

**VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
10/20/25**

<u>Payroll Ending</u>	<u>10.10.25</u>	<u>TOTALS</u>
Village Portion of Social Security Reg Payroll	12,874.43	
Village Portion of Medicare Payroll	8,311.02	
Payroll Gross Wages 10.10.25	<u>604,490.63</u>	
Total Payroll Expense	625,676.08	\$ 625,676.08
<u>Manual Checks & Wires</u>		
Manual Checks	43,108.90	
		\$ 43,108.90
<u>ACH Debits</u>		
Health Insurance Premium	0.00	
City of Chicago (Water Payment)	<u>0.00</u>	
Total ACH Debits		\$ -
Payable Vouchers		
Payable Voucher 10-24-2025	1,424,375.44	
Total Payable Vouchers		\$ <u>1,424,375.44</u>
Grand Total Payments		\$ 2,093,160.42

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
 Printed: 10/16/2025 - 4:57PM
 Batch: 00224.10.2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 2615	A.W.E.S.O.M.E. PEST SERVICE INC.			Check Sequence: 1	ACH Enabled: False
8118	Exterminating services Sept2025	510.00	10/24/2025	10-60-62460	
8118	Beehive removal	175.00	10/24/2025	10-60-62460	
	Check Total:	685.00			
Vendor: 1259	ACE HARDWARE - FIRE			Check Sequence: 2	ACH Enabled: False
155015/1	Lint Traps	7.02	10/24/2025	10-30-62050	
155630/1	Bug Tar Remover and Glue	12.83	10/24/2025	10-30-50110	
155631/1	Scour Pad	2.99	10/24/2025	10-30-62030	
	Check Total:	22.84			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 3	ACH Enabled: False
154702/1	Spray Paint, Airwick OIL, Propane	57.79	10/24/2025	34-02-62070	
154849/1	Propane Per Gallon	33.36	10/24/2025	34-02-62070	
155627/1	Storage Tote Blk, Batteries Alkline, Package Tap	111.43	10/24/2025	34-02-62070	
155643/1	Armor All, Air Freshener, Car Air Fresh, Cleaner	43.24	10/24/2025	34-01-62680	
	Check Total:	245.82			
Vendor: 3050	AIR ONE EQUIPMENT, INC.			Check Sequence: 4	ACH Enabled: False
226522	Firefighting Boots	440.00	10/24/2025	10-30-62180	
	Check Total:	440.00			
Vendor: 3576	AIRGAS USA, LLC			Check Sequence: 5	ACH Enabled: False
5519266609	Oxygen delivery	149.10	10/24/2025	10-30-62090	
9164233433	Oxygen delivery	373.50	10/24/2025	10-30-62090	
9165296314	Oxygen delivery	228.40	10/24/2025	10-30-62090	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	751.00			
Vendor: 0149 821565FOW	AL PIEMONTE FORD SALES, INC. Transmission Crossmember #881	192.78	10/24/2025	Check Sequence: 6 08-01-50020	ACH Enabled: False
	Check Total:	192.78			
Vendor: 0010 100215	ALEXANDER CHEMICAL CORPORATION Chlorine	112.00	10/24/2025	Check Sequence: 7 34-01-62880	ACH Enabled: False
	Check Total:	112.00			
Vendor: 3465 438144	AMERICANEAGLE.COM, INC. Monthly fee for hosting, hawksearch, retainer ho	535.00	10/24/2025	Check Sequence: 8 10-02-54300	ACH Enabled: False
	Check Total:	535.00			
Vendor: 5905 090125	ARC 13058 LIMITED August prisoner meals	109.86	10/24/2025	Check Sequence: 9 10-20-60620	ACH Enabled: False
	Check Total:	109.86			
Vendor: 5952 23585	ARRP TRUCKING & HAULING CO INC Safety lane test truck #234	41.50	10/24/2025	Check Sequence: 10 08-01-50034	ACH Enabled: False
23587	Safety lane test truck #214	41.50	10/24/2025	08-01-50034	
23588	Safety lane test truck #216	41.50	10/24/2025	08-01-50034	
23589	Safety lane test truck #236	41.50	10/24/2025	08-01-50034	
23591	Safety lane test truck #215	41.50	10/24/2025	08-01-50034	
23592	Safety lane test truck #230	41.50	10/24/2025	08-01-50034	
23593	Safety lane test truck #238	41.50	10/24/2025	08-01-50034	
23594	Safety lane test truck #209	41.50	10/24/2025	08-01-50034	
23595	Safety lane test truck #226	41.50	10/24/2025	08-01-50034	
23600	Safety lane test truck #220	41.50	10/24/2025	08-01-50034	
23605	Safety lane test truck #227	41.50	10/24/2025	08-01-50034	
	Check Total:	456.50			
Vendor: 1412 0127327	BATTERY SERVICE CORP Motorcraft batteries #65	331.90	10/24/2025	Check Sequence: 11 08-01-50020	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
0127327	Truck batteries 31s shelf stock	429.00	10/24/2025	08-01-50090	
	Check Total:	760.90			
Vendor: 2763	BAXTER & WOODMAN			Check Sequence: 12	ACH Enabled: False
0276603	Grand Ave at George St.	1,258.50	10/24/2025	65-10-88000	
	Check Total:	1,258.50			
Vendor: 0925	BELLWOOD ELECTRIC MOTORS, INC.			Check Sequence: 13	ACH Enabled: False
3288	9/26/2025: Service to Check Pumps At Fullerton	3,200.00	10/24/2025	34-02-50940	
3292	Service to remove sump pump from Cullerton pl	3,600.00	10/24/2025	34-02-50940	
3298	Service call to add & adjust packing seals for Pui	4,500.00	10/24/2025	34-01-50940	
3299	Service to install sump pump at Anderson Lift St	3,200.00	10/24/2025	34-02-50940	
3301	Service to remove Pump #2 from Anderson Lift :	4,200.00	10/24/2025	34-02-50940	
	Check Total:	18,700.00			
Vendor: 1764	BIUNDO LANDSCAPING			Check Sequence: 14	ACH Enabled: False
6-Senior	Senior grass cutting - 88 cuts @ \$27 each	2,376.00	10/24/2025	10-18-60000	
7	September vacant and foreclosed lots grass cuttir	560.00	10/24/2025	43-01-59000	
	Check Total:	2,936.00			
Vendor: 5074	BLUDERS TREE SERVICE			Check Sequence: 15	ACH Enabled: False
5161	3047 Ruby - Removal of two dying catalpa trees	2,200.00	10/24/2025	10-90-62730	
5162	9803 Chestnut Ave - Removal of 4 catalpa trees	4,200.00	10/24/2025	10-90-62730	
	Check Total:	6,400.00			
Vendor: 0503	BUILDERS ASPHALT, LLC			Check Sequence: 16	ACH Enabled: False
179053	1 UPM Delivery	4,310.00	10/24/2025	10-90-62600	
	Check Total:	4,310.00			
Vendor: 4252	CHICAGO SPENCE TOOL & RUBBER			Check Sequence: 17	ACH Enabled: False
1308496-01	Flat washer, Lockwasher, Fin Hex Nut	23.58	10/24/2025	08-01-89115	
	Check Total:	23.58			
Vendor: 0968	CHRISTOPHER B. BURKE ENGINEERING, LTD.			Check Sequence: 18	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
61H14-37	Franklin Ave Phase II Engineering, 4/17/2025-8/	296,791.18	10/24/2025	65-10-54600	
	Check Total:	296,791.18			
Vendor: 1474	CITY HALL TECHNOLOGIES, INC			Check Sequence: 19	ACH Enabled: False
167	Email delivery services for e-newsletter & techni	5,250.00	10/24/2025	10-01-51880	
	Check Total:	5,250.00			
Vendor: 3644	COMCAST			Check Sequence: 20	ACH Enabled: False
0155544Oct2025	VPN connection for VH for Oct	234.30	10/24/2025	10-02-51200	
0167317Sept2025	Cable services 9/20-10/19/25	125.01	10/24/2025	10-20-52600	
0310503Oct2025	Cable TV for VH for Oct	251.44	10/24/2025	10-02-51200	
0860141239Sept	Cable TV for Streets for October	4.62	10/24/2025	10-02-51200	
	Check Total:	615.37			
Vendor: 5257	COMED			Check Sequence: 21	ACH Enabled: False
4123337000Sept	3200 N Mannheim, 4123337000, 8/18-9/17/25	43.54	10/24/2025	10-50-62330	
	Check Total:	43.54			
Vendor: 0521	COMMERCIAL TIRE SERVICE			Check Sequence: 22	ACH Enabled: False
1110200529	Flat Tire Repair Sweeper #2	60.00	10/24/2025	09-01-64000	
	Check Total:	60.00			
Vendor: 2085	COMPCOREPRO			Check Sequence: 23	ACH Enabled: False
3011	Monthly service agreement Oct2025	1,000.00	10/24/2025	10-32-57000	
	Check Total:	1,000.00			
Vendor: 3016	COPENHAVEN CONSTRUCTION, INC			Check Sequence: 24	ACH Enabled: False
650.24.1	Washington St reconstruction Pay#1 9/19-10/	410,229.90	10/24/2025	65-10-88100	
	Check Total:	410,229.90			
Vendor: 3302	CORE & MAIN LP			Check Sequence: 25	ACH Enabled: False
X824513	8 TJ CL52 DI PIPE, Rubber Gasket	4,590.00	10/24/2025	34-01-62860	
X824564	8 TJ CL52 DI PIPE, 8 TYTON JT RUBBER GA	2,754.00	10/24/2025	34-01-62860	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	7,344.00			
Vendor: 0872 409378	CURRIE MOTORS CHEVROLET, INC Parts and Labor #888	199.95	10/24/2025	Check Sequence: 26 10-20-50300	ACH Enabled: False
	Check Total:	199.95			
Vendor: 1464 0000429132 0000429536	D&P CONSTRUCTION CO., INC 9/23/25 Switch C & D Debris, 9/26/25 Switch E 09/29/25, W.O. #584289, Environmental Fee, Li	1,392.00 1,625.00	10/24/2025 10/24/2025	Check Sequence: 27 09-01-64000 09-01-64000	ACH Enabled: False
	Check Total:	3,017.00			
Vendor: 7902 5025	DEPENDENT SPECIALISTS, INC Comprehensive Dependent verification GO LIVE	1,141.00	10/24/2025	Check Sequence: 28 10-52-59000	ACH Enabled: False
	Check Total:	1,141.00			
Vendor: 5510 605244	DETROIT INDUSTRIAL TOOL Diamond rescue saw blade	434.89	10/24/2025	Check Sequence: 29 10-30-80570	ACH Enabled: False
	Check Total:	434.89			
Vendor: 3065 10062025 10062025	DON'S SEALCOATING 9501-9545 Belmont: Cleaned, Edged, Stripes & 9300 Belmont, Employee & Train Parking: Clean	2,700.00 3,300.00	10/24/2025 10/24/2025	Check Sequence: 30 10-90-62590 34-01-62590	ACH Enabled: False
	Check Total:	6,000.00			
Vendor: 3026 010000137839 010000137839 010000137839 010000137839 010000137839 010000137839 010000137839 010000137839 010000137839	DYNEGY ENERGY SERVICES 11400 Copenhagen 9540 Addison Ave/Parking lot 0 17th Ave, Fullerton 9400 Grand Ave 0 Franklin Ave 9229 Grand Ave UNIT F 9364 Franklin Ave 11201 Taft 2401 Scott	491.88 52.93 187.23 290.28 164.86 149.54 82.29 58.84 361.11	10/24/2025 10/24/2025 10/24/2025 10/24/2025 10/24/2025 10/24/2025 10/24/2025 10/24/2025 10/24/2025	Check Sequence: 31 34-02-62800 10-50-62330 34-02-62800 10-50-62330 10-50-62330 34-02-62800 10-50-62330 34-02-62800 10-50-62330	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
010000137839	2998 Hart	103.84	10/24/2025	34-02-62800	
	Check Total:	1,942.80			
Vendor: 1755	E. HOFFMAN, INC.			Check Sequence: 32	ACH Enabled: False
32064	Mixed Load Spoils Hauled Out - Loading Fee	2,320.00	10/24/2025	34-02-63070	
32072	Ticket #15481, 9/29/25, Mixed Load Spoils Haul	1,160.00	10/24/2025	34-01-62860	
	Check Total:	3,480.00			
Vendor: 5498	EFAX CORPORATE			Check Sequence: 33	ACH Enabled: False
5678801	Efax Software for HR - Sept	34.99	10/24/2025	10-02-54200	
	Check Total:	34.99			
Vendor: 3829	ELECTRICAL SYSTEMS, INC.			Check Sequence: 34	ACH Enabled: False
11365	VOFP, Main Cabinet Fans & Filters	4,414.07	10/24/2025	34-01-50940	
	Check Total:	4,414.07			
Vendor: 4446	EMERGENCY VEHICLE SERVICE INC			Check Sequence: 35	ACH Enabled: False
33325	Engine 2 (478) repairs	1,094.40	10/24/2025	10-30-50110	
33348	Engine 2 (478) repairs	6,924.12	10/24/2025	10-30-50110	
34082	Engine 2 (478) repairs	3,953.32	10/24/2025	10-30-50110	
34083	Engine 2 (478) repairs	1,128.95	10/24/2025	10-30-50110	
34084	Engine 2 (478) repairs	1,082.13	10/24/2025	10-30-50110	
34225	Engine 2 (478) repairs	1,008.37	10/24/2025	10-30-50110	
34226	Engine 2 (478) repairs	2,445.53	10/24/2025	10-30-50110	
	Check Total:	17,636.82			
Vendor: 2059	EXP US SERVICES			Check Sequence: 36	ACH Enabled: False
157294-48	Franklin Avenue Phase II, 6/29/2024-8/29/2025	152,843.97	10/24/2025	65-10-54100	
	Check Total:	152,843.97			
Vendor: 5089	EXPRESS MAILING SERVICE			Check Sequence: 37	ACH Enabled: False
64913	Senior newsletter Fall 2025 mailing services	2,504.93	10/24/2025	10-60-62470	
	Check Total:	2,504.93			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 4788 0521294	FERGUSON WATERWORKS #2516 4" Mach 20" length C/F, Neptune Trade Surchar	4,410.76	10/24/2025	Check Sequence: 38 34-01-62820	ACH Enabled: False
	Check Total:	4,410.76			
Vendor: 1434 5652	FIRST ARRIVING IO, INC Digital dashboard annual subscription	3,601.75	10/24/2025	Check Sequence: 39 10-30-51150	ACH Enabled: False
	Check Total:	3,601.75			
Vendor: 0081 14533	FRANKLIN PARK PLUMBING CO., INC. Drain repair Station 2	3,310.00	10/24/2025	Check Sequence: 40 10-30-62050	ACH Enabled: False
14534	Copenhagen @ Retention Pond - Franklin Park	8,360.00	10/24/2025	34-01-62860	
14536	2524 Scott, Completed Water Service Replaceme	16,100.00	10/24/2025	34-01-88910	
14539	9320 Belmont Replace existing fire hydrant and :	8,610.00	10/24/2025	34-01-62860	
	Check Total:	36,380.00			
Vendor: 0050 032419399	GALLS, INC Shooting Glasses	24.50	10/24/2025	Check Sequence: 41 10-20-60331	ACH Enabled: False
	Check Total:	24.50			
Vendor: 0214 2994	ROBERT GARCIA Refund Robert Garcia, Health Inspector for 2025	175.00	10/24/2025	Check Sequence: 42 10-13-52100	ACH Enabled: False
	Check Total:	175.00			
Vendor: 6062 5947	GBJ SALES, LLC Dry-Moly Lubricant-12	419.45	10/24/2025	Check Sequence: 43 10-90-50110	ACH Enabled: False
	Check Total:	419.45			
Vendor: 7590 03-4982430	GFT INC Preliminary Engineering; From 7/26/25-8/29/25	107,516.60	10/24/2025	Check Sequence: 44 65-10-87000	ACH Enabled: False
	Check Total:	107,516.60			
Vendor: 5200 9661556945	GRAINGER Diesel Exhaust Fluid Def, Drum, 55 Gallon	324.37	10/24/2025	Check Sequence: 45 10-90-50200	ACH Enabled: False
9669595168	Concrete floor cleaner	471.14	10/24/2025	10-90-82780	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	795.51			
Vendor: 4516	GW & ASSOCIATES, PC			Check Sequence: 46	ACH Enabled: False
2509356	Finance consult, Comptrollers Service Agreemer	8,000.00	10/24/2025	10-01-67590	
2509356	Finance consult, Comptrollers Service Agreemer	250.00	10/24/2025	14-01-57000	
2509356	Finance consult, Comptrollers Service Agreemer	250.00	10/24/2025	12-01-57000	
2509356	Finance consult, Comptrollers Service Agreemer	250.00	10/24/2025	42-01-57000	
2509356	Finance consult, Comptrollers Service Agreemer	4,000.00	10/24/2025	34-01-40119	
2509356	Finance consult, Comptrollers Service Agreemer	250.00	10/24/2025	40-01-57000	
	Check Total:	13,000.00			
Vendor: 0234	HAMPTON, LENZINI, & RENWICK, INC.			Check Sequence: 47	ACH Enabled: False
000020252627	Fp maint 2023-2025 Sept2025	2,750.00	10/24/2025	34-02-89108	
	Check Total:	2,750.00			
Vendor: 5563	HIGH STAR TRAFFIC			Check Sequence: 48	ACH Enabled: False
1894	Franklin Park Various 2025	8,823.13	10/24/2025	10-90-62600	
	Check Total:	8,823.13			
Vendor: 5971	HI-LINE			Check Sequence: 49	ACH Enabled: False
3148241	1 Crystal Clear Ring	24.25	10/24/2025	10-90-62680	
	Check Total:	24.25			
Vendor: 2870	HOMER INDUSTRIES			Check Sequence: 50	ACH Enabled: False
S235888	Drop Charge Chips	50.00	10/24/2025	09-01-64000	
S235913	Drop Charge Chips	100.00	10/24/2025	09-01-64000	
S235959	Drop Charge Chips	100.00	10/24/2025	09-01-64000	
S235992	Drop Charge Chips	100.00	10/24/2025	09-01-64000	
	Check Total:	350.00			
Vendor: 0590	ILLINOIS ASSOCIATION OF CHIEFS OF POLICE			Check Sequence: 51	ACH Enabled: False
20546	Membership renewal	265.00	10/24/2025	10-20-52100	
	Check Total:	265.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 0436	ILLINOIS SECTION AMERICAN WATER WORKS ASSOCIATION			Check Sequence: 52	ACH Enabled: False
200100414	2025 Fall Regulatory Update - Nicholas Weber	268.00	10/24/2025	34-01-52060	
200100414	2025 Fall Regulatory Update - Nicholas Weber	268.00	10/24/2025	10-90-52000	
	Check Total:	536.00			
Vendor: 2084	J.G. UNIFORMS			Check Sequence: 53	ACH Enabled: False
152269	Uniform	1,095.00	10/24/2025	10-20-60590	
152390	Uniform	253.00	10/24/2025	10-20-60590	
152391	Uniform	202.05	10/24/2025	10-20-60590	
152468	Uniform	116.10	10/24/2025	10-20-60590	
152469	Uniform	95.00	10/24/2025	10-20-60590	
152470	Uniform	259.70	10/24/2025	10-20-60590	
	Check Total:	2,020.85			
Vendor: 1209	JANET G MARTINEZ			Check Sequence: 54	ACH Enabled: False
INV-0107	October 2025 Newsletter - Spanish translation	198.00	10/24/2025	10-01-51880	
	Check Total:	198.00			
Vendor: 4909	JC SZABO & ASSOCIATES			Check Sequence: 55	ACH Enabled: False
134	Consulting Services September 2025	800.00	10/24/2025	10-72-62557	
	Check Total:	800.00			
Vendor: 4559	JESSE'S LAWN SERVICES			Check Sequence: 56	ACH Enabled: False
2188	Senior grass cutting - 125 cuts @ \$27 each	3,375.00	10/24/2025	10-18-60000	
2190	Vacant and foreclosure grass cutting Sept2025	540.00	10/24/2025	10-13-53000	
	Check Total:	3,915.00			
Vendor: 1534	JKS VENTURES, INC.			Check Sequence: 57	ACH Enabled: False
213033	9/26 & 29th, Semi Loads Top Soil, Logs, Deliver	210.00	10/24/2025	09-01-64000	
213033	9/26 & 29th, Semi Loads Top Soil, Logs, Deliver	3,599.10	10/24/2025	34-01-62860	
213083	10/1/2025, 1 Mixed Contr. & Demo, Delivery Cl	1,676.20	10/24/2025	34-01-62860	
213083	10/1/2025, 1 Mixed Contr. & Demo, Delivery Cl	200.60	10/24/2025	09-01-64000	
213083	10/1/2025, 1 Mixed Contr. & Demo, Delivery Cl	1,676.20	10/24/2025	34-02-63070	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	7,362.10			
Vendor: 0041	JOSEPH MCLOUGHLIN			Check Sequence: 58	ACH Enabled: False
1729September	Landscaping, King Street Pumping Station, 9/1-5	2,500.00	10/24/2025	34-01-62900	
1729September	Landscaping, VOFP/Jack B. Williams Reservoir,	2,800.00	10/24/2025	34-02-63070	
1729September	Landscaping, David Talbott Station/Retention Po	3,000.00	10/24/2025	34-02-63070	
1729September	Landscaping, Copenhagen Life Station/Retentior	3,035.00	10/24/2025	34-02-63070	
1729September	Landscaping, Milton Rentmeester Retention Pon	2,800.00	10/24/2025	34-02-63070	
1729September	Landscaping, Drainage Ditch Northside Fullerton	2,300.00	10/24/2025	10-90-62600	
1729September	Landscaping, VOFP Clearing Pump Station, 9/1-	1,060.00	10/24/2025	34-01-62900	
1729September	Landscaping, Field East of New Police Station, 5	2,700.00	10/24/2025	10-90-86000	
1853September	Landscaping, Train Station, 9/1-9/30/2025	600.00	10/24/2025	41-01-63210	
1853September	Landscaping, Miller Park - Addison Street, 9/1-9	275.00	10/24/2025	10-90-86000	
1853September	Landscaping, Leyden News Agency, 9/1-9/30/20	425.00	10/24/2025	10-90-86000	
1853September	Landscaping, Garra Underpass - Grand Ave, 9/1-	750.00	10/24/2025	10-90-62600	
1853September	Landscaping, Field South of Garra Underpass, 9/	800.00	10/24/2025	10-90-86000	
1853September	Landscaping, Veterans Memorial Park, 9/1-9/30/	375.00	10/24/2025	10-90-69590	
1853September	Landscaping, 3019 Rose Street Parking Lot, 9/1-	800.00	10/24/2025	10-90-86000	
1853September	Landscaping, Grass - Old Police Station, 9/1-9/31	1,250.00	10/24/2025	10-90-86000	
1853September	Landscaping, Joseph Thomas Park, 9/1-9/30/202	250.00	10/24/2025	10-90-88880	
1853September	Landscaping, B12 B13, 9/1-9/30/2025	450.00	10/24/2025	10-90-87610	
1853September	Landscaping, 9500 Belmont, 9/1-9/30/2025	250.00	10/24/2025	10-90-62600	
1853September	Landscaping, Utility Department, 9/1-9/30/2025	1,500.00	10/24/2025	10-90-86000	
1853September	Landscaping, O'Donnel Pub Location, 9/1-9/30/2	600.00	10/24/2025	10-90-86000	
1853September	Landscaping, New FP Police Station, 9/1-9/30/21	1,775.00	10/24/2025	10-90-86000	
2442September	Landscaping, Belmont & Melrose, 9/1-9/30/2024	750.00	10/24/2025	10-90-86000	
2442September	Landscaping, Grand Ave (Scott/Old Western), 9/	1,175.00	10/24/2025	10-90-86000	
2442September	Landscaping, Houston & James, 9/1-9/30/2025	1,075.00	10/24/2025	10-90-86000	
2442September	Landscaping, Planter Boxes Maintenance, 9/1-9/	775.00	10/24/2025	10-90-86000	
2442September	Landscaping, Legion Hall & Ruby, 9/1-9/30/202	775.00	10/24/2025	10-90-86000	
2442September	Landscaping, Grand Ave S/W to N/W, 9/1-9/30/2	1,975.00	10/24/2025	10-90-86000	
2442September	Landscaping, Nevada Retention, 9/1-9/30/2025	850.00	10/24/2025	10-90-86000	
2442September	Landscaping, Fullerton & Oak, 9/1-9/30/2025	1,200.00	10/24/2025	10-90-86000	
2442September	Landscaping, Franklin & Martens, 9/1-9/30/2025	780.00	10/24/2025	10-90-86000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2442September	Landscaping, 9280-9300 Belmont, 9/1-9/30/2025	675.00	10/24/2025	10-90-86000	
	Check Total:	40,325.00			
Vendor: 3233	JUST TIRES			Check Sequence: 59	ACH Enabled: False
0000076205	Parts and Labor (4 Tires) #235	805.00	10/24/2025	10-90-50100	
0000076269	Parts and Labor (2 Tires) #872	545.85	10/24/2025	10-20-50300	
0000076275	Parts and Labor (1 Tire) #872	247.50	10/24/2025	10-20-50300	
	Check Total:	1,598.35			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 60	ACH Enabled: False
5204	For sawcutting, removal & replacement of reinfo	4,280.00	10/24/2025	34-02-63070	
5217	For sawcutting, removal & replacement of reinfo	4,700.00	10/24/2025	34-02-63070	
5218	For sawcutting, removal & replacement of reinfo	3,630.00	10/24/2025	34-01-62860	
5219	For sawcutting, removal & replacement of reinfo	5,570.00	10/24/2025	34-02-63070	
5221	For sawcutting, removal & replacement of street	2,720.00	10/24/2025	34-01-62860	
5222	For sawcutting, removal & replacement of reinfo	3,430.00	10/24/2025	34-02-63070	
	Check Total:	24,330.00			
Vendor: 5590	LARRY'S PLUMBING & ELECTRICAL GENERAL			Check Sequence: 61	ACH Enabled: False
21850	Toilet in womens bathroom	297.50	10/24/2025	10-20-52600	
	Check Total:	297.50			
Vendor: 7078	LECHNER SERVICES			Check Sequence: 62	ACH Enabled: False
3569479	Mats	32.20	10/24/2025	10-20-52600	
3571821	Mats	32.20	10/24/2025	10-20-52600	
3571822	Rubber Mats and Scrapers Oct 2, 2025	79.75	10/24/2025	10-13-52800	
3574630	Mats	80.95	10/24/2025	10-13-52800	
	Check Total:	225.10			
Vendor: 0947	MAREN RONAN, LTD			Check Sequence: 63	ACH Enabled: False
10062025	Lobbying Services: Month of October 2025	6,000.00	10/24/2025	10-12-67560	
	Check Total:	6,000.00			
Vendor: 3518	MCGUIRE WOODS CONSULTING LLP			Check Sequence: 64	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
92978747	Lobbyist services, 9/15-10/14/25	3,500.00	10/24/2025	10-12-67560	
	Check Total:	3,500.00			
Vendor: 0131	MENARDS MELROSE PARK			Check Sequence: 65	ACH Enabled: False
1191	Jeld0-Wen DH POCKET WINDOW, DELIVER	725.84	10/24/2025	10-90-62590	
611	1/4" WH Coax Staple - 200, 10x10 Outdoor Enc	63.32	10/24/2025	10-90-62680	
750	10G Trash bags, 6pk Brown Jersey Gloves	170.04	10/24/2025	08-01-89115	
751	Loctite Superglue, Loc Vinyl Fab Plastic 1oz	7.77	10/24/2025	08-01-89115	
	Check Total:	966.97			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 66	ACH Enabled: False
255235A-2	Ford FSI 4"X10	2,208.08	10/24/2025	34-01-62860	
255956A	6" Max Adapter Coupling	648.00	10/24/2025	34-01-62860	
255957A	Qty 20, 3/4" Lead x 3/4 * NL	1,492.00	10/24/2025	34-01-62860	
256202A	Maintenance - Various	4,793.35	10/24/2025	34-01-62860	
256203A	8" MJ RW Valve, 6" Hymax 2 Coupling 6.42-7.6	4,954.41	10/24/2025	34-01-62860	
256204A	Maintenance - Various	4,395.39	10/24/2025	34-01-62860	
256205A	Maintenance - Various	3,411.00	10/24/2025	34-01-62860	
	Check Total:	21,902.23			
Vendor: 2488	MOHR OIL COMPANY			Check Sequence: 67	ACH Enabled: False
458027	B99.9 Agri - Biodsl, #2 ULS Petrodsl W/ Additi	13,380.74	10/24/2025	10-90-50200	
458027	B99.9 Agri - Biodsl, #2 ULS Petrodsl W/ Additi	7,017.78	10/24/2025	10-30-50200	
458027	B99.9 Agri - Biodsl, #2 ULS Petrodsl W/ Additi	1,033.05	10/24/2025	34-01-50200	
458027	B99.9 Agri - Biodsl, #2 ULS Petrodsl W/ Additi	4,298.15	10/24/2025	34-02-50200	
458142	Fuel	2,230.37	10/24/2025	10-30-50200	
458142	Fuel	2,331.57	10/24/2025	34-01-50200	
458142	Fuel	2,487.40	10/24/2025	10-90-50200	
458142	Fuel	12,902.55	10/24/2025	10-20-50200	
458142	Fuel	287.40	10/24/2025	10-13-50200	
	Check Total:	45,969.01			
Vendor: 0333	MONTANA & WELCH, LLC			Check Sequence: 68	ACH Enabled: False
18484	Legal services for general matters, Aug2025	21,060.00	10/24/2025	10-72-62557	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
18487	Legal services for ROW project, Aug2025	1,121.25	10/24/2025	10-72-62557	
18489	Legal services for Litigation services, Aug2025	4,668.75	10/24/2025	10-72-62557	
	Check Total:	26,850.00			
Vendor: 4521	NICOR			Check Sequence: 69	ACH Enabled: False
00421665753Sept	9800 Belmont Ave, 00-42-16-6575 3, 8/26-9/25/	68.09	10/24/2025	10-90-62940	
21793372844Sept	3204 Rose, 21-79-33-7284 4, 8/25-9/24/25	54.84	10/24/2025	10-90-62940	
45671900004Sept	9535 Belmont Ave, 45-67-19-0000 4, 8/25-9/24/	184.74	10/24/2025	34-01-62940	
50771900003Sept	9300 Belmont Ave, 50-77-19-0000 3, 8/25-9/24/	152.32	10/24/2025	34-01-62940	
87873543729Sept	9320 Belmont Ave, 87-87-35-4372 9, 8/25-9/24/	54.84	10/24/2025	34-02-52450	
	Check Total:	514.83			
Vendor: 1653	ON TIME EMBROIDERY INC			Check Sequence: 70	ACH Enabled: False
142672	Uniforms	106.00	10/24/2025	10-30-40806	
144458	Uniforms	52.00	10/24/2025	10-30-40806	
145109	Uniforms	223.00	10/24/2025	10-30-40806	
	Check Total:	381.00			
Vendor: 0270	O'REILLY AUTOMOTIVE, INC.			Check Sequence: 71	ACH Enabled: False
3398-185683	Ceramic Pads #1876	44.60	10/24/2025	08-01-50008	
3398-186320	Spark Plugs & Manifold Set #870	53.68	10/24/2025	08-01-50020	
3398-186537	Alternator #231	185.81	10/24/2025	08-01-50090	
3398-186626	Oil filters #897	9.84	10/24/2025	08-01-50020	
3398-186825	Drain cock #207	11.73	10/24/2025	08-01-50090	
3398-187395	Alternator pulley #231	49.78	10/24/2025	08-01-50090	
	Check Total:	355.44			
Vendor: 2249	ORKIN			Check Sequence: 72	ACH Enabled: False
284200250	Weekly services	330.00	10/24/2025	10-60-62460	
284200251	Weekly services	330.00	10/24/2025	10-60-62460	
284200252	Weekly services	330.00	10/24/2025	10-60-62460	
284201360	Weekly services	330.00	10/24/2025	10-60-62460	
284201361	Weekly services	330.00	10/24/2025	10-60-62460	
284201362	Weekly services	330.00	10/24/2025	10-60-62460	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
285761298	Weekly services	330.00	10/24/2025	10-60-62460	
291086628	Weekly services	330.00	10/24/2025	10-60-62460	
	Check Total:	2,640.00			
Vendor: 8300 16348	PAGODA COMPUTER SUPPLIES Printer repair	160.00	10/24/2025	Check Sequence: 73 10-02-51150	ACH Enabled: False
	Check Total:	160.00			
Vendor: 4704 08312025	PAN AMERICAN BANK Water Bill Lockbox Invoice 8/31/2025	382.91	10/24/2025	Check Sequence: 74 34-01-59010	ACH Enabled: False
	Check Total:	382.91			
Vendor: 3296 6-Sept	PANORAMIC LANDSCAPING Senior grass cutting - 109 cuts @ \$27 each	2,943.00	10/24/2025	Check Sequence: 75 10-18-60000	ACH Enabled: False
	Check Total:	2,943.00			
Vendor: 0775 12516	PERMIDT ENGINEERING LIMITED Excavator Machine for Digging, Labor, Fitting a	6,000.00	10/24/2025	Check Sequence: 76 34-01-88910	ACH Enabled: False
	Check Total:	6,000.00			
Vendor: 5442 Sept2025	GIULIANO PETRUCCI Plumbing Inspector services Sept25	2,100.00	10/24/2025	Check Sequence: 77 10-13-40203	ACH Enabled: False
	Check Total:	2,100.00			
Vendor: 5926 163345	RISING SUN VETERINARY CLINIC K9 Vili vet visit	178.00	10/24/2025	Check Sequence: 78 10-20-57000	ACH Enabled: False
	Check Total:	178.00			
Vendor: 0556 11606	ROSEMONT LANDSCAPING Senior grass cutting - 98 cuts @ \$27 each	2,646.00	10/24/2025	Check Sequence: 79 10-18-60000	ACH Enabled: False
	Check Total:	2,646.00			
Vendor: 2117 91126	ROZALADO & CO Janitorial services VH, PW 9/15-9/28/25	1,381.80	10/24/2025	Check Sequence: 80 10-13-52800	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
91126	Janitorial services PD 9/15-9/28/25	1,631.33	10/24/2025	10-20-52600	
	Check Total:	3,013.13			
Vendor: 2419	RUSO'S POWER EQUIPMENT			Check Sequence: 81	ACH Enabled: False
SPI21291630	Chainsaw, Pole Pruner, Hand Saw, Soft Rig Slin	3,191.90	10/24/2025	10-90-82630	
SPI21302409	Starter # Standard 2	189.99	10/24/2025	08-01-50034	
	Check Total:	3,381.89			
Vendor: 1999	SAFEBUILT, LLC			Check Sequence: 82	ACH Enabled: False
2480209	Building dept sign off on docs Sept2025	519.50	10/24/2025	10-13-40100	
2684909	Third party review for various permits in Sept25	2,226.84	10/24/2025	10-13-40100	
	Check Total:	2,746.34			
Vendor: 4188	SHRED FIRST INC			Check Sequence: 83	ACH Enabled: False
136576	Shred event 10.13.25	1,200.00	10/24/2025	10-01-51880	
	Check Total:	1,200.00			
Vendor: 2961	S-NET COMMUNICATIONS INC			Check Sequence: 84	ACH Enabled: False
283991	October Phone Bill	3,745.25	10/24/2025	10-02-51200	
	Check Total:	3,745.25			
Vendor: 3795	STANDARD EQUIPMENT COMPANY			Check Sequence: 85	ACH Enabled: False
P06431	1/2 Pipe Fitting, Quick Connect	240.56	10/24/2025	08-01-50035	
P06561	Pelican Main B, Dirt Shoe Runn, Runner Short	2,189.78	10/24/2025	08-01-50090	
P06562	Key, Hetric	32.80	10/24/2025	08-01-50035	
P06589	A/C Filter, Horn Brush Kit, Sweeper #2	359.76	10/24/2025	08-01-50090	
	Check Total:	2,822.90			
Vendor: 3223	STATE INDUSTRIAL PRODUCTS			Check Sequence: 86	ACH Enabled: False
903942727	Station Cleaning Supplies	881.57	10/24/2025	10-30-62030	
903944122	Station Cleaning Supplies	794.08	10/24/2025	10-30-62030	
903950741	Primezyme, Block Worx BCT	1,307.58	10/24/2025	34-02-63070	
	Check Total:	2,983.23			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 3221 238486	STRATUS NETWORKS Fiber line to PD - Fire dept, pump house, & Villa	4,120.00	10/24/2025	Check Sequence: 87 10-02-51200	ACH Enabled: False
	Check Total:	4,120.00			
Vendor: 1786 11784194	STREICHER'S Nipas - Gorzkowicz suspender/harness	39.99	10/24/2025	Check Sequence: 88 10-20-60320	ACH Enabled: False
	Check Total:	39.99			
Vendor: 5963 1441	SYNERGY SALES & SERVICE, INC Services, CI2 Reagent, pH buffer, Phosphate Res	1,608.00	10/24/2025	Check Sequence: 89 34-01-50940	ACH Enabled: False
	Check Total:	1,608.00			
Vendor: 2341 IRIS0000152668	T2 SYSTEMS CANADA INC Digital Iris Service 10/1/2025-10/31/2025	100.00	10/24/2025	Check Sequence: 90 41-01-63220	ACH Enabled: False
	Check Total:	100.00			
Vendor: 3595 243166 243831 244115	THE BREWER COMPANY TP 4636 YEL IL FD LF LTX 5 GL, Filter Bags Tp 4636 Yel IL TP 4636 YEL IL FD	1,785.86 566.12 1,132.24	10/24/2025 10/24/2025 10/24/2025	Check Sequence: 91 10-90-62600 10-90-62600 10-90-62600	ACH Enabled: False
	Check Total:	3,484.22			
Vendor: 1505 10012025	THE JORDAN GROUP Sept. public affairs, marketing, and public relatio	6,000.00	10/24/2025	Check Sequence: 92 10-01-51880	ACH Enabled: False
	Check Total:	6,000.00			
Vendor: 5313 1821	THOMAS HERRERA LANDSCAPING September vacant and foreclosed lots grass cuttir	780.00	10/24/2025	Check Sequence: 93 10-13-53000	ACH Enabled: False
	Check Total:	780.00			
Vendor: 3351 852612084	THOMSON REUTERS - WEST Monthly billing	261.15	10/24/2025	Check Sequence: 94 10-20-60560	ACH Enabled: False
	Check Total:	261.15			
Vendor: 5342	TRI-ANGLE SCREEN PRINT			Check Sequence: 95	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
147721	Uniform T-shirts	1,050.00	10/24/2025	10-30-40806	
	Check Total:	1,050.00			
Vendor: 2100	TWO JS INDUSTRIES			Check Sequence: 96	ACH Enabled: False
204895	Exterior masonry work on 9300 Belmont Ave	9,950.00	10/24/2025	34-01-89400	
204896	Exterior masonry work on 9535 Belmont Ave	24,175.00	10/24/2025	34-01-82810	
	Check Total:	34,125.00			
Vendor: 5041	ULINE SHIPPING SUPPLY SPECIALISTS			Check Sequence: 97	ACH Enabled: False
198543416	Station Supplies	881.71	10/24/2025	10-30-62030	
	Check Total:	881.71			
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 98	ACH Enabled: False
6122012541	ETSB Cell Phone Charges	467.33	10/24/2025	07-01-51200	
6122012542	911 portion of Village Cell Phones	1,606.90	10/24/2025	07-01-51200	
6124497173	Monthly Cell Phone Charges for VOFP General	1,825.09	10/24/2025	10-02-80300	
6124497173	Monthly Cell Phone Charges for Water Department	1,260.18	10/24/2025	34-01-80500	
6124497174	Mthly Parking Meter Charges for Metra Station -	72.14	10/24/2025	41-01-65000	
6124497175	Monthly Tablet Charges for Admin - September	100.10	10/24/2025	10-02-80300	
6124497175	Monthly Tablet Charges for Water Department -	156.13	10/24/2025	34-01-80500	
	Check Total:	5,487.87			
Vendor: 1379	VILLAGE AUTO BODY & TOWING			Check Sequence: 99	ACH Enabled: False
52707	Parts and Labor (Body Repair) #870	8,589.53	10/24/2025	10-20-50300	
	Check Total:	8,589.53			
Vendor: 0788	WENTWORTH TIRE SERVICE			Check Sequence: 100	ACH Enabled: False
40091707	Tire Repair Truck 2	63.00	10/24/2025	10-30-50110	
	Check Total:	63.00			
Vendor: 0209	ZIEBELL WATER SERVICE PRODUCTS			Check Sequence: 101	ACH Enabled: False
270668-000	6x6 PVC to PVC Sr Coupling, PVC CO Adapter	1,169.80	10/24/2025	34-02-63070	
	Check Total:	1,169.80			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 8239	ZIPPS CAR WASH, LLC			Check Sequence: 102	ACH Enabled: False
71170D7B-0014	Car Washes Sept 1 - Sept 30 (55 @ 3.00)	165.00	10/24/2025	10-20-50300	
	Check Total:	165.00			
	Total for Check Run:	1,424,375.44			
	Total of Number of Checks:	102			

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 10/15/2025 - 4:19PM
 Batch: 00414.10.2025



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 0891	SECRETARY OF STATE						
				338959	10/14/2025		
101425	151.00	10/14/2025	License plate renewal- ambulance			10-30-50100	
Total for Check	151.00						
Total for 0891	151.00						
Vendor: 4545	KCS COMPUTER TECHNOLOGY						
				338958	10/14/2025		
20531	13,010.40	10/14/2025	Down pymt for computers			10-02-80000	
Total for Check	13,010.40						
Total for 4545	13,010.40						
Vendor: 7523	WINGS AND TALONS						
				338957	10/10/2025		
100825	150.00	10/14/2025	Donation to speaker for Seminar			34-02-52000	
Total for Check	150.00						
Total for 7523	150.00						
Vendor: 7556	FIVE STAR ROOFING SYSTEMS INC						
				338828	10/02/2025		
1063168	29,797.50	10/14/2025	Final pymt for Roofing system			10-30-83000	
Total for Check	29,797.50						
Total for 7556	29,797.50						
Total Checks:	43,108.90						

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2526-R-____

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2025-2026
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

RESOLUTION NUMBER 2526-R-_____

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2025-2026
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 Village Clerk to effectively operate the Program.

Section 3. The Village Clerk 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, employees and attorneys 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 2025, 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 2025.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Program Guidelines

**VILLAGE OF FRANKLIN PARK
2025-2026 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 – include yourself.

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
2025-2026 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: Village Clerk.

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 participant 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 participant 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 allow the Village to attempt to address any discrepancies between the participant and contractor for billing purposes.
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

RESOLUTION

NUMBER 2526-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS AUTHORIZING AND APPROVING A COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT,
PROJECT NUMBER 2507-016 FOR PROGRAM YEAR 2025
(CROWN PARK STORMWATER IMPROVEMENTS PROJECT)**

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

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

RESOLUTION NUMBER 2526-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS AUTHORIZING AND APPROVING A COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT,
PROJECT NUMBER 2507-016 FOR PROGRAM YEAR 2025
(CROWN PARK STORMWATER IMPROVEMENTS PROJECT)**

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

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 recital is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. That the 2025 Community Development Block Grant Program Subrecipient Agreement, Project Number 2507-016, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in the amount of \$200,000.00 for the Crown Park Stormwater Improvements Project.

Section 3. That the Village President or Director of Community Development are hereby authorized and directed to execute and submit the Subrecipient Agreement, all understanding and assurances and the 2025 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project Number 2507-016.

Section 4. That the Village President or Director of Community Development are hereby

authorized and directed to execute any and all additional documents necessary to carry out the 2025 Community Development Block Grant Program for the Village.

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 2025, 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 2025.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

EXHIBIT A

CDBG Subrecipient Agreement

**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM
PROGRAM YEAR 2025
October 1, 2025 through September 30, 2026**



VILLAGE OF FRANKLIN PARK

**CDBG PY 2025
SUBRECIPIENT AGREEMENT**

PROJECT NUMBER:
2507-016

AWARD:
\$200,000

AWARDED TITLE:
**Crown Park Stormwater
Improvements Project**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of October 2025, the first day of the Program Year, by and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and **Village of Franklin Park**, a qualifying entity, (hereinafter referred to as the "Subrecipient");

WITNESSETH:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2025 through September 30, 2026, pursuant to said Act; and,

[SUBRECIPIENTS TO CHECK THE APPLICABLE BOX]

☐ WHEREAS, the Subrecipient is a Municipality and derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

☐ WHEREAS, the Subrecipient is a Township and derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

☐ WHEREAS, the Subrecipient is a Park District and derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

☐ WHEREAS, the Subrecipient is a Housing Authority and derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

☐ WHEREAS, the Subrecipient is an Intergovernmental Agency and derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; or

☐ WHEREAS, the Subrecipient is a Not-For-Profit Corporation and derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient, with a **MDD9XHF4N486** has elected to participate in the County's Community Development Block Grant ("CDBG") Program CFDA 14.218 under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the purpose described in the Subrecipient's Project Summary (including any special provisions) attached hereto as Exhibit "E" which includes a detailed description of the work, and has approved the Project s, a complete budget and schedule for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **2507-016**

NOW THEREFORE, the parties do hereby agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

2. Exhibits and Attachments.

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A")
2. Assurances (Exhibit "B")
3. Administrative Requirements (Exhibit "C")
4. Certificate of Lobbying (Exhibit "D")
5. Project Summary and Line-Item Budget (Exhibit "E")

Execution of this Agreement by the Subrecipient means agreement and compliance with the certifications, assurances and administrative requirements contained in Exhibits A - D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Procedures and Operations Guide, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and
2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;
3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

3. **Administrative Regulations and Compliance.**

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502; and
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.
- C. Administrative Requirements pursuant to Exhibit C.

4. **Agreement to Undertake the Project.**

The Subrecipient agrees to undertake the work and activities described herein and in its Project Summary (Exhibit E).

5. **Grant Award.**

The County hereby agrees to make a grant for a sum not to exceed the CDBG budget amount identified in Exhibit E. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for **2507-016** in accordance with the approved Project Summary (Exhibit E). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE AUTHORIZATION TO INCUR GRANT COSTS. CAPITAL IMPROVEMENT PROJECTS WILL ALSO RECEIVE A NOTICE TO PROCEED WHEN CONSTRUCTION CAN BEGIN.**

6. **Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.**

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process in compliance with 24 CFR 85.36(e). The construction shall be done by bonded contractors acceptable to the CDBG Program and must comply with the affirmative goal of using minority and women-owned businesses (MBE/WBE) which is currently set at 24% MBE and 10% WBE based upon the current County ordinance. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

7. **Compliance with Laws, Rules and Regulations; Performance Measurement Goals: and National Objectives**

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be subject to and comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found at 2 CFR Part 200. The Subrecipient shall be liable to the County in the same

manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements. **Additionally, the Subrecipient agrees to attend two (2) related County sponsored workshops and/or training sessions during the program year, as applicable. Failure to attend may subject the Subrecipient to non-compliance penalties under Paragraph 21.**

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas or individuals and that their performance and progress will be measured to that end. **Quarterly and Final performance reports** shall be due to the County at a date determined by the County. The Subrecipient is required to submit the final performance Report with the last payment request. The Subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding requests in jeopardy. **The County reserves the right to deny requests for future funding, part or in whole, due to the failure to comply with the stated rules and regulations.**

C. Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG funds must meet one of three national objectives:

1. Benefit low- and moderate-income people in the following categories;
 - a. Area benefit activities
 - b. Limited clientele activities
 - c. Housing activities
 - d. Job creation
2. Aid in the prevention or elimination of slum and blight; and
3. Meet an urgent need.

Subrecipient agrees that it will provide documentation to show the number of persons/households assisted, their characteristics, gender of single head of household, and the number of low- and moderate-income beneficiaries that were assisted. Written quantitative evidence that income qualifications were met is required to support the eligibility of this project, as applicable.

D. Subrecipient may assess reasonable fees for the use of the facilities or services associated with this project; however, such fees must not be excessive as to exclude low- and moderate-income persons from making use of the facilities or services. (24 CFR 570.200(b)(2)).

8. Conflict of Interest.

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;
2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;
3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract 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.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minutes of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

For the purposes of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict-of-interest provisions applies only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;
2. are in a position to participate in a decision-making process or gain inside information with regard to such activities;
3. may obtain personal or financial interest or benefit from the activity; or
4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 2 CFR Part 200 and 24 CFR Section 570.611, as applicable.

D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this Paragraph 8 in all contracts or subcontracts entered into pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to Paragraph 17 of this Agreement and may take any of the actions set out therein.

F. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611(C).

G. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

9. **Environmental Review Procedures: Authorization to Incur Grant Costs.**

The County and the Subrecipient shall adhere to the following schedule, as applicable.

- A. The County Planning and Development staff will undertake the required environmental review for the project.
- B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.
- C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, an "AUTHORIZATION TO INCUR GRANT COSTS".
- D. After issuance of the "AUTHORIZATION TO INCUR GRANT COSTS", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Procedures and Operations Guide, and, where necessary, the handbooks set out in Section 2.B. of this Agreement.

10. Lobbying:

The Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
- C. It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- D. Lobbying Certification

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

11. Hatch Act: Davis Bacon

- A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq.) and The Copeland "Anti-Kickback" Act, 18 U.S.C. 847, as supplemented in 29 CFR Part 5.

12. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

13. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

14. Environmental Conditions

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq;
- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as

amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Debris and Hazardous Substances

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it nor its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

15. **Time to Start Project; Time to Finish Project.**

A. The Subrecipient understands and agrees that all projects must be started within four (4) months from the date of the "Authorization to Incur Grant Costs" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "Authorization to Incur Grant Costs" is issued.

B. **Capital Improvement/Demolition.** The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Authorization to Incur Grant Costs" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Authorization to Incur Grant Costs; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Program Year for this award on September 30, 2026.**

16. **Records Maintenance.**

A. The Subrecipient shall maintain during the term of this contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but not be limited to, the following: records providing a full description of each activity being assisted with CDBG funds including its location and eligibility; a general ledger that supports the costs charged to the CDBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to necessitate such reviews and audits.

C. The Subrecipient agrees to comply with the records maintenance requirements set forth in 24 CFR 570.506 insofar as they apply to each activity undertaken.

17. **Return of Funds and Accounts Receivables; Expiration of Project.**

Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502;
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52;
- C. The requirements of 24 CFR Section 570.503 (b)(3) that any program income derived from the use of CDBG funds (including any investments thereof) on hand at the end of the term of the Agreement shall be returned or repaid to the County.

- D. The remedies for noncompliance and provisions on termination in accordance with 24 CFR part 200, subpart D.
- E. The requirements of 24 CFR 570.503(b)(7), Reversion of Assets, as modified by 24 CFR 570.501(b). Specifically, the Subrecipient shall ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:
 - (1.) used to meet one of the National Objectives set forth in 24 CFR 570.208, as may be amended or redesignated, for at least five (5) years after the date that Subrecipient is no longer considered by HUD to be a part of the County's urban county; or
 - (2.) if any such real property is not used in accordance with subsection (1.) above, Subrecipient shall pay the County an amount equal to the current market value of the property, less any portion of the value attributable to the expenditures of CDBG Funds for the acquisition of, or improvement to, the property. No payment to the County is required after the period of time described in subsection (1.) above.

18. Prohibition on Assignment or Transfer of Agreement or Funds.

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or that become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation, termination or suspension of funds, or of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 21 of this Agreement including any of the actions set out therein.

19. Blank Forms and Documents.

The Subrecipient shall, upon request of the County, submit any and all forms, documents, agreements and contracts to the County for review to determine compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

20. Obligation for Costs and Future Projects.

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

D. **The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 17 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.**

21. Indemnification.

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

22. Suspension or Termination of Agreement.

A. The Subrecipient agrees that, pursuant to 2 CFR Part 200 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may:
 - a. suspend or terminate this Agreement in whole or in part by written notice, and/or;
 - b. demand refund of any funds disbursed to Subrecipient;
 - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;

- d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
- e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- f. withhold further awards for the program;
- g. take other remedies legally available; or
- h. take appropriate legal action.

B. The County may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program pursuant to paragraph C.

C. The County may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion that the Subrecipient has, including but not limited to:

- 1. used or is using fraudulent, coercive or dishonest practices;
- 2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
- 3. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit E hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

D. The Subrecipient agrees that, pursuant to 2 CFR Part 200 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:

1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or

2. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Section 85.43 or 85.44(a).

E. The written notice given under any of the subparagraphs of this paragraph may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

23. Notice.

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE COUNTY: Ms. Susan M. Campbell, Director
Department of Planning and Development
69 W. Washington, 29th Floor
Chicago, IL 60602

TO THE SUBRECIPIENT: Mr. Barrett F. Pedersen, Mayor
Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, IL 60131-2763

The Subrecipient agrees that the County will be consulted in the planning of any events related to the project and provided reasonable notice regarding the timing of the events.

24. SIGNAGE

The Subrecipient shall prepare and erect appropriate signage to indicate the County's participation in the projects and the source of funds for the projects, subject to the prior approval of the County. Whenever projects receive funding from HUD, signage shall be consistent with criteria established by HUD. In general, this requirement is anticipated to apply to capital improvement and residential development projects. The Subrecipient will ensure that signs are prepared according to the requirements and specifications for signage set forth in the Cook County Community Development Block Grant Program Procedures and Operations Guide. The Subrecipient shall include such requirements and specifications in any bid documents with contractors who shall prepare and erect all signage according to such specifications.

25. Effective Date; Close Out of Grant.

This Agreement shall be effective as of the first day of October 2025 and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accordance with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

26. Binding Authority.

The individuals executing this AGREEMENT on behalf of the COUNTY and the SUBRECIPIENT represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this AGREEMENT.

27. Entire Agreement and Savings Clause.

A. This AGREEMENT sets forth all the covenants, conditions and promises between the COUNTY and the SUBRECIPIENT with regard to the matters set forth herein, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

B. If any provision of this AGREEMENT, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]

COUNTY OF COOK:

BY: _____
Dir. of Dept. of Planning and Development (Signature) Printed Name Date
County of Cook

Approved as to Form: _____
Assistant State's Attorney (Signature) Printed Name Date

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed Name) Date

Subrecipient Seal:

Approved as to Form: _____
Subrecipient Attorney (Signature) Subrecipient Attorney (Printed Name) Date

ATTACH: Exhibits
Resolution

EXHIBIT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the Community Development Block Grant Program of the County of Cook and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the United States Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, national origin, ancestry, marital status, handicap or unfavorable discharge from military service, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient agrees that it will not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

The Subrecipient shall comply with the following requirements:

- (1) The requirements of Title VIII of Civil Rights Act of 1968, 42 U.S.C. 3601-3619 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2002d) and implementing regulations issued at 24 CFR Part 1, as amended.
- (2) The prohibitions against discrimination on the basis of age under the Age Discrimination in Employment Act of 1975 (42 U.S.C. 6101-6107); the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8; and the prohibitions against discrimination against those with disabilities under the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq.).
- (3) The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR Part 135, as amended from time to time.

- (4) The requirements of Executive Orders 11625, 12432, and 1 2138. Consistent with HUD's responsibilities under these Orders, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.
- (5) The Illinois Human Rights Act (775 ILCS 5/1-101, et seq.).

The Subrecipient further agrees to the following:

- (6) It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work, provided, however, that if the Subgrantee so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract.
- (7) It will assist and cooperate actively with the County or HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of Housing and Urban Development, State of Illinois, and the County.
- (8) It will furnish the County or HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County or HUD in the discharge of primary responsibility for securing compliance.
- (9) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD.
- (10) In the event that it fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, or may refer the case to HUD or other appropriate agency for appropriate legal proceedings.
- (11) It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

- (12) Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations.

EXHIBIT B
ASSURANCES

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also, the Subrecipient gives assurances and certifies with respect to the grant that, if applicable:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;

It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston- Gonzalez National Affordable Housing Act.

- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee

under Section 108 of the Housing and Community Development Act of 1974, as amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
 - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
 - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
 - 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
 - 3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended
 - 4. Section 3 of the Housing and Urban Development Act of 1968, as amended. All Section 3 covered contracts shall include language applying Section 3 requirements for a Section 3 project, including, but not limited to the following:
 - a. Employment and training.
 - i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - ii. Where feasible, priority for opportunities and training described in paragraph a. i. of this section should be given to:

1. Section 3 workers residing within the service area or the neighborhood of the project, and;
 2. Participants in YouthBuild programs.
- b. Contracting.
- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - ii. Where feasible, priority for contracting opportunities described in paragraph b. i. of this section should be given to:
 1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 2. YouthBuild programs.
- c. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
- d. Section 3 requirements shall apply to all contractors, as well as all subrecipient agreements and contracts for a Section 3 project.
- e. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual obligations or other impediment that would prevent them from complying with the part 75 regulations.
- f. The contractor agrees to include in any contract or agreement language to apply Section 3 to any and all subcontractors. All subrecipients, contractors, and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts. All contractors and subcontractors must meet the requirements of §75.9, regardless of whether Section 3 language is included in contracts.
5. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

6. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
7. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
8. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential anti-displacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;
9. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
11. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
12. The regulations, policies, guidelines and requirements of 24 CFR Part 570, and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally- assisted program, and as amended from time to time;
13. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.);
14. The Build America, Buy America Act (BABA), enacted on November 15, 2021, as part of the Infrastructure Investment and Job Act (IIJA), Pub. L. 117-58. The Act establishes a domestic content procurement preference ("Buy America Preference" or "BAP") for federal infrastructure programs. Steps developed by HUD must be implemented to ensure that the iron, steel, manufactured products, and construction materials used in a project are produced in the United States.

CDBG funds awarded under the Agreement are subject to the provisions of the Act, 41 U.S.C. 8301-8305. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.

- J. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.
- K. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.
- L. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 570.609, as applicable.
- M.
 - 1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.
 - 2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- N. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

EXHIBIT C
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 570 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

3. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

5. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Performance Reports

The Subrecipient shall submit Performance Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) Shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 570.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value

attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

If applicable to the Project, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

EXHIBIT D

CERTIFICATE REGARDING LOBBYING
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COUNTY OF COOK

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperation agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction contemplated in the Community Development Block Grant Program SUBRECIPIENT AGREEMENT bearing this same date ("Subrecipient Agreement") was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed) Date

Subrecipient Seal:



EXHIBIT E - PROJECT SUMMARY

2025 Program Year: October 1, 2025 through September 30, 2026

Project Manager Lesa Carey

SUBRECIPIENT **VILLAGE OF FRANKLIN PARK**

ADDRESS 9500 West Belmont Avenue CITY Franklin Park ZIP 60131-2763

Tom McCabe (847) 671-8304 (847) 671-6015 tmcabe@vofp.com
PROGRAM MANAGER PHONE FAX E-MAIL

PROJNUM IDIS No. PROJECT TITLE
2507-016 Stormwater Retention
Crown Road Stormwater Improvements Project

Account #:
9428225-580170.100

Eligibility Citation Award Amount Additional Amount Total Budget Summary
\$200,000 \$200,000

Award Match Match_Source_1
\$150,000.00 General Funds
Award Match2 Match_Source_2

SUMMARY PROJECT DESCRIPTION: Stormwater Mitigation

Eligibility:

LMI

- ☐ Does Not Apply
☒ Area Benefit
☐ Limited Clientele

- ☐ Housing Activity
☐ Job Creation/Retention

Slum Blight

- ☒ Does Not Apply
☐ Area
☐ Spot

Is Acquisition Required?

- ☐ Yes
☒ No

Census Tracts

Block Groups

L/M Income %

8117.01

2

72.70%

NARRATIVE:

Awarded Location

Crown Road from Houston Street to 2900 block of Jill St. Franklin Park, IL.

AWARDED Project Description

The Crown Park Stormwater Improvements Project will provide underground stormwater detention and a public park for a residential area that has issues with severe flooding during heavy rain fall event

Note: The environmental review requirement must be cleared by the County in accordance with 24 CFR 58.22 prior to the incurrence of costs on activities that would limit the choice of reasonable alternatives. The County has no obligation to fund this Project until the County has cleared the environmental review requirement and issued an Authorization to Incur Grant Costs to the Subrecipient.

Specific Anticipated Accomplishments

This system will help reduce flood risk and improve local water quality by directing runoff from Crown Road into a series of inlets and underground pipes through gradual infiltration into the ground or controlled release into the municipal storm sewer system. This process will reduce surface flooding and alleviate strain on existing drainage infrastructure. The site will be transformed into a pocket park with tree canopy, providing shade and green space for the community.

Environmental Review

Amendment

Amendment Date

Project Manager

Lesa Carey

PROJECT COMPLETION SCHEDULE

Month 1

Excavate park area and install storm trap

Month 2

Install storm sewer on Crown Rd. from Jill St. to the intersection of Crown Rd. and Houston St.

Month 3

Construct pocket park and amenities, outdoor seating, canopy and trees.

Month 4

Landscape restoration and site clean-up.

Month 5

Month 6

PROJECT COMPLETION SCHEDULE

Month 7

Month 8

Month 9

Month 10

Month 11

Month 12

STAFF SALARIES

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

<u>NAME AND POSITION</u>	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
N/A					
TOTAL SALARIES:	\$0		\$0	\$0	\$0

REMINDER
NO CDBG FUNDS MAY BE USED FOR FRINGE BENEFITS OR TAXES.

LINE ITEM BUDGET

PROJECT ACTIVITY:

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	200,000	648,450	848,450
Single-Family Rehabilitation			
Economic Development			
Demolition/Clearance			
Acquisition			
Relocation			

TOTAL PROJECT ACTIVITY: \$200,000.00 \$648,450.00 \$848,450.00

Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.

PROJECT DELIVERY: (You are encouraged to use CDBG Funds for salaries only.)

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	N/A		
Office Rent/Utilities			
Postage			
Printing (Rental Equipment)			
Publication/Notices			
Project Travel @ \$.70 per mile <u>OR</u> current IRS rate.			
Other: _____			
Other: _____			

Professional Services: (Need to be Procured if using CDBG Funds.)

Architect			
Engineering	0	100,000	100,000
Legal			
Accounting (except Single Audit)			
Other: _____			
Other: _____			

TOTAL PROJECT DELIVERY: \$0 \$100,000.00 \$100,000.00

CDBG Grand Total	Match Grand Total	GRAND TOTAL ALL
\$200,000.00	\$648,450	\$848,450

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-VC-_____

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, AMENDING SECTIONS 9-2-3, 9-9-3, 9-10-3, AND 9-10-4 OF THE ZONING
CODE REGARDING CAR WASHES, FENCES, AND WATER FEATURES
(ZBA: 25-16)**

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

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

ORDINANCE NUMBER 2526-VC- _____

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, AMENDING SECTIONS 9-2-3, 9-9-3, 9-10-3, AND 9-10-4 OF THE ZONING
CODE REGARDING CAR WASHES, FENCES, AND WATER FEATURES
(ZBA: 25-16)**

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

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

WHEREAS, a text amendment application, ZBA 25-16, has been submitted by the Village requesting an amendment to Sections 9-2-3, 9-9-3, 9-10-3, and 9-10-4 of the Zoning Code regarding car washes, fences, and water features (the “*Proposed Amendment*”); and

WHEREAS, the Zoning Board of Appeals held a public hearing on October 1, 2025, as to whether the Proposed Amendment should be approved, at which time all persons present were afforded an opportunity to be heard; and

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

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

duly considered said findings of fact and recommendations; and

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

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

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

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

Section 3. Section 9-2-3 (“*Definitions*”) of Chapter 2 (“*Definitions*”) of Title 9 (“*Zoning Ordinance*”) is hereby amended by deleting the stricken language and inserting the underlined language as follows:

9-2-3. – Definitions.

The following are definitions of terms used throughout this Ordinance.

* * *

Permanent water feature/pool. Any outdoor above or below ground swimming pool, hot tub, spa, pond, or other water feature of two (2) feet of depth or greater.

* * *

Section 4. Section 9-9-3 (“*Principal Use Standards*”) of Chapter 9 (“*Uses*”) of Title 9 (“*Zoning Ordinance*”) is hereby amended by deleting the stricken language and inserting the underlined language as follows:

9-9-3. – Principal use standards.

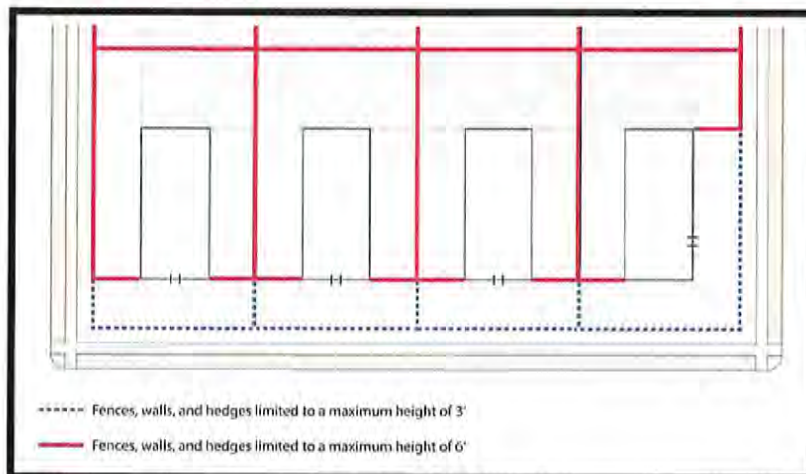
* * *

E. Car wash.

1. Car washes must be screened along the interior side and rear lot lines with a solid fence or wall, a minimum of six (6) feet and a maximum of eight (8) feet in height. Shrubs, flowers, and trees must be utilized, with plantings facing towards the interior of the lot.
2. The building containing the car wash must not be located within two hundred (200) feet of a residential district, measured from the nearest residential district lot line to the building. However, if the only residential district lot line within that distance is located on the opposite side of Grand Avenue or Mannheim Road, this restriction shall not apply.
3. Six (6) stacking spaces or four (4) stacking spaces per car wash kiosk or bay, whichever is greater, are required.
4. Development proposals must include architectural features, landscaping, or other design elements which benefit and preserve the character of the community.
5. Development proposals must include an environmental impact and traffic study.

* * *

Section 5. Subsection 9-10-3(G)(2) ("*Fences, Hedges, and Walls*") of Section 9-10-3 ("*Accessory Structures and Uses*") of Chapter 9 ("*Site Development Standards*") of Title 9 ("*Zoning Ordinance*") is hereby amended by deleting the existing graphic in its entirety and replacing it with the following:



Section 6. Table 10-1 of Section 9-10-4 (“*Permitted Encroachments*”) of Chapter 10 (“*Site Development Standards*”) of Title 9 (“*Zoning Ordinance*”) is hereby amended by deleting the stricken language and inserting the underlined language as follows:

9-10-4. – Permitted encroachments.

An encroachment is the extension or placement of an accessory structure or architectural feature into a required setback. Permitted encroachments are indicated in Table 10-1: Permitted Encroachments into Required Setbacks.

* * *

Table 10-1: Permitted Encroachments Into Required Setbacks Y= Permitted // N= Prohibited Max. = Maximum // Min. = Minimum				
	Front Setback	Corner Side Setback	Interior Side Setback	Rear Setback
* * *				
<u>Permanent Water Feature/Pool</u> <i>Enclosed by a building or solid fence at least 4' in height.</i> <i>No min. setback from decks</i> <i>Prohibited in front yard and corner side yard</i>	N	N	Y	Y
* * *				

Section 7. All sections of the Franklin Park Zoning Ordinance not addressed in this Ordinance, or another amending ordinance shall remain in full force and effect.

Section 8. 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 9. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10. 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 2025 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 2025.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-VC-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AMENDING SECTION 6-6E-1 OF THE
VILLAGE CODE PROHIBITING LEFT TURNS FROM GRAND
AVENUE TO SOUTHBOUND OAK STREET**

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

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

ORDINANCE NUMBER 2526-VC- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AMENDING SECTION 6-6E-1 OF THE
VILLAGE CODE PROHIBITING LEFT TURNS FROM GRAND
AVENUE TO SOUTHBOUND OAK STREET

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 health, safety, and welfare of the residents of the Village to prohibit the turning of a vehicle at the intersection herein specified in accordance with 625 ILCS 5/11-208.

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 6-6E-1 (*“Left Turns Restricted”*) of Article E (*“Turning Regulations”*) of Chapter 6 (*“Traffic Schedules”*) of Title 6 (*“Motor Vehicles and Traffic”*) of the Village Code of Franklin Park is hereby amended by adding the underlined language to read, as follows:

6-6E-1. – Left turns restricted.

- (a) It shall be unlawful for the operator of any vehicle to make a right turn within the periods specified at the following intersection:

Street	Area of Restriction	Time
<u>Grand Avenue</u>	<u>Southbound at Oak Street</u>	<u>Between the hours of 7:00 A.M. to 9:00 A.M. and between the hours of 3:00 P.M. to 6:00 P.M., except that a left turn shall be permitted during such hours on Saturdays, Sundays and legal holidays or except that a left turn shall be permitted during such hours for Franklin Park Residents</u>

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 2025, 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 2025.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-VC-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AMENDING SECTION 6-6E-2 OF THE
VILLAGE CODE PROHIBITING RIGHT TURNS FROM GRAND
AVENUE TO SOUTHBOUND OAK STREET**

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

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

ORDINANCE NUMBER 2526-VC- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AMENDING SECTION 6-6E-2 OF THE
VILLAGE CODE PROHIBITING RIGHT TURNS FROM GRAND
AVENUE TO SOUTHBOUND OAK STREET

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 health, safety, and welfare of the residents of the Village to prohibit the turning of a vehicle at the intersection herein specified in accordance with 625 ILCS 5/11-208.

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 6-6E-2 (*“Right Turns Restricted”*) of Article E (*“Turning Regulations”*) of Chapter 6 (*“Traffic Schedules”*) of Title 6 (*“Motor Vehicles and Traffic”*) of the Village Code of Franklin Park is hereby amended by adding the underlined language to read, as follows:

6-6E-2. – Right turns restricted.

- (a) It shall be unlawful for the operator of any vehicle to make a right turn within the periods specified at the following intersection:

Street	Area of Restriction	Time
<u>Grand Avenue</u>	<u>Southbound at Oak Street</u>	<u>Between the hours of 7:00 A.M. to 9:00 A.M. and between the hours of 3:00 P.M. to 6:00 P.M., except that a right turn shall be permitted during such hours on Saturdays, Sundays and legal holidays or except that a right turn shall be permitted during such hours for Franklin Park Residents</u>

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 2025, 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 2025.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G-__

**AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW
REMOVAL SERVICES BY AND BETWEEN BIG JIM 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

ORDINANCE NUMBER 2526-G- __

**AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW
REMOVAL SERVICES BY AND BETWEEN BIG JIM 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, Big Jim Inc. (the "*Big Jim*") 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 2025-2026 Snow Removal Program for Elderly and Disabled Residents (the "*Program*"); and

WHEREAS, Big Jim 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. That the Agreement to Contract for Snow Removal Services by and between the Village of Franklin Park, Cook County, Illinois and Big Jim (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 Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village Clerk or Village Attorney, the execution thereof by

the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees 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 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 2025, 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 2025.

 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 2025-2026 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. SCOPE OF SERVICES

- 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: Village Clerk

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 2026.

(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 _____ 2025.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2025.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-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

ORDINANCE NUMBER 2526-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 2025-2026 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. That 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 Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village Clerk or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees 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 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 2025, 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 2025.

 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 2025-2026 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. SCOPE OF SERVICES

- 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 agree 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 foregoing 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: Village Clerk

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 2026.

(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 _____ 2025.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2025.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK APPROVING
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COOK COUNTY
EMERGENCY TELEPHONE SYSTEM BOARD AND THE VILLAGE OF
FRANKLIN PARK FOR DISTRIBUTION OF 911 SURCHARGE FUNDS**

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

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

ORDINANCE NUMBER 2526-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK APPROVING
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COOK COUNTY
EMERGENCY TELEPHONE SYSTEM BOARD AND THE VILLAGE OF
FRANKLIN PARK FOR DISTRIBUTION OF 911 SURCHARGE FUNDS**

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 contract for the performance of governmental services, activities, or undertakings; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") find that it is in the best interest of the Village to approve the Intergovernmental Agreement for the Distribution of 911 Surcharge Funds with the Cook County Emergency Telephone System Board.

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 between the Cook County Emergency Telephone System Board and the Village of Franklin Park for Distribution of 911 Surcharge Funds (the "*Intergovernmental 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 Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Director of Police or the Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Intergovernmental Agreement and this Ordinance to complete satisfaction of the provisions, terms or conditions stated therein.

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 2025, 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 2025.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD
AND
THE VILLAGE OF FRANKLIN PARK
(Distribution of 911 Surcharge Funds)**

This Intergovernmental Agreement ("Agreement") is entered into by and between the Cook County Emergency Telephone System Board ("ETSB") and the Village of Franklin Park ("Village") (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the ETSB operates the Cook County 9-1-1 system ("County 9-1-1 System") in unincorporated areas of Cook County and certain municipalities; and

WHEREAS, the State of Illinois has enacted the Emergency Telephone System Act, 50 ILCS 750/20, *et seq.* ("Act") which enables a county to impose a surcharge on billed subscribers of network connections provided by telecommunications carriers at a rate per network connection in order to implement and maintain a 911 Emergency Telephone System ("Surcharge Funds"); and

WHEREAS, pursuant to 50 ILCS 15.4(a)(2), the Village has requested that it be included in the County 9-1-1 System and the ETSB has agreed to accept the Village into the County 9-1-1 System; and

WHEREAS, the consolidation of the Village with the Cook County ETSB has been approved by the Illinois State Police and is effective as of _____, 20__; and

WHEREAS, the ETSB receives the Surcharge Funds allocated for each member of the ETSB from the Illinois State Police and the Village has agreed to use a specified percentage of those Surcharge Funds to reimburse the ETSB for the use of the County 9-1-1 System including 9-1-1 Center operations and technology; and

WHEREAS, the Village and ETSB have agreed that fifty percent (50%) of the Village's Surcharge Funds shall be forwarded by the ETSB to the Cook County Sheriff's Office for the payment of a portion of the Village's dispatch costs payable to the Sheriff's Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth herein.

2. TERM

The term of this Agreement shall commence once approved by the Statewide 9-1-1 Administrator ("Effective Date") and shall continue so long as Village is a member of the ETSB ("Term").

3. TERMINATION

During the Term, either Party may terminate this Agreement upon ninety (90) days written notice to the other Party.

4. DISTRIBUTION OF SURCHARGE FUNDS

The Parties agree that 50% of the Village's Surcharge Funds shall be paid by the ETSB, on behalf of the Village, to the Cook County Sheriff's Office ("Sheriff") to reimburse the Sheriff for dispatch services pursuant to an Intergovernmental Agreement between the Village and the Sheriff dated January 25 2024, and the remaining 50% of the Village's Surcharge Funds will constitute reimbursement to the ETSB for the support of the 9-1-1 Center's operations and technology ("ETSB Reimbursement"). The ETSB shall make such reimbursement payments quarterly based on the ETSB's fiscal year with any partial year prorated based on the number of days this Agreement has been in effect for that year. The Parties agree that in the event the Illinois State Police or the State of Illinois fail to distribute the Surcharge Funds to the ETSB, for any reason whatsoever, then the ETSB shall withhold reimbursement of the Village's Surcharge Funds to both the Sheriff and ETSB until such time as the Surcharge Funds are distributed to the ETSB by the Illinois State Police or the State of Illinois.

5. INDEMNIFICATION

The Village agrees to indemnify, defend, save and hold the ETSB and its agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any employee of Village pursuant to this Agreement or by any member of the public arising out of any negligent act or omission of Village and/or its agents, officers, or employees in the performance of this Agreement. The ETSB shall be responsible for the acts of its agents, officers, or employees in the performance of this Agreement.

6. DISPUTE RESOLUTION

In the event of a dispute between the Village and the ETSB concerning this Agreement, each shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the Village's General Counsel and the ETSB's Attorney are responsible for promptly resolving the dispute in good faith and in a cooperative manner.

7. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder.

If to the ETSB:

Cook County Emergency Telephone System Board
9511 W. Harrison Street
Des Plaines, Illinois 60016
Attn: Executive Director

If to the Village:

Village of Franklin Park
Attn: _____
9500 Belmont Ave.
Franklin Park, IL 60131

8. **GENERAL**

- A. Compliance with Laws. The Parties shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.
- B. Counterparts This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.
- D. Entire Agreement; Modification. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior Agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.
- E. Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- F. Conflicts. This Agreement shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the properly authorized officials on the day and year written below.

Cook County Emergency Telephone System Board

Martin Bennett
Executive Director

Dated: _____

Village of Franklin Park

Name: _____
Title: _____

Dated: _____

Attest:

Village Clerk

Dated: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK APPROVING
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK,
ON BEHALF OF THE COOK COUNTY SHERIFF'S OFFICE AND THE VILLAGE OF
FRANKLIN PARK FOR EMERGENCY SERVICES DISPATCHING SERVICES**

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

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

ORDINANCE NUMBER 2526-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK APPROVING
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK,
ON BEHALF OF THE COOK COUNTY SHERIFF'S OFFICE AND THE VILLAGE OF
FRANKLIN PARK FOR EMERGENCY SERVICES DISPATCHING SERVICES**

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 contract for the performance of governmental services, activities, or undertakings; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") find that it is in the best interest of the Village to approve the Intergovernmental Agreement for Dispatching Services with the County of Cook.

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 between the County of Cook, on Behalf of the Cook County Sheriff's Office and the Village of Franklin Park for Emergency Services Dispatching Services (the "*Intergovernmental 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 Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Director of Police or the Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Intergovernmental Agreement and this Ordinance to complete satisfaction of the provisions, terms or conditions stated therein.

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 2025, 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 2025.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF COOK, ON BEHALF OF
THE COOK COUNTY SHERIFF'S OFFICE
AND THE VILLAGE OF FRANKLIN PARK**

This Intergovernmental Agreement ("IGA") is entered into by and between the County of Cook ("County") on behalf of the Cook County Sheriff's Office ("CCSO") and the Village of Franklin Park ("Franklin Park"), (each a "Party", collectively, the "Parties"), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10, and The Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

I. RECITALS

WHEREAS, the Cook County Emergency Telephone Systems Board ("Cook ETSB") operates the Cook County 9-1-1 System ("9-1-1 System") in the unincorporated areas of Cook County and certain municipalities; and

WHEREAS, the CCSO processes 9-1-1 calls and provides other services for the 9-1-1 System, including call taking, dispatching, and radio monitoring; and

WHEREAS, the budget for the CCSO, through the Annual Appropriation Bill adopted by the County Board, currently funds the salary and benefits for in excess of sixty employees who currently staff the 9-1-1 System's communication center; and

WHEREAS, Franklin Park has conducted its dispatch activity via Norcomm Public Safety Communications, Inc., but is required to consolidate dispatch services with another emergency telephone systems board; and

WHEREAS, Franklin Park desires to obtain the CCSO's 9-1-1 System dispatching services for the Franklin Park Police Department ("Franklin Park PD") and the Franklin Park Fire Department ("Franklin Park FD"), and agrees to reimburse the CCSO for providing said services pursuant to this IGA; and

WHEREAS, the CCSO agrees to provide 9-1-1 System dispatching/monitoring services to Franklin Park PD and Franklin Park FD twenty-four (24) hours per day, seven (7) days per week; and

WHEREAS, the County, the CCSO and Franklin Park seek to enter into this IGA where the CCSO will provide dispatch services to the Franklin Park PD and Franklin Park FD.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth.

III. GENERAL PROVISIONS

- A. Term:** The term of this IGA shall begin on upon full execution by all Parties ("Effective Date") and shall continue for five (5) years from the Effective Date ("Termination Date").

B. Termination: Either the CCSO or Franklin Park may terminate this IGA at any time after the first three (3) months of the Term upon three hundred and sixty-five (365) days written notice.

C. Roles and Responsibilities:

- 1) The CCSO agrees to provide 9-1-1 System dispatching services to Franklin Park for the Franklin Park PD and Franklin Park FD twenty-four (24) hours per day, seven (7) days per week. Franklin Park PD and Franklin Park FD dispatch will be done on a Cook County 800 mhz frequency.
- 2) Franklin Park will adhere to current 9-1-1 System procedures covering radio use, officer safety, and firefighter safety practices mandated by the CCSO, a copy of which has been provided to Franklin Park.

D. Operational Reimbursement

- 1) Franklin Park agrees to reimburse the CCSO for services provided under this IGA on a monthly basis, with the first invoice being sent prior to commencement of services, for all personnel and operational costs associated with this IGA, including but not limited to costs associated with any additional positions necessary for performance of services ("CCSO Reimbursements"). The CCSO Reimbursements shall take place in accordance with the following schedule, with any partial year prorated based on the number of days the IGA has been in effect for that year:

1st year of service - \$691,539.00
2nd year of service - \$719,201.00
3rd year of service - \$747,969.00
4th year of service - \$777,887.00
5th year of service - \$809,003.00

- 2) CCSO will send Franklin Park a monthly invoice for one-twelfth of that year's annual payment amount. Payment to the CCSO will be due within thirty (30) days of receipt of invoice. The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*) will apply to all payments due under this IGA.

E. Late Payment; Audit Rights: If Franklin Park fails to make the payment(s) required by Section III.D, above, for two (2) or more consecutive months, Franklin Park shall give the CCSO full access to all Franklin Park's finances to determine if such non-payment is due to insufficient financial resources. If such non-payment is due to insufficient financial resources, the Parties to this IGA shall negotiate in good faith a new monthly fee. If, in the sole discretion of the CCSO, the non-payment is not due to insufficient financial resources, Franklin Park shall have thirty (30) days to cure any default in payment and become current on the outstanding amount. If Franklin Park fails to cure its nonpayment, the CCSO shall provide Franklin Park with a notice of its intent to terminate this IGA at least thirty (30) days prior to termination of the IGA. If either Party files a lawsuit related to the non-payment of fees, the CCSO shall continue to provide the services in this IGA until the lawsuit is resolved.

IV. INDEMNIFICATION AND INSURANCE

- A. Except as to liabilities, claims, demands or suits arising out of any negligent act or omission of the County and/or the CCSO, or their respective elected officials, officers, agents or employees,

Franklin Park agrees to indemnify, defend, save and hold, to the maximum extent permitted by law, the County and the CCSO, and their respective Commissioners, agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any employee of Franklin Park pursuant to this IGA or member of the public arising out of any negligent act or omission of Franklin Park and/or its agents, officers, or employees in the performance of this IGA.

- B. The County shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.
- C. The Parties each acknowledge and represent that they are presently insured through insurance with a financially sound and reputable insurance company, self-insurance or risk pooling agreement in such amounts and covering such risks as the Parties reasonably believe are sufficient for their performance under this IGA.
- D. Nothing in this IGA shall constitute a waiver of any privileges, defenses, or immunities that any Party to this IGA may have under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 *et seq.*, with respect to any claim brought by a third party.

V. DISPUTE RESOLUTION

In the event of a dispute between Franklin Park and the CCSO concerning this IGA, each shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the CCSO's General Counsel and Franklin Park's General Counsel are responsible for promptly resolving the dispute in good faith and in a cooperative manner.

VI. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder

If to the CCSO:

Cook County Sheriff's Office
Attn: General Counsel
50 West Washington, Ste. 704
Chicago, Illinois 60602

If to Franklin Park:

Village of Franklin Park
Attn: Barrett F. Pedersen, Mayor
9500 Belmont Avenue
Franklin Park, IL 60131

VII. MISCELLANEOUS

- A. **Compliance with Laws.** The Parties shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this IGA.
- B. **Counterparts.** This IGA may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- C. **Governing Law and Venue.** This IGA shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this IGA, each Party hereto agrees to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this IGA.
- D. **Entire Agreement; Modification.** This IGA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This IGA may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.
- E. **Severability.** If any term of this IGA or any application thereof is held invalid or unenforceable, the remainder of this IGA shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- F. **Conflicts.** This IGA shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County of Cook, and the Village of Franklin Park have caused this IGA to be executed.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

Toni Preckwinkle
President, Cook County Board of Commissioners

ATTEST:

Monica Gordon
Cook County Clerk

Dated: _____

ACKNOWLEDGED:

Thomas Dart
Cook County CCSO

Approved as to form:

Assistant State's Attorney

VILLAGE OF FRANKLIN PARK EXECUTION: The undersigned, on behalf of the Village of Franklin Park, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

Barrett F. Pedersen, Mayor
Village of Franklin Park

Dated: _____

ATTEST:

April Arellano, Village Clerk
Village of Franklin Park

Dated: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK
APPROVING THE COOK COUNTY EMERGENCY TELEPHONE
SYSTEM BOARD HANDHELD PORTABLE RADIOS AGREEMENT**

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

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

ORDINANCE NUMBER 2526-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK
APPROVING THE COOK COUNTY EMERGENCY TELEPHONE
SYSTEM BOARD HANDHELD PORTABLE RADIOS AGREEMENT**

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 contract for the performance of governmental services, activities, or undertakings; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") find that it is in the best interest of the Village to approve the Handheld Portable Radios Agreement with the Cook County Emergency Telephone System Board.

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 Cook County Emergency Telephone System Board Handheld Portable Radios Agreement (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 Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Director of Police or the Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Agreement and this Ordinance to complete satisfaction of the provisions, terms or conditions stated therein.

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 2025, 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 2025.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Agreement

**COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD
HANDHELD PORTABLE RADIOS AGREEMENT**

This Agreement ("Agreement") is entered into by and between the Cook County Emergency Telephone System Board ("ETSB") and the Village of Franklin Park ("Municipality") (collectively the "Parties").

RECITALS

WHEREAS, this Agreement is entered into by the Parties pursuant to the provisions of Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorizes public agencies, including units of local government, to jointly enjoy or exercise powers, privileges, functions or authority with other public agencies, except where specifically prohibited by law; and

WHEREAS, ETSB operates the Cook County 9-1-1 System in unincorporated areas of Cook County and certain municipalities; and

WHEREAS, Municipality is part of the Cook County 9-1-1 System; and

WHEREAS, in the interest of furthering public safety, ETSB has agreed to provide handheld portable radios to Municipality in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements set forth herein, the Parties hereby agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated into and made a part of this Agreement by reference as if fully set forth herein.

2. TERM

This Agreement shall become effective when fully executed by all Parties and will commence on the date of execution of the last signatory to this Agreement ("Commencement Date"). This Agreement shall continue thereafter until terminated by either of the Parties hereto in accordance with the terms of this Agreement.

3. TERMINATION

Either Party may terminate this Agreement for any reason or no reason upon thirty (30) days written notice to the other Party.

4. HANDHELD PORTABLE RADIOS

ETSB hereby agrees to provide Municipality with handheld portable radios ("Radios") at no charge for public safety purposes in accordance with the terms and conditions of this Agreement. Municipality shall have no right to transfer, assign, sublease or confer any rights or benefits with respect to the use of the

Radios to any third party without the written permission of the Executive Director of the ETSB, which permission may be withheld or revoked in the sole discretion of the Executive Director.

5. RESPONSIBILITIES

a. Maintenance and Repair. ETSB is covered by a maintenance warranty for the Radios for five (5) years from the date of purchase. ETSB will engage vendor support, when needed upon written notification from Municipality, for maintenance and repair related to normal use of the Radios.

b. Damage and Loss. In the event any of the Radios are damaged or lost, whether due to theft, casualty or any other event, Municipality shall be responsible for reimbursing ETSB for the replacement cost of each lost or damaged Radio. Municipality must notify ETSB as soon as practicable after it becomes aware of such loss or damage to any Radio and agrees to reimburse ETSB for the replacement cost of the Radio within thirty (30) days after ETSB advises Municipality of the actual replacement cost.

6. INDEMNIFICATION

Municipality agrees to indemnify, defend, save and hold the ETSB and the County of Cook, and their respective Commissioners, agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any employee of the Municipality pursuant to this Agreement or member of the public arising out of any negligent act or omission of the Municipality and/or its agents, officers, or employees in the performance of this Agreement. Nothing herein shall waive any immunities the Municipality may assert in response or defense of any such claims. The ETSB shall be responsible for the acts of its agents, officers, or employees in the performance of this agreement.

7. DISPUTE RESOLUTION

In the event of a dispute between the ETSB and the Municipality concerning this Agreement, each shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the ETSB's attorney and the Municipality's attorney are responsible for resolving the dispute in good faith and in a cooperative manner. In the event the Parties are not able to resolve any dispute, each Party retains all rights and remedies at law or in equity.

8. AUDITS AND RECORDS

Municipality shall maintain, for a minimum of five (5) years after the termination of this Agreement, adequate books, records and supporting documentation to verify the recipients and uses of the Radios provided to Municipality pursuant to this Agreement. All books, records, and supporting documentation shall be available for review and audit by the Cook County Auditor. The Municipality agrees to cooperate fully with any audit conducted by an auditor and to provide full access to all relevant materials.

9. MISCELLANEOUS

a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties as if they too were parties to this Agreement.

b. Severability. The invalidity of any provisions of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a

court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.

- c. Governing Law and Venue. This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois. If there is a lawsuit under this Agreement, each Party hereto agrees to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.
- d. Compliance with Laws. The Parties shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.
- e. Amendment. This Agreement contains the entire agreement of the Parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of all Parties hereto duly adopted as required by law. This Section shall not be interpreted to preclude or limit however, the amendment or modification of regulations, procedures or policies established by the parties.
- f. Notice. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder.

Cook County Emergency Telephone System Board

Attn: ETSB Executive Director
9511 W. Harrison
Des Plaines, IL 60016

Village of Franklin Park

Attn: _____
9500 Belmont Ave.
Franklin Park, IL 60131

- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on this day and year as set forth below.

COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

By: _____
Martin Bennett
Executive Director

Date: _____

VILLAGE OF FRANKLIN PARK

By: _____
Name: _____
Title: _____

Date: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK
APPROVING A COOK COUNTY EMERGENCY TELEPHONE SYSTEM
BOARD AGREEMENT FOR MOBILE DEVICE TERMINALS**

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

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

ORDINANCE NUMBER 2526-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK
APPROVING A COOK COUNTY EMERGENCY TELEPHONE SYSTEM
BOARD AGREEMENT FOR MOBILE DEVICE TERMINALS**

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 contract for the performance of governmental services, activities, or undertakings; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") find that it is in the best interest of the Village to approve the Agreement for Mobile Device Terminals with the Cook County Emergency Telephone System Board.

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 Cook County Emergency Telephone System Board Agreement for Mobile Device Terminals (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 Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Director of Police or the Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Agreement and this Ordinance to complete satisfaction of the provisions, terms or conditions stated therein.

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 2025, 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 2025.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Agreement

**COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD
AGREEMENT FOR MOBILE DEVICE TERMINALS**

This Agreement ("Agreement") is entered into by and between the Cook County Emergency Telephone System Board ("ETSB") and the Village of Franklin Park ("Municipality") (collectively the "Parties").

RECITALS

WHEREAS, this Agreement is entered into by the Parties pursuant to the provisions of Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorizes public agencies, including units of local government, to jointly enjoy or exercise powers, privileges, functions or authority with other public agencies, except where specifically prohibited by law; and

WHEREAS, ETSB operates the Cook County 9-1-1 System in unincorporated areas of Cook County and certain municipalities; and

WHEREAS, Municipality is part of the Cook County 9-1-1 System; and

WHEREAS, in the interest of furthering public safety, ETSB has agreed to provide mobile device terminals to Municipality in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements set forth herein, the Parties hereby agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated into and made a part of this Agreement by reference as if fully set forth herein.

2. TERM

This Agreement shall become effective when fully executed by all Parties and will commence on the date of execution of the last signatory to this Agreement ("Commencement Date"). This Agreement shall continue thereafter until terminated by either of the Parties hereto in accordance with the terms of this Agreement.

3. TERMINATION

Either Party may terminate this Agreement for any reason or no reason upon thirty (30) days written notice to the other Party.

4. MOBILE DEVICE TERMINALS

ETSB hereby agrees to provide Municipality with mobile device terminals ("MDTs") at no charge for public safety purposes in accordance with the terms and conditions of this Agreement. Municipality shall have no right to transfer, assign, sublease or confer any rights or benefits with respect to the use of the

MDTs to any third party without the written permission of the Executive Director of the ETSB, which permission may be withheld or revoked in the sole discretion of the Executive Director.

5. RESPONSIBILITIES

a. Installation. Municipality shall be responsible for the installation of the MDTs in Municipality's vehicles as well as all costs associated with such installation. ETSB will be responsible for installation of software including mobile CAD, internet filtering, VPN, and managed antivirus. No software may be added or removed without the consent of the Executive Director of ETSB.

b. Maintenance and Repair. ETSB is covered by a maintenance warranty for the MDTs for five (5) years from the date of purchase. ETSB will engage vendor support, when needed, for maintenance and repair for normal use.

c. Damage and Loss. In the event any of the MDTs are damaged or lost, whether due to theft, casualty or any other event, Municipality shall be responsible for reimbursing ETSB for the replacement cost of each lost or damaged MDT. Municipality must notify ETSB as soon as practicable after it becomes aware of such loss or damage to any MDT and agrees to reimburse ETSB for the replacement cost of the MDT within thirty (30) days after ETSB advises Municipality of the actual replacement cost.

d. Network Connection Device. Municipality shall be responsible for providing a device (mifi puck, ruggedized modem, etc.) to connect the MDT to the network and any monthly costs associated with that device.

6. CONFIDENTIALITY

It is expressly acknowledged and agreed by each Party that any information provided by a Party to another Party which pertains to the use of the MDTs or any information derived therefrom shall be treated as confidential and shall not be disclosed directly, indirectly or by implication during the Term of this Agreement or at any time thereafter, except as solely required in the course of each Party's performance under this Agreement. The Parties agree that all information related to the function of the MDTs and related data constitutes information compiled for law enforcement purposes and for the internal functions of the Parties that use the MDTs and is considered strictly confidential.

7. INDEMNIFICATION

Municipality agrees to indemnify, defend, save and hold the ETSB and the County of Cook, and their respective Commissioners, agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any employee of the Municipality pursuant to this Agreement or member of the public arising out of any negligent act or omission of the Municipality and/or its agents, officers, or employees in the performance of this Agreement. Nothing herein shall waive any immunities the Municipality may assert in response or defense of any such claims.

The ETSB shall be responsible for the acts of its agents, officers, or employees in the performance of this agreement.

8. DISPUTE RESOLUTION

In the event of a dispute between the ETSB and the Municipality concerning this Agreement, each shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the ETSB's attorney and the Municipality's attorney are responsible for resolving the dispute in good faith and in a cooperative manner. In the event the Parties are not able to resolve any dispute, each Party retains all rights and remedies at law or in equity.

9. AUDITS AND RECORDS

Municipality shall maintain, for a minimum of five (5) years after the termination of this Agreement, adequate books, records and supporting documentation to verify the recipients and uses of all the MDTs provided to Municipality pursuant to this Agreement. All books, records, and supporting documentation shall be available for review and audit by the Cook County Auditor. The Municipality agrees to cooperate fully with any audit conducted by an auditor and to provide full access to all relevant materials.

10. MISCELLANEOUS

- a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties as if they too were parties to this Agreement.
- b. Severability. The invalidity of any provisions of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.
- c. Governing Law and Venue. This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois. If there is a lawsuit under this Agreement, each Party hereto agrees to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.
- d. Compliance with Laws. The Parties shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.
- e. Amendment. This Agreement contains the entire agreement of the Parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of all Parties hereto duly adopted as required by law. This Section shall not be interpreted to preclude or limit however, the amendment or modification of regulations, procedures or policies established by the parties.
- f. Notice. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by

facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder.

Cook County Emergency Telephone System Board

Attn: ETSB Executive Director

9511 W. Harrison

Des Plaines, IL 60016

Village of Franklin Park

Attn: _____

9500 Belmont Ave.

Franklin Park, IL 60131

- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on this day and year as set forth below.

**COOK COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD**

By: _____
Martin Bennett
Executive Director

Date: _____

VILLAGE OF FRANKLIN PARK

By: _____
Name: _____
Title: _____

Date: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G- __

**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN
FANTASY AMUSEMENT COMPANY, INCORPORATED AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(2026 FRANKLIN PARK FEST CARNIVAL CONTRACT)**

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

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

ORDINANCE NUMBER 2526-G-__

**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN
FANTASY AMUSEMENT COMPANY, INCORPORATED AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(2026 FRANKLIN PARK FEST CARNIVAL CONTRACT)**

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, Fantasy Amusement Company, Incorporated (the “*Fantasy*”) is a company that provides for the operation of a combination of carnival rides, shows and concessions; and

WHEREAS, Fantasy and the Village desire to enter into an agreement pursuant to which Fantasy will provide such entertainment services to the Village.

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 by and between the Village of Franklin Park, Cook County, Illinois and Fantasy Amusement Company, Incorporated (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 Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the HR Director or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes

or revisions therein contained.

Section 3. The officials, officers, employees 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 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 2025, 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 2025.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement



FANTASY AMUSEMENT COMPANY, INC.

P.O. Box 944

Prospect Heights, IL 60070

Phone: 847-259-9090

CONTRACT

This agreement made this 1st day of October, 2025 by and between Fantasy Amusement Co., (FAC) and the Committee

Village of Franklin Park Barrett
Pedersen, Mayor 9500
Belmont Ave.
Franklin Park, IL 60131

TO WIT: The Committee agrees to furnish a location known as downtown Franklin Park for the erection and operation of a combination of rides, shows and concessions by FAC. Said location of street, park, or parking lot is to be closed to traffic and parking and ready for occupancy not later than Wednesday prior to event by 7:00 AM.

The committee also is responsible for and agrees to:

- Furnish all permits or licenses that may be required for operation.
- Furnish and pay for all water, lot, and street privileges necessary for the satisfactory operating, conducting and placing of all attractions and concessions, the location of which must be agreeable and acceptable to FAC.
- Handling and payment for all festival advertising and promotions including, but not limited to, newspaper, radio, television, social media, posters (except set forth below), flyers, coupons, etc. Committee agrees to pay for and distribute the same.
- Provide for sufficient police protection and security.
- Provide and pay for 24-hour access to sanitary toilet facilities, starting WEDNESDAY prior to event by 8AM.
- Provide and pay for trash receptacles (i.e. dumpsters) for midway clean up and operations.
- Provide for parking area for semi-trailers, trucks, and travel trailers.
- Provide and pay for a 24-hour access to water for sanitary conditions on the midway starting Wednesday prior to the event by 9 AM.

FAC is responsible for and agrees to:

- Furnish and pay for 50 posters that Committee shall distribute throughout the surrounding community. FAC shall send ad proof 45 days prior to the event for approval.
- Furnish and pay for all electrical connections and electric current necessary for the power and illuminations of all rides, concessions, other exhibits, and travel trailers necessary for the conducting of said engagement. Said current to be for operating hours and to be supplied until all attractions are dismantled at the close of the engagement.
- Upon request, reimburse Committee for any tax, permits or licenses, inspections, parking, water, and water connections to the extent that they may be required for FAC operations.
- Provide a full-service digital ticketing system for carnival midway called Fun Pass. Upon request, a nightly accounting must be given to the Committee agent.

- Furnish uniformed, background checked & ID badged ride attendants and management staffing on the festival grounds at all times.
- Provide at least a \$5 million public liability and property damage certificate of insurance, naming the Village of Franklin Park as an additional insured, to include their respective officers, boards, directors, employees, agents, heirs, and successors. Said policy shall provide that it is not cancelled or materially changed without 60 days written notice to both the Committee and the Village of Franklin Park. FAC is not responsible or liable for Village of Franklin Park employees and volunteers. FAC shall execute and provide to Village of Franklin Park any such document, including but not limited to, a general release, which the Committee may reasonably require in order for the Committee to comply with the Village license agreement for temporary use.
- Clean up of its area nightly and at the close of the engagement at or by 6:00 AM on Monday immediately following the event. FAC shall be responsible for any penalties, fines, costs, expenses, or damages of any sort, for failure to comply with this requirement and hold Committee harmless for any such penalties, fines, costs, expenses, or damages.

FAC further agrees:

To furnish, present and operate Midway attractions consisting of a minimum of twelve (12) rides and a minimum of seven (7) concessions at event site for a period of four days, starting June 11-14, 2026, for an event to be known as Family Fest/Railroad Daze. FAC will provide the sponsor with a ride list 45 days prior to the festival dates or before such date is required by relevant government entity.

To pay the Committee the sum of \$ 75.00 based on a ride gross from \$0 - \$30K ; or \$ 100.00 based on a ride gross over \$ 30K; for each concession or booth operated on the grounds during this engagement regardless of the number of days the concession is open during the event.

To pay the Committee 25% of the Fun Pass ride credits and wristband sales after any City tax and amusement tax is deducted, where applicable. The settlement for the rides and concession booths shall be made on the closing day of the engagement.

IT IS FURTHER UNDERSTOOD AND AGREED:

There shall be no other riding devices, shows, attractions, or game concessions, such as, but not limited to, virtual reality, climbing walls, arcade games, Space balls, Gyrotrons, Inflatable rides, Hangman, Orbitron etc., other than those furnished by FAC. Live pony rides are acceptable per this agreement.

FAC will have the exclusive privilege of selling out of its food concessions at the festival the following items: cotton candy, popcorn, corn dogs, caramel and candy apples, funnel cakes and elephant ears. FAC will have the non-exclusive privilege of the following items at the festival: nachos, lemonade shake-ups, bottled water, frozen slush drinks, chips, caramel corn, and hot dogs.

To the extent permitted by law, each party (the "indemnifying party") agrees to indemnify the other party, its agents, employees, representatives, successors and assigns (collectively, the indemnified party") from and against all claims, demands, liabilities, suits, actions, damages and losses for personal injury, death or property damage, including, without limitation, court costs, investigative fees and attorney's fees, arising out of the indemnifying party's performance under this Agreement, except to the extent caused, directly or indirectly, by the acts or omissions of the indemnified party.

FAC assumes no liability for any damage or personal injury that may be directly or indirectly caused by streets or other locations being left open to local traffic or parking during the erection, dismantling or operation of equipment or to trespassers while equipment is not in operation.

The laws of the State of Illinois shall govern the terms and conditions of this Agreement. Any lawsuit or claim filed to enforce the terms and conditions of this Agreement shall be brought in the Circuit Court of Cook County. In the event of such legal action, the prevailing party shall be entitled to recover its attorney's fees and costs incurred.

It is further understood and agreed that there is no other contract or promise, express or implied, written or verbal. That should any other additional agreement become necessary, the same shall be void unless reduced to writing and signed by both parties hereto. The Committee agrees to keep this contract and its terms confidential and will not duplicate it verbally or a copy made without written permission from FAC, except to the extent necessary to comply with any and all government regulations. This agreement is freely assignable by FAC with written consent from the Committee, which shall not be unreasonably withheld.

That this agreement in part or entirety is subject to strikes, suspension of electrical service, failure of transportation facilities, fire, floods, wrecks, tornadoes, war, riots, public demonstrations, limitations of H2B visa workforce, Government decrees, including but not limited to any COVID-19 related guideline, order or requirement under the Restore Illinois Plan, or other such order of the Governor of the State of Illinois, County of Cook, or Village of Franklin that limits or prohibits the event, or other good and sufficient reasons beyond the control of either party hereto.

The Committee agrees to use its influence to keep all attractions of this nature from exhibiting one or in the vicinity of Franklin Park until after termination of this agreement. Both parties agree to work together to make this event a success.

The Committee and/or sponsoring organization and its members further agree to not change its legal identity and/or authority for the purpose of seeking release from or otherwise compromising its obligations under this contract.

COMMENTS: 2026 FunPass credits will be determined no later than April 1, 2026. Please contact our office for 2026 pricing.

Ride Specials – Pay One Price promotion \$30-\$40 per person, per session for unlimited rides during specified hours and days.(Pricing subject to change)

IN WITNESS WHEREOF, we set our hands and seals in good faith this 1st day of October, 2025.

Village of Franklin Park

Fantasy Amusement Company, Inc.

Signature and Title

Date

William Johnson, President

Date

VOID IF NOT RETURNED AND RECEIVED BY: December 1, 2026

(This contract is in full force when confirmed by Fantasy Amusement Company, Inc.)

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING A PURCHASE AND SALE AGREEMENT FOR THE
REDEVELOPMENT OF 9651 FRANKLIN AVENUE, FRANKLIN PARK, ILLINOIS**

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

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

ORDINANCE NUMBER 2526-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING A PURCHASE AND SALE AGREEMENT FOR THE
REDEVELOPMENT OF 9651 FRANKLIN AVENUE, FRANKLIN PARK, ILLINOIS**

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

WHEREAS, the Village owns a parcel of property commonly known as 9651 Franklin Avenue, Franklin Park, Illinois that is zoned DT-1, Downtown Core District, as described in the Village of Franklin Park Zoning Ordinance, and identified by permanent index number (PIN) 12-28-208-010-0000 which is a 4,530 square foot corner lot that is improved with a single-tenant, one-story brick and stone commercial building approximately 2,500 square feet in size and built in 1946, and as further legally described on Exhibit A (the "*Property*"), a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") find that the Property is no longer necessary, appropriate, required for the use of, profitable to or serves any viable use to the Village and that the sale of the Property will eliminate burdensome maintenance cost, provide needed funds, and generate tax revenue for use in the general fund of the Village; and

WHEREAS, the Corporate Authorities further find that the Property serves no public use to the residents of the Village and is in the best interest of the health, safety, and welfare of Village residents to sell the Property; and

WHEREAS, the Corporate Authorities further determined it is in the best interests of the Village to sell the Property pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code (the “Act”); and

WHEREAS, the Act establishes procedures for the sale of municipal-owned surplus real property conducted by the staff of the Village after ascertaining the value of the surplus real estate by written appraisal and making said appraisal available for public inspection; and

WHEREAS, the Village ascertained a written appraisal report for the Property, dated July 26, 2024, which was prepared by Mary Wagner, MAI, of Praedium Valuation Group, 1658 North Milwaukee Avenue, Suite B, PMB 5460, Chicago, Illinois, 60647 (the “Appraisal”), which determined that the appraised value of the Property in its “as is” condition was \$143,000.00; and

WHEREAS, on August 12, 2024, the Corporate Authorities adopted Resolution Number 2425-R-07 entitled “*A Resolution of the Village of Franklin Park, Cook County, Illinois Declaring as Surplus Property the Village Owned Building and Parcel of Real Property at 9651 Franklin Avenue and Authorizing Village Staff to Market the Property for Development and Direct the Village Clerk to Make a Copy of the Appraisal of the Property Available to Any Party;*” and

WHEREAS, on August 22, 2024, the Village published a “*Public Notice of Sale of Surplus Real Property Owned by the Village of Franklin Park at 9651 Franklin Avenue*” along with a copy of Resolution Number 2425-R-07 in the Franklin Park Herald-Journal, a newspaper of general circulation in the Village, to advise any interested party that the Village was accepting proposals for the sale of the Property; and

WHEREAS, the Appraisal and Resolution Number 2425-R-07 were also made

available for inspection or copying in the office of the Village Clerk of the Village of Franklin Park; and

WHEREAS, the Village received a proposal for the purchase of the Property from Elva Villalobos in the amount of \$145,000.00, which is a price that is above the appraised value of the Property; and

WHEREAS, the Director of Community Development was authorized to review proposals for the sale of the Property and present a proposal to the Corporate Authorities for the sale and redevelopment of the Property; and

WHEREAS, on October 6, 2025, the Corporate Authorities adopted Resolution Number 2526-R-03, entitled "*A Resolution of the Village of Franklin Park, Cook County, Illinois Accepting a Proposal for the Village Owned Property at 9651 Franklin Avenue and Authorizing the Director of Community Development to Negotiate an Agreement for its Sale and Development*"; and

WHEREAS, the Director of Community Development, pursuant to Resolution 2526-R-03 is hereby presenting the terms and conditions of the sale of the Property for consideration by the Corporate Authorities.

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 Property is hereby determined and declared by the Corporate Authorities to be surplus real estate of the Village.

Section 3. The Purchase and Sale Agreement for the Redevelopment of 9615 Franklin Avenue, Franklin Park, Illinois (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit B, is hereby approved substantially in the form presented to the Village Board, with any and all such changes, substantive or otherwise, as may be authorized by the Director of Community Development or Village Attorney, the execution thereof by the Village President to constitute the approval by the Corporate Authorities of any and all changes or revisions therein contained.

Section 4. The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Agreement and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described, and the Village Attorney and Village Engineer are further authorized to prepare and execute any document and take such further action to provide for the conveyance and development of the Property.

Section 5. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to take such further actions and incur such costs as are necessary to carry out the intent and purpose of this Ordinance and the Agreement and complete the sale of the Property, as contemplated herein.

Section 6. 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 7. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8. This Ordinance shall be in full force and effect immediately after its passage and publication as required by law.

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of October 2025, 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 2025.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Legal Description

LOT 1 IN BLOCK 5 IN 1ST ADDITION TO FRANKLIN PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Number (PIN): 12-28-208-010-0000

Address: 9651 Franklin Avenue, Franklin Park, Illinois 60131

Exhibit B

Agreement

**PURCHASE AND SALE AGREEMENT FOR THE REDEVELOPMENT
OF 9651 FRANKLIN AVENUE, FRANKLIN PARK, ILLINOIS**

THIS AGREEMENT (the “**Agreement**”) dated as of October ____, 2025 (the “**Effective Date**”) by and between the **VILLAGE OF FRANKLIN PARK**, an Illinois municipal corporation (the “**Village**”), and **THE LOBOS GROUP, LLC**, an Illinois limited liability company (the “**Developer**”). The Village and Developer shall also be known collectively, as the “**Parties**.”

WITNESSETH

In consideration of the preliminary statements hereinafter set forth, 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

Amongst 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.

B. The Village owns a parcel of property commonly known as 9651 Franklin Avenue, Franklin Park, Illinois that is zoned DT-1 Downtown Core District and improved with an one-story brick and stone commercial building built in 1946 and approximately 2,500 square feet in size on a 4,530 square foot lot that is identified by permanent index number (PIN) 12-28-208-010-0000 and as further legally described on **Exhibit A** (the “**Property**”), a copy of which is attached hereto and made a part hereof.

C. The Village has determined it is in the best interests of the Village to sell the Property pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code (the “**Act**”), which establishes procedures for the sale of municipal-owned surplus real property conducted by the staff of the Village after ascertaining the value of the surplus real estate by written appraisal and making said appraisal available for public inspection.

D. The Village ascertained a written appraisal report for the Property, dated July 26, 2024, which was prepared by Mary Wagner, MAI, of Praedium Valuation Group, 1658 North Milwaukee Avenue, Suite B, PMB 5460, Chicago, Illinois, which determined that the appraised value of the Property was \$143,000.00.

E. On August 12, 2024, the President and Board of Trustees of the Village (the “**Corporate Authorities**”) adopted Resolution Number 2425-R-07 entitled “*A Resolution of the Village of Franklin Park, Cook County, Illinois Declaring as Surplus Property the Village Owned Building and Parcel of Real Property at 9651 Franklin Avenue and Authorizing Village Staff to Market the Property for Development and Direct the Village Clerk to Make a Copy of the Appraisal of the Property Available to Any Party.*”

F. On August 22, 2024, the Village published a "*Public Notice of Sale of Surplus Real Property Owned by the Village of Franklin Park at 9651 Franklin Avenue*" along with a copy of Resolution Number 2425-R-07 in the Franklin Park Herald-Journal, a newspaper of general circulation in the Village, to advise any interested party that the Village was accepting proposals for the sale of the Property.

G. The Village received a commercial retail use development proposal from the Developer for the purchase and development of the Property above the appraised value of the Property.

H. The Corporate Authorities reviewed the Developer's commercial retail use development proposal and pursuant to Resolution Number 2526-R-03 entitled "*A Resolution of the Village of Franklin Park, Cook County, Illinois Accepting a Proposal for the Property at 9651 Franklin Avenue and Authorizing the Director of Community Development to Negotiate an Agreement for its Sale and Development*" approved said proposal.

I. The Village desires to sell the Property to the Developer for \$145,000.00, which is above the appraised value of the Property and in accordance with the Act, the Developer desires to purchase the Property from the Village.

J. The Village has the authority to promote the health, safety and welfare of the Village and its residents, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

K. The Developer has investigated the Property and has proposed, subject to the terms of this Agreement, to reconfigure and develop the first floor of the Property to provide for no less than two (2) commercial retail spaces, including an office for a State Farm insurance agency, with all planning and construction taken in full compliance with building and zoning codes, regulations, and requirements of Village that will contain enhanced architectural details, and outdoor landscaping. Architectural plans, landscaping plans and a parking plan as well as site plan renderings shall be submitted by Developer to Village for final approval all to be undertaken, completed and maintained in a first class manner in accordance with this Agreement, and any and all federal, state, county and local laws, rules, regulations, orders, codes and ordinances applicable to the Property (collectively the "**Project**"), and as more fully described and depicted on the Project's Preliminary Site Plan (the "**Preliminary Site Plan**"), a copy of which is attached hereto and made a part hereof as **Exhibit C**.

L. The Corporate Authorities have determined to sell the Property to the Developer in accordance with this Agreement.

M. The Developer, subject to the terms and conditions of this Agreement, has further agreed, in reliance on the commitments set forth in this Agreement, to develop and construct the Project and undertake certain other actions, all in accordance with this Agreement.

N. The Corporate Authorities have determined that the development and construction of the Project would be, in all respects, consistent with and in furtherance of the comprehensive plan of the Village and, as a direct benefit of this Agreement and conveyance of the Property for the contemplated development of the Project the equalized assessed value of the Property will increase resulting in higher tax revenues for the Village.

O. The Corporate Authorities have reviewed the Project and determined that the Project is in the best interest of the Village, that it is a type of development contemplated for the Property and that it shall further ameliorate blight; provide much needed commercial opportunities to the Village; enhance the tax base of the Village and other taxing districts; and add to the health, safety, welfare and prosperity of the Village and its residents.

P. The Corporate Authorities find that the benefits described herein for the development of the Project pursuant to this Agreement are in the best interest of the Village and prosperity of its residents.

Q. The Village desires to sell to Developer, and Developer desires to purchase from Village, the Property subject to the terms of this Agreement and the Developer further agrees in reliance on the Village's commitments set forth in this Agreement, to develop and construct the Project all in accordance with this Agreement.

R. The Village is authorized to enter into this Agreement and take all actions contemplated by it pursuant to the authority provided to the Village as a municipal corporation under the statutes and Constitution of the State of Illinois.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1

Incorporation of Recitals

1.1 Incorporation. The statements, representations, covenants, and recitations set forth in the foregoing preliminary statements are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1. The Parties acknowledge the accuracy and validity of such statements, representations, covenants, and recitations.

ARTICLE 2

Purchase and Sale

2.1 Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Village will sell, and Developer will purchase the Property to undertake and complete the Project.

ARTICLE 3

Purchase Price

3.1 Purchase Price. The purchase price (the “**Purchase Price**”) for the Property shall be ONE HUNDRED FORTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$145,000.00) payable by wire transfer of immediately available funds at the Closing, against which the Earnest Money (as defined below) and any net credit or proration will be debited or credited accordingly.

3.2 Earnest Money. Within five (5) business days of the Effective Date of this Agreement, Developer shall deposit TEN THOUSAND AND NO/100THS DOLLARS (\$10,000.00) in cash with the Village (the “**Earnest Money**”). No interest shall be provided to the Developer by the Village. The Developer shall have the right, for any reason, to receive a full refund of the Earnest Money within the Inspection Period. Developer may terminate the transaction without further liability for any reason or no reason during the Inspection Period and the Earnest Money shall be returned to the Developer. If the Closing shall fail to occur and this Agreement is terminated by any reason of a breach or default of Village, the Earnest Money shall be refunded to Developer, unless Developer elects to seek specific performance hereunder. If Developer elects to seek specific performance hereunder and prevails on such claim, Developer shall be paid its reasonable attorney’s fees as determined by the court in an amount not to exceed \$5,000.00. If the Closing shall fail to occur and this Agreement is terminated by any reason of a breach or default of Developer, then the Earnest Money shall be paid to Village. In the event the Parties are not in default hereunder, then the Earnest Money shall be non-refundable to Developer and shall be applied to the Purchase Price at the Closing.

ARTICLE 4 **Development of Property**

4.1 Covenant to Redevelop. If the transaction contemplated hereunder closes, Developer shall redevelop Property and cause the Project to be constructed and operated in accordance with this Agreement, the Preliminary Site Plan, the Approved Plans (as defined below), and all federal, state, and local laws, ordinances, rules, regulations, executive orders, and codes applicable to Property, the Project, and the Developer.

4.1.1 Plans and Specifications. Within thirty (30) days after the Effective Date of this Agreement and prior to Closing, Developer shall deliver the preliminary plans for the Project to be reviewed and approved by Village in accordance with Village’s customary approval and permit process in the ordinary course, but on a reasonably expedited basis (the “**Preliminary Plans**”). The Preliminary Plans shall substantially comply with the Preliminary Site Plan and this Agreement. Village shall cooperate with Developer in good faith in its review and approval of the Preliminary Plans. Promptly following receipt of Village’s approval of the Preliminary Plans and the building permit issued therefore, such Preliminary Plans shall thereafter constitute the “**Approved Plans**.” Within sixty (60) days of the Effective Date, Developer shall also file all required applications and supporting documentation as may be necessary to, and thereafter utilize its best efforts to, secure those approvals of necessary governmental authorities other than Village which are a precondition to Developer’s right to construct the Project according to the Approved Plans (the “**Government Approvals**”). Upon receipt of the foregoing approvals from necessary governmental authorities, Developer shall promptly provide copies thereof to the Village, as applicable.

4.1.2 Proof of Financing. Contemporaneous with the delivery of the Preliminary Plans and prior to the Closing Date, Developer shall deliver to the Village for its review and approval, which shall not be unreasonably withheld: (i) evidence of Developer's financial capability adequate to finance the Project, including a detailed financial commitment reasonably acceptable to the Village from a financial institution for the financing and construction of the Project, and (ii) evidence of Developer's ability to make an adequate equity contribution in the amount of any gap financing. Developer shall be required to promptly either confirm or revise Proof of Financing within thirty (30) days after the Preliminary Plans shall constitute Approved Plans, as herein defined, but no later than the filing of all Building Permits. Developer's Proof of Financing shall always remain valid thereafter, up to the Project Completion Date. Failure of the Developer to provide Proof of Financing, or adequacy thereof, and either confirm or revise Proof of Financing to the Village within the timeframe herein specified shall be cause for Village to terminate this Agreement without notice of default and Village and Developer shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement.

4.1.3 Zoning and Building Permits. Contemporaneous with the delivery of the Preliminary Plans and prior to the Closing Date, Developer shall make application to the Village for all zoning relief necessary for the construction of the Project. The Preliminary Plans shall not become Approved Plans without final approval of all required and requested zoning relief. Developer shall within thirty (30) days of the Approved Plans (i) file all required applications and supporting documentation to the Village as may be necessary to secure the issuance of all necessary permits for the construction of the Project according to the Approved Plans required to undertake and construct the Project and (ii) file all other required applications and supporting documentation as may be necessary to secure those approvals of necessary governmental authorities other than the Village which are a precondition to Developer's right to undertake and construct the Project according to the Approved Plans (collectively the "**Building Permits**"). Upon filing for and subsequent receipt of the foregoing approvals from all necessary governmental authorities other than the Village, Developer shall promptly provide copies thereof to the Village. Failure of the Developer to submit the Preliminary Plans or file for Building Permits within the timeframe herein specified shall be cause for Village to terminate this Agreement without notice of default and Village and Developer shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement.

4.2 Intentionally Left Blank

4.3 Progress Meetings. Developer agrees to meet with members of Village staff and to make presentations to Village as reasonably requested by Village to keep Village apprised of the progress of the Project, the construction schedule and completion dates, and any revisions thereto, if necessary, but in no event more than three (3) times per calendar year.

4.4 Barricades. Prior to the commencement of any construction activity requiring barricades, Developer shall install a barricade of a type and appearance satisfactory to Village and constructed in compliance with all applicable federal, state, or local laws, ordinances, and regulations. Village retains the right to approve maintenance, appearance, nature, type, and design of all barricades.

4.5 Signs. Developer may erect signs on Property during the construction of the Project of a size and a style in conformity with the Village's sign, zoning and building codes, with Village's prior consent, which will not be unreasonably withheld, conditioned, or delayed.

4.6 Insurance. During construction of the Project, Developer covenants and agrees to maintain builder's risk and general liability insurance along with necessary umbrella or excess insurance coverage with such limits as would be common industry practice for a project of the size and type of the Project contemplated herein. After the issuance of the Certificates of Substantial Completion, Developer shall procure and maintain All Risk Property Insurance at replacement value of the Project to protect against loss of, damage to, or destruction of the Project.

4.7 Governmental Charges. Developer shall pay or cause to be paid when due all federal, state, county, local or other governmental taxes, levies, assessments, charges, liens, claims, or encumbrances relating to the Property and/or Project, including but not limited to real estate taxes and utility taxes (the "**Governmental Charges**"), which are assessed or imposed upon the Project and/or the Property, or which become due and payable. Further, after issuance of the Certificate of Occupancy, Developer may make additions, alterations, and changes to the Project so long as such additions, alterations and changes are made in compliance with all applicable Laws, this Agreement, and as long as such additions, alterations and changes to the Project do not have a material adverse effect on the market value of the Project or Property.

4.8 Environmental Covenants. Developer covenants that (i) the construction, and development of the Project will comply with all Environmental Laws; (ii) Developer shall promptly notify Village upon becoming aware of any investigation, proceeding, complaint order, directive, claim, citation or notice by any governmental authority or any other person which is directed or threatened against the Project and/or Property and Developer shall take prompt and appropriate actions to respond thereto; and (iii) the Developer shall promptly notify the Village upon becoming aware of any non-compliance with or violation of the requirements of any Environmental Law or the release, spill, or discharge, threatened or actual, of any Hazardous Materials on the Property.

4.9 Use of the Property. Developer agrees that no less than fifteen (15) business days prior to the Closing Date it shall deliver fully executed copies of all agreements to operate on the Property a State Farm Insurance agency for a minimum period of five (5) years from the Project Completion Date (collectively the "**Use of the Property**"). Failure of Developer to maintain and operate the Use of the Property shall require the Developer or its successors or assigns to pay liquidated damages to Village in the amount of TWENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$25,000.00). The Parties further agree that the terms of this Section 4.9 shall be a covenant running with the land for the benefit of Village.

4.10 Survival. The covenants set forth in this Article 4 shall survive the Closing, run with the land, and be binding upon any successor in interest, assigns or transferees.

ARTICLE 5 Title and Survey

5.1 Village's Title. At Closing (as defined below), Village shall transfer to Developer title to the Property by quit claim deed. Title to the Property shall be insured by the issuance by the Title Company (as defined below) of its ALTA Owner's Policy of Title Insurance (the "**Title Policy**") in the full amount of the Purchase Price of the Property ensuring that fee simple title to the Property is vested in the Developer as well as those permitted exceptions or matters waived or deemed waived under Section 5.3.3. The issuance of the Title Policy (exclusive of extended coverage or any additional coverage or endorsements that Developer may wish to pursue and procure with the Title Company) shall be a condition to Developer's obligation to close the transactions contemplated hereby.

5.2 Title Commitment; Survey. After the Effective Date, Village shall order or provide (a) a current, effective ALTA owner's title insurance commitment (the "**Title Commitment**") issued by a Village approved title company (the "**Title Company**"), in the amount of the Purchase Price of the Property with Developer as the proposed insured, and (b) a survey of the Property (the "**Survey**").

5.3 Title Objections; Cure of Title Objection.

5.3.1 Developer may deliver to Village written notice (the "**Objection Notice**") objecting to title and survey matters (the "**Title Objections**") before the date that is ten (10) days prior to the expiration of the Inspection Period (the "**Title Review Period**") for matters disclosed by the Title Commitment or Survey.

5.3.2 On or before the fifth (5th) day after Village's receipt of an Objection Notice, Village must notify Developer in writing whether Village will cure any or all Title Objections. Village's failure to provide such a notice shall be deemed a declination to cure all Title Objections. If Village elects to cure any or all Title Objections, Village shall use its best efforts and due diligence to have each Title Objection released or satisfied. If (i) Village fails to have each such Title Objection that it has elected to release, satisfy or insure over, as applicable, either removed, satisfied or insured over (if applicable) to Developer's satisfaction at or before Closing, or (ii) if Village elects not to cure all of the Title Objections, then, within five (5) days after Developer receives notice of Village's election, Developer may elect, by giving written notice to Village, to either:

- i. accept conveyance of the Property subject to the Title Objections which Village is unwilling or unable to cure, and without reduction of the Purchase Price; or
- ii. terminate this Agreement and, upon delivery of such notice, this Agreement will terminate, and neither Developer nor Village shall have any further rights, obligations, or liabilities hereunder unless specifically provided for in this Agreement.

Developer's failure to provide written notice to Village of such election will be deemed an election by Developer to terminate this Agreement under clause (ii) above.

5.3.3 All title and survey matters shown on the Title Commitment and the Survey not objected to by Developer in an Objection Notice shall be deemed waived and further deemed to be permitted exceptions.

ARTICLE 6

Inspection

6.1 Right of Inspection. Developer may, at Developer's expense, enter the Property at any commercially reasonable time and make all due diligence investigations, studies, tests, and samplings which Developer desires (the "**Inspections**"), including, without limitation, geological, environmental, engineering, ground water and soil tests. Developer may access and inspect, and Village shall make available at its offices to Developer, all files, books, and records maintained by Village, wherever located, relating to the Property, including, but not limited to, bills, invoices, correspondence, surveys, plats and specifications, licenses and warranties, and any other items reasonably requested by Developer. Village expressly disclaims any representation or warranty with respect to the accuracy or completeness of any such items so furnished or made available to Developer. Developer shall not conduct any invasive or destructive inspections of the Property, including without limitation, drilling, or boring, without the Village's prior written consent, which shall not be unreasonably withheld or delayed. Developer shall further keep the Property free and clear of any and all liens resulting from any such entry onto the Property. During the Inspections, Developer will maintain or will cause its contractors or consultants to maintain comprehensive liability and property damage insurance with a limit of \$500,000.00 for each incident and a \$1,000,000.00 policy limit for aggregate operations on an occurrence basis. Prior to entering the Property, Developer shall provide Village with evidence, reasonably satisfactory to Village, of such insurance, which such insurance shall name Village as an additional insured thereunder. Developer will indemnify, defend and hold Village, its agents, employees, contractors, attorneys and representatives harmless from any and all losses, claims, demands, liabilities, fees, damages, costs and expenses, arising out of or resulting from the entry of Developer or any of its agents, employees, contractors or representatives onto the Property; excluding, however, losses arising out of (i) any negligent or intentional acts of Village, and (ii) the discovery of any defects or environmental conditions existing on or prior to the date of the Inspections. If the Closing does not occur, Developer shall promptly repair, at Developer's sole cost and expense, the Property with respect to any damage caused by such inspections and restore the Property to substantially the same condition that existed prior to such test or inspection. Developer's obligations to so defend, hold harmless and indemnify the Village, its agents, employees, contractors, attorneys, and representatives and to so repair the Property shall survive the Closing Date and delivery and recordation of the Deed, or termination of this Agreement.

6.2 Right of Termination.

6.2.1 Inspection Period. The obligation of Developer to purchase the Property is subject to the condition that Developer, in its reasonable judgment based upon the Inspections and analysis at its sole cost and expense, shall have approved the Property for purchase, including, but not limited to, soil tests, engineering reports, environmental reports, zoning and the feasibility of Developer's contemplated use of the Property (the "**Inspection Contingency**"). Developer shall satisfy or waive such Inspection Contingency before Developer shall be obligated to purchase the Property. This Inspection Contingency shall be satisfied or waived by Developer, or this Agreement

terminated by Developer, no later than the end of the Inspection Period. The “**Inspection Period**” is that period beginning on the Effective Date and ending at 5:00 p.m. Central Time on the ninetieth (90th) day after such date (the “**Inspection Date**”). Developer may at any time on or before the expiration of the Inspection Period, do one of the following: (i) send notice of acceptance to the Village (the “**Termination Waiver**”); or (ii) terminate this Agreement by sending written notice to Village (the “**Termination Notice**”). If Developer fails to timely send a Termination Waiver or Termination Notice, Developer shall be deemed to have irrevocably sent a Termination Notice. Upon issuance of the Termination Notice, Village and Developer shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If Developer delivers a Termination Waiver, Developer shall have no further right to terminate the Agreement.

ARTICLE 7

Closing

7.1 Time and Place of Closing. Notwithstanding anything contained in this Agreement to the contrary, the closing on the Property (the “**Closing**”) shall be at a date and time that is the earlier of the following: (i) no less than ten (10) business days after the satisfaction or waiver of the applicable provisions and conditions set forth in Article 4, Article 5, Article 6 and Article 7; or (ii) such date as Developer and Village mutually agree upon (the “**Closing Date**”).

7.2 Village’s Closing Obligations. At Closing, Village will:

7.2.1 Quit Claim Deed. Deliver to Developer a quit claim deed in the form attached as **Exhibit B** (the “**Deed**”) conveying to Developer all of Village’s right, title, and interest in the Property;

7.2.2 Evidence of Authority. Deliver to Developer such evidence as the Title Company may reasonably require as to the authority of the Village to convey the Property;

7.2.3 Owner’s Affidavit. Deliver to the Title Company a title insurance affidavit, if required by the Title Company to issue the Title Policy, duly executed by Village, in form and content reasonably satisfactory to Developer and the Title Company;

7.2.4 Settlement Statement. Deliver to Developer an executed settlement statement setting forth the amounts paid by or on behalf of and/or credited to Developer and Village pursuant to this Agreement;

7.2.5 Possession. Deliver to Developer possession of the Property;

7.2.6 Transfer Declaration. Village shall execute and deliver any required transfer declarations and other documents required by law to be executed delivered or obtained in connection with the transfer of the Property;

7.2.7 Village Representations and Warranties. Deliver to Developer a certificate certifying the accuracy of Village’s representations and warranties as of the Closing Date; and

7.2.8 Other Items. Deliver such additional documents as shall be reasonably requested by Developer or the Title Company or required to consummate the transactions contemplated by this Agreement; however, that in no event shall Village be required to undertake any other material liability not expressly contemplated in this Agreement, unless Village elects to do so in its sole discretion.

7.3 Developer's Closing Obligations. At Closing, Developer shall:

7.3.1 Evidence of Authority. Deliver to Village such evidence as Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Developer;

7.3.2 Settlement Statement. Join Village in the execution of the Settlement Statement;

7.3.3 Transfer Declarations. Join Village in the execution and delivery of transfer declarations to the extent required by applicable law;

7.3.4 Developer Representation and Warranties. Deliver to Village a certificate certifying the accuracy of Developer's representations and warranties of the Closing Date; and

7.3.5 Payment of Building Permit fees; Stormwater Detention, Fee in-lieu of Detention. Developer shall have paid Village prior to the Closing Date all building permit fees and applicable fee in-lieu of stormwater detention to construct the Project. The fee in-lieu of detention shall be due the same time final building permit fees are paid by Developer with the issuance of the final building permits; and

7.3.6 Other Items. Deliver such additional documents as shall be reasonably requested by the Village or Title Company that are required to consummate the transaction contemplated by this Agreement, provided, however, that in no event shall Developer be required to undertake any other material liability not expressly contemplated in this Agreement, unless Developer elects to do so in its sole discretion.

7.4 Credits and Prorations. Prorated or credited items shall include, without limitation, the following:

7.4.1 Taxes. The Village represents that the Property is currently tax exempt. To the extent applicable, general, special, ad valorem, and other property taxes and assessments, if any, imposed (collectively, the "**Taxes**") accrued prior to the Closing Date will be prorated. To the extent any Taxes have accrued prior to the Closing Date, Developer and Village will prorate Taxes for such calendar year based on the most recent tax bills.

7.4.2 Other Expenses. Unless otherwise expressly agreed in writing between Village and Developer, no other expense related to the ownership of the Property shall be charged to or paid or assumed by Developer that is allocable to any period before the Closing.

7.5 Closing Costs. The Parties shall be responsible for any and all closing costs, fees or services incurred as typically charged to a seller and buyer, including but not limited to, any and

all title policy premium charges and costs, extended coverage, any title endorsements, escrow fees, recording fees, transfer taxes and any other cost or fee incurred in connection with the acquisition and sale of the Property, including preparation of the Survey but excluding inspection documents of Developer or any environmental studies or analysis undertaken by the Developer (the “Closing Costs”).

7.6 Conditions to Closing.

7.6.1 Developer’s Conditions. Developer’s obligation to purchase the Property is conditioned upon and subject to the occurrence of or the waiver (by Developer in its sole discretion) of the following prior to Closing:

- a. All representations and warranties of the Village contained in this Agreement shall be true and correct in all material respects as of the Closing Date;
- b. Village must have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by the Village as of the Closing Date; and
- c. All other conditions precedent to Developer’s obligation to purchase the Property which are set forth in this Agreement shall have been satisfied or waived on or before the Closing Date.

7.6.2 Village’s Conditions. Village’s obligation to sell the Property is conditioned upon and subject to the occurrence of or the waiver (by Village in its sole discretion) of the following prior to Closing:

- a. Developer must have delivered or caused to be delivered all items required to be delivered under this Agreement; including but not limited to the following: (i) satisfaction or waiver of the conditions set forth in Section 7.6; (ii) submission of plans for the construction of the Project for review and approval by Village and make application to Village for all permits necessary for the construction of the Project; (iii) a firm written commitment from a financial institution for the financing and construction of the Purchase Price and Project; and (iv) contract(s) for services with Developer to construct the Project. Village shall have the unilateral right to terminate this Agreement if Developer fails to obtain conditions (i), (ii), (iii), and (iv) within one hundred eighty (180) days after the Effective Date.
- b. All representations and warranties of the Developer contained in this Agreement shall be true and correct in all material respects as of the Closing Date;
- c. Developer must have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by the Developer as of the Closing Date; and

d. All other conditions precedent to Village's obligation to sell the Property which are set forth in this Agreement shall have been satisfied on or before the Closing Date.

7.6.3 In the event any of the foregoing conditions set forth in Section 7.6 have not been satisfied by the Closing Date, provided that such failure is not the result of a default hereunder by the non-performing party (in which event the performing party would have the rights and remedies described in this Agreement, the performing Party shall have the right to (i) waive such condition or (ii) terminate this Agreement by written notice to the other Party on or before the Closing Date, whereupon the parties shall have no further rights, duties or obligations under this Agreement, other than those which expressly survive the termination of this Agreement.

ARTICLE 8

Representations, Warranties and Covenants

8.1 Representations and Warranties of Village. Village represents and warrants the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

8.1.1 Authority. Village is duly organized and validly exists under the laws of the State of Illinois. Village has the right and authority to enter into this Agreement and to transfer the Property pursuant to this Agreement. This Agreement has been duly authorized, executed and delivered by Village, is a valid and binding obligation of Village and is enforceable against Village in accordance with its terms. Village has obtained all consents and permissions required under any covenant, agreement, encumbrance, law, or regulation which bind Village or the Property.

8.1.2 Pending Actions. No action, suit, administrative or judicial proceeding, or unsatisfied order or judgment (each, a "**Pending Action**") is pending or, to the best of Village's knowledge, threatened which may adversely affect Village's ability to perform under this Agreement or which otherwise affects the Property.

8.1.3 Intentionally Left Blank.

8.1.4 Leases. There are no leases affecting the Property.

8.1.5 Condemnation. No condemnation proceedings are pending or threatened against the Property.

8.1.6 Contracts; Property Information. There are no contracts or agreements affecting the Property other than the permitted exceptions.

8.1.7 Employees. Village employs no contractor or third party with the management of the Property.

8.1.8 Property Taxes. The Property is tax exempt.

8.2 Village's Disclaimer with Respect to Physical Condition of Property and Applicable Laws and Regulations; Developer to Take Property "As Is;" Developer's Release Regarding Environmental Hazard Risks.

8.2.1 Physical Condition of Property. Village makes no representation or warranty to Developer whatsoever with respect to the physical condition of the Property. Developer acknowledges that:

a. Developer has entered into this Agreement and if Developer purchases the Property hereunder, Developer will do so based on its own investigation of the physical condition of the Property, including any improvements and the soils and ground water conditions of the Property and its immediate environs; and

b. Developer will acquire the Property in an "AS IS" condition with known and unknown faults and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.

8.2.2 Compliance with Law. Village makes no representation or warranty whatsoever as to existing or proposed governmental laws or regulations applicable to the Property, including without limitation laws or regulations concerning Hazardous Materials. Developer acknowledges that it has entered into this Agreement and if Developer purchases the Property hereunder, Developer will do so on the basis of its own review and investigation of the applicability and effect of such laws and regulations, and Developer assumes the risks that adverse matters may not have been revealed by its investigation. The term "**Hazardous Materials**" includes petroleum (including crude oil or any fraction thereof) and any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any Environmental Laws, in any case at levels or concentrations requiring monitoring, reporting, remediation or removal in accordance with Environmental Laws. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations as of the date of this Agreement applicable to the Property, and all applicable state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate hazardous or toxic substances and materials.

8.2.3 Waiver. Developer hereby waives, releases, acquits and forever discharges Village and its officers, directors, partners, employees, agents, attorneys, and any other person acting on behalf of Village, from and against any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseeable or unforeseeable, which Developer now has or which may arise in the future on account of or in any way growing out of or connected with the presence in or on the Property, or under the surface of the Property, of underground storage tanks, asbestos-containing materials, transformers or other equipment containing polychlorinated biphenyls, or any Hazardous Materials. The foregoing covenant of Developer shall survive and be enforceable in accordance with its terms following the consummation of this transaction and shall not be merged with or into the Deed delivered by Village to Developer at the Closing Date. Developer acknowledges and

agrees that Developer is acquiring the Property in an "AS IS" condition and solely in reliance on Developer's own inspection; and that neither Village nor any of its officers, directors, partners, employees, agents, attorneys, and any other person acting on behalf of Village (collectively the "Agents") have made any representations or warranties, express or implied, verbal or written, with respect to any aspect of the Property (including without limitation the physical and environmental condition of the Property and the subsurface conditions of the soil and water) or its fitness for any particular use. Developer further acknowledges that Developer has investigated and is aware of all governmental requirements and other matters of a similar nature affecting the use and condition of the Property and the physical condition of the Property (including, but not limited to subsurface soil and water conditions), and agrees to purchase the Property, subject to the provisions contained herein, in the condition that it is in on the Closing Date. Developer hereby waives, releases and forever discharges Village and its Agents from any and all claims, actions, liabilities, judgments, demands, rights, damages and expenses whatsoever, direct or indirect, which Developer now has or which may arise in the future on account of or in any way connected with the condition of the Property, including without limitation, the environmental condition of the Property, the value, condition, status, or quality of the Property, and any law or regulation applicable thereto, and any and all claims it may have against Village and its Agents under any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, any Hazardous Materials or Environmental Laws, as these laws have been amended or supplemented. The provisions of this Section 8.2.3 shall survive the Closing and the conveyance of the Property to Developer.

8.3 Survival of Village's Representations and Warranties. The representations and warranties of Village set forth in Section 8.1 shall survive the Closing for a period of twelve (12) months after Closing.

8.4 Village's Covenants. In addition to other covenants, Village covenants with Developer, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

8.4.1 Operation of Property. Village shall maintain the Property in a manner materially consistent with the manner in which Village has maintained the Property prior to the Effective Date.

8.4.2 Provide Copies of Notices. Village shall timely furnish Developer with a copy of all notices received by Village from any governmental authority or other party of any violation of any law, statute, ordinance, regulation, or order of any governmental or public authority relating to the Property following Village's receipt thereof and in no event later than two (2) business days prior to the Closing Date.

8.4.3 Execution of New Contracts. Village shall not enter into any lease, contract or agreement that will be an obligation affecting the Property before the Closing.

8.4.4 Cooperation. Throughout the term hereof, provided Developer is diligently pursuing the same, Village shall cooperate fully with Developer to obtain all approvals necessary for the rehabilitation and construction of the Project.

8.4.5 Condemnation. Village shall not initiate any action to take all or any portion of the Property by eminent domain proceedings.

8.4.6 Liens and Encumbrances. Village shall not cause any lien or any other encumbrance to be recorded against the Property after the expiration of the Inspection Period.

8.5 Developer's Representations and Warranties. Developer represents and warrants the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

8.5.1 Developer's Authority. Developer has the right and authority to enter into this Agreement. The person signing this Agreement is authorized to do so. This Agreement has been duly authorized, executed and delivered by Developer, is a valid and binding obligation of Developer and is enforceable against Developer in accordance with its terms. Developer has obtained all consents and permissions required in connection with this Agreement under any covenant, agreement, encumbrance, law, or regulation by which Developer is bound. Developer shall provide prior to or at Closing all documents required by Title Company authorizing this transaction.

8.5.2 Pending Actions. No Pending Action is pending or threatened which may adversely affect Developer's ability to perform under this Agreement.

8.5.3 Taxes. The Developer has not failed to file any applicable income or other tax returns or to pay any income or other taxes when due which failure would have a material adverse effect on the Developer's ability to perform and satisfy its obligations and duties under this Agreement, including the construction of the Project. There is no controversy or objection pending, or to the knowledge of the Developer, threatened in respect of any tax return of the Developer which would have a material adverse effect on the Developer's ability to perform and satisfy its obligations and duties under this Agreement.

8.5.4 Compliance. As of the date of this Agreement and as of the Closing Date, Developer represents and warrants as follows:

a. Developer's funds are derived from legitimate business activities;
and

b. Developer is not a person with whom Village is prohibited from engaging in this transaction due to any United States government embargos, sanctions, or terrorism or money laundering laws, including, without limitation, due to Developer or any party that has ownership in or control over Developer being (1) subject to United States government embargos or sanctions, (2) in violation of terrorism or money laundering laws, or (3) listed on a published United States government list (e.g., Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control or other lists of similar import).

8.6 Survival of Developer's Representations and Warranties. The representations and warranties of Developer set forth herein shall survive the Closing.

8.7 Developer's Covenants. Provided this Agreement has not otherwise been terminated and the Closing has occurred in accordance herewith, Developer covenants with and to the Village as follows:

8.7.1 Construction of Project. Subject to delays resulting from Force Majeure, Developer shall commence construction of the Project within thirty (30) days of the Closing Date (the "**Project Commencement**"), and Developer shall substantially complete construction of the Project within one (1) year of the Closing Date (the "**Project Completion Date**"). For purposes of this Agreement, "Force Majeure" shall mean within the Chicagoland Area an act of God, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages, or unavailability of labor. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure. The responsibility to substantiate a claim for an event caused by Force Majeure shall rest with the party claiming such event of Force Majeure.

a. Covenants Related to the Project. Developer covenants to construct the Project. Developer shall develop the Property and cause the Project to be constructed and operated in accordance with this Agreement, and all federal, state, and local laws, ordinances, rules, regulations, executive orders, and codes applicable to the Property, the Project, and the Developer; and

b. Certificate of Completion. The Project shall be deemed to be substantially completed upon issuance of the Certificate of Completion by the Village. Developer acknowledges that a Certificate of Completion for the Project shall not be issued unless and until the Project is developed and constructed in accordance with this Agreement, the Approved Plans, and all federal, state, and local laws, ordinances, rules, regulations, executive orders, and codes applicable to the Property, the Project, and the Developer.

c. Liquidated Damages. Developer covenants and agrees that in addition to any other remedy or legal action or proceeding available to Village, if Developer fails to complete the Project by the Project Completion Date, Developer shall pay to the Village and the Village is entitled to liquidated damages to compensate the Village for lost property and other tax revenues in the amount of One Hundred Dollars (\$100.00) each and every day until such time as a Certificate of Occupancy for the Project is issued.

8.7.2 Costs Associated with the Project. Developer shall be solely financially responsible for any and all costs associated with the transfer and construction of the Project on the Property unless specifically set forth herein.

8.7.3 Project Financing. Developer represents, warrants, and covenants it has adequate equity or financing to construct the Project.

8.7.4 Survival. The provisions of Section 8.7 shall survive the Closing and the conveyance of the Property to Developer. The covenants in this Section 8.7.1 shall automatically terminate and be of no further force and effect upon the issuance of a Certificate of Completion

for the Project. The remaining covenants of this Section 8.7 shall run with the land and be binding upon any successor in interest or transferee.

ARTICLE 9

Default and Remedies

9.1 Developer's Default. If the sale of the Property as contemplated by this Agreement does not occur because of Developer's default under this Agreement, Village's sole remedy and relief for any such default of Developer shall be either of the following: (i) terminate this Agreement by written notice to Developer, or (ii) pursue an action for the specific performance of Developer's obligations hereunder. Notwithstanding anything to the contrary contained in this Section, Village and Developer agree that the remedies in the previous sentence are not intended to (i) apply to any default or breach by Developer under Section 8.7 hereof, or (ii) limit Developer's obligations under Section 12.1 hereof. In the event Developer fails to perform or satisfy its obligations, a default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from Village specifying the nature of this default; provided, however, defaults which are not capable of being cured within such 30-day period, the Developer shall not be deemed to have defaulted under this Agreement if it has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured, but in no event shall such cure period exceed ninety (90) days of its receipt of written notice from Village specifying the nature of default. If Developer has not cured or remedied a default within the timeframes provided for herein, the Village may seek all remedies available at law or equity, including damages.

9.2 Village's Default. If the sale of the Property as contemplated by this Agreement does not occur because of Village's default under this Agreement, Developer's sole remedy and relief for any such default of Village shall be either of the following: (i) terminate this Agreement by written notice to Village, or (ii) pursue an action for the specific performance of Village's obligations hereunder.

ARTICLE 10

Risk of Loss

10.1 Condemnation. If, between the Effective Date and the Closing Date, a governmental authority initiates action to take all or any portion of the Property by eminent domain proceedings, Developer may either (a) terminate this Agreement without further liability to Village and neither party shall have any obligation to the other under this Agreement, except as expressly provided for under this Agreement; or (b) continue to Closing. In the event that Developer elects (b) above, the award of the condemning authority shall be assigned to Developer at the Closing.

10.2 Casualty. Village assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If, between the Effective Date and the Closing Date, the Property suffers Material Damage, Village shall promptly, and in any event prior to the Closing, notify Developer. Developer may elect, by written notice delivered to Village within fifteen (15) days after receipt of such notice, to either (a) terminate this Agreement without further liability to Developer and

neither party shall have any further obligation to the other hereunder except as may be expressly provided in this Agreement, or (b) continue to Closing. The Closing Date shall be extended as necessary to permit Developer the full fifteen (15) days. "**Material Damage**" means damage which may cause, in Developer's reasonable judgment, Developer to expend additional funds to prepare the Property for the Project that it otherwise would not expend. If Developer does not terminate this Agreement in the case of Material Damage, Village shall assign to Developer at the Closing its right to recover under any insurance policies covering such damage (if any) and shall pay Developer at the Closing the amount of the deductible or other self-insured retention, if any. If between the Effective Date and the Closing Date, the Property suffers damage which is not Material Damage, Village shall assign to Developer all insurance proceeds payable on account of such damage and pay to Developer at Closing the amount of any deductible or uninsured loss under such insurance policy.

ARTICLE 11

Intentionally Deleted

ARTICLE 12

Indemnity

12.1 Developer's Indemnity of Village. Developer hereby agrees to indemnify, defend and hold the Village harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action, expenses and any matter or issue (including, without limitation, attorneys' fees and court costs) actually suffered or actually incurred by the Village (except that caused by the negligence or willful misconduct of the Village) in any way, or as resulting from third party claims against Village arising from or in connection with the failure of Developer to perform its obligations or covenants under this Agreement. The provisions of the undertakings and indemnification set out in this Section shall survive the Closing and/or termination of this Agreement.

ARTICLE 13

Miscellaneous

13.1 Assignment. The agreements, undertakings, rights, benefits, and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives. Notwithstanding any provision in this Agreement, Developer may not assign its rights under this Agreement without first obtaining Village's written approval, in Village's sole discretion.

13.2 Brokers. Parties represent to one another, each with respect to its own actions, that it has not retained nor hired any broker nor real estate consultant in connection with the conveyance evidenced by this Agreement. Each party agrees to indemnify the other for any claim for a broker commission or other compensation arising out of this Agreement and the contemplated transactions.

13.3 Notices. Any notice required under this Agreement shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by mail by United States registered or certified mail, return receipt requested, postage prepaid and

addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, deposit with such overnight courier for next business day delivery, or three (3) business days after deposit in the United States mail. The parties' respective addresses for notice purposes are as follows:

If to Developer: Elva Villalobos
9668 Franklin Avenue
Franklin Park, Illinois 60131

If to Village: Village President
Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

with a copy to: Village Clerk
Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

13.4 General Provisions. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

13.5 Governing Law. This Agreement is governed by the laws of the State of Illinois.

13.6 Jurisdiction, Venue and Forum. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner, or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, State of Illinois, and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, State of Illinois and hereby waives any objections each party may have based on improper venue or forum non conveniens to the conduct of any proceeding instituted hereunder.

13.7 Waiver. No waiver by any party of any breach of any provision of this Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of such provision itself, or a waiver of any right, power, or remedy under this Agreement.

13.8 Entire Agreement. This writing contains the entire agreement of the parties and may not be amended except in writing, signed by both Village and Developer. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied or by operation of law, between the Parties or other than as herein set forth or as specifically referred to herein.

13.9 Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

13.10 Calculation of Time Periods. In computing any period of time described in this Agreement, the day of the act of event after which the designated period of time begins to run is

not to be included, unless such last day is a Saturday, Sunday, or legal holiday in the Village or under the laws of the State of Illinois, in which event the period shall run until the end of the next business day.

13.11 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended to limit or define the text of any section or subsection.

13.12 Exhibits and Schedules. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

<u>Exhibit A</u>	Legal Description
<u>Exhibit B</u>	Deed
<u>Exhibit C</u>	Preliminary Site Plan

13.13 Entire Agreement. This Agreement, including Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

13.14 Termination of Agreement. If either Developer or Village terminates this Agreement pursuant to a right of termination granted under this Agreement, such termination will operate to relieve Village and Developer from all obligations under this Agreement, except for such obligations that expressly survive the termination of this Agreement.

13.15 Survival. All provisions of this Agreement which are not fully performed as of Closing shall survive Closing.

13.16 Time of Essence. Time is of the essence with respect to this Agreement.

13.17 Severability. If any provision of this Agreement shall be in violation of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any provision shall not invalidate or render unenforceable any other provision hereof, which other provisions shall remain in full force and effect.

13.18 Further Assurances. Village and Developer shall do such further acts and execute and deliver such further agreements and assurances as the other party may reasonably require to give full effect and meaning to this Agreement.

13.19 Representatives Not Personally Liable. No elected or appointed officer, official, attorney, employee, consultant, or agent of the Village shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

13.20 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and terminate on the first to occur (i) ten (10) years from the date of issuance of the Certificate of Completion, subject to the covenants herein contained; or (ii) the early termination of this Agreement in accordance with the provisions herein contained.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Village and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF FRANKLIN PARK, ILLINOIS,
An Illinois municipal corporation

Village President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this ____ day of _____ 2025, before me, personally appeared Barrett F. Pedersen, personally known, who being by me duly sworn did say that he is the Village President of the Village of Franklin Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

IN WITNESS WHEREOF, the Village and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

THE LOBOS GROUP, LLC

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this ____ day of _____, 2025, before me, personally appeared _____, personally known, who being by me duly sworn did say that they have read this Agreement and understand they are entering into contract for the purchase of property as a duly qualified and authorized officer of the above-referenced corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

Exhibit A

Legal Description of Property

(As Such May be Revised or Determined Accurate by Title Company or Property Survey)

LOT 1 IN BLOCK 5 IN 1ST ADDITION TO FRANKLIN PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Number (PIN): 12-28-208-010-0000

Address: 9651 Franklin Avenue, Franklin Park, Illinois 60131

Exhibit B

Form of Quit Claim Deed

This Instrument Prepared By:

Upon Recordation Mail To:

QUIT CLAIM DEED

THIS INDENTURE made as of this _____ day of _____, 20____, between the VILLAGE OF FRANKLIN PARK, an Illinois municipal corporation, whose address is 9500 Belmont Avenue, Franklin Park, Illinois (the "Grantor"), and _____, whose address is _____, Illinois _____ (the "Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents does CONVEY and QUIT CLAIM unto the Grantee, and to its successors and assigns, all of Grantor's right, title and interest in and to the following described real estate, situated in the County of Cook and State of Illinois, as follows:

THIS IS NOT HOMESTEAD PROPERTY.

[INSERT LEGAL DESCRIPTION]

Address of Property: 9651 Franklin Avenue, Franklin Park, Illinois 60131

Permanent Index Number (PIN): 12-28-208-010-0000.

IN WITNESS WHEREOF, the Grantor has duly executed this Quit Claim Deed as of the date first herein written.

VILLAGE OF FRANKLIN PARK,
an Illinois municipal corporation

By: _____
Name: Barrett F. Pedersen
Title: Village President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Barrett F. Pedersen, personally known to me to be the Village President of the Village of Franklin Park and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Village President of the Village of Franklin Park, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of the Village of Franklin Park, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2025.

Commission expires _____, 20____

Notary Public

SEND SUBSEQUENT TAX BILLS TO:

Exhibit C

Preliminary Site Plan

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-Z-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW FOR AN "INDOOR
TRUCK VEHICLE DEALERSHIP" IN THE C-3 GENERAL COMMERCIAL
DISTRICT (ZBA 25-15: 4000 MANNHEIM ROAD)**

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

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

ORDINANCE NUMBER 2526-Z- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW FOR AN “INDOOR
TRUCK VEHICLE DEALERSHIP” IN THE C-3 GENERAL COMMERCIAL DISTRICT
(ZBA 25-15: 4000 MANNHEIM ROAD)**

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

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

WHEREAS, a conditional use application, ZBA 25-15, has been submitted to the Village by Sam Kostic of 4000 North Mannheim Road, Franklin Park IL LLC d/b/a Delta Group Logistics (the “*Applicant*” and “*Owner*”), to allow within the C-3 General Commercial District the operation of an “Indoor Truck Vehicle Dealership” (the “*Proposed Conditional Use*”) on the property commonly known as 4000 North Mannheim, Franklin Park, Illinois and as legally described and depicted on Exhibit A (the “*Property*”); and

WHEREAS, the Zoning Board of Appeals held a public hearing on October 1, 2025 (the “*Public Hearing*”), on whether the Proposed Conditional Use should be approved, at which time all persons present were afforded an opportunity to be heard; and

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

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

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

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

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

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

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

1. The establishment, maintenance, or operation of the Proposed Conditional Use, subject to the conditions set forth herein, will not be detrimental to, or endanger the public health, safety, or welfare;
2. The Proposed Conditional Use, subject to the conditions set forth herein, will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

3. The Proposed Conditional Use, subject to the conditions set forth herein, will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the C-3 General Commercial District;
4. Adequate utilities, access roads, drainage and/or necessary facilities for the Proposed Conditional Use have been or are being provided at the Property;
5. Adequate measures have been or will be taken to provide ingress and egress for the Proposed Conditional Use, subject to the conditions set forth herein, designed to minimize traffic congestion in the public streets; and
6. The Proposed Conditional Use shall, in all other respects, conform to the applicable regulations of the C-3 General Commercial District, except as such regulations may, in each instance, be modified by the Board of Trustees pursuant to the recommendations of the Zoning Board of Appeals.

Section 4. A Conditional Use, subject to the conditions set forth below, is hereby granted and issued to 4000 North Mannheim Road, Franklin Park IL LLC d/b/a Delta Group Logistics for the operation of an “Indoor Truck Vehicle Dealership” use in the C-3 General Commercial District located at 4000 N. Mannheim Road, Franklin Park, Illinois, and as legally described and depicted on Exhibit A.

This conditional use permit is subject to the following conditions:

1. The Applicant may use the Property for the sale and service of tires as an accessory use to the Conditional Use, but such sale and service shall be limited to vehicles associated with the truck dealership.
2. The accessory tire service operations shall be conducted entirely within the building on the Property. A maximum of twelve (12) trucks awaiting immediate tire repair/service may be parked outside, provided they are located in the rear or side yard, screened from view by a solid wall or fence of not less than eight (8) feet in height, and in full compliance with Village Code Title 4, Section 10 (Outdoor Storage Ordinance).
3. The Conditional Use shall not permit the use of the Property for truck or large equipment/engine repair, airport parking, truck parking (except those associated with the tire repair/service use), vehicle towing facility, and emissions testing/vehicle inspection facility. Those uses are specifically prohibited.
4. The Applicant shall submit a parking plan in full compliance with Village Code Title 9, Section 11 (Parking Ordinance) and Section 12 (Landscape Ordinance), and shall

- reconstruct the parking lot to meet all applicable standards prior to commencing operation of the Conditional Use or its accessory use.
5. Outdoor truck parking stalls designated for the accessory tire repair/service use may be used to store vehicles for no longer than seven (7) days prior to service and no more than seven (7) days following service. Outdoor stationing for longer periods of time is prohibited.
 6. The Conditional Use complies at all times with all other applicable codes, regulations, and ordinances of the Village of Franklin Park;
 7. The Conditional Use shall be limited to Applicant, and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Franklin Park Zoning Ordinance; and
 8. This Ordinance shall be signed by the Applicant to signify acknowledgement of the terms hereof.

Section 5. The Applicant hereunder shall at all times comply with all Village regulations and the terms and conditions of the Conditional Use and in the event of non-compliance, said Conditional Use shall be subject to revocation by appropriate legal proceedings.

Section 6. 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 7. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8. This Ordinance shall be in full force and effect following its passage, approval and publication in pamphlet form 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 2025, 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 2025.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL J. ARELLANO
VILLAGE CLERK

Exhibit A

Legal Description

PARCEL 1:

THAT PART OF LOT 2 (EXCEPT THE NORTH 50 ACRES THEREOF) OF THE ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SECTION 17, BEING ALSO THE SOUTH LINE OF SAID LOT 2, AT ITS INTERSECTION WITH A LINE 50 FEET, MEASURED PERPENDICULARLY, WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 372.31 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 834.24 FEET TO ITS INTERSECTION WITH A LINE 60 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 50 ACRES OF SAID LOT 2; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 372.32 FEET TO ITS INTERSECTION WITH SAID LINE WHICH IS 50 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID SOUTH EAST 1/4; AND THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 834.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF SAID LOT 2 (EXCEPT THE NORTH 50 ACRES THEREOF) WHICH LIES EAST OF A LINE 50 FEET, MEASURED PERPENDICULARLY WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER AND SOUTH OF A LINE 60 FEET, MEASURED PERPENDICULARLY, SOUTH FROM AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 50 ACRES OF SAID LOT 2, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM PARCELS 1 AND 2 THAT PART THEREOF FALLING IN A TRACT OF LAND HEREFTER DESCRIBED AS "EXCEPTION PARCEL" EXCEPTION PARCEL: THAT PART OF LOT 2, AFORESAID (EXCEPT THE NORTH 50 ACRES THEREOF) BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 17, BEING ALSO THE SOUTH LINE OF SAID LOT 2, AT A POINT NORMALLY DISTANT 92 FEET WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON A LINE NORMALLY DISTANT 67 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, SAID POINT BEING 25 FEET NORTH OF SAID SOUTH LINE; THENCE NORTH ALONG A LINE NORMALLY DISTANT 67 FEET WEST AND PARALLEL WITH SAID EAST LINE A DISTANCE OF 809.56 FEET TO A POINT; THENCE EAST

ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTH 50 ACRES OF LOT 2 A DISTANCE OF 34 FEET TO A POINT, SAID PO INTL YING ON THE THEN EXISTING WEST RIGHT OF WAY LINE OF MANNHEIM ROAD; THENCE SOUTH ALONG WEST RIGHT OF ACCESS LINE A DISTANCE OF 834.56 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 59 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, BEING THE PREMISES CONVEYED TO THE STATE OF ILLINOIS BY DEED DATED JULY 21, 1976 AND RECORDED SEPTEMBER 9, 1976 AS DOCUMENT 23629092.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DOCUMENT RECORDED JUNE 18, 1985 AS DOCUMENT NO. 19500223 FOR INGRESS AND EGRESS OVER THE NORTH 60 FEET OF LOT 2 (EXCEPT THE NORTH 50 ACRES THEREOF) OF THE ASSESSOR'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE WEST LINE OF MANNHEIM ROAD AND THE NORTHERLY EXTENSION OF THE WEST LINE OF THE REAL ESTATE HEREINBEFORE DESCRIBED AS PARCEL 1, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DOCUMENT RECORDED JUNE 18, 1965 AS DOCUMENT NO. 19500223 FOR INGRESS AND EGRESS OVER THE THAT CERTAIN PRIVATE ROADWAY IDENTIFIED AS SEYMOUR AVENUE THAT IS CONTIGUOUS TO THE SOUTHERLY BOUNDARY LINE OF THE HEREINBEFORE DESCRIBED PARCEL 1, AND FOR THE USE AND CONNECTION TO THE 12 INCH SEWER LINE AND THE 12 INCH WATER LINE NOW OR HEREAFTER LOCATED IN SAID SEYMOUR AVENUE AND TO REPLACE AND TO MAINTAIN SAID CONNECTIONS, ALL IN COOK COUNTY, ILLINOIS.

Address: 4000 N. Mannheim Road, Franklin Park, Illinois

PIN: 12-17-401-015-0000

ACKNOWLEDGMENT BY APPLICANT: THE UNDERSIGNED AUTHORIZED REPRESENTATIVES ACKNOWLEDGE THE CONDITIONS OF THIS ORDINANCE:

400 NORTH MANNHEIM ROAD, FRANKLIN PARK IL LLC

By: _____

Its: _____

Dated: _____



The Salvation Army

Founded in 1865 by William and Catherine Booth

DOING THE MOST GOOD

North and Central Illinois Division

Lyndon Buckingham
General

Erin Diaz
Territorial Commander

Jonathan Rich
Lt. Colonel | Divisional Commander

September 25, 2025

Ms. April J. Arellano
Deputy Clerk
9500 W. Belmont
Franklin Park, IL 60131

Dear Ms. April J. Arellano,

The world has tough problems: neighborhoods beset by violence and crime, families torn apart by addiction, children living with hunger, neglect or abuse, and people suffering from clinical depression, emotional and spiritual angst. These problems are the toughest of the tough, but The Salvation Army meets them head on, all year round.

We consider it an honor and a privilege to partner with community leaders like yourself to serve the most vulnerable in our neighborhoods.

We are requesting your community's approval to conduct our annual Red Kettle Campaign and our intent to seek permission from private property owners regarding collections of funds in front of their establishments.

RED KETTLE CAMPAIGN: Monday - Saturday, November 1st - December 24th 2025

Enclosed is a confirmation form. We ask that you take a few minutes to fill it out, specifying any requirements or notes you'd like us to acknowledge. Please scan and email this form back to us, keeping a copy for your records.

For any additional information, please feel free to call Sara Ruthberg at: **773.368.9311** or email sara.ruthberg@usc.salvationarmy.org. We look forward to hearing from you. Thank you.

Sincerely,

Sara Ruthberg
Associate Director of Annual Campaigns
773-205-3526 | alison.friduss@usc.salvationarmy.org



DOING THE MOST GOOD™

CONFIRMATION FORM

Please attach any additional information/requirements as needed

RED KETTLE CAMPAIGN: November 1st - December 24th 2025 (Monday-Saturday)

Permission Granted: (Please circle one) YES NO

Reason Denied: _____

Village/Township Name: _____

Name & Title of Official: _____ Phone #: _____

Signature: _____

Contact Person: _____ Phone #: _____

Certificate of Insurance (COI) Required: (Please circle one) YES NO

Specific Verbiage Required on COI: _____

Fee Required: (Please circle one) YES [Amt: \$ _____] NO

Additional Instructions/Requests: _____

*Please transmit completed form to: (Email) sara.ruthberg@usc.salvationarmy.org or
(Fax) Attn: Sara Ruthberg, Development Department 773.205.3675*



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

October 2, 2025

Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Tom McCabe, PE – Village Engineer

Subject: Proposal for Professional Engineering Services
Crown Road Drainage Alternatives Analysis
Franklin Park, Illinois

Dear Mr. McCabe:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services to complete an alternatives analysis for Crown Road in the Village of Franklin Park (Village), Cook County, Illinois. Included below are our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

In 2024/2025, CBBEL performed a drainage analysis for Crown Road which evaluated ten alternatives which would provide flood relief to Crown Road. Crown Road drains from east to west via a storm sewer that discharges into Silver Creek. The outlet at Silver Creek has a backflow preventer that is not functioning properly. Because the elevation of Crown Road is below the 100-year elevation of Silver Creek and, even with a backflow preventer, areas tributary to Crown Road will not drain until Silver Creek water level has receded. We understand that the Village has received grant funding to construct additional improvements beyond the proposed underground storage at Crown Road and Houston Street. This analysis is to optimize storm sewer improvements within the allowable funding. It is our understanding that the Village would like CBBEL to perform additional analyses to further evaluate alternatives to optimize the drainage improvements. This analysis will also include cost estimates for the alternatives.

SCOPE OF SERVICES

CBBEL has identified the following tasks to complete the Understanding of the Assignment.

Task 1 – Proposed Conditions PCSWMM Hydrologic and Hydraulic Analysis: Using the PCSWMM hydrologic and hydraulic analysis that CBBEL prepared for the Crown Road Drainage Investigation, we will optimize the storm sewer improvements that will complement the underground storage.

CBBEL will analyze the alternatives to optimize the drainage improvements to reduce flooding along Crown Road. These alternatives will include, but are not limited to:

- Rerouting Crown Road storm sewer;
- Optimization of proposed Crown Road storm sewer.

Task 2 – Meeting with Village Staff: Prior to preparing a memorandum to summarize the drainage analysis, CBBEL will meet with Village staff to discuss the alternatives.

Task 3 – Summary Memorandum of Recommendations and Cost Estimate: CBBEL will prepare a memorandum summarizing the drainage analysis and concept improvements. The memorandum will include a narrative, exhibits, supporting calculations, and a conceptual cost estimate for the alternatives.

ESTIMATE OF FEE

We have determined the following costs for each of the tasks described in this proposal.

Task	Description	Fee
1	Proposed Conditions PCSWMM Analysis and Project Development	\$ 6,890
2	Meeting with Village Staff	\$ 1,200
3	Summary Memorandum with Recommendations and Cost Estimate	\$ 2,400
TOTAL		\$10,490

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Thomas T. Burke, Jr., PhD, PE
Executive Vice President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS
ACCEPTED FOR THE VILLAGE OF FRANKLIN PARK:

BY: _____
TITLE: _____
DATE: _____

JMG/TTB/hmc
N:\PROPOSALS\ADMIN\2025\Franklin Park Crown Road Drainage Analysis 100225.docx

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

These rates are in effect until December 31, 2025, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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