

**VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
11/17/25**

<u>Payroll Ending</u>	<u>11.07.25</u>	<u>TOTALS</u>
Village Portion of Social Security Reg Payroll	13,098.69	
Village Portion of Medicare Payroll	8,173.98	
Payroll Gross Wages	<u>594,884.68</u>	
	616,157.35	\$ 616,157.35

<u>Manual Checks & Wires</u>		
Manual Checks	<u>100.00</u>	
Total Manual Checks		\$ 100.00

<u>ACH Debits</u>		
Health Insurance Premium	0.00	
City of Chicago (Water Payment)	<u>0.00</u>	
Total ACH Debits		\$ -

<u>Payable Vouchers</u>		
Payable Voucher 11-21-2025	<u>1,242,434.28</u>	
Total Payable Vouchers		<u>\$ 1,242,434.28</u>

Grand Total Payments	\$ 1,858,691.63
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Accounts Payable

Computer Check Proof List by Vendor

User: cperez
 Printed: 11/13/2025 - 4:56PM
 Batch: 00221.11.2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 5002 38125	34 PUBLISHING, INC. Provided various services for the November 202:	450.00	11/21/2025	Check Sequence: 1 10-01-51880	ACH Enabled: False
	Check Total:	450.00			
Vendor: 2615 8203	A.W.E.S.O.M.E. PEST SERVICE INC. Exterminating services & Rodent control Octobe	610.00	11/21/2025	Check Sequence: 2 10-60-62460	ACH Enabled: False
	Check Total:	610.00			
Vendor: 1259 155906/1	ACE HARDWARE - FIRE Fasteners, E-2 Repair	7.79	11/21/2025	Check Sequence: 3 10-30-50110	ACH Enabled: False
	Check Total:	7.79			
Vendor: 1260 155932/1 156021/1	ACE HARDWARE - SEWER & WATER Dawn Ultra, Airwick, Glass Wipes Sldrng Iron Kit 30W, MLT Bit Screwdriver 10ir	105.40 37.82	11/21/2025 11/21/2025	Check Sequence: 4 34-01-62680 34-01-82840	ACH Enabled: False
	Check Total:	143.22			
Vendor: 4849 01_497595	Acme Truck Brake Air Tank & Valves # 220	302.19	11/21/2025	Check Sequence: 5 08-01-50090	ACH Enabled: False
	Check Total:	302.19			
Vendor: 3050 227750 227853	AIR ONE EQUIPMENT, INC. SCBA Repair Calibration Gas	745.42 370.00	11/21/2025 11/21/2025	Check Sequence: 6 10-30-50800 34-01-50940	ACH Enabled: False
	Check Total:	1,115.42			
Vendor: 0149	AL PIEMONTE FORD SALES, INC.			Check Sequence: 7	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
823326F0W	Tire Pressure Sensors (3 @ 62.72) # 880	188.16	11/21/2025	08-01-50020	
	Check Total:	188.16			
Vendor: 0010	ALEXANDER CHEMICAL CORPORATION			Check Sequence: 8	ACH Enabled: False
101460	CL 150 Lb Cylinder, 51300-10538000	72.50	11/21/2025	34-01-62880	
101587	CL 150 Lb Cylinder, 51300-10538000	-17.50	11/21/2025	34-01-62880	
	Check Total:	55.00			
Vendor: 0013	ALLIED ASPHALT PAVING CO.			Check Sequence: 9	ACH Enabled: False
260882	Asphalt Grindings	50.00	11/21/2025	10-90-62600	
261046	N50 D Surface 81BIT7	767.82	11/21/2025	10-90-62600	
	Check Total:	817.82			
Vendor: 1748	AMALGAMATED BANK OF CHICAGO			Check Sequence: 10	ACH Enabled: False
58991025	VOFP, Illinois General Obligation Limited Tax I	475.00	11/21/2025	44-01-45000	
61961125	VOFP, Illinois General Obligation Limited Tax I	475.00	11/21/2025	44-01-45000	
	Check Total:	950.00			
Vendor: 3478	AMERICAN SPEEDY PRINTING			Check Sequence: 11	ACH Enabled: False
49463	Building DPT "Approved" Labels for Inspection:	155.00	11/21/2025	10-13-51800	
	Check Total:	155.00			
Vendor: 5905	ARC 13058 LIMITED			Check Sequence: 12	ACH Enabled: False
10012025	Prisoner Meals	82.90	11/21/2025	10-20-60620	
	Check Total:	82.90			
Vendor: 1504	APRIL ARELLANO			Check Sequence: 13	ACH Enabled: False
093025	Reimb for Parking for MPC	35.00	11/21/2025	10-18-52000	
103025	Reimb for Items for Senior Health Fair	53.96	11/21/2025	10-60-62470	
103125	Reimb for Table covers for Senior Health Fair	42.82	11/21/2025	10-60-62470	
	Check Total:	131.78			
Vendor: 5242	AT&T			Check Sequence: 14	ACH Enabled: False
847233022310	Alarm Circuits and Multiple Single Lines for No	89.86	11/21/2025	10-02-51200	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
847233053710	Multiple Single Line Charges PD - Nov	83.70	11/21/2025	10-02-51200	
	Check Total:	173.56			
Vendor: 7509	AT&T MOBILITY			Check Sequence: 15	ACH Enabled: False
10272025	Multiple Single Line Charges - Nov, Replaces al	307.50	11/21/2025	10-02-51200	
	Check Total:	307.50			
Vendor: 1412	BATTERY SERVICE CORP			Check Sequence: 16	ACH Enabled: False
0127720	Motorcraft Battery # Shelf Stock	154.95	11/21/2025	08-01-50020	
	Check Total:	154.95			
Vendor: 0925	BELLWOOD ELECTRIC MOTORS, INC.			Check Sequence: 17	ACH Enabled: False
3320	Service to Check Scotts Lift Station & Fullerton	3,500.00	11/21/2025	34-01-50940	
3321	Disassemble, Wash Windings New Bearings	8,200.00	11/21/2025	34-02-63070	
3322	Service to Install Pump #2 back in service at Anc	4,200.00	11/21/2025	34-01-50940	
3338	Rebuilt Pump #1 at Scott's Lift Station	9,600.00	11/21/2025	34-02-50940	
3339	Service to remove pump #1 from Scott's Lift Stat	4,200.00	11/21/2025	34-02-50940	
3342	Service call to install pump #1 back in service @	4,200.00	11/21/2025	34-02-50940	
	Check Total:	33,900.00			
Vendor: 1764	BIUNDO LANDSCAPING			Check Sequence: 18	ACH Enabled: False
7-Senior	Senior grass cutting - 66 cuts @\$27 each Octobe	1,782.00	11/21/2025	10-18-60000	
8-Nov	October vacant lot grass cutting for 10500 Grand	560.00	11/21/2025	43-01-59000	
	Check Total:	2,342.00			
Vendor: 5074	BLUDERS TREE SERVICE			Check Sequence: 19	ACH Enabled: False
5189	Tree Removal & Trimming, Removal of an emer	5,500.00	11/21/2025	34-02-63100	
5190	Tree Removal & Trimming, N. Side of Reservoir	4,000.00	11/21/2025	34-02-63110	
	Check Total:	9,500.00			
Vendor: 0503	BUILDERS ASPHALT, LLC			Check Sequence: 20	ACH Enabled: False
180750	UPM Delivery	4,257.50	11/21/2025	10-90-82780	
	Check Total:	4,257.50			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 0416 1990	C.O.P.S & F.I.R.E PERSONAL TESTING SERVICE, INC. Shipping Fee, Police Application Files	15.02	11/21/2025	Check Sequence: 21 10-40-62260	ACH Enabled: False
	Check Total:	15.02			
Vendor: 1895 AG6P83G	CDW GOVERNMENT, INC. Laptop	1,227.63	11/21/2025	Check Sequence: 22 10-02-80100	ACH Enabled: False
	Check Total:	1,227.63			
Vendor: 2929 124769001000 124769001000	CHICAGO TRIBUNE MEDIA GROUP Online Notice of Public Hearing (ZBA 25-16) On Online Notice of Public Hearing (ZBA 25-15) On	40.60 35.45	11/21/2025 11/21/2025	Check Sequence: 23 10-12-53170 10-12-53170	ACH Enabled: False
	Check Total:	76.05			
Vendor: 0968 61H14-38	CHRISTOPHER B. BURKE ENGINEERING, LTD. Franklin Ave Phase III Engineering, (8/31/2025-9/30/2025)	47,998.58	11/21/2025	Check Sequence: 24 65-10-54600	ACH Enabled: False
	Check Total:	47,998.58			
Vendor: 5656 242195	CITY OF AURORA Water Production Lab Test September 2025	220.50	11/21/2025	Check Sequence: 25 34-01-62850	ACH Enabled: False
	Check Total:	220.50			
Vendor: 3644 200860141239Oct 200860167317Oct	COMCAST Cable TV for Streets for Nov 10.20-11.19	4.62 125.01	11/21/2025 11/21/2025	Check Sequence: 26 10-02-51200 10-20-52600	ACH Enabled: False
	Check Total:	129.63			
Vendor: 5257 3604055000Oct 4123337000Oct 4910975000Oct 6686895000Oct 8591400853Oct 8743188146Oct	COMED 3200 Sarah, Acct #3604055000, 9/17-10/17/2025 3200 N Mannheim Rd, Acct #4123337000, 9/17-10/17/2025 9380 Chestnut, Acct #4910975000, 9/10-10/10/2025 2599 Scott - Near 2701 Scott, Acct #6686895000, 9/10-10/10/2025 11541 Franklin Ave - Lights, Acct #8591400853, 9/10-10/10/2025 3204 Rose, Acct #8743188146, 9/17-10/17/2025	338.48 42.11 72.40 163.24 7.00 96.10	11/21/2025 11/21/2025 11/21/2025 11/21/2025 11/21/2025 11/21/2025	Check Sequence: 27 10-50-62330 10-50-62330 10-50-62330 10-50-62330 10-50-62330 10-50-62330	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	719.33			
Vendor: 7706	COMFORT SOLUTION HVAC			Check Sequence: 28	ACH Enabled: False
1731	Commercial HVAC Maintenance	438.67	11/21/2025	10-90-62590	
1731	Commercial HVAC Maintenance	438.67	11/21/2025	34-02-62590	
1731	Commercial HVAC Maintenance	438.66	11/21/2025	34-01-62590	
1732	Furnace Gas Valve Replacement For Heating Sys	823.00	11/21/2025	10-13-52800	
	Check Total:	2,139.00			
Vendor: 2085	COMPCOREPRO			Check Sequence: 29	ACH Enabled: False
3054	Monthly Service Agreement November 2025	1,000.00	11/21/2025	10-32-57000	
	Check Total:	1,000.00			
Vendor: 3016	COPENHAVER CONSTRUCTION, INC			Check Sequence: 30	ACH Enabled: False
650.24.2	Washington St reconstruction and Pacific Ave #1	376,644.60	11/21/2025	65-10-88100	
	Check Total:	376,644.60			
Vendor: 3302	CORE & MAIN LP			Check Sequence: 31	ACH Enabled: False
X954822	Soft K Copper USA Per Foot 1x100 & 1x60	4,304.00	11/21/2025	34-01-62860	
X978074	DI PIPE, Tyton JT Rubber Gasket	1,250.40	11/21/2025	34-02-63070	
Y004936	17oz Blue Marking Paint, Lan Flag Blue Water (	451.28	11/21/2025	34-01-62860	
	Check Total:	6,005.68			
Vendor: 1337	CORPORATE BUSINESS CARDS, LTD			Check Sequence: 32	ACH Enabled: False
345465	Village of Franklin Park - No Parking Signs	1,716.00	11/21/2025	10-90-62610	
	Check Total:	1,716.00			
Vendor: 1464	D&P CONSTRUCTION CO., INC.			Check Sequence: 33	ACH Enabled: False
0000427671	Switch W. O #581296, Environmental Recovery	445.00	11/21/2025	09-01-64000	
	Check Total:	445.00			
Vendor: 7902	DEPENDENT SPECIALISTS, INC			Check Sequence: 34	ACH Enabled: False
5076	Final invoice for Comp Dependent Verification	2,204.00	11/21/2025	10-52-59000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	2,204.00			
Vendor: 3093	DOBSON ENTERTAINMENT, INC			Check Sequence: 35	ACH Enabled: False
4852	Social medio video for Senior Health Fair	1,170.00	11/21/2025	10-01-51880	
	Check Total:	1,170.00			
Vendor: 3026	DYNEGY ENERGY SERVICES			Check Sequence: 36	ACH Enabled: False
030000627280	129 W Manor Ave, Acct #6435424935, 8/5-9/9/2	728.48	11/21/2025	34-02-62800	
030000643837	Unit F 9364 Franklin Ave, Acct #581948291, 9/4	79.01	11/21/2025	10-50-62330	
030000643837	0 17th Ave & Fullerton, Acct #581948291, 9/4-1	76.76	11/21/2025	34-02-62800	
030000643837	129 W. Manor, Acct #581948291, 9/4-10/16/202	111.35	11/21/2025	34-02-62800	
030000643837	2401 Scott, Acct #581948291, 9/4-10/16/2025	80.92	11/21/2025	10-50-62330	
030000643837	11400 Copenhagen, Acct #581948291, 9/4-10/16/2025	263.87	11/21/2025	34-02-62800	
030000643837	0 Franklin Ave, Acct #581948291, 9/4-10/16/202	179.65	11/21/2025	10-50-62330	
030000643837	2998 Hart, Acct #581948291, 9/4-10/16/2025	112.96	11/21/2025	34-02-62800	
030000643837	9400 Grand, Acct #581948291, 9/4-10/16/2025	356.66	11/21/2025	10-50-62330	
030000643837	11201 Taft, Acct #581948291, 9/4-10/16/2025	46.54	11/21/2025	34-02-62800	
030000643837	9540 Addison, Acct #581948291, 9/4-10/16/2025	57.74	11/21/2025	10-50-62330	
030000643837	Late Fee, Acct #581948291, 9/4-10/16/2025	337.69	11/21/2025	10-50-62330	
030000643837	9229 Grand, Acct #581948291, 9/4-10/16/2025	122.07	11/21/2025	34-02-62800	
	Check Total:	2,553.70			
Vendor: 1755	E. HOFFMAN, INC.			Check Sequence: 37	ACH Enabled: False
32095	October 21-24, Mixed Load Spoils Hauled Out	5,510.00	11/21/2025	34-01-62860	
32095	October 21-24, Mixed Load Spoils Hauled Out	5,510.00	11/21/2025	34-02-63070	
32104	VOFP King Street Yard, Mixed Load Spoils Hau	10,440.00	11/21/2025	34-01-62860	
	Check Total:	21,460.00			
Vendor: 5498	EFAX CORPORATE			Check Sequence: 38	ACH Enabled: False
5730879	Efax software for HR- Oct	34.99	11/21/2025	10-02-54200	
	Check Total:	34.99			
Vendor: 3829	ELECTRICAL SYSTEMS, INC.			Check Sequence: 39	ACH Enabled: False
11396	Village of Franklin Park, Main Transducer Repla	7,640.58	11/21/2025	34-01-50940	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
11398	Village of Franklin Park, King St (AC UNIT)	1,294.30	11/21/2025	34-01-50940	
11399	Village of Franklin Park, 17th St. Floats	8,373.83	11/21/2025	34-02-50940	
11400	Village of Franklin Park, Talbott Troubleshooting	3,023.00	11/21/2025	34-02-50940	
11404	Village of Franklin Park, Demo & Install Pump 2	4,817.57	11/21/2025	34-01-50940	
11409	VOFP, Radio Trouble-Shooting & Transformer I	4,983.71	11/21/2025	34-01-82980	
	Check Total:	30,132.99			
Vendor: 3278	ELEVATOR INSPECTION SERVICES			Check Sequence: 40	ACH Enabled: False
00339698	Elevator Inspections for Village Properties Annu	89.00	11/21/2025	10-13-60550	
00342843	25-BP-0844 10300 Grand-Permit for Passenger I	80.00	11/21/2025	10-13-60550	
	Check Total:	169.00			
Vendor: 2114	ELINEUP LLC			Check Sequence: 41	ACH Enabled: False
1721	eLineup Professional and Support/Maintenance Y	750.00	11/21/2025	10-20-60560	
	Check Total:	750.00			
Vendor: 4446	EMERGENCY VEHICLE SERVICE INC			Check Sequence: 42	ACH Enabled: False
34160	E-2 (478) Repairs	2,083.83	11/21/2025	10-30-50110	
34228	E-1 (479) Repairs	1,518.01	11/21/2025	10-30-50110	
34276	E-2 (478) Repairs	2,220.82	11/21/2025	10-30-50110	
34277	E-2 (478) Repairs	1,113.22	11/21/2025	10-30-50110	
	Check Total:	6,935.88			
Vendor: 5703	EVERLAST BLACKTOP, INC			Check Sequence: 43	ACH Enabled: False
671.25.1	Construction for Franklin Ave downtown streetsc	238,535.19	11/21/2025	65-10-82825	
	Check Total:	238,535.19			
Vendor: 4713	FAHEY & SONS PAVING			Check Sequence: 44	ACH Enabled: False
11351	Excavated work at: Behind Water Tower	3,490.00	11/21/2025	10-90-62600	
6901	Excavated work at: Various Locations	4,490.00	11/21/2025	10-90-62600	
6918	Excavated work at: Various Locations	5,990.00	11/21/2025	10-90-62600	
	Check Total:	13,970.00			
Vendor: 4183	DBA POLLARDWATER FERGUSON ENTERPRISES LLC #3326			Check Sequence: 45	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
0299051	XL 3 in WTHR PROOF PARKA	229.30	11/21/2025	34-02-60600	
0299051	2x3 in WTHR PROOF PARKA	229.30	11/21/2025	34-01-60600	
	Check Total:	458.60			
Vendor: 4788	FERGUSON WATERWORKS #2516			Check Sequence: 46	ACH Enabled: False
0538029	Water Meter Certified Test	85.00	11/21/2025	34-01-62815	
0539239	Installation of R900 Gateway System, Gateway I	750.00	11/21/2025	34-01-62835	
	Check Total:	835.00			
Vendor: 0080	FRANKLIN PARK BUILDING MATERIAL			Check Sequence: 47	ACH Enabled: False
62637	Qty - 4.50 C.Y. # River Rock	265.50	11/21/2025	34-01-62860	
	Check Total:	265.50			
Vendor: 0081	FRANKLIN PARK PLUMBING CO., INC.			Check Sequence: 48	ACH Enabled: False
14260	11101 Franklin Ave, Provided Labor to assist on	2,950.00	11/21/2025	34-01-62860	
14549	9931 Herrick, Excavation and replacement of lea	7,722.00	11/21/2025	34-01-88910	
14553	3133 Lincoln Ave, Completed Lead Line Replac	8,160.00	11/21/2025	34-01-88910	
14554	2808 Elder Lane, Completed Site Utility Work	7,745.00	11/21/2025	34-01-62860	
14555	3144 Lincoln, Completed Site Utility Work	7,720.00	11/21/2025	34-01-62860	
	Check Total:	34,297.00			
Vendor: 6062	GBJ SALES, LLC			Check Sequence: 49	ACH Enabled: False
5972	Various Supplies	1,980.45	11/21/2025	10-90-62680	
5973	Honeywell - Eye Saline Eyewash - 12	475.75	11/21/2025	10-90-62680	
	Check Total:	2,456.20			
Vendor: 7611	GLOBAL PC PARTS			Check Sequence: 50	ACH Enabled: False
129496	Laptop parts	350.00	11/21/2025	07-01-60400	
	Check Total:	350.00			
Vendor: 5200	GRAINGER			Check Sequence: 51	ACH Enabled: False
9685017726	Electric Tape Black	63.69	11/21/2025	10-61-69590	
9685017734	Pipe Thread Sealant	55.90	11/21/2025	10-61-69590	
9685017742	Hose Adapter	117.72	11/21/2025	10-90-62070	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
9697340348	Portable Air compressor	217.38	11/21/2025	10-90-82630	
9697340355	Cable Tie 13.4 in Black	383.24	11/21/2025	10-90-62680	
	Check Total:	837.93			
Vendor: 4516	GW & ASSOCIATES, PC			Check Sequence: 52	ACH Enabled: False
2510412	Finance Consult - Comptrollers Service Agreeme	250.00	11/21/2025	40-01-57000	
2510412	Finance Consult - Comptrollers Service Agreeme	250.00	11/21/2025	12-01-57000	
2510412	Finance Consult - Comptrollers Service Agreeme	250.00	11/21/2025	42-01-57000	
2510412	Finance Consult - Comptrollers Service Agreeme	4,000.00	11/21/2025	34-01-40119	
2510412	Finance Consult - Comptrollers Service Agreeme	250.00	11/21/2025	14-01-57000	
2510412	Finance Consult - Comptrollers Service Agreeme	8,000.00	11/21/2025	10-01-67590	
	Check Total:	13,000.00			
Vendor: 1555	H&H ELECTRIC COMPANY			Check Sequence: 53	ACH Enabled: False
47378	Sonic Drive - Street Lighting	596.80	11/21/2025	10-50-62340	
47379	VOFP - Street Lighting & Traffic Signal Main. V	1,422.58	11/21/2025	10-90-62690	
47412	VOFP - Street Lighting & Traffic Signal Mainte	1,048.09	11/21/2025	10-90-62690	
47413	Franklin Ave & Williams Drive, West Side, Stree	378.48	11/21/2025	10-90-62690	
	Check Total:	3,445.95			
Vendor: 5563	HIGH STAR TRAFFIC			Check Sequence: 54	ACH Enabled: False
17064	2 - Street Name 24" x 12 Avery	100.50	11/21/2025	10-90-62610	
17065	30" HIP 080 Stop Sign	645.00	11/21/2025	10-90-62610	
17066	25 - Telspar Anchor	472.50	11/21/2025	10-90-62610	
17067	Post Anchor (Qty - 22)	1,414.60	11/21/2025	10-90-62610	
17081	Street Signs: Various	4,265.00	11/21/2025	10-90-62610	
	Check Total:	6,897.60			
Vendor: 5971	HI-LINE			Check Sequence: 55	ACH Enabled: False
3165200	Pipe Fitting, Dot Air Brake, Shield Retainers, Cu	163.33	11/21/2025	08-01-50090	
	Check Total:	163.33			
Vendor: 0402	ILLINOIS MUNICIPAL LEAGUE			Check Sequence: 56	ACH Enabled: False
11032025	Membership Dues	1,500.00	11/21/2025	10-01-52135	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,500.00			
Vendor: 5524	INDUSTRIAL CHEMICAL LABS			Check Sequence: 57	ACH Enabled: False
421436	Powered Citrus Cleaner & Degreaser, Shipping &	1,283.60	11/21/2025	34-02-63070	
	Check Total:	1,283.60			
Vendor: 2084	J.G. UNIFORMS			Check Sequence: 58	ACH Enabled: False
153244	Vest - Tomaso, M.	1,095.00	11/21/2025	10-20-54000	
	Check Total:	1,095.00			
Vendor: 1209	JANET G MARTINEZ			Check Sequence: 59	ACH Enabled: False
INV-0108	November 2025 Newsletter - Spanish Translation	198.00	11/21/2025	10-01-51880	
	Check Total:	198.00			
Vendor: 4909	JC SZABO & ASSOCIATES			Check Sequence: 60	ACH Enabled: False
135	Consulting Services October 2025 Monthly Retainer	800.00	11/21/2025	10-72-62557	
	Check Total:	800.00			
Vendor: 4559	JESSE'S LAWN SERVICES			Check Sequence: 61	ACH Enabled: False
2430	October Vacant/Foreclosure Grass Cutting - 3010	200.00	11/21/2025	43-01-59000	
2430	October Vacant Lot Grass Cutting	492.00	11/21/2025	10-13-53000	
2431	Senior grass cutting - 100 cuts @\$27 each October	2,700.00	11/21/2025	10-18-60000	
	Check Total:	3,392.00			
Vendor: 1534	JKS VENTURES, INC.			Check Sequence: 62	ACH Enabled: False
213227	October 24th & 28th, Gravel/Sand, Yard Waste, &	4,396.27	11/21/2025	34-02-63070	
213227	October 24th & 28th, Gravel/Sand, Yard Waste, &	4,396.28	11/21/2025	34-01-62860	
213227	October 24th & 28th, Gravel/Sand, Yard Waste, &	355.00	11/21/2025	09-01-64000	
	Check Total:	9,147.55			
Vendor: 0041	JOSEPH MCLOUGHLIN			Check Sequence: 63	ACH Enabled: False
1729Nov	Landscaping, King Street Pumping Station, 10/1-	2,500.00	11/21/2025	34-01-62900	
1729Nov	Landscaping, David Talbott Station, 10/1-10/31/2	3,000.00	11/21/2025	34-02-63070	
1729Nov	Landscaping, Copenhagen Life Station/Retention	3,035.00	11/21/2025	34-02-63070	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1729Nov	Landscaping, Drainage Ditch Northside Fullerton	2,300.00	11/21/2025	10-90-62600	
1729Nov	Landscaping, Milton Rentmeester Retention Pond	2,800.00	11/21/2025	34-02-63070	
1729Nov	Landscaping, VOFP/Jack B. Williams Res, 10/1-	2,800.00	11/21/2025	34-02-63070	
1729Nov	Landscaping, VOFP Clearing Pump Station, 10/1	1,060.00	11/21/2025	34-01-62900	
1729Nov	Landscaping, Field East of New Police Station, 1	2,700.00	11/21/2025	10-90-86000	
1853Nov	Landscaping, 3019 Rose, 10/1-10/31/2025	800.00	11/21/2025	10-90-86000	
1853Nov	Landscaping, Garra Underpass - Grand Ave, 10/1	750.00	11/21/2025	10-90-62600	
1853Nov	Landscaping, Train Station, 10/1-10/31/2025	600.00	11/21/2025	41-01-63210	
1853Nov	Landscaping, New FP Police Station, 10/1-10/31	1,775.00	11/21/2025	10-90-86000	
1853Nov	Landscaping, Utility Dept, 10/1-10/31/2025	1,500.00	11/21/2025	10-90-86000	
1853Nov	Landscaping, Veterans Memorial Park, 10/1-10/3	375.00	11/21/2025	10-90-69590	
1853Nov	Landscaping, B-12 B-13, 10/1-10/31/2025	450.00	11/21/2025	10-90-87610	
1853Nov	Landscaping, Field South of Garra Underpass, 10/1	800.00	11/21/2025	10-90-86000	
1853Nov	Landscaping, Miller Park - Addison St, 10/1-10/3	275.00	11/21/2025	10-90-86000	
1853Nov	Landscaping, Grass - Old Police Station, 10/1-10	1,250.00	11/21/2025	10-90-86000	
1853Nov	Landscaping, Joseph Thomas Park, 10/1-10/31/2	250.00	11/21/2025	10-90-88880	
1853Nov	Landscaping, 9500 Belmont, 10/1-10/31/2025	250.00	11/21/2025	10-90-62600	
1853Nov	Landscaping, Leyden News Agency, 10/1-10/31/	425.00	11/21/2025	10-90-86000	
1853Nov	Landscaping, Odonell Pub, 10/1-10/31/2025	600.00	11/21/2025	10-90-86000	
2442Nov	Landscaping, 9280-9300 Belmont, 10/1-10/31/20	675.00	11/21/2025	10-90-86000	
2442Nov	Landscaping, Franklin & Martens, 10/1-10/31/20	780.00	11/21/2025	10-90-86000	
2442Nov	Landscaping, Fullerton & Oak, 10/1-10/31/2025	1,200.00	11/21/2025	10-90-86000	
2442Nov	Landscaping, Nevada Retention Pond, 10/1-10/3	850.00	11/21/2025	10-90-86000	
2442Nov	Landscaping, Grand Ave (Scott/Old Western), 10	1,175.00	11/21/2025	10-90-86000	
2442Nov	Landscaping, Houston & James, 10/1-10/31/2025	1,075.00	11/21/2025	10-90-86000	
2442Nov	Landscaping, Belmont & Melrose, 10/1-10/31/20	750.00	11/21/2025	10-90-86000	
2442Nov	Landscaping, Legion Hall and Ruby, 10/1-10/31/	775.00	11/21/2025	10-90-86000	
2442Nov	Landscaping, Grand Ave S/W to N/W, 10/1-10/3	1,975.00	11/21/2025	10-90-86000	
2442Nov	Landscaping, Planter Boxes Maint, 10/1-10/31/2	775.00	11/21/2025	10-90-86000	
2494Nov	Landscaping, Joe Lauro Park - Sod Installation, 1	9,970.00	11/21/2025	10-90-62600	
2494Nov	Landscaping, 9544 Nicholas - Repairs to Sod, 10	2,100.00	11/21/2025	10-90-62600	
Check Total:		52,395.00			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 64	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
5232	For sawcutting, removal & replacement of reinfo	3,730.00	11/21/2025	34-01-62860	
5233	For sawcutting, removal & replacement of reinfo	5,170.00	11/21/2025	34-01-62860	
5234	For sawcutting, removal & replacement of reinfo	2,900.00	11/21/2025	34-01-62860	
5236	For sawcutting, removal & replacement of reinfo	3,250.00	11/21/2025	34-01-62860	
5237	For sawcutting, removal & replacement of reinfo	4,550.00	11/21/2025	34-02-63070	
	Check Total:	19,600.00			
Vendor: 1507	LAWRENCE ANDOLINO			Check Sequence: 65	ACH Enabled: False
10182025	Adjudication October 2025	3,000.00	11/21/2025	10-20-40515	
10182025	Adjudication September 2025	3,000.00	11/21/2025	10-13-40515	
	Check Total:	6,000.00			
Vendor: 3819	LEAF			Check Sequence: 66	ACH Enabled: False
19238888	Copier Rental for Nov	1,550.00	11/21/2025	10-02-80001	
	Check Total:	1,550.00			
Vendor: 7078	LECHNER SERVICES			Check Sequence: 67	ACH Enabled: False
3581650	Mats	32.20	11/21/2025	10-20-52600	
3581651	Rubber Mats and Scrapers, October 30, 2025	79.75	11/21/2025	10-13-52800	
3584009	Rubber Mats and Scrapers, Nov 6, 2025	80.95	11/21/2025	10-13-52800	
	Check Total:	192.90			
Vendor: 1501	LIVING WATERS CONSULTANTS, INC			Check Sequence: 68	ACH Enabled: False
3218	Silver Creek Water Quality Sampling Cost Share	1,646.02	11/21/2025	34-02-82800	
3237	Silver Creek Water Quality Sampling Cost Share	1,577.78	11/21/2025	34-02-63070	
	Check Total:	3,223.80			
Vendor: 0947	MAREN RONAN, LTD			Check Sequence: 69	ACH Enabled: False
11052025	Lobbying Services November 2025	6,000.00	11/21/2025	10-12-67560	
	Check Total:	6,000.00			
Vendor: 0131	MENARDS MELROSE PARK			Check Sequence: 70	ACH Enabled: False
173	81oz Outdoor Bleach	44.88	11/21/2025	10-90-62680	
2668	Equipment - Various	16.98	11/21/2025	34-02-62070	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
98723	Equipment - Various	524.05	11/21/2025	10-90-82630	
	Check Total:	585.91			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 71	ACH Enabled: False
104331ACM	6" Valve Box Riser	-936.00	11/21/2025	34-01-62860	
104853ACM	Equipment/Supplies - Various	-1,112.00	11/21/2025	34-01-62860	
250606A	1" Swivel 90 Comp *NL Q, Ford FS1 6" x 15" T	2,781.50	11/21/2025	34-01-62860	
253939A	Equipment/Supplies - Various	6,230.50	11/21/2025	34-01-62860	
257342A	8" x 6" MJ Reducer, 8" DI Megalug Pack	410.00	11/21/2025	34-01-62860	
257557A	Equipment & Supplies - Various	1,004.00	11/21/2025	34-01-62860	
286467W	1" Mueller Flared Curbstop *NL W/ drain hole	318.00	11/21/2025	34-01-62860	
286974W	Ford FS1 6" x 15" x 1" cc & 6" x 12.5" Tapped F	2,999.09	11/21/2025	34-01-62860	
	Check Total:	11,695.09			
Vendor: 0333	MONTANA & WELCH, LLC			Check Sequence: 72	ACH Enabled: False
18576	Legal services for general matters, Sept2025	32,028.75	11/21/2025	10-72-62557	
18577	Legal services for Litigation services, Sept2025	2,096.25	11/21/2025	10-72-62557	
	Check Total:	34,125.00			
Vendor: 0328	NATIONAL LEAGUE OF CITIES			Check Sequence: 73	ACH Enabled: False
195352	12/01/2025-12/01/2026 Direct Member Dues	1,805.00	11/21/2025	10-18-52100	
	Check Total:	1,805.00			
Vendor: 2785	NEXTIME, INC.			Check Sequence: 74	ACH Enabled: False
10312025	Cleaned & lubricated repair cleaned roller	160.00	11/21/2025	10-90-62680	
128501	C3000-2 Time Cards - 1M, Shipping & Handling	81.83	11/21/2025	10-90-62680	
	Check Total:	241.83			
Vendor: 4521	NICOR			Check Sequence: 75	ACH Enabled: False
00421665753Oct	9800 Franklin Ave, Acct #00-42-16-6575-3, 9/25	67.99	11/21/2025	10-90-62940	
21793372844Oct	3204 Rose, Acct #21-79-33-7284-4, 9/24-10/24/	55.16	11/21/2025	10-90-62940	
45671900004Oct	9535 Belmont, Acct #45-67-19-0000-4, 9/24/202	167.65	11/21/2025	34-01-62940	
50771900003Oct	9300 Belmont, Acct #50-77-19-0000-3, 9/24-10/	163.63	11/21/2025	34-01-62940	
67795400000Oct	9740 Franklin, Acct #67-79-54-0000-0, 9/25/202	72.27	11/21/2025	10-13-52550	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
80824400008Oct	9320 Belmont, Acct #80-82-44-0000-8, 9/24-10/	324.99	11/21/2025	34-01-62940	
83226800007Oct	10920 King St, Acct #83-22-68-0000-7, 9/29/20	72.82	11/21/2025	34-01-62940	
87873543729Oct	9320 Belmont, Acct #87-87-35-4372-9, 9/24-10/	56.76	11/21/2025	34-01-62940	
93893400007Oct	Gas Bill for Village Hall Sept 24 - October 23	178.94	11/21/2025	10-13-52550	
	Check Total:	1,160.21			
Vendor: 0270	O'REILLY AUTOMOTIVE, INC.			Check Sequence: 76	ACH Enabled: False
3398-189443	Oil Filters # Jeeps (12 @ 5.98 Each)	71.76	11/21/2025	08-01-50020	
3398-189443	Oil Filter # Chevy	3.28	11/21/2025	08-01-50020	
3398-189443	Oil Filters # Fords (12 @ 4.96 Each)	59.52	11/21/2025	08-01-50020	
3398-189708	Jcase Fuse #202	14.98	11/21/2025	08-01-50090	
3398-190635	Wix Air Filters (2 # 42816 @ 45.45) # Sweeper 1	90.90	11/21/2025	09-01-64000	
3398-190635	Wix Air Filters (2 # 42330 @ 67.28) # Sweeper 1	134.56	11/21/2025	09-01-64000	
	Check Total:	375.00			
Vendor: 2249	ORKIN			Check Sequence: 77	ACH Enabled: False
285761301	Weekly services	330.00	11/21/2025	10-60-62460	
285761302	Weekly services	330.00	11/21/2025	10-60-62460	
291086630	Weekly services	330.00	11/21/2025	10-60-62460	
291086631	Weekly services	330.00	11/21/2025	10-60-62460	
291086632	Weekly services	330.00	11/21/2025	10-60-62460	
	Check Total:	1,650.00			
Vendor: 2250	ORLANDO AUTO TOP INC			Check Sequence: 78	ACH Enabled: False
179158	Parts & Labor (Windshield Replacement) # 870	950.00	11/21/2025	10-20-50300	
	Check Total:	950.00			
Vendor: 8300	PAGODA COMPUTER SUPPLIES			Check Sequence: 79	ACH Enabled: False
16358	Printer replacement - fleet	500.00	11/21/2025	10-02-50700	
	Check Total:	500.00			
Vendor: 3296	PANORAMIC LANDSCAPING			Check Sequence: 80	ACH Enabled: False
7-Senior	Senior grass cutting - 91 cuts @\$27 each Octobe	2,457.00	11/21/2025	10-18-60000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	2,457.00			
Vendor: 5442	GIULIANO PETRUCCI			Check Sequence: 81	ACH Enabled: False
10312025	Plumbing Inspector Services for Giuliano Petrucci	2,475.00	11/21/2025	10-13-40203	
	Check Total:	2,475.00			
Vendor: 3945	PIONEER PRESS-HERALD JOURNAL			Check Sequence: 82	ACH Enabled: False
10272025	Newspaper Subscription - 26 weeks - Mayors Of	69.39	11/21/2025	10-01-51700	
	Check Total:	69.39			
Vendor: 1578	PITNEY BOWES GLOBAL FINANCIAL SERVICES, LLC			Check Sequence: 83	ACH Enabled: False
3107459728	Lease for postage machine	879.60	11/21/2025	10-01-50930	
	Check Total:	879.60			
Vendor: 4235	PITNEY BOWES PURCHASE POWER			Check Sequence: 84	ACH Enabled: False
06421700Oct	Postage	1,572.10	11/21/2025	10-01-51500	
06421700Oct	Postage	4,000.00	11/21/2025	34-01-51500	
	Check Total:	5,572.10			
Vendor: 7305	PRESSTECH			Check Sequence: 85	ACH Enabled: False
56045	Attendance Cards	204.00	11/21/2025	10-20-50400	
	Check Total:	204.00			
Vendor: 0614	QUICKET SOLUTIONS			Check Sequence: 86	ACH Enabled: False
2552	Tablet	750.00	11/21/2025	10-20-82000	
	Check Total:	750.00			
Vendor: 2117	ROZALADO & CO			Check Sequence: 87	ACH Enabled: False
91391	Cleaning Supplies	302.80	11/21/2025	10-20-52600	
91915	Janitorial SVCS for Village Hall, Streets and San	1,381.80	11/21/2025	10-13-52600	
91915	10.13-10.26	1,631.33	11/21/2025	10-20-52600	
	Check Total:	3,315.93			
Vendor: UB*00727	FREDERICK RUEGGER			Check Sequence: 88	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Refund Check 028248-000, 2849 ELDER	522.51	11/10/2025	34-00-20100	
	Refund Check 028248-000, 2849 ELDER	275.23	11/10/2025	34-00-20100	
	Check Total:	797.74			
Vendor: 2419	RUSO'S POWER EQUIPMENT			Check Sequence: 89	ACH Enabled: False
SPI21310820	Item #146035STE 100' Solid Braid Starter Rope	16.93	11/21/2025	10-90-62780	
SPI21323631	Seal Kit Hydro	179.12	11/21/2025	08-01-50034	
SPI21326376	Oil Filters & Air Filters # Standard Mowers	63.96	11/21/2025	08-01-50034	
	Check Total:	260.01			
Vendor: 1999	SAFEBUILT, LLC			Check Sequence: 90	ACH Enabled: False
2689224	Bldg dept signature for forms Oct2025	519.50	11/21/2025	10-13-40100	
2735630	Third party plan review for 9335 Belmont	106.04	11/21/2025	10-13-40100	
2824304	Third party plan review Oct2025- misc addresses	3,366.77	11/21/2025	10-13-40100	
	Check Total:	3,992.31			
Vendor: 4425	Secretary of State			Check Sequence: 91	ACH Enabled: False
10302025	License Plate Renewal Ambulance 2024 Ford	151.00	11/21/2025	10-30-50110	
	Check Total:	151.00			
Vendor: 0172	SERVICE SPRING COMPANY, INC.			Check Sequence: 92	ACH Enabled: False
181000	Added Leaf Springs # 214	948.48	11/21/2025	08-01-50034	
	Check Total:	948.48			
Vendor: 1630	SHERMAN MECHANICAL			Check Sequence: 93	ACH Enabled: False
C014161	Quarterly Billing #1 of 4	4,374.00	11/21/2025	10-20-52600	
	Check Total:	4,374.00			
Vendor: 2103	ANDY SMOLEN			Check Sequence: 94	ACH Enabled: False
10232025	43rd Annual Conference & Trade Show, Nov 18-	310.00	11/21/2025	10-90-52000	
	Check Total:	310.00			
Vendor: 2961	S-NET COMMUNICATIONS INC			Check Sequence: 95	ACH Enabled: False
287963	Nov Phone Bill	3,744.37	11/21/2025	10-02-51200	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	3,744.37			
Vendor: 3795	STANDARD EQUIPMENT COMPANY			Check Sequence: 96	ACH Enabled: False
P07358	MOT - HYDR 17.1	891.15	11/21/2025	08-01-50090	
S02063	Elgin Pelican NP	3,766.00	11/21/2025	08-01-50090	
	Check Total:	4,657.15			
Vendor: 3089	STANDARD FENCING CO. INC.			Check Sequence: 97	ACH Enabled: False
64281	Car damage, replace & repair galv railings along	3,480.00	11/21/2025	34-02-63070	
	Check Total:	3,480.00			
Vendor: 3223	STATE INDUSTRIAL PRODUCTS			Check Sequence: 98	ACH Enabled: False
903980593	Sewer Solvent #7, Primezyme, Block Worx	2,104.56	11/21/2025	34-02-63070	
	Check Total:	2,104.56			
Vendor: 3221	STRATUS NETWORKS			Check Sequence: 99	ACH Enabled: False
240584	Fiber line to P dept - F dept, pump house, and Vi	4,120.00	11/21/2025	10-02-51200	
	Check Total:	4,120.00			
Vendor: 0183	SUBURBAN WELDING & STEEL, LLC			Check Sequence: 100	ACH Enabled: False
96853	Material & Labor to repair weld & inspect plows	3,868.49	11/21/2025	08-01-50090	
96890	Material & Labor to repair weld of steel transmis	329.56	11/21/2025	08-01-50090	
96930	Material & Labor to cut to size 5 pieces long SS	133.85	11/21/2025	10-90-62600	
97023	Material & Labor to fabricate of 4 SS chipper ad	516.78	11/21/2025	08-01-50090	
97039	Material & Labor to fabricate of (2) Christmas Ti	3,959.27	11/21/2025	10-61-69590	
97056	Material & Labor to repair weld and inspect plov	1,934.30	11/21/2025	08-01-50090	
	Check Total:	10,742.25			
Vendor: 2675	SUNBELT RENTALS			Check Sequence: 101	ACH Enabled: False
176256915-0001	Stump Grinder	418.93	11/21/2025	10-90-62760	
	Check Total:	418.93			
Vendor: 2341	T2 SYSTEMS CANADA INC			Check Sequence: 102	ACH Enabled: False
IRIS0000153655	Digital Iris Service 11/1/2025-11/30/2025	100.00	11/21/2025	41-01-63220	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	100.00			
Vendor: 3595	THE BREWER COMPANY			Check Sequence: 103	ACH Enabled: False
245574	TP 4636 Yeli IL FD LF	1,556.83	11/21/2025	10-90-62600	
245626	TP 4636 Yeli IL FD LF	2,122.95	11/21/2025	10-90-62600	
	Check Total:	3,679.78			
Vendor: 1505	THE JORDAN GROUP			Check Sequence: 104	ACH Enabled: False
11012025	October 2025 public affairs, marketing, and P.R.	6,000.00	11/21/2025	10-01-51880	
	Check Total:	6,000.00			
Vendor: 7570	THE STANDARD INSURANCE COMPANY			Check Sequence: 105	ACH Enabled: False
174191Oct	Short Term Disability November 2025	3,980.25	11/21/2025	10-52-62370	
174191Oct	Long Term Disability November 2025	1,392.04	11/21/2025	10-52-62370	
	Check Total:	5,372.29			
Vendor: 5313	THOMAS HERRERA LANDSCAPING			Check Sequence: 106	ACH Enabled: False
1840	Vacant & foreclosure November grass cutting Oc	1,425.00	11/21/2025	10-13-53000	
	Check Total:	1,425.00			
Vendor: 5342	TRI-ANGLE SCREEN PRINT			Check Sequence: 107	ACH Enabled: False
147917	Winter sweatshirts for inspectors	400.00	11/21/2025	10-13-60600	
	Check Total:	400.00			
Vendor: 0160	UNITED RADIO COMMUNICATIONS			Check Sequence: 108	ACH Enabled: False
114000761-1	Speaker Mic with Active Noise Reduction	688.44	11/21/2025	07-01-80600	
	Check Total:	688.44			
Vendor: 0460	UTILITY SERVICE COMPANY, INC.			Check Sequence: 109	ACH Enabled: False
636274	Elevated Belmont Ave	11,423.01	11/21/2025	34-01-88906	
636514	Elevated Franklin Ave - Clearing Tank	8,514.60	11/21/2025	34-01-88906	
636703	Ground Storage Curtis	15,282.93	11/21/2025	34-01-88906	
636704	Ground Storage King - West Tank	45,048.66	11/21/2025	34-01-88906	
636705	Ground Storage King - East Tank	45,048.66	11/21/2025	34-01-88906	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	125,317.86			
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 110	ACH Enabled: False
6124497172	Phone	512.93	11/21/2025	07-01-51200	
6124497173	911 Portion	1,263.64	11/21/2025	07-01-51200	
6126983152	Monthly Cell Phone Charges for Water Department	1,226.13	11/21/2025	34-01-80500	
6126983152	Monthly Cell Phone Charges for VOFB General	1,822.47	11/21/2025	10-02-80300	
6126983153	Monthly Parking Meter Charges for Metra Station	72.06	11/21/2025	41-01-65000	
6126983154	Monthly Tablet Charges for Admin - October	100.10	11/21/2025	10-02-80300	
6126983154	Monthly Tablet Charges for Water Department - October	156.13	11/21/2025	34-01-80500	
	Check Total:	5,153.46			
Vendor: 7500	VERTEXONE			Check Sequence: 111	ACH Enabled: False
038-FI000002809	Comp Fee, Doc Archival, SMS Gateway Pass Th	32.79	11/21/2025	34-01-62860	
	Check Total:	32.79			
Vendor: 4957	VISA - PARTNERSHIP FINANCIAL CU			Check Sequence: 112	ACH Enabled: False
102225	Investigation equipment purchases	1,095.30	11/21/2025	10-20-60560	
	Check Total:	1,095.30			
Vendor: 0789	WERNICK KEY & LOCK SERVICE			Check Sequence: 113	ACH Enabled: False
82228	(Qty - 6) 6121 Padlocks	404.00	11/21/2025	34-01-62070	
	Check Total:	404.00			
Vendor: 0209	ZIEBELL WATER SERVICE PRODUCTS			Check Sequence: 114	ACH Enabled: False
271035-000	PVC BBB TEE	1,645.18	11/21/2025	34-02-63070	
271036-000	PVC BS 22 BEND, SLEEVE COUPLING	796.80	11/21/2025	34-02-63070	
	Check Total:	2,441.98			
Vendor: 8239	ZIPS CAR WASH, LLC			Check Sequence: 115	ACH Enabled: False
71170D7B-0016	Car Wash - Oct 1-31 (43 washes @ 3.00)	129.00	11/21/2025	10-20-50300	
	Check Total:	129.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	1,242,434.28			
	Total of Number of Checks:	115			

Accounts Payable

Manual Check Proof List

User: cperez

Printed: 11/10/2025 - 3:32PM

Batch: 00431.10.2025



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: LIF- LIONS OF 7620							
103125	100.00	10/31/2025	Donation to the Lions Foundation mobile van- Se	339072	10/31/2025	10-60-62470	
Total for Check	100.00						
Total for 7620	100.00						
Total Checks:	100.00						

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2526-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS AUTHORIZING THE EXECUTION OF AN ESTOPPEL CERTIFICATE
RELATED TO THE PROPERTY TAX ASSESSMENT CLASSIFICATION
AGREEMENT FOR 9300 KING AVENUE**

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 THE EXECUTION OF AN ESTOPPEL CERTIFICATE
RELATED TO THE PROPERTY TAX ASSESSMENT CLASSIFICATION
AGREEMENT FOR 9300 KING AVENUE**

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

WHEREAS, on January 4, 2017, the Village entered into a property tax assessment classification agreement (the "*Agreement*") for the property located at 9300 King Avenue, Franklin Park, Illinois 60131 (the "*Property*"); and

WHEREAS, the owner of 9300 King Avenue requested the Village execute an Estoppel Certificate (the "*Certificate*") regarding the validity of the Agreement.

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 Certificate, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially 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 President 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 Village President, Village Clerk and Village Attorney are hereby authorized and directed to execute and deliver the Certificate and any and all documents necessary to implement the provisions, terms, and conditions thereof, as therein described.

Section 4. 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 5. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. 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 November 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 November 2025.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Estoppel Certificate

ESTOPPEL CERTIFICATE
PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT BETWEEN THE
VILLAGE OF FRANKLIN PARK AND 9300 KING AVE, LLC

Property: 9300 King Avenue, Franklin Park, IL 60131 (the "**Property**")

Borrower: BSREP III 9300 King Avenue LLC, a Delaware limited liability company
(the "**Borrower**")

Lender: [] c/o Apollo Global Real Estate
Management, L.P., 9 West 57th Street, New York, New York 10019, and their
successors and assigns and/or designees; any mortgage lender holding an interest
in a mortgage loan secured by the Property (collectively, the "**Lender**")

Date: November 17, 2025

In order to induce Lender to make a mortgage loan (the "**Loan**") to the Borrower (and the direct and indirect equity owners of Borrower, as applicable), secured by, with respect to the mortgage loan, a first mortgage lien on the Borrower's interest in the Property, the undersigned does hereby certify, warrant, represent and agree, as of the date hereof, as follows (this "**Estoppel Certificate**"):

The following documents are referred to herein as the "**Agreement**":

A. Property Tax Assessment Classification Agreement between the Village of Franklin Park and 9300 King Ave, LLC dated January 4, 2017, by and between the Village of Franklin Park, an Illinois municipal corporation ("Village") and 9300 King Ave, LLC, an Illinois limited liability company ("Prior Owner") recorded on March 17, 2017, Document No. 1707645056 with the Cook County, Illinois recorder's office.

1. The Agreement is in full force and effect.
2. Except as set forth above, the Agreement has not been modified, supplemented, or amended in any way.
3. There exists no default under, violation of, or failure to comply with the Agreement, and no event has occurred that, with the giving of notice or the lapse of time, or both, would constitute a default under, violation of, or failure to comply with the Agreement by any party thereto.
4. The undersigned has neither sent nor received any notice of default under the Agreement which have not been fully cured.
5. All approvals, if any, required under the Agreement with respect to the Property have been obtained.

6. There exist no amounts due from the Prior Owner or Borrower of the Property under the Agreement.
7. There exist no claims of lien against the Property under the Agreement and the undersigned has no purchase options, rights of first offer and/or rights of first refusal under the Agreement with respect to the Property.
8. The undersigned is duly authorized to sign and deliver this Estoppel Certificate, and that no other signatures are required or necessary in connection with the execution and validity of this Estoppel Certificate.
9. This Estoppel Certificate shall have the effect of estopping the undersigned from making any assertions contrary to the contents hereof; and shall serve as a waiver of any claim by the undersigned to the extent that such claim is asserted against any person permitted to rely upon, and who has acted in reliance upon, this Estoppel Certificate.
10. This Estoppel Certificate shall inure to the benefit of Lender, and shall be binding upon the successors, and assigns of the undersigned.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be executed as of the day and year first written above.

**Village of Franklin Park,
an Illinois Municipal Corporation**

By: _____

Name: Barrett Pedersen

Title: Village President

Attest: _____

Name: April Arellano

Title: Village Clerk

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2526-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS SUPPORTING AND CONSENTING TO A CLASS
7C REAL PROPERTY TAX INCENTIVE FOR NEW CONSTRUCTION
ON THE PROPERTY LOCATED AT 3010 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

RESOLUTION NUMBER 2526-R- _____

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS SUPPORTING AND CONSENTING TO A CLASS
7C REAL PROPERTY TAX INCENTIVE FOR NEW CONSTRUCTION
ON THE PROPERTY LOCATED AT 3010 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 Commissioners of the County of Cook have enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "*Classification Ordinance*"), which provides for a tax assessment incentive classification designed to encourage development throughout Cook County by offering a real estate tax incentive for the development of new commercial facilities, the rehabilitation of existing commercial structures and the utilization of abandoned buildings in order to create employment opportunities and expand the tax base; and

WHEREAS, Franklin Park Commons, LLC (the "*Applicant*") is the contract purchaser of a vacant commercial property that is zoned C-3 General Commercial District and commonly known as 3010 Mannheim Road, Franklin Park, Illinois, and legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the "*Property*"); and

WHEREAS, the Property is approximately 1.29 acres or 56,365 square feet with no improvements thereon; and

WHEREAS, the Applicant intends on acquiring the Property for value and intends to construct a one-story, approximately 11,180 square foot retail commercial building anchored by an

approximately 5,500 square foot Iron Age Korean Steakhouse restaurant, along with certain other retail establishments on the Property, the viability of such being dependent on the granting of a Cook County Class 7C Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance (the "*Class 7C Tax Assessment Classification*"); and

WHEREAS, the Applicant has requested that the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") support and consent to the filing of its Class 7C Tax Assessment Classification for the Property; and

WHEREAS, as part of the application submitted to the Village in support of the Class 7C Tax Assessment Classification, Applicant has provided an economic disclosure statement to the Village; and

WHEREAS, the Class 7C Tax Assessment Classification is intended to encourage commercial projects which would not be economically feasible without assistance; and

WHEREAS, pursuant to the Classification Ordinance, the Applicant may not obtain a Class 7C Tax Assessment Classification for a property unless the Corporate Authorities adopt a resolution approving and consenting to the Class 7C Tax Assessment Classification; and

WHEREAS, the Applicant has applied for a Class 7C Tax Assessment Classification to assist with the construction of the retail commercial building on the Property; and

WHEREAS, the Applicant intends to invest approximately \$4,500,000.00 to construct the retail commercial building on the Property; and

WHEREAS, the Applicant's plan to construct the retail commercial building on the Property is dependent on the ability to obtain a Class 7C Tax Assessment Classification for the Property; and

WHEREAS, the Corporate Authorities find that the Applicant's plan to construct the retail commercial building on the Property will serve the residents of the Village and surrounding

communities and that without a Class 7C Tax Assessment Classification for the Property it will remain vacant and underutilized; and

WHEREAS, to promote commercial growth, create new employment opportunities within the Village and expand and further diversify the tax base of the Village, the Corporate Authorities declare that it is necessary and in the best interests of the Village to consent and approve the Class 7C Tax Assessment Classification for the new construction on the Property pursuant to the Classification Ordinance.

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 find that the granting of the Class 7C Tax Assessment Classification is necessary for the commercial development to remain viable on the Property and that the Property meets the requirements of the Classification Ordinance and is appropriate for the Class 7C Tax Assessment Classification, which is the subject of this Resolution.

Section 3. Subject to the conditions set forth in Section 4 herein, pursuant to the Classification Ordinance, the Corporate Authorities hereby approve, consent to, and support the granting of a Class 7C Tax Assessment Classification to the Applicant for the Property which is legally described on Exhibit A, and find that without a Class 7C Tax Assessment Classification, the Property will remain vacant and underutilized, which will not only hinder further development efforts in the area surrounding the Property but will thwart the efforts of Applicant to undertake its proposed development within the Village.

Section 4. That it is in the best interest of the Village to enter into the *Property Tax Assessment Classification Agreement*, a copy of which is attached hereto and made a part hereof as Exhibit B (the "*Agreement*"); and that the Agreement 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 Community Development and Zoning 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 5. That in the event the Applicant does not comply with the terms and conditions of the Agreement, the Village will request that the Cook County Assessor terminates the Class 7C Tax Assessment Classification.

Section 6. The officials, officers, employees, and attorneys of the Village are hereby further authorized to undertake actions on the part of the Village as contained in this Resolution and the Agreement to complete satisfaction of the provisions, terms or conditions stated therein, and as further necessary to carry out the intent and purpose of the Agreement.

Section 7. The Village Clerk is hereby directed to transmit a certified copy of this Resolution to the Applicant. The Applicant shall be responsible for filing the certified copy with the County of Cook and the Office of the Assessor.

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

Section 10. This Resolution shall be in full force and effect upon the last to occur:

- i. its passage, approval and publication as provided by law; or
- ii. the execution by the Applicant and the Village of the Agreement, as provided in this Resolution.

(Intentionally Left Blank)

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Legal Description

LOTS 73 THROUGH 82, BOTH INCLUSIVE, (EXCEPT THAT PART OF LOT 77, CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED AS DOCUMENT 25383996 AND DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 77; THENCE WEST ALONG THE SOUTH LINE OF LOT 77, A DISTANCE OF 15.00 FEET; THENCE NORTHEAST ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF LOT 77, WHICH IS 15.00 FEET NORTH (AS MEASURED ALONG SAID EAST LINE) OF THE SOUTHEAST CORNER OF SAID LOT 77; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING), IN FRANKLIN MANOR, BEING A SUBDIVISION OF THE SOUTH 20 ACRES (EXCEPT THE NORTH 68.00 FEET THEREOF) OF THE NORTH 40 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1959 AS DOCUMENT 17634777, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers (PINs): 12-29-212-002-0000, 12-29-212-003-0000, 12-29-212-008-0000, 12-29-212-009-0000 and 12-29-212-013-0000

Exhibit B

Agreement

THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131
Attn: Village Clerk

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT BETWEEN THE
VILLAGE OF FRANKLIN PARK AND FRANKLIN PARK COMMONS, LLC FOR
PROPERTY LOCATED AT 3010 MANNHEIM ROAD, FRANKLIN PARK, ILLINOIS**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“Agreement”) is made this 17th day of November 2025 (“**Execution Date**”), by and between the **Village of Franklin**, an Illinois municipal corporation (“**Village**”), and **Franklin Park Commons, LLC**, a limited liability company (“**Owner**”).

RECITALS

WHEREAS, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to encourage commercial development throughout Cook County by offering a real estate tax incentive for the development of new commercial projects that would not be economically feasible without assistance in order to create employment opportunities and expand the tax base; and

WHEREAS, the Owner is the contract purchaser of an approximate 1.29-acre vacant parcel of real property generally located at 3010 Mannheim Road, Franklin Park, Illinois, and as legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (“**Property**”); and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 7C Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance, (“**Class 7C Real Estate Tax Assessment Classification**”) for the Property; and

WHEREAS, the adoption of a resolution by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 7C Real Estate Assessment Classification; and

WHEREAS, Owner shall construct a one-story, approximately 11,180 square foot retail commercial building anchored by an approximately 5,500 square foot Iron Age Korean Steakhouse restaurant, along with certain other retail establishments that shall be approved by the Village on the Property in a good and workmanlike manner with due dispatch and thereafter occupy the Property in accordance with all Village code requirements and ensure that all commercial enterprises and tenants operate lawfully on the Property with such improvements including, as herein described below, and as depicted on Exhibit B, a copy of which is attached hereto and made a part hereof ("**Site Plan**"), at a total estimated cost of \$4,500,000.00 ("**Project**"); The Project shall also include those matters, terms, conditions and covenants contained in the Redevelopment Agreement by and between the Village of Franklin Park and Franklin Park Commons, LLC for the Sale and Development of a Vacant Parcel of Village Owned Property, dated March 7, 2025; and

WHEREAS, without the Class 7C Real Estate Assessment Classification for the Property, the Project would not reasonably be anticipated to proceed; and

WHEREAS, in order to induce the Village to adopt the aforesaid resolution, Village and Owner desire to enter into this Agreement and to be bound by the terms and conditions as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

Section 1. Incorporation. The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

Section 2. Term of Agreement. The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Class 7C Real Estate Tax Assessment Classification for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first ("**Term**").

Section 3. Covenants of the Village. In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve a resolution setting forth its consent and support of Owner's activation of the Class 7C Real Estate Assessment Classification for the Property, which will take effect upon execution of this Agreement ("**Resolution**"). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind, or otherwise dispute the Class 7C Real Estate Assessment Classification for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until both of the following have occurred: (i) Owner has obtained fee simple title to the Property; and (ii) Owner has caused this Agreement to be recorded as contemplated under Section 8(f) herein.

Section 4. Covenants of the Owner. In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes and sales taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided that such real estate property taxes must be paid in full when due.
- b. Owner shall redevelop the Property and cause the Project to be constructed, completed, and maintained in a first-class manner and in accordance with this Agreement and any and all federal, state, and local laws, ordinances, rules, regulations, orders, codes, and ordinances applicable to the Project, the Property, any business in operation at the Property and/or the Owner through the Term of this Agreement. Owner shall complete the Project, subject to delays from Force Majeure (defined below), within two (2) years of the purchase date on the Property ("**Completion Date**"). Within ten (10) business days of the Completion Date, Owner shall provide written notice to Village of the Completion Date for its review and approval, which shall not be unreasonably withheld, delayed, or denied ("**Certificate of Substantial Completion**"). For purposes of this Agreement, "Force Majeure" shall mean an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages, or unavailability of labor all being within the Chicagoland Area beyond the reasonable control of Owner. In no event shall a delay resulting from economic hardship, pandemic, commercial or economic frustration of purpose constitute an event caused by Force Majeure.
- c. Notwithstanding anything contained herein to the contrary, while the Class 7C Real Estate Tax Assessment Classification for the Property is active, pursuant to the rules and regulations of the Cook County Assessors' Office, Owner shall have the right, subject to the conditions set forth herein, to temporarily deactivate the Class 7C Real Estate Tax Assessment Classification for the Property based on the Property being substantially vacant. Prior to petitioning the Cook County Assessor's Office as contemplated in this Section, Owner shall provide the Village with thirty (30) days prior written notice thereof together with documentation supporting the asserted substantial vacancy.
- d. On the first anniversary of the Certificate of Substantial Completion date ("**Job Retention Covenant Date**"), Owner, or its tenant(s) shall cause and ensure that the following minimum employment numbers are based and maintained at the Property for the remainder of the Term: seven (7) FTEs (defined below). An "FTE" shall mean a permanent full-time employee of the Owner or its tenant(s) based at the Property and employed to work a total of not less than 35 hours per week. Notwithstanding anything to the contrary contained herein, Owner or its

tenant(s) shall retain an average for any 12-month reporting period, as set forth in Section 4di below, at least ninety percent (90%) of the eight (8) FTE jobs ("**Job Retention Covenant**").

- i. On each annual anniversary of the Job Retention Covenant Date during the Term, Owner shall submit an annual jobs certificate to the Village certifying and evidencing Owner's or its tenant(s) compliance with Section 4(d) for the preceding twelve (12) month period ("**Jobs Certificate**"). The Jobs Certificate shall certify the following: (A) employee identifiers and titles as of the end of the applicable 12-month reporting period, (B) documentation sufficient to support, to Village's reasonable satisfaction, each claimed employee, and (C) certify compliance with the Cook County Living Wage Ordinance for each such employee for the applicable 12-month reporting period.

Section 5. Event of Default.

- a. The following shall constitute an event of default ("**Event of Default**") by the Owner hereunder:
 - i. The failure of the Owner to perform, keep or observe, or maintain the Project, or any of the covenants, conditions, promises, agreements, or obligations of the Owner under this Agreement;
 - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
 - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
 - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within ninety (90) days after the date of filing;
 - v. The violation or breach by Owner of any law, statute, rule, or regulation of a governmental or administrative entity relating to the operation of the Property; and
 - vi. The violation of any zoning or building code regulation or requirement at the Property or failure of the Owner or any business in operation at the Property to maintain its account(s) with the Village current and in good standing.

b. The following shall constitute an Event of Default by the Village hereunder:

- i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements, or obligations of the Village under this Agreement.

Section 6. Remedies. Except as otherwise set forth herein, upon an Event of Default by any party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach and subject to delays from Force Majeure (“**Cure Period**”). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
 - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Class 7C Real Estate Tax Assessment Classification on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and absent fraud by the Owner, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Class 7C Real Estate Tax Assessment Classification on the Property for property tax years occurring prior to the Event of Default.
 - ii. Within five (5) business days of written demand from Village (“**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Class 7C Real Estate Tax Assessment Classification for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any Demand Notice provided pursuant to this Section 6a ii, Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Class 7C Real Estate Tax Assessment Classification on the Property occurring after the issuance of the Demand Notice.

- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall, as its sole and exclusive rights and remedies, have the right to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein without the imposition, reimbursement or award for any damages, losses, or costs incurred by the Owner against the Village notwithstanding any other provision herein contained.
- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

- a. Prior to the approval of the Certificate of Substantial Completion, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, except to an entity directly controlling, controlled by or under common control with Owner ("Affiliate"), without the written prior approval of the Village, which approval shall be granted or denied by the Village Manager, in its sole discretion, within thirty (30) days of written request by the Owner.
- b. After approval of the Certificate of Substantial Completion by the Village and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing an assumption, as reasonably approved by the Village ("Assumption"), which Owner shall promptly cause to be recorded against the Property at the cost of Owner or its assignee. Upon receipt of the fully executed and recorded Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.
- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for in this Agreement.

Section 8. Miscellaneous.

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry out the intent and meaning of this Agreement.

- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.
- c. This Agreement represents the entire Agreement between the Village and Owner and supersedes any and all prior communications, representations, and understandings whether written or oral. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver, and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. During the term of this Agreement, all rights, title, and privileges herein granted, including, without limitation, all benefits and burdens set forth in Section 4 above, shall run with the land and shall be binding upon and inure to the benefit of the Village and the Owner and, hereto, their respective grantees, successors, assigns and legal representatives. Promptly after Owner's acquisition of the Property, Owner shall cause a copy of this Agreement to be recorded against the Property at the expense of Owner. Upon the expiration of the Term, the Village and Owner shall execute and record a termination of this Agreement in the public records, if requested by either party.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. 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, 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, 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.
- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such

counterparts shall together constitute one and the same instrument.

- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing, or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

Section 9. Notice.

- a. 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: (i) personal service; (ii) overnight courier; or (iii) certified mail, return receipt requested:

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

If to Developer: Michael Marasco
 Registered Agent
 Franklin Park Commons, LLC
 1896 Butternut Lane
 Northbrook, Illinois 60062

with a copy to: Franklin Park Commons, LLC
 1625 Milwaukee Avenue
 Glenview, Illinois 60025

- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon the parties hereto, which shall be effective for all purposes.
- c. For all purposes of this Agreement, a "business day" shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays except for United States, State of Illinois, and Village legal holidays.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date hereinabove written.

VILLAGE:

VILLAGE OF FRANKLIN PARK
an Illinois municipal corporation

By: Barrett Pedersen
Its: Village President

ATTEST:

By: April Arellano
Its: Village Clerk

OWNER:

FRANKLIN PARK COMMONS, LLC
a limited liability company

By: _____
Its: _____

Exhibit A

Legal Description

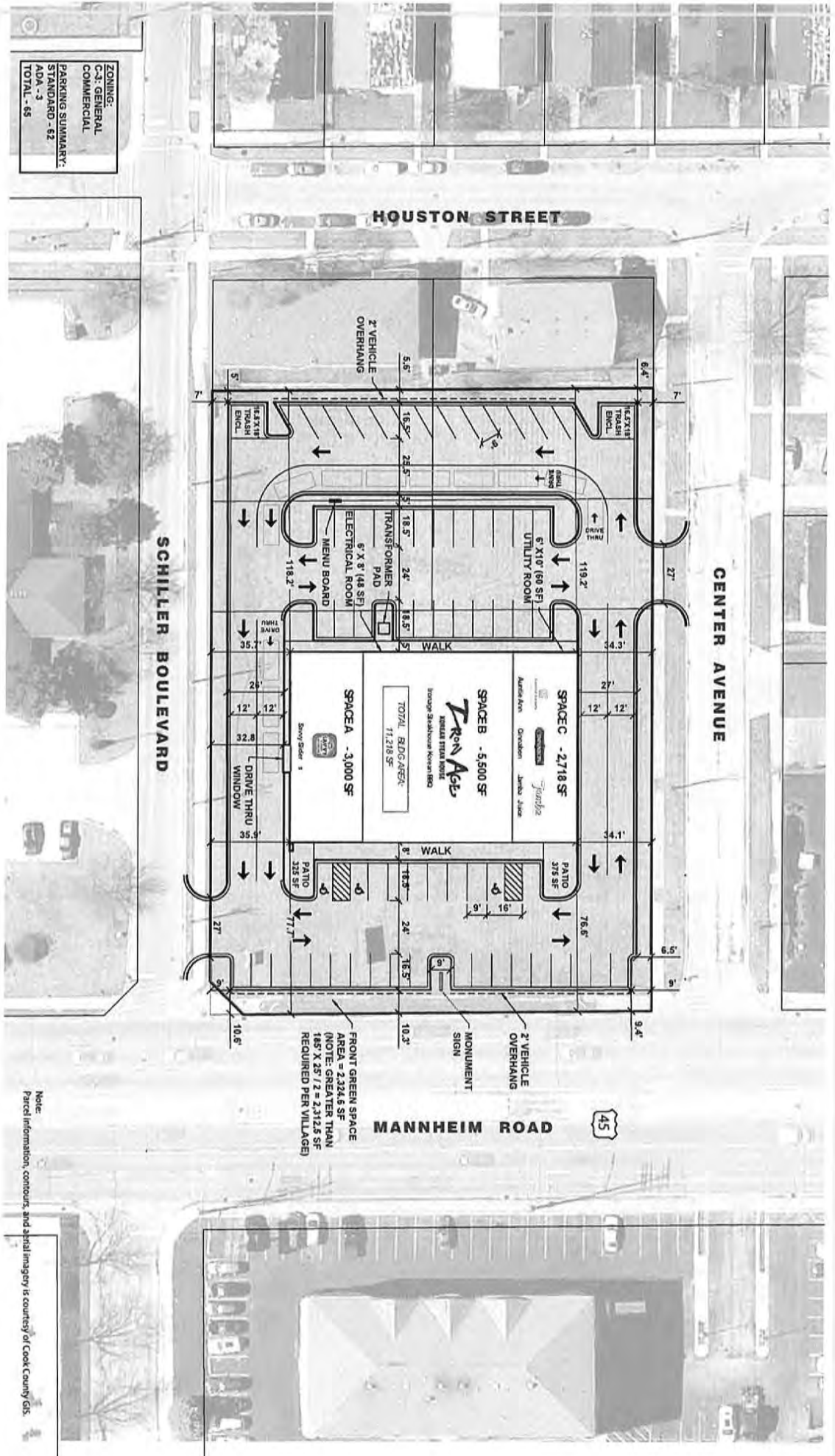
LOTS 73 THROUGH 82, BOTH INCLUSIVE, (EXCEPT THAT PART OF LOT 77, CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED AS DOCUMENT 25383996 AND DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 77; THENCE WEST ALONG THE SOUTH LINE OF LOT 77, A DISTANCE OF 15.00 FEET; THENCE NORTHEAST ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF LOT 77, WHICH IS 15.00 FEET NORTH (AS MEASURED ALONG SAID EAST LINE) OF THE SOUTHEAST CORNER OF SAID LOT 77; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING), IN FRANKLIN MANOR, BEING A SUBDIVISION OF THE SOUTH 20 ACRES (EXCEPT THE NORTH 68.00 FEET THEREOF) OF THE NORTH 40 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1959 AS DOCUMENT 17634777, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers (PINs): 12-29-212-002-0000, 12-29-212-003-0000, 12-29-212-008-0000, 12-29-212-009-0000 and 12-29-212-013-0000

Exhibit B

Site Plan

(See Attached)



Scale: 1" = 40'

North

4	09/16/2022	Per Village Comments
3	09/08/2022	Per Client Comments
2	08/10/2022	Per Client Comments
1	07/27/2022	Per Village Comments
No.	Date	Revision

CONCEPT SITE PLAN

LEE FRY COMPANIES, INC.

3010 MANNHEIM ROAD

VILLAGE OF PANNKUK PARK, COOK COUNTY, ILLINOIS

HAEGER ENGINEERING

CONSULTING ENGINEERS

land surveys

100 East State Parkway, Schaumburg, IL 60197 Tel: 815.354.6600 Fax: 815.354.6604

www.haegerengineering.com

Project No. 22991

Sheet 1 / 1

© 2022 Haeger Engineering, LLC

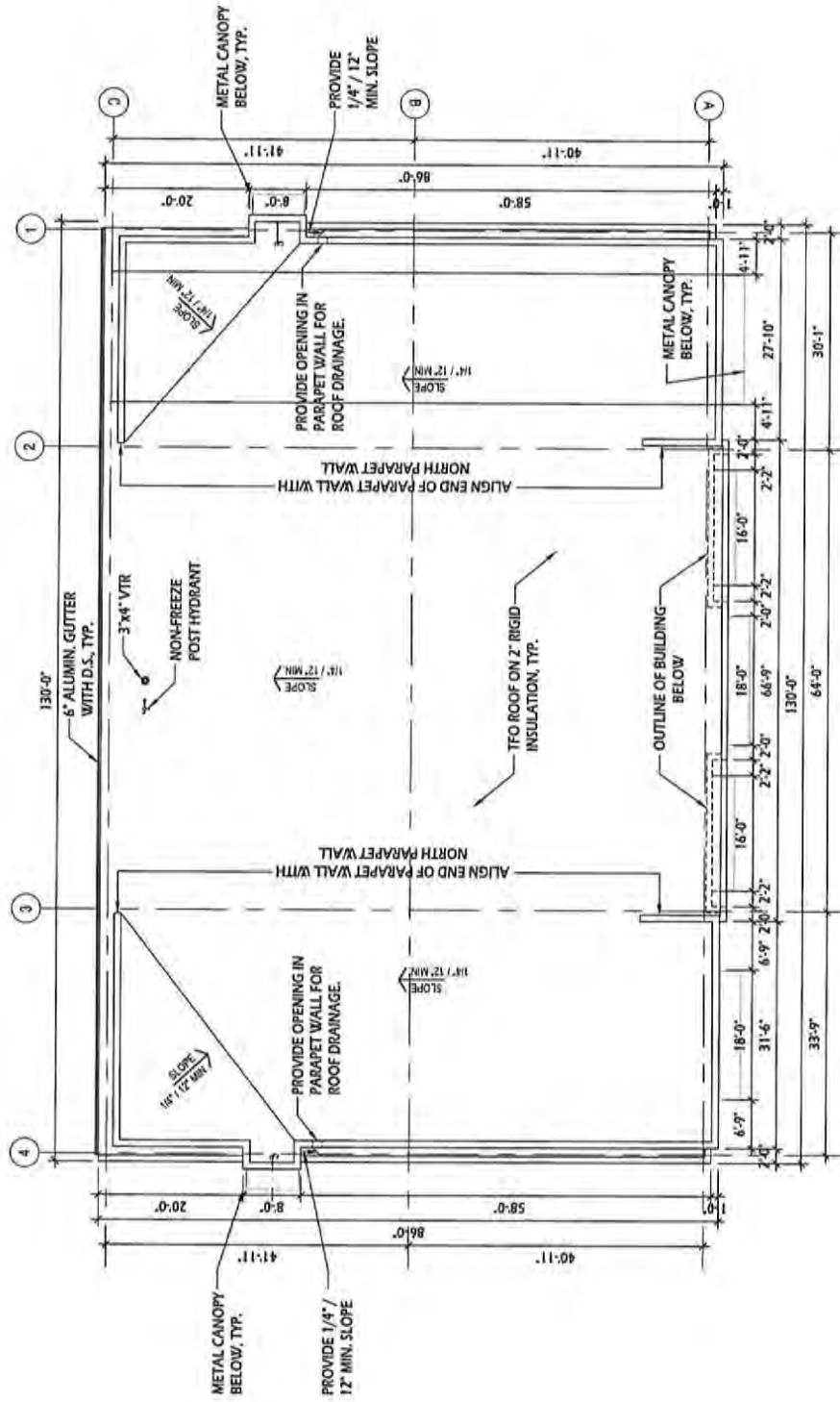
Note:

Parcel information, contours, and aerial imagery is courtesy of Cook County GIS.



PNK
DESIGN + BUILD

PNK DESIGN BUILD / 1901 RAYMOND DRIVE #15, NORTHBROOK, IL 60062 / JKK@PNKDB.COM / PH:847.414.5114 / WWW.PNKDB.COM

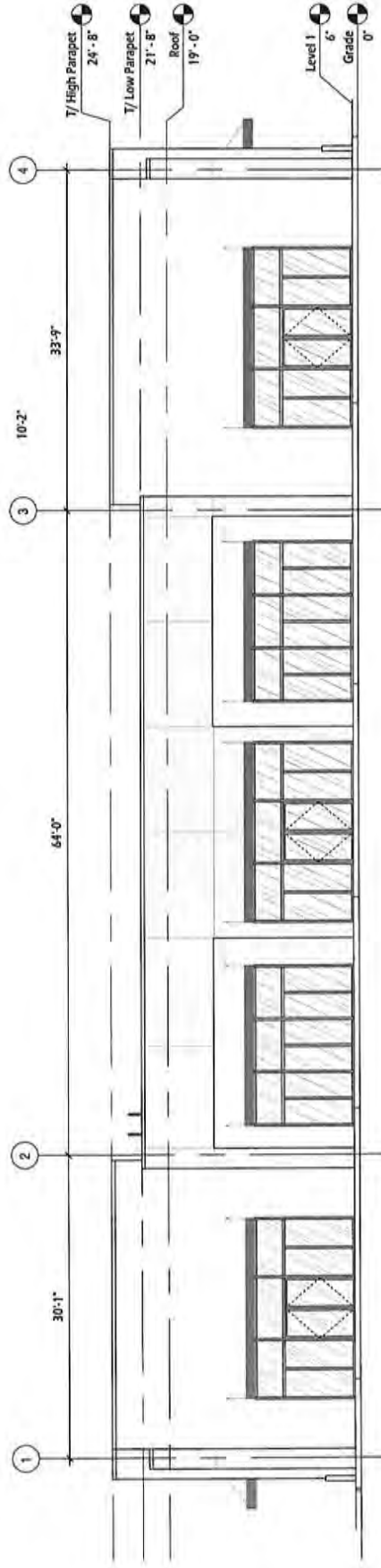


PROPOSED ROOF PLAN N
1/16" = 1'-0"



RETAIL STRIP CENTER
 3010 MANNHEIM RD, FRANKLIN PARK, IL 60131

MARCH 14 2025
 PNK DESIGN BUILD / 1901 RAYMOND DRIVE #15, NORTHBROOK, IL 60062 / JKK@PNKDB.COM / PH:847.414.5114 / WWW.PNKDB.COM



1
A

PROPOSED ELEVATION

N

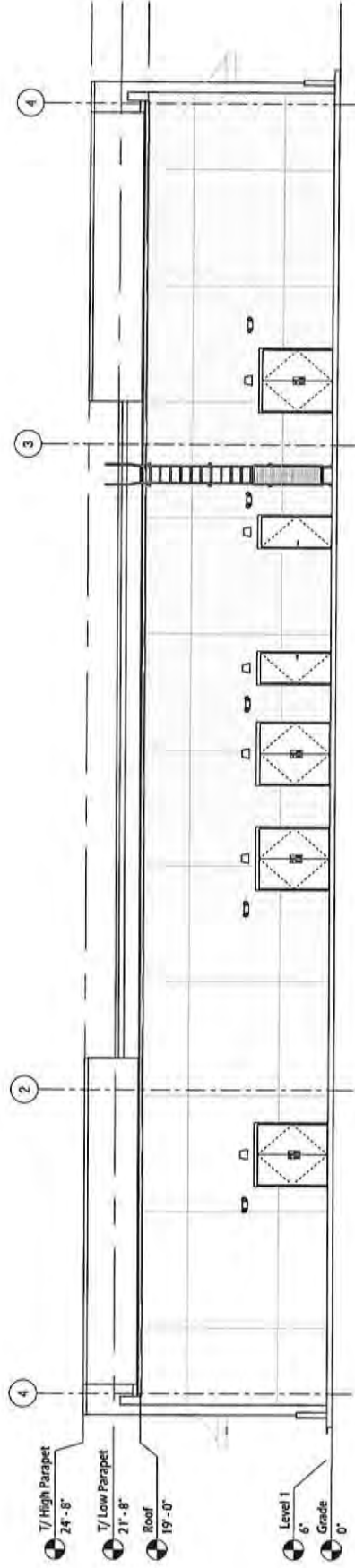
3/22" = 1'-0"

RETAIL STRIP CENTER
 3010 MANNHEIM RD, FRANKLIN PARK, IL 60131

MARCH 14 2025

PNK DESIGN BUILD / 1901 RAYMOND DRIVE #15, NORTHBROOK, IL 60062 / JKK@PNKDB.COM / PH:847.414.5114 / WWW.PNKDB.COM

PNK
 DESIGN + BUILD



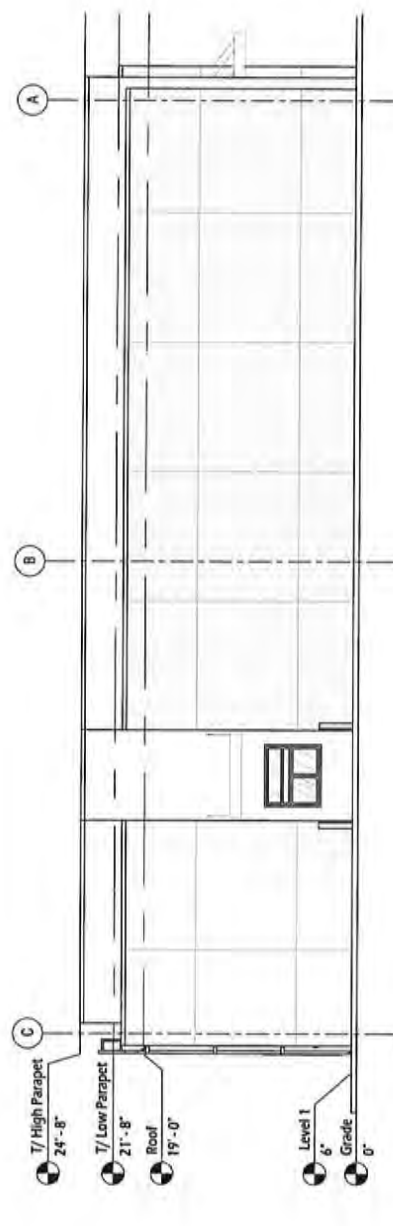
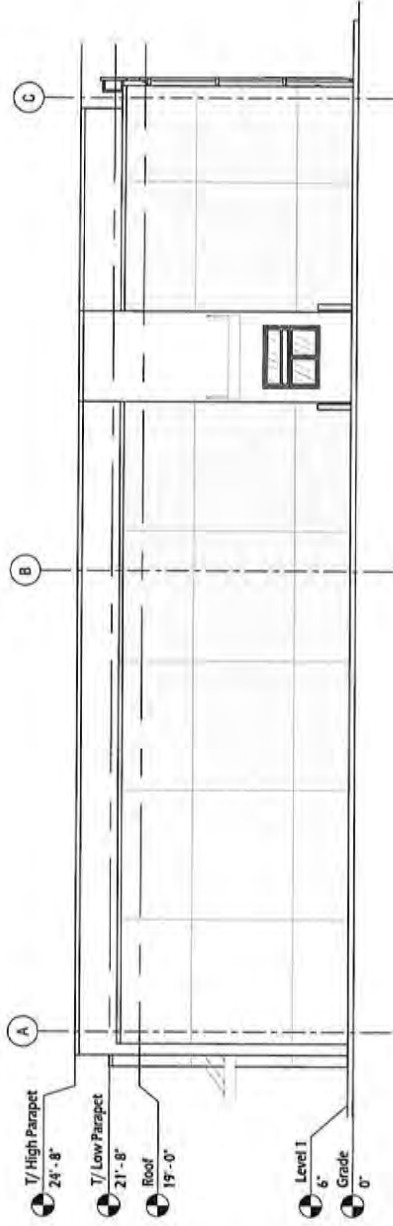
1 A PROPOSED ELEVATION (REAR) N $\oplus$
3/22" = 1'-0"

RETAIL STRIP CENTER
3010 MANNHEIM RD, FRANKLIN PARK, IL 60131

PNK DESIGN BUILD / 1901 RAYMOND DRIVE #15, NORTHBROOK, IL 60062 / JKK@PNKDB.COM / PH:847.414.5114 / WWW.PNKDB.COM

PNK
DESIGN + BUILD

MARCH 14 2025



1 A PROPOSED ELEVATIONS (SIDE) N 3/32" = 1'-0"

RETAIL STRIP CENTER
 3010 MANNHEIM RD, FRANKLIN PARK, IL 60131

PNK DESIGN BUILD / 1901 RAYMOND DRIVE #15, NORTHBROOK, IL 60062 / JKK@PNKDB.COM / PH:847.414.5114 / WWW.PNKDB.COM

MARCH 14 2025



THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2526-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS REGARDING SURFACE TRANSPORTATION PROGRAM
FUNDING FOR THE GRAND AVENUE IMPROVEMENTS PROJECT
(MANNHEIM ROAD TO ELM STREET)**

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 REGARDING SURFACE TRANSPORTATION PROGRAM
FUNDING FOR THE GRAND AVENUE IMPROVEMENTS PROJECT
(MANNHEIM ROAD TO ELM 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 Village of Franklin Park is a member of the North Central Council of Mayors Transportation Committee; and

WHEREAS, the North Central Council of Mayors requires a "local match" resolution of all project sponsors according to its Surface Transportation Program (STP) implementation Policy; and

WHEREAS, the Village's Grand Avenue Improvements STP project will be considered by the North Central Council of Mayors; and

WHEREAS, the Village is capable, willing, and able to fund the required local match during the programmed year.

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 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 President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois do hereby authorize the expenditure of funds from the Village's local funds

for the Grand Avenue Improvements Project (Mannheim Road to Elm Avenue) to be funded through the North Central Council of Mayors Surface Transportation Program.

Section 3. 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 4. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution 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 November 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 November 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 AMENDING CHAPTER SIX OF TITLE SIX OF THE VILLAGE
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(HANDICAPPED RESERVED PARKING SPACE FOR 2914 WILLOW STREET)**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/17/25
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2526-VC-__

AN ORDINANCE AMENDING CHAPTER SIX OF TITLE SIX OF THE VILLAGE
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(HANDICAPPED RESERVED PARKING SPACE FOR 2914 WILLOW 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*") 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, an application for reserved handicapped parking was submitted to the Village by a resident of 2914 Willow Street; and

WHEREAS, the police department has reviewed the above referenced application and upon due investigation is recommending approval of said application to 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 are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. Section 6-6F-8 ("*Reserved Parking Spaces*") of Article F ("*Parking Restrictions*") of Chapter 6 ("*Traffic Schedules*") of Title 6 ("*Motor Vehicles and Traffic*") of the Village Code of Franklin Park is hereby amended by adding the following underlined language to read, as follows:

Willow Street 2914

Section 3. 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 4. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. 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 November 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 November 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 AMENDING SECTION 3-2-7 OF CHAPTER TWO OF
TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS TO DECREASE
THE NUMBER OF CLASS E LIQUOR LICENSES (VALDILLO,
INC. D/B/A LA CONCHITA SUPERMARKET)**

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 AMENDING SECTION 3-2-7 OF CHAPTER TWO OF
TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS TO DECREASE
THE NUMBER OF CLASS E LIQUOR LICENSES (VALDILLO,
INC. D/B/A LA CONCHITA SUPERMARKET)**

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*”) regulate the number of liquor licenses that are available for the sale and distribution of alcoholic beverages within the Village; and

WHEREAS, a Class E license authorizes the sale at retail on the premises specified of beer and wine in original package not to be consumed on the premises and further requires the confinement of the beer and wine to a specific display area within a designated portion of the premises (the “*Class E Liquor License*”); and

WHEREAS, Valdillo, Inc. d/b/a La Conchita Supermarket failed to renew its Class E Liquor License for the premises located at 9709 Franklin Avenue for the 2025-2026 license year; and

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

WHEREAS, Section 3-2-7(b) of the Village Code provides that whenever a license is revoked, surrendered, nonrenewed, forfeited or lapsed the maximum number of licenses in the class of the license which is revoked, surrendered, nonrenewed, forfeited or lapsed shall be automatically and immediately reduced by one without further action by the Corporate Authorities; and

WHEREAS, Section 3-2-7(c) of the Village Code provides that the Village Clerk shall codify the appropriate maximum number of licenses for each class whenever the number of licenses is reduced by Section 3-2-7; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the health, safety and welfare of the residents of the Village to amend the Village Code to accurately reflect the number of liquor licenses in 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. Section 3-2-7 ("*Number of Licenses Issued*") of Chapter Two ("*Alcoholic Beverages*") of Title Three ("*Business and License Regulations*") of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-2-7. – Number of licenses issued.

- (a) *Maximum number of licenses.* The maximum number of licenses which may be issued for each class shall be as follows:

...

The total number of class E liquor licenses shall not exceed ~~six (6)~~ five (5).

...

- (b) *Reduction in the number of licenses.* Whenever a license is revoked, surrendered, nonrenewed, forfeited or lapsed as herein provided in this chapter, the maximum number of licenses in the class of the license which is revoked, surrendered, nonrenewed, forfeited or lapsed as set forth in subsection (a) of this section shall be automatically and immediately reduced by one without further action by the corporate authorities, notwithstanding the number of such licenses permitted pursuant to this section.
- (c) *Appropriate number of licenses.* The village clerk shall codify the appropriate maximum number of licenses for each class whenever the number of license(s) is reduced by this section.

Section 3. 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 4. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall be in full force and effect immediately upon its passage and approval to ensure the health, safety, and welfare of the residents of the Village.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of November 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 November 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 AMENDING SECTION 3-2-7 OF CHAPTER TWO OF
TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS ISSUING A
CLASS E LIQUOR LICENSE TO JDS GAS INC.**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/17/25
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2526-VC- __

AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO OF
TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS ISSUING A
CLASS E LIQUOR LICENSE TO JDS GAS INC.

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, a Class E license authorizes the sale at retail on the premises specified of beer and wine in original package not to be consumed on the premises and further requires the confinement of the beer and wine to a specific display area within a designated portion of the premises (the "*Class E Liquor License*"); and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") are charged with the responsibility of regulating the number of liquor licenses that are available for the sale and distribution of alcoholic beverages within the Village; and

WHEREAS, JDS Gas Inc. (the "*Applicant*") is seeking a Class E Liquor License for the premises located at 3201 N. Mannheim Road, Franklin Park, Illinois and is in the process of completing the requirements for the issuance of said license.

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 3-2-7 ("*Number of Licenses Issued*") of Chapter Two ("*Alcoholic Beverages*") of Title Three ("*Business and License Regulations*") of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-2-7. – Number of licenses issued.

- (a) *Maximum number of licenses.* The maximum number of licenses which may be issued for each class shall be as follows:

...

The total number of class E liquor licenses shall not exceed ~~five (5)~~ six (6).

...

- (b) *Reduction in the number of licenses.* Whenever a license is revoked, surrendered, nonrenewed, forfeited or lapsed as herein provided in this chapter, the maximum number of licenses in the class of the license which is revoked, surrendered, nonrenewed, forfeited or lapsed as set forth in subsection (a) of this section shall be automatically and immediately reduced by one without further action by the corporate authorities, notwithstanding the number of such licenses permitted pursuant to this section.
- (c) *Appropriate number of licenses.* The village clerk shall codify the appropriate maximum number of licenses for each class whenever the number of license(s) is reduced by this section.

Section 3. 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 or unenforceable shall not affect the validity or enforceability of any other provision of this Ordinance, which shall remain in full force and effect.

Section 4. All ordinances, resolutions, motions, or orders in conflict with this

Ordinance are hereby repealed to the extent of such conflict.

- Section 5.** This Ordinance shall be in full force and effect upon the last to occur:
- i. its passage, approval, and publication as provided by law; and
 - ii. the completion of all licensing and statutory requirements and procedures by the Applicant, as provided by this Ordinance, the Village Code of Franklin Park, and the Local Liquor Control Commissioner.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of November 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 November 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 OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL
AGREEMENT RELATING TO THE O'HARE NOISE
COMPATIBILITY COMMISSION**

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 AN AMENDMENT TO THE INTERGOVERNMENTAL
AGREEMENT RELATING TO THE O'HARE NOISE
COMPATIBILITY COMMISSION**

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 City of Chicago is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution (the "*Illinois Constitution*"), and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, the City of Chicago owns and operates an airport known as Chicago O'Hare International Airport (the "*Airport*"); and

WHEREAS, pursuant to authority granted by an ordinance adopted by the City of Chicago on October 30, 1996, and Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220), the City of Chicago entered into an Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission (the "*Intergovernmental Agreement*") by and among the City of Chicago and various municipalities, counties and public school districts (as defined in the Intergovernmental Agreement, and collectively referred to as the "*Participants*"); and

WHEREAS, the O'Hare Noise Compatibility Commission (the "*ONCC*") was established pursuant to the Intergovernmental Agreement and provides a common forum for interested parties to have a voice in noise issues related to the Airport; and

WHEREAS, the Village is currently a member of the ONCC; and

WHEREAS, by its terms, the Intergovernmental Agreement became effective in November of 1996; and

WHEREAS, the ONCC has indicated a desire to enter into an amendment to the Intergovernmental Agreement to extend its term from January 1, 2026 to December 31, 2030.

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 Relating to the O'Hare Noise Compatibility Commission by and between the City of Chicago and the Village of Franklin, Cook County, Illinois, and such other Participants therein described, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes, substantive or otherwise, as may be authorized by the Village Attorney or Village President, the execution thereof by the Village President to constitute the approval by the Village Board 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 is necessary to carry out the intent and purpose of this Ordinance and the Intergovernmental 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 November 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 November 2025.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT RELATING TO THE O'HARE NOISE COMPATIBILITY COMMISSION

This agreement, effective January 1, 2026, succeeds the previous agreement that was approved by the Chicago City Council and which went into effect on January 1, 2021, which expires under its own terms on December 31, 2025. It is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970, by and through the Chicago Department of Aviation, and the undersigned Members, organized under the laws of the State of Illinois. In consideration of the mutual agreements contained in this Agreement, the City of Chicago and each Member agree as follows below.

Section 1. Establishment of O'Hare Commission; Purposes.

The O'Hare Noise Compatibility Commission ("O'Hare Commission") is hereby established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act. The purposes of the O'Hare Commission are to: (a) determine certain Noise Compatibility Projects and Noise Compatibility Programs to be implemented in the O'Hare Commission Area; (b) oversee an effective and impartial noise monitoring system; (c) advise the City of Chicago concerning O'Hare-related noise issues; and (d) provide a forum for direct citizen engagement.

Section 2. Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings listed below.

"Advisory Member" means an authorized representative of a non-governmental entity or group located in the O'Hare Commission Area who shall serve as a special advisory Member of the O'Hare Commission as provided in Section 3.D. of this Agreement, but who shall have no voting powers on the O'Hare Commission and shall not be parties to the Agreement.

"Alternate" means a Designee's substitute.

"Chicago TRACON Boundary" means the area depicted in Appendix B.

"City" means the City of Chicago. The Commissioner of Aviation or his or her Alternate (or any successor thereto) shall have the sole authority to undertake the City of Chicago's obligations and responsibilities under this Agreement, and the City shall act by and through the Commissioner of Aviation or his or her Alternate (or any successor thereto) for purposes of this Agreement, except as otherwise set forth in this Agreement.

"Designee" means a Member's chief elected officer for a municipality other than the City, the Commissioner of Aviation for the City, chief elected officer for a county, or the superintendent or chief executive for a school district.

"FAA" means the Federal Aviation Administration or any successor agency.

"Member" means, at any time, each city, village, public school district, or county located in the O'Hare Commission Area that has executed a counterpart of this Agreement on the basis set forth in this Agreement, other than the City. In addition, "Member" shall include Wards 36, 38, 39, 40, 41, and 45 of the City of Chicago ("Chicago Ward Members") as set forth in Section 3.B.(iii) of this Agreement, who shall be eligible to participate as individual Members on the O'Hare Commission upon approval and execution of this Agreement by the City.

"Noise Compatibility Programs" means programs, including but not limited to the Residential Sound Insulation Program and the School Sound Insulation Program, which address aircraft noise concerns in the O'Hare Commission Area as determined by the O'Hare Commission in cooperation with the City.

"Noise Compatibility Projects" means the noise compatibility projects (including administrative costs) in the O'Hare Commission Area which are eligible for funding based on FAA regulations and grant assurances, which have been identified as eligible for participation in Noise Compatibility Programs as determined by the O'Hare Commission in cooperation with the City based on criteria adopted by the O'Hare Commission, and for which there is available funding. Noise Compatibility Projects include, but are not limited to, the sound insulation of homes and schools and/or providing the funding for such sound insulation to be implemented. Participation in a Noise Compatibility Program or receipt of a Noise Compatibility Project shall be voluntary on the part of the relevant property owner.

"O'Hare" means Chicago O'Hare International Airport.

"O'Hare Commission Area" means the Illinois area within the Chicago TRACON Boundary with an interest in O'Hare-related aircraft noise issues, which area includes, but is not limited to, the following municipalities, counties (which shall represent their respective residents in unincorporated areas), and public school districts: (i) the City of Chicago, Addison, Arlington Heights, Bartlett, Bensenville, Bloomingdale, Des Plaines, Elmhurst, Elmwood Park, Franklin Park, Glenview, Hanover Park, Harwood Heights, Hoffman Estates, Itasca, Lincolnwood, Melrose Park, Mount Prospect, Niles, Norridge, Northlake, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, St. Charles, Stone Park, and Wood Dale; (ii) Cook County and DuPage County; and (iii) School Districts 2, 7, 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 100, 214, 234, and 401. Municipalities, counties, and public school districts may be added to or removed from the O'Hare Commission Area pursuant to the terms of this Agreement.

"Part 150 Plan" means a noise abatement and land use compatibility plan developed pursuant to 14 C.F.R. Part 150, or any successor provision.

"Residential Sound Insulation Program" means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation to homes in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound

insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

"School Sound Insulation Program" means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation to schools in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

"TRACON" means an FAA Terminal Radar Approach Control facility.

Section 3. Composition and Organization.

A. In order for a person to participate as a Designee, the city, village, public school district, or county represented by such person must have approved and executed a counterpart of this Agreement by December 31, 2025, or pursuant to Section 7.G. of this Agreement, except that the Chicago Ward Members shall be eligible to participate as individual Members of the O'Hare Commission upon approval and execution of this Agreement by the City.

B. The O'Hare Commission shall consist of: (i) the chief elected officer as Designee or other Alternate of each of the municipalities and counties in the O'Hare Commission Area, except that the Commissioner of Aviation, or his or her Alternate, shall represent the City in an *ex officio* capacity; (ii) the superintendent, or chief executive as Designee or other Alternate of each public school district serving any portion of the O'Hare Commission Area; and (iii) Chicago Ward Designees, who shall be appointed by the Mayor of the City of Chicago. An individual may serve as a Designee or an Alternate for only one Member, except that Chicago Ward Designees shall not have an Alternate.

C. The O'Hare Commission Area includes municipalities, counties, Chicago wards, and public school districts with an interest in O'Hare-related noise issues, and a principal purpose of this Agreement is to provide a forum for those municipalities, counties, Chicago wards, and public school districts within the O'Hare Commission area to work together with the City on a cooperative basis in addressing these issues.

D. The Chair, with majority approval of the Executive Committee, as defined in the O'Hare Commission bylaws, may appoint non-governmental entities or groups to serve as special Advisory Members of the O'Hare Commission. Advisory Members may participate fully in the deliberations of the O'Hare Commission, but shall have no voting powers and shall not be parties to this Agreement.

E. The O'Hare Commission shall elect annually from its Designees or Alternates a Chair, Vice Chair, Treasurer, and any other officers that it deems necessary pursuant to the O'Hare Commission bylaws. The O'Hare Commission shall appoint, retain, and employ an Executive Director and such other staff, professional advisors, and consultants as may be needed to carry out its powers and duties. The appointment of the Executive Director must be approved by a simple majority of the Members of the O'Hare Commission.

F. Unless otherwise specified in the bylaws, a majority of the Members of the O'Hare Commission in good standing shall constitute a quorum for the transaction of business. Except as provided for in Section 7.H., a concurrence of a simple majority of the quorum shall be necessary for the approval of any action by the O'Hare Commission. The O'Hare Commission shall establish a schedule of regular meetings in accordance with its bylaws ("Regular Meetings"), and special meetings may be called by the City or any five Members of the O'Hare Commission upon at least seven days' written notice to the City, each Member, and each Advisory Member.

Section 4. O'Hare Commission Powers and Duties.

A. The O'Hare Commission shall have the following duties and powers listed below.

(1) The O'Hare Commission shall determine certain Noise Compatibility Programs and Noise Compatibility Projects to be implemented in the O'Hare Commission Area in cooperation with the City as set forth in Appendix A, and shall establish criteria for participation in such Noise Compatibility Programs and for determining the priorities for providing such Noise Compatibility Projects.

(2) The O'Hare Commission may make recommendations to the City regarding noise reduction programs at O'Hare including, but not limited to, the use of new technologies and flight patterns, preferential runway usage, the implementation of sound insulation programs, the use of ground run-up enclosures, and the implementation of FAA standard noise abatement, takeoff, and high-altitude approach procedures. No such recommendations shall be submitted to the FAA or implemented by the City without the prior approval of the O'Hare Commission. The O'Hare Commission also shall cooperate with the City in seeking agreements with the airlines using O'Hare and the FAA, as appropriate, with respect to aircraft noise mitigation and related matters.

(3) The O'Hare Commission may advise the City concerning any Part 150 Plan concerning O'Hare. The City shall not submit any such plan or any subsequent revision proposed by the City to the FAA without allowing the O'Hare Commission 60 days to review it and submit written recommendations to the City for consideration.

(4) The O'Hare Commission may request and, except as set forth below, the City shall provide full access to all publicly available documents relating to: (i) any O'Hare noise monitoring; (ii) any O'Hare-related Noise Compatibility Project proposed or undertaken in whole or in part by the City; and (iii) any recommendations or submissions to the FAA by the City related to aircraft noise mitigation related to O'Hare. Such requests may not impose an undue burden upon the City or interfere with its operations. In such circumstances, the City shall extend to the O'Hare Commission an opportunity to confer with it in an attempt to reduce the request to manageable proportions.

(5) Neither the O'Hare Commission, nor any of its Members, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using FAA flight data for O'Hare and/or Chicago Midway International Airport ("Data") in legal actions to enforce noise abatement policy or regulations without prior approval of the FAA, and shall not

release such Data without notice to and consultation with the FAA. The O'Hare Commission and its Members, representatives, agents, employees, consultants, or professional advisors shall not release the Data for use by law enforcement agencies or for use in any civil litigation except as otherwise required by law. If the O'Hare Commission or any of its Members, representatives, agents, employees, consultants, or professional advisors are required by law to release such Data, they shall notify the FAA before doing so. This notification must be provided promptly after the O'Hare Commission or any of its Members, representatives, agents, employees, consultants, or professional advisors receives a request or requirement to release the Data, and prior to the release of the Data. The O'Hare Commission and its Members, representatives, agents, employees, consultants, or professional advisors shall not release Data if advised by the FAA that the Data contains any information deemed sensitive at the sole discretion of the FAA, unless required by law to release such Data.

(6) The O'Hare Commission shall adopt an annual expense budget for each fiscal year, which shall be consistent with the City of Chicago fiscal year. The O'Hare Commission's expense budget shall be adopted at least 30 days prior to the commencement of each such fiscal year. The O'Hare Commission's expense budget shall be funded by the City and any grants received pursuant to Section F of Appendix A of this Agreement, following the evaluation and approval by the City of the proposed budget request.

(7) The O'Hare Commission shall have the power to sue and be sued and to take any other action necessary to perform its powers under this Agreement. No funds received by the O'Hare Commission from the City shall be used for legal services or other costs in connection with any action by the O'Hare Commission against the City, its officers or employees, or any airline using O'Hare, except for enforcement of the provisions of this Agreement. The City will indemnify, defend, and hold harmless Members from any and all claims, costs, expenses, including attorney's fees, damages, judgments and court costs arising out of the Member's participation in the O'Hare Commission. Members shall promptly provide to the City copies of any notices which Members may receive of any claims, actions, fines, proceedings or suits as may be given or filed in connection with the Member's participation in the O'Hare Commission.

(8) The O'Hare Commission shall undertake any procurement activities in accordance with this Agreement and pursuant to applicable law.

(9) The O'Hare Commission shall adopt bylaws consistent with the powers enumerated herein.

B. A record of proceedings and documents of the O'Hare Commission shall be maintained, which shall be available for inspection by the City, each Member, each Advisory Member, and the public as permitted by law. The accounts of the O'Hare Commission shall be subject to an annual audit by a qualified independent public accountant.

C. The powers and duties of the O'Hare Commission shall be limited to those expressly set forth in this Agreement.

Section 5. Term of Agreement.

A. This Agreement shall be effective January 1, 2026, and shall terminate on December 31, 2030, unless otherwise terminated with the written consent of the City and two-thirds of the Members. The term of this Agreement may be extended upon the approval of the City and any Member which wishes to extend the term of the Agreement. If any Member defaults in any material respect in the performance of any of its duties or obligations under this Agreement, and such default continues for 30 days after the O'Hare Commission notifies the Member, the O'Hare Commission may terminate the defaulting Member's participation as a party to this Agreement. A material default by a Member shall include, but is not limited to, failure to comply with Section 6.

B. Any Member may withdraw as a Member of the O'Hare Commission at any time by providing 60 days advance written notice of its intent to withdraw to the City and the O'Hare Commission. Each such written notice shall be accompanied by a certified copy of a resolution or other official action of such Member's legislative body authorizing such withdrawal. Following its withdrawal from the O'Hare Commission, the Member shall cease to exercise any of its rights under this Agreement and to be responsible for any subsequent obligation incurred by the O'Hare Commission.

C. The City may terminate this Agreement at any time after January 1, 2026, upon 180 days prior written notice to each Member and each Advisory Member. Following the City's termination of this Agreement, the rights and obligations of each party to this Agreement shall terminate.

Section 6. Attendance Policy

A. Members' Designees or Alternates shall attend the majority of Regular Meetings in a calendar year. If a Members' Designee or Alternate misses three consecutive or the majority of Regular Meetings in a single calendar year, the Member will receive written notification from the Executive Director that it will be temporarily suspended from the O'Hare Commission for a period of one year, which shall begin on the date of the written notification.

B. Temporary suspension will involve the loss of membership and voting privileges for that one-year period from the date of the suspension. During the temporary suspension, suspended Members may attend meetings and participate in discussions as members of the public, but will not count as part of the voting quorum and will not be eligible to vote.

C. At any time during its one-year temporary suspension, a Member may appeal its temporary suspension by submitting a written request to the Executive Director due to a change in circumstances. Reinstatement of the Member shall be governed by the bylaws.

D. No later than 30 days following the end of the temporary suspension period, a Member may submit a written request to the Executive Director to be reinstated. Reinstatement of the Member shall be governed by the bylaws. If the Executive Director does not receive the reinstatement request within 30 days after the end of the suspension period, then this Agreement shall be terminated between the City and the Member.

Section 7. Miscellaneous.

A. All notices hereunder shall be in writing and shall be given as follows:

If to the City, to:

Commissioner of Aviation
Chicago Department of Aviation
10510 W. Zemke Road
Chicago, IL 60666

If to a Member, to the address set forth on the signature page of the counterpart of this Agreement executed by such Member, and, in the case of Chicago Ward Members, to such addresses and telephone numbers as they may provide to the O'Hare Commission. Members may provide an email address for purposes of receiving notices.

All notices shall be effective upon receipt by U.S. mail or email. Any Member may change the address or addresses for notices to be sent to it by giving notice to the O'Hare Commission.

B. No Member may assign its rights or obligations under this Agreement without the prior written consent of the City and the other Members.

C. The City shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by a Member or other municipality or county. A Member shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by the City, another Member, or another municipality or county. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Member shall be liable for any expenditures, indebtedness, or other financial obligations incurred by the O'Hare Commission unless the City or such Member has affirmatively agreed to incur such expenditure, indebtedness, or financial obligation. No Advisory Member shall be subject to any liabilities or obligations under this Agreement.

D. This Agreement and the bylaws authorized in Section 4.A.(9) constitutes the entire agreement of the parties with regard to the subject matter hereof. This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies. Appendix A and Appendix B are incorporated herein and made a part of this Agreement.

E. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each party. Each counterpart may vary in order to identify the Member, its address for notices, and its execution by an authorized officer. The execution of counterparts of this Agreement by a municipality, public school district, or county located in the O'Hare Commission Area prior to

December 31, 2025, shall not require the consent of the O'Hare Commission, the City, or any Member.

F. This Agreement shall be governed and construed in accordance with Illinois law.

G. Any municipality, public school district, or county located in the O'Hare Commission Area that does not become a Member prior to December 31, 2025, may thereafter become a Member upon: (i) the approval of the City and a majority of the O'Hare Commission as set forth in Section 3.F. of this Agreement; and (ii) execution of a counterpart of this Agreement.

H. The approval of the City and two-thirds of the Members shall be required to amend this Agreement. Notice of any proposed amendment shall be transmitted to each Member and each Advisory Member at least ten days prior to the meeting of the O'Hare Commission at which any proposed amendment is to be first considered. Any amendment shall be effective on all parties hereto when counterparts are executed by the City and two-thirds of the Members.

Executed as of this _____ day of _____, 2025.

CITY OF CHICAGO

By:

Commissioner
Chicago Department of Aviation

_____ (Name of Member)

By:

Authorized Officer

Address:

APPENDIX A

Implementation of Noise Compatibility Programs and Projects

In connection with the development and implementation of Noise Compatibility Programs and Noise Compatibility Projects in the O'Hare Commission Area, the City and the O'Hare Commission shall have the following duties and responsibilities listed below.

- A. The Members of the O'Hare Commission shall direct the further development of the Noise Compatibility Programs for the O'Hare Commission Area. The Members of the O'Hare Commission shall establish criteria for the equitable allocation of Noise Compatibility Projects and approved airport revenues (including by not limited to FAA Airport Improvement Program ("AIP") grants, Passenger Facility Charge ("PFC") funds, and General Airport Revenue Bonds, and/or bonds backed by such funding sources) within the O'Hare Commission Area and the priorities for providing Noise Compatibility Projects, subject in each case to approval by the FAA and in compliance with all applicable FAA regulations and grant assurances, as well as other applicable law, and subject to available funding.
- B. The City shall retain all necessary powers to satisfy the assurances made to the FAA in connection with the expenditure of airport revenues, including eligibility for sound insulation and/or sound insulation funding that is paid by airport revenues. The City shall enter into all agreements and assurances and shall take all other actions that may be necessary to provide for the utilization of airport revenues on the basis set forth in this Appendix A. Each Member and municipality and county that receives Noise Compatibility Projects shall enter into all agreements and assurances, including agreements with and assurances to the City, shall execute any necessary certificates, records, and other documents, and shall take all other actions that may be necessary to obtain and maintain FAA approval for the use of the airport revenues as contemplated in this Appendix A. Neither the O'Hare Commission nor any Member shall take or omit to take any action if such action or omission violates restrictions on the use of airport revenues. The City shall not be obligated in any year to pay or utilize any amounts in excess of available airport revenues to carry out the purposes of this Appendix A.
- C. The determination of eligibility to participate in a Noise Compatibility Program or receive a Noise Compatibility Project is not to be construed as an admission or determination of negative impact by aircraft noise or of liability for damages or any other injury relating to aircraft noise on the part of the City or the O'Hare Commission.
- D. In the event they are determined to be eligible for participation in a Noise Compatibility Program, property owners in the O'Hare Commission Area shall not be required to pay any portion of the cost of any Noise Compatibility Project. Upon approval by the City and with the consent of the property owner, at its option the City may acquire homes that are subject to very high levels of aircraft noise.
- E. Noise Compatibility Projects outside the City may be implemented through Members and other municipalities and counties located in the O'Hare Commission Area. A municipality and county may request that the City undertake a Noise Compatibility Project within

its corporate boundaries. Noise Compatibility Projects within the boundaries of the City shall be implemented by the City. The City may enter into agreements in connection with the planning and implementation of proposed Noise Compatibility Projects in the O'Hare Commission Area. All procurement activities related to Noise Compatibility Projects shall be undertaken in accordance with applicable law.

F. The City shall provide administrative support and professional and technical assistance to the O'Hare Commission, each Member, and all other municipalities and counties located in the O'Hare Commission Area in connection with the operations of the O'Hare Commission and the planning and implementation of Noise Compatibility Projects.

G. The O'Hare Commission may receive grants from any source to be used for the purpose of discharging its duties and obligations in accordance with the provisions of this Appendix A, and also may make grants for such purposes. The O'Hare Commission may expend any such grants for purposes consistent with this Appendix A. The City and the O'Hare Commission shall each use its best efforts (including serving as the sponsor or applicant for federal grants) to obtain the maximum amount of federal funds in connection with any Noise Compatibility Projects, so as to maximize the availability and impact of the City's financial contribution to Noise Compatibility Projects in the O'Hare Commission Area.

H. The City shall install, operate, and maintain a permanent noise monitoring system ("System") at and around O'Hare. The purposes of the System include validation of the FAA-approved noise contour for O'Hare, assisting in determining the eligibility and priority of proposed Noise Compatibility Projects for schools, enhancing public understanding of aircraft noise issues, and monitoring trends in aircraft noise.

(1) The City may retain a third-party vendor ("System Operator") selected by the City with the input of the O'Hare Commission to operate and maintain the System pursuant to an agreement between the City and the System Operator.

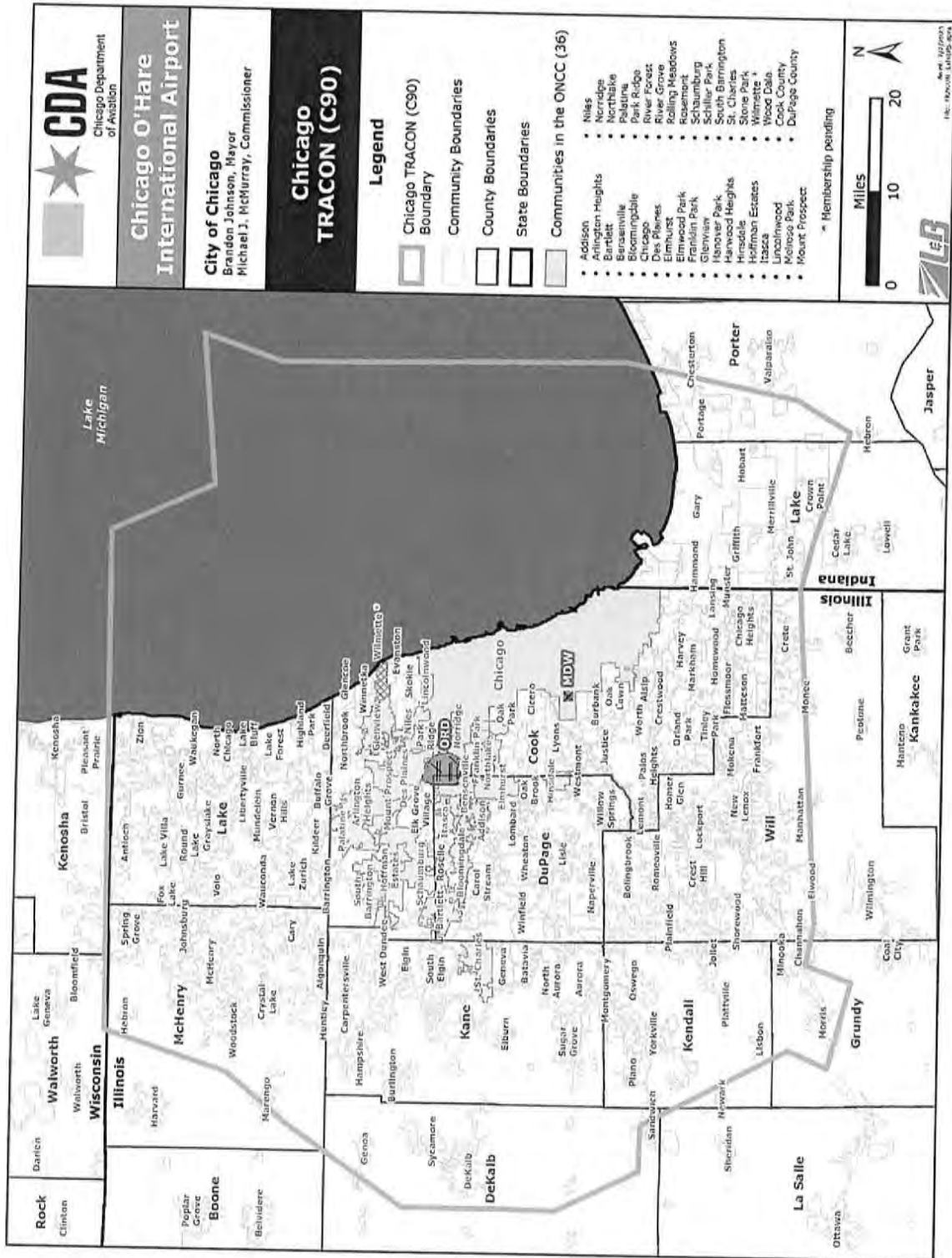
(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third-party vendor ("System Expert") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will be responsible for independently verifying data and system operation through the review of all inputs and operational aspects of the System. All reports prepared by the System Expert shall be provided directly to the City and the O'Hare Commission. The activities and duties of the System Expert shall be consistent in all respects with the applicable requirements of the FAA. If the O'Hare Commission requests the City to retain and pay for such a System Expert, the amount that the City is obligated to pay the System Expert shall not exceed \$200,000 per year, adjusted annually in accordance with the Consumer Price Index for All Urban Consumers ("CPI-U") for the Chicago-Naperville-Elgin area.

(3) The System shall include a minimum of 36 monitoring sites in the O'Hare Commission Area, plus such number of additional permanent monitoring sites as may be agreed upon by the City and the O'Hare Commission.

(4) The data collected by the System shall be made available by the City to the O'Hare Commission and any Member that requests such data. The City shall provide reports to the O'Hare Commission and any Member based on the data collected by the System.

(5) Neither the O'Hare Commission, nor any of its Members, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using, information generated by the System in violation of Section 4.A.(5) of this Agreement.

APPENDIX B



THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF COOK
FOR ELECTRIC VEHICLE CHARGING STATIONS**

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 WITH THE COUNTY OF COOK
FOR ELECTRIC VEHICLE CHARGING STATIONS

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 Electric Vehicle Charging Stations 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 and the Village of Franklin Park, Cook County, Illinois for Electric Vehicle Charging Stations (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 Community Development and Zoning 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 November 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 November 2025.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”), effective as of the date of the last dated signature below, is entered into by and between the County of Cook, a body politic and corporate of the State of Illinois (the “County”), acting by and through its Bureau of Asset Management, and the Village of Franklin Park, a public entity (the “Village”). The County and Franklin Park are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

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

WHEREAS, the Village of Franklin Park is located in the County of Cook, State of Illinois, and is duly organized and existing under the provisions of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws thereto, with full powers to enact ordinances for the benefits of the residents of the Village of Franklin Park; and

WHEREAS, more than \$1 billion in federal funds has been allocated directly to Cook County under provisions of the American Rescue Plan Act (“ARPA”). ARPA is designed to stimulate the U.S. economy, support individuals and families, and curb the spread of the COVID-19 virus. This one-time infusion of federal dollars will support both immediate recovery needs and long-term transformative initiatives; and

WHEREAS, Cook County allocated ARPA funding to install public electric vehicle (EV) charging stations in suburban areas where there are currently large gaps in service, primarily in communities that are under-resourced, have a higher amount of multifamily dwelling units or have a higher amount of renter-occupied housing; and

WHEREAS, the Cook County Policy Roadmap’s Sustainable Communities goal is to support healthy, resilient communities that thrive economically, socially, and environmentally; and

WHEREAS, Cook County has steadily worked to reduce its greenhouse gas emissions, including an overall reduction in greenhouse gas emissions from County facilities of 44% in 2023; and

WHEREAS, the County and the Village recognize that EV ownership is increasing and that there is a need for public EV charging stations to facilitate and support alternative fuel sources; and

WHEREAS, in accordance with the foregoing, the County and the Village desire to enter into an agreement where the County will design, construct, and install two EV charging stations and the Village will operate, maintain and make the stations available to the public; and

WHEREAS, the County and the Village each acknowledge TIME IS OF THE ESSENCE as there are terms and conditions that certain funding be obligated in 2024 and projects completed by December 31, 2026, and the Village will timely respond to the County's requests for information and commit adequate resources to satisfy its responsibilities under this Agreement; and

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

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

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

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

I. INCORPORATION OF RECITALS

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

II. AUTHORITY

Each Party represents and warrants that it has the full and lawful authority to enter into this Agreement and to fully and promptly comply with all provisions, terms and conditions, as written.

III. PURPOSE AND SCOPE

The purpose of this Agreement is to identify the roles and responsibilities of each Party regarding the installation of EV charging stations within the Village of Franklin Park, as provided below.

IV. TERM

This Agreement shall become effective upon its full execution ("Effective Date") and shall expire five (5) years after the activation of the charging station, unless terminated earlier pursuant to this Agreement.

V. RESPONSIBILITIES OF COUNTY

- A. Installation of Charging Stations. The County will arrange for the installation of the EV charging stations as described in the Scope of Work set forth in Exhibit A ("County Work" or

"Project") at locations agreed upon by both the County and the Village. The materials and labor to perform the County Work will be procured by the County and will be constructed and/or installed in a good and workmanlike manner using new materials of the same character, kind and quality customarily employed for such work.

- B. Provision of Equipment. The County will provide 2 dual port Level 2 EV charging stations, (the "Equipment" or "Charging Stations") as set forth in the Scope of Work. The Equipment shall be tendered to the Village in new condition.
- C. Networking Fees. The County will cover the costs of the networking fees for each station for the first five (5) years of operation of the station.
- D. Warranty. The County will cover the cost of the manufacturer's warranty for the first five (5) years of the operation of the station.
- E. No Obligation to Repair or Replace. The County shall have no obligation to repair or replace the Equipment if it is damaged or destroyed by a third party or Act of God.

VI. RESPONSIBILITIES OF THE VILLAGE OF FRANKLIN PARK

- A. Site Selection. The Village shall recommend a location within its corporate limits and within the County limits where the Equipment shall be sited, which site shall be agreed upon and approved by the County. The site identified is seen in Exhibit A.
- B. Property Access. The Village will grant the County and its employees, contractors, and agents a right of entry to enter the Property to perform its responsibilities under this Agreement.
- C. Approval of Work. The Village will inspect the completed County Work for workmanship and confirm the completed County Work is satisfactory and in compliance with this Agreement and Exhibit A.
- D. Operation of Charging Station. The Village agrees to keep the charging station in place and operational for the 5-year term.
- E. Maintenance of Equipment. The Village will be responsible for calling the charging station manufacturer to resolve any issues with operation of the station, including warranty covered issues.
- F. Upgrades and Replacements. The Village assumes the costs and coordination of desired upgrades or replacement to/of Charging Station equipment or infrastructure beyond the initial 5-year term.
- G. Public Accessibility. The Village agrees to ensure public accessibility to the station, and to resolve any networking connection issues with the vendor if they come up.
- H. No Obligation to Repair or Replace. The Village shall have no obligation to repair or replace the Charging Station if it is damaged or destroyed by a third party or Act of God.
- I. Payment for Electricity. The Village will be responsible for paying for the electricity use incurred by use of its EV charging station, but may set pricing at its discretion to offset these costs.
- J. Pricing for Station Use. The Village shall have sole discretion for setting pricing for station use

and distributing any revenue generated by the use of the stations.

- K. Networking Fees. The Village will be responsible for networking fees for year six (6) and beyond over the stations' useful life.
- L. Charging Station Use Plan. The Village will be responsible for specifying engineer and security contacts for each site, setting operational times when the stations are "open" for charging, and ensuring adequate lighting is maintained.
- M. Charging Station Use Data. The Village must provide Charging Station use data to the County from the charging station portal (online software platform) for the first five (5) years of operations to assist with ARPA metric tracking. These data points include but are not limited to: kilowatt hours used per month per station, number of charge events per month per station, and annual number of unique drivers. (Depending on the selected vendor, other metrics/reports may be available for sharing in a simple format).

VII. MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

- A. Records Retention. The Village shall maintain for five (5) years from the Expiration Date adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to the Project. If any litigation, claim, or audit related to the Project is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- B. Accessibility of Records. The Village shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized County representatives, the County's Inspector General, and any other person(s) as may be authorized by the County (including auditors). The Village shall cooperate fully in any such audit or inquiry.
- C. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VII shall establish a presumption in favor of the County for the recovery of any funds paid by the County under this Agreement for which adequate books, records and supporting documentation are not available to support the payment.
- D. Monitoring and Access to Information. The Village must monitor its activities to assure compliance with applicable requirements and to assure its performance expectations are being achieved. The County shall monitor the activities of the Village to ensure compliance with all requirements and performance expectations of the Agreement. The Village shall timely submit all reports, and shall supply, upon the County's request, documents and information relevant to the Agreement. The County may make site visits as warranted by program needs.

VIII. TERMINATION FOR CAUSE OR CONVENIENCE

- A. Termination for Cause. Subject to the notice and cure provisions described in Section B. below, the County may terminate this Agreement if the Village materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:
 - i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency

- guidelines, policies or directives as may become applicable at any time; or
- ii. Failure, for any reason, of the Village to fulfill in a timely and proper manner its obligations under this Agreement;

B. If the County determines that an event of default has occurred, the County will give the Village written notice of the default, upon the receipt of which the Village has fifteen (15) days to cure the default. The County may in its sole discretion give the Village additional time to cure the default. At the end of the cure period, if the County chooses to terminate this Agreement due to an inadequate cure by the Village, the County will give the Village a letter terminating the Agreement.

C. Termination for Convenience. This Agreement may be terminated by either Party for any or no reason by giving written notice to the other Party at least thirty (30) days in advance of the effective date of such termination unless construction has begun.

IX. NOTICE; PROJECT POINTS OF CONTACT

A. Notice. All notices shall be in writing, sent either by overnight courier delivery service or by certified mail, return receipt requested, with proper postage pre-paid, with a confirmatory email. Confirmatory emails are a convenience to the Parties, and not a substitute for personal or mailed delivery. Notice shall be deemed to have been given on the date of courier/personal delivery or deposited in the United States mail. Notices shall be addressed as follows:

If to the County:

Bureau of Asset Management
69 West Washington Street, Suite 3100
Chicago, Illinois 60602
Attn: Bureau Chief
Email: elizabeth.granato@cookcountyil.gov
Chicago, Illinois 60602

If to the Village:

Village of Franklin Park
9500 W. Belmont Avenue
Franklin Park, Illinois 60131
Attention: Village Clerk
Email: aarellano@vofp.com

B. Project Points of Contact. The following individuals are authorized to act as the point of contact for the Project:

For the County:

Email: _____

For the Village:

Nicholas Walny, Director
Community Development & Zoning Dept.
Village of Franklin Park
9500 W. Belmont Avenue
Franklin Park, Illinois 60131
Email: nwalny@vofp.com

X. MISCELLANEOUS TERMS

A. Compliance with Laws. Each Party shall observe and comply with the applicable laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies, including disaster proclamations, which may in any manner affect the performance of this Agreement, and assurance of compliance with this requirement by each Party's employees, agents or subcontractors shall be the responsibility of the respective Party.

B. Governing Law and Venue. This Agreement shall be interpreted under, and governed by,

the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

C. Force Majeure. Neither the County nor the Village shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such Party's reasonable control and which event is not caused by such Party's fault or negligence. Such events shall include acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

D. No Agency, Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to create or imply any agency, partnership, joint venture or other association between the County and the Village. The Parties shall not have the authority to enter into any Agreement, nor to assume any liability, on behalf of the other Party, nor to bind or commit the other Party in any manner, except as expressly provided herein.

E. No Third Party Beneficiaries. This Agreement shall be binding upon the Village and the County to the benefit of the Village and the County. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor shall any act of the Parties, be deemed or construed by any of the Parties hereto or by third parties to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

F. No Employment Benefits. Each Party and its respective employees, agents and subcontractors for all purposes arising out of the Agreement shall not be considered employees of the other Party. It is expressly understood and agreed that neither Parties' employees, agents or subcontractors shall be entitled to any benefit to which the other Party's employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

G. Non-exclusivity. This Agreement is non-exclusive. Both Parties retain the right, at their sole discretion and without prior or subsequent notification to one another, to enter into EV Charging Station arrangements with third parties not related to this Agreement.

H. No Personal Liability. The Parties agree that no member, official, employee or agent of either Party will be individually or personally liable to the other Party, its successors or assigns under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or in the event of any default or breach by such Party under this Agreement.

I. Governmental Immunity. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, in no event shall this Agreement be construed to have waived any rights or defenses of governmental immunity that either Party may have with respect to any matters arising out of this Agreement or performance hereunder.

J. Cooperation with Inspector General. The Village shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 *et seq.* of the Cook County Code of Ordinances).

K. Assignment. This Agreement, or any portion thereof, shall not be assigned by either the

County or the Village, without the prior written consent of the other Party.

L. Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

M. Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any Party.

N. Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

O. Survival. Any provisions of this Agreement that impose continuing obligations upon a Party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which when taken together shall be deemed to be one and the same instrument.

Q. Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

R. Interpretation. Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn. A reference to the County includes the County's officers, commissioners, employees, attorneys, agents and assigns; a reference to the Village includes its officers, members, employees, attorneys, agents and assigns.

S. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Village with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Village and the County with respect to the subject matter hereof.

END OF PAGE

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereto caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF FRANKLIN PARK

Toni Preckwinkle
President
Cook County Board of Commissioners

Barrett Pedersen
Village President
Village of Franklin Park

This __ day of _____, 2025

This __ day of _____, 2025

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

RECOMMENDED BY:

APPROVED AS TO FORM
Eileen O'Neill Burke, State's Attorney

Elizabeth Granato xx/xx/2025
Date _____
Bureau Chief
County of Cook
Bureau of Asset Management

By: _____
Assistant State's Attorney
Date _____

EXHIBIT A
Cook County's Electric Vehicle Charging Station Program
Scope Of Work

Under this program, the County shall provide the following scope of services:

Install two (2) dual port, level 2 electric vehicle charging station at a location within the Village of Franklin Park agreed upon by both parties to this agreement. Installation will include all engineering, equipment, permits, fees, signage, striping, and other work to install the charging stations. All work done will follow all local, state, and federal requirements for this type of work.

The stations will be turned over to the host in fully operational condition and ready for use. The stations will also come with 5 years of subscription service and 5 years of warranty.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS DETERMINING THE ESTIMATED PROPERTY
TAXES TO BE LEVIED FOR THE 2025 TAX YEAR**

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 DETERMINING THE ESTIMATED PROPERTY
TAXES TO BE LEVIED FOR THE 2025 TAX YEAR**

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 Truth-in-Taxation Law, (*35 ILCS 200/18-55 et seq.*) requires the Village President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") to determine the amounts of money estimated to be necessary to be raised by taxation for that particular year upon the taxable property within 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 Corporate Authorities hereby determine that the estimated aggregate tax levy amount for the 2025 tax year is \$17,236,549.00.

Section 3. The Corporate Authorities hereby determine that a hearing, as contemplated under 35 ILCS 200/18-70, shall not be required as the estimated levy is less than 105% of the amount extended upon the final aggregate levy of the preceding year.

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 November 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 November 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 AUTHORIZING A COLLECTIVE BARGAINING
AGREEMENT BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AND TEAMSTERS LOCAL 700**

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 AUTHORIZING A COLLECTIVE BARGAINING
AGREEMENT BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AND TEAMSTERS, LOCAL 700**

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.

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 recital and legislative finding is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Agreement by and between the Village of Franklin Park, Cook County, Illinois and Teamsters Local, 700, covering the period from May 1, 2025 through April 30, 2029 (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 this Village Board, with such necessary revisions, if any, substantive or otherwise, as determined by the Village Attorney or Utilities Commissioner, and as subsequently authorized by the Village President, said changes being approved by execution and delivery of such Agreement by the Village President.

Section 3. The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Agreement and any and all other documents necessary to implement the provisions, terms, and conditions thereof, as therein described, subject to the prior execution of the Agreement by the authorized members of Teamsters, Local 700.

Section 4. The officials, officers, employees, and attorneys of the Village are hereby

authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. The Village Comptroller and Village Treasurer are hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the Village as contained in the Agreement to complete satisfaction of any provision, term or condition stated therein.

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 or motions, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 8. 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 November 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 November 2025.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A
Agreement

AGREEMENT

VILLAGE OF FRANKLIN PARK

and

TEAMSTERS, LOCAL 700

May 1, 2025 through April 30, 2029

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PREAMBLE

THIS AGREEMENT entered into by the Village of Franklin Park (hereinafter referred to as the "Village" or the "Employer") and Teamsters, Local 700 (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Village recognizes the Union as the exclusive bargaining representative for all full-time and part-time employees of the Village of Franklin Park in the Street Division, Water Division and Fleet Maintenance of the Utility Department in the following titles: Laborer, Level II; Laborer, Level I; Mechanic I; Mechanic II; Truck Driver/Equipment Operator, Level I; Truck Driver/Equipment Operator, Level II; Truck Driver/Equipment Operator, Level III; Truck Driver/Equipment Operator, Level IV; Water Operator Level I; Water Operator Level II. Excluded from the bargaining unit are: Supervisors; part-time student employees; clerical employees; and all other employees excluded by the Illinois Public Labor Relations Act.

Section 2. Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Union membership. The Union further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 3. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be construed to refer to both male and female employees.

ARTICLE II

UNION RIGHTS

Section 1. Dues Check Off. Upon receipt of a lawfully executed written authorization from the Union, the Village shall, during the term of this Agreement or until the Village receives notice that an employee has revoked the authorization in writing in accordance with the terms of the authorization or the employee is no longer employed by the Village in a bargaining unit position represented by the Union, deduct Union dues from the paychecks of each authorizing employee. Said dues shall be deducted from the first paycheck issued to such employee during each month this Agreement is in effect.

The Union shall notify the Human Resource Director or designee electronically of the amount of uniform dues to be deducted, e.g., monthly dues equal to two times an employee's straight-time hourly rate. The Union may change the dues schedule once each year during the term of this Agreement by giving the Village at least thirty (30) days advance written notice of the change. The Village will promptly remit to the Union those dues which are deducted from employee paychecks under this Section upon receipt of an invoice from the Union, and in no case late than thirty (30) days after they are deducted pursuant to 5 ILCS 315/6(f-10) as may be amended from time to time.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deducted, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase

“weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, DC 20001

Send on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made. The employee’s social security number and the amount deducted from the employee’s paycheck. No such authorization shall be recognized of in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

Section 2. Reserved.

Section 3. Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agencies and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the foregoing provisions of this Article, or in reliance on any written check-off authorization, certification or affidavit furnished under any of such provisions and for any damages or costs incurred for claims made by employees regarding alleged improper deductions pursuant to 5 ILCS 315/6(f-20) as may be amended from time to time.

Section 4. Union Access. Not less than two (2) Union representatives, as designated by the Union, shall have access to the premises of the Village in order to help resolve a serious dispute or problem. In order to receive access, the Union representative(s) must provide advance notice to the Utilities Commissioner or his designee and make arrangements not to disrupt the

work of employees on duty. The representative(s) may visit with employees during their work time if such visit does not disturb the work of any employees who may otherwise be working.

ARTICLE III

UNION BULLETIN BOARD

Section 1. Bulletin Board. The Village agrees to provide an area in the Public Works Facility for the Union to post one (1) bulletin board.

Section 2. Size. The bulletin board space at the Public Works Facility shall not be less than three (3) feet by three (3) feet.

Section 3. Use. The Union bulletin board shall be used for posting of Union notices and shall be restricted to the following:

- a) Notice of Union recreational and social activities;
- b) Notice of Union elections and results of such elections;
- c) Notice of Union appointments; and
- d) Notice of Union meetings, committee meetings and reports and minutes of said meetings.

If the Union desires to post any other information or material, the Union shall first submit a copy of same to the Utilities Commissioner for his approval. The Utilities Commissioner shall have the sole discretion to approve or disapprove of said posting.

Section 4. Removal of Posted Material. Any material posted on the Union bulletin board not on file with the Utilities Commissioner shall be removed by any supervisor accompanied by a local Union Steward or representative.

Section 5. Union Responsibility. All costs incident to preparing and posting Union material will be borne by the Union. The Union is responsible for posting and removing approved material on its designated bulletin board and for maintaining such bulletin board in an orderly condition.

ARTICLE IV

MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operation of the Utilities Department and all divisions included in the Department and any other Village Department in which an employee covered under this Agreement is assigned to work;
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
3. To set standards for services and types of services to be offered to the public;
4. To direct employees, including the right to assign work and overtime;
5. To make, alter and enforce rules, regulations, orders and policies;
6. To hire, examine, classify, select, promote, train, transfer, assign, schedule and to determine qualifications for new and existing employees;
7. To establish, increase, combine, reduce, change, modify, or alter the workforce including specific job positions and job classifications, and the right to lay off employees;
8. To add, delete or alter methods of operation, equipment or facilities;
9. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods, services or equipment are to be made, provided or purchased;
10. To contract out for goods, services and equipment;
11. To establish, implement and maintain an effective internal control program;
12. To evaluate performance and productivity and to establish awards or sanctions for various levels of performance;

13. To suspend, demote, discharge and take other disciplinary action or relieve from duty any employee for just cause, except for probationary employees who may be terminated at will;
14. To add, delete or alter policies, procedures, rules and regulations. The Employer recognizes its obligation to bargain over mandatory subjects of bargaining;
15. To determine overall budgets of the Utilities Department and all divisions included in the Utilities Department;
16. To transfer employees from one division to another as necessary in the discretion of management as long as there is no reduction in pay to the transferred employee;
17. It is agreed that all personnel covered by this Agreement will fall under the same departmental standards with no exception and it is further agreed that there will be no favoritism and all work rules will be fair and reasonable; and
18. To take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Village Board of Trustees or by the Utilities Commissioner, which actions may include the suspension of the provisions of this Agreement. If such an emergency is declared, wage rates and monetary benefits shall not be suspended. All provisions of this Agreement shall be promptly reinstated once a civil emergency ceases to exist. If such an emergency is declared, the Village will give such notice to the Union as may be practicable.

All inherent managerial functions, prerogatives, policy making rights and all powers, rights, and authority conferred upon the Employer and vested in it by the laws and Constitution of the State of Illinois, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

ARTICLE V

LABOR MANAGEMENT COMMITTEE

At the request of the Union or the Village, a Labor Management Committee shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Union shall designate up to three bargaining unit employees to attend such meetings, and the Utilities Commissioner or his designee shall designate up to three Village employees to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) days prior to the date of the meeting. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Village. If such a meeting is held during the regular working hours of any Union employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. Application of Article. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle.

Section 2. Regular Work Day. The regular work day for employees shall be eight and one-half (8 ½) hours, which includes a one hour lunch period. Thirty (30) minutes of the lunch hour are paid and thirty (30) minutes of the lunch hour are unpaid. The regular work day also includes two (2) fifteen (15) minute breaks. One of the breaks is in the morning, and one of the breaks is in the afternoon. The times for these breaks are determined in discretion of management.

If an employee is sent home during his or her regular work day due to an anticipated emergency condition, or after 12 consecutive hours of work due to safety concerns, then such employee may, at their option, use their accumulated vacation, personal business leave or comp time to be paid for the remainder of their regular work day hours.

Section 3. Regular Work Schedule. The regular work schedule for employees covered by this Agreement shall be seven (7) days, consisting of five (5) consecutive work days.

Section 4. Overtime Pay. An employee shall be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked in excess of forty (40) hours in the employee's regular seven (7) day work schedule (Sunday through Saturday). All hours Worked on SUNDAY shall be paid at two (2) times the straight-time hourly rate.

Except as otherwise provided in this Article, time worked shall not include any uncompensated periods, nor shall it include any paid leaves of absence. It is agreed, however, that paid leave in the form of vacation, holiday, and compensatory time shall be considered as hours worked for the sole purpose of determining an employee's eligibility for overtime pay under this

section. Paid leave in the form of sick leave, personal leave and funeral leave are not considered as hours worked for the purpose of determining an employee's eligibility for overtime pay under this section.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the employee's immediate non-bargaining unit supervisor.

Section 5. Compensatory Time Off. An employee may elect to accumulate compensatory time off in lieu of overtime compensation pursuant to Section 4 of this Agreement. The amount of compensatory time earned shall be computed on the same basis as overtime pay, i.e., one and one-half (1-1/2) hours of compensatory time shall be granted for each additional hour worked in excess of forty (40) during the employee's regular seven (7) day work schedule (Sunday through Saturday). When an employee earns overtime at the double time hourly rate, the conversion to compensatory time will be two (2) hours for each hour of overtime worked. The amount of compensatory time an employee may accumulate is limited to eighty (80) total hours.

If at the time an employee earns overtime the employee has accumulated less than eighty (80) total hours of overtime on the books, the employee may elect to be paid in cash for the overtime hours or given compensatory time for these hours up to the limit of eighty (80) total hours. Any overtime hours earned subsequent to the employee reaching the limit of eighty (80) total hours of compensatory time will be paid in cash.

Use of all compensatory time must be requested by the employee, in writing, and be approved in advance by the Utilities Commissioner or his designee. Employees may not carry over more than forty (40) total hours of compensatory time from one calendar year to the next. Any earned compensatory time on the books at the end of each calendar year (December 31) that

exceeds forty (40) total hours for any employee shall be paid in cash at the employee's regular hourly rate of pay for said calendar year.

Section 6. Call Out or Call Back Pay. For purposes of this Agreement, the terms "call out" or "call back" are the same and mean the same. A "call out" or "call back" is defined as an employee's assignment of work which does not continuously follow an employee's regularly scheduled work time.

If an employee is still on the clock when he is required to work or the required work hours continuously follow his normal work hours, he will be compensated only for the actual time worked.

If the employee has punched out of work and is called back, he will be compensated for a minimum of two (2) hours pay or pay for the actual time worked, whichever is greater.

Section 7. Computation of Regular Hourly Rate of Pay. For the purpose of determining an employee's regular hourly rate of pay and overtime compensation, the employee's regular hourly rate of pay shall be computed based upon an annual work year of 2,080 hours.

Section 8. Overtime Work Scheduling. The Employer shall have the right to require overtime work, and employees may not refuse overtime assignments. Overtime will first be scheduled on a voluntary basis utilizing a classification based on a seniority call-out list for each division in the department, which shall rotate based on overtime opportunities in each division in the department and secondly, by mandatory requirement.

The Union and Employer acknowledge that qualifications to perform certain functions within each division in the department may be given consideration by the department head or his designee when assigning overtime. The Employer agrees to call the most senior qualified individual first based upon the employee's position in the rotation.

Section 9. No Pyramiding. Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

ARTICLE VII

DISCIPLINE

The Village shall not discipline or discharge any post-probationary employee without just cause. The Village agrees that an employee will be notified of a disciplinary investigation as soon as reasonably practicable. In the event the disciplinary action intended is suspension or discharge, the Village will request a Union representative be present for any meeting between the employee and the Village.

Section 1. Corrective Discipline. The Village agrees with the tenets of progressive and corrective discipline, where appropriate, including written warning, written reprimand, suspension and discharge. Notwithstanding anything in this section, the Village retains its right to discipline consistent with the rights granted in Article IV, Management Rights, herein.

Depending upon staffing needs, any disciplinary action shall be implemented within ninety (90) days of the determination to discipline an employee.

Section 2. Contested Discipline. All contested discipline and discharge of non-probationary bargaining unit members shall be processed through the grievance procedure contained in Article VIII of this Agreement.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement.

Section 2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee’s immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than six (6) days from the date of the first occurrence of the matter giving rise to the grievance or within six (6) days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Utilities Commissioner or his designee within seven (7) days after receipt of the Village’s answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Utilities Commissioner, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Utilities Commissioner, or his designee, shall provide a written answer to the grievant and the Union within seven (7) days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village President or his

designee within seven (7) days after receipt of the Village's answer at Step 2. Thereafter, the Village President or his designee and other appropriate individual(s) as desired by the Village President, shall meet with the grievant and a Union representative within ten (10) days of receipt of the grievant's appeal, if at all possible. If no agreement is reached, the Village President or designee shall submit a written answer to the grievant and Union within ten (10) days following the meeting.

Step 3 will be the final and binding step in the grievance process for all discipline in the form of oral reprimands and written reprimands. Arbitration will not be permitted for discipline in the form of an oral or written reprimand.

Section 3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) days of receipt of the Village's written answer as provided to the Union at Step 3:

- (a) The parties shall attempt to agree upon an arbitrator within ten (10) days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 5. Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within fifteen (15) calendar days after the first occurrence of the event giving rise to the grievance or within fifteen (15) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it may be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an

appeal thereof within the specified time limits, the aggrieved employee shall treat the grievance as denied at the step and if the grievant wishes to appeal the grievance to the next step it must do so within the specified time limits from the last day on which such answer was due. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

ARTICLE IX

NO STRIKE – NO LOCKOUT

Section 1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted refusal to perform overtime, mass or concerted absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village, during the term of this Agreement. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village.

Section 2. No Lockout. The Village will not lockout any employees during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

Section 3. Penalty. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from seeking judicial restraint and damages in the event the other party violates this Article.

ARTICLE X

SENIORITY AND PROBATIONARY PERIOD

Section 1. Definition. Seniority shall, for purposes of this Agreement, be defined as an employee's length of continuous full-time service with the Village. Employer and Union agree the seniority list attached as Appendix A is the current seniority list for all purposes in accordance with this Agreement.

Section 2. Hire Date. Employees with the same date of hire shall be placed on the seniority list in alphabetical order based upon the first initial in the employee's last name. An employee whose first initial in their last name precedes the first initial in the last name of another employee who was hired on the same date will be considered the employee with greater seniority in those circumstances when seniority is being considered. The seniority of employees hired on the same date whose first initial begins with the same letter will be determined by a coin toss conducted in the presence of those employees by the Utilities Commissioner.

Section 3. Probationary Period. There shall be a probationary period of three hundred and sixty-five days (365) days for all new employees which can be extended by mutual agreement by the Employer and the Union. The Village may suspend or discharge a probationary employee without cause and such action shall be final, and the employee shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge. Seniority shall be retroactive to the first day of employment.

Section 4. Posting List. The Employer shall maintain and post a current seniority roster noting date of hire and classification. The Union shall be provided with a copy of the seniority roster on January 15th of each new calendar year. The Village will not be responsible for any errors in the seniority roster unless such errors are brought to the attention of the Village, in writing, within thirty (30) calendar days after the Union's receipt of the roster.

Section 5. Termination of Employment. Employees shall retain their place on the seniority list until any of the following conditions occur, at which time an employee's name will be stricken from the seniority list:

- (a) Voluntary termination by the employee;
- (b) Death of the employee;
- (c) Retirement of the employee;
- (d) Termination of the employee by the Employer;
- (e) Layoff of the employee for a period of twelve (12) months;
- (f) Failure of the employee to return to work after a layoff within ten (10) calendar days after the Employer serves notice by regular and certified mail and/or personal service to said employee. Refusal to accept and/or inability to deliver certified mail or to effectuate personal service shall not constitute a valid defense to the Employer's termination of the employee pursuant to this provision. Such notice shall be at the employee's last known address. It is the responsibility of the employee to keep a current address on file;
- (g) If the employee has been off work continuously for any reason for a period of one hundred eighty (180) days or for a total of three hundred and sixty-five (365) days during any three (3) year period when the reason for being away from work is based upon the same event. The provisions of this subsection (g) will not apply to an employee who has been off work for service in the military.

Section 6. Retention of Seniority. Any bargaining unit employee who heretofore and in the future, during the term of this Agreement, elects to accept a promotion out of the bargaining unit to a management/supervisory position shall retain the right to return to the bargaining unit with all seniority rights, including seniority accrued while serving in a management/supervisory position.

At the time the employee accepts the promotion to a management position, the Village will pay to the employee a dollar amount equal to the employee's hourly pay rate of compensation immediately prior to the promotion to management multiplied by the number of compensatory time hours the employee has accumulated. No such employee shall be entitled to any compensatory time benefits earned while working as a salaried, management employee. The right to return to the Union, as stated herein, shall terminate in the event the management employee is terminated for cause.

ARTICLE XI

LAYOFF AND RECALL

Section 1. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees with the least amount of seniority within each classification in each division in the department shall be laid off first, providing that qualifications, skill and ability of the remaining employees is equal to that of employees to be laid off. The Employer reserves the right to layoff within any single division.

An employee who is subject to being laid off pursuant to the procedure set forth above may bump the least senior employee in a lower rated classification in the division provided the bumping employee is then qualified to perform the duties of the lower rated classification. Employees displaced through the exercise of a bump by a more senior employee shall have bumping rights consistent with the provisions of this section. Employees who exercise the right to bump shall be paid the rate of the classification to which they are bumping.

Section 2. Recall. Any full-time employee who has been laid off for a period of twelve (12) months shall not be entitled to reinstatement. The position of the employee shall be determined to be vacated after twelve (12) months of layoff. If a position becomes vacant, the decision as to whether to fill such position shall be in the sole discretion of the Employer.

The laid off employees shall be placed on the appropriate reinstatement list for twelve (12) months and shall be recalled by classification in reverse order of their layoff as set forth in Section 1, above, prior to any new employee being hired in that classification.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail or personal service with a copy to the Union. The employee must notify the department head or his designee of his intention to return to work within three (3) business days after receiving notice of the recall. If

any employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond. Failure of the employee to return to work after notifying the department head or his designee of the employee's intention to return to work shall result in termination of that employee's recall rights. Refusal to accept and/or inability to deliver certified or registered mail or to effectuate personal service shall not constitute a valid defense to the Employer's termination of the employee pursuant to this provision. Such notice shall be at the employee's last known address. It is the responsibility of the employee to keep a current address on file.

ARTICLE XII

LEAVES OF ABSENCE

Section 1. Personal Business Days. Full-time employees on the active payroll shall earn two (2) personal business days annually as follows: one day to be earned on January 1st of each year and one day to be earned on May 1st of each year. Employees hired after January 1st will earn personal business days on a prorated basis by dividing 16 hours by 12. The quotient will be multiplied by the number of months remaining in the year the employee was hired to determine the amount of personal business leave for an employee hired after January 1st. Personal business days earned under this Section must be taken during the same calendar year during which they are earned. Unused personal business days may not be carried over into a subsequent calendar year. Personal business days may only be used in increments of two (2) hours or more, unless otherwise authorized by the Utilities Commissioner or his designee. No employee may utilize any personal business leave without the prior approval of the Utilities Commissioner or his designee.

Section 2. Funeral Leave. In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) consecutive work days as paid funeral leave if the employee attends the funeral. For purposes of this Section, an employee's immediate family shall include an employee's current spouse, child (includes step or adopted), grandchild, parent, step-parent, sister, brother, mother-in-law, father-in-law or grandparent. Leave beyond such three (3) days may, upon approval of the Utilities Commissioner or his designee, be taken if charged to an employee's accumulated personal days, vacation or compensatory time.

An employee shall provide satisfactory evidence of the death of a member of the immediate family if so requested by the Village.

Section 3. Jury Leave. Any employee who is summoned to serve on a jury or grand jury shall be excused from work without loss of regular straight-time pay for the days or portions

thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror. The employee shall remit any witness fees or jury service fees to the Village in order to receive pay for such jury service. An employee may retain, however, any jury duty funds specifically designated as reimbursement for travel expenses.

Section 4. Sick Leave. Paid sick leave is earned at the rate of 6.66 hours for each completed month the employee is on the active payroll. Employees receiving workers' compensation benefits for a compensable injury may continue to accrue sick leave for a period not to exceed six (6) months. Paid sick leave may only be used for personal illness or illness in an employee's immediate family which necessitates the absence of the employee from work. For purposes of this Section, an employee's immediate family shall only include the employee's spouse, child, or parent. To be considered eligible for paid sick leave under this Section, an employee must notify or cause the notification of his/her supervisor by telephone or messenger at least one (1) hour prior to his/her starting time. If an employee fails to provide such notice, then his absence shall be considered an absence without pay and may subject the employee to discipline, as well. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the Village.

An employee shall not be paid for the first day of each sick leave occurrence beginning with the sixth such occurrence in a fiscal year, unless: a) the Utilities Commissioner, in his discretion, waives this requirement in a particular instance; or b) the employee presents an acceptable note from a medical doctor indicating that the doctor examined the employee on the first day of his or her sick leave occurrence and determined that the employee was medically unfit to work on such date or, in the event the employee used sick leave for illness in immediate family,

that the employee's immediate family member was ill on said date. Sick employees are expected to remain at home unless hospitalized or visiting a doctor. Unfortunately, sick leave abuse sometimes occurs. The Village and the Union agree that sick leave abuse is a very serious offense which constitutes cause for disciplinary action. Sick leave abuse is defined as six (6) separate occurrences of sick time use within a floating twelve (12) month period. A uniform twelve (12) month period shall begin on every day of the calendar year for all employees in the bargaining unit. Sick leave abuse will result in progressive disciplinary action, as follows:

- 1) For six (6) separate occurrences within a twelve (12) month floating period, the employee will be suspended one (1) day without pay.
- 2) For seven (7) separate occurrences within a twelve (12) month floating period, the employee will be suspended for two (2) days.
- 3) For eight (8) separate occurrences within a twelve (12) month floating period, the employee will be suspended for three (3) days.
- 4) For nine (9) separate occurrences within a twelve (12) month floating period, the employee will be suspended for four (4) days.
- 5) For ten (10) separate occurrences within a twelve (12) month floating period, the employee will be terminated.

Sick leave shall be used in no less an increment than (.5) one half hour, unless otherwise authorized by the Utilities Commissioner or his designee.

As a condition to eligibility for paid sick leave under this Section, the Village may require, at its discretion, any employee to submit a physician's certification of illness when the employee has been off sick for three (3) consecutive work days; has had repeated illnesses of shorter periods; calls in sick for one day; calls in sick on the day of, before or after a holiday or vacation; or in such

other circumstances as may be deemed appropriate by the Utilities Commissioner or the Human Resources Director. The Village also reserves the right, at its discretion, to require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor designated by the Village, at the Village's expense.

Except as otherwise noted herein, regular sick leave may be accumulated up to a total of not more than one hundred thirty (130) work days per employee.

Section 5. Non-Work Related Injury, Disability or Illness. When a non-probationary employee suffers a non-work related injury, disability or illness, and exhausts all of his or her accrued benefit time (including sick leave, vacation, compensatory time and personal business days), the employee may apply to the Utilities Commissioner for a temporary unpaid disability leave. Approval or disapproval of such a request shall be at the Village's sole discretion. The Village retains the sole right to determine the duration, terms and conditions of any such temporary unpaid disability leave. If an employee is not granted a temporary unpaid disability leave under this Section following the employee's exhaustion of all such accrued leave benefits, then the employment relationship between the Village and the employee may be terminated for all purposes, and the employee shall not have any recall rights. If the Village approves a temporary unpaid disability leave, then while on such a leave an employee may be afforded the opportunity to continue their coverage under any existing group health, dental and/or life insurance programs then in effect, subject to the specific provisions of the applicable insurance programs or plans.

If an employee is deemed by the Village to be permanently disabled and/or unable to perform the duties of his or her regular position as the result of an off-the-job injury, disability or illness, then the employee shall be terminated effective as of the date of such decision by the

Utilities Commissioner. Under such circumstances, any unused accrued vacation or personal days will be paid to the employee upon his or her termination.

No employee who is on a temporary disability leave shall be eligible to earn any benefits during the period of the leave, including but not limited to, sick leave, vacation, compensatory time, personal business and/or holidays.

Section 6. Accumulation of Sick leave. Employees will be permitted to accumulate unused sick leave up to a total of 130 days. Upon retirement or termination, an employee will be paid up to twenty-five percent (25%) of the monetary value of the accrued sick leave. The calculation of the monetary value of the accrued sick leave will be made by multiplying the employee's regular, straight time hourly rate of pay on the last day of actual work for the Village by twenty-five percent (25%) of the total number of hours of sick leave, not to exceed 1,040 hours, the employee has accrued at the time of his retirement or termination.

ARTICLE XIII

VACATIONS

Section 1. Vacation Leave. An employee shall be eligible for paid vacation time after the completion of his or her probationary period with the Village. Eligible employees shall accrue vacation leave on a prorated basis each payroll period based upon the following schedule:

<u>Years of Continuous Service</u>	<u>Annual Vacation Leave</u>
After completion of 1 year through and including completion of 4th Year	80 hours
Upon beginning 5 th Year through and including completion of 9th Year	120 hours
Upon beginning 10 th year or more of service	160 hours

Section 2. Vacation Eligibility. In order to be eligible to earn vacation leave during a given payroll period, the employee must be on the active payroll and must actually work at least one-half (1/2) of his regularly scheduled hours in such payroll period. If an employee remains on the active payroll but is receiving worker's compensation for a compensable injury, then such employee may continue to accrue paid vacation leave for a period not to exceed six (6) months from the date of the employee's injury. If an employee remains in any type of unpaid pay status (excluding leave pursuant to the Family and Medical Leave Act) for five (5) or more consecutive work days, then such employee shall not be eligible to earn any further vacation leave so long as he or she remains in any type of unpaid pay status.

Section 3. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the pay day immediately preceding the employee's vacation.

Section 4. Vacation Scheduling. Vacations must be selected by March 1st of each calendar year. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made on the basis of an employee's length of continuous service. In the months of December, January and February, only one (1) employee may be on vacation at any time. In all other months, two (2) employees may be on vacation at a time. However, it is expressly understood that the final right to designate all vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Village Utilities Commissioner in order to ensure the orderly performance of services provided by the Village.

Section 5. Carry-over of Vacation Time. Up to forty (40) hours of vacation time will be allowed to carry over into the following year provided such vacation time is used within the first three (3) months of the following year. No other vacation time will carry over into the following year. If an employee is directed by the Utilities Commissioner to give up any vacation time, the employee will be compensated at the employee's then existing straight time hourly rate of pay for all hours of vacation time the employee is directed to give up.

Section 6. Pay Upon Termination. Employees shall receive compensation for all earned, unused vacation as of the employee's date of termination. An employee terminated for criminal misconduct involving the Village or dishonesty involving the Village will not be compensated for unused vacation time.

ARTICLE XIV

HOLIDAYS

Section 1. Designation of Holidays. The following days shall be considered paid holidays during the term of this Agreement:

New Year's Day (January 1st)
Martin Luther King Day
Presidents Day (Third Monday in February)
Good Friday
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Columbus Day
Veterans Day
Thanksgiving Day (Fourth Thursday in November)
Friday After Thanksgiving
Christmas Eve Day (December 24th)
Christmas Day (December 25th)

If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Saturday, the previous Friday shall be observed as the holiday.

Section 2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his full scheduled working day immediately preceding and immediately following the holiday. Employees who are suspended, who are on disability leave (excluding leave pursuant to the Family and Medical Leave Act), who are on pension, or any other inactive payroll status shall not be eligible for holiday pay.

Section 3. Pay for Holiday Work. If the Village requires an employee to work on a recognized holiday, then said employee shall be paid two (2) times his regular straight-time hourly rate of pay for all hours worked on said holiday. Recognized holidays are those designated in Section 1 of this Article.

ARTICLE XV

WAGES

Section 1. Wage Adjustments. The hourly rate for each eligible bargaining unit employee as adjusted shall be those set forth in the Wage Schedule attached as Appendix B (Sweeper I position consolidated to Truck Driver/Equipment Operator, Level I.)

For the fiscal year May 1, 2025, to April 30, 2026, the hourly wage rates will be increased by four percent (4%) over the adjusted hourly rates, as shown on Appendix B.

For the fiscal year May 1, 2026, to April 30, 2027, the hourly wage rates will be increased by four percent (4%) over those in effect on April 30, 2026, as shown on Appendix B.

For the fiscal year May 1, 2027, to April 30, 2028, the hourly wage rates will be increased by four percent (4%) over those in effect on April 30, 2027, as shown on Appendix B.

For the fiscal year May 1, 2028, to April 30, 2029, the hourly wage rates will be increased by four percent (4%) over those in effect on April 30, 2028, as shown on Appendix B.

Section 2. New Hires. The Village retains the sole right to determine the starting job classification for any employee hired after the date this Agreement becomes effective.

Section 3. Water Equipment Operators and Mechanics.

a) Only employees holding the position of Water Equipment Operator II at the time of ratification of this contract (2025-2029) shall be paid an annual stipend of \$2,200.00 at the first payroll of each fiscal year until such time as they are promoted to Water Equipment Operator I. Water Equipment Operator II shall be promoted to Water Equipment Operator I on the ninth anniversary of being a certified Water Equipment Operator II with the Village of Franklin Park.

b) Mechanic II shall be paid an incentive of \$0.50/hour added to their hourly rate of pay for each ASE certification earned. Time to test or to attend related training for an ASE certification shall be permitted to be done during working hours. Costs associated with testing and training shall

be paid by the employee but shall be subject to reimbursement pursuant to the Village' tuition reimbursement policy. Any employee who leaves employment with the Village within three (3) years after having received reimbursement for ASE testing or training shall make repayment to the Village for the total amount reimbursed, except in the instance of employee retirement. Incentives for ASE certifications shall be capped at eight (8), at which point a Mechanic II shall be promoted to Mechanic I.

Section 4. The duties and essential functions of each classification that are currently in effect shall be the duties and essential functions for each classification. The Village, in its discretion, may change the description of the duties and essential functions to more accurately reflect the duties and essential functions of each classification of the employees.

Section 5. Longevity Pay. Employees who have completed the below referenced number of years of bargaining unit service shall receive a noncumulative bump in hourly pay to reflect their commitment to the Village of Franklin Park:

15 Years - \$0.50/hour

20 Years - \$0.75/hour

25 Years - \$1.00/hour

ARTICLE XVI

INSURANCE

Section 1. Provision for Personnel in Active Service. Employer will pay eighty percent (80%) of the premium charged for health insurance for each employee who has successfully completed thirty (30) calendar days of employment. It will further pay eighty percent (80%) of the premium charged for health insurance for each eligible employee's eligible dependents. Employees will contribute twenty percent (20%) of the premium charged for insurance for the employee and twenty percent (20%) of the premium charged for each eligible employee's eligible dependents. The Employer premium contribution of eighty percent (80%) and the employee premium contribution of twenty percent (20%) will apply to the PPO insurance plan and the HMO insurance plan. Employee contributions are deducted "per pay period" from 24 of the 26 paychecks each year.

It is understood and agreed that the Employer may substitute alternative insurance plans during the term of the Agreement, or may change insurance carriers from time to time, provided such amendment or change does not increase the deductible limit borne by the employee, nor substantially reduce coverage below the benefits in the PPO and HMO insurance plans currently in effect on July 1, 2021.

Section 2. Cost Containment. The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially equivalent to the PPO and HMO insurance plans in effect on July 1, 2021. Such measures may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 3. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee, and nothing in this Section 3 shall relieve the Village of its obligation to provide coverages as specified in this Article.

Section 4. IRC Section 125 Plan. The Village will maintain the IRC Section 125 Plan whereby employees are able to pay for their share of health and hospitalization insurance premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 5. Insurance Benefits During Unpaid Leave or Layoff. During an approved unpaid leave of absence or layoff under this Agreement, an employee shall be entitled to coverage under applicable group medical and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village, except as provided for under the Family & Medical Leave Act.

Section 6. Health Savings Accounts ("HSA's"). Commencing July 1, 2014, the Village shall offer a high deductible plan ("HDP") of health insurance, with deductibles of \$2,000.00 per year per person and \$4,000.00 per year per family, and maximum out-of-pocket expense limitations of \$5,000.00 per individual and \$10,000.00 per family. Employees who opt for the HDP shall be required to remain in the HDP for a minimum of 3 insurance years, and to establish a Health Savings Account ("HSA"). For each employee enrolled in the HDP, the Village shall be required to make the following contributions to such employee's HSA: (a) during the first insurance year of such employee's participation, the Village shall contribute 80% of the difference between the Village's portion of the premium for the PPO plan and the HDP; (b) during the second and all subsequent years (whether consecutive or interrupted) of such employee's participation, the Village shall contribute 80% of the difference between the Village's portion of the premium for the PPO plan and the HDP. The Village's contribution to the HSA on behalf of new hires shall be provided on a monthly basis. Employees who enroll in the HDP shall be required to contribute 100% of the difference between the employee's portion of the premium for the PPO plan and the HDP, to their HSA for each year that the employee participates in the HDP. Employees who enroll in the HDP may not opt out of such HDP for three (3) consecutive insurance years.

Section 7. Dental Insurance. The Village shall offer an optional dental insurance plan with a \$1,500.00 maximum benefit, with the employee being required to pay 20% of the dental insurance premium for such plan. This shall be the only dental insurance plan made available to bargaining unit members.

Section 8. Insurance Opt-Out. Any employee who does not want to be covered by a Village health insurance plan may decline the coverage and will be paid a maximum annual lump sum payment of \$1,500.00.

For purposes of this section, the "Opt Out Year" shall be defined as July 1st through June 30th of each calendar year. Such lump sum shall be paid within thirty (30) days following the completion of an Opt Out Year. The Opt Out option will be offered only during the open enrollment period.

Because having health insurance is vitally important, no employee will be allowed to decline coverage unless they can show proof of coverage under another health insurance policy and sign a Waiver of Health Insurance form.

Section 9. Life Insurance. The Village will provide, through a Group Term Life Insurance Policy, term life insurance for each employee. The amount of the death benefit in the term life insurance policy will be equal to the employee's annual salary based upon the employee's regular, straight time hourly rate of pay multiplied by 2,080 hours. The Village, in its discretion, may change the insurance company providing the term life insurance policy or the manner in which the Village otherwise chooses to provide for the death benefit.

Section 10. Short Term Disability. The Village will provide for short term disability payments to employees who are unable to work because of a non-duty related illness or injury. The payments shall be 66 2/3% of the employee's regular, straight time rate of pay. Pregnancy will be treated as any other non-duty disability. The short term disability benefits shall be provided for a maximum of twenty-six (26) weeks, with a waiting period of fourteen (14) days for each illness or injury. The Village may, in its discretion, provide for short term disability payments through a policy of group insurance provided by an insurance company selected by the Village or in a manner which the Village otherwise chooses to provide these payments. In order to receive short term disability pay, the employee must comply with all requirements of the short term disability insurance plan in order to qualify for the short term disability pay.

Section 11. Long Term Disability. The Village presently provides for long term disability insurance. The Village may, in its discretion, provide for long term disability payments through a policy of group insurance company selected by the Village or in a manner which the Village otherwise chooses to provide these payments. The length of time long term disability payments are provided by the Village, the percentage amount of such long term disability payments to employees, and the Village's responsibility for making these payments or providing insurance for long term disability payments is limited to the terms of the long term disability policy of insurance currently in effect as of July 1, 2017. In order to receive long term disability pay, the employee must comply with all requirements of the long term disability insurance plan in order to qualify for the long term disability pay.

Section 12. Mandatory Compliance with the Affordable Care Act. The Village and Union agree that the Village may amend or revise the health insurance plans offered to employees in order to make the health insurance plans comply with any mandatory requirements of the Affordable Care Act. The Village will notify the Union of any necessary amendments or revisions, and the parties will meet to negotiate implementation of the amendments or revisions within ten (10) days of the date of notice by the Village to the Union of the need to make amendments or revisions.

ARTICLE XVII

UNIFORMS AND EQUIPMENT

Section 1. Uniforms. If an employee is required to wear a uniform, then the Village will provide such uniform to the employee upon initial hire. Thereafter, the Village shall provide replacement uniforms and equipment to the employee, as determined necessary by the Utilities Commissioner or designee in June of each calendar year. Except as otherwise provided herein, an employee shall be responsible for the care and cleaning of any uniforms and equipment provided by the Village.

Section 2. The need for a uniform, and the definition of a uniform, shall be determined exclusively by the Utilities Commissioner or designee. All uniforms or equipment purchased by the Village shall remain the property of the Village. Any or all employees who fail to report to work in a presentable manner or in accordance with uniform standards set by the Utilities Commissioner may be sent home without pay for the day, and shall be subject to additional discipline for repeat offenses.

If an employee has a fitting problem with his or her uniform or personal protective equipment (PPE), he shall inform the Village of that fact. To the extent practicable, the Village will attempt to provide a suitable fitting uniform or PPE for such employee, through alterations or contacting alternate vendors or other means.

Section 3. Safety Shoe Program. The Village reserves the right to require any or all employees to wear safety shoes during working hours, including call out situations. If the Village requires any employee to wear safety shoes, the Village will provide and pay for the safety shoes. Employees are required to maintain their safety shoes in a reasonable fashion.

The Village will replace safety shoes purchased under this Section during a fiscal year if they are damaged in the line of duty. This determination shall be made exclusively by the Utilities Commissioner.

Section 4. Prescription Safety Glasses. The Village will provide safety glasses and the personal protection equipment listed in Appendix C. Such safety glasses and personal protection equipment must then be worn at all times during work hours by the employee.

The Village will replace or repair the safety glasses and personal protection equipment, as necessary, if damaged in the line of duty. This determination shall be made exclusively by the Utilities Commissioner.

ARTICLE XVIII

RESIDENCY

Employees hired on or after May 1, 2014, must establish and maintain a bona fide residence within the Village of Franklin Park or within Leyden Township. The employee must establish their bona fide residence within their probationary period. The employee shall be responsible for providing, in writing, to the Utilities Commissioner, a current phone number and current address. Failure to abide by this provision is grounds for immediate termination of employment.

ARTICLE XIX

MISCELLANEOUS

Section 1. Effects of Layoff. During the term of this Agreement, if the Village exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time he is laid off by paying, in advance, the full applicable monthly premium for his or her individual insurance coverage. If an employee opts to maintain his or her medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan.

Section 2. Attendance at Conferences. If an employee receives advance approval from the Utilities Commissioner to attend a conference, seminar, technical meeting and/or training program, then the employee may be paid by the Village for time spent at such a meeting, but only at the employee's straight-time hourly rate for hours the employee would otherwise have worked in his or her regular work schedule.

Section 3. Physical Examination. If, at any time, there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence of five (5) or more days, the Village may require, at its expense, that the employee have a physical and/or psychological examination by a qualified and licensed physician or other medical expert designated by a physician selected by the Village. The Utilities Commissioner or Director of Human Resources may subsequently require an employee to conform to the recommendations of the physician or the physician's designee as a condition of continued employment. If a physician (or his designee) selected by the Village shall determine that an employee is unfit to perform the duties of his or her position, the Utilities Commissioner or Director of Human Resources may, at

his discretion, place the employee on a temporary unpaid disability leave or terminate the employee.

Section 4. Light Duty. The Village may require an employee who is on a paid or unpaid leave of absence, or receiving workers' compensation benefits, to return to work in an available light duty assignment that the employee is qualified to perform, provided that the Village's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within four (4) months. The terms and conditions of the light duty assignment, including wages and hours, shall be determined exclusively by the Utilities Commissioner or Director of Human Resources or his or her designee. It is agreed that a light duty assignment need not necessarily be confined to the Village Utilities Department. Generally, a light duty assignment under this Section shall not exceed one hundred twenty (120) days. The Village reserves the right to terminate any light duty assignment at an earlier time if the Village's physician determines that an employee is capable of returning to his or her normal job duties.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within one hundred twenty (120) days, the Village retains the right to terminate the employee's light duty assignment.

Nothing herein shall be construed to require the Village to create a light duty assignment for an employee. Employees will only be assigned light duty assignments when the Village determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the Illinois Municipal Retirement Fund in dealing with an employee on a disability pension.

Section 5. Job Posting. If there is a permanent vacancy in a bargaining unit position which the Village decides to fill, then a notice of such vacancy will be posted on a bulletin board in the Public Works Department for five (5) calendar days. During the posting period, the Village may temporarily fill the position. Any employee interested in applying for the vacancy must file a statement of interest in the vacant position with the Utilities Commissioner not later than the fifth calendar day on which the notice is posted. Even though a job opening has been posted, the Village retains the final right to determine whether or not the opening should be filled, and by whom, regardless of whether the individual is a member of the bargaining unit.

Section 6. CDL(A) Requirement. All bargaining unit employees are required to possess a valid commercial CDL(A) Interstate driver's license and IDOT Medical Card no later than ninety (90) days after the effective date of this Agreement, and shall continually maintain such without interruption as a term or condition of continued employment, except that employees shall not be required to maintain an IDOT Medical Card after their 20 year anniversary with the Utility Department. Following the effective date of this Agreement, the Village will reimburse an employee for the fee paid to the State of Illinois Secretary of State for obtaining or renewing their CDL(A) Interstate driver's license and IDOT Medical Card.

If for any reason such CDL(A) Interstate driver's license and IDOT Medical Card is held invalid, suspended, cancelled or changed in status, the employee shall immediately notify the Utilities Commissioner in writing not more than three (3) days after the date the CDL(A) Interstate driver's license and IDOT Medical Card is held invalid, suspended, cancelled or changed in status. Failure to notify the Utilities Commissioner of such shall be immediate grounds for termination and such action shall be final, and the employee shall have no recourse under the grievance procedure or otherwise to contest such discharge. Any employee, whose CDL(A)

Interstate driver's license and IDOT Medical Card is held invalid, suspended, cancelled or changed in status for any reason and who has provided written notice to the Utilities Commissioner, as herein required, shall be granted not more than thirty (30) days of unpaid leave to rectify. Failure to rectify for whatever reason thirty (30) days after the CDL(A) Interstate driver's license and IDOT Medical Card is held invalid, suspended, cancelled or changed in status shall be subject to immediate termination, and such action shall be final, and the employee shall have no recourse under the grievance procedure or otherwise to contest such discharge. At any time and for whatever reason, the Utilities Commissioner may request that an employee provide a driver's license abstract that must document the validity of their CDL(A) Interstate driver's license and IDOT Medical Card and said employee shall provide such no later than two (2) days thereafter. Failure to provide such shall be immediate grounds for termination and such action shall be final, and the employee shall have no recourse under the grievance procedure or otherwise to contest such discharge.

Section 7. Personnel Files. The Village agrees to abide by the lawful requirements of the "Personnel Records Review Act," 820 ILCS 40/1 – 40/13 as amended. Any alleged violation of this Section shall not be subject to arbitration under Article VII of this Agreement.

ARTICLE XX

DRUG AND ALCOHOL TESTING

The parties desire to provide a safe working environment, to protect and preserve the rights of the employees, and to safeguard the Village and its employees from liability. Therefore, the parties agree to the following to ensure an employee's fitness for duty as a condition of employment and to ensure drug/alcohol tests are conducted based on a reasonable, objective basis and according to established procedure.

I. SELECTION OF TESTING LOCATIONS

The Village will have the exclusive right to select the identity and location of all sites and laboratories used in any and all testing including alternate testing requested by an employee for drug related conduct and alcohol related conduct required to be performed pursuant to this Article.

II. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not operate a Franklin Park motor vehicle or perform a related safety-sensitive function if s/he has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating a motor vehicle.
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

An employee shall not perform a safety-sensitive function if s/he has engaged in any of the following activities:

1. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it not will interfere with the employee's ability to perform his job safely:
 - a. Marijuana (THC metabolite)
 - b. Cocaine
 - c. Opiates (morphine and codeine)
 - d. Phencyclidine (PCP)
 - e. Amphetamines
2. Being in possession of any unauthorized controlled substance.
3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a motor vehicle for the Employer must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.
2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

III. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in a Employer vehicle, and:
 - a. The accident involved the loss of life; or
 - b. The employee was issued a citation for a moving traffic violation arising from an accident that included:
 - (1) Injury requiring medical treatment away from the scene; or
 - (2) One or more vehicles having to be towed from the scene.
2. Post-Accident Alcohol Testing
 - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.

- b. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
 - c. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.
 - d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.
- 3. Post-Accident Drug Testing
 - a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.
 - b. If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

- 1. Restricted Period
 - a. Bargaining unit employees required to have a Commercial Driver's License CDL(A) Interstate driver's license and IDOT Medical Card and all other employees are subject to unannounced random drug testing during all periods on duty, and the drivers are subject to unannounced random alcohol testing while he is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
 - b. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.
- 2. Frequency
 - a. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

- b. The Employer shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.
- 3. Selection
 - a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee has an equal chance of being selected.
 - b. Should disputes arise regarding the random selection process, the Human Resources Director or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 700 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

Conducted when a supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

- 1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
- 2. The Department Head or a second department supervisor who is reasonably available must confirm the reasonable suspicion determination;
- 3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.
- 4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.

D. Return to Duty Testing

- 1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.

2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

E. Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL(A) Interstate driver's license and IDOT Medical Card.
2. If the Substance Abuse Professional determines that follow-up testing is not longer necessary, it may be terminated after the first six (6) follow-up tests.
3. Substance Abuse Professional
The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

IV. TESTING PROCEDURES

A. Drug Testing Procedures

1. Collection Site
 - a. Once a drug test is announced, an employee shall go directly to the collection site.
 - b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.
 - c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
 - d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
 - e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
 - f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and an Employer official concurs, an observed specimen may be collected.
2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the Employer as the person responsible for receiving laboratory results generated by the Employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDL(A) Interstate driver's license and IDOT Medical Card.
- c. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.
- d. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Employer and the employee.

b. Positive Test Results

- 1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.
- 2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.
 - a) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
 - b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the

Employer that the driver should be removed from service.

- 3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.
- c. Waived or Positive Confirmation Test
 - 1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
 - 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.
- d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.

- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
 - 1) The employee shall be placed out of service until this determination is made.
 - 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
 - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
 - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
 - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
 - 4) Once testing is complete, the BAT shall show the results to the employee.
- d. Screening Test
 - 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
 - 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
 - b. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
 - c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.
3. Inability to Provide an Adequate Amount of Breath
- a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
 - b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
 - c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
 - d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
 - e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
 - f. The Employer shall pay any medical fees assessed for the examination.

V. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

- 1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.
- 2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and

- c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a negative result.

D. Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

E. Refusal to Test

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

VI. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

B. Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VII. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

1. Before Testing
 - a. Any bargaining unit employee who voluntarily refers himself or herself to the Village's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline. However, this provision shall not preclude discipline for other conduct related or unrelated to any such alcohol or drug abuse.
 - b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
 - c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.
 - d. The employee will be subject to discipline for the alcohol or drug abuse if the employee fails to fulfill obligations under the EAP.
2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline.
3. The Village will have no obligation to pay for treatment for alcohol or drug abuse but the employee may be eligible to receive services provided by the Village's medical insurance plan in which the employee is enrolled.

B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g. sick, vacation, personal, and compensatory time) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

After an employee exhausts paid time off, upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for a period up to a total of sixty (60) days to complete primary treatment of the employee's drug and/or alcohol problem.

ARTICLE XXI

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet within ten (10) days of such notification and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable. The inability to reach an agreement for substitute provisions will not be considered a violation of this Collective Bargaining Agreement or an unfair labor practice.

ARTICLE XXII

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term as to the wages, hours and any conditions of employment covered by the provisions of the Agreement.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village is considering changing during the term of this Agreement.

ARTICLE XXIII

DURATION AND TERMINATION OF AGREEMENT

Section 1. Termination in 2029. This Agreement shall be effective as of 12:01 a.m. on the date of execution by both parties and shall remain in full force and effect until 11:59 p.m. on April 30, 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

In the event either party decides to terminate this Agreement, written notice must be given to the other party no less than ten (10) calendar days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

In Witness Whereof the parties have hereunto set their hands and seals this ____ day of
November 2025.

VILLAGE OF FRANKLIN PARK

TEAMSTERS LOCAL UNION NO. 700

By: _____
Village President

By: _____
President

Attest:

Village Clerk

By: _____
Secretary-Treasurer

APPENDIX A

PUBLIC WORKS SENIORITY LIST

Employee	Date of Hire
Bill Moroney	7/1/2003
Anthony Kotsiris	1/4/2004
Claudio Traversa	9/2/2008
Vito Ventrella	5/29/2012
Don Mueller	6/18/2012
Luis Hernandez	8/15/2013
John Novielli	2/2/2015
Sead Dogic	4/6/2015
Nasser Rafidia	8/18/2015
Ryan Sarno	11/2/2015
Raul Molina	12/14/2015
Alejandro Argueta	8/21/2019
Suad Dogic	10/28/2019
Hector Monarrez	12/30/2019
Humberto Chaidez	2/10/2020
Troy Conner	5/17/2021
David Niemi	6/14/2021
Chris Tokarz	12/27/2022
Angel Rivera	4/24/2023
Eduardo Velazquez	6/28/2023
Oscar Pereda	7/26/2023
Ricardo Fernandez	8/28/2023
Oscar Perez	12/5/2023
Danny Determann	1/16/2024
Kevin Pamintuan	4/1/2024
Jose Oliva	4/8/2024
Steven Fiumefreddo	4/9/2024
Dan Gomez	12/9/2024
Ruben Gallegos	12/30/2024

Street - 15 employees
Water - 12 employees
Fleet - 2 employees

APPENDIX B

Position	Current Rate	Adjusted Rate	5/1/2025-4/30/2026 4%	5/1/2026-4/30/2027 4%	5/1/2027-4/30/2028 4%	5/1/2028-4/30/2029 4%
Laborers						
Laborer (< 1 yr)	\$22.65	\$24.40	\$25.38 \$52,790.40	\$26.40 \$54,912.00	\$27.45 \$57,096.00	\$28.55 \$59,384.00
Laborer (1 - 2 yrs)	\$24.52	\$26.27	\$27.32 \$56,825.60	\$28.41 \$59,092.80	\$29.55 \$61,464.00	\$30.73 \$63,918.40
Truck Driver / Eq Op.						
Level 4 (3rd year)	\$27.35	\$29.10	\$30.26 \$62,940.80	\$31.47 \$65,457.60	\$32.73 \$68,078.40	\$34.04 \$70,803.20
Level 3 (5th year)	\$31.69	\$33.44	\$34.78 \$72,342.40	\$36.17 \$75,233.60	\$37.62 \$78,249.60	\$39.12 \$81,369.60
Level 2 (7th year)	\$32.43	\$34.18	\$35.55 \$73,944.00	\$36.97 \$76,897.60	\$38.45 \$79,976.00	\$39.99 \$83,179.20
Level 1 (9th year)	\$33.19	\$34.94	\$36.34 \$75,587.20	\$37.79 \$78,603.20	\$39.30 \$81,744.00	\$40.87 \$85,009.60
Water Operator						
Level 2	\$33.19	\$34.94	\$36.34 \$75,587.20	\$37.79 \$78,603.20	\$39.30 \$81,744.00	\$40.87 \$85,009.60
Level 1 (9th year of license)	\$36.30	\$38.05	\$39.57 \$82,305.60	\$41.15 \$85,592.00	\$42.80 \$89,024.00	\$44.51 \$92,580.80
Mechanics						
Level 2	\$31.69	\$33.44	\$34.78 \$72,342.40	\$36.17 \$75,233.60	\$37.62 \$78,249.60	\$39.12 \$81,369.60
Level 1 (8 ASE Certifications)	\$36.92	\$38.67	\$40.22 \$83,657.60	\$41.83 \$87,006.40	\$43.50 \$90,480.00	\$45.24 \$94,099.20



SAFETY EQUIPMENT

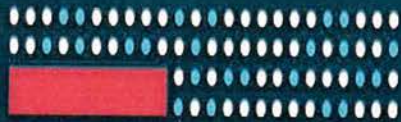
Issued by: Village of Franklin Park Utilities Dept

- ☐ Safety Vests
- ☐ Safety Glasses
- ☐ Hard Hat
- ☐ Ear Protection
- ☐ Mud Boots
- ☐ Back Belt
- ☐ Rain Gear (pants & coat)

I have returned the above items to the Village of Franklin Park.

(Name)

(Date)



Village of Franklin Park Insurance Proposal

Presented by:

Leah Cozad

Account Executive - Public Sector

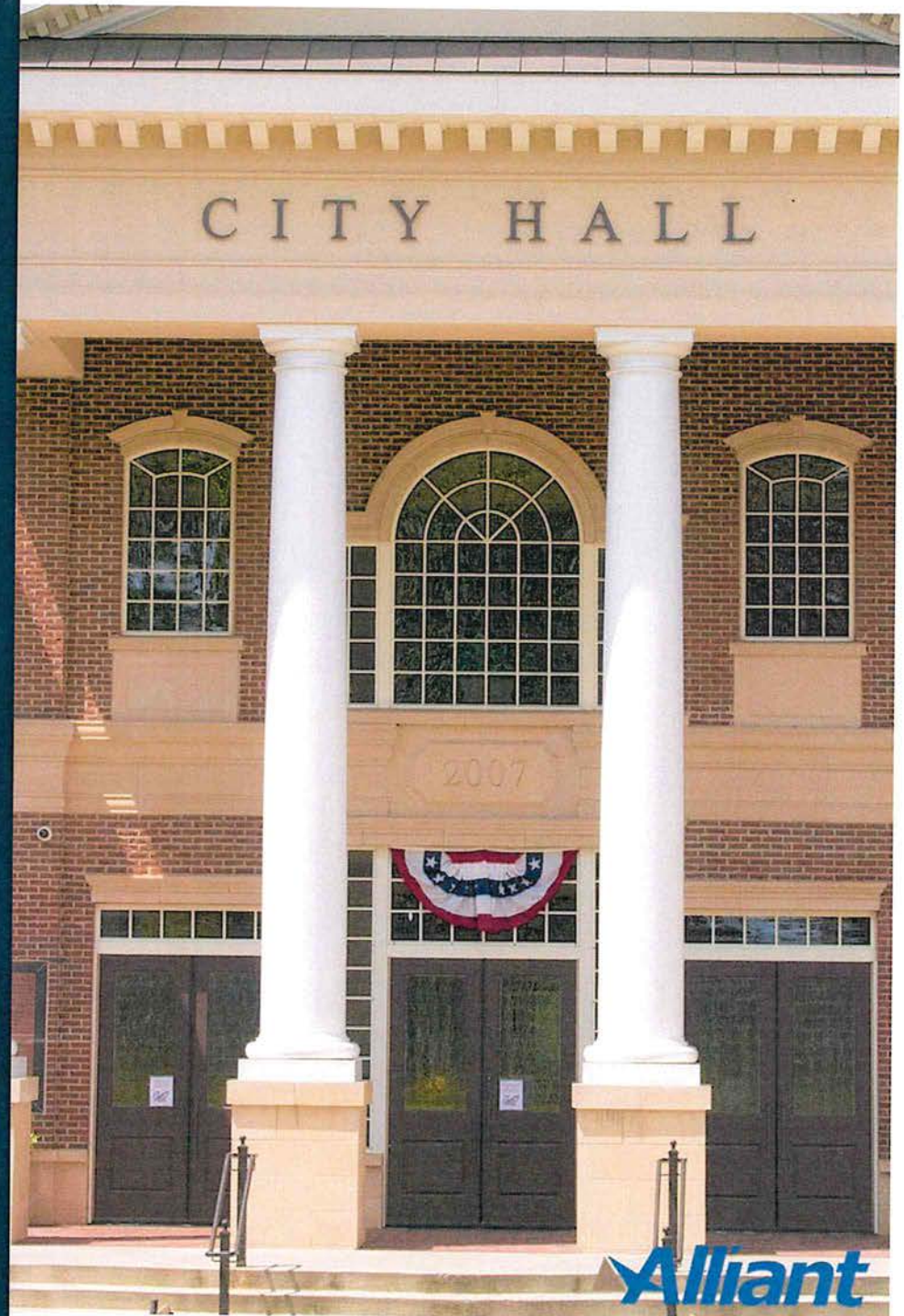
November 2025

CA License No. 0803093

Insurance Services offered through Mesirow Insurance Services, Inc.

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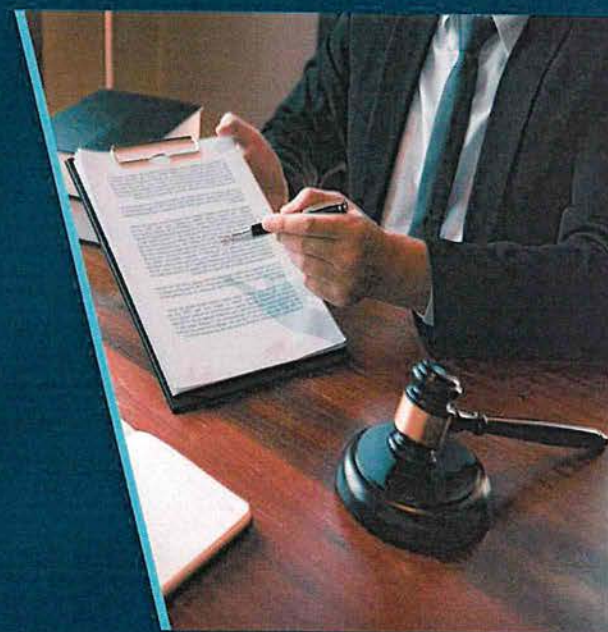
Village of Franklin Park Executive Summary

- **Loss Control** – ICRMT's Loss Control Consultants for the policy term have provided 13 consulting opportunities which included seminars, phone calls/emails, and grant funds of nearly \$7000 used for tasers utilized by the police department
- **Marketplace** - At this time, a discussion was held regarding the state of the marketplace. Challenges in the auto liability, law enforcement liability and excess liability specifically were addressed, as well as the ongoing difficulty in the Cook County legal jurisdiction.
- **Claims Activity and ICRMT Indication** – The status and valuations of a number of larger law enforcement liability and workers compensation claims were discussed. These claim valuation impacted the renewal pricing and an estimated renewal increase of 30+% had been indicated by ICRMT.
- **Renewal Strategy** – Due to the severity and open status of the claims, it was recognized that submission to the marketplace would result in declination of coverage. Focus was placed on working with ICRMT to produce the best renewal premium possible.

Jurisdictional Challenges and Legal System Abuse

Judicial Hellholes 2024/2025

- | | | | |
|----|---|----|----------------------------|
| 01 | Philadelphia Court of Common Pleas & Pennsylvania Supreme Court | 06 | Cook County, Illinois |
| 02 | New York City | 07 | St. Louis |
| 03 | South Carolina Asbestos Litigation | 08 | The Michigan Supreme Court |
| 04 | Georgia | 09 | King County, Washington |
| 05 | California | 10 | Louisiana |



Casualty Market Drivers



General Liability & Excess Liability

Increase in Catastrophic Losses

- Sexual Misconduct
- Law Enforcement Liability
- Lifetime Care Costs
- Punitive Damage Awards

Organized Plaintiff Bar

- Litigation Financing
- Settlement pressure driven by Nuclear Verdict Potential

Inflationary Pressures

- Social Inflation

Aging Infrastructure

Lack of market participation



Auto Liability

Cost of vehicles (inflation)

Cost to repair (technology)

Fatality Trends

Distractive Driving – Cell Phones

Robotaxis

Rising medical costs

Rapid rise of litigation costs

Use of Autonomous Driving

Increased fleet use of Electric Vehicles



Workers Compensation

Aging Workforce

Medical Cost Inflation

Cancer & PTSD Presumptions

Workplace Violence

Medical Service Delays

Out of State Exposure

Accident Survivability

Mental Health

Public Sector – Police Pursuit Update

A National Public Entity Insurance Carrier has seen a sharp rise in Public Sector auto severity claims. Auto losses exceeding **\$500K** and **\$1M** have become more frequent, with the highest severity Public Sector auto bodily injury claims **nearly doubling** between 2019 and 2024.

Police pursuits have been a major driver of this increase, representing about **30%** of Public Sector losses over **\$1M**.

A review of over **150** police pursuit claims¹ revealed that, while they made up only **5%** of total auto claims, they accounted for **20%** of total auto indemnity costs. These claims affected insureds nationwide, regardless of their size, officer count, or location.

Key findings include:



65%
of pursuit
claims were for
non-violent or
misdemeanor
violations



50%
of pursuit claims
involved fatalities



Over 90%
of pursuit claims
involved injuries
to third parties



3x
more injuries or
damages are
caused by fleeing
suspects than the
officers



55%
of claims had
injuries reported
by multiple
claimants

National data from the NHTSA shows a **10%** year-over-year increase in police pursuit fatalities between 2021 and 2022, and a **40%** increase from 2019 to 2022, contrasting with a decline in overall traffic fatalities².

The rise in police pursuit-related claims highlights the need for regular review and compliance with pursuit policies. Understanding these trends can help departments better mitigate risks, improve training, and enhance public safety.



¹ The analysis included review of over 150 distinct police pursuit claims reported by Travelers Insurance Company Public Sector insureds between 2015 and 2023. The review also included a detailed analysis of claim characteristics driving severity in over 50 claims with values of \$100k or more.

² Please see DOJ resources available at <https://portal.cops.usdoj.gov/resourcecenter/content.aspx/cops-r1134-pub.pdf>-external data source for NHTSA.



Village of Franklin Park

2025 - 2026 Renewal Loss Summary

PROPERTY

Policy Term	Carrier	# of Claims	Total Paid	Total Reserve	Recoveries	Total Incurred
12/01/24-25	ICRMT	2	\$0	\$10,000	\$0	\$10,000
12/01/23-24	ICRMT	1	\$41,467	\$0	\$0	\$41,467
12/01/22-23	ICRMT	2	\$0	\$0	\$0	\$0
12/01/21-22	ICRMT	1	\$17,251	\$0	\$0	\$17,251
12/01/20-21	ICRMT	4	\$1,373	\$0	\$0	\$1,373
12/01/19-20	ICRMT	0	\$0	\$0	\$0	\$0
12/01/18-19	ICRMT	1	\$0	\$0	\$0	\$0
12/01/17-18	ICRMT	4	\$0	\$0	\$0	\$0
Total		15	\$60,091	\$10,000	\$0	\$70,091

AUTO LIABILITY

Policy Term	Carrier	# of Claims	Total Paid	Total Reserve	Recoveries	Total Incurred
12/01/24-25	ICRMT	6	\$14,849	\$0	\$0	\$14,849
12/01/23-24	ICRMT	1	\$77,694	\$0	\$0	\$77,694
12/01/22-23	ICRMT	8	\$133,120	\$0	\$0	\$133,120
12/01/21-22	ICRMT	0	\$0	\$0	\$0	\$0
12/01/20-21	ICRMT	5	\$4,835	\$0	\$0	\$4,835
12/01/19-20	ICRMT	3	\$7,791	\$0	\$0	\$7,791
12/01/18-19	ICRMT	4	\$14,051	\$0	\$0	\$14,051
12/01/17-18	ICRMT	4	\$16,580	\$0	\$0	\$16,580
Total		31	\$268,920	\$0	\$0	\$268,920

AUTO PHYSICAL DAMAGE

Policy Term	Carrier	# of Claims	Total Paid	Total Reserve	Recoveries	Total Incurred
12/01/24-25	ICRMT	6	\$28,164	\$5,737	\$0	\$33,901
12/01/23-24	ICRMT	8	\$14,277	\$0	\$0	\$14,277
12/01/22-23	ICRMT	7	\$31,389	\$0	\$0	\$31,389
12/01/21-22	ICRMT	6	\$71,006	\$0	\$0	\$71,006
12/01/20-21	ICRMT	3	\$6,596	\$178	\$0	\$6,774
12/01/19-20	ICRMT	7	\$33,838	\$100	\$0	\$33,938
12/01/18-19	ICRMT	4	\$123	\$0	\$0	\$123
12/01/17-18	ICRMT	4	\$4,242	\$0	\$0	\$4,242
Total		45	\$189,635	\$6,014	\$0	\$195,649

Village of Franklin Park

2025 - 2026 Renewal Loss Summary

EPLI

Policy Term	Carrier	# of Claims	Total Paid	Total Reserve	Recoveries	Total Incurred
12/01/24-25	ICRMT	0	\$0	\$0	\$0	\$0
12/01/23-24	ICRMT	0	\$0	\$0	\$0	\$0
12/01/22-23	ICRMT	0	\$0	\$0	\$0	\$0
12/01/21-22	ICRMT	0	\$0	\$0	\$0	\$0
12/01/20-21	ICRMT	0	\$0	\$0	\$0	\$0
12/01/19-20	ICRMT	1	\$0	\$0	\$0	\$0
12/01/18-19	ICRMT	0	\$0	\$0	\$0	\$0
12/01/17-18	ICRMT	0	\$0	\$0	\$0	\$0
Total		1	\$0	\$0	\$0	\$0

GENERAL LIABILITY

Policy Term	Carrier	# of Claims	Total Paid	Total Reserve	Recoveries	Total Incurred
12/01/24-25	ICRMT	8	\$22,696	\$0	\$0	\$22,696
12/01/23-24	ICRMT	4	\$3,289	\$0	\$0	\$3,289
12/01/22-23	ICRMT	3	\$0	\$0	\$0	\$0
12/01/21-22	ICRMT	3	\$9,270	\$0	\$0	\$9,270
12/01/20-21	ICRMT	10	\$4,330	\$0	\$0	\$4,330
12/01/19-20	ICRMT	4	\$2,204	\$0	\$0	\$2,204
12/01/18-19	ICRMT	4	\$125,918	\$0	\$0	\$125,918
12/01/17-18	ICRMT	5	\$1,500	\$0	\$0	\$1,500
Total		41	\$169,205	\$0	\$0	\$169,205

LAW ENFORCEMENT

Policy Term	Carrier	# of Claims	Total Paid	Total Reserve	Recoveries	Total Incurred
12/01/24-25	ICRMT	0	\$0	\$0	\$0	\$0
12/01/23-24	ICRMT	1	\$3,936	\$0	\$0	\$3,936
12/01/22-23	ICRMT	5	\$32,145	\$58,188	\$0	\$90,332
12/01/21-22	ICRMT	12	\$2,693,651	\$126,514	\$0	\$2,820,165
12/01/20-21	ICRMT	2	\$7,669,025	\$0	\$0	\$7,669,025
12/01/19-20	ICRMT	3	\$39,203	\$0	\$0	\$39,203
12/01/18-19	ICRMT	1	\$950	\$0	\$0	\$950
12/01/17-18	ICRMT	1	\$41,172	\$0	\$0	\$41,172
Total		25	\$10,480,082	\$184,701	\$0	\$10,664,783

Village of Franklin Park

2025 - 2026 Renewal Loss Summary

PUBLIC OFFICIALS

Policy Term	Carrier	# of Claims	Total Paid	Total Reserve	Recoveries	Total Incurred
12/01/24-25	ICRMT	0	\$0	\$0	\$0	\$0
12/01/23-24	ICRMT	0	\$0	\$0	\$0	\$0
12/01/22-23	ICRMT	0	\$0	\$0	\$0	\$0
12/01/21-22	ICRMT	0	\$0	\$0	\$0	\$0
12/01/20-21	ICRMT	0	\$0	\$0	\$0	\$0
12/01/19-20	ICRMT	0	\$0	\$0	\$0	\$0
12/01/18-19	ICRMT	1	\$52,844	\$0	\$0	\$52,844
12/01/17-18	ICRMT	0	\$0	\$0	\$0	\$0
Total		1	\$52,844	\$0	\$0	\$52,844

WORKERS COMPENSATION

Policy Term	Carrier	# of Claims	Total Paid	Total Reserve	Recoveries	Total Incurred
12/01/24-25	ICRMT	21	\$180,876	\$142,444	\$0	\$323,321
12/01/23-24	ICRMT	32	\$634,916	\$286,651	\$0	\$921,567
12/01/22-23	ICRMT	25	\$210,655	\$18,571	\$0	\$229,227
12/01/21-22	ICRMT	29	\$157,299	\$5,000	\$0	\$162,299
12/01/20-21	ICRMT	29	\$328,203	\$0	\$0	\$328,203
12/01/19-20	ICRMT	44	\$48,036	\$0	\$0	\$48,036
12/01/18-19	ICRMT	28	\$132,879	\$0	\$0	\$132,879
12/01/17-18	ICRMT	32	\$46,185	\$0	\$0	\$46,185
Total		240	\$1,739,050	\$452,666	\$0	\$2,191,717

GRAND TOTALS

Policy Term	Carrier	# of Claims	Total Paid	Total Reserve	Recoveries	Total Incurred
12/01/24-25	ICRMT	24	\$246,586	\$158,181	\$0	\$404,767
12/01/23-24	ICRMT	25	\$775,579	\$286,651	\$0	\$1,062,230
12/01/22-23	ICRMT	47	\$407,308	\$76,759	\$0	\$484,067
12/01/21-22	ICRMT	51	\$2,948,477	\$131,514	\$0	\$3,079,991
12/01/20-21	ICRMT	53	\$8,014,362	\$178	\$0	\$8,014,540
12/01/19-20	ICRMT	61	\$131,072	\$100	\$0	\$131,172
12/01/18-19	ICRMT	43	\$326,765	\$0	\$0	\$326,765
12/01/17-18	ICRMT	50	\$109,678	\$0	\$0	\$109,678
Total		354	\$12,959,827	\$653,382	\$0	\$13,613,210

Carrier	Loss Runs Value Date
ICRMT	11/8/2025

Property & Casualty Losses Over \$50,000 in Total Incurred

Date Of Loss	Claim Number	Coverage	Total Paid	Outstanding Reserves	Total Incurred	Loss Description
4/25/2021	220316W035	Law Enforcement Liability	\$7,514,656	\$0	\$7,514,656	Plaintiff alleges that Franklin Park Officers initiated and continued a high speed pursuit that resulted in a crash. Plaintiff died from his injuries.
3/5/2016	160317W008	Auto Liability	\$2,314,343	\$0	\$2,314,343	Insured vehicle proceeded through intersection thinking the light was green. Other vehicle struck front passenger side of insured vehicle. AWAC CL # 2018004237
5/18/2022	220519W036	Law Enforcement Liability	\$1,992,057	\$0	\$1,992,057	VOFP Police while responding to a call with lights and sirens, entered an intersection on a red light and struck another vehicle. Upon collision, VOFP PD vehicle careened onto the sidewalk where it struck a couple of pedestrians.
5/18/2022	220519W036	Law Enforcement Liability	\$500,000	\$0	\$500,000	VOFP Police while responding to a call with lights and sirens, entered an intersection on a red light and struck another vehicle. Upon collision, VOFP PD vehicle careened onto the sidewalk where it struck a couple of pedestrians.
3/3/2021	220420W028	Law Enforcement Liability	\$154,368	\$0	\$154,368	Plaintiff, in Amended Complaint, alleges that Franklin Park Officers assaulted him without provocation after he passed a field sobriety test.
10/5/2019	191018W006	General Liability	\$125,638	\$0	\$125,638	Claimant fell due to uneven sidewalk - dislocated shoulder
2/14/2016	180316W029	Law Enforcement Liability	\$121,228	\$0	\$121,228	plaintiff filed suit alleging Section 1983 claims of false arrest, unreasonable seizure, excessive force, failure to intervene, due process; State claims of malicious prosecution, respondent superior & indemnification when he was stopped & beaten by polic
3/13/2023	230314W001	Auto Liability	\$120,000	\$0	\$120,000	The insured snow plow went into an intersection and struck Unit 2 on the driver's side during a heavy snowstorm.
5/18/2022	220519W036	Law Enforcement Liability	\$44,636	\$60,114	\$104,750	VOFP Police while responding to a call with lights and sirens, entered an intersection on a red light and struck another vehicle. Upon collision, VOFP PD vehicle careened onto the sidewalk where it struck a couple of pedestrians.
5/18/2022	220519W036	Law Enforcement Liability	\$30,555	\$66,400	\$96,955	VOFP Police while responding to a call with lights and sirens, entered an intersection on a red light and struck another vehicle. Upon collision, VOFP PD vehicle careened onto the sidewalk where it struck a couple of pedestrians.
5/11/2022	230118W018	Law Enforcement Liability	\$70,489	\$0	\$70,489	Plaintiff alleges that Franklin Park Officers violated his Constitutional rights due to his race.
9/17/2023	250619W019	Law Enforcement Liability	\$438	\$58,188	\$58,625	Plaintiff alleges she was subject to excessive force when she was arrested by Franklin Park PD on an outstanding warrant.
10/16/2024	241017W023	Auto Liability	\$55,029	\$0	\$55,029	While making a 3 point turn Unit 1 driver side wheel was struck by Unit 2 causing damage.
11/21/2019	191127W022	Public Officials Liab	\$52,844	\$0	\$52,844	The plaintiff filed suit seeking declaratory judgment and other relief.

Workers Compensation Losses Over \$100,000 in Total Incurred

Date Of Loss	Claim Number	Total Paid	Outstanding Reserves	Total Incurred	Loss Description
2/3/2017	170209W050	\$401,467	\$0	\$401,467	FF was at a structure fire when walking out of the home, slipped on ice, & twisted left knee.
10/3/2024	241004W016	\$159,299	\$100,201	\$259,500	FF was standing on the 2nd floor balcony during a training exercise. When taking fire house from another FF, Injured FF felt pain to his left shoulder.
10/11/2017	171012W041	\$243,933	\$0	\$243,933	FF was lifting patient from the ambulance stretcher to the hospital bed & felt pain at the top & side of right shoulder.
9/12/2024	240917W050	\$167,265	\$38,235	\$205,500	FF was training on forcible entry and while forcing the inward swinging door he felt a pop in his pectoral muscle in the right shoulder.
11/6/2024	241119W030	\$103,133	\$100,967	\$204,100	EE was stepping out of the fire engine when missed the step & landed on right leg jamming & twisting right knee.
7/26/2023	230731W034	\$168,283	\$0	\$168,283	EE was transferring a patient from the ambulance stretcher to a hospital bed and had to lift patient's head over the headboard. Felt pain in right shoulder.
2/7/2021	210209W013	\$138,670	\$0	\$138,670	FF/PM was attempting to transfer patient to the hospital bed from the stretcher and patient became combative and pulled away. FF/PM felt a sharp pain in left shoulder as patient pulled away. Went to the clinic after shift was completed.
3/9/2025	250310W020	\$65,116	\$34,884	\$100,000	Officer was trying to stop a resident who was going to be transported to the hospital for a mental health emergency. Resident was going to be tasered by other officer. Upon letting go of resident, EE fell to the ground & had pain in right knee and both palms.
1/28/2022	220131W035	\$97,383	\$0	\$97,383	FF was out shoveling snow at the fire house slipped and fell on the ice. He had extreme back pain and shortness of breath after the fall.
1/11/2025	250114W024	\$71,063	\$25,637	\$96,700	FF had to transport patient out of the house via a stair chair in order to get her onto a stretcher. While going down the back stairs carrying the stair chair, FF had shooting pain in back along with weakness.
5/8/2019	190508W026	\$91,851	\$0	\$91,851	Employee was fixing a water main break and was tightening a bolt on the repair sleeve with a wrench. He felt his shoulder pop and was in a lot of pain.

LAW ENFORCEMENT LIABILITY

2025- 2026 v. 2024-2025 Comparison

LAW ENFORCEMENT LIABILITY- 2025-2026 Renewal							
Policy Term	Carrier	# of Claims	Total Paid	Total Reserve	Recoveries	Total Incurred	Diff. from Previous Year
12/01/24-25	ICRMT	0	\$0	\$0	\$0	\$0	
12/01/23-24	ICRMT	1	\$3,936	\$0	\$0	\$3,936	\$0
12/01/22-23	ICRMT	5	\$32,145	\$58,188	\$0	\$90,332	\$59,842
12/01/21-22	ICRMT	12	\$2,693,651	\$126,514	\$0	\$2,820,165	\$2,476,751
12/01/20-21	ICRMT	2	\$7,669,025	\$0	\$0	\$7,669,025	\$48,092
12/01/19-20	ICRMT	3	\$39,203	\$0	\$0	\$39,203	\$0
12/01/18-19	ICRMT	1	\$950	\$0	\$0	\$950	\$0
12/01/17-18	ICRMT	1	\$41,172	\$0	\$0	\$41,172	\$0
Total		25	\$10,480,082	\$184,701	\$0	\$10,664,783	\$2,584,684.83

LAW ENFORCEMENT LIABILITY - 2024-2025 Renewal						
Policy Term	Carrier	# of Claims	Total Paid	Total Reserve	Recoveries	Total Incurred
12/01/23-24	ICRMT	1	\$3,936	\$0	\$0	\$3,936
12/01/22-23	ICRMT	3	\$4,365	\$26,125	\$0	\$30,490
12/01/21-22	ICRMT	12	\$129,283	\$214,131	\$0	\$343,414
12/01/20-21	ICRMT	2	\$7,555,095	\$65,838	\$0	\$7,620,933
12/01/19-20	ICRMT	3	\$39,203	\$0	\$0	\$39,203
12/01/18-19	ICRMT	1	\$950	\$0	\$0	\$950
12/01/17-18	ICRMT	1	\$41,172	\$0	\$0	\$41,172
Total		23	\$7,774,004	\$306,094	\$0	\$8,080,098

WORKERS COMPENSATION

2025- 2026 v. 2024-2025 Comparison

WORKERS COMPENSATION- 2025-2026 Renewal							
Policy Term	Carrier	# of Claims	Total Paid	Total Reserve	Recoveries	Total Incurred	Diff. from Previous Year
12/01/24-25	ICRMT	21	\$180,876	\$142,444	\$0	\$323,321	
12/01/23-24	ICRMT	32	\$634,916	\$286,651	\$0	\$921,567	\$875,190
12/01/22-23	ICRMT	25	\$210,655	\$18,571	\$0	\$229,227	\$85,410
12/01/21-22	ICRMT	29	\$157,299	\$5,000	\$0	\$162,299	\$5,000
12/01/20-21	ICRMT	29	\$328,203	\$0	\$0	\$328,203	\$39,674
12/01/19-20	ICRMT	44	\$48,036	\$0	\$0	\$48,036	\$0
12/01/18-19	ICRMT	28	\$132,879	\$0	\$0	\$132,879	\$0
12/01/17-18	ICRMT	32	\$46,185	\$0	\$0	\$46,185	\$0
Total		240	\$1,739,050	\$452,666	\$0	\$2,191,717	\$1,005,274

WORKERS COMPENSATION - 2024-2025 Renewal						
Policy Term	Carrier	# of Claims	Total Paid	Total Reserve	Recoveries	Total Incurred
12/01/23-24	ICRMT	17	\$12,032	\$34,345	\$0	\$46,377
12/01/22-23	ICRMT	25	\$143,817	\$0	\$0	\$143,817
12/01/21-22	ICRMT	29	\$157,299	\$0	\$0	\$157,299
12/01/20-21	ICRMT	29	\$288,529	\$0	\$0	\$288,529
12/01/19-20	ICRMT	44	\$48,036	\$0	\$0	\$48,036
12/01/18-19	ICRMT	28	\$132,879	\$0	\$0	\$132,879
12/01/17-18	ICRMT	32	\$46,185	\$0	\$0	\$46,185
Total		204	\$828,777	\$34,345	\$0	\$863,122

Premium Summary

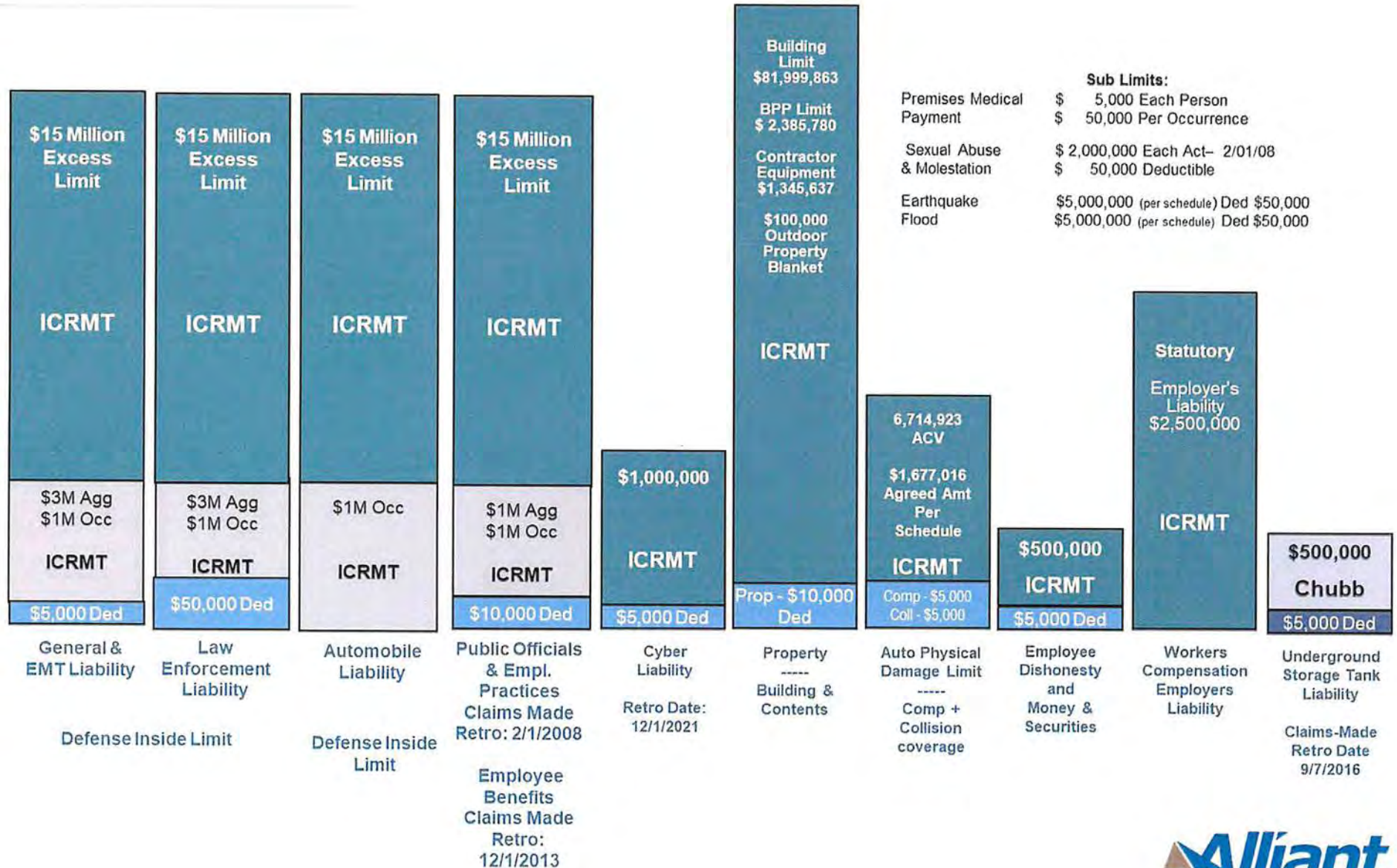
2025 - 2026 Renewal

	2024-2025 Expiring ICRMT	2025 - 2026 Renewal - OPTION 1 ICRMT	2025 - 2026 Renewal - OPTION 2 ICRMT
	Deductibles	Deductibles	Self-Insured Retention
Property and Equipment Breakdown	\$10,000	\$10,000	\$25,000
Inland Marine	\$2,500	\$2,500	\$5,000
Crime	\$5,000	\$5,000	\$5,000
General Liability	\$5,000	\$5,000	\$100,000
Law Enforcement Liability	\$25,000	\$50,000	\$250,000
Automobile Liability	\$0	\$0	\$100,000
Auto Physical Damage	\$5,000	\$5,000	\$25,000
Public Officials with Employment Practices Liability	\$10,000	\$10,000	\$100,000
Cyber Liability	\$5,000	\$5,000	\$25,000
Excess Liability			
Sub-Total	\$794,393	\$1,042,786	\$833,457
	ICRMT	ICRMT	ICRMT
	Deductible	Deductible	Self-Insured Retention
Workers Compensation	\$0	\$0	\$100,000
Sub-Total	\$402,005	\$567,626	\$250,896
	Chubb	Chubb	Chubb
Underground Storage Tank Liability	\$979	\$1,085	\$1,085
	2024-2025 Expiring	2025 - 2026 Renewal - OPTION 1	2025 - 2026 Renewal - OPTION 2
INSURANCE PROGRAM TOTAL	\$1,197,377	\$1,611,497	\$1,085,438
		<i>Lower Umbrella limit - \$10MM approximate saving is \$100,000</i>	<i>Lower Umbrella limit - \$10MM approximate saving is \$100,000</i>
Premium Difference from Expiring	\$88,671	\$414,120	-\$111,939
Percentage Difference from Expiring	8.00%	34.59%	-9.35%

Tower Illustration

\$50,000 Law Deductible

- All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer. ICRMT has added a PFA Exclusion this renewal. Also roofs older than 20 years old are now valued on an actual cash value basis.
- Chart is not to scale.

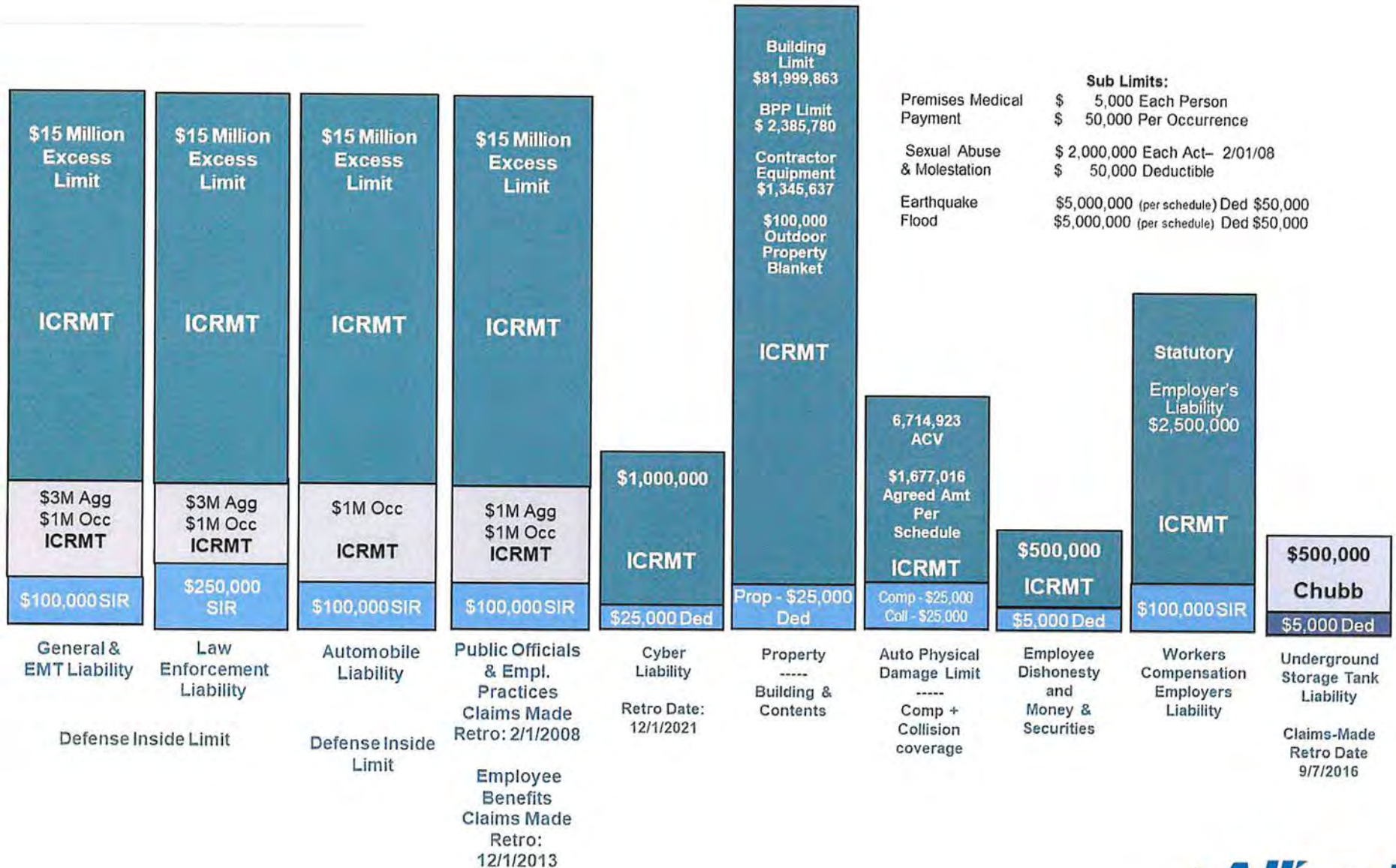


Tower Illustration

\$100,000 Self-Insured Retention – AOP

\$250,000 Self-Insured Retention - Law

- All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer. ICRMT has added a PFA Exclusion this renewal. Also roofs older than 20 years old are now valued on an actual cash value basis.
- Chart is not to scale.



Stratification of Trended Losses

Auto Liability - \$100,000 SIR

Policy Period	Date Of Loss	Coverage	Total Incurred	Trend Factor	Trended Total Incurred	Claims \$0 to \$100,000	Claims Over \$100,001	Insured's Exposure	Carrier's Exposure
12/01/2020 - 11/30/2021 Total		Auto Liability Total	\$4,835		\$4,980	\$4,980	\$0	\$4,980	\$0
12/01/2022 - 11/30/2023 Total		Auto Liability Total	\$133,120		\$148,428	\$14,628	\$133,800	\$114,628	\$33,800
12/01/2023 - 11/30/2024 Total		Auto Liability Total	\$77,694		\$219,929	\$219,929	\$0	\$219,929	\$0
12/01/2024 - 11/30/2025 Total		Auto Liability Total	\$14,849		\$31,382	\$31,382	\$0	\$31,382	\$0

ICRMT Loss Summary Report

Auto Liability Expected Losses

YEAR	VALUATION	CLAIMS	PAID	RESERVED	INCURRED	TRENDED
	Auto Liability			Deductible: \$100,000		
Current Year (2025-2026)		0	\$0	\$0	\$0	\$0
Prior Year 1 (2024-2025)		5	\$14,849	\$0	\$14,849	\$0
Prior Year 2 (2023-2024)		3	\$77,694	\$0	\$77,694	\$0
Prior Year 3 (2022-2023)		7	\$133,120	\$0	\$133,120	\$47,220
Prior Year 4 (2021-2022)		0	\$0	\$0	\$0	\$0
Prior Year 5 (2020-2021)		5	\$4,835	\$0	\$4,835	\$0
		20			EXPECTED LOSSES	\$9,444

Stratification of Trended Losses

General Liability - \$100,000 SIR

Policy Period	Date Of Loss	Coverage	Total Incurred	Trend Factor	Trended Total Incurred	Claims \$0 to \$100,000	Claims Over \$100,001	Insured's Exposure	Carrier's Exposure
12/01/2020 - 11/30/2021 Total		General Liability Total	\$4,330		\$3,337	\$3,337	\$0	\$3,337	\$0
12/01/2021 - 11/30/2022 Total		General Liability Total	\$9,270		\$10,197	\$10,197	\$0	\$10,197	\$0
12/01/2022 - 11/30/2023 Total		General Liability Total	\$0		\$0	\$0	\$0	\$0	\$0
12/01/2023 - 11/30/2024 Total		General Liability Total	\$3,289		\$4,811	\$4,811	\$0	\$4,811	\$0
12/01/2024 - 11/30/2025 Total		General Liability Total	\$22,696		\$45,391	\$45,391	\$0	\$45,391	\$0

ICRMT Loss Summary Report

General Liability Expected Losses

YEAR	VALUATION	CLAIMS	PAID	RESERVED	INCURRED	TRENDED
	General Liability			Deductible: \$100,000		
Current Year (2025-2026)		0	\$0	\$0	\$0	\$0
Prior Year 1 (2024-2025)		8	\$14,999	\$1,835	\$16,834	\$0
Prior Year 2 (2023-2024)		4	\$3,289	\$0	\$3,289	\$0
Prior Year 3 (2022-2023)		3	\$0	\$0	\$0	\$0
Prior Year 4 (2021-2022)		3	\$9,270	\$0	\$9,270	\$0
Prior Year 5 (2020-2021)		8	\$4,330	\$0	\$4,330	\$0
		26			EXPECTED LOSSES	\$0

Stratification of Trended Losses

Law Enforcement Liability - \$250,000 SIR

Policy Period	Date Of Loss	Coverage	Total Incurred	Trend Factor	Trended Total Incurred	Claims \$0 to \$250,000	Claims Over \$250,001	Insured's Exposure	Carrier's Exposure
12/01/2020 - 11/30/2021 Total		Law Enforcement Liability Total	\$7,669,025		\$7,899,096	\$158,999	\$7,740,096	\$408,999	\$7,490,096
12/01/2021 - 11/30/2022 Total		Law Enforcement Liability Total	\$2,820,165		\$2,941,432	\$342,217	\$2,599,215	\$842,217	\$2,099,215
12/01/2022 - 11/30/2023 Total		Law Enforcement Liability Total	\$90,332		\$119,961	\$119,961	\$0	\$119,961	\$0
12/01/2023 - 11/30/2024 Total		Law Enforcement Liability Total	\$3,936		\$7,282	\$7,282	\$0	\$7,282	\$0

ICRMT Loss Summary Report

Law Enforcement Liability Expected Losses

YEAR	VALUATION	CLAIMS	PAID	RESERVED	INCURRED	TRENDED
	Law Enforcement Liability			Deductible: \$100,000		
Current Year (2025-2026)		0	\$0	\$0	\$0	\$0
Prior Year 1 (2024-2025)		0	\$0	\$0	\$0	\$0
Prior Year 2 (2023-2024)		1	\$3,936	\$0	\$3,936	\$0
Prior Year 3 (2022-2023)		5	\$32,145	\$58,188	\$90,332	\$0
Prior Year 4 (2021-2022)		3	\$2,693,651	\$83,719	\$2,777,370	\$1,000,000
Prior Year 5 (2020-2021)		2	\$7,669,025	\$0	\$7,669,025	\$1,058,999
		11			EXPECTED LOSSES	\$411,800

Stratification of Trended Losses

Workers Compensation - \$100,000 SIR

Policy Period	Date Of Loss	Claim Number	Total Incurred	Trend Factor	Trended Total Incurred	Claims \$0 to \$100,000	Claims Over \$100,001	Insured's Exposure	Carrier's Exposure
12/01/2020 - 11/30/2021 Total			\$328,203	1.031	\$338,378	\$195,409	\$142,969	\$295,409	\$42,969
12/01/2021 - 11/30/2022 Total			\$162,299	1.049	\$170,252	\$68,098	\$102,154	\$168,098	\$2,154
12/01/2022 - 11/30/2023 Total			\$229,227	1.102	\$252,608	\$67,159	\$185,448	\$167,159	\$85,448
12/01/2023 - 11/30/2024 Total			\$921,567	1.150	\$1,059,802	\$290,337	\$769,465	\$590,337	\$469,465
12/01/2024 - 11/30/2025 Total			\$323,321	1.750	\$565,811	\$103,986	\$461,825	\$403,986	\$161,825

ICRMT Loss Summary Report

Workers Compensation Expected Losses

Named Insured: Franklin Park, Village of

Quote Number: R14-1000402-2526-01

YEAR	VALUATION	# MED	# IND	PAID	RESERVED	INCURRED	TRENDED
Current Year (2025-2026)		0	0	\$0	\$0	\$0	\$0
Prior Year 1 (2024-2025)		7	4	\$159,795	\$147,375	\$307,169	\$537,546
Prior Year 2 (2023-2024)		9	8	\$624,088	\$297,479	\$921,567	\$1,059,802
Prior Year 3 (2022-2023)		9	6	\$209,875	\$19,351	\$229,227	\$252,608
Prior Year 4 (2021-2022)		14	8	\$157,299	\$5,000	\$162,299	\$170,252
Prior Year 5 (2020-2021)		14	9	\$328,203	\$0	\$328,203	\$338,378
		53	35			EXPECTED LOSSES	\$471,717

PUBLIC CONSTRUCTION WORK SUPPLEMENTAL FUNDING AGREEMENT

This PUBLIC CONSTRUCTION WORK SUPPLEMENTAL FUNDING AGREEMENT (the “Agreement”) is entered into on this ____ day of November 2025, by and between the **Village of Franklin Park**, Cook County Illinois, an Illinois municipal corporation (the “Funder”) and **CIS Cook, LLC**, a limited liability company located at 2950 South State Street, Suite 380, Ann Arbor, Michigan 48104 (the “Recipient”). The Funder and Recipient shall also be known as the “Party” or “Parties”.

WHEREAS

- A. The Recipient intends to undertake construction and related services in connection with implementing climate resiliency solutions for Funder as described herein and in **Schedule E**, a copy of which is attached hereto and made a part hereof (the “Work”);
- B. Cook County has allocated certain ARPA Funds for the purpose of implementing climate resiliency solutions in five participating communities of which Franklin Park is one such community informed by community participation and Climate Resiliency Plans (the “Program”) developed in Phase I of the Program;
- C. The Funder is the subrecipient for the administration and management of the ARPA Funds for the purpose of implementing climate resiliency solutions in Franklin Park informed by community participation and developed in Phase I of the Program; and
- D. The Funder desires to supplement the available ARPA Funds in furtherance of the Program and the Work to be performed at Franklin Park under the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings herein contained, the Parties agree as follows:

1. Funding Commitment.

1.1 Funding Amount: The Funder agrees to provide supplemental funding in the amount of up to Seven Hundred Thousand Dollars (\$700,000) (the “Funding Amount”) to be used exclusively for the costs associated with the Work and relative to the goals of the Program but only if the Work exceeds prior authorized grant funds to undertake the Program.

Funder shall provide a Funding Directive as per Schedule D, a copy of which is attached hereto and made a part hereof for each tranche of funding provided. The Funding Directive will describe the Permitted Uses of each funding tranche.

1.2 Disbursement Schedule: The Funder represents and warrants to the Recipient to provide the Funding Amount in accordance with the schedule set forth in **Schedule A**, a copy of which is attached hereto and made a part hereof Recipient shall report monthly on the work in place as per Schedule A.

1.3 Source of the Funding Amount: The Funder states that the Funding Amount to be provided under this Agreement is lawfully available and has been duly authorized for the purpose described herein.

2. Use of Funding Amount.

2.1 Permitted Use: The Recipient shall use the Funding Amount solely for costs related to planning, design, procurement, construction, and related expenses of the Work as detailed in **Schedule D** (the "Permitted Uses").

2.2 Prohibited Use: The Recipient shall not use the Funding Amount for administrative overhead, unrelated operational costs, political activities, or any other purpose not expressly listed in **Schedule D**.

2.3 Financial Management and Internal Controls: Recipient agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all eligible expenses. Recipient and the parties for whom it is responsible must comply with applicable laws including the Uniform Guidance (2 C.F.R. Part 200) applicable to SLFRF revenue loss funds and establish and maintain effective internal controls that provide reasonable assurance that Recipient is administering the Funding Amount in compliance with government accounting principles. Recipient management should consider, in good faith, the potential for fraud when identifying, analyzing, and responding to risks. Recipient's accounting system for recording expenditures must be established and maintained in accordance with generally accepted accounting principles.

3. Monitoring and Reporting:

3.1 Work Implementation: The Recipient shall be responsible for the execution and completion of the Work, including all necessary permitting, contracting, and compliance with applicable laws.

3.2. Monitoring: Recipient agrees to provide the Funder access to all necessary data and documentation gathered for purposes of monitoring compliance with this Agreement. Recipient shall provide the Funder with information and dates, in sufficient detail, that indicate the use of the Funding Amount for the Work, and the impact and outcome of the services provided as specified in this Agreement. Failure to submit proper documentation including, but not limited to, documentation verifying eligible expenses may result in termination of this Agreement.

3.3 Reporting Requirements: Recipient shall provide to the Funder reports, on a periodic basis as required by the Funder. Such reports shall summarize Recipient's receipts and expenditures of

the Funding Amount under this Agreement as detailed in **Schedule A, B, C and D**, copies of Schedule B and Schedule C are attached hereto and made a part hereof and specify the Program Metrics and Performance Goals outlined in **Schedule E**. In addition, Recipient will furnish to the Funder, with reasonable promptness, such interim reports or such reasonable additional information in connection with the Services, as the Funder may periodically request. Recipient shall ensure that any sub award agreement includes metric reporting and monitoring of the sub awardee by the Recipient.

3.4 Audit Rights: The Funder shall have the right to audit the Recipient's records related to the use of the Funding Amount during and up to three (3) years after completion of the Work, or as required by applicable law.

4. Compliance and Legal Requirements.

4.1 Laws and Regulations: The Recipient shall ensure the Work complies with all applicable local, state, and federal laws, including environmental, labor, and procurement regulations.

4.2 Permits and Approvals: The Recipient shall obtain all necessary permits, approvals, and clearances for the lawful execution of the Work.

5. Default and Remedies.

5.1 Events of Default: Any of the following shall constitute an Event of Default:

- a. Misuse of the Funding Amount by Recipient;
- b. Failure to complete the Work in accordance with the approved plans, the Program requirements or the terms of this Agreement; and
- c. Failure to comply with reporting or audit provisions.

5.2 Remedies: In the event of default, and to the greatest extent possible, the Funder shall provide Recipient with written notice of default and a reasonable opportunity to cure the default with seven (7) business days of notice. If the default is not corrected, then Funder's remedies include but are not limited to:

- a. Suspension of further disbursements;
- b. Demanding repayment of all or a portion of the Funding Amount; and/or
- c. Termination of this Agreement and the right to seek all available legal remedies.

5.3 Force Majeure: In the event that either Party is unable to perform any of its obligations under this Agreement because of unforeseen and/or uncontrollable circumstances, including events such as natural disaster, actions or decrees of governmental bodies not the fault of the affected party (the "Force Majeure Event"), the Party which has been so affected agrees to give immediate notice to the other Party and agrees to use commercially reasonable efforts to resume performance and mitigate the impacts of the Force Majeure Event. Upon receipt of a notice of Force Majeure Event, this Agreement shall be suspended immediately. If the period of nonperformance exceeds ten (10) calendar days from the receipt of the Force Majeure Event notice, then the Party whose ability to

perform has not been so affected may terminate this Agreement immediately by giving written notice to the other Party and the right to seek all available legal remedies.

5.4. Funding Availability / Non-Appropriation: Funding under this Agreement is subject to availability of funds from the United States Government and contribution by the Funder. In the event that there is no Program Funding Amount or insufficient Program Funding Amount appropriated and/or budgeted for payments or funding to be made under this Agreement, then Funder shall promptly notify Recipient of such occurrence, and this Agreement shall terminate on the earlier of the last day of the month for which sufficient appropriation was made or when the Funding Amount appropriated for payment under this Agreement is exhausted.

6. Termination.

6.1 Termination Without Cause: This Agreement may be terminated by the Funder without cause or for convenience at any time by providing at least thirty (30) calendar days written notice to the other Party.

7. Miscellaneous.

7.1 Independent Status: Nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship between the Parties.

7.2 Indemnity: To the fullest extent permitted by Law, the Recipient shall indemnify and hold the Funder harmless from any claims, damages, losses, or liabilities (including reasonable attorneys' fees and litigation costs) arising out of or related to the Recipient's implementation of the Work, Program and/or Funding Amount, but only to the extent such claims, damages, losses, or liabilities were caused by Recipient's (or anyone for whom Recipient is responsible) actions or omissions.

7.3 Notices: All notices under this Agreement shall be in writing and delivered to the addresses listed below in Section 7.21 by reputable overnight mail carrier (with confirmation receipt) or by United States certified mail, return receipt requested. Notice shall be deemed effective on the date of delivery.

7.4 Governing Law: This Agreement shall be governed by and construed under the laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.

7.5 Entire Agreement: This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations or understandings.

7.6 Mandatory Disclosures: In accordance with 2 CFR 200.113, the non-Federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the Funder all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339.

7.7. Non-Discrimination: Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto. Works funded with SLRFR should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.

7.8 Equal Employment Opportunity: During the performance of the Agreement, Recipient will be required to comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

7.9 Copeland Anti-Kickback Act: Recipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

7.10 Contract Work Hours and Standards Safety Act: (a) Overtime requirements: No contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and

one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (b) Violation; liability for unpaid wages: In the event of any violation of the clause set forth in paragraph 10.2.9(a) of this section, the Recipient, its contractor(s) or any subcontractor(s) responsible therefore shall be liable for the unpaid wages. (c) Withholding for unpaid wages: The Funder shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient or its subcontractor(s) under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Selected Respondent(s), contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided herein. (d) Subcontracts: The Recipients or its subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR 5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5. (e) Clean Air Act and Federal Water Pollution Control Act. The Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

7.11 DEBARMENT & SUSPENSION: This award is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Recipient is required to verify that none of its Recipients or subcontractors (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Recipient shall comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into. If it is later determined that the Recipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in good faith, then in addition to remedies available to the Funder, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The Recipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, throughout the period of any contract that may arise from this Agreement.

7.12 BYRD ANTI-LOBBYING AMENDMENT: Recipient certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Recipients shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from time to time up to the recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Recipient must certify compliance with the Byrd Anti-Lobbying Amendment.

7.13 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR ACTS: Recipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Recipient and subcontractors pertaining to any matter resulting from a contract.

7.14 CONFLICTS OF INTEREST: Recipient must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7.15 TRANSPARENCY ACT: Reporting Subaward and Executive Compensation Information in compliance with 2 CFR Part 170. 10.2.15. **PUBLICATIONS.** Any publication produced with funds from this award must also display the following language: "This Work is being supported, in whole or in part, by federal award number Assistance Listing Number (ALN – formerly known as the CFDA) 21.027 awarded to Cook Funder by the U.S. Department of the Treasury.

7.16 INCREASING SEAT BELT USE IN THE UNITED STATES: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

7.17 REDUCING TEXT MESSAGING WHILE DRIVING: Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

7.18 UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT: Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601- 4655) and implementing regulations apply to this Agreement, where applicable.

7.19 DISCLAIMER: Recipient understands that the United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the federal award or any other losses resulting in any way from the performance of the federal award or any contract, or subcontract under this award. By accepting this Agreement from the Funder, the Recipient does not in any way establish an agency relationship between the United States and Recipient.

7.20 CODE OF CONDUCT 2 CFR 200.318(c)(1): The non-Federal entity (Recipient) must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subawards. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such

standards by officers, employees, or agents of the non-Federal entity. If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

7.21 REPRESENTATIVES: Each Party shall designate one staff representative, who shall be the primary point of contact and notice for that Party, as set forth below, or such other contact as either Party may designate by written notice to the other:

CIS Cook, LLC

Greg Cannito
Chief Business Officer
greg.cannito@cisolutions.com
(240) 704-2324

Village of Franklin Park

Nicholas Walny
Director of Community Development and Zoning
nwalny@vofp.com
(847) 671- 8278

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Funder

By: _____

Name: Barrett F. Pederson

Title: Village President

Recipient

By: _____

Name: Greg Cannito

Title: Chief Business Officer

Attachments:

- | | |
|--------------|----------------------------------|
| • Schedule A | Disbursement Schedule(G702/G703) |
| • Schedule B | Conditional Lien Waiver |
| • Schedule C | Unconditional Lien Waiver |
| • Schedule D | Permitted Uses and Work Budget |
| • Schedule E | Work Summary, Goals, and Metrics |

Schedule A – Disbursement Schedule

(G702-703 Application for Payment Form to be submitted upon request)

Schedule B – Conditional Lien Waiver

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Construction Agreement _____ ("Agreement")

Task Order No. _____ ("Task Order")

THIS IS TO CERTIFY that the undersigned _____ (the "RELEASOR") for the Work performed on the Task Order as part of the Grand Avenue Corridor Project (the "Project") is entitled to a progress payment of _____ Dollars by the terms of its Agreement.

NOW, THEREFORE, for and in consideration of \$ _____ .00, upon receipt by the undersigned of a check from Village of Franklin Park (the "Village") in the sum of \$ _____ .00 (the "Check") payable to RELEASOR, and other valuable consideration, RELEASOR expressly releases, waives, remises, and forever quitclaims Village and CIS Cook, LLC (the "OWNER"), from any and all right or claim, whether known or unknown, that RELEASOR now has: (i) to a lien of the Project or Project Site by virtue of applicable law, (ii) to any state or federal statutory bond right, (iii) to any private bond right, (iv) to any claim or demand for payment arising from or relating to the Agreement, and (v) to any rights under any similar ordinance, rule or statute related to claim or payment rights, that RELEASOR may now have on the Project against Village and OWNER for the above-referenced Task Order or Work Order, to the following extent.

This CONDITIONAL Waiver and Release covers the above progress payment and all labor, services, equipment and deliverables furnished to the Project Site or to Village or OWNER for the above-referenced Task Order or Work Order through _____ (the "Date") only and does not cover any retention, pending modifications and changes or items furnished after that Date or for other Task Order or Work Orders. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

RELEASOR DOES FURTHER WARRANT that it has timely completed all Work relating to any and all payments received to date in accordance with the Agreement and Contract Documents; that it has not assigned or attempted to assign its Agreement for this Project; that it has the right to execute this Waiver and Release; that it has fully paid or otherwise made satisfaction for any Work ordered by it and deliverables furnished to it; and, that none of those performing or furnishing said Work has any claim, demand or lien against the Project through the date of this Waiver and Release; and further, that no chattel mortgages, conditional bills of sale, retention of title agreements or security agreements have been given or executed in connection with any deliverables delivered to or installed in the Project by RELEASOR and that the title thereto has been duly transferred to the Village and/or OWNER.

RELEASOR understands and agrees that this document waives and releases rights conditionally and states that it has been paid for giving up those rights. This document is enforceable against RELEASOR upon execution.

Unless otherwise defined in this Exhibit, each capitalized term used in this Exhibit shall have the meaning given to such term in the Agreement.

NAME OF COMPANY (RELEASOR)

DATE: _____

(Signature of Authorized Officer)

By: _____

Its: _____

I, _____, as a duly authorized and qualified representative of the RELEASOR, under oath state and affirm that I have read the foregoing instrument and know the contents set forth herein are accurate and true; and that the statements therein contained are true and accurate.

Subscribed and sworn before me by _____ this _____ day of _____, 20____.

My commission expires: _____

Notary Public

Schedule C - Unconditional Lien Waiver

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Construction Agreement _____ ("Agreement")
Task Order No. _____ ("Task Order")

THIS IS TO CERTIFY that the undersigned _____ ("RELEASOR") for the Work on the Task Order as part of the Grand Avenue Corridor ("Project") has received prior progress payments in the amount of \$ _____ for certain labor, services, equipment and material furnished to the Project by RELEASOR, which progress payment was made by Village of Franklin Park (the "Village"), from funds previously paid by the Village to CIS Cook, LLC (the "OWNER").

NOW, THEREFORE, for and in consideration of \$ _____ .00, and other valuable consideration, RELEASOR unconditionally releases, waives, remises, and forever quitclaims Village and OWNER from any and all right or claim, whether known or unknown, that it now has: (i) to a lien of the Project or Project Site by virtue of applicable law, (ii) to any state or federal statutory bond right, (iii) to any private bond right, (iv) to any claim or demand for payment arising from or relating to the Agreement, and (v) to any rights under any similar ordinance, rule or statute related to claim or payment rights, that RELEASOR may now have on the Project against Village and OWNER for the above-referenced Task Order or Work Order, to the following extent.

This UNCONDITIONAL Waiver and Release covers the above prior progress payment(s) and all labor, services, equipment and deliverables furnished to the Project Site or to Village or OWNER for the above-referenced Task Order or Work Order through _____ (the "Date") only and does not cover any retention, pending modifications and changes or items furnished after that Date or for other Task Orders or Work Orders.

RELEASOR DOES FURTHER WARRANT that it has timely completed all Work relating to any and all payments received to date in accordance with the Agreement and Contract Documents; that it has not assigned or attempted to assign its Agreement for this Project; that it has the right to execute this Waiver and Release; that it has fully paid or otherwise made satisfaction for any Work ordered by it and deliverables furnished to it for the above-referenced Task Order or Work Order and all such prior work; and, that none of those performing or furnishing said Work for the above-referenced Task Order or Work Order and all such prior work has any claim, demand or lien against the Project through the date of this Waiver and Release; and further, that no chattel mortgages, conditional bills of sale, retention of title agreements or security agreements have been given or executed in connection with any deliverables delivered to or installed in the Project by RELEASOR for the above-referenced Task Order or Work Order and all such prior work and that the title thereto has been duly transferred to the Village and/or OWNER.

RELEASOR understands and agrees that this document waives and releases rights unconditionally and forever, and states that it has been paid for giving up those rights. This document is enforceable against RELEASOR upon execution.

Unless other defined in this Exhibit, each capitalized term used in this Exhibit shall have the meaning given to such term in the Agreement.

NAME OF COMPANY (RELEASOR)

DATE: _____

(Signature of Authorized Officer)

By: _____

Its: _____

I, _____, as a duly authorized and qualified representative of the RELEASOR, under oath state and affirm that I have read the foregoing instrument and know the contents set forth herein are accurate and true; and that the statements therein contained are true and accurate.

Subscribed and sworn before me by _____ this _____ day of _____, 20____.

My commission expires: _____

Notary Public

Schedule D – Permitted Uses and Work Budget

For reimbursement up to the Funding Amount for labor and materials for the construction of the Grand Avenue Corridor Project as described in **Schedule E**. All itemized invoices will be sent to the Funder by the Recipient using the G702-G703 as provided for in **Schedule A**.

Schedule E – Work Summary, Goals and Metrics

Recipient will use the funds as directed by the Funder to:

- Implement landscaping for green medians along a 0.6-mile stretch of Grand Avenue from Scott Street to 25th Avenue.
- Install lighting along the 0.6-mile stretch of Grand Avenue Corridor from Scott Street to 25th Avenue (see proposed locations below).
- Relocate the existing traffic/pedestrian signal on the northeast corner of Grand Avenue and Scott Street outside of the path of the existing ramp.

Recipient will design all these scope items and implement as much as we can with the funds available. Recipient will coordinate with the Funder to decide how to allocate up to the available Funding Amount once the bid tabs are received.

Proposed locations for streetlights:











Franklin Park

Prepared For: Mark Cwik and Mike Saeli

224-545-0529

mcwik@voftp.com msaeli@voftp.com

Vehicle: [Fleet] 2026 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box



Vehicle: [Fleet] 2026 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (Complete)

Quote: Franklin Park F350

Quote Worksheet

Base Price	MSRP
Dest Charge	\$49,770.00
Total Options	\$2,595.00
	\$5,975.00
	Subtotal
Ford Govt discount	\$58,340.00
PNF discount	(\$3,300.00)
	(\$1,500.00)
	Subtotal Pre-Tax Adjustments
Less Customer Discount	(\$4,800.00)
	(\$1,000.00)
	Subtotal Discount
Trade-In	(\$1,000.00)
	Subtotal Trade-In
	\$0.00
	Taxable Price
Sales Tax	\$52,540.00
	Subtotal Taxes
L&T	\$0.00
	Subtotal Post-Tax Adjustments
	\$173.00
	Total Sales Price
	\$52,713.00

 Dealer Signature / Date

 Customer Signature / Date

Vehicle: [Fleet] 2026 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (Complete)

Quote: Franklin Park F350

Selected Model and Options

MODEL

CODE	MODEL	MSRP
F3B	2026 Ford Super Duty F-350 SRW XL 4WD Reg Cab 8' Box	\$49,770.00

COLORS

CODE	DESCRIPTION
Z1	Oxford White

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
44F	Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)	0.00 lbs	0.00 lbs	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
610A	Order Code 610A	0.00 lbs	0.00 lbs	\$0.00

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
X3E	Electronic-Locking w/3.73 Axle Ratio	0.00 lbs	0.00 lbs	\$430.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
64F	Wheels: 18" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	0.00 lbs	0.00 lbs	\$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 26688. Data updated Oct 9, 2025 6:47:00 PM PDT

Vehicle: [Fleet] 2026 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (Complete)

Quote: Franklin Park F350

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
TDX	Tires: LT275/70R18E BSW A/T (4) -inc: Spare may not be the same as road tire	-32.00 lbs	37.00 lbs	\$265.00

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z1	Oxford White	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	0.00 lbs	0.00 lbs	\$100.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
874	360-Degree Camera Package -inc: wired auxiliary trailer camera compatibility, Rear Parking Sensors, reverse brake assist, LED Center High-Mounted Stop Lamp (CHMSL) Camera, LED center high-mounted stop lamp (CHMSL), 360-Degree Camera, picture in picture capability, BLIS w/Cross-Traffic Alert, trailer coverage	0.00 lbs	0.00 lbs	\$1,150.00
96D	XL Driver Assist Package -inc: Pre-Collision Assist, Automatic Emergency Braking (AEB) and forward collision warning, Automatic High Beam	0.00 lbs	0.00 lbs	\$730.00
96V	XL Chrome Package -inc: 4 pickup box tie-down plates, Halogen Fog Lamps, Bright Chrome Hub Covers & Center Ornaments, Chrome Rear Step Bumper, Chrome Front Bumper	0.00 lbs	0.00 lbs	\$425.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 26688, Data updated Oct 9, 2025 6:47:00 PM PDT

Vehicle: [Fleet] 2026 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (Complete)

Quote: Franklin Park F350

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
473	Snow Plow Prep Package -inc: computer selected springs for snowplow application and tailgate delete cap kit, Note: restrictions apply; see supplemental reference or body builders layout book for details, May result in deterioration of ride quality when vehicle is not equipped w/snowplow, Dual battery (86M) recommended w/6.8L or 7.3L gasoline engines; see body builders layout book for details	0.00 lbs	0.00 lbs	\$350.00
52B	Trailer Brake Controller -inc: smart trailer tow connector	0.00 lbs	0.00 lbs	\$300.00
67B	410 Amp Dual Alternators -inc: 250 Amp + 160 Amp	0.00 lbs	0.00 lbs	\$215.00
86M	Dual AGM 68 AH Battery	0.00 lbs	0.00 lbs	\$210.00
—	GVWR: 11,400 lb Payload Package	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates and optional to all others	0.00 lbs	0.00 lbs	\$0.00
18B	Platform Running Boards	0.00 lbs	0.00 lbs	\$320.00
592	LED Roof Clearance Lights	0.00 lbs	0.00 lbs	\$150.00
85S	Tough Bed Spray-In Bedliner -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	0.00 lbs	0.00 lbs	\$625.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
43C	Pro Power Onboard - 400W -inc: 1 in-dash mounted outlet	0.00 lbs	0.00 lbs	\$225.00
66S	Upfitter Switches (6) -inc: Located in overhead console	0.00 lbs	0.00 lbs	\$250.00
76C	Exterior Backup Alarm (Pre-Installed)	0.00 lbs	0.00 lbs	\$230.00
Options Total		-32.00 lbs	37.00 lbs	\$5,975.00

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812 Draper Ave
Joliet, IL 60432
Sales Rep: Jerry LaCorte
Ph: (708) 968-8288
www.MonroeTruck.com

J.O. #

Quotation ID: 4JB1000630-1
Date: 11/4/2025
Valid thru: 12/4/2025
Terms: NET 30
Quoted by: Jaclyn Bojovic
Ph/Fax: 815-714-8940 /

Quoted to:

FRANKLIN PARK, VILLAGE OF (ATTN:)
9500 W. BELMONT AVENUE
FRANKLIN PARK, IL 60131
Ph: 847-671-4800 / Fax: 847-671-0221
Email:

Chassis Information

Year: 2025	Make: FORD	Model: F-350	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 56.0	CT: -1.0	Wheelbase: 142.0	F.O. Number #:
		Engine: GAS		Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description

- BOSS 8'2" STEEL V-DXT PLOW
- SMARTRHITCH 2
- BOSS JOYSTICK CONTROLLER
- SL3 L.E.D. LIGHTING W/ ICE SHIELD TECHNOLOGY
- SMARTSHIELD
- SMARTLOCK CYLINDERS
- HIGH-PERFORMANCE HYDRAULIC PACKAGE
- ENCLOSED HYDRAULICS
- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM
- DUAL TRIP DESIGN
- REINFORCED MOLDBOARD WITH FLARED WINGS
- HEAVY-DUTY PUSH FRAME
- HIGH PERFORMANCE POWER-V CUTTING EDGE & BOLT KIT
- RUBBER SNOW DEFLECTOR
- REMOVABLE HEADREST MOUNT FOR BOSS JOYSTICK CONTROLLER
- INSTALLED
- TWO-YEAR LIMITED WARRANTY

Amount

LIGHTS & ELECTRICAL:

- 54" WHELEN LIBERTY L.E.D. LIGHT BAR
- FULLY POPULATED
- DUO (AMBER/CLEAR)
- ALLEY LIGHTS
- TAKE-DOWN LIGHTS
- ARROW STICK INTEGRATED INTO REAR OF LIGHT BAR
- ***LIGHT BAR RUN OFF OEM SWITCH PANEL***

- (4) FOUR WHELEN L.E.D. IONS MOUNTED ON FRONT GRILL (AMBER/CLEAR WARNING LIGHTS)
- (2) TWO WHELEN L.E.D. IONS MOUNTED IN REAR BUMPER (AMBER/CLEAR WARNING LIGHTS)
- (2) TWO WHELEN L.E.D. IONS MOUNTED ON OUTSIDE DRIVER & PASSENGER MIRROR (AMBER/CLEAR WARNING LIGHTS)
- (4) FOUR WHELEN L.E.D IONS MOUNTED TO RUNNING BOARDS (AMBER/CLEAR WARNING LIGHTS)
- BACKUP ALARM 97DB.

TOOLBOX:

- WEATHER GUARD SADDLE BOX (ALUMINUM)
- FULL EXTRA WIDE
- SINGLE LID

TOMMY GATE, ALUMINUM, TWO-PIECE, G2 SERIES LIFTGATE (G2-60-134Z EA38)

- LOAD AREA: 55" WIDTH X 38" DEPTH W/ 6" TAPER
- 1,300 LB RATED LOAD CAPACITY
- ENCLOSED HYDRAULIC SYSTEM
- MOISTURE RESISTANT TOGGLE SWITCH

Description

- 150 AMP CIRCUIT BREAKER
- 90 SECOND DEACTIVATION TIMER (HELPS PREVENT UNAUTHORIZED USE)
- PRESSURE RELIEF VALVE (PREVENTS OPERATOR FROM OVERLOADING THE PLATFORM)
- L.E.D., 3-LIGHT, COMBINED S/T FUNCTION, BOLT-ON KIT FOR G2 SERIES (EACH SIDE)
- RELOCATE BACK UP CAMERA

Amount**Quote Total: \$33,681.00**

*** NOTICE: We are closely monitoring the tariff situation very carefully. Aebi Schmidt North America and its Monroe brand manufacture products in the United States, so the direct impact of current tariffs will be moderate. Although we make significant efforts to source components domestically, this is not always feasible. At this time, we cannot predict the potential cost increases that may arise through our supply chain or from further tariffs. We understand that this may raise concerns, and we want to assure you that we are working hard to minimize any impact on our customers and if cost increases need to be applied to existing or future orders, we will discuss these changes with our customers upfront.*

****Due to current market conditions, pricing is subject to change at time of upfit.*

Additional Options:**Description****Amount****Add to quote?
Yes / No****Terms & Conditions**

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. Out-of-state municipal entities may be subject to Wisconsin sales tax.
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	☐ Fleet	☐ Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	☐ MCO	☐ MSO			
Customer Signature:			Date of Acceptance:		

**General Terms and Conditions for the Sale of Goods
by Subsidiaries of ASH North America, Inc.**

Franklin Park

Prepared For: Mark Cwik and Mike Saeli

224-545-0529

mcwik@vofp.com msaeli@vofp.com

Vehicle: [Fleet] 2026 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box



Vehicle: [Fleet] 2026 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (Complete)

Quote: Franklin Park F350

Quote Worksheet

Base Price		MSRP
Dest Charge		\$49,770.00
Total Options		\$2,595.00
		\$5,975.00
	Subtotal	\$58,340.00
Ford Govt discount		(\$3,300.00)
PNF discount		(\$1,500.00)
	Subtotal Pre-Tax Adjustments	(\$4,800.00)
Less Customer Discount		(\$1,000.00)
	Subtotal Discount	(\$1,000.00)
Trade-In		\$0.00
	Subtotal Trade-In	\$0.00
	Taxable Price	\$52,540.00
Sales Tax		\$0.00
	Subtotal Taxes	\$0.00
L&T		\$173.00
	Subtotal Post-Tax Adjustments	\$173.00
	Total Sales Price	\$52,713.00

Dealer Signature / Date

Customer Signature / Date

Vehicle: [Fleet] 2026 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (Complete)

Quote: Franklin Park F350

Selected Model and Options

MODEL

CODE	MODEL	MSRP
F3B	2026 Ford Super Duty F-350 SRW XL 4WD Reg Cab 8' Box	\$49,770.00

COLORS

CODE	DESCRIPTION
Z1	Oxford White

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
44F	Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)	0.00 lbs	0.00 lbs	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
610A	Order Code 610A	0.00 lbs	0.00 lbs	\$0.00

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
X3E	Electronic-Locking w/3.73 Axle Ratio	0.00 lbs	0.00 lbs	\$430.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
64F	Wheels: 18" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2026 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (Complete)

Quote: Franklin Park F350

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
TDX	Tires: LT275/70Rx18E BSW A/T (4) -inc: Spare may not be the same as road tire	-32.00 lbs	37.00 lbs	\$265.00

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z1	Oxford White	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	0.00 lbs	0.00 lbs	\$100.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
874	360-Degree Camera Package -inc: wired auxiliary trailer camera compatibility, Rear Parking Sensors, reverse brake assist, LED Center High-Mounted Stop Lamp (CHMSL) Camera, LED center high-mounted stop lamp (CHMSL), 360-Degree Camera, picture in picture capability, BLIS w/Cross-Traffic Alert, trailer coverage	0.00 lbs	0.00 lbs	\$1,150.00
96D	XL Driver Assist Package -inc: Pre-Collision Assist, Automatic Emergency Braking (AEB) and forward collision warning, Automatic High Beam	0.00 lbs	0.00 lbs	\$730.00
96V	XL Chrome Package -inc: 4 pickup box tie-down plates, Halogen Fog Lamps, Bright Chrome Hub Covers & Center Ornaments, Chrome Rear Step Bumper, Chrome Front Bumper	0.00 lbs	0.00 lbs	\$425.00

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Vehicle: [Fleet] 2026 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box (Complete)

Quote: Franklin Park F350

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
473	Snow Plow Prep Package -inc: computer selected springs for snowplow application and tailgate delete cap kit, Note: restrictions apply; see supplemental reference or body builders layout book for details, May result in deterioration of ride quality when vehicle is not equipped w/snowplow, Dual battery (86M) recommended w/6.8L or 7.3L gasoline engines; see body builders layout book for details	0.00 lbs	0.00 lbs	\$350.00
52B	Trailer Brake Controller -inc: smart trailer tow connector	0.00 lbs	0.00 lbs	\$300.00
67B	410 Amp Dual Alternators -inc: 250 Amp + 160 Amp	0.00 lbs	0.00 lbs	\$215.00
86M	Dual AGM 68 AH Battery	0.00 lbs	0.00 lbs	\$210.00
—	GVWR: 11,400 lb Payload Package	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates and optional to all others	0.00 lbs	0.00 lbs	\$0.00
18B	Platform Running Boards	0.00 lbs	0.00 lbs	\$320.00
592	LED Roof Clearance Lights	0.00 lbs	0.00 lbs	\$150.00
85S	Tough Bed Spray-In Bedliner -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	0.00 lbs	0.00 lbs	\$625.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
43C	Pro Power Onboard - 400W -inc: 1 in-dash mounted outlet	0.00 lbs	0.00 lbs	\$225.00
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Ph: 847-671-4800 / Fax: 847-671-0221
Email:

Chassis Information

Year: 2026	Make: FORD	Model: F-350	Chassis Color:	Cab Type: REGULAR
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			F.O. Number #:	Vin:

Notes:

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- DUO (AMBER/CLEAR)
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- (4) FOUR WHELEN L.E.D. IONS MOUNTED ON THE RUNNING BOARDS (AMBER/CLEAR WARNING LIGHTS)

- ROAD WATCH
- BACKUP ALARM 97DB.

TOOLBOX:

- WEATHER GUARD SADDLE BOX (ALUMINUM)
- FULL EXTRA WIDE
- SINGLE LID

Quote Total: \$26,902.00

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