

**VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
03.16.2026**

<u>Payroll Ending 03.07.2026</u>	<u>3.13.2026</u>	<u>TOTALS</u>
Village Portion of Social Security Reg Payroll	13,646.41	
Village Portion of Medicare Payroll	8,290.13	
Payroll Gross Wages	<u>605,014.39</u>	
Total Payroll Expense	626,950.93	\$ 626,950.93
<u>Manual Checks & Wires</u>		
Manual Checks	<u>105,446.00</u>	
Total Manual Checks		\$ 105,446.00
<u>ACH Debits</u>		
Health Insurance Premium	0.00	
City of Chicago (Water Payment)	<u>0.00</u>	
Total ACH Debits		\$ -
Payable Vouchers		
Payable Voucher 03-20-2026	<u>1,561,843.89</u>	
Total Payable Vouchers		\$ <u>1,561,843.89</u>
Grand Total Payments		\$ 2,294,240.82

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
 Printed: 03/12/2026 - 12:07PM
 Batch: 00220.03.2026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 5861 INV1057433	1000BULBS.COM Bulbs	524.89	03/20/2026	Check Sequence: 1 10-20-52600	ACH Enabled: False
	Check Total:	524.89			
Vendor: 3443 PSI854951	1ST AYD CORPORATION Supplies	1,093.41	03/20/2026	Check Sequence: 2 10-90-62680	ACH Enabled: False
	Check Total:	1,093.41			
Vendor: 5002 38237	34 PUBLISHING, INC. Design services for March2026 newsletter	450.00	03/20/2026	Check Sequence: 3 10-01-51880	ACH Enabled: False
	Check Total:	450.00			
Vendor: 1263 157624/1	ACE HARDWARE - ADMIN Spray paint for inspections	7.56	03/20/2026	Check Sequence: 4 10-13-52960	ACH Enabled: False
	Check Total:	7.56			
Vendor: 1260 157506/1 157570/1	ACE HARDWARE - SEWER & WATER Rope, bungee, tarp, contractor bags Sand sponges, paint brushes, wall scrapers, paint	107.29 412.38	03/20/2026 03/20/2026	Check Sequence: 5 34-01-62680 34-01-62680	ACH Enabled: False
	Check Total:	519.67			
Vendor: 4849 01_519784	Acme Truck Brake Air spring plastic base & quick union #219	131.60	03/20/2026	Check Sequence: 6 08-01-50034	ACH Enabled: False
	Check Total:	131.60			
Vendor: 3364 1245111-02-2026	ADP SCREENING & SELECTION Monthly screening services Feb2026	32.32	03/20/2026	Check Sequence: 7 10-60-60000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	32.32			
Vendor: 4590 3013133551 Feb2	AEP ENERGY 0 N Belmont 3013133551 1/12-2/10/26	561.19	03/20/2026	Check Sequence: 8 19-01-62330	ACH Enabled: False
	Check Total:	561.19			
Vendor: 3050 231206	AIR ONE EQUIPMENT, INC. SCBA decontamination	40.00	03/20/2026	Check Sequence: 9 10-30-50800	ACH Enabled: False
	Check Total:	40.00			
Vendor: 0149 828005 828323 828323	AL PIEMONTE FORD SALES, INC. Hose, valve, gasket #873 Fuel filters- 6.7 L engines Oil filters -6.7 L engines	399.02 204.52 392.64	03/20/2026 03/20/2026 03/20/2026	Check Sequence: 10 08-01-50020 08-01-50090 08-01-50090	ACH Enabled: False
	Check Total:	996.18			
Vendor: 0010 105291	ALEXANDER CHEMICAL CORPORATION Chlorine	94.50	03/20/2026	Check Sequence: 11 34-01-62880	ACH Enabled: False
	Check Total:	94.50			
Vendor: 3495 223883	ALEXANDER EQUIPMENT COMPANY Ear muffs, kasks, notch felling wedges	907.25	03/20/2026	Check Sequence: 12 10-90-82630	ACH Enabled: False
	Check Total:	907.25			
Vendor: UB*00728	ALICJA M SROKA ASSOCIATE Refund Check 066995-000, 9836 FRANKLIN Refund Check 066995-000, 9836 FRANKLIN	4.68 16.11	02/19/2026 02/19/2026	Check Sequence: 13 34-00-20100 34-00-20100	ACH Enabled: False
	Check Total:	20.79			
Vendor: 1634 120793	ALPHA PRIME COMMUNICATIONS Endura 12 unit charges and battery	1,306.40	03/20/2026	Check Sequence: 14 10-90-82630	ACH Enabled: False
	Check Total:	1,306.40			
Vendor: 3832	AT&T			Check Sequence: 15	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
8209612113	Franklin Park water tower Feb	743.58	03/20/2026	10-02-51200	
	Check Total:	743.58			
Vendor: 5242	AT&T			Check Sequence: 16	ACH Enabled: False
847233022302	Alarm circuits and multiple single lines for Feb	60.03	03/20/2026	10-02-51200	
847233053702	Multiple single line charges PD for Feb	80.38	03/20/2026	10-02-51200	
847451203102	Multiple dept single line charges- Jan	135.63	03/20/2026	10-02-51200	
847671155602	Alarm circuits and multiple single lines for Jan	121.85	03/20/2026	10-02-51200	
	Check Total:	397.89			
Vendor: 7509	AT&T MOBILITY			Check Sequence: 17	ACH Enabled: False
287360271129x02	Multiple single line charges- Feb	457.50	03/20/2026	10-02-51200	
	Check Total:	457.50			
Vendor: 3425	B&K EQUIPMENT COMPANY			Check Sequence: 18	ACH Enabled: False
S-INVP-003835	Fuel station monthly inspections (March2026-Feb	1,496.00	03/20/2026	08-01-53000	
	Check Total:	1,496.00			
Vendor: 2763	BAXTER & WOODMAN			Check Sequence: 19	ACH Enabled: False
0282516	Final invoice for Grand and George	10,954.00	03/20/2026	65-10-88000	
	Check Total:	10,954.00			
Vendor: 0925	BELLWOOD ELECTRIC MOTORS, INC.			Check Sequence: 20	ACH Enabled: False
3457	To work on pump #3 at Fullerton lift station	4,200.00	03/20/2026	34-02-50940	
3458	To work on pump #2 at 17th Ave	4,100.00	03/20/2026	34-02-50940	
3459	To work on float switches at 17th Ave lift station	3,800.00	03/20/2026	34-02-50940	
3460	Install new SS threaded studs with hardware	3,800.00	03/20/2026	34-01-50940	
3463	To replace pump #2 valves flap at Scotts lift stati	5,700.00	03/20/2026	34-02-50940	
3465	Rewind class H insulation, new scals, rings, oil	7,200.00	03/20/2026	34-02-50940	
	Check Total:	28,800.00			
Vendor: 4123	BIG JIM INC			Check Sequence: 21	ACH Enabled: False
1380	Senior Snow removal 8 @ \$60 each 1/30-1/31/20	480.00	03/20/2026	10-18-60000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	480.00			
Vendor: 2804	Chicago Parts & Sound Enterprises			Check Sequence: 22	ACH Enabled: False
40V0108078	2 batteries 94R #squad cars	393.90	03/20/2026	10-20-50300	
40V0108078	2 batteries 31S #fleet trucks	290.00	03/20/2026	34-01-50100	
	Check Total:	683.90			
Vendor: 4252	CHICAGO SPENCE TOOL & RUBBER			Check Sequence: 23	ACH Enabled: False
1310660-01	Flat washers	711.30	03/20/2026	10-90-62610	
	Check Total:	711.30			
Vendor: 3643	COMCAST			Check Sequence: 24	ACH Enabled: False
263557063	Dedicated internet and network services- Feb	6,640.75	03/20/2026	10-02-51200	
	Check Total:	6,640.75			
Vendor: 3644	COMCAST			Check Sequence: 25	ACH Enabled: False
0141239Feb26	Cable TV for streets for March	4.62	03/20/2026	10-02-51200	
0167317Feb26	Cable services PD	145.80	03/20/2026	10-20-52600	
	Check Total:	150.42			
Vendor: 5257	COMED			Check Sequence: 26	ACH Enabled: False
2101662000Feb26	9535 Belmont 2101662000 1/17-2/17/26	8,307.17	03/20/2026	34-01-62800	
3604055000Feb26	3200 Sarah 3604055000 1/17-2/17/26	407.88	03/20/2026	10-50-62330	
4123337000Feb26	3200 Mannheim 4123337000 1/17-2/17/26	65.31	03/20/2026	10-50-62330	
	Check Total:	8,780.36			
Vendor: 7706	COMFORT SOLUTION HVAC			Check Sequence: 27	ACH Enabled: False
1774	Relay replacement for HVAC units at 9501 Belm	639.00	03/20/2026	10-90-62590	
1775	Replacement of line voltage thermostat	230.00	03/20/2026	34-01-89400	
	Check Total:	869.00			
Vendor: 0521	COMMERCIAL TIRE SERVICE			Check Sequence: 28	ACH Enabled: False
1110206026	Parts and labor (1 tire) sweeper#2	661.34	03/20/2026	09-01-64000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	661.34			
Vendor: 1331	COMPASS MINERALS			Check Sequence: 29	ACH Enabled: False
1632982	Purchase of salt	15,778.56	03/20/2026	19-01-62650	
1633620	Purchase of Deicing rock salt	11,282.88	03/20/2026	19-01-62650	
	Check Total:	27,061.44			
Vendor: 2085	COMPCOREPRO			Check Sequence: 30	ACH Enabled: False
3301	Monthly service agreement March2026	1,000.00	03/20/2026	10-32-57000	
	Check Total:	1,000.00			
Vendor: 3302	CORE & MAIN LP			Check Sequence: 31	ACH Enabled: False
Y570305	Copper	4,304.00	03/20/2026	34-01-88910	
	Check Total:	4,304.00			
Vendor: 1337	CORPORATE BUSINESS CARDS, LTD			Check Sequence: 32	ACH Enabled: False
347162	February 2026 newsletters	2,352.06	03/20/2026	10-01-51880	
347379	Business cards NW Feb2026	45.30	03/20/2026	10-60-50400	
	Check Total:	2,397.36			
Vendor: 1071	COZEN O'CONNOR			Check Sequence: 33	ACH Enabled: False
15013143	Lobbyist services March2026	7,500.00	03/20/2026	10-12-67560	
	Check Total:	7,500.00			
Vendor: 3093	DOBSON ENTERTAINMENT, INC			Check Sequence: 34	ACH Enabled: False
4882	Social Media video- Avoid Rats in the Neighborl	1,375.00	03/20/2026	10-01-51880	
	Check Total:	1,375.00			
Vendor: 5532	DOOR SYSTEMS			Check Sequence: 35	ACH Enabled: False
965019	Station #3 garage door repair	1,288.00	03/20/2026	10-30-62060	
	Check Total:	1,288.00			
Vendor: 3026	DYNEGY ENERGY SERVICES			Check Sequence: 36	ACH Enabled: False
030000742276	9400 Grand	331.89	03/20/2026	10-50-62330	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
030000742276	9540 Addison	70.29	03/20/2026	10-50-62330	
030000742276	Additional charges	84.83	03/20/2026	10-50-62330	
030000742276	2401 Scott	219.60	03/20/2026	10-50-62330	
030000742276	11400 Copenhagen	406.79	03/20/2026	34-02-62800	
030000742276	9364 Franklin	168.29	03/20/2026	10-50-62330	
030000742276	11201 Taft	67.90	03/20/2026	34-02-62800	
030000742276	129 West Manor	1,139.08	03/20/2026	34-02-62800	
030000742276	0 Franklin Ave	702.73	03/20/2026	10-50-62330	
030000742276	9229 Grand	237.36	03/20/2026	34-02-62800	
030000742276	2998 Hart	91.44	03/20/2026	34-02-62800	
030000742276	0 17th Ave	142.62	03/20/2026	34-02-62800	
	Check Total:	3,662.82			
Vendor: 1755	E. HOFFMAN, INC.			Check Sequence: 37	ACH Enabled: False
32182	Mixed load spoils hauled out	3,190.00	03/20/2026	34-01-62860	
32182	Mixed load spoils hauled out	3,190.00	03/20/2026	34-02-63070	
	Check Total:	6,380.00			
Vendor: 5498	EFAX CORPORATE			Check Sequence: 38	ACH Enabled: False
5913593	Efax software for HR- Feb	34.99	03/20/2026	10-02-54200	
	Check Total:	34.99			
Vendor: 3829	ELECTRICAL SYSTEMS, INC.			Check Sequence: 39	ACH Enabled: False
11471	Prep & demo for panel replacement at King Street	4,651.20	03/20/2026	34-01-82980	
11472	Install new 208V panel at King Street pump	3,906.92	03/20/2026	34-01-82980	
	Check Total:	8,558.12			
Vendor: 6002	ELECTRONIC SECURITY SOLUTIONS, INC.			Check Sequence: 40	ACH Enabled: False
ESS3756	Service & maint March2026	350.00	03/20/2026	41-01-63220	
	Check Total:	350.00			
Vendor: 3278	ELEVATOR INSPECTION SERVICES			Check Sequence: 41	ACH Enabled: False
00363789	Inspections for Digital Realty; 2550 Martens	160.00	03/20/2026	10-13-60550	
00363805	Three elevator inspections for annual insp Villag	128.00	03/20/2026	10-13-60550	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	288.00			
Vendor: 4446 34360	EMERGENCY VEHICLE SERVICE INC Repairs T-2	1,163.32	03/20/2026	Check Sequence: 42 10-30-50110	ACH Enabled: False
	Check Total:	1,163.32			
Vendor: 3210 03062026	ENTERTAINMENT MANAGEMENT GROUP Down payment Entertainment for Fest 2026	22,500.00	03/20/2026	Check Sequence: 43 10-61-69561	ACH Enabled: False
	Check Total:	22,500.00			
Vendor: 5866 030426	E-TECH TRADING , LLC Electronic recycling	997.20	03/20/2026	Check Sequence: 44 09-01-64000	ACH Enabled: False
	Check Total:	997.20			
Vendor: 2059 159953-49	EXP US SERVICES Franklin Ave Phase II Engineering 8/30/25-11/1/	22,459.74	03/20/2026	Check Sequence: 45 65-10-54100	ACH Enabled: False
	Check Total:	22,459.74			
Vendor: 4788 0545871 0546118	FERGUSON WATERWORKS #2516 Mach10 CFs Couplings	7,694.36 57.83	03/20/2026 03/20/2026	Check Sequence: 46 34-01-62835 34-01-62835	ACH Enabled: False
	Check Total:	7,752.19			
Vendor: 0081 14629 14630 14631 14632	FRANKLIN PARK PLUMBING CO., INC. Excavation and replacement of lead water service Replace water service from lead to b-box Excavation and installation of 1" copper Excavation in street at main, tap main for new cc	7,980.00 8,410.00 7,965.00 8,052.00	03/20/2026 03/20/2026 03/20/2026 03/20/2026	Check Sequence: 47 34-01-88910 34-01-88910 34-01-88910 34-01-88910	ACH Enabled: False
	Check Total:	32,407.00			
Vendor: 6062 6073 6076	GBJ SALES, LLC Gloves Wall mounted hose reels	873.95 622.45	03/20/2026 03/20/2026	Check Sequence: 48 10-90-62680 34-01-62590	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,496.40			
Vendor: 3082 030926	LUDY GERARDI Deposit for 2 facepainters for Fest 06.13.26	100.00	03/20/2026	Check Sequence: 49 10-61-69561	ACH Enabled: False
	Check Total:	100.00			
Vendor: 7590 07-5087106 R 08-5002420	GFT INC Additional billing for engineering (revised)- 11/2 Preliminary engineering -Underpass- 1/1/26-1/26	13,579.66 100,924.36	03/20/2026 03/20/2026	Check Sequence: 50 65-10-87000 65-10-87000	ACH Enabled: False
	Check Total:	114,504.02			
Vendor: 5200 9821019438 9822458114 9823817573 9825981237 9825981245	GRAINGER Garden hose, fire hose nozzles Drwr cables Hard hat type 1 class SKT wrch st, 6pt Drill kit, battery, cordless hammer drill, wrch st	307.30 218.65 34.88 472.90 834.45	03/20/2026 03/20/2026 03/20/2026 03/20/2026 03/20/2026	Check Sequence: 51 10-90-82630 34-01-82840 34-02-60600 10-90-82630 10-90-82630	ACH Enabled: False
	Check Total:	1,868.18			
Vendor: 5199 220185	GRANICUS Annual FOIA module services	3,133.85	03/20/2026	Check Sequence: 52 10-18-80400	ACH Enabled: False
	Check Total:	3,133.85			
Vendor: 1555 48232 48291	H&H ELECTRIC COMPANY Upgrade Railroad controller Traffic signal maint- various locations	12,193.17 1,177.67	03/20/2026 03/20/2026	Check Sequence: 53 10-90-62690 10-90-62690	ACH Enabled: False
	Check Total:	13,370.84			
Vendor: 2022 PS-I0017155	HASTINGS AIR-ENERGY CONTROL, INC. Station 2 plymovent repair	395.00	03/20/2026	Check Sequence: 54 10-30-62050	ACH Enabled: False
	Check Total:	395.00			
Vendor: 5550 GEMTFY26Q2-100	HFS BUREAU OF FISCAL OPERATIONS- GEMT GEMT payment per IGA/ordinance	153,718.72	03/20/2026	Check Sequence: 55 10-30-62145	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	153,718.72			
Vendor: 1929	HOLIDAY OUTDOOR DECOR.			Check Sequence: 56	ACH Enabled: False
INV23416	LED lights	1,548.00	03/20/2026	10-61-69580	
INV23423	LED rope lighting	499.20	03/20/2026	10-61-69580	
	Check Total:	2,047.20			
Vendor: 1860	ILLINOIS COUNTIES RISK MANAGEMENT TRUST			Check Sequence: 57	ACH Enabled: False
S-INV008589	Property & Liability Premium March2026	130,348.25	03/20/2026	10-32-62190	
S-INV008590	Work Comp Premium March2026	70,953.25	03/20/2026	10-32-62200	
	Check Total:	201,301.50			
Vendor: 5920	IMAGING SPRECTRUM INC			Check Sequence: 58	ACH Enabled: False
INV62745	Media for FASTID CZ prints	528.37	03/20/2026	10-18-80600	
	Check Total:	528.37			
Vendor: 2084	J.G. UNIFORMS			Check Sequence: 59	ACH Enabled: False
158828	Vest	1,095.00	03/20/2026	10-20-54000	
	Check Total:	1,095.00			
Vendor: 4909	JC SZABO & ASSOCIATES			Check Sequence: 60	ACH Enabled: False
139	Consulting services Feb2026	800.00	03/20/2026	10-72-62557	
	Check Total:	800.00			
Vendor: 1534	JKS VENTURES, INC.			Check Sequence: 61	ACH Enabled: False
213760	Limestone	5,341.06	03/20/2026	34-02-63070	
	Check Total:	5,341.06			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 62	ACH Enabled: False
5305	Replacement of reinforced street opening due to	3,580.00	03/20/2026	34-01-62860	
5306	Replacement of reinforced street opening	2,570.00	03/20/2026	34-01-62860	
5309	Replacement of reinforced curb w a street drain	4,880.00	03/20/2026	34-02-63070	
5310	Replacement of reinforced street opening due to	3,930.00	03/20/2026	34-01-62860	
5311	Replacement of reinforced curb with street drain	5,550.00	03/20/2026	34-02-63070	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
5312	Replacement of reinforced driveway apron	3,200.00	03/20/2026	34-01-62860	
	Check Total:	23,710.00			
Vendor: 5590 23500	LARRY'S PLUMBING & ELECTRICAL GENERAL Leaking faucet; switched it out	737.00	03/20/2026	Check Sequence: 63 10-20-52600	ACH Enabled: False
	Check Total:	737.00			
Vendor: 1507 022126 022126	LAWRENCE ANDOLINO Adjudication services, Feb2026 Adjudication services, Feb2026	1,500.00 1,500.00	03/20/2026 03/20/2026	Check Sequence: 64 10-20-40515 10-13-40515	ACH Enabled: False
	Check Total:	3,000.00			
Vendor: 3819 19860682	LEAF Copier rental for March	1,322.31	03/20/2026	Check Sequence: 65 10-02-80001	ACH Enabled: False
	Check Total:	1,322.31			
Vendor: 7078 2605103 3602790 3612223 3619742 3622065 3624410 3624411	LECHNER SERVICES Carpet service Carpet service Carpet service Carpet service Carpet service Carpet service Carpet service	32.20 32.20 32.20 32.20 79.75 32.20 79.75	03/20/2026 03/20/2026 03/20/2026 03/20/2026 03/20/2026 03/20/2026 03/20/2026	Check Sequence: 66 10-20-52600 10-20-52600 10-20-52600 10-20-52600 10-13-52800 10-20-52600 10-13-52800	ACH Enabled: False
	Check Total:	320.50			
Vendor: 2029 46963 46963 46963	LUBE SQUAD OF ILLINOIS LLC 5W-30 Synthetic blend PD vehicles 5W-30 Synthetic blend PW vehicles 5W-30 Synthetic blend FD vehicles	649.52 81.19 81.19	03/20/2026 03/20/2026 03/20/2026	Check Sequence: 67 10-20-50300 10-90-50100 10-30-50100	ACH Enabled: False
	Check Total:	811.90			
Vendor: 0059 46172	M.E. SIMPSON, CO., INC. Conducted leak location services for 3207 Scott	865.00	03/20/2026	Check Sequence: 68 34-01-62860	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	865.00			
Vendor: 0947 03012026	MAREN RONAN, LTD Lobbyist services March2026	6,000.00	03/20/2026	Check Sequence: 69 10-12-67560	ACH Enabled: False
	Check Total:	6,000.00			
Vendor: 2432 70167	MCCONNELL JONES LLP Professional services for audit FY2025	900.00	03/20/2026	Check Sequence: 70 51-01-57000	ACH Enabled: False
70167	Professional services for audit FY2025	900.00	03/20/2026	50-01-57000	
70167	Professional services for audit FY2025	900.00	03/20/2026	43-01-57000	
70167	Professional services for audit FY2025	16,200.00	03/20/2026	34-02-52400	
70167	Professional services for audit FY2025	900.00	03/20/2026	42-01-57000	
70167	Professional services for audit FY2025	900.00	03/20/2026	40-01-57000	
70167	Professional services for audit FY2025	900.00	03/20/2026	49-01-57000	
70167	Professional services for audit FY2025	31,400.00	03/20/2026	10-33-52400	
	Check Total:	53,000.00			
Vendor: 1438 59991827	McMaster-Carr Supply Co. Resistant suction water hose	454.64	03/20/2026	Check Sequence: 71 10-90-88860	ACH Enabled: False
	Check Total:	454.64			
Vendor: 3238 716025	MEADE, INC. Relamped bad beacons at Grand Ave & Mt Prosp	415.45	03/20/2026	Check Sequence: 72 10-90-62690	ACH Enabled: False
	Check Total:	415.45			
Vendor: 0131 10041	MENARDS MELROSE PARK Tile edge cut, 12x6 sidewall	150.55	03/20/2026	Check Sequence: 73 10-90-62590	ACH Enabled: False
10521	Bench grinder, roller seat, trash bags	155.93	03/20/2026	10-90-62070	
10673	Ceramic tower heaters, Xtra plus	311.92	03/20/2026	34-01-62070	
9962	LED Mvstrp, blank covers, canless, red wingnuts	539.92	03/20/2026	10-90-62590	
	Check Total:	1,158.32			
Vendor: 5553 FPPM-26	METRO STRATEGIES Proj Mgmt support Wolf & Addison Dec2025	1,948.00	03/20/2026	Check Sequence: 74 65-10-84500	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
FPPM-26	Proj Mgmt support Franklin Ave Dec2025	740.50	03/20/2026	65-10-82820	
FPPM-26	Proj Mgmt support Grand & George Dec2025	273.50	03/20/2026	65-10-88000	
FPPM-27	Proj Mgmt support Franklin Ave Jan2026	184.50	03/20/2026	65-10-82820	
FPPM-27	Proj Mgmt support Wolf & Addison Jan2026	184.50	03/20/2026	65-10-84500	
FPPM-27	Proj Mgmt support Grand & George Jan2026	861.00	03/20/2026	65-10-88000	
FPUP-05	Proj Mgmt support 11/1/25-12/31/25	805.00	03/20/2026	65-10-87000	
FPUP-06	Proj Mgmt support 1/1/26-1/23/26	615.00	03/20/2026	65-10-87000	
	Check Total:	5,612.00			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 75	ACH Enabled: False
261731A	Repair clamps 6"x30" (4)	3,539.00	03/20/2026	34-01-62860	
261985A	Repair clamps, 3/4 in bits	3,040.24	03/20/2026	34-01-62860	
261985A-1	Repair clamp	257.11	03/20/2026	34-01-62860	
	Check Total:	6,836.35			
Vendor: 2488	MOHR OIL COMPANY			Check Sequence: 76	ACH Enabled: False
463173	Fuel	2,235.63	03/20/2026	10-30-50200	
463173	Fuel	1,988.55	03/20/2026	10-90-50200	
463173	Fuel	2,382.52	03/20/2026	34-01-50200	
463173	Fuel	15,336.88	03/20/2026	10-20-50200	
463173	Fuel	314.74	03/20/2026	10-13-50200	
	Check Total:	22,258.32			
Vendor: 2106	MUNICIPAL MANAGEMENT SERVICES, INC.			Check Sequence: 77	ACH Enabled: False
26-53712	March 2026 services	26,247.44	03/20/2026	10-20-60400	
	Check Total:	26,247.44			
Vendor: 1356	National Power Rodding Corp			Check Sequence: 78	ACH Enabled: False
674.25.2	2025 Sewer cleaning & inspection (12/1/25-2/6/26)	105,710.90	03/20/2026	34-02-83191	
	Check Total:	105,710.90			
Vendor: 3150	NATIONAL TESTING NETWORK			Check Sequence: 79	ACH Enabled: False
28218	Psychological Evaluation services- FD	1,300.00	03/20/2026	10-40-62270	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,300.00			
Vendor: 4521	NICOR			Check Sequence: 80	ACH Enabled: False
00421665753 Feb	9800 Franklin 00421665753 1/23-2/24/26	77.55	03/20/2026	10-90-62940	
21793372844 Feb	3204 Rose 21793372844 1/23-2/24/26	562.97	03/20/2026	10-90-62940	
45671900004 Feb	9535 Belmont 45671900004 1/23-2/24/26	358.41	03/20/2026	34-01-62940	
50771900003 Feb	9300 Belmont 50771900003 1/23-2/24/26	2,427.03	03/20/2026	34-01-62940	
87873543729 Feb	9320 Belmont 87873543729 1/23-2/24/26	240.23	03/20/2026	34-01-62940	
	Check Total:	3,666.19			
Vendor: 0270	O'REILLY AUTOMOTIVE, INC.			Check Sequence: 81	ACH Enabled: False
3398-205603	Collant hosc, spark plus, ignition wires #216	314.33	03/20/2026	08-01-50034	
3398-206064	Brakes and rotors #895	309.98	03/20/2026	08-01-50020	
	Check Total:	624.31			
Vendor: 2249	ORKIN			Check Sequence: 82	ACH Enabled: False
292062745	Weekly services	330.00	03/20/2026	10-60-62460	
292063693	Weekly services	330.00	03/20/2026	10-60-62460	
293625708	Weekly services	330.00	03/20/2026	10-60-62460	
293626690	Weekly services	330.00	03/20/2026	10-60-62460	
	Check Total:	1,320.00			
Vendor: 8300	PAGODA COMPUTER SUPPLIES			Check Sequence: 83	ACH Enabled: False
16413	Three toners for printers at Bldg dept	390.00	03/20/2026	10-13-52960	
	Check Total:	390.00			
Vendor: 5442	GIULIANO PETRUCCI			Check Sequence: 84	ACH Enabled: False
022826	Plumbing inspector services for Feb2026	3,300.00	03/20/2026	10-13-40203	
	Check Total:	3,300.00			
Vendor: 4235	PITNEY BOWES PURCHASE POWER			Check Sequence: 85	ACH Enabled: False
6421700 Feb2026	Postage	825.01	03/20/2026	34-01-51500	
6421700 Feb2026	Postage	825.01	03/20/2026	10-01-51500	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,650.02			
Vendor: 7305 56968	PRESSTECH Stamp	73.68	03/20/2026	Check Sequence: 86 10-20-50400	ACH Enabled: False
	Check Total:	73.68			
Vendor: 4651 20251211005647	RED WING BUSINESS ADVANTAGE ACCOUNT Work boots	242.24	03/20/2026	Check Sequence: 87 08-01-60600	ACH Enabled: False
20251211005647	Work boots	301.24	03/20/2026	34-02-60600	
20251211005647	Work boots	301.25	03/20/2026	10-90-60600	
20251211005647	Work boots	301.24	03/20/2026	34-01-60600	
20260304005647	Work boots for new inspector	250.00	03/20/2026	10-13-52000	
	Check Total:	1,395.97			
Vendor: 4552 0551-016463194	REPUBLIC SERVICES #551 Scavenger services, Feb2026	153,098.70	03/20/2026	Check Sequence: 88 09-01-64010	ACH Enabled: False
	Check Total:	153,098.70			
Vendor: 2117 156508	ROZALADO & CO Janitorial services PD 2/16-3/1/26	1,631.33	03/20/2026	Check Sequence: 89 10-20-52600	ACH Enabled: False
156508	Janitorial services VH, PW 2/16-3/1/26	1,381.80	03/20/2026	10-13-52600	
	Check Total:	3,013.13			
Vendor: 2419 BD18873	RUSSO'S POWER EQUIPMENT Credit	-41.32	03/20/2026	Check Sequence: 90 08-01-50034	ACH Enabled: False
SPI21433624	Control joy stick V blade #238	346.99	03/20/2026	08-01-50034	
	Check Total:	305.67			
Vendor: 1999 3357903	SAFEBUILT, LLC Building official signature for Feb2026	530.93	03/20/2026	Check Sequence: 91 10-13-40100	ACH Enabled: False
3443185	Third party plan review for Feb2026	487.66	03/20/2026	10-13-40100	
	Check Total:	1,018.59			
Vendor: 2012	Sarah's Pony Rides Inc			Check Sequence: 92	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
030626	Downpayment of pony rides and petting zoo Fes	1,075.00	03/20/2026	10-61-69561	
	Check Total:	1,075.00			
Vendor: 3498 02304002-7	SE3, LLC Wolf and Addison intersection imp #7	19,386.25	03/20/2026	Check Sequence: 93 65-10-84500	ACH Enabled: False
	Check Total:	19,386.25			
Vendor: 1899 9288242	SERVICE SANITATION, INC. Portable restrooms	210.63	03/20/2026	Check Sequence: 94 10-90-62600	ACH Enabled: False
	Check Total:	210.63			
Vendor: 4504 162851255-001	SITEONE LANDSCAPE SUPPLY Top soil bulk	73.00	03/20/2026	Check Sequence: 95 10-90-62670	ACH Enabled: False
	Check Total:	73.00			
Vendor: 3336 02-M26-001	SMITH LASALLE 2026 RCB inspections	2,010.00	03/20/2026	Check Sequence: 96 10-90-62955	ACH Enabled: False
	Check Total:	2,010.00			
Vendor: 2961 303840	S-NET COMMUNICATIONS INC March phone bill	3,742.31	03/20/2026	Check Sequence: 97 10-02-51200	ACH Enabled: False
	Check Total:	3,742.31			
Vendor: 1848 795944	SPECIAL CARE Reserve patches	219.30	03/20/2026	Check Sequence: 98 10-20-60590	ACH Enabled: False
	Check Total:	219.30			
Vendor: 3795 P08966 P09097	STANDARD EQUIPMENT COMPANY Fill hoses, wires Vented fuel cap	2,199.60 132.05	03/20/2026 03/20/2026	Check Sequence: 99 08-01-50090 08-01-50090	ACH Enabled: False
	Check Total:	2,331.65			
Vendor: 3223 904099574	STATE INDUSTRIAL PRODUCTS Station cleaning supplies	193.81	03/20/2026	Check Sequence: 100 10-30-62030	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
904110914	Sewer solvent, primezyme, block worx	2,584.08	03/20/2026	34-02-62880	
904112208	Escolution car and truck wash	306.36	03/20/2026	34-01-62800	
	Check Total:	3,084.25			
Vendor: 3506 67858	State Treasurer IL Dept. of Transportation Traffic signal intersection maint for three location	1,823.28	03/20/2026	Check Sequence: 101 10-90-62690	ACH Enabled: False
	Check Total:	1,823.28			
Vendor: 3221 249102	STRATUS NETWORKS Fiber line to PD, FD, Pump house, VH March2026	4,120.00	03/20/2026	Check Sequence: 102 10-02-51200	ACH Enabled: False
	Check Total:	4,120.00			
Vendor: 5963 1549	SYNERGY SALES & SERVICE, INC Opto- chem not working due to air in the lines	1,300.00	03/20/2026	Check Sequence: 103 34-01-88908	ACH Enabled: False
	Check Total:	1,300.00			
Vendor: 2341 IRIS0000150760 IRIS0000157377	T2 SYSTEMS CANADA INC Digital Iris services for two machines Digital Iris services for two machines	100.00 100.00	03/20/2026 03/20/2026	Check Sequence: 104 41-01-63220 41-01-63220	ACH Enabled: False
	Check Total:	200.00			
Vendor: 1505 030126	THE JORDAN GROUP Feb2026 public affairs, mrkt, pr	6,000.00	03/20/2026	Check Sequence: 105 10-01-51880	ACH Enabled: False
	Check Total:	6,000.00			
Vendor: 7570 174191 Feb2026 174191 Feb2026	THE STANDARD INSURANCE COMPANY Long term disability March2026 Short term disability March2026	1,484.45 4,023.85	03/20/2026 03/20/2026	Check Sequence: 106 10-52-62370 10-52-62370	ACH Enabled: False
	Check Total:	5,508.30			
Vendor: 0829 X101829835:01 X101833601:01	TRANS CHICAGO Tank- surge, plastic #234 Plug & term-fem #234	229.38 10.42	03/20/2026 03/20/2026	Check Sequence: 107 08-01-50034 08-01-50034	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	239.80			
Vendor: 7775 127205	TREASURER, STATE OF ILLINOIS Franklin Ave improvements construction, Local :	349,115.52	03/20/2026	Check Sequence: 108 65-10-54700	ACH Enabled: False
	Check Total:	349,115.52			
Vendor: 3149 INV00972746	USA BLUEBOOK Brass hydrant fitting for hydrant meter	79.30	03/20/2026	Check Sequence: 109 34-01-62825	ACH Enabled: False
	Check Total:	79.30			
Vendor: 5425 6134504097 6134504098 6137009910 6137009910 6137009911 6137009912 6137009912	VERIZON WIRELESS Monthly ESTB charges- Jan #980431441-00001 Monthly cell phone charges 911 portion- Jan #98 Monthly cell phone charges Water- Feb #980431 Monthly cell phone charges Gen- Feb #9804314- Monthly parking meter charges Metra- Feb #980 Monthly tablet charges for water- Feb #9804314- Monthly tablet charges for Admin- Feb #980431-	800.15 1,335.11 1,176.32 2,981.90 72.02 156.13 100.10	03/20/2026 03/20/2026 03/20/2026 03/20/2026 03/20/2026 03/20/2026 03/20/2026	Check Sequence: 110 07-01-51200 07-01-51200 34-01-80500 10-02-80300 41-01-65000 34-01-80500 10-02-80300	ACH Enabled: False
	Check Total:	6,621.73			
Vendor: 1299 17570132 17578272 17578681 17579030 17579068 17579394	W.S. DARLEY & COMPANY Hose gaskets Hose appliances Hose appliances Hose cap Flashlight Hot stick, voltage detector (2)	43.90 981.45 252.99 90.51 246.00 1,130.00	03/20/2026 03/20/2026 03/20/2026 03/20/2026 03/20/2026 03/20/2026	Check Sequence: 111 10-30-62010 10-30-62010 10-30-62010 10-30-62010 10-30-80570 10-30-80570	ACH Enabled: False
	Check Total:	2,744.85			
Vendor: 7561 022326	YORK CONSTRUCTION Difference in hydrant meter deposit owed from u	2,429.21	03/20/2026	Check Sequence: 112 34-01-35000	ACH Enabled: False
	Check Total:	2,429.21			
Vendor: 8239	ZIPS CAR WASH, LLC			Check Sequence: 113	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
71170D7B-0024	Police car washes Feb2026	222.00	03/20/2026	10-20-50300	
	Check Total:	<u>222.00</u>			
	Total for Check Run:	<u>1,561,843.89</u>			
	Total of Number of Checks:	<u>113</u>			

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 03/09/2026 - 2:22PM
 Batch: 00001.02.2026



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 0149	AL PIEMONTE FORD SALES, INC.						
				339937	02/26/2026		
306380	52,723.00	02/26/2026	Purchase of 2026 Ford F350 (Vin #67301)			34-01-80300	
306485	52,723.00	02/26/2026	Purchase of 2026 Ford F350 (Vin #66205)			34-01-80300	
Total for Check	105,446.00						
Total for 0149	105,446.00						
Total Checks:		105,446.00					

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2526-R-____

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2026 GRASS
CUTTING PROGRAM FOR SENIORS AND DISABLED PROPERTY OWNERS**

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

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

RESOLUTION NUMBER 2526-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2026 GRASS
CUTTING PROGRAM FOR SENIORS AND DISABLED PROPERTY OWNERS**

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

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) have determined that a significant public interest is served by establishing a program to provide grass cutting services to property owners who are seniors, disabled, handicapped or stricken with a severe health condition and have no one else within their household to perform such task (the “*2026 Grass Cutting Program*”); and

WHEREAS, the Corporate Authorities have promulgated general guidelines and established certain procedures for the fair and effective implementation of the 2026 Grass Cutting Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

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

Section 2. The 2026 Grass Cutting Program criteria and requirements, as contained and described in Exhibit A, to create and implement the 2026 Grass Cutting Program are hereby approved, with such necessary changes as from time to time determined by the Director of Human

Resources and Operations or Village Clerk and authorized by the Village President to effectively operate and manage the 2026 Grass Cutting Program.

Section 3. The officials, officers and employees of the Village are hereby authorized and directed to take any and all such action as is required to enact the 2026 Grass Cutting Program and carry out its intent and purpose.

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 March 2026, 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 March 2026.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

2026 Grass Cutting Program

**VILLAGE OF FRANKLIN PARK
2026 GRASS CUTTING PROGRAM CRITERIA AND REQUIREMENTS**

QUALIFICATIONS:

1. Applicant must be a resident of the Village and must be a senior, disabled, handicapped or have severe health problems and have no one else in the household or have no one who can cut the lawn.
2. Each member within the applicant's household must obtain a medical verification note from their physician stating that they are unable to mow the lawn. Such verification shall remain on file at the Village Hall.

TERMS:

An application must be completed and signed on an annual basis, to enroll in the program. The application is to be mailed or delivered to the Village Hall, 9500 Belmont Avenue, Franklin Park, Illinois 60131, and Attention: Office of the Village Clerk (the "Department").

1. The Department will review the application and accompanying documentation and determine if the applicant qualifies for the program.
2. The following service will be provided to an applicant upon completion of the application and approval by the Department:
 - Lawn will be cut as needed, as determined by the Village, weather permitting, but in no event will the lawn be cut more than once per week. Cutting will begin April 6, 2026, weather permitting, and continue through the last week of October.
 - Sidewalk will be power blown of excess grass clippings.
 - A monthly bill will be sent to you from the Village Comptroller's office. The charge is \$13.00 per cut. In the event payment is not received within thirty (30) days of the date of the invoice, the applicant hereby authorizes and agrees that the Village shall have the unilateral right to add the delinquent amount due to the water bill for the property and has the further right to disqualify the applicant and property from the program and discontinue future service.
3. The applicant agrees to the following:
 - The lawn must be free of all feces.
 - The program does not include:
 - a. Fertilizing the grass.
 - b. Edging.
 - c. Trimming the bushes, trees, or other plants.
 - d. Watering the grass, plants, bushes, trees, etc.
 - e. Weed Whacking.

4. The applicant may withdraw from the program by providing the Department with written notice. Such notice shall include a specific withdrawal date which shall not be less than seven (7) days from the date the notice is received by the Village. The applicant shall pay the Village for any services rendered prior to the withdrawal date.
5. The Village may terminate, suspend, or close the enrollment period for the program, at any time.
6. The Village may limit the number of participants in the program. In such case, space in the program will be filled on a first come, first serve basis. Completed applications must be received by the Department.
7. The applicant hereby agrees to hold the Village, its officers, officials, employees and agents harmless for any damage or loss to the property, which arises directly or indirectly from the Village's grass cutting program.

I have read the guidelines and terms listed above and understand and agree to the program criteria, requirements and penalties and further expressly agree to hold the Village harmless for any damage to the property, as herein described.

(signature of applicant)

(date)

(print name)

(print address)

Village of Franklin Park 2026 Grass Cutting Application Form

The Village of Franklin Park will offer grass cutting services to property owners who are seniors, disabled, handicapped or have severe health problems and have no one else in the household or have no one who can cut the lawn. The charge will be \$13.00 per cut.

Those interested in the grass cutting program must complete this application. Medical verification from your doctor must be enclosed, if new to the Program.

Attention

The Village may limit the number of participants in the program. Space in the program will be filled on a first come, first serve basis.

Completed applications must be received by the Office of the Village Clerk.

Please bring or mail this form along with your physician's verification note to:

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

The grass cutting program will begin April 6, 2026 (weather permitting) until the last week in October, or at such other time the Village terminates the program. The cost is \$13.00 per cut.

Number of people residing in the residence: _____. In addition to the applicant, please list all individuals residing in residence.

Name:

Checklist:

- Neither myself, or a family member is able to cut my grass.
- I agree to, and have signed the attached program criteria and requirements.
- The medical verification from the physician is enclosed for each member of the household.
- Medical verification is currently on file with the Village (for grass cutting program or snow shoveling program).

CONTACT / BILLING INFORMATION:

Name

E-Mail

Address

Telephone

**THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS**

RESOLUTION

NUMBER 2526-R-____

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AUTHORIZING AN EXPEDITED PERMIT
APPLICATION PROCESS FOR WORK PERFORMED BY VILLAGE
EMPLOYEES IN STATE OF ILLINOIS MAINTAINED RIGHT-OF-WAY**

**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 AN EXPEDITED PERMIT
APPLICATION PROCESS FOR WORK PERFORMED BY VILLAGE
EMPLOYEES IN STATE OF ILLINOIS MAINTAINED RIGHT-OF-WAY**

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, from time to time, must undertake certain infrastructure improvements or repairs in the years 2026 and 2027, including but not limited to, the location, construction, operation and maintenance of driveways and street returns, water mains, sanitary and storm sewers, street lights, traffic signals, sidewalk and landscaping on State highways within the Village, which by law or agreement, or both, come under the jurisdiction and control of the Department of Transportation of the State of Illinois (the “*Department*”); and

WHEREAS, an individual working permit must be obtained from the Department by the Village or by an entity under contract and supervision of the Village, which requires a surety bond to guarantee that all work is completed in accordance with State specifications and that the right-of-way is properly restored, prior to any of the aforesaid work being undertaken either by the Village or an entity under contract and supervision of the Village; and

WHEREAS, this Resolution merely expedites the issuance of permits to the Village by the Department but does not constitute a blanket permit for work in the State system and this Resolution does not relieve contractors from conforming with the normal bonding requirements or

from obtaining required permits.

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. The Village hereby pledges its good faith and guarantees that all work undertaken by the Village shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during such work, and assume all such liability for damages to person or property, to the extent required by law, by reason of the work performed under the provision of said permit and as required by said permit.

Section 3. The officers and officials of the Village are hereby authorized and directed to sign said work permit on behalf of the Village.

Section 4. The Utilities Commissioner or Village Engineer are hereby directed to forward a certified copy of this Resolution to the Department.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 2026, 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 March 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 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 ESTABLISHING GUIDELINES AND SPECIFICATIONS FOR THE 2026
SUMMER YOUTH AND COLLEGE INTERNSHIP WORK PROGRAM**

**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 03/16/26
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131**

RESOLUTION NUMBER 2526-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND SPECIFICATIONS FOR THE 2026
SUMMER YOUTH AND COLLEGE INTERNSHIP WORK PROGRAM**

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

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that a significant public interest is served by providing summer employment and college internship opportunities for Village youth and young adults within the various departments of the Village (the "*2026 Summer Youth and College Internship Work Program*"); and

WHEREAS, a primary purpose of the 2026 Summer Youth and College Internship Work Program is to provide employment for high school, college, and graduate students to assist them in earning funds for tuition for college, university or graduate school educations and the opportunity to gain valuable hands-on work experiences to further their educational endeavors; and

WHEREAS, the Corporate Authorities have promulgated certain guidelines and specifications for the implementation of the 2026 Summer Youth and College Internship Work Program, a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, it is now the desire of the Corporate Authorities to formally establish the policies and practices of the 2026 Summer Youth and College Internship Work Program.

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 2026 Summer Youth and College Internship Work Program criteria, as contained and described in Exhibit A, is hereby approved as the policy and practices of the 2026 Summer Youth and College Internship Work Program, with such necessary changes as from time to time determined by the Director of Human Resources and Operations and authorized by the Village President to effectively operate and manage the 2026 Summer Youth and College Internship Work Program.

Section 3. The officials and officers of the Village are hereby authorized and directed to take any and all such action as is required to enact the 2026 Summer Youth and College Internship Work Program and carry out its intent and purpose.

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 March 2026, 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 March 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Guidelines and Specifications
2026 Summer Youth and College Internship Work Program

EXHIBIT A

**Guidelines and Specifications
2026 Summer Youth and College Internship Work Program**

Summer Youth Work Program

Authorized Number of Participants: 40

Participant Qualifications:

1. Currently enrolled High School student who has taken college admission test(s) or able to provide proof of registration for such test(s);

or

Student enrolled for 2026-2027 in accredited college, university or graduate school;
2. Written recommendation(s) from school official, professor, teacher, or guidance counselor (for first time participants only);
3. Minimum grade point average of "C" or equivalent - applicant must include proof from current school of grade point average;
4. Minimum Age: 16 (at time of application);
Maximum Age: 22 (at time of application);
5. Participant Relationship to Village Official or Officer Prohibited: Immediate family members [spouses, children and grandchildren (including birth, step and adopted), brother, sister, parent, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, niece or nephew] or any other member of the household of the Village President, Village Clerk, Village Trustee, Comptroller, Department Head or Director, and Deputy Department Head or Director shall not be hired during said person's tenure in office; and
6. Successfully pass mandatory drug and alcohol tests and remain drug and alcohol free throughout Program participation.

Hourly Rate of Compensation: \$13.00 if under the age of eighteen (18) or \$16.00 if age eighteen (18) or over for first year participant. Prior year participant is eligible to receive a \$0.25 increase in the hourly rate previously paid. Maximum hourly rate shall not exceed \$17.00 per hour or as required by law.

2026 Program Start-up Date: May 4, 2026

Final 2026 Program Ending Date: September 30, 2026 (or earlier depending on department, as determined by the Director of Human Resources and Operations)

Application Deadline: June 5, 2026

Miscellaneous Items:

Additional Notations:

Allocation of participants to various departments shall be determined by the Director of Human Resources and Operations.

Summer Youth and College Internship Work Program participants are not entitled to insurance benefits, overtime compensation at higher hourly rates, vacation days, sick days, holiday pay or any other benefit or compensation under another Village program. Participation in the Program is temporary. Participants can be disqualified from further participation in the Program, at any time, or for any reason.

Attendance, punctuality, and labors performed must be supervised by the responsible department head or administrator and a report on performance submitted at the conclusion of the program to the Director of Human Resources and Operations.

EXHIBIT A

Guidelines and Specifications 2026 Summer Youth and College Internship Work Program

College Internship Work Program

Authorized Number of Participants: 10

Participant Qualifications:

1. Student enrolled for 2026-2027 in accredited college, university or graduate school;
2. Written recommendations from school official, professor, teacher, or guidance counselor (for first time participants only);
3. Minimum grade point average of "C" or equivalent - applicant must include proof from current school of grade point average;
4. Minimum Age: 18 (at time of application);
Maximum Age: not applicable;
5. Participant Relationship to Village Official or Officer Prohibited: Immediate family members [spouses, children and grandchildren (including birth, step and adopted), brother, sister, parent, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, niece or nephew] or any other member of the household of the Village President, Village Clerk, Village Trustee, Comptroller, Department Head or Director, and Deputy Department Head or Director shall not be hired during said person's tenure in office; and
6. Successfully pass mandatory drug and alcohol tests and remain drug and alcohol free throughout Program participation.

Hourly Rate of Compensation: \$18.00 for first year participant. Prior year participant is eligible to receive a \$0.25 increase in the hourly rate previously paid. Maximum hourly rate shall not exceed \$19.00 per hour. Total maximum hours worked shall not exceed 1,000 hours in any single year.

2026 Program Start-up Date: May 1, 2026 to April 30, 2027

Final 2026 Program Ending Date: April 30, 2027 (or earlier depending on department, as determined by the Director of Human Resources and Operations)

Application Deadline: not applicable

Miscellaneous Items:

Additional Notations:

Allocation of participants to various departments shall be determined by the Director of Human Resources and Operations.

Summer Youth and College Internship Work Program participants are not entitled to insurance benefits, overtime compensation at higher hourly rates, vacation days, sick days, holiday pay or any other benefit or compensation under another Village program.

Attendance, punctuality, and labors performed must be supervised by the responsible department head or administrator and a report on performance submitted at the conclusion of the program to the Director of Human Resources and Operations.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2526-R-__

**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX ASSESSMENT
APPLICATION BY JAGG PROPERTIES II, LLC FOR AN INDUSTRIAL FACILITY
LOCATED AT 3335 SCHIERHORN COURT, FRANKLIN PARK, COOK COUNTY,
ILLINOIS (PIN: 12-22-402-070-0000)**

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 SUPPORTING A CLASS 6B REAL ESTATE TAX ASSESSMENT APPLICATION BY JAGG PROPERTIES II, LLC FOR AN INDUSTRIAL FACILITY LOCATED AT 3335 SCHIERHORN COURT, FRANKLIN PARK, COOK COUNTY, ILLINOIS (PIN: 12-22-402-070-0000)

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 industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and the utilization of abandoned industrial buildings in order to create employment opportunities and expand the tax base; and

WHEREAS, Jagg Properties II, LLC (the "*Applicant*") is the contract purchaser of a certain parcel of industrial property commonly known as 3335 Schierhorn, Franklin Park, Illinois, identified by permanent index number (PIN) 12-22-402-070-0000, and hereinafter legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the "*Property*"); and

WHEREAS, Applicant intends to acquire the Property, which has been vacant for greater than twelve (12) months, to renovate, rehabilitate and occupy the existing industrial structure, the viability of such being dependent on the grant of a Cook County Class 6B Tax Assessment

Classification, as defined in the Classification Ordinance (the "*Class 6B Tax Assessment Classification*"); and

WHEREAS, Applicant 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 application for a Class 6B Real Estate Tax Assessment Classification for the Property; and

WHEREAS, as part of the application in support of the Class 6B Tax Assessment Classification, Applicant provided an economic disclosure statement to the Village; and

WHEREAS, the adoption of a resolution by the Corporate Authorities is required and must be filed by Applicant with its application in order for the Property to obtain a Class 6B Tax Assessment Classification; and

WHEREAS, the Corporate Authorities find that the redevelopment contemplated for the Property will serve the residents of the Village and that without the Class 6B Tax Assessment Classification for the Property it will remain vacant and abandoned and exasperate blight in the area surrounding the Property; and

WHEREAS, to ensure the ongoing viability of the industrial base of the Village, the continuation and expansion of employment opportunities in the Village and to safeguard and further diversify the tax base of the Village, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to approve the application by Applicant for a Class 6B Real Estate Tax Assessment Classification for the Property.

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. Subject to the conditions set forth in Section 4, the Corporate Authorities support and consent to the filing of an application for a Class 6B Tax Assessment Classification for the Property, which is legally described on Exhibit A, and find that without a Class 6B 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 3. The Corporate Authorities further find that the granting of the Class 6B Tax Assessment Classification is necessary for the industrial development to remain viable on the Property, which is the subject of this Resolution.

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 authorized and approved substantially in the form presented to the Board of Trustees of the Village, with such necessary changes, substantive or otherwise, as determined by the Director of Community Development or Village Attorney, with said changes and revisions therein contained being approved by the Corporate Authorities upon the execution and delivery of such Agreement by the Village President.

Section 5. The officials, officers, employees, and attorneys of the Village are hereby 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.

Section 6. 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 7. This Resolution 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 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 March 2026, 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 March 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL J. ARELLANO
 VILLAGE CLERK

Exhibit A

Legal Description

THAT PART OF LOT 2 IN SCHIERHORN'S INDUSTRIAL DIVISION OF PART OF LAFRAMBOISE RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 2 WHICH IS 168.04 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2 (AS MEASURED ALONG THE WEST LINE THEREOF) TO A POINT ON THE EASTERLY LINE OF SAID LOT 2 WHICH IS 172.78 FEET SOUTHEASTERLY OF THE NORTHEAST CORNER OF SAID LOT 2 (AS MEASURED ALONG THE EASTERLY LINE THEREOF) EXCEPT THAT PART OF SAID LOT 2 LYING NORTH OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 2 WHICH IS 110.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2 (AS MEASURED ALONG THE WEST LINE THEREOF) TO A POINT IN THE EASTERLY LINE OF SAID LOT 2 WHICH IS 117.78 FEET SOUTHEASTERLY OF THE NORTHEAST CORNER OF SAID LOT 2 (AS MEASURED ALONG THE EASTERLY LINE THEREOF), IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers (PIN): 12-22-402-070-0000

Property commonly known as: 3335 Schierhorn Court, Franklin Park, Illinois 60131

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

PIN:
12-22-402-070-0000

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT BETWEEN
THE VILLAGE OF FRANKLIN PARK AND JAGG PROPERTIES II, LLC FOR
PROPERTY LOCATED AT 3335 SCHIERHORN COURT, FRANKLIN PARK,
ILLINOIS (PIN: 12-22-402-070-0000)**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“Agreement”) is made this 16th day of March 2026 (“Execution Date”), by and between the **Village of Franklin Park**, an Illinois municipal corporation (“Village”), and **Jagg Properties II, LLC**, an Illinois 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 industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and the utilization of abandoned industrial buildings in order to create employment opportunities and expand the tax base; and

WHEREAS, Jagg Properties II, LLC (“**Owner**”) is the contract purchaser of a parcel of property improved with an industrial building located at 3335 Schierhorn Court, Franklin Park, Illinois, identified by permanent index number (PIN) 12-22-402-070-0000, and as legally described on Exhibit A (“**Property**”), a copy of which is attached hereto and made a part hereof; and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 6B Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance, (“**Class 6B Tax Assessment Classification**”) for the Property; and

WHEREAS, the adoption of a resolution by the Village is required and must be filed by the Owner with the County of Cook application in order for the Property to secure said Class 6B Tax Assessment Classification; and

WHEREAS, Owner shall renovate, substantially rehabilitate and occupy the existing structure on the Property, remediate all identifiable environmental conditions and thereafter establish a Class A industrial facility under one roof on the Property in accordance with all Village code requirements and ensure that all industrial enterprises or tenants operate lawfully on the Property with such improvements to include but not be limited to tuckpoint of the building, demolition and debris removal work, install new electrical service inside and outside, update plumbing, install new front windows and door, install new garage and side door, plant new landscaping, install new glass block windows, repave parking lot, undertake miscellaneous interior repairs, construct new bathrooms and office space, and epoxy all floors at a total estimated cost of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (“**Project**”). The Project shall at all times comply with all Village rules, regulations, orders, codes, ordinances, requirements, and regulations throughout the Term of this Agreement. The Project shall include those matters identified in the packet of materials, documents, and exhibits submitted by the Owner to the Franklin Park Department of Community and Economic Development as part of Owner’s application for the Class 6B Tax Assessment Classification, as if completely incorporated and set forth herein; and

WHEREAS, upon completion of the Project, the Owner intends to occupy the Property for its business operations to address its expansion needs; and

WHEREAS, without the Class 6B Tax 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, Owner and Village desire to enter into this Agreement and to be bound by 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 upon Owner acquiring fee simple title to the Property and shall expire upon the expiration of the Class 6B Tax Assessment Classification for the Property or the termination of this Agreement as herein provided, 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 Owner, its successors and assigns as herein provided, as follows:

- a. Village shall approve a resolution setting forth its consent and support of Owner’s activation of the Class 6B Tax Assessment Classification for the

Property, which will take effect upon execution of this Agreement (“**Resolution**”). During the Term and except as otherwise provided herein, the Village shall not take any action to revoke, rescind, or otherwise dispute the Class 6B Tax Assessment Classification for the Property unless Owner breaches this Agreement.

- b. Village shall have no obligation to issue the Resolution to Owner until Owner has acquired fee simple interest to the Property and this Agreement has been recorded on the Property as contemplated herein.

Section 4. Covenants of Owner. In return for the representations and covenants of the Village, all as contained herein, Owner, and its respective 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 relating to the Property or the operations on the Property accruing after the date of Owner’s acquisition 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 design, rehabilitate, remodel and construct the Property and shall further cause the Project to be undertaken, completed and maintained in a first class manner in accordance with this Agreement throughout the Term of this Agreement, and any and all federal, state and local laws, rules, regulations, orders, codes and ordinances applicable to the Property, the Project, any business in operation at the Property and/or the Owner through the Term of this Agreement. Owner shall complete the Project and obtain a Certificate of Occupancy from the Village, subject to delays from Force Majeure (defined below), by July 1, 2027 (“**Completion Date**”). For purposes of this Agreement, “Force Majeure” shall mean an act of God, fire, flood, earthquake, labor disturbance (including strikes, boycotts, and lockouts but only within the Chicagoland Area), war, civil commotion, or shortages, beyond the reasonable control of Owner. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure.
- c. Notwithstanding anything contained herein to the contrary, the Owner shall not temporarily deactivate the Class 6B Tax Assessment Classification for the Property based on the Property being substantially vacant.
- d. No later than the first anniversary of the activation of the 6B Real Estate Tax Assessment Classification (“**Job Retention Covenant Date**”), Owner, or its tenant shall cause and ensure that the following minimum employment numbers are based and maintained at the Property throughout the Term of this Agreement: four (4) FTEs (defined below). An “FTE” shall mean a permanent

full-time employee of the Owner, or its tenant 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 shall retain an average for any 12-month reporting period, as set forth below, at least ninety percent (90%) of the four (4) FTE jobs (“**Job Retention Covenant**”). Owner or its tenant shall give employment preference to Village residents.

- 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 compliance with this Section 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.
- ii. If Owner fails to retain the Job Retention Covenant on each annual anniversary of the Job Retention Covenant Date, Owner shall pay the Village one thousand dollars (\$1,000.00) as liquidated damages for each FTE below the required number of FTEs jobs to be retained each year and as required in the Job Retention Covenant. Said damages are to be remitted by Owner each year to the Village upon submission of the annual Jobs Certificate to the Village.

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 ninety (90) days after receipt of notice, cure or remedy such default or breach (“**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 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 6B 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 Owner received as a result of the Class 6B 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 6B 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 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section, Village, in addition to any and all other remedies, shall have the right to recover the aggregate of any property tax savings the owner received as a result of the Class 6B 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 have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction, injunctive relief or the specific performance of the obligations contained herein without the imposition, reimbursement or award for any damages, losses, attorney fees 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. Up to and including the Completion Date, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property, except to an entity directly controlling, controlled by or under common control with Owner ("Affiliate"), without the written prior approval of the Director of Community Development and Zoning of the Village, which approval shall be granted or denied, in the Director's sole discretion, within thirty (30) days of written request by the Owner.
- b. After the Completion Date 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 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 Director of 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 Director, Owner shall be released from any obligation or responsibility under this Agreement.
- c. Any assignment or transfer in violation of this Section 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 Village and Owner 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 herein, shall run with the land and shall be binding upon and inure to the benefit of the Owner and the Village and, hereto, their respective grantees, successors, assigns, and legal representatives. Promptly after Owner's execution of this Agreement or acquisition of the Property, Owner shall cause a copy of this Agreement to be recorded against the Property at the expense of Owner.
- 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 unless otherwise herein provided.

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 of Franklin Park
9500 W. Belmont Avenue
Franklin Park, Illinois 60131
Attention: Director of Community Development and Zoning

With a copy to: Village of Franklin Park
9500 W. Belmont Avenue
Franklin Park, Illinois 60131
Attention: Village Clerk

If to Owner: Angelo Lollino
7434 W. North Ave.
Elmwood Park, Illinois 60707

with a copy to: Skoubis Alikakos LLC
Attn: John N. Skoubis, Esq.
1990 E. Algonquin Rd., Ste. 230
Schaumburg, Illinois 60173

- 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 the day and year first hereinabove written.

VILLAGE:

VILLAGE OF FRANKLIN PARK, an Illinois municipal corporation

By: _____

Its: Village President

ATTEST:

By: _____

Its: Village Clerk

OWNER:

JAGG PROPERTIES II, LLC
an Illinois limited liability company

By: _____

Angelo Lollino

Its: Manager

Exhibit A

Legal Description

THAT PART OF LOT 2 IN SCHIERHORN'S INDUSTRIAL DIVISION OF PART OF LAFRAMBOISE RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 2 WHICH IS 168.04 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2 (AS MEASURED ALONG THE WEST LINE THEREOF) TO A POINT ON THE EASTERLY LINE OF SAID LOT 2 WHICH IS 172.78 FEET SOUTHEASTERLY OF THE NORTHEAST CORNER OF SAID LOT 2 (AS MEASURED ALONG THE EASTERLY LINE THEREOF) EXCEPT THAT PART OF SAID LOT 2 LYING NORTH OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 2 WHICH IS 110.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2 (AS MEASURED ALONG THE WEST LINE THEREOF) TO A POINT IN THE EASTERLY LINE OF SAID LOT 2 WHICH IS 117.78 FEET SOUTHEASTERLY OF THE NORTHEAST CORNER OF SAID LOT 2 (AS MEASURED ALONG THE EASTERLY LINE THEREOF), IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers (PIN): 12-22-402-070-0000

Property commonly known as: 3335 Schierhorn Court, Franklin Park, Illinois 60131

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 THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL,
FRANKLIN PARK LODGE NUMBER 47**

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 THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL,
FRANKLIN PARK LODGE NUMBER 47**

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. That 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 the Illinois Fraternal Order of Police Labor Council, Franklin Park Lodge Number 47, covering the period from May 1, 2025 through April 30, 2028 (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Chief of Police 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 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, provided the Agreement was duly

ratified and approved by the membership of the Illinois Fraternal Order of Police Labor Council, Franklin Park Lodge Number 47.

Section 4. The officials and officers 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 provided the Agreement was duly ratified and approved by the membership of the Illinois Fraternal Order of Police Labor Council, Franklin Park Lodge Number 47.

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

Section 8. This Ordinance shall be in full force and effect 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 March 2026, 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 March 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

THIS DOCUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:

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

ASSIGNMENT AND ASSUMPTION OF PROPERTY TAX
ASSESSMENT CLASSIFICATION AGREEMENT
(Cook County Class 6B – 3901 Fleetwood Drive, Franklin Park, Illinois)

This Assignment and Assumption of Property Tax Assessment Classification Agreement (“Assignment”) is made as of March __, 2026 (“Effective Date”), by and between **The Cubes at ORD, LLC**, a Delaware limited liability company (“Assignor” or “Owner”), and **Realty Income U.S. Core Plus 2, LP**, a Delaware limited partnership (“Assignee”).

RECITALS

A. The Village of Franklin Park, an Illinois municipal corporation (“Village”), and Assignor entered into that certain Property Tax Assessment Classification Agreement (the “Agreement”), for the real property commonly known as 3901 Fleetwood Drive, Franklin Park, Illinois 60131, Permanent Index Number 12-27-400-011-0000 and legally described on **Exhibit A** attached hereto and incorporated herein (“Property”), relating to the Cook County Class 6B Real Estate Tax Assessment Classification; which Agreement was approved by the Village pursuant to Resolution Number 2324-R-10.

B. Pursuant to Section 7(b) of the Agreement, after approval of the Certificate of Substantial Completion Assignor may transfer its interests under the Agreement and in the Property, provided the transferee expressly assumes all obligations of Owner under the Agreement by executing an assumption reasonably approved by the Village, which must be recorded against the Property.

C. Assignor completed the Project (as defined in the Agreement) and received a Certificate of Compliance and Occupancy for the Property (No. 25-OCC-045) dated December 1, 2025, from the Village.

D. Assignee acquired fee title to the Property and desires to assume the obligations of Owner under the Agreement, and Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to the Agreement, all on the terms set forth below.

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

1. **Assignment.** Assignor hereby assigns, transfers, conveys and sets over to Assignee all of Assignor’s right, title, interest, privileges, benefits and obligations in, to and under the Agreement (including, without limitation, all rights to the Cook County Class 6B Real Estate Tax Assessment Classification benefits associated with the Property), subject to the terms of the Agreement.

ASSIGNEE:

Realty Income U.S. Core Plus 2, LP,
a Delaware limited partnership

By: Realty Income U.S. Core Plus General Partner, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: Karolina Ericsson
Title: SVP, Associate General Counsel

(ACKNOWLEDGMENT)

STATE OF _____ §
 SS. §
COUNTY OF _____ §

On _____, 2026 before me personally appeared _____, personally known to me to be the person who executed the foregoing instrument as the _____ of Realty Income U.S. Core Plus General Partner, LLC, a Delaware limited liability company, general partner of Realty Income U.S. Core Plus 2, LP, a Delaware limited partnership, and acknowledged to me that s/he executed said instrument for the purposes and consideration therein expressed, and as the act of said limited partnership.

WITNESS my hand and official seal.

Notary Public

Exhibit A

LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17 AT A POINT 460.00 FEET EAST FROM THE SOUTHWEST CORNER OF SAID EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND RUNNING THENCE WEST ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 400.0 FEET TO ITS INTERSECTION WITH A LINE 60.0 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 400.0 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 565.32 FEET TO A POINT 34.0 FEET WEST FROM THE EAST LINE OF SAID EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 85.89 FEET TO A POINT ON A LINE 20.0 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SAID POINT BEING 315.0 FEET, AS MEASURED ALONG SAID PARALLEL LINE, NORTH OF THE SOUTH LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AFORESAID; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 65.00 FEET TO A LINE 250.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE WEST, A DISTANCE OF 179.28 FEET ALONG THE LAST DESCRIBED PARALLEL LINE TO A LINE 460.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH, A DISTANCE OF 250.00 FEET ALONG THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. CCHI2302687LM, DATED MAY 18, 2023.

Commonly Known as 3901 Fleetwood Drive, Franklin Park, Illinois 60131

Permanent Index Number (PIN): 12-27-400-011-0000

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G-_____

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS, AUTHORIZING A PUBLIC WATER SUPPLY LOAN
PROGRAM LOAN AGREEMENT THROUGH THE ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY
(GEORGE STREET WATER MAIN)**

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, AUTHORIZING A PUBLIC WATER SUPPLY LOAN PROGRAM LOAN AGREEMENT THROUGH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (GEORGE STREET WATER MAIN)

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 operates its public water supply system (the "*System*") and in accordance with the provisions of 65 ILCS 5/11-139-1 *et seq.*, and the Local Government Debt Reform Act, 30 ILCS 350/1, *et seq.* (collectively, the "*Act*"), and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have determined that it is advisable, necessary and in the best interests of public health, safety, and welfare to improve the System, including the following:

Replacement of existing water main on George Street between Grand Avenue and Franklin Avenue; restoration of disturbed areas.

together with any land or rights in land and all electrical, mechanical, or other services necessary, useful, or advisable to the construction and installation (the "*Project*"), all in accordance with the plans and specifications prepared by consulting engineers of the Village; which Project has a useful life of one hundred (100) years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial, and other related expenses is \$2,444,850.67, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in twenty (20) years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the Village from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the Village is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$2,444,850.67 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the Village shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the Village and the Illinois Environmental Protection Agency.

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. Incorporation of Preambles. 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. Determination to Borrow Funds. It is necessary and in the best interests of the Village to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provision of the Act; and that for the purpose of constructing the Project, it is hereby authorized

that funds be borrowed by the Village in an aggregate principal amount not to exceed \$2,444.850.67.

Section 3. Publication. This Ordinance, together with a Notice in the statutory form, a copy of which is attached hereto and made a part hereof as Exhibit A, shall be published once within ten (10) days after passage in the Franklin Park Herald-Journal, a newspaper published and of general circulation in the Village, and if no petition, signed by electors numbering ten percent (10%) or more of the registered voters in the Village (i.e., 1,132) asking that the question of improving the System as provided in this Ordinance and entering into the Loan Agreement therefore be submitted to the electors of the Village, is filed with the Village Clerk within thirty (30) days after the date of publication of this Ordinance and notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the Village Clerk to any individual requesting one.

Section 4. Additional Ordinances. If no petition meeting the requirements of the Act and other applicable laws is filed during the 30-day petition period, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the Village may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this

Ordinance, including but not limited to interest rate, preference, or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

Section 5. Loan not Indebtedness of Village. Repayment of the loan to the Illinois Environmental Protection Agency by the Village pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation.

Section 6. Application for Loan. The Village President is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662.

Section 7. Acceptance of Loan Agreement. The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

Section 8. Outstanding Bonds. The Village has outstanding bonds, payable from revenues of the System, that are senior to the loan authorized by this Ordinance, and the Village establishes an account, coverage, and reserves equivalent to the account(s), coverage(s) and reserve(s) as the senior lien holders in accordance with 35 Ill. Adm. Code 662.350(a)(9)(c).

Section 9. Authorization of Village President to Execute Loan Agreement. The Village President is hereby authorized and directed to execute the Loan Agreement with the Illinois

Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Village President for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

Section 10. Additional Authority. The officials, officers, attorneys and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Loan Agreement.

Section 11. Severability. If any section, paragraph, clause, or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 12. Repealer. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 13. Publication. 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 March 2026, 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 March 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

**NOTICE OF INTENT TO BORROW FUNDS
AND RIGHT TO FILE PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to Ordinance Number 2526-G-_____, adopted on March 16, 2026, the Village of Franklin Park, Cook County, Illinois (the "*Village*"), intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$2,444,850.67 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvement to the public water supply system of the Village. A complete copy of the Ordinance accompanies this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by 1,132 or more electors of the Village (being equal to ten percent [10%] of the registered voters in the Village), requesting that the question of improving the public water supply system and entering into the Loan Agreement is submitted to the Village Clerk within thirty (30) days after the publication of this Notice, the question of improving the public water supply system of the Village as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the Village at the next election to be held under general election law on November 3, 2026. A petition form is available from the office of the Village Clerk.

Village Clerk
Village of Franklin Park
Cook County, Illinois

CERTIFICATION

I, Roberta Johnson, do hereby certify that I am the duly elected, qualified and acting Clerk of the Village of Franklin Park. I do further certify that the above and foregoing, identified as Ordinance Number 2526-G-____, is a true, complete and correct copy of an ordinance otherwise identified as *“An Ordinance of the Village of Franklin Park, Cook County, Illinois, Authorizing a Public Water Supply Loan Program Loan Agreement through the Illinois Environmental Protection Agency (George Street Water Main)”*, passed by the Board of Trustees of the Village of Franklin Park on the 16th day of March, 2026, and approved by the President of the Village of Franklin Park on the same date, the original of which is part of the books and records within my control as Village Clerk of the Village of Franklin Park.

Dated this ____ day of March 2026.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G-_____

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS, AUTHORIZING A PUBLIC WATER SUPPLY LOAN
PROGRAM LOAN AGREEMENT THROUGH THE ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY
(GEORGE STREET LEAD SERVICE REMOVAL)**

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, AUTHORIZING A PUBLIC WATER SUPPLY LOAN PROGRAM LOAN AGREEMENT THROUGH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (GEORGE STREET LEAD SERVICE REMOVAL)

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 operates its public water supply system (the "*System*") and in accordance with the provisions of 65 ILCS 5/11-139-1 *et seq.*, and the Local Government Debt Reform Act, 30 ILCS 350/1, *et seq.* (collectively, the "*Act*"), and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have determined that it is advisable, necessary and in the best interests of public health, safety, and welfare to improve the System, including the following:

Replacement of lead service lines in George Street between Grand Avenue and Franklin Avenue; restoration of disturbed areas.

together with any land or rights in land and all electrical, mechanical, or other services necessary, useful, or advisable to the construction and installation (the "*Project*"), all in accordance with the plans and specifications prepared by consulting engineers of the Village; which Project has a useful life of one hundred (100) years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial, and other related expenses is \$323,299.90, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 663, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in twenty (20) years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the Village from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the Village is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$323,299.90 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the Village shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the Village and the Illinois Environmental Protection Agency.

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. Incorporation of Preambles. 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. Determination to Borrow Funds. It is necessary and in the best interests of the Village to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provision of the Act; and that for the purpose of constructing the Project, it is hereby authorized

that funds be borrowed by the Village in an aggregate principal amount not to exceed \$323,299.90.

Section 3. Publication. This Ordinance, together with a Notice in the statutory form, a copy of which is attached hereto and made a part hereof as Exhibit A, shall be published once within ten (10) days after passage in the Franklin Park Herald-Journal, a newspaper published and of general circulation in the Village, and if no petition, signed by electors numbering ten percent (10%) or more of the registered voters in the Village (i.e., 1,132) asking that the question of improving the System as provided in this Ordinance and entering into the Loan Agreement therefore be submitted to the electors of the Village, is filed with the Village Clerk within thirty (30) days after the date of publication of this Ordinance and notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the Village Clerk to any individual requesting one.

Section 4. Additional Ordinances. If no petition meeting the requirements of the Act and other applicable laws is filed during the 30-day petition period, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the Village may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this

Ordinance, including but not limited to interest rate, preference, or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

Section 5. Loan not Indebtedness of Village. Repayment of the loan to the Illinois Environmental Protection Agency by the Village pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation.

Section 6. Application for Loan. The Village President is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 663.

Section 7. Acceptance of Loan Agreement. The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

Section 8. Outstanding Bonds. The Village has outstanding bonds, payable from revenues of the System, that are senior to the loan authorized by this Ordinance, and the Village establishes an account, coverage, and reserves equivalent to the account(s), coverage(s) and reserve(s) as the senior lien holders in accordance with 35 Ill. Adm. Code 663.350(a)(9)(c).

Section 9. Authorization of Village President to Execute Loan Agreement. The Village President is hereby authorized and directed to execute the Loan Agreement with the Illinois

Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Village President for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

Section 10. Additional Authority. The officials, officers, attorneys and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Loan Agreement.

Section 11. Severability. If any section, paragraph, clause, or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 12. Repealer. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 13. Publication. 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 March 2026, 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 March 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

**NOTICE OF INTENT TO BORROW FUNDS
AND RIGHT TO FILE PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to Ordinance Number 2526-G-_____, adopted on March 16, 2026, the Village of Franklin Park, Cook County, Illinois (the "*Village*"), intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$323,299.90 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvement to the public water supply system of the Village. A complete copy of the Ordinance accompanies this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by 1,132 or more electors of the Village (being equal to ten percent [10%] of the registered voters in the Village), requesting that the question of improving the public water supply system and entering into the Loan Agreement is submitted to the Village Clerk within thirty (30) days after the publication of this Notice, the question of improving the public water supply system of the Village as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the Village at the next election to be held under general election law on November 3, 2026. A petition form is available from the office of the Village Clerk.

Village Clerk
Village of Franklin Park
Cook County, Illinois

CERTIFICATION

I, Roberta Johnson, do hereby certify that I am the duly elected, qualified and acting Clerk of the Village of Franklin Park. I do further certify that the above and foregoing, identified as Ordinance Number 2526-G-____, is a true, complete and correct copy of an ordinance otherwise identified as *“An Ordinance of the Village of Franklin Park, Cook County, Illinois, Authorizing a Public Water Supply Loan Program Loan Agreement through the Illinois Environmental Protection Agency(George Street Lead Service Removal)”* passed by the Board of Trustees of the Village of Franklin Park on the 16th day of March, 2026, and approved by the President of the Village of Franklin Park on the same date, the original of which is part of the books and records within my control as Village Clerk of the Village of Franklin Park.

Dated this ____ day of March 2026.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G- __

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS
CUTTING SERVICES BY AND BETWEEN BIUNDO LANDSCAPING AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

ORDINANCE NUMBER 2526-G- __

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES BY AND BETWEEN BIUNDO LANDSCAPING AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

WHEREAS, Biundo Landscaping is in the business of providing grass cutting service; and

WHEREAS, the Village requires such service as part of its 2026 Grass Cutting Program (the "*Program*"); and

WHEREAS, Biundo Landscaping and the Village desires to enter into a certain agreement pursuant to which Biundo Landscaping will provide grass cutting service to the Program.

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

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

Section 2. The Agreement to Contract for Grass Cutting Services by and between the Village of Franklin Park, Cook County, Illinois and Biundo Landscaping (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such

changes, substantive or otherwise, as may be authorized by the Village 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 officials, officers, employees and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of _____ 2026, 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 _____ 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Biundo Landscaping, located at 3541 Britta Avenue, Franklin Park, Illinois 60131 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

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

PRELIMINARY STATEMENTS

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

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

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2026 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

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

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform weekly grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Service may be amended at any time by the Village. The Village shall have the unilateral right in its sole discretion to temporarily suspend, cancel or postpone Service to one, multiple or all participant(s) at any time. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service the amount of Twenty Seven Dollars and no/100 (\$27.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials,

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

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

SECTION 7. GENERAL

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

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

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

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

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

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

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

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

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

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

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

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

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

If to Contractor: Biundo Landscaping
3541 Britta Avenue
Franklin Park, Illinois 60131
Attn: Tony Biundo

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

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

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

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

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2026.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2026.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2026.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G- __

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR
GRASS CUTTING SERVICES BY AND BETWEEN JESSE'S LAWN SERVICE
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

ORDINANCE NUMBER 2526-G- __

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR
GRASS CUTTING SERVICES BY AND BETWEEN JESSE'S LAWN SERVICE
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

WHEREAS, Jesse's Lawn Service is in the business of providing grass cutting service; and

WHEREAS, the Village requires such service as part of its 2026 Grass Cutting Program for Disabled Property Owners (the "*Program*"); and

WHEREAS, Jesse's Lawn Service and the Village desires to enter into a certain agreement pursuant to which Jesse's Lawn Service will provide grass cutting service to the Program.

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

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

Section 2. The Agreement to Contract for Grass Cutting Services by and between the Village of Franklin Park, Cook County, Illinois and Jesse's Lawn Service (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village 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 officials, officers, employees and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of _____ 2026, 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 _____ 2026.

BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Jesse's Lawn Service, located at 9502 Davis Street, Franklin Park, Illinois 60131 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

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

PRELIMINARY STATEMENTS

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

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

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2026 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

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

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform weekly grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Service may be amended at any time by the Village. The Village shall have the unilateral right in its sole discretion to temporarily suspend, cancel or postpone Service to one, multiple or all participant(s) at any time. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service the amount of Twenty-Seven Dollars and no/100 (\$27.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials,

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

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

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

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

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

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

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

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

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred

by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

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

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

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

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

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

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

If to Contractor: Jesse's Lawn Service
9502 Davis Street
Franklin Park, Illinois 60131

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

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

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

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of fifteen (15) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2026.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2026.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2026.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G- __

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS
CUTTING SERVICES BY AND BETWEEN PANORAMIC LANDSCAPING LLC AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 03/16/26
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2526-G- __

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES BY AND BETWEEN PANORAMIC LANDSCAPING LLC AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

WHEREAS, Panoramic Landscaping LLC is in the business of providing grass cutting service; and

WHEREAS, the Village requires such service as part of its 2026 Grass Cutting Program (the "*Program*"); and

WHEREAS, Panoramic Landscaping LLC and the Village desires to enter into a certain agreement pursuant to which Panoramic Landscaping LLC will provide grass cutting service to the Program.

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

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

Section 2. The Agreement to Contract for Grass Cutting Services by and between the Village of Franklin Park, Cook County, Illinois and Panoramic Landscaping LLC (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby

approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village 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 officials, officers, employees and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of _____ 2026, 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 _____ 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Panoramic Landscaping LLC, located at 2957 Martin Avenue, Melrose Park, Illinois 60164 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

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

PRELIMINARY STATEMENTS

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

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

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2026 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

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

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform weekly grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Service may be amended at any time by the Village. The Village shall have the unilateral right in its sole discretion to temporarily suspend, cancel or postpone Service to one, multiple or all participant(s) at any time. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service the amount of Twenty Seven Dollars and no/100 (\$27.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials,

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

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

SECTION 7. GENERAL

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

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

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

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

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

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

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

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

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

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

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

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

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

If to Contractor: Panoramic Landscaping LLC
2957 Martin Avenue
Melrose Park, Illinois 60164
Attn: Juan Gomez

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

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

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

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

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2026.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2026.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2026.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2526-G- __

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS
CUTTING SERVICES FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT
OF INSPECTIONAL SERVICES BETWEEN BIUNDO LANDSCAPING AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 03/16/26
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2526-G-__

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES BETWEEN BIUNDO LANDSCAPING AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

WHEREAS, Biundo Landscaping is in the business of providing grass cutting services; and

WHEREAS, the Village requires such services as part of its 2026 Grass Cutting Enforcement Program (the "*Program*"); and

WHEREAS, Biundo Landscaping and the Village desire to enter into a certain agreement pursuant to which Biundo Landscaping will provide grass cutting services to the Program.

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

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

Section 2. The Agreement to Contract for Grass Cutting Services for Properties Identified by the Department of Inspectional Services by and between the Village of Franklin Park, Cook County, Illinois and Biundo Landscaping (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of _____ 2026, 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 _____ 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Agreement

**AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES FOR
PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES**

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Biundo Landscaping, located at 3541 Britta Avenue, Franklin Park, Illinois 60131 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

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

PRELIMINARY STATEMENTS

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

- A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and
- B. The Contractor is in the business of providing grass cutting services; and
- C. The Village requires grass cutting services as part of its 2026 Grass Cutting Enforcement Program of the Village (the "*Program*"); and
- D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

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

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to certain properties solely identified by the Department of Building (the "*Department*"), on an as needed and requested basis. The Department shall identify said properties for Service, from time to time, on a non-recurring basis. The list of properties in the Program of which the Contractor shall provide Service may be amended at any

time by the Department. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to Contractor as full compensation for Service the amount of twenty two dollars and no/100 (\$22.00) for each property receiving Service from the Contractor; however, for a large property or for a property requiring excessive clean-up, the Deputy Building Director and Contractor may agree on a different amount of compensation before Service is provided. The Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and

exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

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

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

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

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

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

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

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine

that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

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

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

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

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

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Director, Building Department

If to Contractor: Biundo Landscaping
3541 Britta Avenue
Franklin Park, Illinois 60131

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

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

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

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of fifteen (15) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2026.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2026.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2026.

Contractor

By: _____

Its: _____

By: _____

Its: _____

**THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS**

ORDINANCE

NUMBER 2526-G- __

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR
GRASS CUTTING SERVICES FOR PROPERTIES IDENTIFIED BY THE
DEPARTMENT OF INSPECTIONAL SERVICES BETWEEN THOMAS
HERRERA LANDSCAPING SERVICES, INC. AND THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

ORDINANCE NUMBER 2526-G- __

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES BETWEEN THOMAS HERRERA LANDSCAPING SERVICES, INC. AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

WHEREAS, Thomas Herrera Landscaping Services, Inc. is in the business of providing grass cutting services; and

WHEREAS, the Village requires such services as part of its 2026 Grass Cutting Enforcement Program (the "*Program*"); and

WHEREAS, Thomas Herrera Landscaping Services, Inc. and the Village desire to enter into a certain agreement pursuant to which Thomas Herrera Landscaping Services, Inc., will provide grass cutting services to the Program.

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

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

Section 2. The Agreement to Contract for Grass Cutting Services for Properties Identified by the Department of Inspectional Services by and between the Village of Franklin Park, Cook County, Illinois and Thomas Herrera Landscaping Services, Inc. (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village 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 officials, officers, employees, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of _____ 2026, 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 _____ 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Thomas Herrera Landscaping Services, Inc., located at 348 E. Belle Drive, Northlake, Illinois 60164 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

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

PRELIMINARY STATEMENTS

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

- A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and
- B. The Contractor is in the business of providing grass cutting services; and
- C. The Village requires grass cutting services as part of its 2026 Grass Cutting Enforcement Program of the Village (the "*Program*"); and
- D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

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

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to certain properties solely identified by the Department of Building (the "*Department*"), on an as needed and requested basis. The Department shall identify said properties for Service, from time to time, on a non-recurring basis. The list of properties in the Program of which the Contractor shall provide Service may be amended at any

time by the Department. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to Contractor as full compensation for Service the amount of twenty two dollars and no/100 (\$22.00) for each property receiving Service from the Contractor; however, for a large property or for a property requiring excessive clean-up, the Deputy Building Director and Contractor may agree on a different amount of compensation before Service is provided. The Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and

exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

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

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

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

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

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

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

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine

that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

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

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

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

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

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village:

Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Director, Building Department

If to Contractor:

Thomas Herrera Landscaping Services, Inc.
348 E. Belle Drive
Northlake, Illinois 60164

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

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

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

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of fifteen (15) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2026.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2026.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2026.

Contractor

By: _____

Its: _____

By: _____

Its: _____

**THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS**

ORDINANCE

NUMBER 2526-G- ____

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS
CUTTING SERVICES FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT OF
INSPECTIONAL SERVICES BETWEEN JESSE'S LAWN SERVICE AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

ORDINANCE NUMBER 2526-G- __

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES BETWEEN JESSE'S LAWN SERVICE AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

WHEREAS, Jesse's Lawn Service is in the business of providing grass cutting services; and

WHEREAS, the Village requires such services as part of its 2026 Grass Cutting Enforcement Program (the "*Program*"); and

WHEREAS, Jesse's Lawn Service and the Village desire to enter into a certain agreement pursuant to which Jesse's Lawn Service will provide grass cutting services to the Program.

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

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

Section 2. The Agreement to Contract for Grass Cutting Services for Properties Identified by the Department of Inspectional Services by and between the Village of Franklin Park, Cook County, Illinois and Jesse's Lawn Service (the "*Agreement*"), a copy of which is attached

hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village 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 officials, officers, employees, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of _____ 2026, 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 _____ 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

**AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES FOR
PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES**

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Jesse's Lawn Service, located at 9502 Davis Street, Franklin Park, Illinois 60131 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

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

PRELIMINARY STATEMENTS

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

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

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2026 Grass Cutting Enforcement Program of the Village (the "*Program*"); and

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

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

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to certain properties solely identified by the Department of Building (the "*Department*"), on an as needed and requested basis. The Department shall identify said properties for Service, from time to time, on a non-recurring basis. The list of properties in the Program of which the Contractor shall provide Service may be amended at any

time by the Department. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to Contractor as full compensation for Service the amount of twenty two dollars and no/100 (\$22.00) for each property receiving Service from the Contractor; however, for a large property or for a property requiring excessive clean-up, the Deputy Building Director and Contractor may agree on a different amount of compensation before Service is provided. The Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and

exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

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

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

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

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

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

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

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine

that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

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

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

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

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

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Director, Building Department

If to Contractor: Jesse's Lawn Service
9502 Davis Street
Franklin Park, Illinois 60131
Attn: Jesse Lopez

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

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

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

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of fifteen (15) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2026.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2026.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2026.

Contractor

By: _____

Its: _____

By: _____

Its: _____



1321 Upland Dr. Suite 8389
Houston, TX 77043
United States

ORDER FORM

Prepared By: Skyler Lu
Email: skyler.lu@vertexone.net
Phone: 214-576-1053
Legal Entity: VertexOne Software, LLC

Client Name: Franklin Park IL, Village of
Contact Name: Ewelina Kubkowski
Email: ekubkowski@vofp.com
Phone: 847-671-8252

Offer Valid Through: 3/28/2026
Effective Date: 6/2/2026
Contract Term (months): 12
Contract End Date: 6/1/2027
Payment Frequency: Annually in Advance
Payment Terms: Net 30

Year 1

VertexOne Product	VertexOne SKU	Unit of Measure	Contractual Minimum	Unit Fee	Amount	Monthly SaaS Fee
VertexOne Digital Base	EV1000	Active Accounts	1.00	\$9,900.00000	\$9,900.00	\$825.00
VXsmart for Water Saas	EV2001	Managed Meters	6,000.00	\$0.44000	\$2,640.00	\$220.00

ORDER TOTAL \$12,540.00



1321 Upland Dr. Suite 8389
Houston, TX 77043
United States

Transactional Fees

Price Component	Price	Note
System Generated Notifications	\$0.00	Unlimited notifications are included at no-cost to Client
On Demand Notifications Composition and Initiation Fee	\$0.005	Per On Demand communication (Email, SMS, Print and/or Call) generated by VertexOne
Electronic Document Archival Notifications and Document Images (up to 24 months)	\$ 0.005	One-time charge, per item archived within VertexOne. This applies to all documents that incur composition fees (detailed above) or documents uploaded by Client staff and/or Client end-customers.
VertexOne SMS Gateway Transactional Fee	Cost + 10%	Per SMS sent
VertexOne Print & Consumable Transactional Fee	Cost + 10%	All services bill to VertexOne by VertexOne print vendors exclusively for printed Welcome Letters, Home Water Reports and/or Leak Alerts

Rate Card

Rate Card	Price	Note
VertexOne Blended Rate	\$ 225.00	Per hour for professional services

Terms and Conditions

Introduction

This order replaces and supersedes any other previous Order Forms, and/or understandings between VertexOne Software, LLC and Franklin Park IL, Village of ("Client") Agreement dated, _____, pertaining to the subject matter herein and for the products listed above. Notwithstanding the foregoing, Client shall remain responsible for any and all amounts already due and/or payable for the products listed above up to the Billing Start Date of this Order. In the event of a conflict between the Agreement and this Order Form, the Order Form shall control. VertexOne pricing is presented in USD.

Timely Renewal Policy

If Client uses the Software beyond the Subscription End Date, VertexOne may apply a twenty-five percent (25%) increase to the Fees and may, in its sole discretion, add new charges (including charges to account for increases or decreases in transaction volume). If Client has agreed to a renewal (in an Order Form or Statement of Work) before the Subscription End Date or the first day of the hold-over period, the relevant Order Form or Statement of Work associated with such renewal shall prevail. Client understands that pricing is contingent on timely renewal and failure to timely renew requires VertexOne to allocate resources in a manner that incurs additional cost. If a renewal is agreed after the hold-over period, no refund or credit against future fees will be given.



1321 Upland Dr. Suite 8389
Houston, TX 77043
United States

Change Management Policy

Where either Party sees the need for a change, Client may request or VertexOne may recommend such Change in accordance with the Change Management Process outlined in Exhibit A. Either Party may also seek additional information or suggest reasonable modifications to a proposed change. Additional work falling under the Change Management Policy will be billed at the VertexOne Blended Rate, excluding travel expenses. The VertexOne Blended Rate is subject to Annual Escalation increases per the Agreement terms.

Transactional Fees

Transactional Fees are determined by the volume of Services consumed and will be invoiced on the first full business day of the month following the provision of the Service, or the first full business day of the month following the availability of invoices or tracking data required to determine the payment amount.

As an express condition of the Client's use of Services, the Client agrees to pay the transactional Fees. Any undisputed amount owing under this section not paid in accordance with its due date shall be a default and subject to the rights and remedies set out in the Agreement.

Signatures

VertexOne
Name: _____
Title: _____
Date: _____
Signature: _____

Client
Name: _____
Title: _____
Date: _____
Signature: _____