

VILLAGE OF BRADLEY

RESOLUTION NO. R-08-25-01

A RESOLUTION APPROVING A GRANT OF LICENSE BETWEEN THE VILLAGE OF
BRADLEY AND BEAR MACHINE TOOL AND DIE, INC., FOR THE CONSTRUCTION,
MAINTENANCE, AND USE OF CERTAIN PARKING IMPROVEMENTS LOCATED
WITHIN THE VILLAGE'S E. BROADWAY PUBLIC RIGHT OF WAY

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 25th DAY OF August, 2025

Adopted by the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 25th
day of August, 2025

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WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Village of Bradley owns the public right-of-way for E. Broadway Street in fee for the benefit of the public ("E. Broadway"); and

WHEREAS, Bear Machine Tool and Die, Inc. ("Bear Machine") is the owner and occupant of certain property adjoining the E. Broadway right of way, which property is commonly known as 928 and 940 E. Broadway Street, Bradley, Illinois 60915-1738 (PINs: 17-09-28-118-004; 17-09-28-118-005) ("Bear Machine Property"); and

WHEREAS, a portion of the E. Broadway right of way located between the north property line of the Bear Machine Property and the E. Broadway roadway was previously paved and has historically been used for parking purposes associated with the Bear Machine Property ("Parking Area"); and

WHEREAS, Bear Machine wishes to make certain improvements to the Parking Area and to use the same in connection with its business; and

WHEREAS, the Village has prepared a Grant of License ("License"), a copy of which is attached hereto as Exhibit A and fully incorporated herein, for the purposes of authorizing Bear Machine's proposed improvements to and use of the Parking Area; and

WHEREAS, the Corporate Authorities of the Village have reviewed the terms, conditions, and provisions of the License and have determined that the same are fair, reasonable, and acceptable to the Village, and further that entering into the License with Bear Machine is in the best interests of the Village and its citizens; and

WHEREAS, Bear Machine has demonstrated that it is ready, willing, and able to enter into the License with the Village, and thereafter to fully and adequately perform under the same.

**NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES
OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT
TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby find and declare that the terms, conditions, and provisions of the License (Exhibit A) are fair, reasonable, and acceptable to the Village and that said License is hereby approved in form and substance. Therefore, the Village President is hereby authorized and directed to execute, and the Village Clerk to attest, the License, and thereafter to take any and all actions, including without limitation the execution and delivery of documents, as necessary to enter into and perform under said License.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. This Resolution shall be in full force and effect from and after its passage and approval, as provided by law.

[Intentionally Blank]

PASSED by the Board of Trustees on a roll call vote on the 25th day of August, 2025.

TRUSTEES:

RYAN LEBRAN	Aye – <u> </u>	Nay – <u> </u>	Absent – <u>✓</u>
BRIAN BILLINGSLEY	Aye – <u>✓</u>	Nay – <u> </u>	Absent – <u> </u>
DARREN WESTPHAL	Aye – <u>✓</u>	Nay – <u> </u>	Absent – <u> </u>
BRIAN TIERI	Aye – <u>✓</u>	Nay – <u> </u>	Absent – <u> </u>
GRANT D. VANDENHOUT	Aye – <u>✓</u>	Nay – <u> </u>	Absent – <u> </u>
GENE JORDAN	Aye – <u>✓</u>	Nay – <u> </u>	Absent – <u> </u>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye – Nay – Absent –

TOTALS: Aye – 5 Nay – 0 Absent – 1

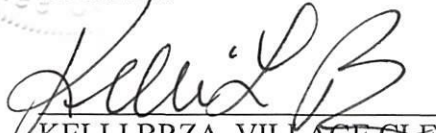
ATTEST:


KELLI BRZA, VILLAGE CLERK

APPROVED this 25th day of August, 2025.


MICHAEL WATSON, VILLAGE PRESIDENT

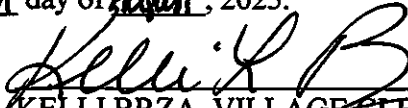
ATTEST:


KELLI BRZA, VILLAGE CLERK

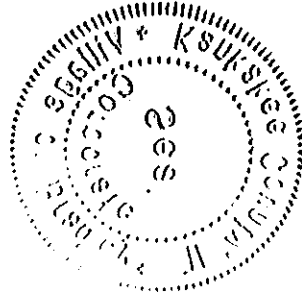
STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-082501, "A RESOLUTION APPROVING A GRANT OF LICENSE BETWEEN THE VILLAGE OF BRADLEY AND BEAR MACHINE TOOL AND DIE, INC., FOR THE CONSTRUCTION, MAINTENANCE, AND USE OF CERTAIN PARKING IMPROVEMENTS LOCATED WITHIN THE VILLAGE'S E. BROADWAY PUBLIC RIGHT OF WAY," which was adopted by the Village Corporate Authorities at a meeting held on the 25th day of August, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 25th day of August, 2025.


KELLI BRZA, VILLAGE CLERK





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Exhibit A

Grant of License

GRANT OF LICENSE

The Licensors, **Village of Bradley**, an Illinois Municipal Corporation ("Licensor"), in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, hereby gives and grants to **BEAR MACHINE TOOL AND DIE, INC.**, an Illinois Corporation ("Licensee"), its contractors and assigns, a non-exclusive license to construct, operate, and maintain parking facilities ("Licensee's Improvements"), together with the right of access to the same as may be required incident to the grant herein given at the specific location identified in the attached Exhibit A, in Kankakee County, Illinois ("License Area") subject to the terms and conditions set forth herein.

Licensee's Improvements must be installed to Village Standards and must be restored to Village Standards at the time of restoration.

Licensee's Improvements must be installed without any penetration or damage to the current street or sidewalk, if any. In the event of any damage to the current street or sidewalk, or any other damage, resulting from the construction, maintenance, renewal, relocation, removal, or restoration of the Licensee's Improvements, Licensee shall promptly pay to the Licensor all costs associated with the damage in order to restore the assets to its condition prior to this Grant of License.

Licensee agrees to maintain the License Area, which maintenance shall include but not be limited to, snow/ice removal, pavement striping, asphalt resurfacing, curb repairs, gutter repairs, and sidewalk repairs, as applicable.

Licensee agrees to indemnify, defend and hold harmless Licensor and its respective employees, officers, directors, contractors, agents, subsidiaries, affiliates, legal representatives, successors and assigns (the "Licensor Parties"), from and against any and all claims, actions, proceedings, judgments, damages, liens, fines, costs, liabilities, damage to public property, damage to private property, bodily injuries (including death at any time resulting therefrom), losses, costs and expenses (including but not limited to attorneys' fees and costs) arising from or related to Licensee's use and occupancy of the License Area, or any work performed hereunder by Licensee, its employees, agents, contractors or subcontractors, or anyone claiming by, through or under any of them, or any breach of this Grant of License, except for any such claim, action, proceeding, judgment, damage, lien, fine, cost, liability, injury, loss, cost and expense that results from the gross negligence or willful misconduct of the Licensor.

The Village may terminate this license at any time for any reason or for no reason at all upon thirty (30) days written notice. Licensee's Improvements must be removed and the License Area restored to its condition prior to the Grant or License within ninety (90) days following the Village's written notice of termination, unless

otherwise agreed to by the Village in writing. In the event Licensee's Improvements are not removed and restored in the time period set forth herein and after a 30-day notice to cure is provided by Licensors, the Licensors may remove and restore the Licensors' Improvements at the cost and expense of the Licensee.

Licensee shall furnish a letter of credit, in a form acceptable to the Village, in the amount of \$63,503.00 to cover the estimated costs of removing Licensee's Improvements from and restoring the License Area to its original condition prior to this Grant of License upon the termination hereof. Further, Licensee shall extend or renew said LOC and update the amount thereof at least annually, or as otherwise requested by the Licensors in writing.

The Licensors represents to the Licensee that Licensors is the true, lawful and sole owner of the License Area and has full right and power to grant and convey the rights herein conveyed.

IN WITNESS WHEREOF, the Licensors and Licensee have set their hands and seals hereto this _____ day of _____, 20__.

LICENSOR:

LICENSEE:

VILLAGE OF BRADLEY

BEAR MACHINE TOOL AND DIE, INC.

By: _____
Michael M. Watson

By: _____

Its: Village President

Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF KANKAKEE)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that Michael M. Watson, Village President for the Village of Bradley, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

(SEAL)

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that _____ of Bear Machine Tool and Die, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

(SEAL)

An aerial photograph of a residential street. A red-outlined area at the top center is labeled "License Area". Below this, two more red-outlined areas are visible: one on the left side of the street and one on the right side. The street is paved and has several parked cars. On the left side, there are some trees and a utility pole. On the right side, there are houses and a lawn. The image is divided into five sections by yellow lines, each with a label: "02" in the bottom left, "17-09-28-118-003" in the bottom left, "17-09-28-118-004" in the bottom center, "17-09-28-118-005" in the bottom right, and "17-09-28-118-006" in the bottom right.