

VILLAGE OF BRADLEY

RESOLUTION NO. R-6-21-2

A RESOLUTION AUTHORIZING A PROFESSIONAL FEE AGREEMENT BY AND
BETWEEN THE VILLAGE OF BRADLEY AND CSL BEHRING, L.L.C.

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 28th DAY OF June, 2021

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 28th day of June, 2021

RESOLUTION NO. R-6-21-2

A RESOLUTION AUTHORIZING A PROFESSIONAL FEE AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY AND CSL BEHRING, L.L.C.

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, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) the Corporate Authorities of the Village are authorized to enter into contracts on behalf of the Village that serve the Village's legitimate corporate purposes; and

WHEREAS, CSL Behring, L.L.C ("CSL") has expressed an interest in annexing certain property into the Village and engaging in certain development activities within the Village (the "Project"); and

WHEREAS, in order to facilitate the Project, the Village has negotiated a Professional Fee Agreement (the "Agreement") with CSL, on terms that are reasonable and acceptable to the Village (a copy of the proposed Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, CSL has expressed a desire to enter into the Agreement, as well as a willingness to be bound to perform thereunder; and

WHEREAS, the Corporate Authorities of the Village have determined that the execution of the Agreement is necessary and expedient for the Village's corporate purposes and in the best interests of the Village and its citizens.

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 have reviewed the proposed Professional Fee Agreement (the "Agreement") between the Village and CSL, attached hereto as Exhibit A and fully incorporated herein, and have determined that the terms and provisions of said agreement are reasonable and acceptable to the Village. As such, the Corporate Authorities of the Village hereby approve the Agreement in form and substance and further authorize and direct the Village President to execute said Agreement on behalf of the Village. The Corporate Authorities hereby further authorize and direct the Village President to take any and all actions, including but not limited to the execution of any and all documents, that are, in his opinion, necessary to enter into the Agreement with CSL.

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. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 28th day of June, 2021.

TRUSTEES:

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

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 5 Nay - Ø Absent - 1-obtain

ATTEST:


 JULIE TAMBLING, VILLAGE CLERK

APPROVED this 28th day of June, 2021.


 MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Julie Tambling, 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-6212, "A RESOLUTION AUTHORIZING A PROFESSIONAL FEE AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY AND CSL BEHRING, L.L.C.," which was adopted by the Village Corporate Authorities at a meeting held on the 28th day of June 2021.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 28th day of June, 2021.



JULIE TAMBLING, VILLAGE CLERK

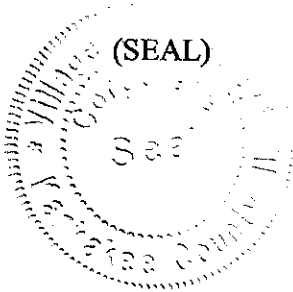


EXHIBIT A

PROFESSIONAL FEE AGREEMENT

This Professional Fee Agreement ("Agreement") entered into this 25th day of June, 2021, between the Village of Bradley, an Illinois Municipal Corporation (hereinafter referred to as "VILLAGE") and CSL Behring, L.L.C. (hereinafter individually and collectively referred to as "DEVELOPER").

WHEREAS, as a result of the DEVELOPER's project, which is the annexation to and disconnection of certain properties from the VILLAGE, along with an amendment to the DEVELOPER's easement rights on certain VILLAGE property, the VILLAGE must have its professional staff analyze, review and comment upon and perform other services solely on the VILLAGE's behalf from the time of the inception of the project through its completion; and

WHEREAS, the DEVELOPER acknowledges it should pay the VILLAGE's costs and expenses for professional staff services rather than impose the costs upon the VILLAGE residents;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the parties by the execution hereof, it is hereby agreed as follows:

SECTION ONE. PROFESSIONAL FEES. The DEVELOPER shall pay the VILLAGE any and all reasonable professional staff fees, costs and expenses incurred by the VILLAGE as a result of or in conjunction with the DEVELOPER's project from this date and prior thereto, through the project's completion, as determined by the PARTIES and/or the VILLAGE's acceptance of all public improvements associated with the project, whichever occurs last.

The VILLAGE's professional staff includes, but is not limited to, its attorneys, engineers, administrator, land planners, traffic and transportation consultants, building commissioner, etc.

Fees shall include the actual out of pocket expenses to the Village's professional staff for services performed on behalf of the VILLAGE in conjunction with the project.

The VILLAGE's professional staff fees shall be billed to the DEVELOPER in the amount as authorized by the VILLAGE to be paid for such services. The professional staff fee rates are attached as Exhibit A to this Agreement. Notwithstanding the foregoing, the professional staff fees billed to CSL shall not exceed the sum of \$15,000 for the entire project.

SECTION TWO. RETAINER AND PAYMENT. Prior to the start of any work on the DEVELOPER's project, the DEVELOPER shall provide the VILLAGE with a retainer of fifteen thousand and 00/100 dollars (\$15,000.00), which retainer shall be used to pay

of fifteen thousand and 00/100 dollars (\$15,000.00), which retainer shall be used to pay the VILLAGE's professional staff fees, costs, and expenses. Prior to drawing any amount from the DEVELOPER'S retainer, the VILLAGE shall send an invoice to the DEVELOPER setting forth the fees, costs, and expenses incurred, which the DEVELOPER may dispute, if at all, within thirty (30) days. In the event that the DEVELOPER fails to dispute the amount in the VILLAGE's invoice, in part or in whole, in the time frame set forth, the Village may draw down all invoiced amounts from the balance of the DEVELOPER's retainer. At the conclusion of the project, as determined by the PARTIES, the VILLAGE shall refund any remaining retainer balance to the DEVELOPER within fifteen days.

SECTION THREE. COOPERATION. The DEVELOPER shall fully cooperate with the VILLAGE, its officials and professional staff with respect to its project.

SECTION FOUR. REPRESENTATION OF VILLAGE ONLY. The DEVELOPER acknowledges that the VILLAGE's in-house and professional staff solely represent the VILLAGE and the VILLAGE's interest and do not represent the DEVELOPER.

SECTION FIVE. CONFLICT. If any of the terms and provisions of this Agreement conflict with any ordinance of the VILLAGE or agreement between the parties, the terms and provisions of this Professional Fee Agreement shall supersede and control any other terms and provisions.

SECTION SIX. ATTORNEY'S FEES. In the event any suit or other action is brought to enforce or which otherwise affects this Agreement, or any of its provisions, the DEVELOPER, in addition to all other costs and expenses shall pay the VILLAGE's attorney's fees, expert witness fees, costs and any other associated expenses.

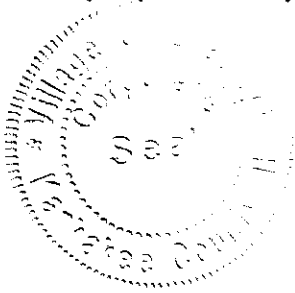
SECTION SEVEN. SEVERABILITY. The invalidity of any paragraph or subparagraph of this Professional Fee Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified.

SECTION EIGHT. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless agreed to by the parties in writing.

Dated at Bradley, Kankakee County, Illinois on the date written above.

VILLAGE OF BRADLEY, an Illinois
Municipal Corporation

(Corporate Seal)



By: Michael Watson
Michael Watson, Village President

ATTEST:

By: Julie Tambling
Julie Tambling, Village Clerk

DEVELOPER

(Corporate Seal)



By: [Signature]
Its President

ATTEST:

By: [Signature]
Its Secretary

EXHIBIT A

PROFESSIONAL FEE RATES

1. Attorney: \$250/hr.
2. Engineer: not to exceed \$2,500 total.