

**VILLAGE OF FRANKLIN PARK  
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY  
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF  
2/5/2024**

<b><u>Payroll Ending</u></b>	<b><u>01/13/24</u></b>	<b><u>01/27/24</u></b>	<b><u>TOTALS</u></b>
Village Portion of Social Security	12,139.87	12,041.62	
Village Portion of Medicare	7,919.92	7,870.21	
Prior Month Village Portion of IMRF	0.00	5,002.29	
Payroll	552,306.21	542,311.00	
Special Payroll (Police Uniforms)		19,387.50	
<b>Total Payroll Expense</b>	<b>572,366.00</b>	<b>586,612.62</b>	<b>\$ 1,158,978.62</b>
<b><u>Manual Checks &amp; Wires</u></b>			
Manual Checks	<u>315,178.15</u>		
<b>Total Manual Checks &amp; Wires</b>			<b>\$ 315,178.15</b>
<b><u>ACH Debits</u></b>			
Health Insurance Premium	294,202.67		
City of Chicago (Water Payment)			
<b>Total ACH Debits</b>			<b>\$ 294,202.67</b>
<b>Payable Vouchers</b>			
Payable Voucher 02-02-2024	1,359,005.01		
<b>Total Payable Vouchers</b>			<b>\$ <u>1,359,005.01</u></b>
<b>Grand Total Payments</b>			<b>\$ <span style="border: 1px solid black; padding: 2px;">3,127,364.45</span></b>

# Accounts Payable

## Computer Check Proof List by Vendor

User: cperez  
 Printed: 02/01/2024 - 4:29PM  
 Batch: 00209.02.2024



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3443 PSI670862	1ST AYD CORPORATION Gel lubes, toliet papers, roll towels, gloves	656.32	02/09/2024	Check Sequence: 1 10-90-62680	ACH Enabled: False
	Check Total:	656.32			
Vendor: 5002 37321	34 PUBLISHING, INC. Design services for Feb2024 newsletter	450.00	02/09/2024	Check Sequence: 2 10-01-51880	ACH Enabled: False
	Check Total:	450.00			
Vendor: 2615 6289	A.W.E.S.O.M.E. PEST SERVICE INC. Exterminating srvcs Jan2024	510.00	02/09/2024	Check Sequence: 3 10-60-62460	ACH Enabled: False
	Check Total:	510.00			
Vendor: 1259 147137/1 147188/1 147234/1 147248/1 147274/1 147338/1	ACE HARDWARE - FIRE Torch trigger Electrical & gas line parts for new dryer install Humidifier supplies, cleaning supplies Industrial velcro Truck wash brush handles Brake fluid and windshield wash (4)	40.46 54.84 50.40 11.43 37.82 17.95	02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 4 10-30-80570 10-30-62040 10-30-62050 10-30-62050 10-30-62030 10-30-50110	ACH Enabled: False
	Check Total:	212.90			
Vendor: 1260 147198/1 147237/1 147317/1	ACE HARDWARE - SEWER & WATER Brushes, rollers, sealers, trayset, trowl pointing power strip outlets, tv surges Outlets, paper towels	372.15 117.88 47.49	02/09/2024 02/09/2024 02/09/2024	Check Sequence: 5 10-90-62070 34-01-62590 34-01-52200	ACH Enabled: False
	Check Total:	537.52			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1264	ACE HARDWARE - STREETS			Check Sequence: 6	ACH Enabled: False
147139/1	Key double cut	3.99	02/09/2024	34-01-62860	
147197/1	Keys single cut	40.08	02/09/2024	10-90-62590	
	Check Total:	44.07			
Vendor: 3923	ADMINISTRATIVE CONSULTING SPECIALI			Check Sequence: 7	ACH Enabled: False
1721	2024 annual contract- Fire	7,000.00	02/09/2024	10-30-56000	
1722	2024 annual contract- police	7,000.00	02/09/2024	10-20-52002	
	Check Total:	14,000.00			
Vendor: 3364	ADP SCREENING & SELECTION			Check Sequence: 8	ACH Enabled: False
1245111-01-2024	Monthly screening srvc Dec 2023	32.32	02/09/2024	10-60-60000	
1245111-01-2024	Additional screening products	18.66	02/09/2024	10-60-60000	
	Check Total:	50.98			
Vendor: 3028	AHEAD OF OUR TIME PUBLISHING			Check Sequence: 9	ACH Enabled: False
16686	Annual subscription	500.00	02/09/2024	10-01-51700	
	Check Total:	500.00			
Vendor: UB*00682	SAM & DEBBIE AIELLO			Check Sequence: 10	ACH Enabled: False
	Refund Check 006009-000, 3414 HAWTHORNE	2,333.24	01/19/2024	34-00-20100	
	Refund Check 006009-000, 3414 HAWTHORNE	1,376.87	01/19/2024	34-00-20100	
	Check Total:	3,710.11			
Vendor: 3050	AIR ONE EQUIPMENT, INC.			Check Sequence: 11	ACH Enabled: False
202044	V-fit harness, leg straps, paddings, suspensions	934.50	02/09/2024	34-01-82840	
202095	SCBA bottle repair	93.00	02/09/2024	10-30-50800	
	Check Total:	1,027.50			
Vendor: 0013	ALLIED ASPHALT PAVING CO.			Check Sequence: 12	ACH Enabled: False
248820	2023 pickup IDOT	505.26	02/09/2024	10-90-62600	
	Check Total:	505.26			
Vendor: 1941	ALTORFER INDUSTRIES CAT			Check Sequence: 13	ACH Enabled: False
P6AC0090287	Parts- Brg as TPR	80.68	02/09/2024	08-01-50090	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
P6AC0090571	Parts- Edges, bolts, nuts, washers, tip impacts	589.84	02/09/2024	08-01-50090	
P6AC0090792	Edge (2)	414.44	02/09/2024	08-01-50090	
P6AC0090895	Parts- steps	277.98	02/09/2024	08-01-50090	
P6AC0091010	Plates, brackets, cover	1,052.02	02/09/2024	08-01-50090	
	Check Total:	2,414.96			
Vendor: 1776 034257	AMERICAN DOOR AND DOCK Parts and Labor- rear overhead door repair (fleet garage)	901.75	02/09/2024	34-02-62590	ACH Enabled: False
	Check Total:	901.75			
Vendor: 3465 395889	AMERICANEAGLE.COM, INC. Monthly fee for hosting, hawksearch, retainer hour- Jan	535.00	02/09/2024	10-02-54300	ACH Enabled: False
	Check Total:	535.00			
Vendor: 0389 246580	ANDAX (2) 20 gallon tank trap	256.57	02/09/2024	10-30-80570	ACH Enabled: False
	Check Total:	256.57			
Vendor: 4916 012824	ANDY YBARRA Per diem for NLC- Atlanta	333.00	02/09/2024	10-01-53150	ACH Enabled: False
	Check Total:	333.00			
Vendor: 5347	ARAMARK			Check Sequence: 18	ACH Enabled: False
6020171496	Carpet service	119.48	02/09/2024	10-20-52600	
6020171497	Carpet service	199.77	02/09/2024	10-13-52600	
6020177863	Carpet service	119.48	02/09/2024	10-20-52600	
6020177864	Carpet service	199.77	02/09/2024	10-13-52600	
6020184103	Carpet service	199.77	02/09/2024	10-13-52600	
6020188383	Carpet service	199.77	02/09/2024	10-13-52600	
6020196874	Carpet service	119.48	02/09/2024	10-20-52600	
6020196875	Carpet service	199.77	02/09/2024	10-13-52600	
6020198952	Carpet service	119.48	02/09/2024	10-20-52600	
6020198953	Carpet service	199.77	02/09/2024	10-13-52600	
6020201102	Carpet service	119.48	02/09/2024	10-20-52600	
6020201103	Carpet service	199.77	02/09/2024	10-13-52600	
6020203178	Carpet service	199.77	02/09/2024	10-13-52600	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,195.56			
Vendor: 1504	APRIL ARELLANO			Check Sequence: 19	ACH Enabled: False
01182024	Per diem for NLC- Atlanta	333.00	02/09/2024	10-18-52000	
011824	Reimbursement for airfare & transportation-NLC	283.69	02/09/2024	10-18-52000	
	Check Total:	616.69			
Vendor: 3832	AT&T			Check Sequence: 20	ACH Enabled: False
4760085807	Franklin Park water tower Jan	734.22	02/09/2024	10-02-51200	
	Check Total:	734.22			
Vendor: 5242	AT&T			Check Sequence: 21	ACH Enabled: False
847233023412	Multiple single line charges PD- Dec	239.96	02/09/2024	10-02-51200	
847233053512	Multiple single line charges PD- Dec	177.27	02/09/2024	10-02-51200	
847288012601	Fire station 1 outside phone- Dec	50.52	02/09/2024	10-02-51200	
847451129201	Multiple Norcomm single line charges for Jan	221.75	02/09/2024	10-02-51200	
847671155601	Alarm circuits and multiple single lines for Jan	398.83	02/09/2024	10-02-51200	
847678617112	Fire station 2 outside phone- Dec	50.52	02/09/2024	10-02-51200	
	Check Total:	1,138.85			
Vendor: 1272	AT&T TELECONFERENCE SERVICES			Check Sequence: 22	ACH Enabled: False
401-004838	Conference call services- Dec	27.48	02/09/2024	10-02-51200	
	Check Total:	27.48			
Vendor: 6665	IRENE AVITIA			Check Sequence: 23	ACH Enabled: False
012524	Per diem for NLC- Atlanta	333.00	02/09/2024	10-01-53150	
	Check Total:	333.00			
Vendor: 0679	BACKFLOW SOLUTIONS INC			Check Sequence: 24	ACH Enabled: False
8751	Annual online subscription fee	495.00	02/09/2024	34-01-62835	
	Check Total:	495.00			
Vendor: 1412	BATTERY SERVICE CORP			Check Sequence: 25	ACH Enabled: False
0106171	(2) SD31S batteries #219	275.00	02/09/2024	08-01-50034	
0106171	(1) Motorcraft 65 #216	139.95	02/09/2024	08-01-50090	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
0106374	3 batteries #220	406.50	02/09/2024	08-01-50090	
0106374	Motorcraft group 65 inventory	133.95	02/09/2024	08-01-50020	
0106374	Heavy duty battery chargers/jumper	796.95	02/09/2024	08-01-50090	
	Check Total:	1,752.35			
Vendor: 0925 2450	BELLWOOD ELECTRIC MOTORS, INC. Service to work on pump #2 at King st	3,200.00	02/09/2024	Check Sequence: 26 34-01-50940	ACH Enabled: False
	Check Total:	3,200.00			
Vendor: 2036 BTL-23136-2	BEST TECHNOLOGY SYSTEMS, INC Bullet trap inspection and supplies	2,390.00	02/09/2024	Check Sequence: 27 10-20-52700	ACH Enabled: False
	Check Total:	2,390.00			
Vendor: 1571 8514587 8565180	BRADY INDUSTRIES Janitorial supplies Tissue boxes	219.15 72.00	02/09/2024 02/09/2024	Check Sequence: 28 10-20-52600 34-01-62680	ACH Enabled: False
	Check Total:	291.15			
Vendor: 1609 3534506 3534629 3534870 3535019 3535021 3535455	BRISTOL HOSE & FITTING Custom Hydraulic hose assembly case loader Custom Hydraulic hoses loader #2 4 ( 1/2" union tee hydraulic fittings) snow plows Custom Hydraulic hose assembly and fittings #snow plows Custom Hydraulic hose #217 1/2 straight thread adapter (10 @ \$4.77 each)	435.61 689.13 49.98 526.80 77.09 47.76	02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 29 08-01-50034 08-01-50090 08-01-50090 10-90-50100 08-01-50090 08-01-50090	ACH Enabled: False
	Check Total:	1,826.37			
Vendor: 2264 INV1587265	CDS Office Technologies Keyboards for cf-33	1,190.00	02/09/2024	Check Sequence: 30 10-02-80100	ACH Enabled: False
	Check Total:	1,190.00			
Vendor: 2929 085475107000	CHICAGO TRIBUNE MEDIA GROUP #7546306 2024 Village meetings	89.76	02/09/2024	Check Sequence: 31 10-18-51840	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	89.76			
Vendor: 0968 6	CHRISTOPHER B. BURKE ENGINEERING, I Front st/Carnation st connector 11/26-12/31/23	2,251.41	02/09/2024	Check Sequence: 32 52-01-82800	ACH Enabled: False
	Check Total:	2,251.41			
Vendor: 3644 0167317Dec23 0168083Jan24	COMCAST Cable services Dec/Jan Internet for PD - Feb	95.31 176.85	02/09/2024 02/09/2024	Check Sequence: 33 10-20-52600 10-02-51200	ACH Enabled: False
	Check Total:	272.16			
Vendor: 5257 1745166000Jan24 1862148017Jan24 2679065011Jan24 3893073029Jan24	COMED Aggregation report fee 2709 Scott 1862148017 12/6-01/9/24 3022 Cullerton 2679065011 11/29-01/2/24 3900 Mannheim 3893073029 12/6-01/9/24	64.00 586.34 44.82 24.60	02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 34 10-50-62330 34-02-62800 10-50-62330 10-50-62330	ACH Enabled: False
	Check Total:	719.76			
Vendor: 1337 332234	CORPORATE BUSINESS CARDS, LTD Jan 2024 newsletters	2,336.71	02/09/2024	Check Sequence: 35 10-01-51880	ACH Enabled: False
	Check Total:	2,336.71			
Vendor: 1071 15005270	COZEN O'CONNOR Lobbyist services, Jan2024	3,500.00	02/09/2024	Check Sequence: 36 10-12-67560	ACH Enabled: False
	Check Total:	3,500.00			
Vendor: 1464 0000398160 0000398857	D&P CONSTRUCTION CO., INC. Switches Switches	455.00 705.00	02/09/2024 02/09/2024	Check Sequence: 37 09-01-64000 09-01-64000	ACH Enabled: False
	Check Total:	1,160.00			
Vendor: 3126 S1635938	DLT SOLUTIONS, LLC Reverse 911 annual fee	5,457.13	02/09/2024	Check Sequence: 38 10-30-62190	ACH Enabled: False
	Check Total:	5,457.13			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3093 4629	DOBSON ENTERTAINMENT, INC Social media video- Grand funding	900.00	02/09/2024	Check Sequence: 39 10-01-51880	ACH Enabled: False
	Check Total:	900.00			
Vendor: 8004 6388324	DTN, LLC WxSentry online subscription	1,152.00	02/09/2024	Check Sequence: 40 10-90-62600	ACH Enabled: False
	Check Total:	1,152.00			
Vendor: 3026 146697524011 146697524011 146697524011 146697524011 146697524011 146697524011 146697524011 146697524011 146697524011 146697524011 146697524011 146697524011 146697524011 146697524011	DYNEGY ENERGY SERVICES 10800/11000 King St 0 Franklin Ave 2998 Hart 2401 Scott 129 West Manor 9535 Belmont 8 Countyline Rd 17th & Fullerton 11201 Taft 9400 Grand 9540 Addison 9229 Grand 9364 Franklin 11400 Copenhagen Additional charge	4,120.09 543.72 115.70 105.85 191.16 8,594.20 950.57 119.66 53.99 639.27 75.84 222.11 174.72 377.87 3.98	02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 41 34-01-62800 10-50-62330 34-02-62800 10-50-62330 34-02-62800 34-01-62800 34-02-62800 34-02-62800 10-50-62330 10-50-62330 34-02-62800 10-50-62330 34-02-62800 34-02-62800	ACH Enabled: False
	Check Total:	16,288.73			
Vendor: 1755 31499	E. HOFFMAN, INC. Mixed load spolis hauled out	1,090.00	02/09/2024	Check Sequence: 42 34-01-62860	ACH Enabled: False
	Check Total:	1,090.00			
Vendor: 5498 4748401	EFAX CORPORATE Efax software for HR- Dec	34.99	02/09/2024	Check Sequence: 43 10-02-54200	ACH Enabled: False
	Check Total:	34.99			
Vendor: 3829 10993 10996	ELECTRICAL SYSTEMS, INC. Scada system upgrade- PLC installations, testing Comed Outage work	103,000.00 2,864.98	02/09/2024 02/09/2024	Check Sequence: 44 34-01-88911 34-01-50940	ACH Enabled: False



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	105,864.98			
Vendor: 3277 S005496	ELEVATED SAFETY Rope rescue operations class	1,300.00	02/09/2024	Check Sequence: 45 10-30-52001	ACH Enabled: False
	Check Total:	1,300.00			
Vendor: 3278 120652 120655 120968	ELEVATOR INSPECTION SERVICES Inspection for 9401 Grand Village wide inspections 14 elevators Inspection for 10601 Belmont	80.00 441.00 80.00	02/09/2024 02/09/2024 02/09/2024	Check Sequence: 46 10-13-60550 10-13-60550 10-13-60550	ACH Enabled: False
	Check Total:	601.00			
Vendor: 2570 2613067 2613068 2613069 2613071	EMERGENCY MEDICAL PRODUCTS, INC. N95 masks N95 masks N95 masks N95 masks	50.01 50.01 50.01 50.01	02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 47 10-30-82080 10-30-82080 10-30-82080 10-30-82080	ACH Enabled: False
	Check Total:	200.04			
Vendor: 6225 ESO-130406	ESO SOLUTIONS, INC. Software inspections & properties	1,098.57	02/09/2024	Check Sequence: 48 10-02-54200	ACH Enabled: False
	Check Total:	1,098.57			
Vendor: 4039 5396090Jan24 5396090Jan24 5396090Jan24 5396090Jan24 5396090Jan24	EUCLID MANAGERS Dental Feb2024 Vision Feb2024 Short term disability Feb2024 Long term disability Feb2024 Voluntary life Feb2024	14,628.18 877.00 3,701.84 1,199.63 1,329.56	02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 49 10-52-62390 10-52-62390 10-52-62370 10-52-62370 10-52-59000	ACH Enabled: False
	Check Total:	21,736.21			
Vendor: 3904 8-354-42632	FEDEX Mailing	36.64	02/09/2024	Check Sequence: 50 34-01-51500	ACH Enabled: False
	Check Total:	36.64			
Vendor: 4788 0476477 0481634	FERGUSON WATERWORKS #2516 Antennas Wall MIUs (qty 260)	651.94 32,450.60	02/09/2024 02/09/2024	Check Sequence: 51 34-01-62835 34-01-62835	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	33,102.54			
Vendor: 2034	FIRE SERVICE, INC			Check Sequence: 52	ACH Enabled: False
IL-11515	Ambulance 481 oil change & inspection	800.00	02/09/2024	10-30-50110	
IL-11516	Ambulance 481 Exhaust pipe repairs	766.21	02/09/2024	10-30-50110	
	Check Total:	1,566.21			
Vendor: 0081	FRANKLIN PARK PLUMBING CO., INC.			Check Sequence: 53	ACH Enabled: False
375.20.1	Martens St combined sewer rerouting 12/18/23-1/26/24	200,577.30	02/09/2024	34-02-89103	
	Check Total:	200,577.30			
Vendor: 4885	FREEDOM HEATING & COOLING, INC.			Check Sequence: 54	ACH Enabled: False
35953546	Service call, thermostats bad at pump house- diagnostics labor	335.00	02/09/2024	34-01-62900	
35977333	Service call, 2nd floor office no heat- diagnostics labor	410.00	02/09/2024	10-90-62590	
35994229	Service call, to replace filters- diagnostics labor	592.00	02/09/2024	10-90-62590	
35994741	Service call, replace thermostats @ pump house- diagnostics lab	730.38	02/09/2024	34-01-62900	
	Check Total:	2,067.38			
Vendor: 0050	GALLS, INC			Check Sequence: 55	ACH Enabled: False
26599872	Rain coats	86.87	02/09/2024	10-20-60590	
	Check Total:	86.87			
Vendor: 6062	GBJ SALES, LLC			Check Sequence: 56	ACH Enabled: False
5193	Hand cleaners, gloves	671.33	02/09/2024	34-01-60600	
5193	Hand cleaners, gloves	671.32	02/09/2024	34-02-60600	
	Check Total:	1,342.65			
Vendor: 5200	GRAINGER			Check Sequence: 57	ACH Enabled: False
9956260062	Visor transmitters, batteries, bench brushes	264.49	02/09/2024	10-90-62590	
9956260070	Inflator gauge, dual head gauges	313.28	02/09/2024	10-90-62590	
9961022606	Channel receiver	101.06	02/09/2024	10-90-62590	
9961022614	Quick connect sockets, plugs	525.90	02/09/2024	10-90-62070	
9966590557	Cabinet	203.39	02/09/2024	10-90-82630	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,408.12			
Vendor: 5199 175922	GRANICUS FOIA services- open records module	2,686.77	02/09/2024	Check Sequence: 58 10-18-80400	ACH Enabled: False
	Check Total:	2,686.77			
Vendor: 4516 2401009	GW & ASSOCIATES, PC Payroll processing Dec2023	3,600.00	02/09/2024	Check Sequence: 59 10-60-51900	ACH Enabled: False
	Check Total:	3,600.00			
Vendor: 1555 42740 42899 42918 42919 42921 42922 42933 42939	H&H ELECTRIC COMPANY Street lighting maint- 3026 Bright Street lighting maint- village hall parking lot Cross walk flashers- 25th & Gage Street lighting maint- various locations Street lighting maint- Franklin Ave Street lighting maint- various locations Street lighting & illuminate sign Traffic signal cont maint- various locations	418.58 236.63 646.23 1,854.00 2,985.95 1,353.11 2,104.68 997.50	02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 60 10-50-62340 10-50-62340 10-90-62690 10-50-62340 10-50-62340 10-50-62340 10-50-62340 10-90-62690	ACH Enabled: False
	Check Total:	10,596.68			
Vendor: 3703 013024	GILBERT HAGERSTROM Per diem for NLC- Atlanta	333.00	02/09/2024	Check Sequence: 61 10-01-53150	ACH Enabled: False
	Check Total:	333.00			
Vendor: 3099 HPI23-0163FP01 HPI23-0164FP01	HANRAHAN PRIVATE INVESTIGATIONS, IP Tax notice bill - 9601 Franklin Ave Tax notice bill - 3044 Franklin Ave	1,213.60 1,213.60	02/09/2024 02/09/2024	Check Sequence: 62 10-72-62557 10-72-62557	ACH Enabled: False
	Check Total:	2,427.20			
Vendor: 1026 11616-1 11618-1 11625-1 11637-1 11643-1 11653-1	HARPOS V.I.P AUTOPARTS Brake pads, rotors, sway bar bushings, oil filter, damper #227 Oil filters and air filter loader #2 Bushings #227 4 strap clamps #225 4 gallons anti freeze #203 Oil filters ( 12@2.75) squad stock filters	297.72 56.84 13.25 63.40 35.80 33.00	02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 63 08-01-50090 08-01-50090 08-01-50090 08-01-50090 08-01-50090 08-01-50020	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
11653-1	Permatex seal	28.80	02/09/2024	08-01-50020	
11654-1	Stats and caps #217	43.76	02/09/2024	08-01-50090	
11656-1	Rotors and pads #877	316.47	02/09/2024	08-01-50020	
11664-1	2 batteries #484	232.77	02/09/2024	08-01-50030	
11690-1	Engine oil cooler #212	253.37	02/09/2024	08-01-50034	
11691-1	Air fuel sensor #872	89.50	02/09/2024	08-01-50020	
11701-1	Oil filter #212	18.44	02/09/2024	08-01-50034	
11704-1	blower register #212	24.55	02/09/2024	08-01-50034	
11728-1	Universal hanger #477	6.42	02/09/2024	08-01-50030	
11729-1	Rotors, pads and grease #881	322.37	02/09/2024	08-01-50020	
11737-1	Oil CLR gasket	22.38	02/09/2024	08-01-50034	
	Check Total:	1,858.84			
Vendor: 4497	HEALY ASPHALT CO. LLC			Check Sequence: 64	ACH Enabled: False
39182	UPM cold mix	3,783.45	02/09/2024	10-90-62600	
	Check Total:	3,783.45			
Vendor: 4004	HOME DEPOT CREDIT SERVICES			Check Sequence: 65	ACH Enabled: False
2512407	Supplies	90.67	02/09/2024	10-30-62060	
	Check Total:	90.67			
Vendor: 1817	HR SIMPLIFIED			Check Sequence: 66	ACH Enabled: False
81583	COBRA notices Dec23	76.89	02/09/2024	10-60-51950	
	Check Total:	76.89			
Vendor: 1860	ILLINOIS COUNTIES RISK MANAGEMENT			Check Sequence: 67	ACH Enabled: False
S-INV000902	Property & liability Premium Feb2024	88,327.00	02/09/2024	10-32-62190	
S-INV000903	Work Comp Premium Feb2024	50,152.00	02/09/2024	10-32-62200	
S-INV002035	Deductible recovery #221229W004	2,665.25	02/09/2024	10-32-62190	
	Check Total:	141,144.25			
Vendor: 0404	Illinois Manufacturers Assoc			Check Sequence: 68	ACH Enabled: False
9961	2024 IMA membership	500.00	02/09/2024	10-12-52100	
	Check Total:	500.00			
Vendor: 0402	ILLINOIS MUNICIPAL LEAGUE			Check Sequence: 69	ACH Enabled: False
01152024	2024 membership dues	1,500.00	02/09/2024	10-01-52135	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,500.00			
Vendor: 0319 25218	IMPRINTS LABEL & DECAL Inventory tags	190.00	02/09/2024	Check Sequence: 70 10-30-80570	ACH Enabled: False
	Check Total:	190.00			
Vendor: 1534 209067	JKS VENTURES, INC. Limestone	3,164.85	02/09/2024	Check Sequence: 71 34-01-62860	ACH Enabled: False
	Check Total:	3,164.85			
Vendor: 1189 012524 012524-1	John Johnson Per diem for NLC- Atlanta Reimbursement for airfare & transportation- NLC	333.00 566.92	02/09/2024 02/09/2024	Check Sequence: 72 10-01-53150 10-01-53150	ACH Enabled: False
	Check Total:	899.92			
Vendor: 3052 2024-0599 2024-0599 2024-0599	JULIE, INC. Annual print/email transmissions Annual print/email transmissions Annual print/email transmissions	1,677.58 1,677.58 1,677.58	02/09/2024 02/09/2024 02/09/2024	Check Sequence: 73 34-01-62860 34-02-63070 10-90-62600	ACH Enabled: False
	Check Total:	5,032.74			
Vendor: 4545 18058 18058 18058 18058 18058 18058 18058 18058	KCS COMPUTER TECHNOLOGY Consulting services Dec Proofpoint spam filter software GFI AV server & workstation monitoring software Max online back of servers for Solarwind Office 365 SentinelOne server software Veem back replication IronScales	162.50 651.82 1,235.96 450.00 2,098.00 368.00 135.00 676.00	02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 74 10-02-51150 10-02-54200 10-02-54200 10-02-55040 10-02-54200 10-02-54200 10-02-55040 10-02-54200	ACH Enabled: False
	Check Total:	5,777.28			
Vendor: 0110 4842 4844	KRIETER CONCRETE CONST. Replacement of combo sewer & street due to water sys repair Replacement of reinforced street opening 2934 Sunset	3,865.00 4,480.00	02/09/2024 02/09/2024	Check Sequence: 75 34-02-63070 34-01-62860	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
4845	Replacement of reinforced section of entranceway of sidewalk	5,320.00	02/09/2024	34-01-62860	
4846	Replacement of reinforced service walk-3000 block of Elder Ln	2,275.00	02/09/2024	34-01-62860	
4848	Replacement of reinforced storm sewer and street-Crescent Dr	3,570.00	02/09/2024	34-02-63070	
4851	Replacement of reinforced street opening water sys repair	2,900.00	02/09/2024	34-01-62860	
4858	Replacement of reinforced section of concrete st	5,575.00	02/09/2024	34-01-62860	
	Check Total:	27,985.00			
Vendor: 5802 01182024	LAKHIA, LLC Reimbursement of pro rated liquor license	975.00	02/09/2024	10-01-30620	Check Sequence: 76 ACH Enabled: False
	Check Total:	975.00			
Vendor: 3922 CHCS348701	LARRY ROESCH CHRYSLER JEEP DODGE I Calabrate cruise module and sensor #883	453.60	02/09/2024	10-20-50300	Check Sequence: 77 ACH Enabled: False
	Check Total:	453.60			
Vendor: 1507 011924 011924	LAWRENCE ANDOLINO Adjudication services, Jan2024 Adjudication services, Jan2024	1,500.00 1,500.00	02/09/2024 02/09/2024	10-13-40515 10-20-40515	Check Sequence: 78 ACH Enabled: False
	Check Total:	3,000.00			
Vendor: 0358 2420499 2420556 2420556	LED & SAFETY Rain jackets Rain pants, jacket, belt Rain pants, jacket, belt	125.98 75.58 75.58	02/09/2024 02/09/2024 02/09/2024	34-02-60600 34-01-60600 34-02-60600	Check Sequence: 79 ACH Enabled: False
	Check Total:	277.14			
Vendor: 1501 3004 3005	LIVING WATERS CONSULTANTS, INC Silver Creek water quality sampling Silver Creek water quality sampling cost share with Melrose Pk	285.50 1,598.30	02/09/2024 02/09/2024	34-02-63070 34-02-63070	Check Sequence: 80 ACH Enabled: False
	Check Total:	1,883.80			
Vendor: 2029 32768	LUBE SQUAD OF ILLINOIS LLC 55 gallon drum anti freeze #fleet usage	399.00	02/09/2024	08-01-89115	Check Sequence: 81 ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	399.00			
Vendor: 0059 41652	M.E. SIMPSON, CO., INC. Conducted leak location services- 3145 Mannheim	835.00	02/09/2024	Check Sequence: 82 34-01-62860	ACH Enabled: False
	Check Total:	835.00			
Vendor: 0131 55328 55620 55966 56043 56296 56375 56822 56894	MENARDS MELROSE PARK PLT filters, Quad fold LEDs, red wingnuts Filter bags, HE bags, filter cartridges, 16 gal WD vac Urban utilities, cord wraps Cleaning supplies Couplers, screwdrivers, hoses, hex keys Gloves, detergent, tissues, bags, cleaner Space heaters (4), roller seat Channel lock, lock cords, brushes, heater, brushes	192.54 213.24 187.38 19.09 189.27 59.49 547.95 414.96	02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 83 34-01-62680 34-01-62680 10-90-82630 10-90-62680 10-90-62590 34-01-62680 10-90-82630 34-01-62900	ACH Enabled: False
	Check Total:	1,823.92			
Vendor: 1743 55026 55026	MENNON RUBBER & SAFETY PRODUCTS Vests Vests	79.28 79.27	02/09/2024 02/09/2024	Check Sequence: 84 34-01-60600 34-02-60600	ACH Enabled: False
	Check Total:	158.55			
Vendor: 2046 228088A 228126A	MID AMERICAN WATER, INC. Lead 1" comps, copper couplings S screw type valve boxes, screw type risers	1,130.00 3,362.00	02/09/2024 02/09/2024	Check Sequence: 85 34-01-62860 34-01-62860	ACH Enabled: False
	Check Total:	4,492.00			
Vendor: 0329 5492967 81594	MONROE TRUCK EQUIPMENT Hydraulic cylinder Replace 6 way trailer plug	1,753.09 190.00	02/09/2024 02/09/2024	Check Sequence: 86 08-01-50090 08-01-50090	ACH Enabled: False
	Check Total:	1,943.09			
Vendor: 4989 32453	MOTOROLA SOLUTIONS CREDIT COMPAN Annual lease for camera #678-0025239-000	101,976.30	02/09/2024	Check Sequence: 87 10-20-83000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	101,976.30			
Vendor: 1790 01102024 11923	MUNICIPAL CLERKS NORTH & NORTHWE: Dinner meeting (2) 01/10/24 Dinner meeting (2) 11/9/23	60.00 60.00	02/09/2024 02/09/2024	Check Sequence: 88 10-18-52100 10-18-52100	ACH Enabled: False
	Check Total:	120.00			
Vendor: 3650 012324	MUNICIPAL CLERKS OF ILLINOIS Membership for Clerk and Deputy Clerk	130.00	02/09/2024	Check Sequence: 89 10-18-52100	ACH Enabled: False
	Check Total:	130.00			
Vendor: 2106 23-479598	MUNICIPAL MANAGEMENT SERVICES, INC Emergency dispatch services, Jan2024	17,334.34	02/09/2024	Check Sequence: 90 10-20-60400	ACH Enabled: False
	Check Total:	17,334.34			
Vendor: 0328 187311	NATIONAL LEAGUE OF CITIES Annual Direct member dues	1,701.00	02/09/2024	Check Sequence: 91 10-18-52100	ACH Enabled: False
	Check Total:	1,701.00			
Vendor: 4521 08842900006Dec2 15312900002Dec2 18952060202Dec2 50771900003Dec2 55671900003Dec2 67795400000Dec2 70383695817Dec2 83226800007Dec2 87873543729Dec2 93893400007Dec2	NICOR 10001 Addison 08842900006 11/27-12/27/2023 3113 Atlantic 15312900002 11/27-12/27/2023 9225 Grand 18952060202 11/22-12/22/2023 9300 Belmont 50771900003 11/22-12/22/2023 9501 Belmont 55671900003 11/22-12/22/2023 9740 Franklin 67795400000 11/27-12/27/2023 9451 Belmont 70383695817 11/22-12/22/2023 10920 King 83226800007 11/29-12/29/2023 9320 Belmont 87873543729 11/22-12/22/2023 9500 Belmont 93893400007 11/22-12/22/2023	770.36 440.28 47.01 1,116.98 773.98 115.52 1,399.62 524.29 131.22 647.19	02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 92 10-30-52450 10-30-52450 34-02-52450 34-01-62940 10-90-62940 10-13-52550 10-20-52450 34-01-62940 34-02-52450 10-13-52550	ACH Enabled: False



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	5,966.45			
Vendor: 2107 24-5817	NORCOMM PUBLIC SAFETY COMM., INC. Emergency dispatch services, Feb2024	66,780.69	02/09/2024	Check Sequence: 93 10-14-40220	ACH Enabled: False
	Check Total:	66,780.69			
Vendor: 1653 119301 119406 119940 119941 120147 120148 120149 120150	ON TIME EMBROIDERY INC Uniform Leather belt T-shirt and pants Jacket Uniform Uniform Uniform Uniform	374.00 56.00 156.00 125.00 328.00 134.00 40.00 112.00	02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 94 10-30-40806 10-30-40806 10-30-40806 10-30-40806 10-30-40806 10-30-40806 10-30-40806	ACH Enabled: False
	Check Total:	1,325.00			
Vendor: 0270 3398-494747 3398-494917 3398-496004	O'REILLY AUTOMOTIVE, INC. 2 band clamps #225 2 thermostats #217 Steering shaft #872	34.38 15.64 232.30	02/09/2024 02/09/2024 02/09/2024	Check Sequence: 95 08-01-50090 08-01-50090 08-01-50020	ACH Enabled: False
	Check Total:	282.32			
Vendor: 2249 254919335 254919336 254919337 256328522 256328523 256328524 256328525	ORKIN Weekly services Weekly services Weekly services Weekly services Weekly services Weekly services Weekly services	415.99 415.99 415.99 415.99 415.99 415.99 415.99	02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 96 10-60-62460 10-60-62460 10-60-62460 10-60-62460 10-60-62460 10-60-62460	ACH Enabled: False
	Check Total:	2,911.93			
Vendor: 0141 12	PARAMEDIC SERVICES OF ILLINOIS, INC. Ambulance billing for Dec2023	3,905.45	02/09/2024	Check Sequence: 97 10-30-62140	ACH Enabled: False
	Check Total:	3,905.45			
Vendor: 5442	GIULIANO PETRUCCI			Check Sequence: 98	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2023-012	Plumbing inspector services Dec2023	2,100.00	02/09/2024	10-13-40203	
	Check Total:	2,100.00			
Vendor: 7774	PHYSICIANS IMMEDIATE CARE			Check Sequence: 99	ACH Enabled: False
4373978	DOT Exam recertifications x 2 Dec2023	200.00	02/09/2024	10-52-53000	
4373978	New employee physical Admin Dec2023	140.00	02/09/2024	10-52-53000	
4373978	New employee DOT exam Dec2023	318.00	02/09/2024	10-52-53000	
4373978	DOT drug & alcohol test Dec2023	108.00	02/09/2024	10-52-53000	
4373978	Hepatitis B vaccine Dec2023	110.00	02/09/2024	10-52-53000	
	Check Total:	876.00			
Vendor: 2089	PROSHRED SECURITY			Check Sequence: 100	ACH Enabled: False
1329988	Purge executive consoles (3)	76.32	02/09/2024	10-18-80500	
	Check Total:	76.32			
Vendor: UB*00683	BALTAZAR & MARIA RAMIREZ			Check Sequence: 101	ACH Enabled: False
	Refund Check 009334-000, 2909 ERNST	482.89	01/22/2024	34-00-20100	
	Refund Check 009334-000, 2909 ERNST	389.89	01/22/2024	34-00-20100	
	Check Total:	872.78			
Vendor: 5340	RC COMMUNICATIONS			Check Sequence: 102	ACH Enabled: False
16075	New amp for board room	899.00	02/09/2024	10-02-80100	
	Check Total:	899.00			
Vendor: 4552	REPUBLIC SERVICES #551			Check Sequence: 103	ACH Enabled: False
0551-015844670	Scavenger services, Jan2024	146,474.44	02/09/2024	09-01-64010	
	Check Total:	146,474.44			
Vendor: 0967	ROESCH FORD			Check Sequence: 104	ACH Enabled: False
FOCS203543	Parts and labor replaced module #201	429.50	02/09/2024	10-90-50100	
	Check Total:	429.50			
Vendor: 2117	ROZALADO & CO			Check Sequence: 105	ACH Enabled: False
36075	Cleaning services VH, streets 12/11-12/24/2023	1,381.80	02/09/2024	10-13-52600	
36712	Cleaning services PD 12/25-1/7/2024	1,631.33	02/09/2024	10-20-52600	
36712	Cleaning services VH and streets 12/25-1/7/2024	1,381.80	02/09/2024	10-13-52600	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	4,394.93			
Vendor: 2665 012724	WILLIAM RUHL Per diem for NLC- Atlanta	333.00	02/09/2024	Check Sequence: 106 10-01-53150	ACH Enabled: False
	Check Total:	333.00			
Vendor: 2419 SPI20485064 SPI20494979 SPI20494980	RUSSO'S POWER EQUIPMENT Hydraulic hoses #225 160 lb ice melt bags Power melt 50 lb bags	15.99 1,460.16 1,568.00	02/09/2024 02/09/2024 02/09/2024	Check Sequence: 107 10-90-62780 34-01-82840 10-90-62600	ACH Enabled: False
	Check Total:	3,044.15			
Vendor: 2960 8854	S & E INSPECTIONS, INC. Safety inspection #480	38.00	02/09/2024	Check Sequence: 108 10-30-50100	ACH Enabled: False
	Check Total:	38.00			
Vendor: 1899 8768919	SERVICE SANITATION, INC. Portable restrooms	204.27	02/09/2024	Check Sequence: 109 10-90-62600	ACH Enabled: False
	Check Total:	204.27			
Vendor: 3739 166648 170013	SMG SECURITY SYSTEMS, INC. Camera work Handicap button on front door	4,428.00 280.00	02/09/2024 02/09/2024	Check Sequence: 110 10-02-55050 10-20-52600	ACH Enabled: False
	Check Total:	4,708.00			
Vendor: 3336 354.19.15 375.20.20 472.21.36 573.22.18 580.22.4 586.22.12 618.23.9 618.23.9	SMITH LASALLE 9621 Pacific building demo 12/18/23-1/28/24 Martens Sanitary sewer 12/18/23-1/28/24 Franklin Ave STP phase III 12/18/23-1/28/24 King st improvements 12/18/23-1/28/24 South Industrial Area imp 12/18/23-1/28/24 Schiller Blvd phase I 12/18/23-1/28/24 Village engineering/PW mgmt services 12/18/23-1/28/24 Village engineering/PW mgmt services 12/18/23-1/28/24	6,438.00 9,682.50 7,477.00 440.00 17,435.00 24,140.00 15,215.40 30,430.80	02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 111 10-90-87000 34-02-89103 65-10-82820 65-20-82800 65-10-84000 65-10-86000 10-90-82800 34-01-82800	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
618.23.9	Village engineering/PW mgmt services 12/18/23-1/28/24	30,430.80	02/09/2024	34-02-82800	
619.23.9	Utilities GIS services 12/18/23-1/28/24	11,268.75	02/09/2024	34-01-62870	
619.23.9	Utilities GIS services 12/18/23-1/28/24	11,268.75	02/09/2024	34-02-62870	
621.23.9	Lead services replacement 12/18/23-1/28/24	14,882.50	02/09/2024	34-01-82800	
623.23.1	2023 sewer cleaning & inspection 12/18/23-1/28/24	3,320.00	02/09/2024	34-02-83191	
	Check Total:	182,429.50			
Vendor: 1846 012924	KAREN SPECIAL Per diem for NLC- Atlanta	259.00	02/09/2024	Check Sequence: 112 10-01-53150	ACH Enabled: False
	Check Total:	259.00			
Vendor: 5294 INV-014297	SPRINGBROOK HOLDING COMPANY LLC Springbrook software remaining balance	20,599.27	02/09/2024	Check Sequence: 113 10-02-54200	ACH Enabled: False
	Check Total:	20,599.27			
Vendor: 3223 903196809 903196810 903210749	STATE INDUSTRIAL PRODUCTS Station cleaning supplies Station cleaning supplies Station cleaning supplies	529.39 348.86 282.41	02/09/2024 02/09/2024 02/09/2024	Check Sequence: 114 10-30-62030 10-30-62030 10-30-62030	ACH Enabled: False
	Check Total:	1,160.66			
Vendor: 1565 8005678796	STERICYCLE, INC Monthly waste services and gallon charges	22.43	02/09/2024	Check Sequence: 115 10-20-60630	ACH Enabled: False
	Check Total:	22.43			
Vendor: 5801 T240129992 T2401992	THE HEZNER CORPORATION Architectural services Architectural services	5,591.30 7,084.15	02/09/2024 02/09/2024	Check Sequence: 116 34-01-52350 34-01-52350	ACH Enabled: False
	Check Total:	12,675.45			
Vendor: 5423 30891	THIRD MILLENNIUM Utility bill rendering Jan2024	2,562.94	02/09/2024	Check Sequence: 117 34-01-62857	ACH Enabled: False
	Check Total:	2,562.94			
Vendor: 3351	THOMSON REUTERS - WEST			Check Sequence: 118	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
849516535	Monthly billing	249.11	02/09/2024	10-20-60560	
	Check Total:	249.11			
Vendor: 2079 117797	TRAFFIC CONTROL & PROTECTION, INC. Manhole protection rings black (10)	2,220.00	02/09/2024	10-90-62610	ACH Enabled: False
	Check Total:	2,220.00			
Vendor: 0337 504228	TRI STATE HYDRAULICS Repair cat cylinder loader #2	1,275.00	02/09/2024	08-01-50090	ACH Enabled: False
	Check Total:	1,275.00			
Vendor: 5342 145225	TRI-ANGLE SCREEN PRINT Sweatshirts	69.00	02/09/2024	34-01-60600	ACH Enabled: False
	Check Total:	69.00			
Vendor: 5271 520540345	U.S. BANCORP GOVT LEASING AND FINA Lease- public works trucks #077-0020331-002	2,638.03	02/09/2024	10-90-68959	ACH Enabled: False
520540345	Lease- public works trucks #077-0020331-002	46,304.44	02/09/2024	10-90-88009	
520540345	Lease- public works trucks #077-0020331-002	975.71	02/09/2024	34-01-68959	
520540345	Lease- public works trucks #077-0020331-002	17,126.30	02/09/2024	34-01-88009	
	Check Total:	67,044.48			
Vendor: 5041 10745993	ULINE SHIPPING SUPPLY SPECIALISTS Earplugs	94.60	02/09/2024	10-20-60630	ACH Enabled: False
	Check Total:	94.60			
Vendor: 0160 114000493-1	UNITED RADIO COMMUNICATIONS Mobile radio and accessories	1,419.74	02/09/2024	10-30-51170	ACH Enabled: False
	Check Total:	1,419.74			
Vendor: 5425 9953954625	VERIZON WIRELESS Data charges for mobile jetpacks- Dec	83.01	02/09/2024	10-02-51200	ACH Enabled: False
	Check Total:	83.01			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1004 78761	VILLA PARK OFFICE EQUIPMENT Desk with chair, file box	943.99	02/09/2024	Check Sequence: 126 34-01-50600	ACH Enabled: False
	Check Total:	943.99			
Vendor: 1379 50507	VILLAGE AUTO BODY & TOWING Parts and labor for 2021 Jeep (insurance involved)	15,348.30	02/09/2024	Check Sequence: 127 10-20-50300	ACH Enabled: False
	Check Total:	15,348.30			
Vendor: 4957 12222023 12222023 12222023 12222023	VISA - PARTNERSHIP FINANCIAL CU Evidence equipment Ammunition supplies Seminar registration Additional charges	150.42 2,468.43 458.00 66.57	02/09/2024 02/09/2024 02/09/2024 02/09/2024	Check Sequence: 128 10-20-60630 10-20-60610 10-20-52100 10-20-59000	ACH Enabled: False
	Check Total:	3,143.42			
Vendor: 1299 17518387	W.S. DARLEY & COMPANY Webbing	127.00	02/09/2024	Check Sequence: 129 10-30-62180	ACH Enabled: False
	Check Total:	127.00			
Vendor: 0351 IN521885	WAREHOUSE DIRECT Copier page counts for all copiers Dec	943.28	02/09/2024	Check Sequence: 130 10-02-80001	ACH Enabled: False
	Check Total:	943.28			
Vendor: 0788 40074906 40075312	WENTWORTH TIRE SERVICE Truck 2 tire puncture repair Truck 2 rear 4 tires replaced	54.00 2,115.60	02/09/2024 02/09/2024	Check Sequence: 131 10-30-50110 10-30-50110	ACH Enabled: False
	Check Total:	2,169.60			
Vendor: 5318 000266975	WHOLESALE DIRECT Wiper blades (winter)	299.95	02/09/2024	Check Sequence: 132 08-01-50090	ACH Enabled: False
	Check Total:	299.95			
Vendor: 8239 PS-INV104221 PS-INV104221	ZIPS CAR WASH, LLC Car wash- building dept Car washes- police dept	3.00 12.00	02/09/2024 02/09/2024	Check Sequence: 133 10-13-50100 10-20-50300	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	15.00			
	Total for Check Run:	1,359,005.01			
	Total of Number of Checks:	133			

# Accounts Payable

## Manual Check Proof List

User: cperez  
 Printed: 01/29/2024 - 3:31PM  
 Batch: 00429.01.2024



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 1790			MUNICIPAL CLERKS NORTH & N				
				334417	01/24/2024		
012224	75.00	01/29/2024	Winter seminar registration 1/26/24			10-18-52100	
Total for Check	75.00						
Total for 1790	75.00						
Vendor: 2038			CHRIS ARVANITES				
				334418	01/29/2024		
INV0041	300.00	01/29/2024	Labor and supplies for work at village hall conference room			10-13-52800	
Total for Check	300.00						
Total for 2038	300.00						
Vendor: 3795			STANDARD EQUIPMENT COMPAN				
				334416	01/24/2024		
U01188	304,803.15	01/29/2024	Purchase of 2023 Elgin Sweeper			10-90-80300	
Total for Check	304,803.15						
Total for 3795	304,803.15						
Vendor: 5624			FRANKLIN RETAIL, LLC				
				334419	01/29/2024		
012924	10,000.00	01/29/2024	Reissue ck for refund of earnest money- 3010 Mannheim			10-12-50800	
Total for Check	10,000.00						
Total for 5624	10,000.00						
Total Checks:	315,178.15						



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

---

**RESOLUTION**

NUMBER 2324-R-\_\_

---

**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX ASSESSMENT  
APPLICATION BY THE CUBES AT ORD, LLC FOR NEW CONSTRUCTION OF  
AN INDUSTRIAL FACILITY LOCATED AT 3901 FLEETWOOD DRIVE,  
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 02/05/24  
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

RESOLUTION NUMBER 2324-R-\_\_\_

**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX ASSESSMENT APPLICATION BY THE CUBES AT ORD, LLC FOR NEW CONSTRUCTION OF AN INDUSTRIAL FACILITY LOCATED AT 3901 FLEETWOOD DRIVE, VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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**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**, The Cubes at ORD, LLC, or its nominee, (the "*Applicant*") is the contract purchaser of an industrial property commonly known as 3901 Fleetwood Drive, Franklin Park, Illinois, 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 for value in order to demolish the existing buildings, remediate all identifiable environmental conditions and construct a 66,552 square foot industrial building for use by a prospective tenant as a warehouse and distribution

facility on the Property, the viability of such being dependent on the granting of a Cook County Class 6B Real Estate Tax Assessment Classification, as said term is 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 Tax Assessment Classification for the Property; and

**WHEREAS**, as part of the application submitted to the Village in support of the Class 6B Tax Assessment Classification, Applicant has 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 underdeveloped, continue to deteriorate, 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 Tax Assessment Classification for the Property; and

**WHEREAS**, the Corporate Authorities hereby request that the President and Cook County

Board of Commissioners of the County of Cook concur with the findings of the Village to authorize the Class 6B 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 herein, 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 underdeveloped, underutilized, and continue to deteriorate, which will not only hinder further new development efforts in the area surrounding the Property but will thwart the efforts of Applicant to undertake its proposed new facility 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, with such necessary changes as determined by the Village President, with said changes and revisions therein contained being approved by 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 February 2024, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of February 2024.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL J. ARELLANO  
 VILLAGE CLERK

---

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

---

**ORDINANCE**

NUMBER 2324-G-\_\_

---

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK  
COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY TO ENHANCE  
EMERGENCY SERVICE COMMUNICATION EQUIPMENT**

---

**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 2324-G \_\_\_\_\_

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY TO ENHANCE EMERGENCY SERVICE COMMUNICATION EQUIPMENT

---

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

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

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

**WHEREAS**, it is the desire of the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") to enter into an Intergovernmental Agreement with the Illinois State Toll Highway Authority to upgrade emergency service radio equipment between the parties (the "*Intergovernmental Agreement*").

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



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

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

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

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

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

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

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

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_ day of February 2024, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_ day of February 2024.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL ARELLANO  
 VILLAGE CLERK

Exhibit A

Intergovernmental Agreement

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

---

**ORDINANCE**

NUMBER 2324-G- \_\_

---

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND  
BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AND  
THE VILLAGE OF STONE PARK, COOK COUNTY, ILLINOIS FOR THE USE OF  
THE FRANKLIN PARK POLICE DEPARTMENT FIRING RANGE FACILITIES**

---

**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 2324-G- \_\_**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AND THE VILLAGE OF STONE PARK, COOK COUNTY, ILLINOIS FOR THE USE OF THE FRANKLIN PARK POLICE DEPARTMENT FIRING RANGE FACILITIES**

---

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

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

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

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

**WHEREAS**, the Village desires to make the Franklin Park Firing Range Facilities available to other law enforcement agencies for their use in training and qualification of their police officers in the use of firearms; and

**WHEREAS**, Stone Park is requesting to use the Franklin Park Firing Range Facilities as a part of its firearms training program, which includes, among other things, target practice and safe weapons handling; and

**WHEREAS**, the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") find that it is in the best interest of the Village to approve the Intergovernmental Agreement with Stone Park for utilization of the Franklin Park Police Department Firing Range Facilities.

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

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

**Section 2.** The Intergovernmental Agreement by and between the Village of Franklin Park and the Village of Stone Park for the Use of the Franklin Park Firing Range Facilities (the "*Intergovernmental Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_ day of February 2024, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_ day of February 2024.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL ARELLANO  
 VILLAGE CLERK



Exhibit A

Intergovernmental Agreement

---

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

---

**RESOLUTION**

NUMBER 2324-R-\_\_

---

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK  
COUNTY, ILLINOIS HONORING JOHN SCHNEIDER**

---

**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 2324-R-\_\_**

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS HONORING JOHN SCHNEIDER**

---

**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**, John Schneider served the residents of the Village of Franklin Park with honor and distinction for over ten years in the position of Director of Community Development; and

**WHEREAS**, John Schneider leaves an unmatched legacy of achievement in the arena of economic development, resulting in new business developments, and investments that have greatly benefited our Village; and

**WHEREAS**, John Schneider used his vast business and government experience to help make Franklin Park a vibrant manufacturing center with growing commercial enterprises; and

**WHEREAS**, John Schneider developed an aggressive economic development effort that has resulted in Franklin Park receiving \$81 million in grant funding for development projects and infrastructure improvements; and

**WHEREAS**, John Schneider accumulated an impressive number of accomplishments during his tenure with the Village; among the most noteworthy are the development of a strategic plan for growth for Franklin Park, a new zoning code, revitalizing our industrial corridors, and helping to provide 3.6 million gallons of new stormwater storage to prevent flooding; and

**WHEREAS**, John Schneider helped to reestablish Franklin Park as an industrial powerhouse, attracting numerous new developments including warehouses constructed by Bridge,

Panattoni, Exeter, CenterPoint, and Molto in the eastern and western industrial districts. He assisted local business to expand, attracted prominent corporations, and helped to redevelop the former Motorola site on Grand Avenue which now is home to the Digital Realty Campus, a thriving data complex that continues to expand; and

**WHEREAS**, John Schneider loved to collaborate with Village staff to bring projects to fruition. He especially enjoyed mentoring young people and helping them to reach their career potential. Members of his staff learned quickly that John believed it was important to get out of the office and into the community to identify opportunities for future development and to talk to business operators to better understand their obstacles to growth. John also worked closely with the members of the Village's Economic Development Commission, Plan Commission, and Zoning Board of Appeals.

**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 President and Board of Trustees of the Village of Franklin Park, on behalf of themselves and the entire community, do hereby extend their deepest condolences to John Schneider's family, friends, and colleagues.

**Section 2.** That the Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the family of John Schneider.

**Section 3.** This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

**PASSED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_ day of February 2024 pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_ day of February 2024.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL ARELLANO  
 VILLAGE CLERK



# Saint Gertrude Parish

9613 Schiller Boulevard  
Franklin Park, IL 60131

Web: [www.gertrudeonline.com](http://www.gertrudeonline.com)  
email: [stgerts@yahoo.com](mailto:stgerts@yahoo.com)

31 January 2024

## *Village of Franklin Park*

*Honorable Mayor and Board of Trustees*  
9500 W. Belmont Ave  
Franklin Park, IL 60131

Dear Mr. Witz,

This year we would like to request a permit from the Village of Franklin Park to process on the Streets. Our mission is **LIVE STATIONS OF THE CROSS** on Friday, March 29, 2024 from 2:00pm to 3:00pm. Please see Map attached.

Additionally, the Cast of Actors would like to have three horses for the Soldiers in the procession. Is it permitted? If so, Are there additional requirements?

We also request Police Escort during the Procession.

As part of the Franklin Park Community, we are grateful for your assistance and the support provided with the presence of the Franklin Park Police.

Sincerely yours,

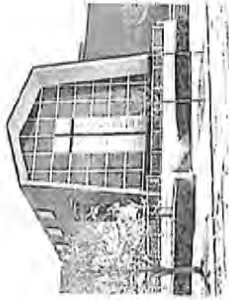
Rev. Eryk Czamecki

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**OFFICE HOURS:** Monday, Tuesday, & Thursday, 1:00pm – 8:00pm. Wednesday & Friday, 9:00am – 1:00pm  
Saturday & Sunday, **CLOSED.**

Phone: Rectory, 847-455-1100

Religious Ed, 847-455-5810



# Saint Gertrude Parish

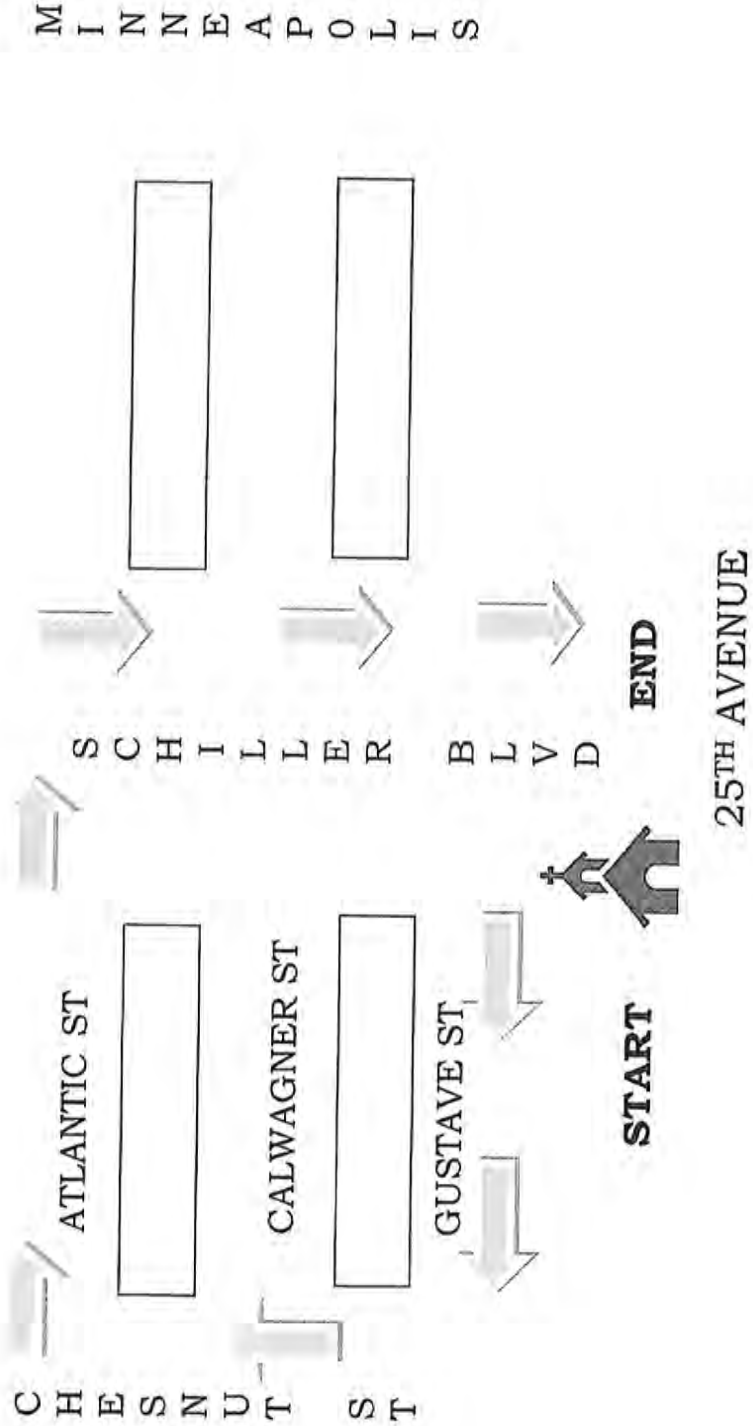
9613 Schiller Boulevard  
Franklin Park, IL 60131  
[www.gertrudeonline.com](http://www.gertrudeonline.com)

Church Office: 847-455-1100  
Religious Ed: 847-455-5810

## THE STATIONS OF THE CROSS ON THE STREET

March 29, 2024

### The Map



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF FRANKLIN PARK AND THE VILLAGE OF STONE PARK FOR THE USE OF FRANKLIN PARK'S RANGE FACILITIES**

This **INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made and entered into this 23rd day of January, 2024, by and between the **VILLAGE OF FRANKLIN PARK** (the "Village"), an Illinois Municipal Corporation, and the Village of Stone Park (the "User"), an Illinois Municipal Corporation (sometimes referred to as "Party" individually, or "Parties" collectively).

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorized units of local government and school districts to associate among themselves to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 2201/1 *et seq.*, authorized units of local government and school districts to associate among themselves to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Village and User are units of local government, as defined in Article VII, Section 10 of the Illinois Constitution of 1970, and/or public agencies, as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 2201 *et seq.*; and

**WHEREAS**, the Village currently owns, maintains and operates a range for use by its police department and police officers (the "Range"), which Range is located at the Franklin Park Police Department, 9451 West Belmont Avenue, Franklin Park, Illinois; and

**WHEREAS**, User desires to use the Range as a part of its firearms training program, which includes, among other things, target practice and safe weapons handling; and

**WHEREAS**, the Village is willing to allow User and its personnel to use the Range and related premises, if User agrees to accept full and complete liability for any injury to property or persons that may arise from such use, and if User's personnel agree to release the Village from any and all claims in relation to their use; and

**WHEREAS**, it is in the mutual best interests of the Village and User to enter into this Intergovernmental Agreement.

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

**1. INCORPORATION OF PREAMBLES:** Each of the whereas paragraphs contained in the Recitals section above are incorporated herein and made a part of this Agreement.



2. **PURPOSE:** The purpose of this Agreement is to govern User's use of the Range, subject to the terms and conditions set forth herein.

3. **RANGE USE:** Under this Agreement, Village shall grant User a license to permit its employees and employee instructors (collectively the "Personnel") to use the Range, subject to the conditions set forth herein and in the attached EXHIBIT "A." User and its Personnel must also comply with all applicable rules and regulations of the Village, the Franklin Park Police Department (the "Police Department"), including but not limited to, its Franklin Park Police Department Firing Range Policy, as amended from time to time, as set forth herein and attached hereto and made a part hereof as EXHIBIT "B" and any General Orders of the Police Department, relating to use of the Range.

4. **WAIVER OF LIABILITY, RELEASE, HOLD HARMLESS AND INDEMNIFICATION BY PERSONNEL:** All Personnel who use the Range, pursuant to this Agreement, shall sign the Waiver of Liability, Release, Hold Harmless and Indemnification Agreement (the "Waiver"), which is attached hereto as EXHIBIT "C," prior to being permitted to use the Range. The Waiver shall be delivered and retained by Village's Police Director or his/her designee.

5. **INDEMNIFICATION/HOLD HARMLESS BY USER:** In addition to the Waiver executed by individual Personnel members, User agrees, to the maximum extent permitted by law, to defend, indemnify, hold harmless, release and forever discharge the Village and its former, current, and future officers, appointed and elected officials, President, Members of the Board of Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers, including without limitations all members of the Police Department (collectively the "Released Parties") from and against any and all of the following:

A. Any and all claims, suits, actions and causes of action for accidents, illness, injuries to or death of persons, workers' compensation claims, or loss of or damage to property of any kind, economic and non-economic damages, insurance deductibles and reasonable attorneys' fees and litigation expenses, court costs and fines, that may directly or indirectly arise from or relate to any matter covered by this Agreement, including but not limited to, transportation of firearms to and from the Range, attendance, participation and observation at live-fire events, handling of firearms and/or ammunition, and use of, and presence on the Range, the Police Department facilities, including its buildings, land, related parking areas and walkways, that the Village or any of the Released Parties may incur, suffer or sustain, or become obligated for as a result of any act or omission by the User or the Personnel acting pursuant to this Agreement, or any third party (including, without limitation, licensees, trespassers or business invitees), except to the extent that those claims, actions, suits, damages, losses, causes of action, costs, expenses and liabilities arise from the sole negligence or other tortious or wrongful act or omission of the Village and/or the Released Parties; and

B. Loss or damage of any kind resulting from User's failure to comply with any provision of this Agreement, or of any federal, state or local law or regulation applicable to User's use of the Range or the performance of this Agreement.

In the event of any personal injury, bodily injury, death, illness, or loss or damage or claim or claims therefor arising from User's use of the Range, User shall give immediate written notice thereof to the Village Clerk of the Village. User agrees that the Village may have attorneys of its own choice prepare and conduct its defense and that the User will pay all reasonable costs of defense of the Village in any such action, including the fees of attorneys of the Village's choice.

User agrees that it is accepting responsibility under this Agreement for use of the Range and the conduct of its Personnel in using the Range. User accepts the Range, in "AS IS, WHERE IS" condition, agrees that the Village is not making any warranties or guarantees of any kind regarding the suitability or fitness for a particular purpose of the Range, and agrees to waive any claims, suits, actions and causes of action of any kind that it has or could have against the Village or the Released Parties relative to the Range, including, but not limited to, any claims or causes of action related to the design, maintenance, and operation of the Range, and its air quality and air-filtering system.

6. **EQUIPMENT:** User and its Personnel shall be responsible for supplying their own weapons, ammunition, and other supplies, as required in EXHIBIT "A," and assume all risks related to the proper operation and maintenance of said weapons, ammunition and supplies. The Village agrees to allow the Personnel access to and use of certain existing equipment owned by the Village necessary for use of the Range (the "Equipment"). The Equipment to which the Personnel will have access pursuant to this Agreement is listed in EXHIBIT "D," which is attached hereto and made a part hereof.

7. **RANGE OFFICER:** User shall assign a certified Range Officer from its own personnel to conduct the training and who shall be responsible for the operations at the Range during training and/or qualification.

8. **TERM AND FEES:**

A. The term of this Agreement shall be one (1) year from the Effective Date, as defined in Section 27, and shall automatically renew each year unless terminated by either Party upon written notice within thirty (30) days prior to the anniversary of the Effective Date, or as provided for in Sections 10 and 12 of this Agreement.

B. The fee payable to the Village by User for User's use of the Range under this Agreement shall be \$400.00 per twenty-four (24) hour day or portion thereof during which the User exercises its license to use the Range, said fee to be paid within thirty (30) days after such use.

**9. ADDITIONAL USER RESPONSIBILITIES:**

A. User shall designate an agency representative who shall sign the Range Log Book upon entering and exiting the Range; keep track and document in the Range Log Book the ammunition caliber and amount of rounds fired during each Range session; oversee and be responsible for compliance by User Personnel with general firearm safety rules; and make certain only approved firearms are used.

B. User shall be responsible, after each use, to return the Range to the same condition as it was received. User shall be responsible for any costs associated with repairing the Range as a result of damages caused by the Personnel, normal wear and tear excepted.

C. User shall assure the safe use of the Range, including the use of firearms, by Personnel, and shall be responsible for providing supervisors to monitor such use.

**10. STANDARD OF CONDUCT:** The Village and User shall not tolerate any unsafe, illegal, or inappropriate behavior or conduct by Personnel, or any conduct by Personnel that violates the provisions of this Agreement, and the Village or the User shall cause any persons that Village or User knows to have engaged in such behaviors to be immediately removed from the Range. Such conduct may result in the termination of this Agreement by the Village following notice and an opportunity to cure, as provided in Section 13, if such activities are promoted by, participated in, or knowingly condoned, by the Personnel. Such conduct may, however, result in the immediate termination of this Agreement without notice or opportunity to cure, where such conduct is ongoing and is promoted by, participated in, or knowingly condoned by User Personnel and is likely to result in immediate and serious harm to the Range and/or patrons, renters, guests or other invitees, employees, agents, Personnel, Village personnel or the public, such that providing notice and opportunity to cure is not practical.

**11. PRIORITY OF FRANKLIN PARK POLICE DEPARTMENT:** The Police Department will be given first priority to use the Range, should any conflict arise between User's schedule and the Police Department's schedule. The Police Department shall provide notice to User of any scheduling conflict, as soon as practical, and shall work in good faith with User to reschedule any missed or cancelled training.

**12. TERMINATION:** In addition to the provisions set forth in Section 10, either Party shall have the right to terminate the Agreement for any reason upon thirty (30) days prior written notice. Any termination shall not waive the Parties' indemnification obligations or fee payment obligations under this Agreement.

**13. DEFAULT:** In the event that either Party fails to perform under this Agreement, the other Party shall notify the non-performing Party of the default, in writing, setting forth the nature of the default. The Party that has failed to perform shall have seven (7) days after receipt of the notice to correct such failure or take substantial steps toward correcting the failure. If, after seven (7) days, the default has not been corrected, or substantial steps taken to correct the default, the Party serving the notice may then declare the Agreement terminated, at which time User shall immediately cease use of the Range.

14. **NOTICE:** All notices required to be provided under this Agreement shall be in writing and served either (a) personally during regular business hours; or (b) by registered or certified mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. All notices shall be addressed as follows:

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

With copy to:  
Director of Police  
Village of Franklin Park  
Police Department  
9451 West Belmont Avenue  
Franklin Park, Illinois 60131

User:

With copy to:

15. **ASSIGNMENT:** User shall not assign, sublet, transfer, or convey this Agreement and its obligation hereunder to any person or entity.

16. **GOVERNMENTAL REGULATIONS:** User shall comply with all applicable requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Franklin Park Village Code, with respect to the use of the Range.

17. **EXECUTION:** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

18. **ENTIRETY OF AGREEMENT:** This Agreement, together with the Exhibits attached hereto, contains the entire understanding between the Parties concerning User's use of the Range and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this Agreement. Any modification, amendment, or

change hereto shall be in writing and approved by the Corporate Authorities of the Village and User.

19. **NO DUTY TO THIRD PARTIES:** This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

20. **AUTHORITY:** Execution of this Agreement by the Village is authorized by an ordinance passed by the President and Board of Trustees of the Village on November 15, 2021. Execution of this Agreement by User is authorized by a resolution passed by the President and Board of Trustees of User on November \_\_\_\_, 2021. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

21. **DISCLAIMER OF RELATIONSHIP:** Nothing contained in this Agreement, nor any act of the Village or user shall be deemed or construed by either of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village and User.

22. **ENFORCEABILITY:** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law, provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligation of the Parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any Exhibit hereto, the terms set forth in such Exhibit shall govern and control.

23. **LAWS; CHANGE IN LAWS:** Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of User and/or the Village, and/or any of their respective officials, officers and/or employees. The Parties agree to immediately notify each other of any change in conditions or change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement.

24. **JURISDICTION AND VENUE:** This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

25. **CAPTIONS:** The captions at the beginning of the several sections, respectively, are for convenience in locating the context, but are not part of the context.

26. **EXHIBITS:** True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

**EXHIBIT "A"** – Conditions/Terms of Use

**EXHIBIT "B"** – Franklin Park Police Department Firing Range Policy

**EXHIBIT "C"** – Waiver of Liability, Release, Hold Harmless and Indemnification Agreement

**EXHIBIT "D"** – List of Village-owned Range Equipment to Which User shall have Access

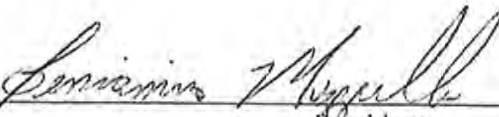
27. **EFFECTIVE DATE:** After this Agreement has been signed by User, this Agreement shall be deemed, dated and become effective on the date that the Village's President and Village Clerk sign this Agreement, which date shall be the date stated on the first page on this Agreement.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement.

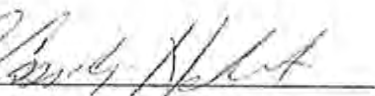
**VILLAGE OF FRANKLIN PARK**

**USER**

By: \_\_\_\_\_  
Barrett F. Pedersen, President

By:   
President

Attest: \_\_\_\_\_

Attest: 

Date: \_\_\_\_\_

Date: 1/23/2014

## EXHIBIT "A"

### CONDITIONS / TERMS OF USE

The following terms and conditions shall apply in addition to the terms and conditions set forth in the Agreement:

1. The User may schedule one (1) eight (8)-hour training day each month.
2. User will provide all weapons, targets, cardboard backers and LEAD Free ammunition.
3. Weapons and LEAD Free ammunition must be approved by the Police Department's Range Instructor.
4. Targets and target materials must be approved by the Police Department's Range Instructor.
5. Village will supply solvents and cleaning materials in the Weapons Cleaning Room for use by User's Personnel.

**EXHIBIT "B"**

**FRANKLIN PARK POLICE DEPARTMENT FIRING RANGE POLICY**

(See Attached)



## EXHIBIT "C"

### VILLAGE OF FRANKLIN PARK RANGE

#### WAIVER OF LIABILITY, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, \_\_\_\_\_, wish to engage in firearms shooting at:  
(Print Name and Address)

**Village of Franklin Park Police Department Firing Range, located at 9451 Belmont Avenue, Franklin Park, Illinois 60131 (the "Range")**

I understand that engaging in these activities may be hazardous, with accompanying risks of personal injury, death, and/or loss or damage to my property. In consideration of my participation in such shooting and training activities, I, on my own behalf and that of my heirs, successors, representatives, administrators and assigns, enter into this Waiver of Liability, Release, Hold Harmless and Indemnification Agreement (the "Waiver") and hereby:

1. Waive and completely release any and all, past, present or future claims, causes of action, suits, rights, damages, costs, expenses or obligations or demands of any kind whatsoever, I, or anyone on my behalf might have against the Village of Franklin Park, its agents, officers, instructors and employees (the "Village") for any loss, damage, personal injury, death and/or loss or damage to my property resulting from my participation in such shooting activities whether caused by the negligence of the Village or otherwise;
2. Agree to indemnify, defend and hold harmless the Village from any and all claims by any person, firm, corporation or others, for any damages, loss or claims, of any nature, arising in any way out of my participation in such shooting activities whether caused by the negligence of the Village or otherwise;
3. Assume all risks associated with such activities and all responsibility for medical expenses, costs and/or other obligations and other losses or injuries to me or in which I may become involved, by reason of my participation in such shooting activities at the Range;
4. Agree, to release the Village for any claim whatsoever on account of first aid, medical treatment or service rendered to myself by reason of my participation in shooting activities at the Range;
5. Agree, if applicable, that while using the Range, I am an agent of the department for which I am employed and will not be considered an agent, servant, or employce of the Village of Franklin Park, and, thus, I will not be covered by the Village of Franklin Park for any workers' compensation, death, or disability benefits;
6. Agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Illinois and that if any portion of the Waiver is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect. In the event there is any dispute regarding the validity of this Waiver or if I have any Claim or cause of Action against the Village, it is agreed between the parties that the venue for any proceeding arising from this shall be in the Circuit Court of Cook County or the Northern District of Illinois. This Waiver shall be interpreted and governed by the State of Illinois;
7. Affirm that I am legally authorized to possess and use firearms in the State of Illinois, am of good character and moral standing, have no criminal convictions, pending criminal charges, indictments or suffer from any form of mental illness that would prohibit me from legally and safely possessing and using a firearm or would be detrimental or dangerous to me or others while using the Range;
8. Agree that I will never be careless or negligent with my firearm. I will abide by and obey all rules of the Range and Village and will abide by the commands of the employees, or agents of the Range. I agree and understand that if I violate any Range or Village Rules, resolutions or guidelines that my privilege to use the Range may be temporarily suspended or permanently revoked and I also agree that if I have provided any false statement or information, my privileges will be immediately revoked with the total forfeiture of any fees paid to the Village;

9. No remedy conferred by any of the specific provisions herein is intended to be exclusive of any other remedy, each and every other remedy now or hereafter existing in law or equity or by statute or otherwise.

**I further certify that I am over eighteen (18) years of age and have carefully read and understand this Waiver, know the contents of this Waiver and have executed this instrument voluntarily on this date.**

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**MY COMMITMENT TO SAFE GUN HANDLING**

Anyone who uses a firearm has a responsibility to themselves and others to use the firearm safely.

***I acknowledge that I am familiar with the basic rules of firearm safety and that those basic rules have been explained to me. I agree to follow all of the basic rules of firearm safety at all times during my use and handling of any firearms.***

The safe use of firearms, as well as Range Safety, dictates that I understand and agree to follow all of these instructions:

- I WILL TREAT EVERY FIREARM AS IF IT WERE LOADED.
- I WILL ALWAYS KEEP THE FIREARM POINTED IN A SAFE DIRECTION.
- I WILL NOT PLACE MY FINGER ON THE TRIGGER OR IN THE TRIGGER GUARD UNLESS AND UNTIL I AM READY TO FIRE.
- I WILL WEAR ALL SAFETY PROTECTION, WHICH MAY INCLUDE BALLISTIC VEST, EAR PROTECTION AND EYE PROTECTION.
- I WILL NEVER PASS THE FIREARM TO ANYONE WITHOUT OPENING AND KEEPING THE CYLINDER OR THE ACTION OPEN TO VERIFY THAT IT IS UNLOADED.
- I WILL ALWAYS FOLLOW THE COMMANDS OF THE RANGE OFFICER.
- I WILL OBSERVE ALL RANGE SAFETY RULES.
- I WILL CONDUCT SUCH PRACTICE SHOOTING ONLY DURING SCHEDULED HOURS AS SPECIFIED BY POLICY.
- I WILL UTILIZE MY OWN AMMUNITION.
- I WILL SHOOT ONLY APPROVED FIREARMS AND AMMUNITION.
- I WILL SHOOT AT ONLY PROPER AND DESIGNATED TARGETS.
- I WILL RETURN ALL TARGET APPARATUS TO PROPER STORAGE.
- I WILL CLEAN UP ALL EXPENDABLE BRASS, WADING, TRASH, ETC.
- I WILL IMMEDIATELY REPORT ANY INJURIES OR FACILITY DAMAGE TO AN ON-DUTY FRANKLIN PARK POLICE DEPARTMENT SUPERVISOR.

**I understand these basic rules of firearms safety and Range Safety and I agree to follow them at all times.**

\_\_\_\_\_  
(Initial)

**EXHIBIT "D"**

**LIST OF VILLAGE-OWNED RANGE EQUIPMENT  
TO WHICH USER SHALL HAVE ACCESS**

1. User may utilize solvents and cleaning materials in weapons cleaning.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE VILLAGE OF FRANKLIN PARK**

This Intergovernmental Agreement (“AGREEMENT”) is made by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (“ILLINOIS TOLLWAY”) and THE VILLAGE OF FRANKLIN PARK, a municipal corporation of the State of Illinois (“VILLAGE”), individually referred to as “PARTY,” and collectively referred to as “PARTIES.”

**WHEREAS**, the PARTIES recognize the need for interagency communications and interoperability cooperation in each PARTY’s ongoing efforts to improve public safety;

**WHEREAS**, the PARTIES have worked together to develop an improved interoperability solution that establishes dedicated radio talk groups with procedures that are accessible on the STARCOM21 radio system used by the ILLINOIS TOLLWAY, the VILLAGE, and other municipal, county and state agencies and mutual aid plans crossing jurisdictional boundaries;

**WHEREAS**, the PARTIES have determined that it would be in their best interests to enter into this AGREEMENT to enhance the interoperable communications between the PARTIES, which would benefit each PARTY and the respective public interests each PARTY serves;

**WHEREAS**, the ILLINOIS TOLLWAY, by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*, is authorized to enter into this AGREEMENT;

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

**WHEREAS**, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*,

**NOW, THEREFORE**, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

**I. OBLIGATIONS**

A. The PARTIES agree to undertake the following obligations with respect to this AGREEMENT:

1. The ILLINOIS TOLLWAY shall share with the VILLAGE, exclusively on portable, mobile and dispatch console radios with the exception of those mobile radios installed in public safety command vehicles, emergency medical vehicles and/or fire safety vehicles, the ILLINOIS TOLLWAY's approved talk groups and encryption keys to its incident command channels;

2. The VILLAGE agrees that pursuant to the ILLINOIS TOLLWAY's request for permission to program the VILLAGE's talk groups into the ILLINOIS TOLLWAY's STARCOM21 radio system, the VILLAGE will grant the ILLINOIS TOLLWAY's request pursuant to the VILLAGE's access policy, including but not limited to initial programming and any subsequent modification required for interoperable communication, and also agrees that such requests for permission shall not be unreasonably withheld, denied or delayed;

3. The PARTIES acknowledge that all information gathered about the use of encrypted talk-groups, including the programming, key loading and use of encryption keys, algorithms and/or features or any other proprietary information relating to talk-groups that are connected with the interagency communications and interoperability cooperation provided under this AGREEMENT is proprietary and public safety sensitive, and shall not be disclosed to any other party, unless required by law or court order;

4. The PARTIES agree to follow the guidelines set under the applicable State/Region/Urban Area Tactical Communications Plans, as well as the ILLINOIS TOLLWAY's standard operating procedures and the VILLAGE's standard operating procedures; and

5. The communications supervisors of each PARTY shall (i) use their best efforts to ensure that all service members and their respective employees operating under this AGREEMENT follow routine use protocols and any designated talk group

procedures when communicating on established dedicated radio talk groups that are accessible or otherwise made available on the STARCOM21 radio system pursuant to this AGREEMENT, and (ii) establish procedures regarding special incidents, including, but not limited to traffic accidents, natural and manmade disasters, civil disturbances, large scale emergencies and law enforcement operations.

## II. GENERAL PROVISIONS

- A. No Third-Party Beneficiaries. This AGREEMENT is solely for the benefit of the PARTIES and shall not be construed as or deemed to operate as an agreement for the benefit of any third-party or parties, and no third-party or parties shall have or obtain any rights under or as a result of this AGREEMENT
- B. Separate Employers. Each PARTY to this AGREEMENT is responsible for all employee salaries, costs, insurance and workers' compensation costs of its own employees. No joint employment status of any kind is established or intended to be established by this AGREEMENT.
- C. Amendments and Modifications. This AGREEMENT may only be modified by written instrument executed by duly authorized representatives of the PARTIES and the Illinois Attorney General.
- D. Severability. The provisions of this AGREEMENT are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the effect or force of law, such decision shall not affect the remaining portions or the AGREEMENT.
- E. Notice. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515  
Attn: Dispatch Manager  
[CLundt@getipass.com](mailto:CLundt@getipass.com)

The Village of Franklin Park  
9500 Belmont Avenue  
Franklin Park, Illinois 60131  
Attn: Battalion Fire Chief  
[CCiolino@Vofp.com](mailto:CCiolino@Vofp.com)

F. Term and Termination.

1. The PARTIES agree that the term of this AGREEMENT shall run for a period of five (5) years from the date of full execution of the AGREEMENT;
2. Upon written consent of each PARTY, and not more than sixty (60) days prior to its termination date, this AGREEMENT may be renewed for a period of not more than five (5) years; and
3. Either PARTY may terminate this AGREEMENT at any time by providing written notification to the other PARTY at least sixty (60) days prior to the selected termination date.

G. Entire Agreement. The PARTIES understand and agree that this AGREEMENT constitutes the complete and exclusive statement of the PARTIES' relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

H. Authority to Execute. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of said PARTY during the performance of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice, and each representative shall be readily available to the other PARTY.

I. Counterparts. This AGREEMENT may be executed using electronic signatures and in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

J. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. In the event of a dispute regarding this AGREEMENT, venue and jurisdiction shall lie exclusively in the Circuit Court of DuPage County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern Division.

- K. The PARTIES shall maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action taken pursuant to this AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the Illinois Tollway Inspector General (“IG”), VILLAGE auditors, State of Illinois internal auditors, the ILLINOIS TOLLWAY Department of Internal Audit, or any other governmental entity with monitoring authority, upon reasonable notice and during normal business hours.
- L. The VILLAGE recognizes that, pursuant to Section 8.5 of the Toll Highway Act, 605 ILCS 10/8.5, the IG is authorized to conduct investigations into certain matters, including but not limited to allegations of fraud, waste and abuse and to conduct reviews. The VILLAGE will fully cooperate in any IG audit investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes, unless prohibited by law, (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved in or connected with, or having knowledge of, the performance of this AGREEMENT.
- M. All matters set forth in the Recitals are agreed to and the PARTIES understand the Recitals are part of this AGREEMENT.

**SIGNATURE PAGE TO FOLLOW**



**IN WITNESS THEREOF**, the PARTIES have executed this AGREEMENT on the dates indicated below.

**THE VILLAGE OF FRANKLIN PARK**

By: \_\_\_\_\_  
Barrett F. Pedersen  
Village President

Attest: \_\_\_\_\_  
April Arellano  
Village Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Cassandra Rouse  
Executive Director

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

\_\_\_\_\_  
Assistant Attorney General

**Exhibit A**

Legal Description

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

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

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.

**Exhibit B**

Agreement

THIS DOCUMENT WAS  
PREPARED BY AND AFTER  
RECORDING RETURN TO:

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

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT BETWEEN THE  
VILLAGE OF FRANKLIN PARK AND THE CUBES AT ORD, LLC FOR PROPERTY  
LOCATED AT 3901 FLEETWOOD DRIVE, FRANKLIN PARK, ILLINOIS**

**THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT**  
("Agreement") is made this \_\_\_\_ day of February, 2024 ("Execution Date"), by and between the  
**Village of Franklin Park**, an Illinois municipal corporation ("Village"), and **The Cubes at ORD,**  
**LLC**, a Delaware 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**, the Owner is the contract purchaser of an approximate 185,858 square foot  
parcel of real property generally located at 3901 Fleetwood Drive, Franklin Park, Illinois, and as  
legally described on Exhibit A, a copy of which is attached hereto and made a part hereof  
("**Property**"); and

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

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

**WHEREAS**, Owner shall demolish all existing structures, remediate all identifiable  
environmental conditions as required by law, and thereafter construct a 66,552 square foot

industrial building for use by a prospective tenant as a warehouse and distribution facility on the Property along with substantial landscaping and screening, as more specifically depicted, and set forth on Exhibit B, a copy of which is attached hereto and made a part hereof, at a total estimated cost of \$5,608,751.00 ("**Project**"); and

**WHEREAS**, without the Cook County Class 6B Real Estate 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, Village and Owner 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 ("**Commencement Date**") and shall expire upon the expiration of the Cook County Class 6B Real Estate Tax Assessment Classification for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first ("**Term**").

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

- a. Village shall approve a resolution setting forth its consent and support of Owner's activation of the Cook County Class 6B Real Estate Tax Assessment Classification for the Property, which will take effect upon the Execution Date ("**Resolution**"). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Cook County Class 6B Real Estate Tax Assessment Classification for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until both of the following have occurred: (i) Owner has obtained fee simple title to the Property; and (ii) Owner has caused this Agreement to be recorded as contemplated under Section 8(f) herein.

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

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or

imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided that such real estate property taxes must be paid in full when due.

- b. Owner shall redevelop the Property and cause the Project to be constructed in a first-class manner and in accordance with this Agreement, and any and all federal, state, and local laws, ordinances, rules, regulations, orders, codes, and ordinances applicable to the Project, the Property and/or the Owner. Owner shall substantially complete the Project, subject to delays from Force Majeure (defined below), on or before December 31, 2025 ("**Completion Date**"). Notwithstanding anything to the contrary contained herein, in the event Owner is unable to redevelop the Property and cause the Project to be constructed for any reason whatsoever, this shall not be considered an Event of Default, as described in Section 5, below and the Village shall only have the remedy set forth in Section 6(a)(i)(A), below and shall have no right of specific performance. Within ten (10) business days after the Completion Date, Owner shall provide written notice to Village of the Completion Date for its review and approval, which shall not be unreasonably withheld, delayed, or denied ("**Certificate of Substantial Completion**"). The Village shall provide the Certificate of Substantial Completion, or the reason for denial of same, within thirty (30) days of the date of written notice from Owner. For purposes of this Agreement, "Force Majeure" shall mean an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc. within the Chicagoland Area), war, civil commotion, shortages, or unavailability of labor, 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, while the Cook County Class 6B Real Estate Tax Assessment Classification for the Property is active, pursuant to the rules and regulations of the Cook County Assessors' Office, Owner shall have the right, subject to the conditions set forth herein, to temporarily deactivate the Cook County Class 6B Real Estate Tax Assessment Classification for the Property based on the Property being substantially vacant. Prior to petitioning the Cook County Assessor's Office as contemplated in this Section, Owner shall provide the Village with thirty (30) days prior written notice thereof together with documentation supporting the asserted substantial vacancy.
- d. On the first anniversary of the Certificate of Substantial Completion date ("**Job Retention Covenant Date**"), Owner, or its tenant(s) shall cause and ensure that the following minimum employment numbers are based and maintained at the Property for the remainder of the Term: twenty-five (25) full-time employees ("**FTE**"), which shall be defined as a permanent full-time employee of the Owner or its tenant(s) based at the Property and employed to work a total of not less than 35 hours per week. Notwithstanding anything to the contrary

contained herein, Owner or its tenant(s) shall retain an average for any 12-month reporting period, as set forth in Section 4(d)(i) below, at least eighty percent (80%) of the twenty-five (25) FTE jobs ("**Job Retention Covenant**").

- i. On each annual anniversary of the Job Retention Covenant Date during the Term, Owner shall submit an annual jobs certificate to the Village certifying and evidencing Owner's or its tenant(s) compliance with Section 4(d) for the preceding twelve (12) month period ("**Jobs Certificate**"). The Jobs Certificate shall certify the following: (A) employee identifiers and titles as of the end of the applicable 12-month reporting period, (B) documentation sufficient to support, to Village's reasonable satisfaction, each claimed employee, and (C) certify compliance with the Cook County Living Wage Ordinance for each such employee for the applicable 12-month reporting period.
- ii. If Owner or its tenant fails to retain the Job Retention Covenant on each annual anniversary of the Job Retention Covenant Date, Owner shall pay the Village \$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.
- iii. Notwithstanding anything to the contrary contained herein, in the event the Property becomes vacant following the termination or expiration of a lease and, provided the Owner is making good faith, commercially reasonable efforts to re-lease the Property, the vacancy of the Property shall not be considered an Event of Default as provided in Section 5 and, further, Section 4(d)(ii) shall not be applicable until such time as another lease is secured by the Owner for the Property.

#### **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; and
  - 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.
  - vi. The violation of any zoning or building code regulation or requirement at the Property or failure of the Owner or any business in operation at the Property to maintain its account(s) with the Village current and in good standing.
- b. The following shall constitute an Event of Default by the Village hereunder:
- i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements, or obligations of the Village under this Agreement.

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

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
  - i. In addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Cook County Class 6B Real Estate Tax Assessment Classification on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and absent fraud by the Owner, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Cook County Class 6B Real Estate Tax Assessment Classification on the Property for property tax years occurring prior to the Event of Default.



- ii. Within five (5) business days of written demand from Village (“**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Cook County 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 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any Demand Notice provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Cook County Class 6B Real Estate Tax Assessment Classification on the Property occurring after the issuance of the Demand Notice.
- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein without the imposition, reimbursement or award for any damages, losses, or costs incurred by the Owner against the Village notwithstanding any other provision herein contained.
- c. Unless otherwise provided by law, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

**Section 7. Assignment.**

- a. Prior to the approval of the Certificate of Substantial Completion, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, except to an entity directly controlling, controlled by or under common control with Owner (“**Affiliate**”), without the written prior approval of the Village, which approval shall be granted or denied by the Village, in its sole discretion, within thirty (30) days of written request by the Owner.
- b. After approval of the Certificate of Substantial Completion by the Village and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by

executing an assumption, as reasonably approved by the Village (“**Assumption**”), which Owner shall promptly cause to be recorded against the Property at the cost of Owner or its assignee. Upon receipt of the fully executed and recorded Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.

- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for in this Agreement.

#### **Section 8. Miscellaneous.**

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

by either party.

- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner, or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois, and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum non conveniens to the conduct of any proceeding instituted hereunder.
- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing, or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

**Section 9. Notice.**

- a. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (i) personal service; (ii) overnight courier; or (iii) certified mail, return receipt requested:

If to Village:                   Village of Franklin Park  
9500 W. Belmont Avenue  
Franklin Park, Illinois 60131  
Attention: Director of Community Development

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

If to Owner:                   The Cubes at ORD, LLC  
35 E. Wacker Drive, Suite 1300  
Chicago, Illinois 60601  
Attn: Jennifer Nichols

With a copy to:           Rock Fusco & Connelly, LLC  
                                  333 W. Wacker Street, 19<sup>th</sup> Floor  
                                  Chicago, Illinois 60606  
                                  Attn: John J. Rock

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

[EXECUTION PAGE FOLLOWS]

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

**VILLAGE:**

**VILLAGE OF FRANKLIN PARK**, an Illinois municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**OWNER:**

**The Cubes at ORD, LLC**, a Delaware limited liability company

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**

Legal Description

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

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

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.

**Exhibit B**

Project

(See Attached)