WHEREAS, the City Administrator has recommended to the Council, for its advice and consent to the nomination of Salvatore Stella to serve as the Director of Public Works, effective July 1, 2021; and

WHEREAS, Sections 4-4-1 and 4-4-2 of the Illinois Municipal Code (65 ILCS 5/4-4-1, 4-4-2) requires that before entering upon the duties of their respective offices, all officers shall take and subscribe the oath or affirmation prescribed by the Illinois Constitution.

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

Section 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. The City Administrator has recommended, and the Council hereby appoints, Salvatore Stella to serve as Director of Public Works of the Village of Forest Park, effective July 1, 2021.

Section 3. The Mayor shall be and is hereby authorized and directed to execute and file with the Village Clerk the Certificate of Appointment of Salvatore Stella, a copy of which is attached hereto as Exhibit A.

Section 4. Upon Salvatore Stella's taking and subscribing the Oath of Office and satisfying all other qualifications of office, the Mayor and Village Clerk shall be and is hereby

authorized and directed to execute and file with the Village Clerk the Warrant of Commission of Salvatore Stella, a copy of which is attached hereto as Exhibit B.

Section 5. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 12th day of April, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Rory E. Hoskins, Mayor

ATTESTED, filed in my office and published
in pamphlet form this _____ day of April, 2021.

Vanessa Moritz, Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
COUNTY OF COOK) ss.
VILLAGE OF FOREST PARK)

CERTIFICATE OF APPOINTMENT

TO: Vanessa Moritz, Village Clerk

I, Rory E. Hoskins, Mayor of the Village of Forest Park, Cook County, Illinois, do hereby certify that Salvatore Stella has been duly appointed by the Council of the Village of Forest Park on the 12th day of April, 2021 to the office of Director of Public Works of the Village of Forest Park, Illinois, effective July 1, 2021, for a term not to exceed that of the current Mayor of the Village of Forest Park and/or until his successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Forest Park, Illinois, this 12th day of April, 2021.

Rory E. Hoskins, Mayor
Village of Forest Park, Illinois

**WARRANT OF COMMISSION
FOR THE OFFICE OF DIRECTOR OF PUBLIC WORKS
OF THE VILLAGE OF FOREST PARK, ILLINOIS**

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Given under my hand and the Corporate Seal of Forest Park, Illinois, this 12th day of April, 2021.

Vanessa Moritz, Village Clerk
Village of Forest Park, Illinois

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A COVID-19 SUPPORT SERVICES REIMBURSEMENT AGREEMENT BY AND BETWEEN THE DEPARTMENT OF EMERGENCY MANAGEMENT AND REGIONAL SECURITY OF THE COUNTY OF COOK AND THE VILLAGE OF FOREST PARK FOR THE REIMBURSEMENT OF ELIGIBLE COVID-19 EXPENSES

WHEREAS, the County of Cook (the “County”) and the Village of Forest Park (the “Village”) wish to enter into a certain COVID-19 Support Services Reimbursement Agreement (the “Agreement”) for the reimbursement by the County to the Village of eligible overtime police and fire personnel expenses associated with the staffing by the Village at the COVID-19 vaccination center located at 7600 West Roosevelt Road, Forest Park, Illinois, a copy of which is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the County, a unit of local government, and the Village, a unit of local government, have the authority pursuant to Article 7, Section 10 the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5/ILCS 220/1 *et seq.* to enter into such Agreement; and

WHEREAS, it is deemed necessary and desirable for the Village to enter into said Agreement with the County.

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

Section 1: That the corporate authorities hereby incorporate the foregoing preamble clauses into this Resolution.

Section 2: That the Agreement for the reimbursement of eligible overtime police and fire personnel expenses associated with the staffing by the Village at the COVID-19 vaccination center

located at 7600 West Roosevelt Road, Forest Park, Illinois, a copy of which is attached hereto as Exhibit A and made a part hereof, is hereby approved.

Section 3: The Mayor is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest on behalf of the Village the Agreement with the County.

Section 4: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this _____ day of April, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Mayor Rory E. Hoskins

Attested and filed in my office
and published in pamphlet form
this _____ day of April, 2021.

Vanessa Moritz, Village Clerk

Exhibit A

COVID-19 Support Services Reimbursement Agreement

By and Between

The County of Cook

And

The Village of Forest Park, Illinois

for Reimbursement of Eligible Overtime Police and Fire Personnel Expenses

Associated with the Staffing by the Village at the COVID-19 Vaccination Center

Located at 7600 West Roosevelt Road, Forest Park, Illinois

COVID-19 SUPPORT SERVICES REIMBURSEMENT AGREEMENT
BETWEEN
DEPARTMENT OF EMERGENCY MANAGEMENT AND REGIONAL SECURITY
AND
VILLAGE OF FOREST PARK

THIS COVID-19 SUPPORT SERVICES REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ____ day of April, 2021, between the County of Cook ("County"), an Illinois public body corporate and home rule unit of government of the State of Illinois, through its Department of Emergency Management and Regional Security ("EMRS"), whose principal office is located at 69 W. Washington Street, Suite 2600, Chicago, Illinois 60602, and the Village of Forest Park ("Village"), an Illinois municipal corporation, whose principal office is located at 517 Des Plaines Avenue, Forest Park, Illinois 60130. The County and Village are herein each referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on March 10, 2020, pursuant to the Cook County Code of Ordinances, Sections 26-36, and the Illinois Emergency Management Agency Act, 20 ILCS 3305/11, County Board President Toni Preckwinkle found that the circumstances surrounding COVID-19 constitute a public health emergency and issued a proclamation of disaster for Cook County;

WHEREAS, due to the COVID-19 pandemic, there is a need to vaccinate Cook County residents; and

WHEREAS, the County is establishing vaccination sites throughout suburban Cook County to administer COVID-19 vaccinations in response to the public health emergency, which sites require services from the local police and fire departments; and

WHEREAS, the Federal Emergency Management Agency ("FEMA" or "Federal Awarding Agency") has awarded County a grant under Category B of the FEMA Public Assistance program (PA Grant"), which grant reimburses the County for the costs associated with setting up COVID-19 vaccination sites; and

WHEREAS, County has been informed costs incurred by local municipalities to provide police and fire services for a vaccination site are eligible PA Grant costs; and

WHEREAS, County has been further informed the reimbursability of costs incurred by a local municipality requires an agreement between the municipality and the County;

WHEREAS, the County has entered into an agreement to operate a vaccination site at 7600 Roosevelt Road, Forest Park, Illinois 60130 (the "Site"); and

WHEREAS, the County has asked the Village to provide police and fire services in connection with the operation of the Site and the Village has agreed to provide same as set forth in this Agreement.

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the sufficiency of which are hereby acknowledged, the County and Village agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. VILLAGE INFORMATION AND CERTIFICATION

A. Nature of Entity; FEIN Number; and DUNS Number. Village certifies the following information is true and accurate:

- a. Village is ☒ a unit of government, ☐ an institution of higher education, ☐ a nonprofit organization;
- b. Village's correct FEIN is 36-6005875; and
- c. Village's correct DUNS number is 076891365

B. Standing and Authority. Village warrants that:

- a. Village has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it regarding this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- b. The execution and delivery of this Agreement, and the other documents to be executed by Village regarding this Agreement, and the performance by Village of its obligations hereunder have been duly authorized by all necessary entity action.
- c. It recognizes this Agreement and all other documents related to this Agreement, including all applicable Federal laws, regulations, rules, and guidance, constitute the legal, valid and binding obligations of Village enforceable against Village in accordance with their respective terms.

C. Certification. By executing this Agreement, Village certifies:

- a. All representations made in this Agreement are true and correct and
- b. All funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein.

Village acknowledges this Agreement is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all funds awarded to Village.

III. PURPOSE OF AGREEMENT

The purpose of the Agreement is to facilitate the reimbursement of Village personnel overtime costs associated with the support of the Site to the extent permitted by the PA Grant.

IV. EMRS RESPONSIBILITIES

- A. EMRS will ensure Village is notified of all personnel needs for the Site;
- B. EMRS will act as the liaison for all correspondence between the County and IEMA regarding vaccine cost eligibility and will communicate any and all State issues in a timely fashion;
- C. Upon request, EMRS will provide Village with copies of applicable PA Grant program regulations and guidance, and assist Village's staff in identifying and complying with required documents necessary for reimbursement of its eligible costs – including providing a standard template to submit Village overtime costs;
- D. EMRS shall assign a single point of contact to work with the Village.

V. VILLAGE RESPONSIBILITIES

- A. Village will assign a single point of contact to work with EMRS.
- B. Village shall respond to all EMRS requests for information in a timely manner; and
- C. Village will maintain and keep careful records of all Village overtime costs and make available to EMRS copies of payroll records and any back-up documentation needed by the Federal Awarding Agency or IEMA to verify overtime personnel expenditures.

VI. TERMS AND CONDITIONS

- A. Term and Extension. The term of this Agreement shall commence upon the signature of Parties and will remain in effect for the duration of the current COVID-19 pandemic. This Agreement may only be extended upon the written agreement of the Parties and as permitted by the Federal funding Agency at its sole discretion.
- B. Termination for Cause or Convenience.
 - i. The County, through its Executive Director of the Department of Emergency Management and Regional Security, may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; and failure to perform in a timely manner.
 - ii. The County, through its Executive Director of the Department of Emergency Management and Regional Security, may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Village with prior written notice of thirty (30) calendar days.

- iii. The Village may terminate this Agreement (a) for convenience, upon thirty (30) days prior written notice to the County, or (b) upon five (5) days prior written notice to the County, after failure by the County to reimburse the Village within thirty (30) days of being billed the overtime costs pursuant to this Agreement.
 - iv. In the event this Agreement is terminated, Village will not incur new obligations for the terminated portion of the Agreement after Village has received the notification of termination and Village will cancel as many outstanding obligations as possible.
- C. Amount of Reimbursement; Reimbursement Contingency. Village's reimbursement will be the total amount of FEMA approved overtime. The County will review each Village submission for FEMA eligibility and reimburse the Village based on our analysis. However, the Village understands and agrees that the reimbursement of personnel overtime costs is contingent upon and subject to FEMA approval of all costs submitted as eligible County PA Grant costs. The County shall not be liable for any reimbursement costs not approved as part of the PA Grant or not approved in the FEMA reimbursement request.
- D. Village Assurances; Other Requirements. Village shall comply with all the conditions and limitations set forth in the County's 2020 PA Grant, including but not limited to the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 ("Uniform Guidance")
(<https://www.gpo.gov/fdsys/pkg/C.F.R.-2014-title2-vol1/pdf/C.F.R.-2014-title2-vol1-part200.pdf>)
 - ii. The Department of Homeland Security's Standard Terms and Conditions for Fiscal Year 2020
(https://www.dhs.gov/sites/default/files/publications/fy20_dhs_standard_terms_and_conditions_v10.1_dated_12-31-2019.pdf)
 - iii. Illinois Emergency Management Agency Federal Grants Policy Manual
(https://www2.illinois.gov/iema/ITTF/Documents/IEMA_Federal_Grants_Policy_Manual.pdf)
- E. Administrative Requirements. Village acknowledges and agrees that the County is acting as a "pass-through entity" (as such term is defined in 2 C.F.R. § 200.74) for this Agreement and that the County shall have the rights and obligations relating to this Agreement and its administration as set forth in this Agreement and in the Uniform Guidance.
- F. Accounting Requirements. Village shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Village shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Agreement and federal requirements.
- G. Financial Management and System of Internal Controls. As prescribed at 2 C.F.R. §

200.303, Village must:

- a. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that it is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
- b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- c. Evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of Federal awards.
- d. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- e. Take reasonable measures to safeguard protected personally identifiable information and other information DHS, FEMA, IEMA or the County designate as sensitive or Village considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

H. Audit Requirements.

- a. If Village expends \$750,000 or more in Federal awards (defined at 2 C.F.R. §200.38) (from all sources including pass-through subawards) during a fiscal year, Village shall arrange for a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subpart F. Such audit must be submitted to EMRS no later than nine (9) months after the end of the Village's fiscal year.
- b. If Village expends less than \$750,000 in Federal awards during its fiscal year and is not subject to the audit requirements in 3.9.1, Village must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards; if Village expends between \$500,000 and \$749,999 in Federal and State awards combined, Village must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards. Village shall submit these financial statement audit reports to EMRS either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

I. Federal Awarding Agency Requirements. This Agreement will be funded in whole or in part with Federal financial assistance from the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA). In signing this Agreement Village acknowledges and agrees:

- a. FEMA financial assistance will be used to fund the Agreement and agrees and/or certifies it will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, as applicable, including but not limited to the Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) and those requirements set forth at Exhibit A, attached hereto and made a part hereof.

- b. Village acknowledges that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation.
- c. The Village agrees that the most recent federal requirements will apply to this Agreement.
- I. Incorporation of All Applicable Requirements. All requirements cited in this Article VI, Terms and Conditions, and any other requirements applicable to the reimbursement of Village personnel overtime costs are hereby incorporated into this Agreement by reference as if fully set forth herein and by executing this Agreement Village acknowledges and agrees it is assumed to have read, understood, and accepted all applicable requirements as binding.

VII. REVISIONS/AMENDMENTS

The Parties may revise or modify this Agreement by written amendment hereto, provided such revisions or modifications are mutually agreed upon and made by authorized officials from EMRS and Village.

VIII. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by a recognized overnight courier for delivery on the next business day, and addressed to the Parties to the addresses set forth below, or to such other address as any Party may designate by notice complying with the terms of this Section VIII:

If to County:

Department of Emergency Management and Regional Security
69 W. Washington St., Suite 2600
Chicago, Illinois 60602
Attention: Executive Director

If to Village:

Village of Park Forest
517 Desplaines Avenue
Forest Park, Illinois 60130
Attention: Tim Gillian

IX. ENTIRETY

This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, with respect to the subject matter of this Agreement.

**END OF PAGE
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, EMRS and Village have caused this Agreement to be executed by their duly authorized representatives.

COOK COUNTY DEPARTMENT OF EMERGENCY
MANAGEMENT AND REGIONAL SECURITY

VILLAGE OF FOREST PARK

William Barnes, Executive Director

Rory Hoskins, Mayor

Date: _____

Date: _____

EXHIBIT A
FEDERAL CONTRACT CLAUSES

- a. Compliance with Federal Law, Regulations, and Executive Orders. Contractor will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal funds. The contractor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The contractor agrees that the most recent federal requirements will apply to the project.
- b. Debarment and Suspension.
 - i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- c. Lobbying and Political Activities. Contractor certifies, to the best of his or her knowledge and belief, that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any federal contract, the making of any federal grant, the making federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress relating to this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- iii. The contractor shall require that the language of the foregoing two subsections be included in the award documents for all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

- d. DHS Seal, Logo, and Flags. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- e. Records Retention. Contractor shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the Subaward, adequate to comply with 2 C.F.R. § 200.333, unless a different retention period is specified in 2 C.F.R. § 200.333. If any litigation, claim or audit related to the purchases contemplated herein is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- f. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.
- g. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this Agreement.
- h. Procurement of Recovered Materials. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid

waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

i. Domestic Preferences For Procurements.

- i. As appropriate and to the extent consistent with law, contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ii. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

j. Procurement of Recovered Materials.

- i. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- iii. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

k. Clean Air Act.

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The contractor agrees to report each violation to the County and understands and agrees

that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- I. Federal Water Pollution Control Act.

- i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The contractor agrees to include the Federal Water Pollution Control Act requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - iv. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- m. Compliance with the Contract Work Hours and Safety Standards Act. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- n. Prohibition On Certain Telecommunications Services and Equipment.
 - i. As required by 2 C.F.R. § 200.216, recipients, subrecipients, and contractors that receive FEMA loan or grant funds are prohibited from obligating or expending said funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use FEMA funds to purchase:

- 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by

Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

END OF EXHIBIT A



Thursday, April 1, 2021
The Honorable Mayor Rory Hoskins
Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130

RE: District 91 Street Banners for Project Kindness

Dear Mayor Hoskins and Commissioners:

Forest Park School District 91 requests your permission to hang banners to promote the third annual Kindness Week event, a community-wide initiative to help our students understand the importance of showing kindness to others and to encourage kindness throughout Forest Park.

The banner request is for two weeks, at the corners of Circle and Madison and Des Plaines and Madison, between April 19 and April 30, to help remind residents throughout Forest Park about Kindness Week.

To promote Kindness Week, students will design unique posters to place in the windows of their homes. Retailers, in turn, will be asked to place Kindness Week posters in their store windows.

Thank you for your consideration.

Sincerely,

Scott P. Dunnell

Scott P. Dunnell
Public Relations and Communications Manager
Forest Park School District 91



hwwcrop.org

Date: March 29. 2021

To: Village of Forest Park

From: Hunger Walkathon West (your local CROP Hunger Walk)
Joanne Despotes, Event Coordinator
708-209-1377; jdespotes@gmail.com

We ask permission to have a banner announcing our 2021 Walk hung at the intersection of Circle and Madison for two weeks from 4/17 to 5/1.

Hunger Walkathon West is in its 38th year. In 2020 we raised \$100,000 and in our 37 year history we have raised over \$1.7 million. 25% of the funds are distributed to local area hunger fighting agencies including Forest Park Food Pantry, Proviso Food Pantry, and Housing Forward. 75% is used in the national and international relief and development programs of CWS-Global.

We appreciate your support.



FOREST PARK
PUBLIC LIBRARY

7555 Jackson Blvd
Forest Park IL
fppl.org
708-366-7171

Wednesday, March 17

For the consideration of the Village Council of Forest Park:

The Forest Park Public Library request the use of The Grove for an outdoor program listed below that will be open to the residents of Forest Park and patrons of the Forest Park Public Library. The Village Forest Park has been listed as an "additional insured" location on our liability insurance certificate and a copy of the certificate is included with this request.

This event will require participants to socially distance and wear masks when they are less than six feet apart.

**Outdoor Yoga at The Grove with And Then There Was Well Yoga Studio
Monday, June 21 from 7-8 pm**

Thank you for your consideration,

Pilar Shaker
Library Director

From: Alicia Hammond [mailto:ahammond@fppl.org]
Sent: Monday, April 5, 2021 8:25 AM
To: Tanzla Davis-Rodriguez <tdavis-rodriguez@forestpark.net>
Subject: Re: Request For Use

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Tanzla,
The Library would also like to request use of Constitution Court for two two-hour time periods in the summer.

The dates are Saturday, June 5 & Sunday, July 18 from 12-2 pm.

We would like to do a socially distanced drop in puppet show. They would be short sessions where kids come up lasting no more than 5-10 minutes. The 2 Library staff members would be wearing masks the entire time.

Should I have Pilar write a letter like we did with the yoga or would you prefer the form you referenced?

Thanks so much!

Best,
Alicia