VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
10/02/23

Payroll Ending	**09/23/23**		**TOTALS**
Village Portion of Social Security	11,221.08		
Village Portion of Medicare	7,982.00		
Prior Month Village Portion of IMRF	0.00		
Net Payroll	492,773.53		
Special Payroll (None)			
Total Payroll Expense	**511,976.61**	**$**	**511,976.61**
Manual Checks & Wires			
Manual Checks	434.50		
Total Manual Checks & Wires		**$**	**434.50**
ACH Debits			
Health Insurance Premium	285,323.49		
City of Chicago (Water Payment)	331,555.70		
Total ACH Debits		**$**	**616,879.19**
Payable Vouchers			
Payable Voucher 08-04-23	1,090,559.27		
Total Payable Vouchers		**$**	**1,090,559.27**
Grand Total Payments			**$ 2,219,849.57**

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
Printed: 09/28/2023 - 1:44PM
Batch: 00206.10.2023

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3443	1ST AYD CORPORATION			Check Sequence: 1	ACH Enabled: False
PSI641661	Roll towels, toliet paper case	371.90	10/06/2023	10-30-62030	
	Check Total:	371.90			
Vendor: 1259	ACE HARDWARE - FIRE			Check Sequence: 2	ACH Enabled: False
144817/1	Electrical supplies	37.98	10/06/2023	10-30-62060	
	Check Total:	37.98			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 3	ACH Enabled: False
145329/1	Garden weed preventer	65.98	10/06/2023	10-90-62600	
145366/1	Propane	57.39	10/06/2023	34-01-50200	
	Check Total:	123.37			
Vendor: 1264	ACE HARDWARE - STREETS			Check Sequence: 4	ACH Enabled: False
144973/1	Spray paint bottles	60.34	10/06/2023	10-90-62600	
145137/1	Keys single cut, Weed preventers	124.14	10/06/2023	10-90-62600	
145416/1	Propane	34.93	10/06/2023	10-90-50200	
	Check Total:	219.41			
Vendor: 5027	ACTIVE911, INC			Check Sequence: 5	ACH Enabled: False
515065	Active 911 redundant dispatch-Reimbursed by 911 funds	660.00	10/06/2023	10-30-51170	
	Check Total:	660.00			
Vendor: 3364	ADP SCREENING & SELECTION			Check Sequence: 6	ACH Enabled: False
1245111-09-2023	Monthly screening services Sept2023	32.32	10/06/2023	10-60-60000	
	Check Total:	32.32			
Vendor: 4590	AEP ENERGY			Check Sequence: 7	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
3013133540Sept2	3010 Mannheim 3013133540 7/28-8/31/2023	21,335.14	10/06/2023	19-01-62330	
3013133551Sept2	0 N Belmont 3013133551 8/4-9/5/2023	776.90	10/06/2023	19-01-62330	
	Check Total:	22,112.04			
Vendor: 3097	AFTERMATH BIOHAZARD MANAGEMENT			Check Sequence: 8	ACH Enabled: False
JC2023-0385	Jail cell clean up	300.00	10/06/2023	10-20-52600	
	Check Total:	300.00			
Vendor: 3050	AIR ONE EQUIPMENT, INC.			Check Sequence: 9	ACH Enabled: False
197736	SCBA compressor air quality test	165.00	10/06/2023	10-30-50800	
197738	Firefighting boots	409.00	10/06/2023	10-30-62180	
	Check Total:	574.00			
Vendor: 5347	ARAMARK			Check Sequence: 10	ACH Enabled: False
6020162638	Carpet service	119.48	10/06/2023	10-20-52600	
6020162639	Carpet service	199.77	10/06/2023	10-13-52600	
6020164887	Carpet service	119.48	10/06/2023	10-20-52600	
6020164888	Carpet service	199.77	10/06/2023	10-13-52600	
6020167250	Carpet service	199.77	10/06/2023	10-13-52600	
	Check Total:	838.27			
Vendor: 5242	AT&T			Check Sequence: 11	ACH Enabled: False
847288012609	Fire station 1 outside phone- Aug	48.21	10/06/2023	10-02-51200	
847671155609	Alarm circuits and multiple single lines for Sept	377.18	10/06/2023	10-02-51200	
	Check Total:	425.39			
Vendor: 0717	AT&T LONG DISTANCE			Check Sequence: 12	ACH Enabled: False
850021744Sept23	Long Distance for Sept	53.80	10/06/2023	10-02-51200	
	Check Total:	53.80			
Vendor: 1272	AT&T TELECONFERENCE SERVICES			Check Sequence: 13	ACH Enabled: False
309-005458	Conference call services- Aug	14.02	10/06/2023	10-02-51200	
	Check Total:	14.02			
Vendor: 1412	BATTERY SERVICE CORP			Check Sequence: 14	ACH Enabled: False
0104475	Jump starter and Noco boost	569.90	10/06/2023	10-90-82630	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	569.90			
Vendor: 1764	BIUNDO LANDSCAPING			Check Sequence: 15	ACH Enabled: False
5Sept	Vacant/foreclosure grass cutting -Sept-10500 Grand	560.00	10/06/2023	43-01-59000	
5Sept	Vacant/foreclosure grass cutting -Sept-9115 Grand	150.00	10/06/2023	10-13-53000	
	Check Total:	710.00			
Vendor: 1609	BRISTOL HOSE & FITTING			Check Sequence: 16	ACH Enabled: False
3525345	Hydralic hose sweeper #1	114.50	10/06/2023	08-01-50090	
3525640	Custom Hydralic hose assembly sweeper #1	331.68	10/06/2023	08-01-50090	
3525646	Custom Hydralic hose assembly sweeper #1	289.10	10/06/2023	08-01-50090	
3525646	3/4" plugs	33.39	10/06/2023	08-01-50090	
3525646	3/4" caps	42.90	10/06/2023	08-01-50090	
3525646	Parktek nylon protective sleeving	48.31	10/06/2023	08-01-50090	
	Check Total:	859.88			
Vendor: 3999	LORENZ CAGABANUA			Check Sequence: 17	ACH Enabled: False
092523	Refund for citations issued (3)	120.00	10/06/2023	10-20-60331	
	Check Total:	120.00			
Vendor: 0601	CHICAGO METROPOLITAN AGENCY FOR I			Check Sequence: 18	ACH Enabled: False
68502	CMAP Intergovernmental agreement	18,000.00	10/06/2023	10-12-50540	
	Check Total:	18,000.00			
Vendor: 0968	CHRISTOPHER B. BURKE ENGINEERING, I			Check Sequence: 19	ACH Enabled: False
183701	Difference in balance due for EOWA contract S11C 4/30-5/27/23	130.20	10/06/2023	62-01-82800	
61H14-16	Franklin Ave Phase III engineering 7/30-8/26/23	64,507.64	10/06/2023	65-10-54600	
	Check Total:	64,637.84			
Vendor: 1420	CLARK DIETZ, INC.			Check Sequence: 20	ACH Enabled: False
438616	Professional services for Curtis pump station rehab 7/29-8/25/23	1,222.50	10/06/2023	34-01-62800	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,222.50			
Vendor: 3643	COMCAST			Check Sequence: 21	ACH Enabled: False
182535396	Dedicated internet and network services-Sept	8,436.21	10/06/2023	10-02-51200	
	Check Total:	8,436.21			
Vendor: 3648	COMCAST			Check Sequence: 22	ACH Enabled: False
0168083Sept23	Internet for PD Oct	176.85	10/06/2023	10-02-51200	
	Check Total:	176.85			
Vendor: 5257	COMED			Check Sequence: 23	ACH Enabled: False
0188785006Sept2	00WS Wolf Rd 0188785006 8/7-9/6/2023	83.60	10/06/2023	10-50-62330	
0702160012Sept2	3200 Mannheim 0702160012 8/11-9/12/2023	32.15	10/06/2023	10-50-62330	
0843085325Sept2	11230 Addison 0843085325 8/7-9/6/2023	582.55	10/06/2023	34-02-62800	
1862148017Sept2	2709 Scott 1862148017 8/8-9/7/2023	329.99	10/06/2023	34-02-62800	
3893073029Sept2	3900 Mannheim Rd 3893073029 8/4-9/5/2023	22.38	10/06/2023	10-50-62330	
5396076006Sept2	3200 Sarah 5396076006 8/11-9/12/2023	271.24	10/06/2023	10-50-62330	
5648695019Sept2	9380 Chestnut 5648695019 8/4-9/5/2023	62.03	10/06/2023	10-50-62330	
5732676117Sept2	9800 Franklin 5732676117 8/4-9/5/2023	68.07	10/06/2023	10-50-62330	
5903506002Sept2	2701 Scott 5903506002 8/7-9/6/2023	140.59	10/06/2023	10-50-62330	
8781136050Sept2	10699 Waveland 8781136050 8/4-9/5/2023	74.60	10/06/2023	10-50-62330	
	Check Total:	1,667.20			
Vendor: 0521	COMMERCIAL TIRE SERVICE			Check Sequence: 24	ACH Enabled: False
1110172573	Flat repair # sweeper 2	62.00	10/06/2023	10-90-50100	
1110172574	Flat repair # skidster trailer	40.00	10/06/2023	10-90-50100	
1110172716	Parts and labor 4 tires #Skidster	666.28	10/06/2023	08-01-50090	
	Check Total:	768.28			
Vendor: 3016	COPENHAVER CONSTRUCTION, INC			Check Sequence: 25	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
520.21.4	Final pay request for Franklin Ave intersection 11/30/22-8/4/23	33,630.72	10/06/2023	65-10-82825	
	Check Total:	33,630.72			
Vendor: 1337	CORPORATE BUSINESS CARDS, LTD			Check Sequence: 26	ACH Enabled: False
329828	September newsletters	2,336.71	10/06/2023	10-01-51880	
	Check Total:	2,336.71			
Vendor: 0398	CTSI GROUP			Check Sequence: 27	ACH Enabled: False
3224417	Camera repairs	552.85	10/06/2023	10-02-55050	
	Check Total:	552.85			
Vendor: 1464	D&P CONSTRUCTION CO., INC.			Check Sequence: 28	ACH Enabled: False
0000392505	Switches	1,035.00	10/06/2023	09-01-64000	
0000392773	Live loads and fuel	2,328.25	10/06/2023	34-02-63070	
	Check Total:	3,363.25			
Vendor: 3093	DOBSON ENTERTAINMENT, INC			Check Sequence: 29	ACH Enabled: False
4592	Social media video- Leyden News Agency	900.00	10/06/2023	10-01-51880	
	Check Total:	900.00			
Vendor: 3026	DYNEGY ENERGY SERVICES			Check Sequence: 30	ACH Enabled: False
146697523081	10800/11000 King 0046077025 6/29-7/30/2023	3,941.20	10/06/2023	34-01-62800	
146697523081	0 Franklin 0080020006 7/11-8/6/2023	106.80	10/06/2023	10-50-62330	
146697523081	2998 Hart 0155121038 7/13-8/10/2023	79.32	10/06/2023	34-02-62800	
146697523081	2401 Scott 0217099011 6/29-7/30/2023	256.98	10/06/2023	10-50-62330	
146697523081	129 West Manor 0263010000 6/29-7/30/2023	225.81	10/06/2023	34-02-62800	
146697523081	9535 Belmont 0297095062 7/13-8/10/2023	7,467.86	10/06/2023	34-01-62800	
146697523081	8 Countyline Rd 0473120026 7/7-8/6/2023	580.93	10/06/2023	34-01-62800	
146697523081	0 17th Ave 0474092012 7/10-8/7/2023	94.42	10/06/2023	34-02-62800	
146697523081	11201 Taft 1047039057 7/7-8/6/2023	49.24	10/06/2023	34-02-62800	
146697523081	9540 Addison 1513111004 7/13-8/10/2023	45.30	10/06/2023	10-50-62330	
146697523081	9400 Grand 3195005070 7/6-8/3/2023	274.91	10/06/2023	10-50-62330	
146697523081	9229 Grand 5228689026 7/13-8/10/2023	223.62	10/06/2023	34-02-62800	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
146697523081	9364 Franklin 5732152069 7/6-8/3/2023	46.67	10/06/2023	10-50-62330	
146697523081	11400 Copenhagen 7603147072 6/30-7/30/2023	403.66	10/06/2023	34-02-62800	
	Check Total:	13,796.72			
Vendor: 1755	E. HOFFMAN, INC.			Check Sequence: 31	ACH Enabled: False
31365	Mixed Load spoils hauled out	3,290.00	10/06/2023	34-01-62860	
31370	Mixed Load spoils hauled out	3,290.00	10/06/2023	34-01-62860	
	Check Total:	6,580.00			
Vendor: 3278	ELEVATOR INSPECTION SERVICES			Check Sequence: 32	ACH Enabled: False
118126	Four inspections performed for 2023 elevator inspections	128.00	10/06/2023	10-13-60550	
	Check Total:	128.00			
Vendor: 4039	EUCLID MANAGERS			Check Sequence: 33	ACH Enabled: False
5396090Sept23	Dental Oct2023	15,061.88	10/06/2023	10-52-62390	
5396090Sept23	Vision Oct2023	877.92	10/06/2023	10-52-62390	
5396090Sept23	Short term disability Oct2023	3,743.12	10/06/2023	10-52-62370	
5396090Sept23	Long term disability Oct2023	1,265.32	10/06/2023	10-52-62370	
5396090Sept23	Voluntary life Oct2023	1,328.96	10/06/2023	10-52-59000	
	Check Total:	22,277.20			
Vendor: 3904	FEDEX			Check Sequence: 34	ACH Enabled: False
8-239-64991	Mailing	26.49	10/06/2023	34-01-51500	
8-253-19561	Mailing	32.11	10/06/2023	34-01-51500	
	Check Total:	58.60			
Vendor: 5061	FIRESTONE COMPLETE AUTO CARE			Check Sequence: 35	ACH Enabled: False
275878	Spare Tires for #883 & #888	374.30	10/06/2023	10-20-50300	
	Check Total:	374.30			
Vendor: 0081	FRANKLIN PARK PLUMBING CO., INC.			Check Sequence: 36	ACH Enabled: False
13938	Excavation and replace sanitary man hole @ Schiller & Atlantic	11,902.00	10/06/2023	34-02-63070	
	Check Total:	11,902.00			
Vendor: 6062	GBJ SALES, LLC			Check Sequence: 37	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
5048	Gloves	590.00	10/06/2023	34-02-60600	
5055	Gloves, liquid cleaner, degreaser, release agents	1,333.85	10/06/2023	10-90-62590	
	Check Total:	1,923.85			
Vendor: 1768	GELCO FLEET			Check Sequence: 38	ACH Enabled: False
92523	Refund for citation issued	40.00	10/06/2023	10-20-60331	
	Check Total:	40.00			
Vendor: 5200	GRAINGER			Check Sequence: 39	ACH Enabled: False
9828211269	Handheld sprayers	133.50	10/06/2023	10-90-82630	
	Check Total:	133.50			
Vendor: 0694	GREATER ILLINOIS TITLE COMPANY			Check Sequence: 40	ACH Enabled: False
41066686-230302	Title search-10423 Franklin Ave	2,093.00	10/06/2023	65-10-54100	
41067322-232469	Title search-11305 Franklin Ave	2,093.00	10/06/2023	65-10-54100	
41067915-232393	Title search-10600 Franklin Ave	2,093.00	10/06/2023	65-10-54100	
41073557-254856	Title search-3715 Carnation	400.00	10/06/2023	10-72-62557	
41073560-242065	Title search-10531 Waveland	640.00	10/06/2023	10-72-62557	
41073565-241825	Title search-3400 Mannheim	625.00	10/06/2023	10-72-62557	
41073568-254858	Title search-10440 Waveland	400.00	10/06/2023	10-72-62557	
41073580-254859	Title search-11533 Franklin Ave	400.00	10/06/2023	65-10-54100	
	Check Total:	8,744.00			
Vendor: 4516	GW & ASSOCIATES, PC			Check Sequence: 41	ACH Enabled: False
2309336	Payroll processing for Aug2023	3,600.00	10/06/2023	10-60-51900	
	Check Total:	3,600.00			
Vendor: 0234	HAMPTON, LENZINI, & RENWICK, INC.			Check Sequence: 42	ACH Enabled: False
000020232122	Franklin Park Maint 2023-25 Services through 9/18/23	9,800.00	10/06/2023	34-02-63070	
	Check Total:	9,800.00			
Vendor: 1026	HARPOS V.I.P AUTOPARTS			Check Sequence: 43	ACH Enabled: False
10888-1	Air filters sweeper #1	154.70	10/06/2023	08-01-50090	
10904-1	Universal exhaust hanger #477	6.95	10/06/2023	08-01-50030	
10919-1	Brake pads #213	85.35	10/06/2023	08-01-50090	
10924-1	Starter #882	116.57	10/06/2023	08-01-50020	
10947-1	30 Amp fuse holder #1881	6.99	10/06/2023	08-01-50090	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
10966-1	Felpro and thermostat #898	17.18	10/06/2023	08-01-50020	
	Check Total:	387.74			
Vendor: 0062	RICHARD HILDRETH			Check Sequence: 44	ACH Enabled: False
09252023	Programming support - Aug2023	300.00	10/06/2023	10-02-51150	
	Check Total:	300.00			
Vendor: 0590	ILLINOIS ASSOCIATION OF CHIEFS OF POI			Check Sequence: 45	ACH Enabled: False
13636	Renewal Use of Force certification	150.00	10/06/2023	10-20-52100	
	Check Total:	150.00			
Vendor: 1510	ILLINOIS FINANCE AUTHORITY			Check Sequence: 46	ACH Enabled: False
2023-{2235}1913	Ambulance revolving loan principal pymt	31,598.20	10/06/2023	10-30-80305	
2023-{2235}1913	Ambulance revolving loan interest pymt	1,195.41	10/06/2023	10-30-68080	
	Check Total:	32,793.61			
Vendor: 0495	ILLINOIS FIRE CHIEFS ASSOCIATION			Check Sequence: 47	ACH Enabled: False
5727	Advanced Fire officer class	1,000.00	10/06/2023	10-30-52001	
	Check Total:	1,000.00			
Vendor: 1016	ILLINOIS HOMICIDE INVESTIGATORS ASS			Check Sequence: 48	ACH Enabled: False
2023A129	ILHIA annual conference training for 5 attendees	1,375.00	10/06/2023	10-20-52001	
	Check Total:	1,375.00			
Vendor: 3123	Intoximeters			Check Sequence: 49	ACH Enabled: False
742469	Supplies	170.75	10/06/2023	10-20-60330	
	Check Total:	170.75			
Vendor: 1209	JANET G MARTINEZ			Check Sequence: 50	ACH Enabled: False
INV-0083	Spanish translation newsletter- Sept2023	198.00	10/06/2023	10-01-51880	
	Check Total:	198.00			
Vendor: 3614	JEEP & BLAZER, LLC			Check Sequence: 51	ACH Enabled: False
22293	Legal services for Joslyn, July 2023	70.00	10/06/2023	10-72-62557	
22294	Legal services for Misc Enviro, July 2023	70.00	10/06/2023	10-72-62557	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
22295	Legal services for Real Estate Holdings, July 2023	245.00	10/06/2023	10-72-62557	
	Check Total:	385.00			
Vendor: 1534	JKS VENTURES, INC.			Check Sequence: 52	ACH Enabled: False
208299	Yard waste -logs haul	260.00	10/06/2023	09-01-64000	
208353	Gravel & Sand outbound- Limestone plus delivery charge	8,582.84	10/06/2023	34-02-63070	
	Check Total:	8,842.84			
Vendor: 0041	JOSEPH MCLOUGHLIN			Check Sequence: 53	ACH Enabled: False
1729Sept2023	Landscaping- Jack B Williams	2,800.00	10/06/2023	34-02-63070	
1729Sept2023	Landscaping- Copenhagen lift station	3,035.00	10/06/2023	34-02-63070	
1729Sept2023	Landscaping- David Talbott lift station	3,000.00	10/06/2023	34-02-63070	
1729Sept2023	Landscaping- Drainage ditch	2,300.00	10/06/2023	10-90-62600	
1729Sept2023	Landscaping- Field East of new PD	2,700.00	10/06/2023	10-90-86000	
1729Sept2023	Landscaping- King St pumping station	2,275.00	10/06/2023	34-01-62900	
1729Sept2023	Landscaping- Milton Rentmeester rentention pond	2,800.00	10/06/2023	34-02-63070	
1729Sept2023	Landscaping- FP clearing pump station	1,060.00	10/06/2023	34-01-62900	
1853Sept2023	Landscaping- Veterans memorial park	375.00	10/06/2023	10-90-69590	
1853Sept2023	Landscaping- Garra underpass	750.00	10/06/2023	10-90-62600	
1853Sept2023	Landscaping- B12 tower	450.00	10/06/2023	10-90-87610	
1853Sept2023	Landscaping- Train station	600.00	10/06/2023	41-01-63210	
1853Sept2023	Landscaping- Field south of Garra underpass	800.00	10/06/2023	10-90-86000	
1853Sept2023	Landscaping- Utility dept	1,500.00	10/06/2023	10-90-86000	
1853Sept2023	Landscaping- Joe Thomas park	250.00	10/06/2023	10-90-88880	
1853Sept2023	Landscaping- Police station	1,775.00	10/06/2023	10-90-86000	
1853Sept2023	Landscaping- Leyden news agency	125.00	10/06/2023	10-90-86000	
1853Sept2023	Landscaping- Village hall	250.00	10/06/2023	10-90-86000	
1853Sept2023	Landscaping- Miller Park	275.00	10/06/2023	10-90-86000	
2430Sept2023	Landscaping- Extra cut on Grand Ave pond	600.00	10/06/2023	10-90-86000	
2442Sept2023	Landscaping- Belmont & Melrose	750.00	10/06/2023	10-90-86000	
2442Sept2023	Landscaping- Houston & James	1,075.00	10/06/2023	10-90-86000	
2442Sept2023	Landscaping- Grand Ave (Scott)	1,175.00	10/06/2023	10-90-86000	
2442Sept2023	Landscaping- Grand Ave (SW-NW)	1,975.00	10/06/2023	10-90-86000	
2442Sept2023	Landscaping- Nevada retention pond	850.00	10/06/2023	10-90-86000	
2442Sept2023	Landscaping- 9280-9300 Belmont	675.00	10/06/2023	10-90-86000	
2442Sept2023	Landscaping- Franklin and Martens	780.00	10/06/2023	10-90-86000	
2442Sept2023	Landscaping- Fullerton and Oak	1,200.00	10/06/2023	10-90-86000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2442Sept2023	Landscaping- American Legion and Ruby	775.00	10/06/2023	10-90-86000	
	Check Total:	36,975.00			
Vendor: 1254	JS PRINTING			Check Sequence: 54	ACH Enabled: False
V0816	Court case stickers	295.00	10/06/2023	10-20-60331	
	Check Total:	295.00			
Vendor: 4545	KCS COMPUTER TECHNOLOGY			Check Sequence: 55	ACH Enabled: False
17570	Consulting services for Aug	422.50	10/06/2023	10-02-51150	
17570	Proofpoint spam filter software for Aug	618.93	10/06/2023	10-02-54200	
17570	GFI AV server & workstation monitoring for Aug	1,331.96	10/06/2023	10-02-54200	
17570	Max online back of servers for Solarwind for Aug	500.00	10/06/2023	10-02-55040	
17570	Office 365 for Aug	2,073.00	10/06/2023	10-02-55040	
17570	SentinelOne server security for Aug	368.00	10/06/2023	10-02-54200	
17570	Veem backup replication for Aug	135.00	10/06/2023	10-02-55040	
17570	Ironscales for Aug	676.00	10/06/2023	10-02-54200	
	Check Total:	6,125.39			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 56	ACH Enabled: False
4760	Sawcutting, removal of reinforced section of street	3,455.00	10/06/2023	34-01-62860	
4762	Sawcutting, removal of existing paver brick, new metal cleanout	4,000.00	10/06/2023	34-01-62860	
4768	Sawcutting, removal, replacement of reinforced curb w drain	4,700.00	10/06/2023	34-02-63070	
4769	Sawcutting, removal of reinforced street drain w curb	3,240.00	10/06/2023	34-02-63070	
4770	Sawcutting, removal, replacement of reinforced street opening	5,220.00	10/06/2023	34-02-63070	
4772	Sawcutting, removal, replacement of reinforced street opening	2,500.00	10/06/2023	34-01-62860	
4773	Sawcutting, removal, replacement of reinforced curb w drain	4,340.00	10/06/2023	34-02-63070	
4775	Sawcutting, removal, replacement valve manhole & sec of street	3,530.00	10/06/2023	34-01-62860	
4776	Sawcutting, removal of reinforced street drain w curb	3,355.00	10/06/2023	34-02-63070	
4778	Sawcutting, removal of reinforced street opening	2,600.00	10/06/2023	34-01-62860	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	36,940.00			
Vendor: 4408	KUUSAKOSKI US LLC			Check Sequence: 57	ACH Enabled: False
A-11467	Electronic recycling	974.00	10/06/2023	09-01-64000	
A-11489	Electronic recycling	789.18	10/06/2023	09-01-64000	
	Check Total:	1,763.18			
Vendor: 3922	LARRY ROESCH CHRYSLER JEEP DODGE I			Check Sequence: 58	ACH Enabled: False
362439	Steel full size spare rims for Jeeps (2 @ $268)	536.00	10/06/2023	10-20-50300	
	Check Total:	536.00			
Vendor: 3401	LEYDEN LAWN SPRINKLERS, INC.			Check Sequence: 59	ACH Enabled: False
082523	Did repairs to system due to new sidewalks & curbs-10241 McNerne	977.60	10/06/2023	10-90-62600	
	Check Total:	977.60			
Vendor: 0947	MAREN RONAN, LTD			Check Sequence: 60	ACH Enabled: False
08012023	Lobbyist services, Aug2023	6,000.00	10/06/2023	10-12-67560	
09012023	Lobbyist services, Sept2023	6,000.00	10/06/2023	10-12-67560	
	Check Total:	12,000.00			
Vendor: 1062	ROBERT MATT			Check Sequence: 61	ACH Enabled: False
091423	Refund for citation issued	41.40	10/06/2023	10-20-60331	
	Check Total:	41.40			
Vendor: 2431	McCANN INDUSTRIES INC.			Check Sequence: 62	ACH Enabled: False
P92768	Clear guard sealer 5 gallon pails	1,575.00	10/06/2023	10-90-62600	
	Check Total:	1,575.00			
Vendor: 0131	MENARDS MELROSE PARK			Check Sequence: 63	ACH Enabled: False
47113	Tubing, clamps, couplings, tee plastic	23.37	10/06/2023	34-01-62590	
	Check Total:	23.37			
Vendor: 5537	METRO TANK AND PUMP CO			Check Sequence: 64	ACH Enabled: False
19316	Inspection and maint of fuel station	300.00	10/06/2023	08-01-53000	
19316	Fuel surcharge	50.00	10/06/2023	08-01-53000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
19316	Truck charge and PPE	16.00	10/06/2023	08-01-53000	
	Check Total:	366.00			
Vendor: 2106	MUNICIPAL MANAGEMENT SERVICES, IN			Check Sequence: 65	ACH Enabled: False
23-363145	October 2023 services	17,334.34	10/06/2023	10-20-60400	
	Check Total:	17,334.34			
Vendor: 0736	MYS, INC			Check Sequence: 66	ACH Enabled: False
472.21.1	Pay request 1 for Belmont Ave reconstruction & Widening west	41,570.22	10/06/2023	65-10-84200	
	Check Total:	41,570.22			
Vendor: 4521	NICOR			Check Sequence: 67	ACH Enabled: False
83226800007Aug2	10920 King 83226800007 7/31-8/29/2023	50.74	10/06/2023	34-01-62940	
	Check Total:	50.74			
Vendor: 2107	NORCOMM PUBLIC SAFETY COMM., INC.			Check Sequence: 68	ACH Enabled: False
23-363154	Emergency dispatch services, Oct 2023	66,780.69	10/06/2023	10-14-40220	
	Check Total:	66,780.69			
Vendor: 2202	NORTHEASTERN IL. PUBLIC			Check Sequence: 69	ACH Enabled: False
60501252	Basic operations FF Academy Fall Session	4,795.00	10/06/2023	10-30-52001	
	Check Total:	4,795.00			
Vendor: 1903	O'BRIEN, GEORGE			Check Sequence: 70	ACH Enabled: False
092523	Reimb for renewal of CDL	60.00	10/06/2023	10-90-52000	
	Check Total:	60.00			
Vendor: 1653	ON TIME EMBROIDERY INC			Check Sequence: 71	ACH Enabled: False
114727	Uniforms	195.00	10/06/2023	10-30-40806	
114806	Uniforms	236.00	10/06/2023	10-30-40806	
114841	Uniforms	163.00	10/06/2023	10-30-40806	
115937	Uniforms	845.00	10/06/2023	10-30-40806	
	Check Total:	1,439.00			
Vendor: 8299	PAGCO INC			Check Sequence: 72	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
55820S	Pipe sealant w Teflon stick, marking paints	652.80	10/06/2023	10-90-62600	
55821S	Hydraulic oil gallons	2,657.02	10/06/2023	10-90-50200	
	Check Total:	3,309.82			
Vendor: 0141	PARAMEDIC SERVICES OF ILLINOIS, INC.			Check Sequence: 73	ACH Enabled: False
8	Ambulance billing fee Aug2023	1,342.62	10/06/2023	10-30-62140	
	Check Total:	1,342.62			
Vendor: 1061	PAYMENT RESOLUTION SERVICES			Check Sequence: 74	ACH Enabled: False
C11424666	Overpymt of ambulance bill claim #C11424666	1,713.05	10/06/2023	10-30-62176	
C11432982	Overpymt of ambulance bill claim #C11432982	776.68	10/06/2023	10-30-62176	
	Check Total:	2,489.73			
Vendor: 4960	PORTER LEE CORPORATION			Check Sequence: 75	ACH Enabled: False
29066	Annual software BEAST 10/23-09/24	1,015.00	10/06/2023	10-20-60630	
	Check Total:	1,015.00			
Vendor: 0614	QUICKET SOLUTIONS			Check Sequence: 76	ACH Enabled: False
0001260	Samsung Galaxy tablet with data plan	1,920.00	10/06/2023	10-20-60330	
	Check Total:	1,920.00			
Vendor: 4552	REPUBLIC SERVICES #551			Check Sequence: 77	ACH Enabled: False
0551-015757753	Scavenger services, Sept 2023	140,013.71	10/06/2023	09-01-64010	
	Check Total:	140,013.71			
Vendor: 1383	ROTARY CLUB OF CHICAGO - O'HARE			Check Sequence: 78	ACH Enabled: False
1582	Member dues- Apr-June 2023	280.00	10/06/2023	10-12-52100	
1610	Member dues- Jan-Mar 2023	280.00	10/06/2023	10-12-52100	
	Check Total:	560.00			
Vendor: 2117	ROZALADO & CO			Check Sequence: 79	ACH Enabled: False
31280	PD Janitorial services 8/21-9/3/23	1,631.33	10/06/2023	10-20-52600	
31280	Village hall and Public works Janitorial services 8/21-9/3/23	1,381.80	10/06/2023	10-13-52600	
	Check Total:	3,013.13			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1350	SCHROEDER ASPHALT SERVICES INC			Check Sequence: 80	ACH Enabled: False
355.19.2	Construction at 9545 Belmont Ave-8/5-9/22/2023	232,565.84	10/06/2023	41-01-81000	
	Check Total:	232,565.84			
Vendor: 1899	SERVICE SANITATION, INC.			Check Sequence: 81	ACH Enabled: False
8703337	Portable restrooms	187.60	10/06/2023	10-90-62600	
	Check Total:	187.60			
Vendor: 4188	SHRED FIRST INC			Check Sequence: 82	ACH Enabled: False
132947	Shred event 17 cans 9/16/2023	900.00	10/06/2023	10-01-51880	
	Check Total:	900.00			
Vendor: 3336	SMITH LASALLE			Check Sequence: 83	ACH Enabled: False
354.19.11	9621 Pacific Ave building demo 8/28-9/24/2023	1,930.00	10/06/2023	10-90-82800	
355.19.25	9545 Belmont site improvements 8/28-9/24/2023	9,670.00	10/06/2023	41-01-82800	
375.20.16	Martens sanitary sewer 8/28-9/24/2023	2,180.00	10/06/2023	34-02-89103	
469.21.26	10500 Grand Ave redevelopment 8/28-9/24/2023	645.00	10/06/2023	43-01-57000	
472.21.32	Franklin Ave STP phase III 8/28-9/24/2023	22,850.00	10/06/2023	65-10-82820	
573.22.14	King st improvements 8/28-9/24/2023	1,200.00	10/06/2023	65-20-82800	
586.22.8	Schiller Blvd Phase I 8/28-9/24/2023	10,829.00	10/06/2023	65-10-86000	
618.23.5	Village engineering / PW mgmt services 8/28-9/24/2023	10,962.50	10/06/2023	10-90-82800	
618.23.5	Village engineering / PW mgmt services 8/28-9/24/2023	21,925.00	10/06/2023	34-01-82800	
618.23.5	Village engineering / PW mgmt services 8/28-9/24/2023	21,925.00	10/06/2023	34-02-82800	
619.23.5	Utilities GIS services 8/28-9/24/2023	2,752.50	10/06/2023	34-01-62870	
619.23.5	Utilities GIS services 8/28-9/24/2023	2,752.50	10/06/2023	34-02-62870	
620.23.5	2023 50/50 sidewalk 8/28-9/24/2023	480.00	10/06/2023	34-01-69050	
621.23.5	Lead services replacement 8/28-9/24/2023	1,625.00	10/06/2023	34-01-82800	
622.23.5	2023 Sewer lining program 8/28-9/24/2023	4,960.00	10/06/2023	34-02-83190	
	Check Total:	116,686.50			
Vendor: 2118	SPACECO INC			Check Sequence: 84	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
94299	Professional services for FP Crown Ave 7/30-9/2/2023	140.00	10/06/2023	12-01-57000	
	Check Total:	140.00			
Vendor: 3795	STANDARD EQUIPMENT COMPANY			Check Sequence: 85	ACH Enabled: False
P44975	Tymcos, SB wires	1,206.56	10/06/2023	08-01-50090	
P45432	Hyd oils HV68	460.35	10/06/2023	08-01-50009	
W11049	Service invoice on Elgin Pelican sweeper	21,351.37	10/06/2023	08-01-50090	
	Check Total:	23,018.28			
Vendor: 0330	SUBSURFACE SOLUTIONS			Check Sequence: 86	ACH Enabled: False
22746	Radiodetection Receiver and Transmitter-New locator	9,587.74	10/06/2023	34-01-82840	
	Check Total:	9,587.74			
Vendor: 0183	SUBURBAN WELDING & STEEL, LLC			Check Sequence: 87	ACH Enabled: False
89939	To repair weld and test of right side hydraulic cylinder	315.00	10/06/2023	08-01-50090	
	Check Total:	315.00			
Vendor: 2695	REBECCA SZALAKIEWICZ			Check Sequence: 88	ACH Enabled: False
0925	Refund for citation issued	40.00	10/06/2023	10-20-60331	
	Check Total:	40.00			
Vendor: 2339	PEDRO TAMISIN			Check Sequence: 89	ACH Enabled: False
09192023	Repair 4" sewer install	8,164.38	10/06/2023	34-02-63070	
	Check Total:	8,164.38			
Vendor: 3849	THE BUSINESS PRESS			Check Sequence: 90	ACH Enabled: False
48171	Receipts	324.00	10/06/2023	10-20-50400	
	Check Total:	324.00			
Vendor: 5423	THIRD MILLENNIUM			Check Sequence: 91	ACH Enabled: False
30435	Vehicle sticker software annual maint fee	1,414.71	10/06/2023	10-90-62325	
30439	Utility bill rendering for Sept2023	2,564.56	10/06/2023	34-01-62857	
	Check Total:	3,979.27			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 2079	TRAFFIC CONTROL & PROTECTION, INC.			Check Sequence: 92	ACH Enabled: False
116080	Post Anchors (qty 25)	1,607.50	10/06/2023	10-90-62610	
116130	Pedestrain signs (qty 10)	2,684.50	10/06/2023	10-90-62610	
116254	Folding stop signs (qty 48)	4,214.40	10/06/2023	10-90-62610	
116255	Anchors (qty 25)	480.00	10/06/2023	10-90-62610	
	Check Total:	8,986.40			
Vendor: 3149	USA BLUEBOOK			Check Sequence: 93	ACH Enabled: False
INV00136546	Boots	1,185.73	10/06/2023	34-01-60600	
SCN002569	Credit	-139.80	10/06/2023	34-01-60600	
	Check Total:	1,045.93			
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 94	ACH Enabled: False
9944165445	Data charges for mobile jetpacks- Aug #842001631-00001	83.01	10/06/2023	10-02-51200	
	Check Total:	83.01			
Vendor: 0351	WAREHOUSE DIRECT			Check Sequence: 95	ACH Enabled: False
IN504704	Copier page counts for all copiers for Sept	547.77	10/06/2023	10-02-80001	
	Check Total:	547.77			
Vendor: UB*00663	YESENIA TABOADA			Check Sequence: 96	ACH Enabled: False
	Refund Check 066901-000, 2530 ROSE	390.00	09/25/2023	34-00-20100	
	Refund Check 066901-000, 2530 ROSE	210.00	09/25/2023	34-00-20100	
	Check Total:	600.00			
Vendor: 0209	ZIEBELL WATER SERVICE PRODUCTS			Check Sequence: 97	ACH Enabled: False
262889-000	SS repair sleeves	6,546.32	10/06/2023	34-01-62860	
262932-000	PVC sewer pipes, couplings	4,784.49	10/06/2023	34-02-63070	
	Check Total:	11,330.81			
Vendor: 8239	ZIPS PRODUCTIONS			Check Sequence: 98	ACH Enabled: False
PS-INV10379	Car washes- Fire- Aug2023	3.00	10/06/2023	10-30-50100	
PS-INV10379	Car washes- Building- Aug2023	18.00	10/06/2023	10-13-50100	
PS-INV10379	Car washes- Police- Aug2023	48.00	10/06/2023	10-13-50100	
	Check Total:	69.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	1,090,559.27			
	Total of Number of Checks:	98			

Accounts Payable

Manual Check Proof List

User: cperez
Printed: 09/26/2023 - 8:50PM
Batch: 00422.09.2023

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 0298	Lisa Manzo						
				333621	09/22/2023		
092223	434.50	09/22/2023	Per Diem for Accela Conference 2023			10-13-52000	
Total for Check	434.50						
Total for 0298	434.50						
Total Checks:	434.50						

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2324-R-____

A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2023-2024 SNOW REMOVAL PROGRAM FOR ELDERLY AND DISABLED RESIDENTS

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 10/02/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

RESOLUTION NUMBER 2324-R-____

A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2023-2024 SNOW REMOVAL PROGRAM FOR ELDERLY AND DISABLED RESIDENTS

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

WHEREAS, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that a significant public interest is served by establishing a program to provide snow removal services to residents that are elderly, disabled or stricken with a severe health condition and have no one else within their household to perform such task (the "*Program*"); and

WHEREAS, it is the desire of the Corporate Authorities to implement the Program, promulgate general guidelines, and establish certain procedures for the fair and effective implementation of the Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

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

Section 2. The Corporate Authorities hereby authorize the Program and approve the criteria enumerated in Exhibit A to create and implement the Program, with such necessary changes as authorized by the Village President or Director of Human Resources and Operations to effectively operate the Program.

Section 3. The Director of Human Resources and Operations is further authorized to obtain proposals and prepare such necessary agreements to contract for snow removal, in accordance with the Program criteria herein contemplated, and present same to the Board of Trustees for final approval.

Section 4. The officers, officials and employees of the Village are hereby authorized and directed to take any and all such action as is required to enact the Program and carry out its intent and purpose.

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

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

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

(Intentionally Left Blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of October 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of October 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Program Guidelines

VILLAGE OF FRANKLIN PARK
2023-2024 SNOW REMOVAL PROGRAM APPLICATION

Name: _____

Street Address: _____

Phone: _____

Reason for Application (please check all that apply)

_____I am 65 years of age or older and have no household member able to shovel my snow and make less than $65,000.00 per year; or

_____I am under age 65, disabled and have no other household member able to shovel my snow and make less than $65,000.00 per year; and

_____I have enclosed a note from my doctor confirming my disability or health condition; or (Also, for any person living in my household)

_____Note from doctor already on file from previous program year.

Please list ALL household member(s) and their birthdays – <u>include yourself.</u>

Household Member Name	Birth Date
_____	_____
_____	_____

My driveway is (please check one)

_____Cement _____Gravel _____Asphalt _____Grass between drive paths

List any specific hazard or condition on the property (i.e., awning, fence, sprinkler system, boulder)

_____

_____

Service Requested (Note: Due to labor shortage the below Service can only be provided):

Snowplow/ snow blow driveway ($30.00 per removal)

I hereby agree to release and hold the Village, its officers, officials, employees, attorneys, and contractors harmless for any damage to my property or other liability which may arise directly or indirectly from my participation in the Village's snow removal program. I hereby further agree to release, hold harmless and indemnify the Village, its officers, officials, employees, attorneys, and contractors for any and all injuries or liabilities sustained by me or any others on my property caused, directly or indirectly, by the removal or non-removal of any snow or ice from my property.

Signature_____ **Date**_____

VILLAGE OF FRANKLIN PARK
2023-2024 SNOW REMOVAL PROGRAM GUIDELINES

QUALIFICATIONS:

1. Resident(s) must be 65 years or older or disabled, handicapped and/or have a severe health problem and there is no one else in the household that can shovel the snow.

2. Each household resident must obtain a medical verification note from their physician stating that they are unable to shovel the snow. This will stay on file at the Village Hall.

3. Each household, regardless of age, disability, handicap, or medical condition of any individual resident in the same household, must demonstrate a combined income of $65,000.00 or less to participate in the Program. Every qualifying household must provide proof of income documentation, as determined acceptable by the Village.

GUIDELINES AND TERMS:

An application must be completed and signed on an annual basis, to enroll in the program. The application is to be mailed or brought to the Franklin Park Village Hall, 9500 Belmont Avenue, Franklin Park, Illinois 60131, Attn: Director of Human Resources and Operations.

1. The Village will review the application and accompanying documentation and determine if the applicant qualifies for the program. If the applicant qualifies for the Program, the application will be forwarded to the Streets Division of the Utility Department. The Streets Division may complete a pre-inspection of your property.

2. The following service is done by an independent contractor hired by the Village. The resident shall pay the Village the following amount listed for the below service (with the remainder of the cost being paid by the Village):

- Snowplow/ snow blow driveway after 2 inches or more of snow has fallen for $30.00 per removal.

The Village shall, in its sole discretion, determine when 2 inches or more has fallen. Snow removal will not begin until a snow event is completed unless snowfall is excessive. The Village will determine when a contractor is to start.

The above amount may be changed without further notice. The snow removal program does not include the spreading of salt or other snow/ice melting chemical.

3. A monthly bill will be sent from the Village. (Note: if snow is removed more than once during the same snowfall because it is excessive, the resident will be charged for each removal.)

4. A participant may withdraw from the Program by providing the Village with a written notice. Such notice shall include a specific withdrawal date, which shall not be less than seven (7) days from the date the notice is received by the Village. The participant must pay the Village for any services rendered prior to withdrawal date.

5. The Village may terminate, suspend, or close the enrollment period for the Program at anytime.

6. The Village may limit the number of participants in the Program. In such case, space in the Program will be filled on a first come, first serve basis.

7. As part of the Program, the Village, at any time may require a participant to complete and sign additional forms.

8. The Village requires every participant to call the Village promptly after each snow removal, in the event of any service dispute. This will attempt to address any discrepancies between the participant and contractor for billing purposes. (See enclosed paper).

9. As a participant in the Program, the Village requests that only the contractor is to remove snow. This will eliminate any confusion for billing purposes. Failure to comply may be cause for removal from the Program.

10. Each participant must agree to release and hold the Village and its contractor's harmless from any damage to property or injury to every participant or any other person on the property caused directly or indirectly by the removal or non-removal of any snow or ice from the property.

I have read the guidelines and terms and understand and agree to the guidelines and terms of the Program.

_____ _____
(NAME) (DATE)

_____
(SIGNATURE)

_____
(ADDRESS)

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-VC- __

AN ORDINANCE AMENDING ARTICLE F OF CHAPTER SIX OF TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS IMPOSING TRAFFIC AND PARKING PENALTIES IN THE FRANKLIN AVENUE PARKING DISTRICT

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 10/02/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-VC- __

AN ORDINANCE AMENDING ARTICLE F OF CHAPTER SIX OF TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS IMPOSING TRAFFIC AND PARKING PENALTIES IN THE FRANKLIN AVENUE PARKING DISTRICT

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

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") are charged with the responsibility of protecting the health, safety, and welfare of the residents of the Village; and

WHEREAS, the Corporate Authorities may from time to time amend the text of the Village Code of Franklin Park when it is determined to be in the best interests of the residents of the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the residents of the Village to provide for the regulations specified herein to promote the health, safety, and welfare of the residents of the Village and the general public.

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

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

Section 2. Section 6-6F-4 ("*Parking Districts Designated*") of Article F ("*Parking Restrictions*") of Chapter 6 ("*Traffic Schedules*") of Title 6 ("*Motor Vehicles and Traffic*") of the Village Code of Franklin Park is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

6-6F-4. Parking districts designated.

(a) *Established generally.* There are hereby established, as provided in this section, designated parking districts within the village.

(b) *Franklin avenue parking district.* The Franklin Avenue parking district is hereby established and designated to include the area situated on the north side of Franklin Avenue from the east side of Elder Lane through to the west side of Ruby Street, east of Ruby Street, west of Edgington Street, north of the alley situated immediately south of Franklin Avenue and parallel to Franklin Avenue, including that portion north of Minneapolis Avenue between Gustav Street and Rose Street and south of the alley immediately north of and parallel to Franklin Avenue. The district includes the village parking lot of 9656 Franklin Avenue and includes the boundary streets named above. The following parking regulations shall be in force within the Franklin Avenue parking district as indicated:

(1) *Time limit.* Between the hours of five o'clock (5:00) A.M. to seven o'clock (7:00) P.M., it shall be unlawful to permit any vehicle to stand or remain parked upon village owned property and the public right-of-way anywhere within the district for longer than two (2) hours. Notwithstanding, a person may permit an otherwise lawfully parked vehicle to remain parked upon Franklin Avenue between Edgington Street and Rose Street for a period not longer than three (3) hours. Movement of a vehicle from one parking place to another within the district shall not operate to extend the time limit for parking within the district.

(2) *Overnight parking.* It shall be unlawful to permit any vehicle to stand or remain parked on the public right-of-way, except as to the village parking lot at 9656 Franklin Avenue, anywhere within the district between the hours of three o'clock (3:00) A.M. and five o'clock (5:00) A.M.

(3) *Specific regulations for the 9656 Franklin Avenue parking facility.* The following additional restrictions regarding parking in the Franklin Avenue parking district shall specifically apply to the village's parking lot at 9656 Franklin Avenue:

a. All motor vehicle traffic within the 9656 Franklin Avenue parking facility shall proceed one way northbound, allowing for entrance to the parking facility from Franklin Avenue and exit from the parking facility onto the alley located north of and parallel to Franklin Avenue.

b. All motor vehicle traffic shall come to a complete stop for traffic operating upon the alley located north of and parallel to Franklin Avenue.

(3.1) *Turning regulations.* In addition to the turning restrictions stated elsewhere in this code, it shall be unlawful for any person to operate a vehicle so as to perform any of the following turning maneuvers on Franklin Avenue between Ruby Street and Edgington Street:

a. A U-turn so as to change direction of the vehicle to proceed in an opposite direction, or substantially opposite, from the direction that it was originally traveling within the right-of-way.

b. A left turn into a parking space across an opposite direction lane for traffic.

(4) *Handicapped parking.* It shall be unlawful to permit any vehicle to stand or remain parked within an area designated for handicapped parking within the district, except where such vehicle is properly identified upon its license or by a governmental permit as being operated by a handicapped individual. Areas designated for handicapped parking are as follows:

a. On the west side of Calwagner Street at the northwest corner of the intersection of Calwagner Street and Franklin Avenue.

b. On the east side of Calwagner Street at the southeast corner of the intersection of Calwagner Street and Franklin Avenue.

c. On the east side of Gustav Street at the southeast corner of the intersection of Gustav Street and Franklin Avenue.

d. On the south side of Franklin Avenue at the southwest corner of the intersection of Franklin Avenue and Gustav Street.

e. At the southernmost parking space within the village parking lot at 9656 Franklin Avenue.

f. A single handicapped parking space in front of the U.S. Post Office

at 9760 Franklin Avenue.

g. On the south side of Franklin Avenue at the southwest corner of the intersection of Franklin Avenue and Atlantic Street.

h. On the south side of Franklin Avenue immediately west of the northerly extended west right-of-way line of Pearl Street three (3) parking spaces upon which designation be made that overnight parking is permitted, notwithstanding the provisions of subsection (b)(2) of this section.

(5) *Application of other ordinances.* Any ordinance or portion of an ordinance that imposes greater restrictions and limitations than provided in this section shall remain in full force and effect and shall supersede enforcement of the conflicting provisions of this section in each particular instance where the conflict arises.

(6) *Penalties.* Any violation of the provisions of this section or of any other section applicable to the parking regulations for the Franklin Avenue parking district shall be fined in the amount of ~~thirty~~ fifty dollars (~~$30~~50.00) for each such offense~~, except that any person paying such fine for a violation upon the issuance of a first notice and prior to the issuance of a second notice may be deemed to have satisfied such thirty dollar ($30.00) fine with the payment of the amount of ten dollars ($10.00). Any person paying a fine for the parking violation after the issuance of a second notice, but prior to the issuance of a court notice, may be deemed to have satisfied the fine with the payment of twenty dollars ($20.00). However, upon the issuance of a court notice, no amount shall be accepted in satisfaction of the fine for the violation less than the thirty dollar ($30.00) fine stipulated herein.~~ Nothing herein stated shall reduce the amount of the applicable fine for violation of the provisions relative to handicapped parking as such fine is established by state statute or otherwise within this code. A separate violation shall be deemed to have occurred for every two (2) hour period that the violation remains.

Section 3. That the Corporate Authorities find and declare that the regulations and requirements herein established are to protect and ensure the health, safety, and welfare of the residents of the Village.

Section 4. This Ordinance, and its parts, are declared to be severable and any section, paragraph, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(*Intentionally Left Blank*)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of October 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL SERVICES BY AND BETWEEN TRI-STATES LAND SERVICES, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 10/02/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL SERVICES BY AND BETWEEN TRI-STATES LAND SERVICES, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

WHEREAS, Tri-States Land Services, Inc. (the "*Tri-States Land Services*") is located at 11605 Harry J. Rogowski Drive, Merrionette Park, Illinois, and is in the business of providing snow removal services; and

WHEREAS, the Village requires such services as part of its 2023-2024 Snow Removal Program for Elderly and Disabled Residents (the "*Program*"); and

WHEREAS, Tri-States Land Services and the Village desire to enter into a certain agreement pursuant to which Tri-States Land Services will provide snow removal service to the Program.

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

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

Section 2. The Agreement to Contract for Snow Removal Services by and between the Village of Franklin Park, Cook County, Illinois and Tri-States Land Services, Inc. (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby

approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of October 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Tri-States Land Services, Inc., located at 11605 Harry J. Rogowski Drive, Merrionette Park, Illinois 60803 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing snow removal services; and

C. The Village requires snow removal services as part of its 2023-2024 Snow Removal Program for Elderly and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive snow removal services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Contractor shall undertake and perform for each participant in the Program the

following, all as part of the Services: remove snow from driveway [street to end of driveway or garage].

B. The Services shall be provided upon the accumulation of two (2) or more inches of snow in the Village. The Services shall be provided upon direction of the Village and shall be provided within twelve (12) hours of the Village's direction to the Contractor to provide the Services. In the event of a severe snow event with accumulation of ten (10) or more inches of snow the Contractor shall be required to provide the Services within twenty-four (24) hours of the Village's direction to the Contractor to provide the Services.

C. The Contractor shall not apply rock salt or other chemical de-icers to any property to which the Services are provided. The Contractor will not be required to complete a driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services to each Participant the amount of Sixty and no/100 Dollars ($60.00); provided that the Contractor shall submit a written, detailed invoice to the Village stating the Services provided after each qualifying snowfall, the name of the participant, the address at which the Services was provided, and the date such Services was provided within thirty (30) days of performing the Services.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the result of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect, or accrue any other form of compensation for the Services for any other services, cost, fee, or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under-insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties, and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives, and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after thirty (30) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records, or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define, or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus, and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board, or any other administrative agency pending, threatened, or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power, and authority to enter into, execute, deliver, and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation, or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver, or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon

delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Lisa Anthony

If to Contractor: Tri-States Land Services, Inc.
11605 Harry J. Rogowski Drive
Merrionette Park, Illinois 60803
Attn: Brandon McBride

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 et seq., with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2024.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

EXECUTED this _____ day of _____ 2023.

Village of Franklin Park, Cook County, Illinois, a municipal corporation

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this _____ day of _____ 2023.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL SERVICES BY AND BETWEEN BIG JIM INC. AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 10/02/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL SERVICES BY AND BETWEEN BIG JIM INC. AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

WHEREAS, Big Jim Inc. located at 4740 N. Winthrop Avenue, Apt. 316, Chicago, Illinois 60640, is in the business of providing snow removal services; and

WHEREAS, the Village requires such services as part of its 2023-2024 Snow Removal Program for Elderly and Disabled Residents (the "*Program*"); and

WHEREAS, Big Jim Inc. and the Village desire to enter into a certain agreement pursuant to which Big Jim Inc. will provide snow removal service to the Program.

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

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

Section 2. The Agreement to Contract for Snow Removal Services by and between the Village of Franklin Park, Cook County, Illinois and Big Jim Inc. (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all

changes or revisions therein contained.

Section 3. The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of October 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Big Jim Inc., located at 4740 N. Winthrop Avenue, Apt. 316, Chicago, Illinois 60640 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing snow removal services; and

C. The Village requires snow removal services as part of its 2023-2024 Snow Removal Program for Elderly and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive snow removal services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. <u>SCOPE OF SERVICES</u>

A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Contractor shall undertake and perform for each participant in the Program the

following, all as part of the Services: remove snow from driveway [street to end of driveway or garage].

B. The Services shall be provided upon the accumulation of two (2) or more inches of snow in the Village. The Services shall be provided upon direction of the Village and shall be provided within twelve (12) hours of the Village's direction to the Contractor to provide the Services. In the event of a severe snow event with accumulation of ten (10) or more inches of snow the Contractor shall be required to provide the Services within twenty-four (24) hours of the Village's direction to the Contractor to provide the Services.

C. The Contractor shall not apply rock salt or other chemical de-icers to any property to which the Services are provided. The Contractor will not be required to complete a driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services to each Participant the amount of Sixty and no/100 Dollars ($60.00); provided that the Contractor shall submit a written, detailed invoice to the Village stating the Services provided after each qualifying snowfall, the name of the participant, the address at which the Services was provided, and the date such Services was provided within thirty (30) days of performing the Services.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the result of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect, or accrue any other form of compensation for the Services for any other services, cost, fee, or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars ($1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under-insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties, and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives, and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after thirty (30) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records, or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define, or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus, and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board, or any other administrative agency pending, threatened, or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power, and authority to enter into, execute, deliver, and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation, or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver, or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon

delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Lisa Anthony

If to Contractor: Big Jim Inc.
4740 N. Winthrop Avenue
Apt. 316
Chicago, Illinois 60640
Attn: James Bartolini

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 et seq., with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2024.

(*Intentionally Left Blank*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

EXECUTED this _____ day of _____ 2023.

Village of Franklin Park, Cook County, Illinois, a municipal corporation

By: _____
Village President

Attest:

_____
Village Clerk

EXECUTED this _____ day of _____ 2023.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G-__

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF COOK DEPARTMENT OF TRANSPORTATION AND HIGHWAYS AS PART OF THE 2023 INVEST IN COOK PROGRAM FOR INTERSECTION IMPROVEMENTS AT WOLF ROAD, FRONTAGE ROAD AND ADDISON AVENUE

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 10/02/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G _____

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF COOK DEPARTMENT OF TRANSPORTATION AND HIGHWAYS AS PART OF THE 2023 INVEST IN COOK PROGRAM FOR INTERSECTION IMPROVEMENTS AT WOLF ROAD, FRONTAGE ROAD AND ADDISON AVENUE

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

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contract to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the "*Act*") authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, or undertakings; and

WHEREAS, it is the desire of the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") to enter into an Intergovernmental Agreement by and between the County of Cook acting by and through its Department of Transportation and Highways and the Village of Franklin Park (the *"Intergovernmental Agreement"*).

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

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

Section 2. The Intergovernmental Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in the form presented to this Village Board, with such necessary changes as may be authorized by the Village Engineer, the execution thereof by the Village President to constitute the approval of the Board of Trustees of the Village of any and all changes or revisions therein contained.

Section 3. The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Intergovernmental Agreement and any and all other document necessary to implement the provisions, terms, and conditions thereof, as therein described.

Section 4. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Intergovernmental Agreement.

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

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of October 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Intergovernmental Agreement

AN INITIATIVE OF: CONNECTING COOK COUNTY Beyond Transportation

INTERGOVERNMENTAL AGREEMENT

This **Intergovernmental Agreement** (the "Agreement") is made and entered into this _____ day of _____, 2023, by and between the County of Cook, a body politic and corporate of the State of Illinois (the "County"), acting by and through its Department of Transportation and Highways (the "Department"), and the Village of Franklin Park, a municipal corporation of the State of Illinois (the "Grantee" or "Village"). The County and Village are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation;

WHEREAS, on August 3, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the County's first long-range transportation plan in 75 years;

WHEREAS, *Connecting Cook County* identifies five priorities to shape the County's transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region's role as North America's freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today's investments do not preclude future innovation and growth; and
- Increase investments in transportation to maintain the region's economic competitiveness;

WHEREAS, Invest in Cook is an annual $8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*;

WHEREAS, since its creation, the Invest in Cook program has leveraged over $150.7 million in additional federal, state and local funds;

WHEREAS, on July 20, 2023, the County informed the Village that it had been selected for participation in the 2023 Invest in Cook Program;

WHEREAS, the County has agreed to award the Village up to $125,000 toward preliminary engineering costs for intersection improvements at the convergence of Wolf Road, Frontage Road, and Addison Avenue (the "Project");

WHEREAS, the Project will explore widening and signalizing the intersection to increase capacity and better accommodate truck turning movements, realigning the east and west Frontage Roads, relocating bus stops, and adding bicycle infrastructure enhancements;

WHEREAS, there are several key industrial and logistics companies that are located in the Village and the proposed improvements are supportive of the ongoing regional Western O'Hare Industrial Corridor Access project;

WHEREAS, this Agreement will set forth the Parties' respective responsibilities and obligations for preliminary engineering, funding and reporting of the Project;

WHEREAS, the County, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this Agreement;

WHEREAS, the Village, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this Agreement; and

WHEREAS, this Agreement is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- **SECTION 1. PRELIMINARY ENGINEERING**

  A. Notice to Proceed. The County's execution of this Agreement will be deemed a "Notice to Proceed" for the Grantee to commence work on the Project.

  B. Engineering Agreement. The Grantee will enter into an agreement with a professional engineering firm/consultant to perform preliminary engineering services for the Project. In awarding and administering the preliminary engineering agreement, the Grantee will comply with all applicable state and federal laws and regulations. The Grantee will forward a copy of the agreement to the County within 14 calendar days of execution.

  C. RFP Issuance. The County may require the Grantee to utilize a Qualifications-Based Selection (QBS) process in selecting its consultant. If fewer than three qualified consultants submit letters of interest in response to a Request for Proposal (RFP) issued by the Grantee, the County may require the Grantee to reissue the RFP.

  D. Lead Agency. The Grantee will assume overall responsibility for the Project, including ensuring that all required permits and joint participation and/or force agreements are secured.

  E. Project Location. A map showing the Project limits is incorporated into and made a part of this Agreement and attached as Exhibit A.

F. Schedule. A schedule for the Project is incorporated into and made a part of this Agreement and attached as Exhibit B.

G. Deliverables. Upon request by the County, the Grantee will provide the County with copies of all deliverables prepared by the consultant and submitted to the Grantee, including, but not limited to, any and all surveys, studies, reports, charts, maps, drawings, agreements, data, plans, specifications, estimates, plats, permits and special provisions.

H. Meetings. The Grantee and/or its consultant will coordinate and conduct any public meetings or hearings required by the Illinois Department of Transportation (IDOT) or any other state or federal agency for the Project. The Grantee will provide not less than 14 calendar days' advance written notice to the County of the Project kick-off meeting, if applicable, and any such public meetings or hearings.

I. Draft Project Development Reports. The Grantee will provide the County with electronic copies of any draft Project Development Reports prepared as part of the Project.

J. Final Project Development Report. The Grantee and/or its consultant will provide IDOT with any and all documents necessary to secure IDOT approval of the Project Development Report (PDR) for the Project. The Grantee will provide the County with one paper copy and an electronic copy of the final approved PDR.

K. County Permits. The Grantee will apply for and the County will not unreasonably withhold any and all permits for right of access (ingress or egress) and/or temporary use of the County's property within the Project limits to the Grantee and/or its agents, without charge of permit fees to the Grantee.

L. Submittals. All notices required of the Grantee under this section of the Agreement must be directed to:

Assistant Superintendent
Attn: Tara Orbon, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: InvestinCook.CC@cookcountyil.gov

- **SECTION 2. FINANCIAL**

A. Cost Estimate. Estimated preliminary engineering costs for the Project are $250,000.

B. Cost Participation

i. Grantee Cost Participation. The Grantee will pay all actual preliminary engineering costs for the Project, subject to reimbursement by the County as described below.

ii. County Cost Participation. The County will reimburse the Grantee for 50% of actual preliminary engineering costs for the Project, up to, but not to exceed $125,000. The County reserves the right to modify its percentage and/or maximum contribution towards the Project if, in the sole discretion of the County, there are material changes to the Project's scope of work.

C. Reimbursement Procedures

i. Advance Payment. Upon full execution of the preliminary engineering agreement for the Project and receipt of an invoice from the Grantee, the County will make an advance payment to the Grantee in the amount of $62,500. This amount represents 50% of the County's maximum financial contribution under this Agreement.

ii. Milestone Payment. Upon submittal of the pre-final PDR to IDOT and receipt of an invoice from the Grantee, the County will make a second payment to the Grantee in the amount of $31,250. The advance and milestone payments to the Grantee represent 75% of the County's maximum financial contribution under this Agreement.

iii. Final Payment. Upon submittal of the final PDR to IDOT and receipt of an invoice from the Grantee, the County will make a final payment to the Grantee for the balance of the County's financial obligation under this Agreement. The amount of the final payment will reflect actual preliminary engineering costs for the Project and the County's prior payments to the Grantee. If the prior payments made to the Grantee by the County exceed the County's financial obligation under this Agreement, the County may require the Grantee to return any or all excess funds.

iv. Required Documentation. In order to receive final reimbursement from the County, the Grantee must submit the following documentation along with the final invoice:

a. A cover letter addressed to the Department's Assistant Superintendent, including the name of the Project and its associated section number;

b. Copies of all cancelled checks paid to the consultant(s) (or copies of the associated bank ledgers reflecting the payments);

c. Copies of all associated invoices submitted to the Grantee by the consultant(s) for the services rendered; and

d. A copy of the final performance report as described in Section 3.D. below.

If the documentation submitted by the Grantee for final reimbursement is reasonably deemed by the County as not sufficiently documenting the work

completed, the County may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced under this Agreement.

v. Ineligible Costs. The County will not reimburse the Grantee for any costs that are:

a. Contrary to the provisions of this Agreement;

b. Not directly related to carrying out preliminary engineering services for the Project;

c. Not paid by the Grantee or its consultant(s);

d. Of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;

e. Incurred without the consent of the County after the County has given the Grantee written notice of suspension or termination of any or all of the County's obligations under this Agreement; and/or

f. In excess of the County's maximum financial contribution under this Agreement.

vi. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Assistant Superintendent
Attn: Tara Orbon, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: InvestinCook.CC@cookcountyil.gov

D. Substitutions/Substitute Work. Either Party may request in writing that work or materials be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the Project schedule, the Grantee will cause said substitute work and/or materials to be included in the Project. Each Party will pay the costs of substitutions for their associated work items.

E. Additional Work. Either Party may request in writing that additional work be added to the Project. Provided that the additional work does not unreasonably delay the Project schedule, the Grantee will cause said additional work to be included in the Project. Additional work will be paid for by force account or agreed unit price. Each Party will pay the costs of additional work for their associated work items.

F. Funding Breakdown. A funding breakdown is incorporated into and made a part of this Agreement and attached as Exhibit C.

- **SECTION 3. REPORTING**

A. Quarterly Performance Reports. The Grantee will submit quarterly performance reports to the County not later than 30 calendar days after the reporting period as determined by the County. Quarterly performance reports must include the following information:

i. A cover letter addressed to the Department's Bureau Chief of Strategic Planning and Policy, including the name of the Project and its associated section number;

ii. An estimated percentage of preliminary engineering work completed for the Project;

iii. A statement indicating whether preliminary engineering work for the Project is on, behind or ahead of schedule;

iv. A record of preliminary engineering activities and expenditures to date and for the current reporting period;

v. A forecast of quarterly preliminary engineering activities and expenditures for the remainder of the Project; and

vi. Any significant changes to the Project schedule.

B. Extensions. The Grantee may request to extend the due date of any quarterly performance reports and the County will reasonably consider any such requests.

C. Use of Reports. The County will use quarterly performance reports to compare the rate of the Grantee's actual expenditures to the planned amounts in the approved funding breakdown for the Project (Exhibit C) and to track preliminary engineering activities against the approved milestones in the Project schedule (Exhibit B).

D. Final Performance Report. The Grantee must submit a final performance report with its request for final reimbursement. The final report should describe cumulative preliminary engineering activities, including a complete description of the Grantee's achievements with respect to the Project's objectives and milestones. The County will not issue final reimbursement until the Grantee submits the final performance report.

E. Report Format. The Grantee will use whatever forms or documents are required by the County in submitting quarterly and final performance reports.

F. Failure to Report. The Grantee understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.

G. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Bureau Chief of Strategic Planning and Policy
Attn: Jesse Elam
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: InvestinCook.CC@cookcountyil.gov

- **SECTION 4. GENERAL CONDITIONS**

A. Authority to Execute. The Parties have read and reviewed the terms of this Agreement and by their signatures as affixed below represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.

B. Binding Successors. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and approved assigns.

C. Compliance with Laws, Rules and Regulations. The Parties will at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.

D. Conflicts of Interest. The Grantee understands and agrees that no director, officer, agent or employee of the Grantee may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this Agreement; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this Agreement; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing their vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract or agreement.

E. Conflict with Exhibits. In the event of a conflict between any exhibit attached hereto and the text of this Agreement, the text of this Agreement will control.

F. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will be deemed one and the same instrument.

G. County Section Number. The Project is hereby designated as County section number 23-IICFR-01-ES. The Parties will include County section number 23-IICFR-01-ES on all Project-related submittals, including, but not limited to, written correspondence and invoices.

H. Designation of Representatives. Not later than 14 calendar days after the Effective Date of this Agreement, as defined in Section 4.J. below, each Party will designate in writing a full-time representative for carrying out this Agreement. Each representative will have the authority, on behalf of the respective Party, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative will be readily available to the other.

I. Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of the performance of this Agreement, the Parties will consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the Parties cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the Department's Superintendent will be final.

J. Effective Date. The Effective Date of this Agreement will be the date that the last authorized signatory signs and dates the Agreement, which date will be inserted on the first page of this Agreement. This Agreement will become effective only in the event the corporate authorities of each Party approve this Agreement.

K. Electronic Signatures. A signed copy of this Agreement transmitted by facsimile, electronic mail or other means of electronic submission will be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

L. Entire Agreement. This Agreement constitutes the entire agreement of the Parties concerning all matters specifically covered by this Agreement and supersedes all prior written and oral agreements, commitments and understandings among the Parties. There are no representations, covenants, promises or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying upon in entering into this Agreement.

M. Force Majeure. Neither Party will be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.

N. Inactivity. The County may terminate this Agreement if the preliminary engineering agreement for the Project is not executed by the Grantee within one year after the Effective Date of this Agreement.

O. Indemnification. The Grantee will indemnify, defend and hold harmless the County and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlement or judgments, caused by the negligent acts, omissions or willful misconduct of the Grantee, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

P. Modification. This Agreement may only be modified by a written instrument executed by the Department's Superintendent and an authorized representative of the Grantee.

Q. No Individual or Personal Liability. The Parties agree that the actions taken and the representations made by each respective Party and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any Party will incur personal liability in conjunction with this Agreement.

R. No Third-Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality will be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any Party will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.

S. Notices. Unless otherwise specified, all reports, notices and other communications related to this Agreement will be in writing and will be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY:
Superintendent
Attn: Jennifer "Sis" Killen, P.E., PTOE
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: InvestinCook.CC@cookcountyil.gov

To the GRANTEE:
Village of Franklin Park
Attn: John Schneider
Director of Community Development and Zoning
9500 Belmont Avenue
Franklin Park, IL 60131
E-mail: jschneider@vofp.com and nwalny@vofp.com

T. Recitals. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.

U. Records Maintenance. The Grantee will maintain during the term of this Agreement and for a period of three years thereafter complete and adequate financial records, accounts and other records to support all Project expenditures. These records and accounts will include, but not be limited to, records providing a full description of each activity being assisted with County funds; a general ledger that supports the costs being charged to the

County; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.

V. Reviews and Audits. The Grantee will give the County access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of County funds under this Agreement to necessitate any reviews or audits.

W. Section Headings. The descriptive section and subsection headings used in this Agreement are for convenience only and do not control or affect the meaning or construction of any of the provisions thereof.

X. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such invalidity or unenforceability; all other terms hereof will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term will be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Y. Suspension; Early Termination. Subject to Section 4.M. above, if the County determines that the Grantee has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant Project milestones or objectives, or is in default under any of the provisions of this Agreement, whether due to failure or inability to perform or any other cause whatsoever, the County, after written notification to the Grantee of said non-compliance or default and failure by the Grantee to correct said violations within 60 calendar days, may:

i. Suspend or terminate this Agreement in whole or in part by written notice, and/or;

ii. Demand refund of any funds disbursed to the Grantee;

iii. Temporarily withhold payments pending correction of deficiencies by the Grantee;

iv. Disallow all or part of the cost of the activity or action not in compliance; or

v. Take other remedies legally available.

Z. Termination. Unless extended by the Department's Superintendent or their designee in writing, this Agreement terminates upon the Village's submittal of the final PDR to IDOT and final reimbursement by the County, or November 30, 2027, whichever date is earlier.

AA. Venue and Applicable Law. All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The

Parties agree that, for the purposes of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the Parties consent to the *in personam* jurisdiction of said Courts for any such action.

BB. Waiver of Default. The failure by the County or Grantee to seek redress for violation of or to insist upon strict performance of any condition or covenant of this Agreement will not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this Agreement will be deemed waived by the County or Grantee unless such provision is waived in writing.

(signature page to follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

EXECUTED BY COUNTY OF COOK:

_____
Toni Preckwinkle
President
Cook County Board of Commissioners

This _____ day of _____, _____

ATTEST: _____
County Clerk

EXECUTED BY VILLAGE OF FRANKLIN PARK:

_____
Barrett F. Pedersen
Village President

This _____ day of _____, _____

ATTEST: _____
Village Clerk

RECOMMENDED BY:

_____
Jennifer "Sis" Killen, P.E., PTOE
Superintendent
County of Cook
Department of Transportation and Highways

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

By: _____
Assistant State's Attorney

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AMENDING ORDINANCE NUMBER 2324-G-22 (AMENDING SALARY SCHEDULE ORDINANCE)

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 10/02/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AMENDING ORDINANCE NUMBER 2324-G-22 (AMENDING SALARY SCHEDULE ORDINANCE)

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

WHEREAS, on August 14, 2023, the President and Board of Trustees of the Village of Franklin Park (the *"Corporate Authorities"*) approved Ordinance Number 2324-G-22 entitled *"An Ordinance of the Village of Franklin Park, Cook County, Illinois Establishing Salary Schedules and Other Compensation"* (the *"Salary Schedule Ordinance"*); and

WHEREAS, the Corporate Authorities find it necessary to amend the Salary Schedule Ordinance in order to accurately reflect salary schedule adjustments and the reassignment of duties amongst personnel.

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

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

Section 2. The salary of the *"Planner*"* as set forth in Section 2 of the Salary Schedule Ordinance subsection entitled *"Administrative (40 hours per week – unless otherwise indicated)"* is hereby amended to read, as follows:

*"Planner** *$51,000.00"*

Section 3. The salary of the *"Senior Planners*"* as set forth in Section 2 of the Salary Schedule Ordinance subsection entitled *"Administrative (40 hours per week – unless otherwise indicated)"* is hereby amended to read, as follows:

*"Senior Planner** *$85,000.00"*

Section 4. Section 2 of the Salary Schedule Ordinance subsection entitled *"Administrative (40 hours per week – unless otherwise indicated)"* is hereby amended by adding the following language to read, as follows:

*"Deputy Director of Community Development** *$101,000.00"*

Section 5. The amendment set forth in Section 2, Section 3 and Section 4 of this Ordinance shall not take effect until October 8, 2023.

Section 6. The remaining provisions and terms as contained in the Salary Schedule Ordinance are not altered, amended, or otherwise modified by this Ordinance and remain in full force and effect.

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

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

Section 9. This Ordinance shall be in full force and effect immediately upon its passage and approval to ensure that public services are maintained and the health, safety, and welfare of the residents of the Village is duly protected.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of October 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

VILLAGE OF FRANKLIN PARK
9621 PACIFIC AVE. BUILDING DEMOLITION
Contractor's Bid Tabulation - August 31, 2023

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	K.L.F. ENTERPRISES		FOWLER ENTERPRISES		MARTAM CONSTRUCTION		ENVIRONMENTAL CLENSING		MIDWEST EXCAVATORS		ENGINEERS ESTIMATE	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Building Demolition	L SUM	1	$ 20,700.00	$ 20,700.00	$ 24,350.00	$ 24,350.00	$ 36,000.00	$ 36,000.00	$ 39,650.00	$ 39,650.00	$ 47,350.00	$ 47,350.00	$ 35,000.00	$ 35,000.00
2	Asbestos Abatement	L SUM	1	$ 24,000.00	$ 24,000.00	$ 16,400.00	$ 16,400.00	$ 21,000.00	$ 21,000.00	$ 25,150.00	$ 25,150.00	$ 22,910.00	$ 22,910.00	$ 22,500.00	$ 22,500.00
3	Remove Concrete Pavement	SQ YD	280	$ 9.00	$ 2,520.00	$ 10.00	$ 2,800.00	$ 15.00	$ 4,200.00	$ 20.09	$ 5,625.20	$ 25.00	$ 7,000.00	$ 15.00	$ 4,200.00
4	Backfill/Topsoil Respread	CU YD	450	$ 13.00	$ 5,850.00	$ 18.00	$ 8,100.00	$ 30.00	$ 13,500.00	$ 44.67	$ 20,101.50	$ 46.00	$ 20,700.00	$ 20.00	$ 9,000.00
5	Seeding and Mulch	SQ YD	680	$ 2.00	$ 1,360.00	$ 8.00	$ 5,440.00	$ 3.00	$ 2,040.00	$ 11.50	$ 7,820.00	$ 3.00	$ 2,040.00	$ 10.00	$ 6,800.00
	TOTAL:			$	54,430.00	$	57,090.00	$	76,740.00	$	98,346.70	$	100,000.00	$	77,500.00
	TOTAL BID PROPOSAL:			$	54,430.00	$	57,090.00	$	76,740.00	$	98,346.70	$	100,000.00		
	TOTAL BID READ AT BID OPENING:			$	54,430.00	$	57,090.00	$	76,740.00	$	98,347.00	$	100,000.00		
	DIFFERENCE:			$	-	$	-	$	-	$	(0.30)	$	-		