

**VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
03.04.2024**

<u>Payroll Ending</u>	<u>03/01/24</u>	<u>TOTALS</u>
Village Portion of Social Security	11,399.23	
Village Portion of Medicare	7,805.64	
Prior Month Village Portion of IMRF		
Payroll 3/01/24	542,777.52	
Total Payroll Expense	561,982.39	\$ 561,982.39
<u>Manual Checks & Wires</u>		
Manual Checks	<u>125.00</u>	
Total Manual Checks & Wires		\$ 125.00
<u>ACH Debits</u>		
Health Insurance Premium	282,457.58	
City of Chicago (Water Payment)	<u>305,855.55</u>	
Total ACH Debits		\$ 588,313.13
Payable Vouchers		
Payable Voucher 03-08-2024	1,979,321.93	
Total Payable Vouchers		<u>\$ 1,979,321.93</u>
Grand Total Payments		\$ 3,129,742.45

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
 Printed: 02/29/2024 - 3:25PM
 Batch: 00208.03.2024



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3443 PSI677590	1ST AYD CORPORATION Black liners	738.83	03/08/2024	Check Sequence: 1 10-90-62680	ACH Enabled: False
	Check Total:	738.83			
Vendor: 5002 37362	34 PUBLISHING, INC. Design services for March2024 newsletter	450.00	03/08/2024	Check Sequence: 2 10-01-51880	ACH Enabled: False
	Check Total:	450.00			
Vendor: 2261 469.21.4 586.22.5	A LAMP CONCRETE CONTRACTORS, INC. 10500 Grand Ave redevelopment 8/4/23-2/14/24 Schiller Blvd Roadway & utility improvements 11/14/23-2/6/24	17,267.31 873,050.62	03/08/2024 03/08/2024	Check Sequence: 3 22-01-64000 65-10-86000	ACH Enabled: False
	Check Total:	890,317.93			
Vendor: 2615 6350	A.W.E.S.O.M.E. PEST SERVICE INC. Exterminating services Feb2024	510.00	03/08/2024	Check Sequence: 4 10-60-62460	ACH Enabled: False
	Check Total:	510.00			
Vendor: 1259 147661/1	ACE HARDWARE - FIRE Drain opener	13.19	03/08/2024	Check Sequence: 5 10-30-62050	ACH Enabled: False
	Check Total:	13.19			
Vendor: 1260 147670/1 147671/1 147859/1	ACE HARDWARE - SEWER & WATER Sink drain kit, push pins, tools, electrical tapes Concrete sealer Broom, dustpan, paper towels, bags	158.65 8.79 131.16	03/08/2024 03/08/2024 03/08/2024	Check Sequence: 6 34-02-52200 34-01-62590 34-01-52200	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	298.60			
Vendor: 1264 147825/1	ACE HARDWARE - STREETS Keys, seeds	19.83	03/08/2024	Check Sequence: 7 34-02-52200	ACH Enabled: False
	Check Total:	19.83			
Vendor: 4120 78 CPR	ADDISON FIRE PROTECTION DISTRICT #1 CPR training fee	250.00	03/08/2024	Check Sequence: 8 10-30-52300	ACH Enabled: False
	Check Total:	250.00			
Vendor: 3364 1245111-02-2024 1245111-02-2024	ADP SCREENING & SELECTION Monthly screening services Feb2024 Additional products for candiate Feb2024	32.32 18.66	03/08/2024 03/08/2024	Check Sequence: 9 10-60-60000 10-60-60000	ACH Enabled: False
	Check Total:	50.98			
Vendor: 4590 3013133540Feb24 3013133540Jul23	AEP ENERGY 3010 Mannheim 3013133540 12/29/23-1/30/24 3010 Mannheim 3013133540 5/30-7/3/2023	25,041.20 20,305.00	03/08/2024 03/08/2024	Check Sequence: 10 19-01-62330 19-01-62330	ACH Enabled: False
	Check Total:	45,346.20			
Vendor: 3050 203032 203510	AIR ONE EQUIPMENT, INC. SCBA regulator repair V-fit harness, leg straps	50.06 1,460.00	03/08/2024 03/08/2024	Check Sequence: 11 10-30-50800 10-90-82630	ACH Enabled: False
	Check Total:	1,510.06			
Vendor: 0149 793508	AL PIEMONTE FORD SALES, INC. Power steering res #222	130.00	03/08/2024	Check Sequence: 12 08-01-50090	ACH Enabled: False
	Check Total:	130.00			
Vendor: 5347 6020211959	ARAMARK carpet service	119.48	03/08/2024	Check Sequence: 13 10-20-52600	ACH Enabled: False
	Check Total:	119.48			
Vendor: 1427 27932	ARTHUR P. O'HARA Chairs	6,357.24	03/08/2024	Check Sequence: 14 10-20-50700	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	6,357.24			
Vendor: 3832 3380407805	AT&T Franklin Park water tower Feb	734.22	03/08/2024	Check Sequence: 15 10-02-51200	ACH Enabled: False
	Check Total:	734.22			
Vendor: 5242 847451129202	AT&T Multiple Norcomm single line charges for Feb	221.61	03/08/2024	Check Sequence: 16 10-02-51200	ACH Enabled: False
847671155602	Alarm circuits and multiple single lines for Feb	398.55	03/08/2024	10-02-51200	
847678617101	Fire station 2 outside phone for Jan	50.52	03/08/2024	10-02-51200	
	Check Total:	670.68			
Vendor: 1412 0106784	BATTERY SERVICE CORP Flag- nut/bolt battery #big belly cans	63.03	03/08/2024	Check Sequence: 17 10-90-50100	ACH Enabled: False
	Check Total:	63.03			
Vendor: 0925 2482	BELLWOOD ELECTRIC MOTORS, INC. To grease pump motors at pump house	4,500.00	03/08/2024	Check Sequence: 18 34-01-50940	ACH Enabled: False
2485	Rewind class H insulation, new seals, paint, assemble	6,500.00	03/08/2024	34-02-50940	
2486	Service to remove sump pump from old PD station	3,200.00	03/08/2024	34-02-50940	
2491	To check power failure at village garage	2,300.00	03/08/2024	34-01-62590	
2494	To remove and install pump #1 at Scott lift station	4,200.00	03/08/2024	34-02-50940	
2496	Tsurumi pump	5,900.00	03/08/2024	34-01-50940	
	Check Total:	26,600.00			
Vendor: 0039 51870402	BMI Annual music license fee	435.00	03/08/2024	Check Sequence: 19 10-61-69561	ACH Enabled: False
	Check Total:	435.00			
Vendor: 1571 8610897	BRADY INDUSTRIES Laundry detergents	121.94	03/08/2024	Check Sequence: 20 34-01-52200	ACH Enabled: False
	Check Total:	121.94			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3378 0103684	BYRNE SOFTWARE TECHNOLOGIES INC Professional services on Accela 1/27-2/2/24	420.00	03/08/2024	Check Sequence: 21 10-02-81000	ACH Enabled: False
	Check Total:	420.00			
Vendor: 4584 021224	CARBON DAY AUTOMOTIVE Renewal of 2 stations-cloud	6,560.00	03/08/2024	Check Sequence: 22 10-90-62600	ACH Enabled: False
	Check Total:	6,560.00			
Vendor: UB*00687	RIGEL & MARIA CENABRE Refund Check 027270-000, 2931 ATLANTIC Refund Check 027270-000, 2931 ATLANTIC	1,359.71 775.04	02/21/2024 02/21/2024	Check Sequence: 23 34-00-20100 34-00-20100	ACH Enabled: False
	Check Total:	2,134.75			
Vendor: 5562 021424	ORVEN COLON Vehicle release refund	500.00	03/08/2024	Check Sequence: 24 10-20-60330	ACH Enabled: False
	Check Total:	500.00			
Vendor: 3644 0168083Feb24	COMCAST Internet for PD March	176.85	03/08/2024	Check Sequence: 25 10-02-51200	ACH Enabled: False
	Check Total:	176.85			
Vendor: 5257 0188785006Feb24 0843085325Feb24 1862148017Feb24 5648695019Feb24 5732676117Feb24 5903506002Feb24 8781136050Feb24	COMED 00WS Wolf Rd 0188785006 1/9-2/7/24 11230 Addison 0843085325 1/9-2/7/24 2709 Scott 1862148017 1/9-2/7/24 9380 Chestnut 5648695019 1/9-2/7/24 9800 Franklin 5732676117 1/9-2/7/24 2599 Scott 5903506002 1/9-2/7/24 10699 Waveland 8781136050 1/9-2/7/24	136.09 1,009.38 750.85 71.28 38.75 223.30 106.38	03/08/2024 03/08/2024 03/08/2024 03/08/2024 03/08/2024 03/08/2024 03/08/2024	Check Sequence: 26 10-50-62330 34-02-62800 34-02-62800 10-50-62330 10-50-62330 10-50-62330	ACH Enabled: False
	Check Total:	2,336.03			
Vendor: 3302 U302266 U320823	CORE & MAIN LP Water based paint Copper tubes	194.40 2,595.20	03/08/2024 03/08/2024	Check Sequence: 27 34-01-62860 34-01-62860	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,789.60			
Vendor: 1337 332924	CORPORATE BUSINESS CARDS, LTD February newsletter	2,336.71	03/08/2024	Check Sequence: 28 10-01-51880	ACH Enabled: False
	Check Total:	2,336.71			
Vendor: 1464 0000399314 0000399577 0000399808	D&P CONSTRUCTION CO., INC. switches switches switches	580.00 612.50 2,182.50	03/08/2024 03/08/2024 03/08/2024	Check Sequence: 29 09-01-64000 09-01-64000 09-01-64000	ACH Enabled: False
	Check Total:	3,375.00			
Vendor: 3202 21546	DAI ENVIRONMENTAL Professional services regarding 9621 Pacific Ave	25,426.10	03/08/2024	Check Sequence: 30 10-90-87000	ACH Enabled: False
	Check Total:	25,426.10			
Vendor: 1755 31512	E. HOFFMAN, INC. Mixed load spoils hauled out	4,360.00	03/08/2024	Check Sequence: 31 34-01-62860	ACH Enabled: False
	Check Total:	4,360.00			
Vendor: 3829 11012	ELECTRICAL SYSTEMS, INC. Scada upgrade	82,725.00	03/08/2024	Check Sequence: 32 34-01-88911	ACH Enabled: False
	Check Total:	82,725.00			
Vendor: 4039 5396090Feb24 5396090Feb24 5396090Feb24 5396090Feb24 5396090Feb24	EUCLID MANAGERS Dental March2024 Vision March2024 Short term disability March2024 Long term disability March2024 Voluntary Life March2024	14,795.29 921.47 3,878.51 1,348.52 1,357.06	03/08/2024 03/08/2024 03/08/2024 03/08/2024 03/08/2024	Check Sequence: 33 10-52-62390 10-52-62390 10-52-62370 10-52-62370 10-52-59000	ACH Enabled: False
	Check Total:	22,300.85			
Vendor: 3904 8-393-88348 8-408-46064	FEDEX Mailing Mailing	74.15 36.94	03/08/2024 03/08/2024	Check Sequence: 34 34-02-51500 34-01-51500	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	111.09			
Vendor: 4788 0481635	FERGUSON WATERWORKS #2516 V4 wall MIUs (qty 260)	32,450.60	03/08/2024	Check Sequence: 35 34-01-62835	ACH Enabled: False
	Check Total:	32,450.60			
Vendor: 2034 IL-11872 IL-11878	FIRE SERVICE, INC Engine 478 repairs Engine 477 repairs	215.96 4,590.33	03/08/2024 03/08/2024	Check Sequence: 36 10-30-50110 10-30-50110	ACH Enabled: False
	Check Total:	4,806.29			
Vendor: 0081 14004 14008 14009	FRANKLIN PARK PLUMBING CO., INC. Excavation & repair of sewer-seperated joints sewer line Provided rodding and televising of sewer line at garage Replaced sanitary sewer main, install SS repair sleeve	6,950.00 1,320.00 6,830.00	03/08/2024 03/08/2024 03/08/2024	Check Sequence: 37 34-02-63070 34-01-62590 34-02-63070	ACH Enabled: False
	Check Total:	15,100.00			
Vendor: 6127 1323	FULL CIRCLE K9 SOLUTIONS INC K9 training	3,300.00	03/08/2024	Check Sequence: 38 10-20-57000	ACH Enabled: False
	Check Total:	3,300.00			
Vendor: 0050 26954642	GALLS, INC Rain coats	57.91	03/08/2024	Check Sequence: 39 10-20-60590	ACH Enabled: False
	Check Total:	57.91			
Vendor: 6062 5231 5231	GBJ SALES, LLC Cleaner, hand cream, gloves Cleaner, hand cream, gloves	392.90 392.90	03/08/2024 03/08/2024	Check Sequence: 40 34-01-60600 34-02-60600	ACH Enabled: False
	Check Total:	785.80			
Vendor: 5200 9011043446 9011043453 9012086675 9015053797	GRAINGER Green plastic bins Plastic green bin Steel screws, green bins, flat washers Plastic bumper stops	22.96 3.28 200.87 67.24	03/08/2024 03/08/2024 03/08/2024 03/08/2024	Check Sequence: 41 34-02-62590 34-01-52200 34-01-62590 10-90-82630	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
9020941564	Blue shelf bins	172.04	03/08/2024	10-90-62590	
9022503255	Pavement stencils	122.06	03/08/2024	10-90-62590	
9022503263	Blue shelf bins	79.50	03/08/2024	10-90-62590	
9022503271	Blue shelf bins	29.76	03/08/2024	10-90-62590	
	Check Total:	697.71			
Vendor: 4516	GW & ASSOCIATES, PC			Check Sequence: 42	ACH Enabled: False
2402055	Comptroller services, Jan2024	8,000.00	03/08/2024	10-01-67590	
2402055	Comptroller services, Jan2024	4,000.00	03/08/2024	34-01-40119	
2402055	Comptroller services, Jan2024	250.00	03/08/2024	12-01-57000	
2402055	Comptroller services, Jan2024	250.00	03/08/2024	14-01-57000	
2402055	Comptroller services, Jan2024	250.00	03/08/2024	40-01-57000	
2402055	Comptroller services, Jan2024	250.00	03/08/2024	42-01-57000	
	Check Total:	13,000.00			
Vendor: 1555	H&H ELECTRIC COMPANY			Check Sequence: 43	ACH Enabled: False
43112	Street lighting maint- 10229 Panoramic	156.31	03/08/2024	10-50-62340	
43113	Street lighting maint- 3201 Wolf Rd	353.06	03/08/2024	10-50-62340	
43121	Traffic signal contract maint- various locations	997.50	03/08/2024	10-50-62340	
	Check Total:	1,506.87			
Vendor: 1026	HARPOS V.I.P AUTOPARTS			Check Sequence: 44	ACH Enabled: False
11829-1	Fuel filter & air filters #207	170.37	03/08/2024	08-01-50090	
11891-1	Mercon LV power steering fluid #222	19.72	03/08/2024	08-01-50090	
11892-1	Oil filters (24 filters shelf inventory)	67.00	03/08/2024	08-01-50020	
	Check Total:	257.09			
Vendor: 5563	HIGH STAR TRAFFIC			Check Sequence: 45	ACH Enabled: False
118103	Street names	308.45	03/08/2024	10-90-62610	
118104	Post anchors	1,416.25	03/08/2024	10-90-62610	
118131	Telspar anchors	465.00	03/08/2024	10-90-62610	
118132	Parking signs	624.60	03/08/2024	10-90-62610	
	Check Total:	2,814.30			
Vendor: 1929	HOLIDAY OUTDOOR DECOR.			Check Sequence: 46	ACH Enabled: False
INV11536	Mini lights sets	3,723.00	03/08/2024	10-61-69580	
	Check Total:	3,723.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1860	ILLINOIS COUNTIES RISK MANAGEMENT			Check Sequence: 47	ACH Enabled: False
S-INV001083	Property & liability premium March2024	88,327.00	03/08/2024	10-32-62190	
S-INV001084	Work Comp premium March2024	50,152.00	03/08/2024	10-32-62200	
	Check Total:	138,479.00			
Vendor: 2282	INTEGRITY SALES INC			Check Sequence: 48	ACH Enabled: False
2076	Safety lights	452.66	03/08/2024	10-90-82630	
	Check Total:	452.66			
Vendor: 3123	Intoximeters			Check Sequence: 49	ACH Enabled: False
753234	Supplies	199.00	03/08/2024	10-20-60330	
	Check Total:	199.00			
Vendor: 1209	JANET G MARTINEZ			Check Sequence: 50	ACH Enabled: False
INV-0087	Spanish translation- Feb2024	198.00	03/08/2024	10-01-51880	
	Check Total:	198.00			
Vendor: 3614	JEEP & BLAZER, LLC			Check Sequence: 51	ACH Enabled: False
22351	Legal services for Joslyn, Oct-Dec2023	910.00	03/08/2024	10-72-62557	
	Check Total:	910.00			
Vendor: 1534	JKS VENTURES, INC.			Check Sequence: 52	ACH Enabled: False
209201	Limestone	3,185.70	03/08/2024	34-01-62860	
209237	Limestone	2,110.00	03/08/2024	34-01-62860	
	Check Total:	5,295.70			
Vendor: 4545	KCS COMPUTER TECHNOLOGY			Check Sequence: 53	ACH Enabled: False
18193	Consulting services Jan	65.00	03/08/2024	10-02-51150	
18193	Proofpoint spam filter software Jan	660.79	03/08/2024	10-02-54200	
18193	GFI AV servier & monitoring software Jan	1,253.48	03/08/2024	10-02-54200	
18193	Max online back of servers Jan	450.00	03/08/2024	10-02-54200	
18193	Office 365 Jan	1,957.50	03/08/2024	10-02-54200	
18193	SentinelOne server security Jan	380.00	03/08/2024	10-02-54200	
18193	Veem backup replication Jan	135.00	03/08/2024	10-02-55040	
18193	Ironscales Jan	676.00	03/08/2024	10-02-54200	
	Check Total:	5,577.77			
Vendor: 5561	KLF ENTERPRISES			Check Sequence: 54	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
354.19.1	9621 Pacific Ave- building demo 11/15/23-2/5/2024	54,430.00	03/08/2024	65-10-84300	
	Check Total:	54,430.00			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 55	ACH Enabled: False
4865	Replacement of reinforced street opening due to water sys repair	4,625.00	03/08/2024	34-01-62860	
4867	Replacement of reinforced curb w street drain	5,475.00	03/08/2024	34-02-63070	
4870	Replacement of reinforced street drain w curb	3,360.00	03/08/2024	34-02-63070	
4871	Replacement of reinforced street opening due to repair	2,000.00	03/08/2024	34-01-62860	
4872	Replacement of reinforced street opening due to repair	3,630.00	03/08/2024	34-02-63070	
4874	Replacement of reinforced curb w street drain	4,370.00	03/08/2024	34-02-63070	
	Check Total:	23,460.00			
Vendor: 4408	KUUSAKOSKI US LLC			Check Sequence: 56	ACH Enabled: False
A-11919	Electronic recycling	1,002.22	03/08/2024	09-01-64000	
	Check Total:	1,002.22			
Vendor: 1507	LAWRENCE ANDOLINO			Check Sequence: 57	ACH Enabled: False
021624	Adjudication services, Feb2024	1,500.00	03/08/2024	10-13-40515	
021624	Adjudication services, Feb2024	1,500.00	03/08/2024	10-20-40515	
	Check Total:	3,000.00			
Vendor: 0358	LED & SAFETY			Check Sequence: 58	ACH Enabled: False
2420667	Cut levels A3s	53.97	03/08/2024	34-01-60600	
	Check Total:	53.97			
Vendor: 0059	M.E. SIMPSON, CO., INC.			Check Sequence: 59	ACH Enabled: False
41872	Conducted leak location services- Schiller Blvd	545.00	03/08/2024	34-01-62860	
	Check Total:	545.00			
Vendor: 3518	MCGUIRE WOODS CONSULTING LLP			Check Sequence: 60	ACH Enabled: False
92798333	Lobbyist services, Jan2024	3,500.00	03/08/2024	10-12-67560	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	3,500.00			
Vendor: 0131	MENARDS MELROSE PARK			Check Sequence: 61	ACH Enabled: False
57721	Pump saver, spray paint	39.39	03/08/2024	10-90-62590	
57776	PSI induction	348.29	03/08/2024	10-90-62590	
57926	Screws, ring shanks, knob, steel door, RTD shtgs, BTR SPFs	1,824.15	03/08/2024	10-90-62590	
58050	BTR SPFs	26.18	03/08/2024	10-90-62590	
58078	Paint, frame, purdys, black sprays	426.80	03/08/2024	10-90-62590	
58317	LED MVstrps, corner braces, paint, purdys, SOL thhns	555.85	03/08/2024	10-90-62590	
58321	Corner braces, holders, gable vents	63.45	03/08/2024	10-90-62590	
58397	Gasket boxes, 3 shelves	787.94	03/08/2024	10-90-62590	
58648	Gasket boxes, sils, blades	465.21	03/08/2024	10-90-62590	
58759	Mats, sink traps, power drill	91.17	03/08/2024	34-01-62590	
58845	Tie bars, beams, anchors, Rtd shtgs	338.04	03/08/2024	10-90-62590	
	Check Total:	4,966.47			
Vendor: 4858	Metro Fire Chief's Assoc.			Check Sequence: 62	ACH Enabled: False
021224	Metro Fire Chiefs dues (4 members)	200.00	03/08/2024	10-30-52100	
	Check Total:	200.00			
Vendor: 5553	METRO STRATEGIES			Check Sequence: 63	ACH Enabled: False
FPPM-02	Infrastructure project mgmt & funding services Dec2023	4,158.00	03/08/2024	34-01-82800	
	Check Total:	4,158.00			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 64	ACH Enabled: False
228806A	Repair clamps	3,920.12	03/08/2024	34-01-62860	
	Check Total:	3,920.12			
Vendor: 3811	MID CENTRAL WATER WORKS ASSOCIATI			Check Sequence: 65	ACH Enabled: False
022324	Memberships	575.00	03/08/2024	34-01-52000	
	Check Total:	575.00			
Vendor: 6363	EDWARD C. MILLEA			Check Sequence: 66	ACH Enabled: False
6594	Reimbursement for class	55.00	03/08/2024	34-01-52000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	55.00			
Vendor: 0333	MONTANA & WELCH, LLC			Check Sequence: 67	ACH Enabled: False
16583	Legal services for general matters, Jan2024	36,727.50	03/08/2024	10-72-62557	
16584	Legal services for litigation matters, Jan2024	5,776.25	03/08/2024	10-72-62557	
	Check Total:	42,503.75			
Vendor: 1365	MUNICIPAL EMERGENCY SERVICES INC			Check Sequence: 68	ACH Enabled: False
IN2006471	Haz Mat monitor sensit sensor	81.87	03/08/2024	10-30-80570	
	Check Total:	81.87			
Vendor: 3150	NATIONAL TESTING NETWORK			Check Sequence: 69	ACH Enabled: False
14625	Annual renewal membership	1,000.00	03/08/2024	10-40-62270	
	Check Total:	1,000.00			
Vendor: 2107	NORCOMM PUBLIC SAFETY COMM., INC.			Check Sequence: 70	ACH Enabled: False
24-52293	Emergency dispatch services, March2024	66,780.69	03/08/2024	07-01-40300	
	Check Total:	66,780.69			
Vendor: 0730	NORTHERN TOOL & EQUIPMENT			Check Sequence: 71	ACH Enabled: False
53089278	Supplies	39.99	03/08/2024	10-90-51600	
	Check Total:	39.99			
Vendor: 0270	O'REILLY AUTOMOTIVE, INC.			Check Sequence: 72	ACH Enabled: False
3398-101066	Hood bumpers #481	9.23	03/08/2024	08-01-50030	
	Check Total:	9.23			
Vendor: 2249	ORKIN			Check Sequence: 73	ACH Enabled: False
257666493	Weekly services	415.99	03/08/2024	10-60-62460	
257666494	Weekly services	415.99	03/08/2024	10-60-62460	
	Check Total:	831.98			
Vendor: 8300	PAGODA COMPUTER SUPPLIES			Check Sequence: 74	ACH Enabled: False
16069	Toner cartridge	145.00	03/08/2024	10-01-50400	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	145.00			
Vendor: 0141 1	PARAMEDIC SERVICES OF ILLINOIS, INC. Ambulance billing Jan2024	1,953.73	03/08/2024	Check Sequence: 75 10-30-62140	ACH Enabled: False
	Check Total:	1,953.73			
Vendor: 7774 4378505 4378505	PHYSICIANS IMMEDIATE CARE Hepatitis B vaccine x2 Jan2024 DOT certification exam Jan2024	220.00 100.00	03/08/2024 03/08/2024	Check Sequence: 76 10-52-53000 10-52-53000	ACH Enabled: False
	Check Total:	320.00			
Vendor: 1578 3106524162	PITNEY BOWES GLOBAL FINANCIAL SERV Lease pymt	392.46	03/08/2024	Check Sequence: 77 10-01-50930	ACH Enabled: False
	Check Total:	392.46			
Vendor: 4235 02182024 02182024	PITNEY BOWES PURCHASE POWER Postage Postage	657.77 657.77	03/08/2024 03/08/2024	Check Sequence: 78 34-01-51500 10-01-51500	ACH Enabled: False
	Check Total:	1,315.54			
Vendor: 4960 29781	PORTER LEE CORPORATION Evidence supplies	96.05	03/08/2024	Check Sequence: 79 10-20-60630	ACH Enabled: False
	Check Total:	96.05			
Vendor: 8126 22379	PRAEDIUM VALUATION GROUP Appraisal for Village owned property 3010 Mannheim	1,800.00	03/08/2024	Check Sequence: 80 10-12-50540	ACH Enabled: False
	Check Total:	1,800.00			
Vendor: 4552 0551-015868530	REPUBLIC SERVICES #551 Scavenger services, Feb2024	146,727.94	03/08/2024	Check Sequence: 81 09-01-64010	ACH Enabled: False
	Check Total:	146,727.94			
Vendor: 0967 FOCS207588	ROESCH FORD Vehicle diagnosis #222	209.00	03/08/2024	Check Sequence: 82 10-90-50100	ACH Enabled: False
	Check Total:	209.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 2419	RUSSO'S POWER EQUIPMENT			Check Sequence: 83	ACH Enabled: False
SPI20510231	Oil filters # standard lawn mowers	29.58	03/08/2024	08-01-50034	
SPI20513229	Spindle assembly #standard lawn mower #1	129.99	03/08/2024	08-01-50034	
	Check Total:	159.57			
Vendor: 2960	S & E INSPECTIONS, INC.			Check Sequence: 84	ACH Enabled: False
8889	Safety lane #206	38.00	03/08/2024	10-90-50100	
	Check Total:	38.00			
Vendor: 1540	ROBERTO SMALDONE			Check Sequence: 85	ACH Enabled: False
011924	Reimbursement for toughbook	65.45	03/08/2024	10-20-60330	
	Check Total:	65.45			
Vendor: 3336	SMITH LASALLE			Check Sequence: 86	ACH Enabled: False
354.19.16	9621 Pacific Ave- building demo 1/29-2/25/24	3,695.50	03/08/2024	10-90-87000	
375.20.21	Martens Sanitary sewer 1/29-2/25/24	1,250.00	03/08/2024	34-02-89103	
469.21.29	10500 Grand Ave redevelopment 1/29-2/25/24	405.00	03/08/2024	43-01-57000	
472.21.37	Franklin Ave STP phase III 1/29-2/25/24	5,260.00	03/08/2024	65-10-82820	
573.22.19	King St improvements 1/29-2/25/24	720.00	03/08/2024	65-20-82800	
580.22.5	South Industrial Area improvements 1/29-2/25/24	6,100.00	03/08/2024	65-10-84000	
586.22.13	Schiller Blvd Phase 1 1/29-2/25/24	25,590.00	03/08/2024	65-10-86000	
618.23.10	Village engineering/PW mgmt services 1/29-2/25/24	24,487.60	03/08/2024	10-90-82800	
618.23.10	Village engineering/PW mgmt services 1/29-2/25/24	6,121.90	03/08/2024	34-02-82800	
619.23.10	Utilities GIS services 1/29-2/25/24	7,980.00	03/08/2024	34-01-62870	
619.23.10	Utilities GIS services 1/29-2/25/24	6,540.00	03/08/2024	34-02-62870	
621.23.10	Lead services replacement 1/29-2/25/24	11,510.00	03/08/2024	34-01-82800	
623.23.2	Sewer cleaning and inspection 1/29-2/25/24	9,885.00	03/08/2024	34-02-83191	
	Check Total:	109,545.00			
Vendor: 2118	SPACECO INC			Check Sequence: 87	ACH Enabled: False
95928	Construction services FP Hotel site 1/1-1/27/24	665.00	03/08/2024	22-01-64000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	665.00			
Vendor: 3795	STANDARD EQUIPMENT COMPANY			Check Sequence: 88	ACH Enabled: False
P47837	Air cylinders	126.50	03/08/2024	08-01-50090	
P47976	Glass door assembly	4,132.09	03/08/2024	08-01-50090	
	Check Total:	4,258.59			
Vendor: 3506	State Treasurer IL Dept. of Transportation			Check Sequence: 89	ACH Enabled: False
64409	Traffic signal intersections	1,543.65	03/08/2024	10-90-62690	
	Check Total:	1,543.65			
Vendor: 0183	SUBURBAN WELDING & STEEL, LLC			Check Sequence: 90	ACH Enabled: False
91212	To fabricate and install of shoring holder brackets above wheel	1,828.50	03/08/2024	34-01-50100	
91241	To remove leaking cylinder, cut off part of mounting bracket	1,848.62	03/08/2024	08-01-50090	
91344	To machine bolts	640.20	03/08/2024	10-90-62600	
91348	To repair weld and reinforce of plow 220	535.26	03/08/2024	08-01-50090	
91421	To laser 4 steel plates	191.09	03/08/2024	34-01-62860	
	Check Total:	5,043.67			
Vendor: 2340	TAX CONSULTING, LLC			Check Sequence: 91	ACH Enabled: False
3000	Research and meetings -FP presentation 1/1-2/1/2024	4,000.00	03/08/2024	10-12-50540	
	Check Total:	4,000.00			
Vendor: 5423	THIRD MILLENNIUM			Check Sequence: 92	ACH Enabled: False
31015	Utility bill rendering Feb2024	2,562.32	03/08/2024	34-01-62857	
	Check Total:	2,562.32			
Vendor: 0460	UTILITY SERVICE COMPANY, INC.			Check Sequence: 93	ACH Enabled: False
597783	Elevated Belmont Ave Tank	10,291.00	03/08/2024	34-01-88906	
597955	Elevated Franklin Ave ClearingTank	7,404.00	03/08/2024	34-01-88906	
598059	Ground storage CurtisTank	15,282.93	03/08/2024	34-01-88906	
598060	Ground storage King st westTank	45,048.66	03/08/2024	34-01-88906	
598061	Ground storage King st eastTank	39,172.75	03/08/2024	34-01-88906	
	Check Total:	117,199.34			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 94	ACH Enabled: False
9955188500	Monthly billing ESTB Jan- #980431441-00001	893.26	03/08/2024	07-01-51200	
9955188501	Monthly billing ESTB portion Jan- #980431441-00002	2,562.37	03/08/2024	07-01-51200	
9956417084	Data charges for mobile jetpacks- Jan	83.01	03/08/2024	10-02-51200	
	Check Total:	3,538.64			
Vendor: 0351	WAREHOUSE DIRECT			Check Sequence: 95	ACH Enabled: False
IN527721	Copier page counts for all copies for Feb	945.78	03/08/2024	10-02-80001	
	Check Total:	945.78			
Vendor: 0209	ZIEBELL WATER SERVICE PRODUCTS			Check Sequence: 96	ACH Enabled: False
264795-000	Pails, manhole hooks	851.00	03/08/2024	34-02-62070	
264835-000	3 way flange, pipes wrenches	4,709.00	03/08/2024	34-01-62860	
264846-000	Flarexmip adapt	223.02	03/08/2024	34-01-62860	
	Check Total:	5,783.02			
	Total for Check Run:	1,979,321.93			
	Total of Number of Checks:	96			

Accounts Payable

Manual Check Proof List

User: cperez
Printed: 02/27/2024 - 10:41AM
Batch: 00220.02.2024



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 3811			MID CENTRAL WATER WORKS AS				
021024	125.00	02/20/2024	Seminar for 02.21.24	334555	02/20/2024	34-01-52000	
Total for Check	125.00						
Total for 3811	125.00						
Total Checks:	125.00						

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

RESOLUTION

NUMBER 2324-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2024 GRASS
CUTTING PROGRAM FOR SENIORS AND DISABLED PROPERTY OWNERS**

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

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

RESOLUTION NUMBER 2324-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2024 GRASS
CUTTING PROGRAM FOR SENIORS AND DISABLED PROPERTY OWNERS**

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

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that a significant public interest is served by establishing a program to provide grass cutting services to property owners who are seniors, disabled, handicapped or stricken with a severe health condition and have no one else within their household to perform such task (the "*2024 Grass Cutting Program*"); and

WHEREAS, the Corporate Authorities have promulgated general guidelines and established certain procedures for the fair and effective implementation of the 2024 Grass Cutting Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

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

Section 2. The 2024 Grass Cutting Program criteria and requirements, as contained and described in Exhibit A, to create and implement the 2024 Grass Cutting Program are hereby approved, with such necessary changes as from time to time determined by the Director of Human

Resources and Operations and authorized by the Village President to effectively operate and manage the 2024 Grass Cutting Program.

Section 3. The officials and officers of the Village are hereby authorized and directed to take any and all such action as is required to enact the 2024 Grass Cutting Program and carry out its intent and purpose.

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

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

2024 Grass Cutting Program

VILLAGE OF FRANKLIN PARK
2024 GRASS CUTTING PROGRAM CRITERIA AND REQUIREMENTS

QUALIFICATIONS:

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

TERMS:

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

1. The Department will review the application and accompanying documentation and determine if the applicant qualifies for the program.
2. The following service will be provided to an applicant upon completion of the application and approval by the Department:
 - Lawn will be cut as needed, as determined by the Village, weather permitting, but in no event will the lawn be cut more than once per week. Cutting will begin April 1, 2024, weather permitting, and continue through the last week of October.
 - Sidewalk will be power blown of excess grass clippings.
 - A monthly bill will be sent to you from the Village Comptroller's office. The charge is \$13.00 per cut. In the event payment is not received within thirty (30) days of the date of the invoice, the applicant hereby authorizes and agrees that the Village shall have the unilateral right to add the delinquent amount due to the water bill for the property and has the further right to disqualify the applicant and property from the program and discontinue future service.
3. The applicant agrees to the following:
 - The lawn must be free of all feces.
 - The program does not include:
 - a. Fertilizing the grass.
 - b. Edging.
 - c. Trimming the bushes, trees, or other plants.
 - d. Watering the grass, plants, bushes, trees, etc.
 - e. Weed Whacking.

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

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

(signature of applicant)

(date)

(print name)

(print address)

Village of Franklin Park 2024 Grass Cutting Application Form

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

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

Attention

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

Completed applications must be received by the Department of Human Resources.

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

Village of Franklin Park
Attn: Director of Human Resources and Operations
9500 West Belmont Avenue
Franklin Park, Illinois 60131

The grass cutting program will begin April 1, 2024 (weather permitting) until the last week in October, or at such other time the Village terminates the program. The cost is \$13.00 per cut.

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

Name:

Checklist:

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

Name: _____

Address: _____

Phone Number: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2324-R-___

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND SPECIFICATIONS FOR THE 2024
SUMMER YOUTH AND COLLEGE INTERNSHIP WORK PROGRAM**

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

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

**Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 03/04/24
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131**

RESOLUTION NUMBER 2324-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND SPECIFICATIONS FOR THE 2024
SUMMER YOUTH AND COLLEGE INTERNSHIP WORK PROGRAM**

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

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that a significant public interest is served by providing summer employment and college internship opportunities for Village youth and young adults within the various departments of the Village (the "*2024 Summer Youth and College Internship Work Program*"); and

WHEREAS, a primary purpose of the 2024 Summer Youth and College Internship Work Program is to provide employment for high school, college, and graduate students to assist them in earning funds for tuition for college, university or graduate school educations and the opportunity to gain valuable hands-on work experiences to further their educational endeavors; and

WHEREAS, the Corporate Authorities have promulgated certain guidelines and specifications for the implementation of the 2024 Summer Youth and College Internship Work Program, a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, it is now the desire of the Corporate Authorities to formally establish the policies and practices of the 2024 Summer Youth and College Internship Work Program.

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

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

Section 2. The 2024 Summer Youth and College Internship Work Program criteria, as contained and described in Exhibit A, is hereby approved as the policy and practices of the 2024 Summer Youth and College Internship Work Program, with such necessary changes as from time to time determined by the Director of Human Resources and Operations and authorized by the Village President to effectively operate and manage the 2024 Summer Youth and College Internship Work Program.

Section 3. The officials and officers of the Village are hereby authorized and directed to take any and all such action as is required to enact the 2024 Summer Youth and College Internship Work Program and carry out its intent and purpose.

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

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Guidelines and Specifications
2024 Summer Youth and College Internship Work Program

EXHIBIT A

**Guidelines and Specifications
2024 Summer Youth and College Internship Work Program**

Summer Youth Work Program

Authorized Number of Participants: 40

Participant Qualifications:

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

or

Student enrolled for 2024-2025 in accredited college, university or graduate school;

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

Hourly Rate of Compensation: \$12.00 if under the age of eighteen (18) or \$15.00 if age eighteen (18) or over for first year participant. Prior year participant is eligible to receive a \$0.25 increase in the hourly rate previously paid. Maximum hourly rate shall not exceed \$16.00 per hour or as required by law.

2024 Program Start-up Date: May 1, 2024

Final 2024 Program Ending Date: September 30, 2024 (or earlier depending on department, as determined by the Director of Human Resources and Operations)

Application Deadline: June 28, 2024

Miscellaneous Items:

Additional Notations:

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

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

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

EXHIBIT A

Guidelines and Specifications 2024 Summer Youth and College Internship Work Program

College Internship Work Program

Authorized Number of Participants: 10

Participant Qualifications:

1. Student enrolled for 2024-2025 in accredited college, university or graduate school;
2. Written recommendations from school official, professor, teacher, or guidance counselor (for first time participants only);
3. Minimum grade point average of "C" or equivalent - applicant must include proof from current school of grade point average;
4. Minimum Age: 18 (at time of application);
Maximum Age: not applicable;
5. Participant Relationship to Village Official or Officer Prohibited: Immediate family members [spouses, children and grandchildren (including birth, step and adopted), brother, sister, parent, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, niece or nephew] or any other member of the household of the Village President, Village Clerk, Village Trustee, Comptroller, Department Head or Director, and Deputy Department Head or Director shall not be hired during said person's tenure in office; and
6. Successfully pass mandatory drug and alcohol tests and remain drug and alcohol free throughout Program participation.

Hourly Rate of Compensation: \$17.00 for first year participant. Prior year participant is eligible to receive a \$0.25 increase in the hourly rate previously paid. Maximum hourly rate shall not exceed \$18.00 per hour. Total maximum hours worked shall not exceed 1,000 hours in any single year.

2024 Program Start-up Date: May 1, 2024 to April 30, 2025

Final 2024 Program Ending Date: April 30, 2025 (or earlier depending on department, as determined by the Director of Human Resources and Operations)

Application Deadline: not applicable

Miscellaneous Items:

Additional Notations:

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

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

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

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2324-R-__

**A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION
OF AN ADVISORY REFERENDUM TO THE ELECTORS OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS, AT THE GENERAL ELECTION
TO BE HELD ON NOVEMBER 5, 2024, THE QUESTION OF WHETHER THE
ILLINOIS GENERAL ASSEMBLY SHALL AUTOMATICALLY INCREASE
THE AMOUNT OF THE HOMEOWNER AND SENIOR CITIZEN PROPERTY
TAX EXEMPTIONS EVERY YEAR BASED ON THE RATE OF INFLATION
TO HELP REDUCE PROPERTY TAXES**

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 PROVIDING FOR AND REQUIRING THE SUBMISSION OF AN ADVISORY REFERENDUM TO THE ELECTORS OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, THE QUESTION OF WHETHER THE ILLINOIS GENERAL ASSEMBLY SHALL AUTOMATICALLY INCREASE THE AMOUNT OF THE HOMEOWNER AND SENIOR CITIZEN PROPERTY TAX EXEMPTIONS EVERY YEAR BASED ON THE RATE OF INFLATION TO HELP REDUCE PROPERTY TAXES

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 Illinois Election Code, 10 ILCS 5/28-1, *et seq.*, authorizes the Village to initiate the submission of a public question to the electorate of the Village by adopting a resolution; and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") believe that the electors of the Village should have an opportunity to provide their input through an advisory referendum with regard to whether the Illinois General Assembly shall automatically increase the amount of the homeowner and senior citizen property tax exemptions every year based on the rate of inflation to help reduce property taxes; and

WHEREAS, in order to better gauge the sentiments of the electors of the Village, the Corporate Authorities have determined that it is in the best interest of the residents of the Village to place on the ballot an advisory public question to be considered by the electorate regarding the matter herein set forth.

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

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

Section 2. The following advisory referendum question hereinafter set forth shall be submitted to the electors of the Village of Franklin Park, Cook County, Illinois, at the General Election to be held on November 5, 2024, as permitted by the Illinois Election Code:

Shall the Illinois General Assembly automatically increase the amount of the homeowner and senior citizen property tax exemptions every year based on the rate of inflation to help reduce property taxes?	YES
	NO

Section 3. The Village Clerk is hereby authorized to file a certified copy of this Resolution with the office of the Cook County Clerk and any other document with the appropriate election office to certify the above advisory referendum question for submission to the electors of the Village at the aforesaid election in accordance with applicable law.

Section 4. This Resolution shall be posted by the Village Clerk in one or more public areas of the Village.

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

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2324-R-__

**A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION
OF AN ADVISORY REFERENDUM TO THE ELECTORS OF THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, AT THE GENERAL
ELECTION TO BE HELD ON NOVEMBER 5, 2024, THE QUESTION OF
WHETHER THE ILLINOIS GENERAL ASSEMBLY SHALL INCREASE
THE ANNUAL HOUSEHOLD INCOME QUALIFICATION FOR THE
SENIOR CITIZEN FREEZE PROPERTY TAX EXEMPTION**

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 PROVIDING FOR AND REQUIRING THE SUBMISSION OF AN ADVISORY REFERENDUM TO THE ELECTORS OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, THE QUESTION OF WHETHER THE ILLINOIS GENERAL ASSEMBLY SHALL INCREASE THE ANNUAL HOUSEHOLD INCOME QUALIFICATION FOR THE SENIOR CITIZEN FREEZE PROPERTY TAX EXEMPTION

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 Illinois Election Code, 10 ILCS 5/28-1, *et seq.*, authorizes the Village to initiate the submission of a public question to the electorate of the Village by adopting a resolution; and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") believe that the electors of the Village should have an opportunity to provide their input through an advisory referendum with regard to whether the Illinois General Assembly shall increase the annual household income qualification for the senior citizen freeze property tax exemption; and

WHEREAS, in order to better gauge the sentiments of the electors of the Village, the Corporate Authorities have determined that it is in the best interest of the residents of the Village to place on the ballot an advisory public question to be considered by the electorate regarding the matter herein set forth.

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

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

Section 2. The following advisory referendum question hereinafter set forth shall be submitted to the electors of the Village of Franklin Park, Cook County, Illinois, at the General Election to be held on November 5, 2024, as permitted by the Illinois Election Code:

Shall the Illinois General Assembly increase the annual household income qualification for the senior citizen freeze property tax exemption?	YES
	NO

Section 3. The Village Clerk is hereby authorized to file a certified copy of this Resolution with the office of the Cook County Clerk and any other document with the appropriate election office to certify the above advisory referendum question for submission to the electors of the Village at the aforesaid election in accordance with applicable law.

Section 4. This Resolution shall be posted by the Village Clerk in one or more public areas of the Village.

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

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2324-R-__

**A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF
AN ADVISORY REFERENDUM TO THE ELECTORS OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS, AT THE GENERAL ELECTION
TO BE HELD ON NOVEMBER 5, 2024, THE QUESTION OF WHETHER THE
THE VILLAGE OF FRANKLIN PARK SHALL CONTINUE TO PROHIBIT
THE CONSUMPTION OF ALCOHOL IN GAS STATIONS**

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 PROVIDING FOR AND REQUIRING THE SUBMISSION OF AN ADVISORY REFERENDUM TO THE ELECTORS OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, THE QUESTION OF WHETHER THE VILLAGE OF FRANKLIN PARK SHALL CONTINUE TO PROHIBIT THE CONSUMPTION OF ALCOHOL IN GAS STATIONS

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

WHEREAS, the Illinois Election Code, 10 ILCS 5/28-1, *et seq.*, authorizes the Village to initiate the submission of a public question to the electorate of the Village by adopting a resolution; and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") believe that the electors of the Village should have an opportunity to provide their input through an advisory referendum with regard to whether the Village of Franklin Park shall continue to prohibit the consumption of alcohol in gas stations; and

WHEREAS, in order to better gauge the sentiments of the electors of the Village, the Corporate Authorities have determined that it is in the best interest of the residents of the Village to place on the ballot an advisory public question to be considered by the electorate regarding the matter herein set forth.

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

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

Section 2. The following advisory referendum question hereinafter set forth shall be submitted to the electors of the Village of Franklin Park, Cook County, Illinois, at the General Election to be held on November 5, 2024, as permitted by the Illinois Election Code:

Shall the Village of Franklin Park, Cook County, Illinois, continue to prohibit the consumption of alcohol in gas stations?	YES
	NO

Section 3. The Village Clerk is hereby authorized to file a certified copy of this Resolution with the office of the Cook County Clerk and any other document with the appropriate election office to certify the above advisory referendum question for submission to the electors of the Village at the aforesaid election in accordance with applicable law.

Section 4. This Resolution shall be posted by the Village Clerk in one or more public areas of the Village.

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

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

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

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

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

RESOLUTION

NUMBER 2324-R-___

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS DECLARING AS SURPLUS PROPERTY THE VILLAGE OWNED
PARCEL OF REAL PROPERTY AT 3010 MANNHEIM ROAD AND AUTHORIZING
VILLAGE STAFF TO MARKET THE PROPERTY FOR DEVELOPMENT AND
DIRECT THE VILLAGE CLERK TO MAKE A COPY OF THE APPRAISAL
OF THE PROPERTY AVAILABLE TO ANY PARTY**

**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 DECLARING AS SURPLUS PROPERTY THE VILLAGE OWNED PARCEL OF REAL PROPERTY AT 3010 MANNHEIM ROAD AND AUTHORIZING VILLAGE STAFF TO MARKET THE PROPERTY FOR DEVELOPMENT AND DIRECT THE VILLAGE CLERK TO MAKE A COPY OF THE APPRAISAL OF THE PROPERTY AVAILABLE TO ANY PARTY

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

WHEREAS, The Village owns a vacant parcel of undeveloped property commonly known as 3010 Mannheim Road, Franklin Park, Illinois that is zoned C-3 General Commercial District, as described in the Village of Franklin Park Zoning Ordinance, and identified as Lots 73, 74, 75, 76, 77 (except that part of Lot 77, conveyed to the State of Illinois by deed recorded as document number 25383996), 78, 79, 80, 81 and 82 consisting of approximately 1.29 acres or 56,480 square feet, and further identified by permanent index numbers (PINs) 12-29-212-002-0000, 12-29-212-003-0000, 12-29-212-008-0000, 12-29-212-009-0000 and 12-29-212-013-0000 and as legally described on Exhibit A (the "*Property*"), a copy of which is attached hereto and made a part hereof; and

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

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

WHEREAS, 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code sets forth a procedure for the sale of municipal-owned surplus real property by Village staff after ascertaining the value of the surplus real estate by written appraisal and making said appraisal available for public inspection; and

WHEREAS, the Village ascertained a written appraisal report for the Property, dated January 24, 2024, which was prepared by Mary Wagner, MAI, of Praedium Valuation Group, 1658 North Milwaukee Avenue, Suite B, PMB 5460, Chicago, Illinois, 60647 (the "*Appraisal*"), a copy of which is attached hereto and made a part hereof, as Exhibit B; and

WHEREAS, the Appraisal found that the current market value or appraised value of the Property in its "as is" condition is \$540,000.00; and

WHEREAS, the Appraisal is on file and available for inspection or copying in the office of the Village Clerk of the Village of Franklin Park as well as on the Village's website to any interested party; and

WHEREAS, the Corporate Authorities have determined it best to allow Village staff in the Department of Community Development to market the Property for sale for a commercial retail development and present to the Corporate Authorities for consideration a sale and development agreement for the Property that will complement and enhance the commercial corridor around the Property and benefit the residents of the Village; and

WHEREAS, the Corporate Authorities have determined it is in the best interests of the Village to allow Village staff to conduct the sale of the Property as provided in 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code.

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

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

Section 2. The Property, as herein described, is hereby determined, and declared by the Corporate Authorities to be surplus real estate of the Village.

Section 3. The Director of Community Development is hereby authorized to seek commercial retail development proposals and to review, recommend, and present a proposal and sale and development agreement for the Property to the Corporate Authorities in accordance with this Resolution and pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code.

Section 4. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to undertake the necessary steps to present a proposal and final agreement for the sale of the Property to the Corporate Authorities, as contemplated herein.

Section 5. The Village Clerk is hereby authorized and directed to publish a copy of this Resolution at the first opportunity following its passage in a newspaper published within the Village and to make available a copy of the Appraisal for public inspection by any interested party.

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Legal Description of Property

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

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

Property commonly known as 3010 Mannheim Road, Franklin Park, Illinois 60131

Exhibit B

Appraisal



PRAEDIUM VALUATION GROUP

Appraisals • Consulting • Expert Witness

APPRAISAL REPORT FOR
3010 N Mannheim Road,
Franklin Park,
Cook County, Illinois, 60131

AS OF
January 24, 2024

PREPARED FOR
Mr. Nicholas Walny
Director of Community
Development
Village of Franklin Park
9500 W Belmont Ave
Franklin Park, IL 60131

PREPARED BY
Praedium Valuation Group
1658 N Milwaukee Ave., Ste B,
PMB 5460
Chicago, Illinois 60647
File Name: 22379

PRAEDIUM VALUATION GROUP

Appraisals • Consulting • Expert Witness

1658 N. Milwaukee Ave,
Ste B PMB 5460
Chicago Illinois, 60647

www.pvgchicago.com
info@pvgchicago.com

773-665-8361
Fax: 773-665-8342

February 6, 2024

Mr. Nicholas Walny
Director of Community Development
Village of Franklin Park
9500 W Belmont Ave
Franklin Park, IL 60131

Re: Appraisal Report
3010 N Mannheim Road, Franklin Park,
Cook County, Illinois, 60131

File Name: 22379

Dear Mr. Walny:

At your request, we have prepared an appraisal for the above referenced property, which is briefly described as follows:

The subject property is a dual corner, rectangular vacant site comprising approximately 56,480 square feet (sf) of land along a primary commercial thoroughfare in the Village of Franklin Park. It is zoned C-3. The site had previously been improved with a Super 8 motel, which was demolished in 2011 subsequent to a fire. The subject property and valuation methodology are further detailed in the appropriate sections of this report.

Please reference page 11 of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. We have not performed any prior services regarding the subject within the three years immediately preceding the appraisal date.

Mr. Walny
Village of Franklin Park
February 6, 2024
Page 2

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 47). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions:

- There are no extraordinary assumptions for this appraisal.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have made the following value conclusions:

Current Market Value of the Subject Property, As Is:

The market value of the fee simple estate of the property, as is, as of January 24, 2024, is:

\$540,000

Five Hundred Forty Thousand Dollars

The market exposure time preceding January 24, 2024 would have been 6 to 12 months and the estimated marketing period as of January 24, 2024 is 6 to 12 months.

This report was prepared in conformance with USPAP appraisal guidelines as well as those of the Appraisal Institute.

Respectfully submitted,
Praedium Valuation Group

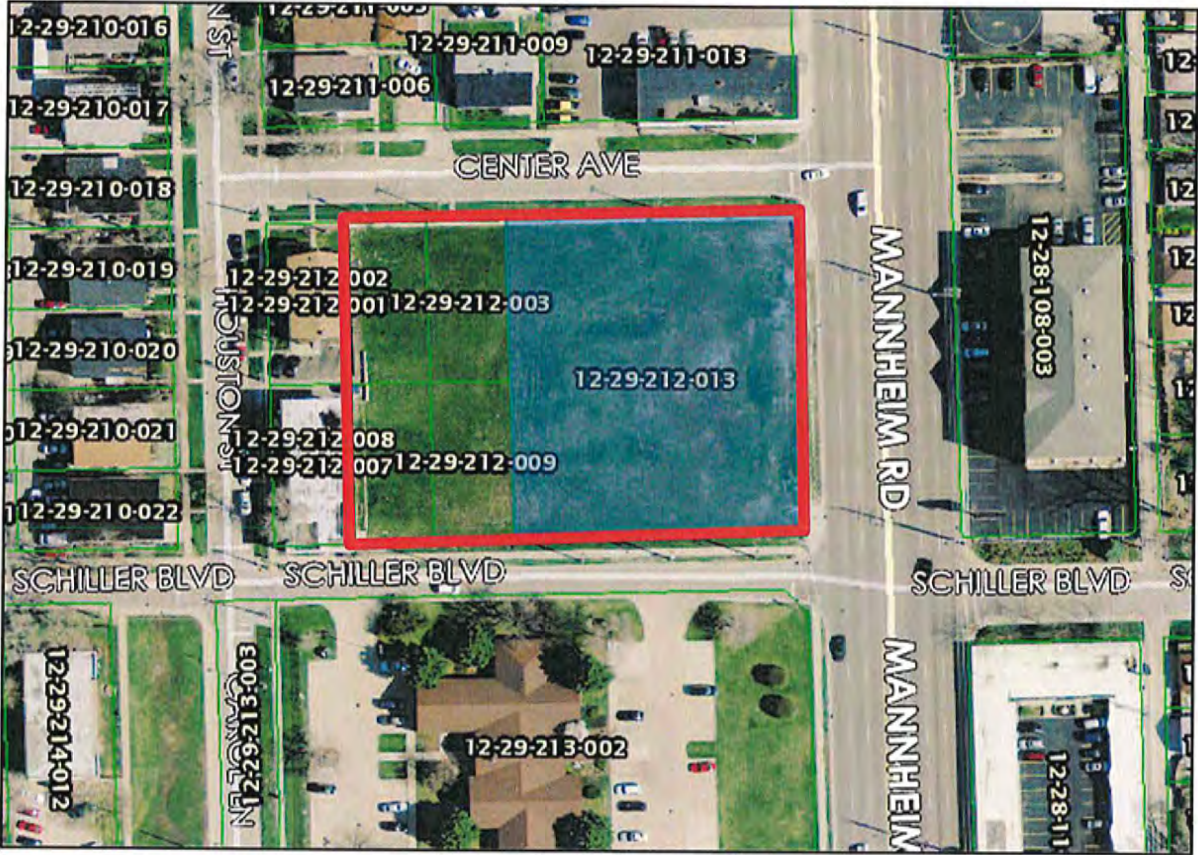


Mary Wagner, MAI
IL Certified General Real Estate
Appraiser
License No. 553-001102
License Expires: September 30, 2025

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AERIAL VIEW



Source: Cook County GIS
Note: Subject outlined in red above

SUBJECT PHOTOGRAPHS



LOOKING WEST AT SUBJECT FROM MANNHEIM ROAD



LOOKING NORTHWEST AT SUBJECT SITE



LOOKING NORTHEAST AT SUBJECT SITE



LOOKING SOUTH AT SUBJECT SITE



LOOKING SOUTHEAST AT SUBJECT SITE



VIEW NORTH ON MANNHEIM ROAD



VIEW WEST ON SCHILLER BOULEVARD



VIEW EAST ON CENTER AVENUE



VIEW WEST ON CENTER AVENUE

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION

Address:	3010 N Mannheim Road, Franklin Park, Cook County, Illinois, 60131
Description:	The subject property is a dual corner, rectangular vacant site comprising approximately 56,480 square feet (sf) of land along a primary commercial thoroughfare in the Village of Franklin Park. It is zoned C-3. The site had previously been improved with a Super 8 motel, which was demolished in 2011 subsequent to a fire. The subject property and valuation methodology are further detailed in the appropriate sections of this report.
Tax Identification:	12-29-212-002, -003, -008, -009 and -013
Census Tract:	8117.01
Owner:	Village of Franklin Park
Sale & Listing History And Pending Contract:	The subject property was acquired by the Village of Franklin Park via a Warranty Deed in Lieu of Foreclosure due to a demolition lien against the grantor, ANZ Enterprises, Inc. According to the deed (doc. #1425134073) the amount of the lien was \$541,084.03. This represents the expenditures by the Village to demolish the former hotel that was on the property. There was a major fire at the hotel in 2011 which caused significant damage and the building required demolition. The former owner deeded the property to the village instead of paying for the cost of demolition. The village subsequently had a contract with a developer for \$575,000 to purchase the site and construct a strip center, but the deal fell through as the contract purchaser was not able to obtain a construction loan. The TIF that used to exist for the subject has since expired. The village is currently negotiating with another potential purchaser.

SCOPE OF WORK SUMMARY

Report Type:	Appraisal Report
Date of Report:	February 6, 2024
Type of Value:	Market Value
Property Rights Appraised:	Fee Simple

Intended Use: The intended use is to establish market value to be used in determining a fair selling price.

Intended Users: The intended user is our client, Mr. Nicholas Walny of the Village of Franklin Park.

PROPERTY CHARACTERISTICS

Land:

Land Summary

Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Sq Ft)	Topography	Shape
12-29-212-002, -003, -008, -009, -013	1.30	56,480	56,480	Slopes up slightly to the west	Rectangular

Zoning: C-3, General Commercial District

Highest and Best Use of the Site: For a build-to-suit commercial development in accordance with existing zoning.

Highest and Best Use as Improved: The subject property is a vacant site. Therefore, a Highest & Best Use 'as improved' analysis is not applicable.

Hypothetical Conditions: There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions: There are no extraordinary assumptions for this appraisal.

VALUE CONCLUSION

Reconciled Value:

Premise:	As Is
Value Type:	Market Value
Property Rights:	Fee Simple
Effective Date:	January 24, 2024
Value Conclusion:	\$540,000

KEY ANALYSIS POINTS

The subject property consists of rectangular, dual corner, vacant site having 56,480 square feet of land. The property is zoned C-3, General Commercial District. The site has 200 feet of frontage on the west side of Mannheim Road, and roughly 282.4 feet of frontage on the south side of Center Avenue and the north side of Schiller Boulevard. According to IDOT, 27,100 vehicles per day travel along Mannheim Road, providing good exposure. There are two curb cuts onto the site from Mannheim Road, though they have been blocked by concrete barricades. The site is currently vacant and grass covered.

Improvements along Mannheim Road include a variety of commercial properties including neighborhood and community shopping centers, single tenant commercial buildings, offices, auto repair, gas stations, restaurants, hotels and motels. There are also some light industrial buildings, particularly to the north, and township offices further to the south. There are shopping centers on the northwest and southeast corners of Grand Avenue and Mannheim Road, two blocks south of the subject. Rio Valley at the southeast corner is anchored by Rio Valley Supermarket, along with a mix of local and national tenants. Wendy's and White Castle are on outlots. The northwest corner is improved as Franklin Marketplace which has tenants including Starbucks, Sonic, Chase, Jersey Mikes, AT&T, T-Mobile and Pizza Hut. A new 110-room Wyndam Garden hotel is currently under construction in Franklin Marketplace and will serve as the anchor for the shopping center. There had been a free-standing CVS in the subdivision but the store has gone dark. The Starbucks is at the northwest corner of Grand Avenue and Mannheim Road and is technically not a part of the subdivision. An elementary school and a house of worship are located at the southwest corner of Mannheim Road and Grand Avenue, and a gas station is located on the northeast corner. The area to the west of the subject site contains older and modest residential (single family and low-rise multifamily) and some industrial improvements.

The subject location offers good access to the area's major thoroughfares and expressways. Access to Interstate 290 and Interstate 294 from North Avenue is located approximately 3 miles southwest of the subject. Interstate 294 can also be accessed approximately 2 miles north of the subject just east of Mannheim Road. These expressways provide quick access to O'Hare International Airport, the southern boundary of which is 1.5 miles north of the subject. Public bus service is available along Mannheim Road. Metra Rail serves the community with two lines and two stations. The Milwaukee District West line has a depot at 3148 Rose Street while the North Central Line has a station at 9280 Belmont.

Following the last recession, there was little to no development of any type in the Village for a few years. The industrial market began to recover first locally and there have been several large industrial projects in the village. In 2016 / 2017, two new commercial strip center buildings were constructed in the Franklin Marketplace, and the aforementioned Wyndam Garden hotel is currently under construction. A McDonald's, a car wash and a Quik Trip gas station were recently approved for commercial sites in the village. Many commercial and industrial zoned sites in the village are located within Enterprise Zones and TIF zones, which are an incentive for new development. The subject site had been within a TIF district, but the TIF expired in 2022.

Subject Property History

The subject property was acquired by the Village of Franklin Park via a Warranty Deed in Lieu of Foreclosure due to a demolition lien against the grantor, ANZ Enterprises, Inc. According to the deed (doc. #1425134073) the amount of the lien was \$541,084.03. This represents the expenditures by the Village to demolish the former hotel that was on the property. There was a major fire at the hotel in 2011 which caused significant damage and the building required demolition. The former owner deeded the property to the village instead of paying for the cost of demolition. The village subsequently had a contract with a developer for \$575,000 to purchase the site and construct a strip center, but the deal fell through as the contract purchaser was not able to obtain a construction loan. The TIF that used to exist for the subject has since expired. The village is currently negotiating with another potential purchaser.

The last occupancy of the subject property was as a Super 8 motel operated by ANZ Enterprises. The Village revoked their license for multiple code violations in 2009. In August of 2011, the building was destroyed in a major fire which was later determined to be arson. The village ordered the demolition of the building and the former owner was required to pay for it. A while after the site was cleared and sodded, the village erected a sign on the property offering it for sale, with the price subject to negotiation. It was not listed with a realtor or on the MLS. The village is currently in negotiations with an interested party after a prior contract fell through.

The client provided a Phase I Environmental Site Assessment report for a prior appraisal and the report concluded that there was no evidence of recognized environmental conditions based on the limited assessment. Additionally, the client provided a report of findings from a limited soil bearing analysis of the site which concluded that the site has "rubberized or intact elements of previous structures" which prevented a thorough analysis of the soil. Reportedly, the former hotel on the subject site had a subsurface swimming pool, and that area may have been filled with debris from the fire during the clean-up process. The area was then covered with soil and sod and the pool remained buried underground and filled with debris. The village has since excavated, cleared and refilled the site, and it is reported to be construction ready.

SCOPE OF WORK

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user. Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for Mr. Nicholas Walny, at Village of Franklin Park. The problem to be solved is to estimate the current market value of the subject property, as is.

The definition of market value used in this appraisal is found in *The Dictionary of Real Estate Appraisal, 6th edition* (Chicago: Appraisal Institute, 2015), and the same definition can also be found in the Code of Federal Regulations; "12 CFR, part 34, subpart C-Appraisal 34.42 (g).

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment was made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

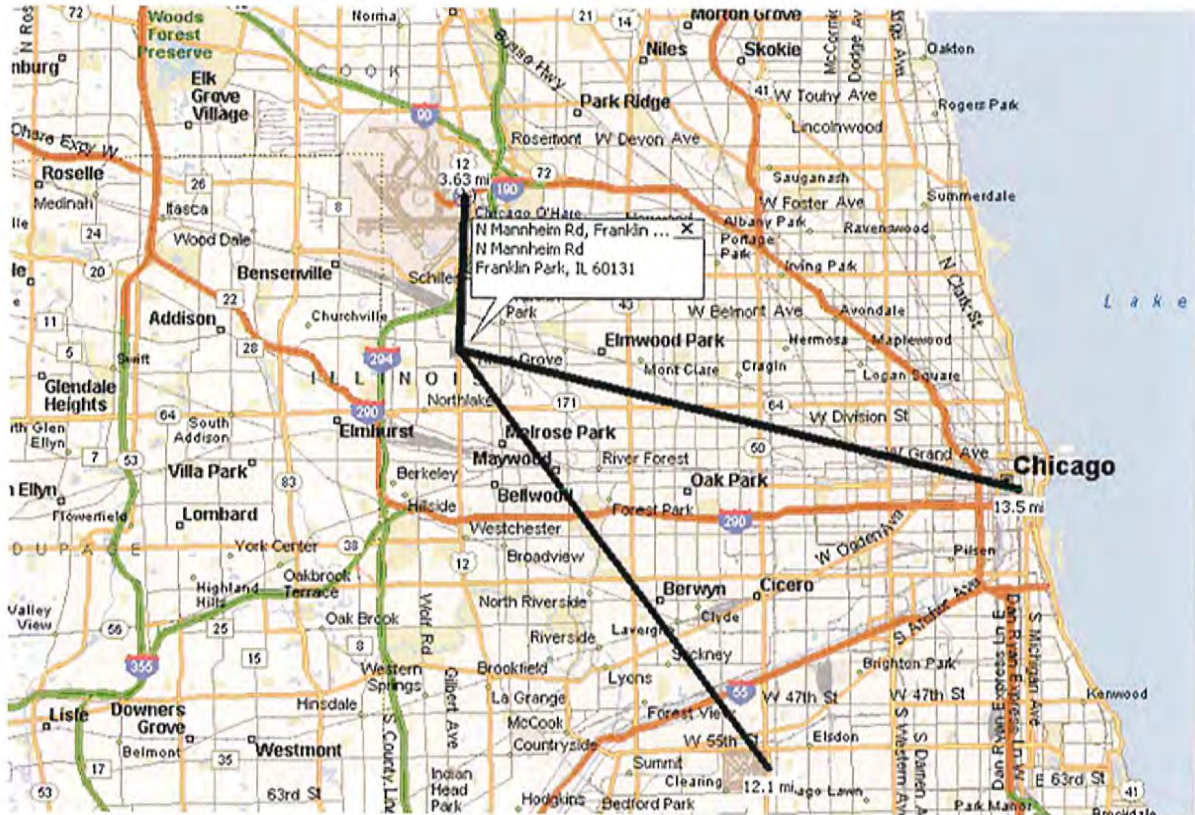
The intended use is to establish market value to be used in determining a fair selling price. This appraisal is intended for the use of our client, Mr. Nicholas Walny of the Village of Franklin Park.

SCOPE OF WORK

Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the Assessor's parcel numbers. A Plat of Survey was not provided for this assignment.
Inspection:	An observation of the subject property has been made, and photographs taken.
Market Area and Analysis of Market Conditions:	An analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.
Highest and Best Use Analysis:	An as vacant highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.
Type of Values:	Market Value
<u>Valuation Analyses</u>	
Cost Approach:	A cost approach was not applied as the subject is vacant land and this Approach was not applicable.
Sales Comparison Approach:	A sales comparison approach was developed as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.
Income Capitalization Approach:	An income capitalization approach was not developed as the subject is a vacant land parcel not generating any income. There is not a demonstrable rental market for commercial zoned sites in the area and therefore, this approach was not applicable and has not been developed for this appraisal.
Hypothetical Conditions:	There are no hypothetical conditions for this appraisal.
Extraordinary Assumptions:	There are no extraordinary assumptions for this appraisal.

MARKET AREA ANALYSIS

Location Map – Metro Area



The subject is located in the Village of Franklin Park, approximately 14 miles northwest of the Loop, 1.5 miles south of the southern boundary of O'Hare Airport, and 12 miles northwest of Midway Airport.

Market Area Location

The subject is located in the Village of Franklin Park, approximately 14 miles northwest of the Loop, four miles south of O’Hare Airport, and 12 miles northwest of Midway Airport. The major employers in the Chicago market area are as follows:

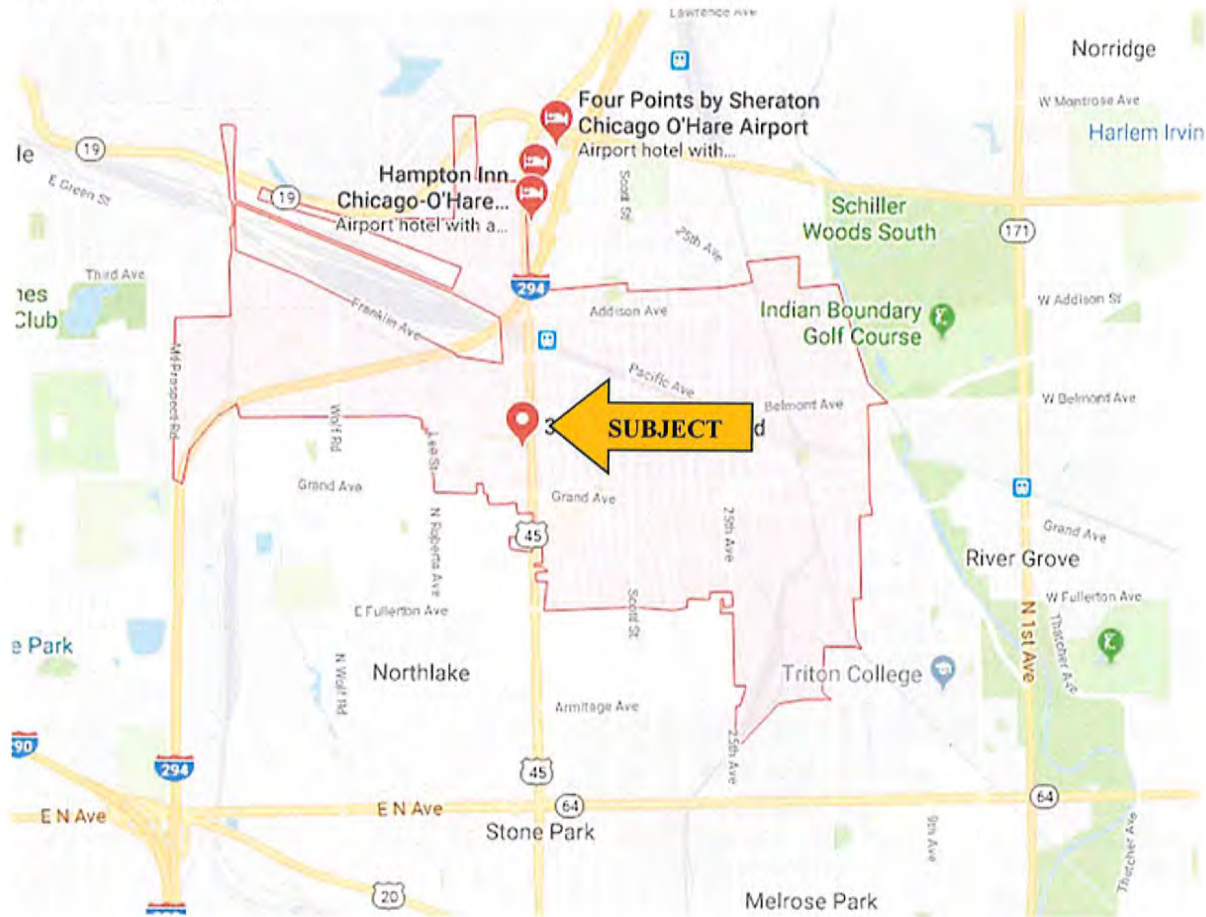
CHICAGO AREA MAJOR EMPLOYERS 2020

	Top Employers – Chicago	Local Employees
1.	U.S. Government	52,357
2.	Chicago Public Schools	38,637
3.	City of Chicago	30,928
4.	Advocate Aurora Health	26,335
5.	Cook County	22,074
6.	Northwestern Memorial Healthcare	21,999
7.	University of Chicago	18,732
8.	Walmart Inc.	16,711
9.	Amazon.com Inc.	16,610
10.	Amita Health	14,282

Source: Crain’s Chicago Business

The nation’s unemployment rate as of November 2023 was 3.7%, according to the Bureau of Labor Statistics. The Illinois unemployment rate as of November 2023 was 4.7%, and the Chicago metro area rate was 4.4%.


Community Map



The subject is located within the Village of Franklin Park, IL, less than one mile south of the “Mannheim” station along the Metra Rail’s Milwaukee District West Line. The subject has proximate expressway access just over one mile north to I-294. Bus routes run in proximity to the subject along Mannheim Road and Grand Avenue. The southern boundary of O’Hare Airport is approximately 1.5 miles north of the subject.

Population Trends

The following chart details household income and population within one-mile, three-mile, and five-mile radii of the subject property:



Demographic and Income Comparison Profile			
3010N Mannheim Rd, Franklin Park, Illinois, 60131			
Rings: 1, 3, 5 mile radii			
	1 mile	3 miles	5 miles
Census 2020 Summary			
Population	18,260	102,300	364,373
Households	5,812	35,305	130,341
Average Household Size	3.14	2.87	2.76
2023 Summary			
Population	18,003	99,826	357,999
Households	5,757	34,952	129,420
Families	4,236	24,064	88,150
Average Household Size	3.12	2.83	2.73
Owner Occupied Housing Units	4,425	23,600	91,937
Renter Occupied Housing Units	1,332	11,352	37,483
Median Age	36.8	37.2	39.5
Median Household Income	\$71,497	\$66,859	\$76,900
Average Household Income	\$88,327	\$86,611	\$108,260
2028 Summary			
Population	17,648	97,332	349,925
Households	5,724	34,591	128,316
Families	4,207	23,810	87,373
Average Household Size	3.08	2.79	2.69
Owner Occupied Housing Units	4,421	23,752	92,452
Renter Occupied Housing Units	1,303	10,839	35,863
Median Age	38.3	38.6	40.6
Median Household Income	\$78,733	\$75,727	\$84,996
Average Household Income	\$99,530	\$96,680	\$122,872
Trends: 2023-2028 Annual Rate			
Population	-0.40%	-0.51%	-0.46%
Households	-0.11%	-0.21%	-0.17%
Families	-0.14%	-0.21%	-0.18%
Owner Households	0.02%	0.12%	0.11%
Median Household Income	1.95%	2.52%	2.02%

The populations within each of the radii cited above are expected to decline modestly between 2023 and 2028 which is consistent with many Chicago suburbs. This population trend is typical of a market in the stabilization phase of the neighborhood life cycle.

Household Income

2023 median household income within a one-mile radius of the subject property was \$71,497 while household incomes were \$66,859 and \$76,900 for the three-mile and five-mile radii, respectively. The median income in the subject's area is below the median for the Metro Area as a whole which was estimated at \$82,900 as of 2022 by the US Census Bureau. Median household incomes within each of the aforementioned rings of the subject are expected to increase by between 1.95% to 2.52% per year through 2028.

Housing Trends

For-Sale Housing

The subject property is located in the Village of Franklin Park. The housing stock consists primarily of single-family detached housing units, with limited sales of attached and 2-4 unit properties. Median selling prices over the last three years for these housing types in the subject's market area follow.

MLS 131: FRANKLIN PARK								
Property Type	1/1/2021 - 12/31/2021		1/1/2022 - 12/31/2022		1/1/2023 - 12/31/2023		% Change	
	# Units	Med. Price	# Units	Med. Price	# Units	Med. Price	Prior Year	Most Recent Yr.
Detached	202	\$274,950	162	\$280,000	137	\$300,000	1.8%	7.1%
Attached	19	\$195,000	12	\$190,750	15	\$200,000	-2.2%	4.8%
2-4 Unit	7	\$385,000	6	\$392,500	3	\$380,000	1.9%	-3.2%

Median sale prices for detached properties, which make up the majority of the market area, have increased year-over-year for the past two years on declining volume. The median price for an attached housing unit increased in 2023 after a decline in 2022. Overall the median price in 2023 exceeds the median in 2021. The median price for two-to-four unit residential properties was down this past year after having increased in the previous year, however, volume is insufficient to determine trends. Sales volume for detached housing has declined significantly in the past two years due to higher interest rates. The median sale price for detached properties in the subject area is slightly below the median for the Chicago Metro Area as a whole, which was \$310,500 as of year-end 2022. Overall, this area's for-sale residential market is appreciating, but on lower volume. As interest rates remain elevated, volume is expected to remain low. However, the Fed has signaled that the rate hike cycle is most likely over and rate cuts may occur later this year, which would result in an increase in sales volume.

Retail Market

The subject site has commercial zoning and was recently under contract to a developer that planned a strip center. We have considered data from CoStar pertaining to the retail market within a two-mile radius of the subject. According to CoStar, the local retail vacancy rate has fluctuated between 1.5% and 5.2% in the last five years and currently stands at 3.9%. Our tour of the area indicated slightly higher retail vacancy, including the aforementioned CVS, a couple of free-standing restaurant vacancies and vacancies in area retail centers. CoStar projects that vacancy will remain near the current level in the coming years. Further, they report that the average asking retail rental rate has been trending upward in the past five years though at a lower rate in the past year. The current average asking rental rate is \$17.25 psf. It is projected to continue to trend upwards slightly in the coming years.



Although income and occupancy fundamentals are strong for the retail market, sales volume is down sharply and cap rates are higher due to the substantial increase in interest rates over the past two years. This has outweighed the benefit of rising rents and low vacancy in most instances. Also, construction levels are down due to tightened credit and higher financing costs.

Market Area Summary

The market conditions in which a property exists will change over the life of an asset. Generally a neighborhood passes through four stages, briefly described as follows:

- Growth, during which time the neighborhood is establishing and gaining public favor and acceptance.
- Stability, which is a static period evidenced by a lack of available land for continued new development.
- Decline, during which time shifting neighborhood use patterns result in a secondary location.
- Redevelopment, which results in a removal of or renovation of outdated improvements and construction of more modern improvements.

Overall, the subject's location on Mannheim Road in Franklin Park indicates positive demographic trends and a for-sale housing market trending upward, though on lower sales volume. The local retail market has good fundamentals, including rising rents and stable occupancy, however, higher interest rates have resulted in higher cap rates and tightened credit. This has resulted in lower transaction volume and construction levels. The Fed has signaled that interest rate cuts are likely in 2024, which should ease credit conditions and increase transaction volume. Locally, the subject had been in a TIF district which expired in 2022 making the site less appealing for potential new development. Due to the preceding, the subject's location remains in the growth/stabilization phase of the market life cycle.

Property Description

Site

SITE	
Location:	The subject property is a vacant, dual corner site located on the west side of Mannheim Road between Center Avenue (SWC) and Schiller Boulevard (NWC) in the Village of Franklin Park, IL.
Current Use of the Property:	Vacant land

Land Summary					
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Sq Ft)	Topography	Shape
12-29-212-002, -003, -008, -009, -013	1.30	56,480	56,480	Slopes up slightly to the west	Rectangular

Site Size: Total: 1.30 acres; 56,480 square feet

Usable: 1.30 acres; 56,480 square feet
The entire subject site is usable.

Shape: Rectangular

Frontage/Access: The subject property has above average access with frontage as follows:

- Mannheim Road : 200.00 feet
- Center Avenue: 282.31 feet
- Schiller Blvd: 282.49 feet

The site has an average depth of 282.40 feet. It is a corner lot. According to IDOT, the average daily traffic count along Mannheim Road is 27,100 vehicles per day.

Visibility: Unobstructed

Topography: The subject has mostly level topography but slopes up slightly to the west at the rear of the site. Overall, the site slopes modestly downward to the southeast. There are no known areas of wetlands or floodplain.

Soil Conditions: Based on the previous use of the site as a motel property, the soil conditions at the subject appear to be typical of the region and adequate to support development.

Utilities: Electricity: The site is served by public electricity.
Sewer: City sewer
Water: City water

Natural Gas: Nicor or People's Gas
Underground Utilities: The site is serviced by underground utilities, aside from electric which is overhead on poles.
Adequacy: The subject's utilities are typical and adequate for the market area.

- Site Improvements:
- Overhead Street Lights
 - Concrete Sidewalk
 - Concrete Curb and Gutter

Flood Zone: The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA zone X, which is not classified as a special flood hazard area.

FEMA Map Number: 17031C0386J
FEMA Map Date: August 19, 2008

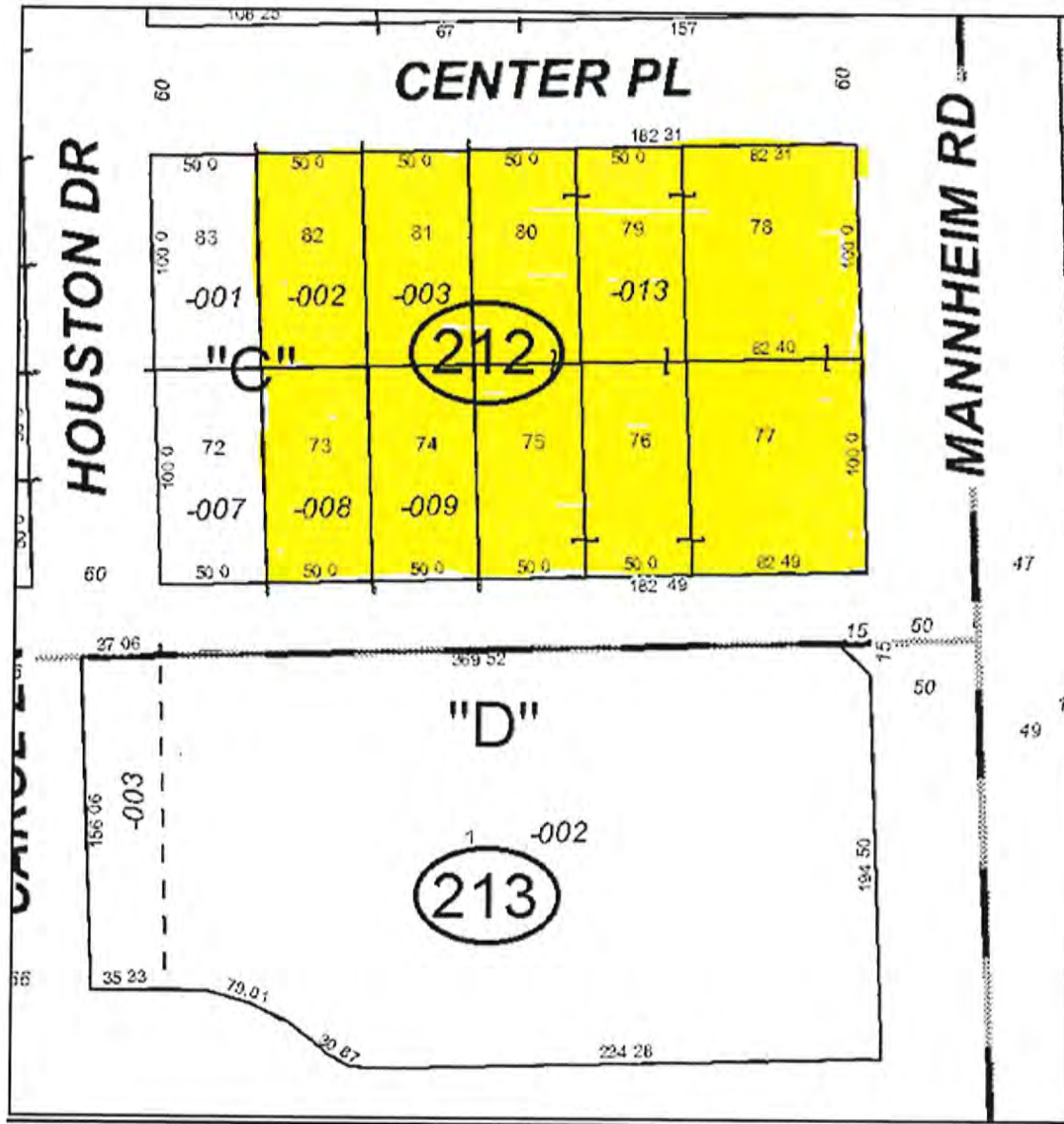
The subject is not in a special flood hazard area.

Environmental Issues: According to a Phase I ESA, there are no known adverse environmental conditions on the subject site. Please reference the Limiting Conditions and Assumptions.

Encumbrance / Easements: There are no known adverse encumbrances or easements. Please reference Limiting Conditions and Assumptions.

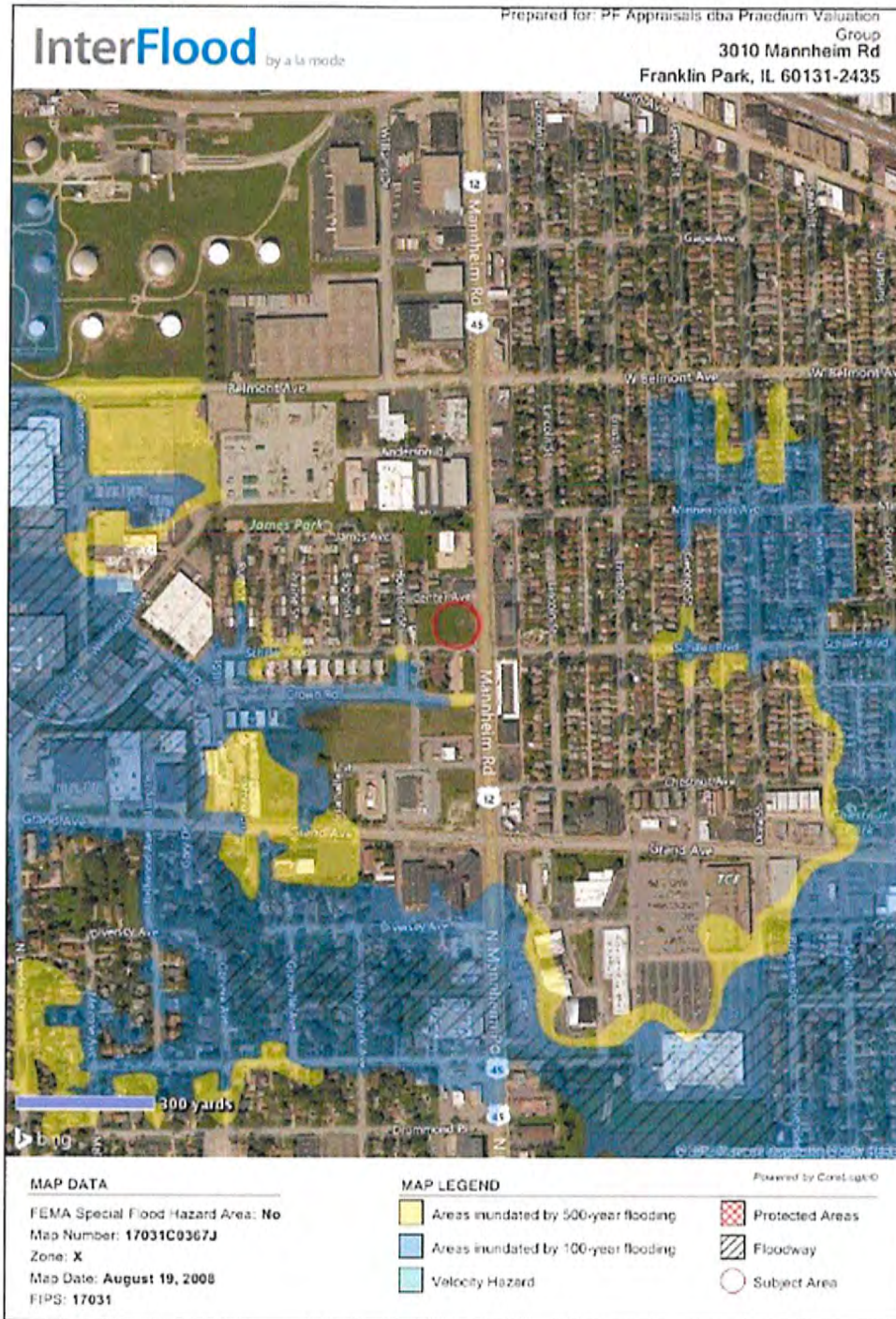
Surrounding Improvements: Hotel across Mannheim Road to the east; medspa to the south; auto related to the north (Ziebart and Auto Zone); low-rise multifamily to the west

Site Comments: The subject is a 56,480 sf, rectangular, commercial-zoned, dual corner site located along a primary arterial road. The site has two curb cuts along Mannheim Road which would provide good access, however, they have been blocked by concrete barricades.



Subject highlighted above

Flood Map



Wetlands Map



Based on a review of the National Wetlands Inventory Maps on the US Fish and Wildlife Service website, the subject site does not contain any mapped wetlands. These are preliminary maps based on dated aerial imagery, and are not a final determination. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

ASSESSMENT AND TAXES

Taxing Authority: Cook County

Assessment Year: 2023

Tax Identification: 12-29-212-002, -003, -008, -009 and -013

ASSESSED VALUE

Real estate in Cook County is reassessed every three years. Taxes are payable in arrears in two installments. The first installment is an estimated bill based on the prior year's tax rate and assessed value. The second installment is then adjusted to reflect changes in assessed valuation or tax rates for that year. Taxes for 2023 will be payable in 2024.

The subject property is owned by the Village of Franklin Park and is therefore tax exempt.

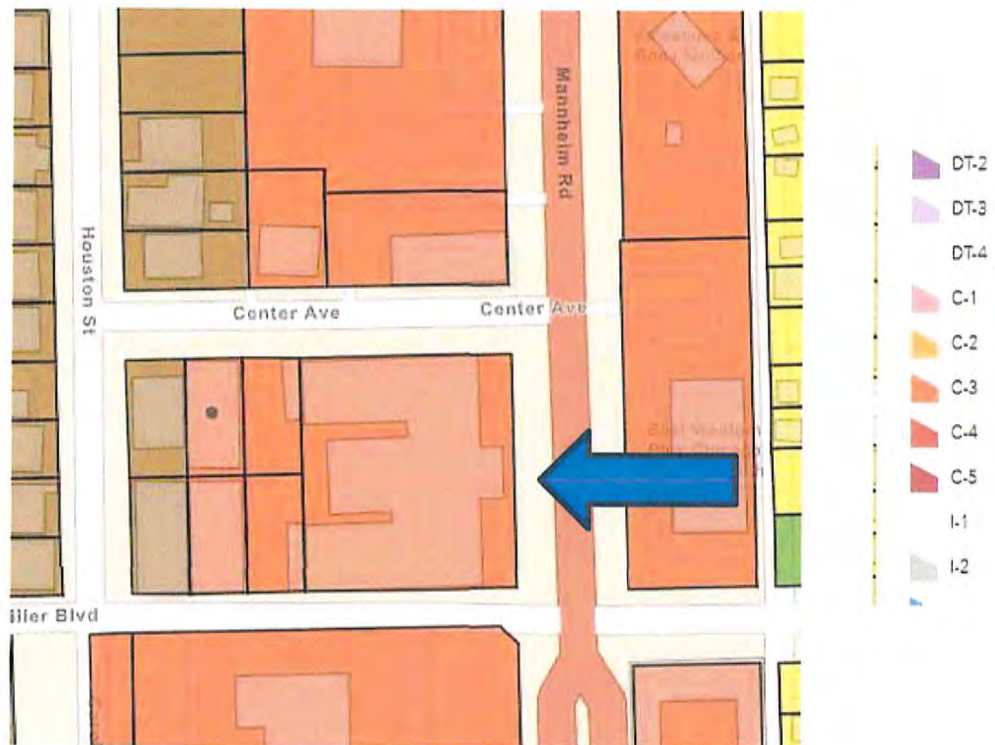
The local property tax rate is 11.832%, which is above average when compared to all other Cook County municipalities, but similar to or lower than rates in some surrounding suburbs (Stone Park, Northlake, Melrose Park, Schiller Park). Also, the effective property tax rate in Franklin Park and surrounding Cook County communities is much higher than the effective tax rates in nearby communities in DuPage County, a couple of miles west of the subject, which puts the Cook County municipalities at a disadvantage in attracting new businesses. TIF districts, enterprise zones and tax incentive classes are some of the available tools to attract new business despite the real estate tax disadvantage.

ZONING

The subject is zoned C-3, General Commercial District by the Village of Franklin Park.

Zoning District:	C-3 General Commercial District	
Purpose:	“...to accommodate those commercial activities which may be incompatible with the predominantly retail uses permitted in other business districts.”	
Permitted Uses:	<u>Public/Civic:</u>	Conditional only
	<u>Commercial:</u>	Auto service stations and sales, medical clinics, recording studios, wholesale establishments, electrical showrooms, etc.
	<u>Residential:</u>	Hotel / motel (conditional), and watchmen’s quarters only
	<u>Conditional:</u>	Hospitals, hotels, car washes, printing and publishing, schools, theaters, etc.
Minimum Lot Size:	3,000 <i>sf</i>	
Max. Bldg. Height:	45 feet	
Yard Req.:	<u>Front:</u>	25 ft
	<u>Side:</u>	25 ft
	<u>Rear:</u>	20 ft
Maximum Floor-Area-Ratio (FAR):	3.5:1	
Parking Requirements:	Varies by use. See full Ordinance for complete listing.	
Source: Village of Franklin Park Zoning Ordinance		

ZONING MAP



The subject is zoned C-3, General Commercial District by the Village of Franklin Park.

Note: The subject is indicated by the blue arrow above

HIGHEST AND BEST USE

Land is appraised as if vacant and available for development to its Highest and Best Use, and the appraisal of improvements is based on their actual contribution to the site.

Highest and Best Use may be defined as:

The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

Highest and Best Use – “As If Vacant”

1. **Legally Permissible:** Private restrictions, zoning, building codes and other regulations establish use that are legally permitted. As indicated in the zoning section of this report, the subject is zoned C-3. The current zoning allows for a variety of commercial uses. Residential units are not allowed other than hotel / motel rooms (as a conditional use) and watchmen’s quarters. There are no known deed restrictions preventing development of the site in accordance with the existing C-3 zoning requirements.
2. **Physically Possible:** Factors such as the size, shape, terrain, accessibility of land and the risk of natural disasters such as floods or earthquakes affect the use to which vacant land can be used. In the case of the subject, the site is adequate in terms of size, frontage, terrain and depth to accommodate most types of developments permitted by the subject’s C-3 zoning.
3. **Financially Feasible:** Based on surrounding land uses and zoning, commercial development is the probable use. The majority of the surrounding uses along Mannheim Road are single-story commercial buildings, though there are also some light industrial and a couple of hotel / motel properties. Our review of the area indicated that there is a limited amount of vacant land inventory in the area. Although retail rental rates have been increasing and vacancy is near a frictional level, due to higher construction costs and interest rates, most developers are holding off on speculative commercial construction at this time. Therefore, financially feasible uses include a commercial build-to-suit or to hold for future development.
4. **Maximally Productive:** Of the financially feasible uses, the one creating the highest present land value is the most profitable use of the site as if vacant. Under current economic conditions, the most probable use would be a build-to-suit retail development.
5. The most probable buyer of the subject would be an investor or developer for land development purposes.
6. In conclusion, the Highest and Best Use of the site, as if vacant and ready for development, is: For a build-to-suit commercial development in accordance with existing zoning.

Highest and Best Use – “As Improved”

The subject property is a vacant site. Therefore, a Highest & Best Use 'as improved' analysis is not applicable.

VALUATION METHODOLOGY

Three basic Approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Capitalization Approach
3. The Sales Comparison Approach

Cost Approach

The Cost Approach is based on the principle that a prudent buyer would not pay more for a property than the cost of obtaining a similar site and having similar improvements constructed on the site. The land and the improvements are separately valued. The land is valued based on sales of comparable sites, adjusting their sale prices for differences indicated by the market. The replacement cost new of the improvements is estimated, and then adjusted for depreciation. The depreciated value of the improvements is then added to the value of the land to arrive at an estimate of value for the subject by the Cost Approach. The Cost Approach is summarized as follows:

$$\begin{array}{r} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Land Value} \\ = \text{Value} \end{array}$$

Sales Comparison Approach

The Sales Comparison Approach is based on the principle that a prudent buyer would not pay more to purchase a property than it would cost to purchase a similar alternative property. The first step in this Approach is to collect sale prices (or asking prices) for properties that are comparable to the subject. These sales are then analyzed using common units of comparison, such as price per square foot, price per dwelling unit, or price per acre, depending on the property type. The unit prices that are derived are then adjusted for differences between the comparable sales and the subject. An adjusted unit price is applied to the subject, resulting in an estimate of value by the Sales Comparison Approach.

Income Capitalization Approach

The Income Capitalization Approach is based on the principle that a prudent buyer will pay no more for an income-producing property than the value of the projected income capitalized (or discounted) to a current lump-sum value at a given rate of return. This Approach forecasts a gross income for the subject, which is reduced to a net income by deducting a vacancy allowance and reasonable expenses. The net income is then capitalized (or discounted) based on a rate that is required in the market, taking into account the perceived risks and benefits that would apply to owning the subject property. The capitalization process results in an estimate of value by the Income Capitalization Approach.

Final Reconciliation

The appraisal process concludes with the final reconciliation of the values derived from the Approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one Approach over the others.

Analyses Applied

A **cost analysis** was considered and was not developed because the subject is vacant land and this Approach was not applicable.

A **sales comparison analysis** was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An **income analysis** was considered and was not developed because the subject is a vacant land parcel not generating any income. There is not a demonstrable rental market for commercial zoned sites in the area and therefore, this approach was not applicable and has not been developed for this appraisal.

SALES COMPARISON APPROACH

Land Valuation

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

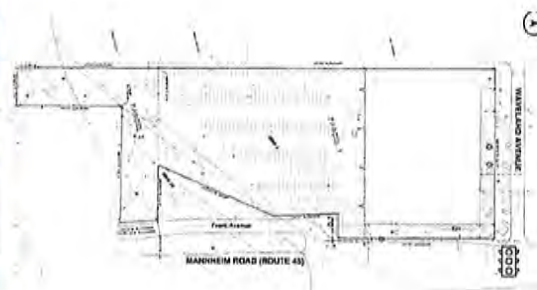
Land Comparables

We have researched several land sales for this analysis, and the following five were most relevant for this appraisal. The comparables are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction and/or by public record. The following data is considered the most pertinent available.

Comparable Sales Summary Table

Comp	Address City	Date Price	Land SF Price Per Land SF	Zoning Road Frontage
Subject	3010 N Mannheim Road	N/A	56,480	C-3
	Franklin Park	N/A	N/A	Dual Corner
1	3700 N Mannheim Road	2/11/2022	269,645	C-3
	Franklin Park	\$1,060,000	\$3.93	Signalized corner
2	800 N River Rd	10/18/2022	28,837	B-4, Corridor Commercial
	Mount Prospect	\$295,000	\$10.23	Sig., Corner, T-intersectn.
3	2506-2516 N Mannheim Rd.	12/22/2022	88,019	C-4, Cook County
	Franklin Park	\$1,025,000	\$11.65	Corner
4	Lot C Franklin Marketplace	11/29/2022	120,226	C-3
	Franklin Park	\$862,861	\$7.18	Corner within subdiv.
5	800 W Irving Park Rd.	12/1/2021	72,300	C-2
	Bensenville	\$1,100,000	\$15.21	Corner

Land Comparable 1



Transaction

ID	10062	Date	2/11/2022
Address	3700 N Mannheim Road	Price	\$1,060,000
City	Franklin Park	Price Per Land SF	\$3.93
State	IL	Financing	Conventional
Tax ID	12-20-202-007 & -039	Property Rights	Fee Simple
Grantor	3700 Mannheim Arena	Days on Market	--
Grantee	Quicktrip Corp.	Verification	Broker, CoStar, Deed
Book/Page or Reference	2204622017	Conditions of Sale	Normal

Site

Acres	6.2	Topography	Primarily level
Land SF	269,645	Zoning	C-3
Road Frontage	Signalized corner	Flood Zone	No
Shape	Irregular - Avg.	Encumbrance or	Overhead tollway &
Utilities	At site	Environmental Issues	None known

Comments

According to Jack Reardon at NAI Hiffman, broker, this is an irregular-shaped site located at the southwest corner of Mannheim Road and Waveland Avenue, a signalized intersection. It has additional frontage on Front Avenue and Waveland Avenue. The Tri-State Tollway overpass runs above approximately 47,500 sf of the south portion of the property, limiting the use of this area to parking or perhaps storage if approved by the village. The broker reported that the village was very particular as to what they would allow on the site, and prohibited warehouse and distribution uses. This adversely impacted the price. Also, the buyer would be required to complete infrastructure upgrades, including some offsite work. The buyer plans a Quik Trip fueling station and convenience store, which required special use approval. The site has some visibility from I-294, which is elevated in this area.

Land Comparable 2



Transaction

ID	12565	Date	10/18/2022
Address	800 N River Rd	Price	\$295,000
City	Mount Prospect	Price Per Land SF	\$10.23
State	IL	Financing	Conventional
Tax ID	03-25-400-018	Property Rights	Fee Simple
Grantor	JLK Enterprises LLC	Days on Market	119
Grantee	Basit Trading LLC	Verification	CoStar, CCC, Broker
Book/Page or Reference	2229410050	Conditions of Sale	Normal

Site

Acres	0.7	Topography	Level
Land SF	28,837	Zoning	B-4, Corridor Commercial
Road Frontage	Sig., Corner; T-intersectn.	Flood Zone	X
Shape	Rectangular	Encumbrance or	None Known
Utilities	City	Environmental Issues	None Known

Comments

This was the sale of a 28,837 sf parcel that was improved with a car wash at the time of sale. It has been vacant since the sale. The broker was not sure what the buyer planned to do, but he said that the village was open to residential use, even though it is zoned B-4, Corridor Commercial District which does not permit residential. Broker said the property was clean with no environmental issues.

Land Comparable 3



Transaction			
ID	12682	Date	12/22/2022
Address	2506-2516 N Mannheim	Price	\$1,025,000
City	Franklin Park	Price Per Land SF	\$11.65
State	IL	Financing	Cash
Tax ID	12-29-418-010, -011, -021 & -022	Property Rights	Fee Simple
Grantor	Nevada Property LLC	Days on Market	700
Grantee	Leyden Township	Verification	Broker, MLS, CoStar,
Book/Page or Reference	2300625157	Conditions of Sale	Assemblage
Site			
Acres	2.0	Topography	Slight slopes
Land SF	88,019	Zoning	C-4, Cook County
Road Frontage	Corner	Flood Zone	No SFHA
Shape	Rectangular	Encumbrance or	None known
Utilities	At site	Environmental Issues	None per Phase I

Comments

The sale property is a rectangular, corner site located in an unincorporated area of Cook County, but has a Franklin Park mailing address. According to the listing agent, Ben Cocogliato of RCI Realty, former improvements on the site had been demolished at the time of listing.

The site had a clear Phase I environmental. The site had been on the market for nearly two years prior to the contract with an original list of \$1,300,000, which was eventually reduced to \$1,150,000. The buyer was Leyden Township and they also own adjacent land. Their plans are for a senior center on the site. The broker thought that the price was reflective of market value.

Land Comparable 4



Transaction

ID	12690	Date	11/29/2022
Address	Lot C Franklin Marketplace	Price	\$862,861
City	Franklin Park	Price Per Land SF	\$7.18
State	IL	Financing	Conventional
Tax ID	12-29-203-069 to -071	Property Rights	Fee Simple
Grantor	Village of Franklin Park	Days on Market	--
Grantee	WG Hotels LLC / John	Verification	Seller, Appraisal
Book/Page or Reference	2234208087		

Site

Acres	2.8	Topography	Mostly level
Land SF	120,226	Zoning	C-3
Road Frontage	Corner within subdiv.	Flood Zone	Minimal
Shape	Nearly rectangular	Encumbrance or	Village RDA, Subdiv.
Utilities	At site	Environmental Issues	None known

Comments

The sale property is a vacant lot located along the south side of Crown Drive, about 315 feet west of Mannheim Road and 300 feet north of Grand Avenue within Franklin Marketplace, a commercial subdivision. The site is nearly rectangular in shape and has approximately 325 feet of frontage on the south side of Crown Road. Franklin Marketplace has curb cuts on Mannheim Road, Grand Avenue and Crown Road, and there are cross access easements throughout the development. The buyer is currently developing a Wyndham Garden hotel on the site. A small portion of the site along the north lot line is in a special flood hazard area. A new plat was created for the sale site and the new PINs do not yet show on most county sites.

Land Comparable 5



Transaction

ID	12683	Date	12/1/2021
Address	800 W Irving Park Rd.	Price	\$1,100,000
City	Bensenville	Price Per Land SF	\$15.21
State	IL	Financing	Village Funds
Tax ID	03-14-118-001	Property Rights	Fee Simple
Grantor	Mason Grave Realty LLC	Days on Market	--
Grantee	Village of Bensenville	Verification	Buyer, CoStar
Book/Page or Reference	R2022-05331		

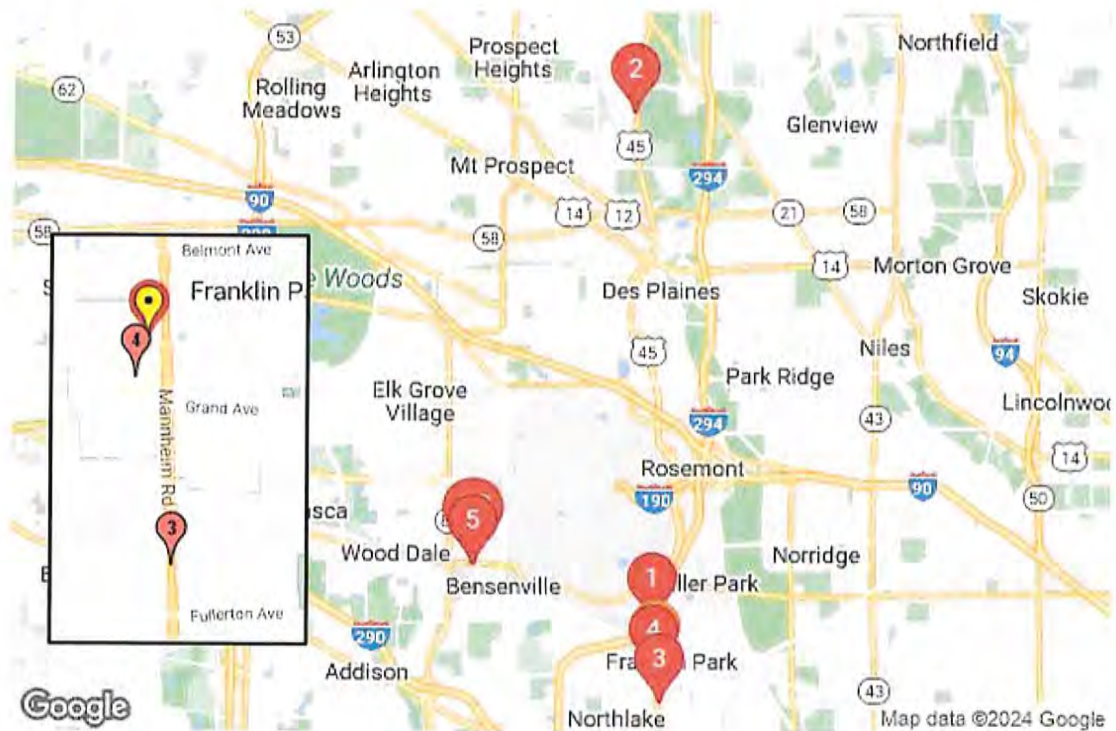
Site

Acres	1.7	Topography	Primarily level
Land SF	72,300	Zoning	C-2
Road Frontage	Corner	Flood Zone	No SFHA
Shape	Rectangular	Encumbrance or	None known
Utilities	At site	Environmental Issues	None known

Comments

According to Kurtis Pozsgay with the Community & Economic Development Department of the Village of Bensenville, the sale property is a rectangular corner site that was improved with an older, vacant banquet hall having approximately 15,488 sf. It was primarily marketed as a redevelopment site and that was the village's intended use. The property was bank owned at the time of sale, but the purchaser indicated that it was widely marketed and they believe the price they paid was near market, but they may have overpaid slightly. They had an end user for a mixed-use development but the deal fell through as interest rates increased substantially. The improvements remain on the land, but the village has since secured a development partner for a mixed-use retail and residential development.

Comparables Map



Analysis Grid

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparables, and the adjustments applied.

Land Analysis Grid	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5		
Address	3010 N Mannheim Road	3700 N Mannheim Road	800 N River Rd	2506-2516 N Mannheim Rd.	Lot C Franklin Marketplace	800 W Irving Park Rd.	
City	Franklin Park	Franklin Park	Mount Prospect	Franklin Park	Franklin Park	Bensenville	
State	Illinois	IL	IL	IL	IL	IL	
Date	1/24/2024	2/11/2022	10/18/2022	12/22/2022	11/29/2022	12/1/2021	
Price	N/A	\$1,060,000	\$295,000	\$1,025,000	\$862,861	\$1,100,000	
Land SF	56,480	269,645	28,837	88,019	120,226	72,300	
Unit Price per SF	N/A	\$3.93	\$10.23	\$11.65	\$7.18	\$15.21	
Transaction Adjustments							
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	Conventional	0.0%	Conventional	0.0%	Cash	0.0%
Conditions of Sale	Typical	Normal	0.0%	Normal	0.0%	Assemblage	-3.0%
						Village owned land	0.0%
						Village redevl.	-3.0%
Expenditures After Sale		\$53,000	\$21,000.00	\$0.00	\$0.00	\$125,000.00	
		5.0%	7.1%	0.0%	14.5%	11.4%	
Adjusted Land SF Unit Price		\$4.13	\$10.96	\$11.30	\$8.22	\$16.49	
Market Trends Through 1/24/2024		-5.0%	-2.0%	-2.0%	-2.0%	-5.0%	
Adjusted Price Per Unit		\$3.92	\$10.74	\$11.07	\$8.05	\$15.66	
Location		Similar	Inferior	Superior	Similar	Similar	
% Adjustment		0.0%	5.0%	-5.0%	0.0%	0.0%	
\$ Adjustment		\$0.00	\$0.54	-\$0.55	\$0.00	\$0.00	
Land SF	56,480	269,645	28,837	88,019	120,226	72,300	
% Adjustment		10.0%	-5.0%	2.0%	5.0%	0.0%	
\$ Adjustment		\$0.39	-\$0.54	\$0.22	\$0.40	\$0.00	
Shape	Rectangular	Irregular - Avg.	Rectangular	Rectangular	Nearly rectangular	Rectangular	
% Adjustment		5.0%	0.0%	0.0%	0.0%	0.0%	
\$ Adjustment		\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	
Zoning	C-3	C-3	B-4, Corridor	C-4, Cook County	C-3	C-2	
% Adjustment		0.0%	-5.0%	0.0%	0.0%	-20.0%	
\$ Adjustment		\$0.00	-\$0.54	\$0.00	\$0.00	-\$3.13	
Site Improvements	Utilities at site	Requires infrastructure & off-site work	Utilities, paved parking	Utilities at site	Pad in shop. Cntr.	Utilities at site	
% Adjustment		20.0%	0.0%	0.0%	-10.0%	0.0%	
\$ Adjustment		\$0.78	\$0.00	\$0.00	-\$0.81	\$0.00	
Road Frontage	Dual corner	Signalized corner	Sig., Corner, T-intersectn.	Corner	Corner within subdiv.	Corner	
% Adjustment		0.0%	3.0%	3.0%	3.0%	3.0%	
\$ Adjustment		\$0.00	\$0.32	\$0.33	\$0.24	\$0.47	
Other	None	Portion under interstate	None	None	None	None	
% Adjustment		15%	0%	0%	0%	0%	
\$ Adjustment		\$0.59	\$0.00	\$0.00	\$0.00	\$0.00	
Adjusted Unit Price		\$5.88	\$10.52	\$11.07	\$7.89	\$13.00	
Net Adjustments		50.0%	-2.0%	0.0%	-2.0%	-17.0%	
Gross Adjustments		50.0%	18.0%	10.0%	18.0%	23.0%	

Comparable Land Sale Adjustments

Property Rights

The subject is valued on a fee simple basis.

It appears that all of the comparables sold on a fee simple basis; therefore, no property rights adjustments are required.

Financing

The availability of financing affects both the supply of real estate and property values. In most cases, the cost and availability of financing have an inverse relationship; high interest rates and other costs usually are accompanied by a decline in the demand for credit. The adjustment for financing considers the differences in financing terms between the subject property and the comparable sales. Adjustments are made for sales financed with terms not readily available to typical buyers.

None of the comparables indicated that unusual financing factors affected the indicated sales prices. The comparable sales are cash, are conventionally financed at market rates, or involved terms equivalent to cash and therefore need no adjustments.

Conditions of Sale

If a comparable sale reflects unusual situations, we make appropriate adjustments for the motivations of the buyer and the seller, or for atypical conditions of sale. Situations requiring adjustment may include 1031 tax exchanges, assemblies, condemnation, sales between related parties and partnership dissolution.

While most sales have varying conditions, usually, they do not result in prices that vary from market. To the best of our knowledge, Comps 1, 2 and 4 did not have any atypical conditions that impacted the price and no adjustments are warranted. Although the broker said that the village would not allow what some potential buyers wanted, he was referring to industrial users and the site is not zoned for that, nor is the subject. An adjustment is not warranted.

Comp 3 was purchased by Leyden Township, an adjacent land owner. They were looking for a suitable site to construct a senior center and this site, in combination with their adjacent land, met the need. Given that they may have been more highly motivated, a downward adjustment is warranted.

Comp 5 was an REO property, but it was widely marketed. The eventual buyer was the village and they were looking to redevelop the vacant banquet hall site and had secured a developer for the project. According to the Community and Economic Development department representative, the REO status did not impact the price but the village may have overpaid because they wanted to control the site and had a developer lined up. The deal with the developer subsequently fell through as interest rates increased. Overall, a downward adjustment is warranted.

Expenditures After Purchase

The subject is vacant land, as were Comps 3 and 4.

Comp 1 was a parking lot and had an old water tower on the site. The pre-construction site work would be more costly than compared to a construction-ready site, though the amount of work is not known. An upward adjustment of 5% is made for this factor.

Comp 2 was improved with a small car wash while Comp 5 was improved with a banquet hall and the improvements will have to be demolished at the buyer's expense. Upward adjustments are made for this factor.

Economic Trends

An adjustment for market conditions may be necessary for sales if price appreciation or depreciation is common in the market, or if other factors such as tax law changes, moratoriums, or fluctuations in supply and demand have influenced values over the time of the sales. Although sometimes called a "time" adjustment, time is not the cause of the adjustment. Values do not change owing to the passage of time; they change along with changing market conditions.

As stated, though the retail market is performing well, sharply higher interest rates paired with elevated construction costs have resulted in a drop in transaction volume and new construction as projects that were feasible at low interest rates are not at the current higher rates. A proposed project on the subject site fell through for this reason and the same is true of Comp 5.

Comps 1 and 5 transacted near the height of the market in late 2021 and Q1 2022 and downward adjustments are warranted. Comps 2, 3 and 4 sold in the 4th quarter of 2022 when rates were higher but the impact on the market was not as pronounced as it currently is. Less significant downward adjustments are warranted. The adjustments consider the positive retail fundamentals along with the impact of higher rates and market uncertainty.

Location

Adjustments may be necessary to reflect the differences in value attributable to a property's location or market area. Although comparable properties in the same market area have similar general locational characteristics, property specific variations may exist. The key locational characteristics we considered include access, visibility, traffic count, tax rate, demographics and surrounding uses.

The subject property is located in Franklin Park on Mannheim Road, which has an average daily traffic count (ADTC) of 27,100 vehicles per day in this area. Surrounding properties on Mannheim Road are primarily commercial along with some light industrial, and there are some national tenants in the area. The site has two curb cuts on Mannheim Road and others on the side streets.

Comp 1 is located on Mannheim Road to the north of the subject. It has a superior traffic count at 40,700 vehicles per day and is also closer to O'Hare and the expressway interchange. Conversely, its visibility is partially obstructed to traffic approaching from the south due to the expressway overpass, and Mannheim becomes elevated at this point as it passes over the railroad tracks. Overall, these factors offset and the two properties are nearly similar in location.

Comp 2 is located on the corner of River Road and Kensington Avenue in Mt. Prospect. The total traffic count at 23,000 vpd is lower, and the east side of River is forest preserve land along the Des Plaines River, resulting in inferior commercial co-tenancy. Many improvements along this stretch of Mannheim are residential. Mt. Prospect has significantly higher home values and

household income levels, but a lower population density. Overall, it is inferior and adjusted upward.

Comp 3 is located 0.6 miles south of the subject on Mannheim Road. It has a Franklin Park mailing address but is in an unincorporated area. The traffic count is higher on this portion of Mannheim Road, and the tax rate is lower at 10.3% (vs. 11.8% for subject). Overall, a slight downward adjustment is warranted.

Comp 4 is located in the Franklin Marketplace, which is a seven-lot commercial subdivision that wraps around the northwest corner of Mannheim Road and Grand Avenue. As such, this sale has superior access from two primary thoroughfares and a secondary street. However, the sale site is set back from both thoroughfares and has inferior visibility, which is partially offset by signage. At the time of sale, subdivision tenants included Chase, Sonic, Jersey Mikes, Chipotle, AT&T and T-Mobile with an adjacent Starbucks. It has superior co-tenancy. Despite the advantages, it is overall similar as it set back 300 feet from a thoroughfare.

Comp 5 is located on Irving Park Road in neighboring Bensenville. The traffic count is slightly higher at 30,700 vehicles per day. The population density is inferior and the median home value is lower than the subject's (within a 1-mile radius) but the household income level is higher. It has an advantage due to its DuPage County location and lower effective property tax rate. Conversely, this portion of Irving Park Road has many residential improvements and commercial tenants are mostly local businesses. It is inferior in this respect. Overall, the two properties are generally similar and not adjusted.

Size

Size adjustments are necessary when there are significant differences in site size. There is usually an inverse relationship between unit value and size, with smaller sites selling at higher prices per square foot of value than larger sites, all else being equal. The subject property contains 56,480 sf of land.

Comps 1, 3 and 4 are larger sites warranting upward adjustments for size. Comp 2 is smaller and adjusted downward, while Comp 5 is generally similar in size and not adjusted,

Shape

The subject site is rectangular in shape. Comp 1 is irregular and is adjusted upward. Comps 2 through 5 are rectangular or nearly rectangular and are not adjusted.

Zoning

Zoning and characteristics of the site may affect how a site can be used and how much of the parcel is buildable. In this instance, the most appropriate unit of adjustment was determined to be the price per square foot.

The subject is zoned C-3, General Commercial District by the Village of Franklin Park, which indicates a maximum FAR of 3.5. Residential units are not permitted as a part of a mixed-use development in the C-3 district.

Comps 1, 3 and 4 are similar in this respect. Comp 2 is zoned B-4 which also does not permit residential as a part of a mixed-use development, but the village was willing to consider such a use. A modest downward adjustment is warranted for this factor.

Comp 5 allows for mixed-use and the planned use is for a four-story building with residential units on the upper levels. There is strong demand for apartment units and they are less risky than retail space. A significant downward adjustment is warranted.

Site Improvements

The subject site was previously improved as a hotel property and has all utilities available at the site lines.

According to the broker, Comp 1 would require infrastructure improvements and off-site work prior to development. The estimated cost was not reported. An upward adjustment is warranted.

Comps 2, 3 and 5 are similar sites that had previously been improved and had all utilities at the lot lines. No adjustments are warranted for these comps.

Comp 4 is a pad-ready site within a commercial subdivision, and has off-site detention. All common area roads were completed and the subdivision signage was erected, and these amenities benefitted the sale property. A downward adjustment is warranted.

Road Frontage / Block Location

The subject is a dual corner lot.

Comp 1 is a signalized corner lot and is generally similar. Comp 2 is a signalized corner lot, but it is at a T-intersection and not a true four-corner intersection. A modest upward adjustment is warranted.

Comps 3 through 5 are single corner lots and are adjusted upward slightly.

Other

Approximately one acre of Comp 1 is located beneath the Tri-State Tollway and is not buildable. It could potentially be used for parking or storage but the Tollway has easements for the right to access this land as needed. There is a small portion south of the part that is beneath the expressway, but it is separated from the north fully usable portion, and has less utility. Overall, a significant upward adjustment is warranted.

Conclusion – Land Valuation

The adjusted unit values of the comparable properties range from \$5.88 to \$13.00 psf; the average is \$9.67 psf. Comps 3 and 4 were given primary consideration in this analysis due to their proximity to the subject and because they are the most recent sales. The adjusted average of Comps 3 and 4 was \$9.48 psf. The subject was recently under contract for \$575,000 or \$10.18 psf, but it fell through due to elevated interest rates which resulted in the proposed project no longer being financially feasible for the contract purchaser. Also, the local TIF expired since then. Therefore, the concluded value is between the average adjusted unit price of Comps 3 and 4 (\$9.48 psf), and the adjusted average of all of the comparables of \$9.57 psf, or say \$9.50 per square foot.

$$56,480 \text{ square feet} \times \$9.50 \text{ psf} = \$536,560 \text{ rounded to } \$540,000$$

Market Value, As Is	
Indicated Value per Square Foot:	\$9.50
Subject Size (SF):	56,480 sf
Indicated Value:	\$536,560
Rounded:	\$540,000
	Five Hundred Forty Thousand Dollars

CERTIFICATION

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Mary Wagner previously appraised the property for the same client in 2018, but otherwise the appraisers have not performed any appraisal work or any other type of work on the subject property in the past three years.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Elizabeth Gulis, MAI has not made a personal inspection of the property that is the subject of this report. Mary Wagner, MAI, has made a personal inspection of the property.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Mary Wagner, MAI, and Elizabeth Gulis, MAI, have completed the continuing education program of the Appraisal Institute.



Mary Wagner, MAI
IL Certified General Real Estate Appraiser
License No. 553-001102
License Expires: September 30, 2025



Elizabeth Gulis, MAI
IL Certified General Real Estate Appraiser
License No. 553.002269
License Expires: September 30, 2025

ADDENDA

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Praedium Valuation Group. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay Praedium Valuation Group's regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Praedium Valuation Group has not made a determination regarding the subject's ADA compliance or non-compliance. Non-compliance could have a negative impact on value; however, this has not been considered or analyzed in this appraisal.

Legal Description

LEGAL DESCRIPTION

LOTS 73 THROUGH 82, BOTH INCLUSIVE, (EXCEPT THAT PART OF LOT 77, CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED AS DOCUMENT 25383996 AND DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 77; THENCE WEST ALONG THE SOUTH LINE OF LOT 77, A DISTANCE OF 15.00 FEET; THENCE NORTHEAST ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF LOT 77, WHICH IS 15.00 FEET NORTH (AS MEASURED ALONG SAID EAST LINE) OF THE SOUTHEAST CORNER OF SAID LOT 77; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING), IN FRANKLIN MANOR, BEING A SUBDIVISION OF THE SOUTH 20 ACRES (EXCEPT THE NORTH 68.00 FEET THEREOF) OF THE NORTH 40 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 3010 North Mannheim Road, Franklin Park, Illinois

PINs: 12-29-212-002-0000
12-29-212-003-0000
12-29-212-008-0000
12-29-212-009-0000
12-29-212-013-0000

Source: Cook County Records

Environmental Phase I Site Assessment Executive Summary

EXECUTIVE SUMMARY

Cook County West Suburban Coalition (the *user*) retained **Weaver Consultants Group North Central, LLC** (WCG) to perform a *Phase I Environmental Site Assessment* (ESA) of the property located at 3010 North Mannheim Road in Franklin Park, Illinois (the Property). WCG performed this Phase I ESA in general compliance with the American Society for Testing Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E 1527-13) in an effort to identify, to the extent feasible, the presence of *recognized environmental conditions* with respect to the Property as defined in ASTM E 1527-13. Limiting conditions, exceptions to, or deletions from this practice are described in **Sections 1.5 and 10.0** of this report.

The Property includes approximately 1.35 acres of unimproved land. The Property is primarily comprised of a soil and grass surface. Sections of concrete driveway aprons onto Mannheim Road are located at the northeast and southeast portion of the Property. These two sections of a concrete driveway previously used for entry and exit from North Mannheim Road are blocked with concrete barricades. Power lines extend along the northern and southern boundaries of the Property. A cable line is marked along the eastern boundary of the Property.

According to our review of historical documents and interview with Mr. John Schneider and Mr. Eric Richard, the *key site managers*, the Property was developed as row-crop farmland by at least 1938, and remained unchanged through at least 1951. Between 1951 and 1955, the Property appeared vacant. Between 1955 and 1962 one building was constructed on the Property. Between 1962 and 1978 the original building on the Property was demolished and it was developed with a hotel, a parking lot and two apartment buildings. The Property remained in this configuration until 2011. The hotel building was occupied by O'Hare Congress Inn from approximately 1969 to 1979, by King's Plaza Hotel from approximately 1979 to 1994, by Grand Regency Inn from approximately 1994 to 1999, and by Super 8 Motel from 2004 to 2011. The hotel was damaged in a fire on August 11, 2011 and the buildings were subsequently demolished between September and November of that year. The Property has been vacant from 2011 to the present day.

On May 9, 2016, WCG representative Ms. Caitlin Keefe visually assessed the Property for *recognized environmental conditions*, including but not limited to, the presence of *hazardous substances, hazardous wastes, petroleum products, other wastes, underground storage tanks*

Weaver Consultants Group North Central, LLC

J:\PROJECTS\1500-2890\1500-COOK COUNTY\130010101-Phase I and II ESA\116 - Phase I ESA\17\WANNHIM IN FRANKLIN PARK - 1010 NORT MANNHIM (1010 N MANNHIM FRANKLIN PARK - PHASE I ESA - FINAL.DOC) 10/18/16

(USTs), aboveground storage tanks (ASTs), polychlorinated biphenyl (PCB)-containing equipment, or other potential Findings for the Property.

WCG also performed a review of commercially available government records in an effort to identify *recognized environmental conditions* in connection with the Property. This records review addressed not only the Property, but also surrounding properties. The records review also included *reasonably ascertainable* historical data, which can be helpful in identifying the past uses of the Property and surrounding areas, as it may relate to the environmental condition of the Property.

Finally, WCG performed *interviews* with various government agencies and other parties with possible knowledge of the Property and surrounding properties in an effort to identify current and past uses of the Property and surrounding areas, as they may relate to the environmental condition of the Property.

ASTM E 1527-13 defines a *recognized environmental condition* as the presence or likely presence of any *hazardous substances or petroleum products* in, on, or at a *property*: (1) due to any *release* to the *environment*; (2) under conditions indicative of a *release* to the *environment*; or (3) under conditions that pose a *material threat* of a future *release* to the *environment*. *De minimis* conditions are not *recognized environmental conditions*.

Based upon the assessments described in this *report*, this Phase I ESA has revealed no evidence of *recognized environmental conditions* in connection with the Property.

This Executive Summary provides a brief overview of the findings of this Phase I ESA. Although the Executive Summary is an integral part of the *report*, it does not substitute for reading the entire *report* or the appended or referenced documents to fully understand the findings and conclusions of this Phase I ESA.

The preceding is a brief summary of a 349 page report.

Appraiser Qualifications

PRÆDIUM VALUATION GROUP

Appraisals • Consulting • Expert Witness

Mary Wagner, MAI

EDUCATION

University of Wisconsin- Madison, WI- 1991

Bachelor of Business Administration, Real Estate & Urban Land Economics

LICENSES, CERTIFICATIONS & AFFILIATIONS

- Illinois Certified General Real Estate Appraiser
- Member, MRED, Midwest Real Estate Data
- Designated Member of the Appraisal Institute (MAI)
- ICAP

APPRAISAL EXPERIENCE

Appraisal and review assignments for all types of real estate and property rights, including but not limited to: multi family residential, development sites, industrial, commercial, mixed-use, and special purpose properties. Industrial properties include factories, warehouses, manufacturing, and distribution facilities. Commercial and special purpose properties include but are not limited to: office buildings, shopping centers, big box retail, single tenant new leases, banks and restaurants.

Clients include financial institutions, appraisal management companies, municipalities, attorneys accountants, non-for-profit organizations, investors, and individuals.

Qualified as an expert witness in federal bankruptcy court, the City of Chicago Zoning Board of Appeals and at municipal hearings.

Currently serve as a Candidate Adviser for the Appraisal Institute (national). Currently serve on the Board of Directors of the Chicago Chapter of the Appraisal Institute and as the Chairperson of the Education Committee.

PROFESSIONAL EXPERIENCE

Prædium Valuation Group, Chicago, IL (2016 - present)
Managing Director, Commercial Valuation

Midwest Appraisal Company, Chicago, IL (1991-2016)
President & Senior Reviewer

PRAEDIUM VALUATION GROUP

Appraisals • Consulting • Expert Witness

ELIZABETH GULIS, MAI

EDUCATION

The University of Michigan—Ann Arbor, MI (1984-1988)
Bachelor of Business Administration

Commercial Appraisal Coursework (Appraisal Institute)

General Appraiser Income Approach I	Statistics, Modeling and Finance
General Appraiser Income Approach II	General Appraiser Market Analysis Highest & Best Use
General Appraiser Sales Comparison Approach	General Report Writing and Case Studies
General Appraiser Site Valuation & Cost Approach	Advanced Market Analysis and Highest & Best Use
Advanced Income Capitalization	Advanced Concepts & Case Studies
Quantitative Analysis	General Appraiser Report Writing & Case Studies

LICENSES, CERTIFICATIONS & AFFILIATIONS

- Illinois Certified General Real Estate Appraiser
- Member, MRED, Midwest Real Estate Data
- Designated Member of the Appraisal Institute (MAI)

APPRAISAL EXPERIENCE

Commercial

Apartment Buildings (5+ Units)	Mixed Use Buildings	Vacant Land
Retail Buildings & Strip Centers	Office Buildings	Retail and Office Condominiums
Industrial Buildings	Parking Garage Buildings	De-Conversions
New Construction	Broken Condominiums	House of Worship
Rent Survey		

Residential

Detached Single Family Houses	Cooperatives	New Construction
Condominiums	Vacant Land	
Small Income (2-4 Units) Properties	Relocation	

PROFESSIONAL EXPERIENCE

Praedium Valuation Group, Chicago, IL (2005 - present)

Senior Commercial Real Estate Appraiser (2012 -present)

- Value Types: Market, Bulk Sale Value, Disposition, Liquidation, As Is, As Complete, As Stabilized, Diminution in Value
- Proficient in WinTotal and Narrative1 software
- Appraisal Review

Certified Residential Real Estate Appraiser (2005-2012)

- Appraised residential real estate specializing in downtown Chicago neighborhoods and high-value properties.

Engagement Letter

**PRAEDIUM
VALUATION GROUP**

Appraisals • Consulting • Expert Witness

January 9, 2024

Mr. Nicholas Walny
Director of Community Development and Planning
Village Of Franklin Park
nwalny@vofp.com

Re: 3010 N Mannheim Rd., Franklin Park

Dear Mr. Walny:

Thank you for the opportunity to present this proposal for appraisal services for the above-referenced property. It is our understanding that this appraisal is required to establish the subject property's current market value for a potential sale. By signing and returning this proposal you authorize Praedium Valuation Group to perform the following scope of work.

Specifications of the Appraisal.

Subject Property:	3010 N Mannheim Road, Franklin Park, IL
Property Type:	Vacant land; commercial development site
Interest to be Valued:	Fee simple
Additional Property to be Valued:	None
Intended Use:	Potential sale / disposition
Intended User:	Village of Franklin Park
Type of Value:	As-is current market value
Date of Value:	Date of Appraiser's inspection, specific date to be stated in the report.
Hypothetical conditions, Special/Extraordinary assumptions:	None anticipated

Anticipated Scope of Work:	<ul style="list-style-type: none"> ▪ Identification of the objective of the assignment. ▪ Identification and analysis of the property and neighborhood. ▪ On-site property observation ▪ Analysis and conclusion of the property's highest and best use ▪ Research and analysis of the history of the property ▪ A comparative analysis of comparable sale properties. ▪ Development of the sales comparison approach to form an opinion of market value for each property. ▪ Preparation of a narrative appraisal report
Report Option and Format:	Appraisal report
Delivery Date:	The turnaround time is 15 to 20 business days from the date this agreement is signed, assuming access to the property is provided in a timely manner
Appraiser's Interest In Subject Property or in Client or Other Involved Parties:	Appraiser has no knowledge of any current or prospective interest in the subject property, or in Client or other parties involved in the transaction to which this appraisal relates.
Prior Services Regarding Subject Property (USPAP Disclosure):	Appraiser previously appraised the subject property in 2018 for the same client. Otherwise, we have not performed any prior services relating to subject properties within the 3-year period preceding the date of this Agreement
Special Conditions:	None
Appraisal Fee:	\$1,800
Payment Terms:	Payment is due in full within 30 days of delivery

Conflicts of Interest

We have conducted a check for conflicts of interest based upon the information that you have provided and have found none. Please call us immediately if you become aware of a conflict or potential conflict that has not been waived.

Waiver of Jury Trial; Choice of Venue

We both agree to waive our legal right to a trial by jury for any dispute, and to instead submit any unresolved dispute, if any, to trial by a federal or state court venued in Chicago, Illinois. We also both agree that the federal or state courts venued in Chicago, Illinois, shall have jurisdiction and exclusive jurisdiction over any such dispute.

Authorizations

Client Authorization

Client: Village of Franklin Park

Date: 1-17-24

Signature: Nicholas A. Wolny

Name: Nicholas A. Wolny

Position: Director of Community Development

Billing Address (email or person/address to whom invoices should be sent):

9500 Belmont Ave.
Franklin Park, IL 60131

Property Contact Name: Nicholas A. Wolny

Property Contact E-Mail: n.wolny@vofp.com

Property Contact Phone: 847-671-8278

Praedium Authorization

Appraiser: Praedium Valuation Group

Signature: Mary Wagner

Name: Mary Wagner

Position: Managing Director

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 2324-VC-__

**AN ORDINANCE AMENDING SECTION 6-6F-8 OF CHAPTER SIX
OF TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN
PARK, COOK COUNTY, ILLINOIS TO ELIMINATE THE HANDICAPPED
RESERVED PARKING SPACE AT 9533 SCHILLER BOULEVARD, UNIT 2N**

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-VC-__

AN ORDINANCE AMENDING SECTION 6-6F-8 OF CHAPTER SIX
OF TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN
PARK, COOK COUNTY, ILLINOIS TO ELIMINATE THE HANDICAPPED
RESERVED PARKING SPACE AT 9533 SCHILLER BOULEVARD, UNIT 2N

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

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

WHEREAS, a reserved parking space designation for handicapped person parking was granted for the property commonly known as 9533 Schiller Boulevard and the reserved parking space is no longer necessary.

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

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

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

Schiller Boulevard 9533, Unit 2N

Section 3. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

Section 5. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-VC- __

**AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO OF TITLE
THREE OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS TO DECREASE THE NUMBER OF CLASS D-2
LIQUOR LICENSES (SHELBY'S: 2735 N. MANNHEIM ROAD)**

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

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

ORDINANCE NUMBER 2324-VC- __

AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO OF TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS TO DECREASE THE NUMBER OF CLASS D-2 LIQUOR LICENSES (SHELBY'S: 2735 N. MANNHEIM ROAD)

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

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

WHEREAS, a Class D-2 liquor license authorizes the sale at retail on the premises specified of beer and wine for consumption on the premises only and permits the operation of video gaming terminals on the premises provided the licensee complies with certain requirements (the "*Class D-2 Liquor License*"); and

WHEREAS, Section 3-2-18 of the Village Code of Franklin Park (the "*Village Code*") provides that any licensee who has ceased to do business or closes the licensed place of business for a period of more than thirty (30) successive days without written permission from the Local Liquor Control Commissioner shall be subject to having its license declared forfeited and lapsed by order of the Local Liquor Control Commissioner; and

WHEREAS, the Village previously issued Stella's – Leyden Shopping Center, LLC d/b/a Shelby's (the "*Shelby's*") a Class D-2 Liquor License, as part of the operation and management of

its business located at 2735 N. Mannheim Road, Franklin Park, Illinois (the “*Licensed Premises*”);
and

WHEREAS, Shelby’s ceased to do business at the Licensed Premises in November 2023;

and

WHEREAS, Shelby’s has been closed and not operational for more than thirty (30) successive days without written permission from the Local Liquor Control Commissioner; and

WHEREAS, the Local Liquor Control Commissioner has declared the Class D-2 Liquor License held by Shelby’s for the Licensed Premises forfeited and lapsed; and

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

WHEREAS, the Corporate Authorities find that it is in the best interest of the health, safety, and welfare of the residents of the Village to amend the Village Code to accurately reflect the number of Class D-2 Liquor Licenses in the Village.

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

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

Section 2. Section 3-2-7 (“*Number of Licenses Issued*”) of Chapter Two (“*Alcoholic Beverages*”) of Title Three (“*Business and License Regulations*”) of the Village Code of Franklin

Park, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-2-7. – Number of licenses issued.

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

...

The total number of class D-2 liquor licenses shall not exceed ~~one (1)~~ zero.

...

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

Section 3. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-VC- __

**AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO
OF TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS TO DECREASE THE
NUMBER OF CLASS B ALCOHOLIC BEVERAGE LICENSES
(LAS ISLAS MARIAS FRANKLIN PARK)**

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-VC- __

**AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO
OF TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS TO DECREASE THE
NUMBER OF CLASS B ALCOHOLIC BEVERAGE LICENSES
(LAS ISLAS MARIAS FRANKLIN PARK)**

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

WHEREAS, a Class B license authorizes the sale at retail on the premises specified of alcoholic liquor for consumption on the premises only without video gaming (the "*Class B Liquor License*"); and

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

WHEREAS, the Village previously issued Sabor AA Mexico Inc d/b/a Las Islas Marias Franklin Park (the "*Las Islas Marias*") a Class B Liquor License as part of the operation and management of its business located at 9700 Franklin Avenue, Franklin Park, Illinois (the "*Licensed Premises*"); and

WHEREAS, Las Islas Marias ceased to do business at the Licensed Premises in mid-February 2024; and

WHEREAS, on February 23, 2024, Las Islas Marias voluntarily surrendered its Class B Liquor License for the Licensed Premises for the 2023-2024 license year to the Local Liquor Control

Commissioner as it is not operational at the Licensed Premises, and is therefore no longer in need of its Class B Liquor License for the Licensed Premises; and

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

WHEREAS, the Corporate Authorities find that it is in the best interest of the health, safety and welfare of the residents of the Village to amend the Village Code of Franklin Park to accurately reflect the number of liquor licenses in the Village.

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

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

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

3-2-7. – Number of licenses issued.

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

...

The total number of class B liquor licenses shall not exceed ~~ten (10)~~ nine (9).

...

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

Section 3. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 2324-VC-__

**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE SIX OF THE VILLAGE
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(HANDICAPPED RESERVED PARKING SPACE FOR 9655 SCHILLER BOULEVARD)**

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-VC-___

**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE SIX OF THE VILLAGE
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(HANDICAPPED RESERVED PARKING SPACE FOR 9655 SCHILLER BOULEVARD)**

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

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

WHEREAS, an application for reserved handicapped parking was submitted to the Village by a resident of 9655 Schiller Boulevard; and

WHEREAS, the police department has reviewed the above referenced application and upon due investigation is recommending approval of said application to the Corporate Authorities.

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

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

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

Section 3. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

Section 5. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-VC-__

**AN ORDINANCE AMENDING CHAPTERS TWO AND THREE OF TITLE THREE
AND CHAPTER ONE OF TITLE ELEVEN OF THE VILLAGE CODE OF THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS REGULATING
THE LICENSING OF ALCOHOLIC LIQUOR AND LICENSE FEES
(CLASS D-2 LICENSE)**

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-VC- __

AN ORDINANCE AMENDING CHAPTER TWO OF TITLE THREE AND
CHAPTER ONE OF TITLE ELEVEN OF THE VILLAGE CODE OF THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS REGULATING THE
LICENSING OF ALCOHOLIC LIQUOR AND LICENSE FEES
(CLASS D-2 LICENSE)

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 IV of the Liquor Control Act of 1934, 235 ILCS 5/4-1, authorizes the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") to determine the number, kind, and classification of licenses for the retail sale of alcoholic liquor; and to establish regulations and restrictions upon the issuance of and operations under local licenses not inconsistent with law as the public good and convenience may require; and

WHEREAS, the Corporate Authorities are charged with the responsibility of regulating the number of liquor licenses that are available for the sale and distribution of alcoholic beverages within the Village; and

WHEREAS, the Corporate Authorities have determined that it is necessary to remove the Class D-2 license from the classifications of licenses for the retail sale of alcoholic liquor as no licensees currently hold a Class D-2 license; and

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

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

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

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

Section 2. The Corporate Authorities find and determine that it is necessary and desirable to amend the Village Code of Franklin Park for the purposes set forth herein and that the adoption of this Ordinance is in the best interests of the Village.

Section 3. Chapter 2 ("*Alcoholic Beverages*") of Title 3 ("*Business and License Regulations*") of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the following stricken language:

Chapter 2. - ALCOHOLIC BEVERAGES

...

3-2-6. - Classification and fees.

- (a) Licenses required by the provisions of this chapter are hereby divided into the following classifications:

...

- b. ~~Class D-2 license. A class D-2 license shall authorize the sale at retail on the premises specified of beer and wine for consumption on the premises only. The class D-2 license shall authorize the sale of beer and wine from six o'clock (6:00) A.M. until eleven o'clock (11:00) P.M., but only between the hours of eight o'clock (8:00) A.M. until eleven o'clock (11:00) P.M. on Sundays. The annual fee for such license shall be as provided in section 11-1-4 of this code~~

per year, payable annually from May 1 of each year, or, at the option of the licensee, in two (2) equal installments, payable on May 1 and November 1 of each year. No license shall be valid unless the annual fee has been paid as required. If a licensee that elects to pay the annual fee in two (2) equal installments fails to pay the second installment by November 2, the licensee shall be assessed a late fee in the amount of ten (10) percent of the amount due for the second installment. Said late fee will be in addition to any fines or penalties ordered for operating without a valid license. This license shall permit the operation of video gaming terminals on the premises provided the licensee has obtained and maintains in good standing any video gaming licenses required and issued by the Illinois Gaming Board in accordance with the provisions of the Illinois Video Gaming Act; has obtained and maintains in good standing a valid video gaming terminal license from the village for each video gaming terminal on the premises in accordance with the provisions of this code; and complies with all of the provisions of this chapter, all of the provisions of article H of chapter 3 of title 3 of this code, the Illinois Video Gaming Act, and all rules, regulations and restrictions imposed by the Illinois Gaming Board. No more than one class D-2 license shall be in full force and effect at any one time.

...

3-2-7. – Number of licenses issued.

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

...

~~The total number of class D-2 liquor licenses shall not exceed zero.~~

...

Section 4. Article H ("*Video Gaming Terminals*") of Chapter 3 ("*Amusements*") of Title 3 ("*Business and License Regulations*") of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the following stricken language:

3-3H-1. - Purpose; definitions.

...

Licensed establishment: Any Class A-1, Class B-1, Class B-2, Class D-1, ~~Class D-2~~, or Class F-1 liquor license retail establishment licensed by the village where alcoholic liquor is drawn, poured, mixed, or otherwise served for consumption on the premises, whether the

establishment operates on a nonprofit or for-profit basis. Licensed establishment does not include a facility operated by an organization licensee, an intertrack wagering licensee, or an intertrack wagering location licensee licensed under the Illinois Horse Racing Act of 1975 or a riverboat licensed under the Illinois Gambling Act, except as provided in the Illinois Gaming Act.

...

3-3H-2. - License required.

- (a) It shall be unlawful for any licensed establishment to install, display, operate or otherwise permit the use and operation of any video gaming terminal without first having obtained a video gaming terminal license from the village. No video gaming terminal license shall be issued to a licensed establishment unless the applicant holds a valid Class A-1, Class B-1, Class B-2, Class D-1, ~~Class D-2~~, or Class F-1 liquor license.
- (b) The applicant shall supply information about the location and operation of such video gaming terminals on a form supplied by the village; shall provide a copy of the applicant's application to the Illinois Gaming Board and a copy of the license issued by the Illinois Gaming Board; a copy of the village Class A-1, Class B-1, Class B-2, Class D-1, ~~Class D-2~~, or Class F-1 liquor license; a copy of the state of Illinois liquor license; and any other such information as the local liquor control commissioner may require; and shall pay the fee each year on or before April 30 in conjunction with the applicant's application for or renewal of a liquor license.

...

Section 5. Section 11-1-4 (“*Schedule C-License Fees for Alcoholic Beverages*”) of Chapter 1 (“*Fees, Rates and Charges*”) of Title 11 (“*Fees*”) of the Village Code of Franklin Park is hereby amended by deleting the following stricken language:

11-1-4. – Schedule C–License fees for alcoholic beverages.

<u>License Classifications</u>	<u>Annual Fee</u>
Class A	\$ 2,700.00
Class A-1	2,700.00
Class B	1,950.00
Class B-1	1,950.00
Class B-2	1,950.00
Class C	2,200.00
Class D	1,600.00

Class D-1	1,600.00
Class D-2	1,600.00
Class E	2,000.00
Class F	200.00
Class F-1	200.00
Class G	25.00 per day
Class G-1	0.00
Class H	550.00
Class I	100.00
Class I-1	100.00
Class J	100.00
Class K	50.00 per day
Class L (BYOB)	500.00

Section 6. This Ordinance, and its parts, are declared to be severable and any section, paragraph, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

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

Section 8. This Ordinance shall be in full force and effect immediately upon its passage to ensure that the sale and distribution of alcoholic beverages along with the classifications and number of licenses are established and enforced to ensure the protection of the health, safety, and welfare of the residents of the Village.

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

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

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

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

ORDINANCE NUMBER 2324-G-__

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

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

WHEREAS, Biundo Landscaping, located at 2123 Brookwood Drive, Elgin, Illinois, is in the business of providing grass cutting service; and

WHEREAS, the Village requires such service as part of its 2024 Grass Cutting Program (the "*Program*"); and

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

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

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

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

authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Biundo Landscaping, located at 2123 Brookwood Drive, Elgin, Illinois 60177 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

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

PRELIMINARY STATEMENTS

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

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

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

C. The Village requires grass cutting services as part of its 2024 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

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

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

SECTION 1. SCOPE OF SERVICES

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

SECTION 2. FEES FOR SERVICE

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

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

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

SECTION 4. RIGHTS OF TERMINATION

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

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

SECTION 7. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor: Biundo Landscaping
2123 Brookwood Drive
Elgin, Illinois 60177
Attn: Tony Biundo

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

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

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

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

SECTION 8. EFFECTIVE DATE

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

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2024.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2024.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2024.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G-__

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

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

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

ORDINANCE NUMBER 2324-G- __

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

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

WHEREAS, Jesse's Lawn Service, located at 9502 Davis Street, Franklin Park, Illinois, is in the business of providing grass cutting service; and

WHEREAS, the Village requires such service as part of its 2024 Grass Cutting Program for Disabled Property Owners (the "*Program*"); and

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

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

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

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

changes or revisions therein contained.

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

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

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

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

WITNESSETH

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

PRELIMINARY STATEMENTS

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

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

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

C. The Village requires grass cutting services as part of its 2024 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

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

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

SECTION 1. SCOPE OF SERVICES

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

SECTION 2. FEES FOR SERVICE

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

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

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

SECTION 4. RIGHTS OF TERMINATION

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

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

SECTION 7. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. EFFECTIVE DATE

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

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2024.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2024.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2024.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G-__

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

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

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

ORDINANCE NUMBER 2324-G- __

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

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

WHEREAS, Panoramic Landscaping LLC, located at 465 N. Prater, Northlake, Illinois, is in the business of providing grass cutting service; and

WHEREAS, the Village requires such service as part of its 2024 Grass Cutting Program (the "*Program*"); and

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

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

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

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

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

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

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

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Panoramic Landscaping LLC, located at 465 N. Prater, Northlake, Illinois 60164 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

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

PRELIMINARY STATEMENTS

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

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

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

C. The Village requires grass cutting services as part of its 2024 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

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

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

SECTION 1. SCOPE OF SERVICES

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

SECTION 2. FEES FOR SERVICE

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

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

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

SECTION 4. RIGHTS OF TERMINATION

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

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

SECTION 7. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor: Panoramic Landscaping LLC
465 N. Prater
Northlake, Illinois 60164
Attn: Juan Gomez

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

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

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

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

SECTION 8. EFFECTIVE DATE

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

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2024.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2024.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2024.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

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

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

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

ORDINANCE NUMBER 2324-G- __

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

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

WHEREAS, Rosemont Landscaping, LLC, located at 3437 Elder Lane, Franklin Park, Illinois, is in the business of providing grass cutting service; and

WHEREAS, the Village requires such service as part of its 2024 Grass Cutting Program for Disabled Property Owners (the "*Program*"); and

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

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

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

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

may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Rosemont Landscaping, LLC, located at 3437 Elder Lane, Franklin Park, Illinois 60131 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

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

PRELIMINARY STATEMENTS

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

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

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

C. The Village requires grass cutting services as part of its 2024 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

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

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

SECTION 1. SCOPE OF SERVICES

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

SECTION 2. FEES FOR SERVICE

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

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

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

SECTION 4. RIGHTS OF TERMINATION

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

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

SECTION 7. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor: Rosemont Landscaping, LLC
3437 Elder Lane
Franklin Park, Illinois 60131

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

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

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

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

SECTION 8. EFFECTIVE DATE

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

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2024.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2024.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2024.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

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

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

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

ORDINANCE NUMBER 2324-G- __

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

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

WHEREAS, Biundo Landscaping, located at 2123 Brookwood Drive, Elgin, Illinois, is in the business of providing grass cutting services; and

WHEREAS, the Village requires such services as part of its 2024 Grass Cutting Enforcement Program (the "*Program*"); and

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

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

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

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

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

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

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

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

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Biundo Landscaping, located at 2123 Brookwood Drive, Elgin, Illinois 60177 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

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

PRELIMINARY STATEMENTS

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

- A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and
- B. The Contractor is in the business of providing grass cutting services; and
- C. The Village requires grass cutting services as part of its 2024 Grass Cutting Enforcement Program of the Village (the "*Program*"); and
- D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

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

SECTION 1. SCOPE OF SERVICES

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

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

SECTION 2. FEES FOR SERVICE

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

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

SECTION 4. RIGHTS OF TERMINATION

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

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

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

SECTION 7. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor: Biundo Landscaping
2123 Brookwood Drive
Elgin, Illinois 60177

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

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

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

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

SECTION 8. EFFECTIVE DATE

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

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2024.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2024.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2024.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

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

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

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

ORDINANCE NUMBER 2324-G- __

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

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

WHEREAS, Thomas Herrera Landscaping Services, Inc., 348 E. Belle Drive, Northlake, Illinois, is in the business of providing grass cutting services; and

WHEREAS, the Village requires such services as part of its 2024 Grass Cutting Enforcement Program (the "*Program*"); and

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

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

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

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

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

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

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

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

W I T N E S S E T H

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

PRELIMINARY STATEMENTS

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

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

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

C. The Village requires grass cutting services as part of its 2024 Grass Cutting Enforcement Program of the Village (the "*Program*"); and

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

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

SECTION 1. SCOPE OF SERVICES

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

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

SECTION 2. FEEES FOR SERVICE

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

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

SECTION 4. RIGHTS OF TERMINATION

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

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

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

SECTION 7. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Village:

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

If to Contractor:

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

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

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

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

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

SECTION 8. EFFECTIVE DATE

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

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2024.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2024.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2024.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G-__

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

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

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

ORDINANCE NUMBER 2324-G-__

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

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

WHEREAS, Jesse's Lawn Service, located at 9502 Davis Street, Franklin Park, Illinois, is in the business of providing grass cutting services; and

WHEREAS, the Village requires such services as part of its 2024 Grass Cutting Enforcement Program (the "*Program*"); and

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

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

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

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

hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the 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, employees, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

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

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

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

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

WITNESSETH

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

PRELIMINARY STATEMENTS

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

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

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

C. The Village requires grass cutting services as part of its 2024 Grass Cutting Enforcement Program of the Village (the "*Program*"); and

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

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

SECTION 1. SCOPE OF SERVICES

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

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

SECTION 2. FEES FOR SERVICE

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

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

SECTION 4. RIGHTS OF TERMINATION

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

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

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

SECTION 7. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Village:

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

If to Contractor:

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

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

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

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

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

SECTION 8. EFFECTIVE DATE

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

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2024.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2024.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2024.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS RESTRICTING CAR SHOWS AND SIMILAR AUTOMOBILE OUTDOOR
EVENTS TO ENSURE THE HEALTH, SAFETY AND WELFARE OF RESIDENTS
AND VISITORS TO THE VILLAGE OF FRANKLIN PARK**

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 RESTRICTING CAR SHOWS AND SIMILAR AUTOMOBILE OUTDOOR
EVENTS TO ENSURE THE HEALTH, SAFETY AND WELFARE OF RESIDENTS
AND VISITORS TO THE VILLAGE OF FRANKLIN PARK**

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

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

WHEREAS, the Corporate Authorities have the authority to adopt ordinances to promulgate rules, regulations or policies pertaining to its government and affairs; and

WHEREAS, the Corporate Authorities find that it is reasonable and necessary and have the authority to define, prevent, and abate nuisances within the corporate boundaries of the Village; and

WHEREAS, the Corporate Authorities are authorized to do all acts and make all regulations which may be necessary or expedient for the promotion of health and safety of its residents; and

WHEREAS, the Corporate Authorities have the power to promulgate regulations to prevent crime; and

WHEREAS, the Corporate Authorities find and declare that the proliferation of multiple car shows and such similar automobile outdoor events in the Village is potentially hazardous to

pedestrian and vehicular traffic, and detrimental to public health and therefore a public nuisance;
and

WHEREAS, the Corporate Authorities find that it is in the best interest of the health, safety, and welfare of the residents of the Village to restrict car shows and such similar automobile outdoor events in the Village; and

WHEREAS, the Corporate Authorities have carefully considered the provisions of the proposed regulations and restrictions and the impact such recommendations would have on individual properties and the community as a whole and have determined that the benefits provided by these changes will outweigh any potential adverse impacts and therefore will be in the best interest of the Village; and

WHEREAS, the Corporate Authorities have determined that the importance of and need for restrictions and regulations of car shows and similar automobile outdoor events is essential to protect and promote the public health, safety, and welfare of the residents of the Village; and

WHEREAS, the Corporate Authorities find that the economic stability of the Village is dependent upon regulations to ensure that an excessive number of car shows and such similar automobile outdoor events do not drain the limited public safety financial resources of the Village, jeopardize the health, safety, and welfare of residents or visitors to the Village or burden the ability of personnel of Village emergency service departments to adequately protect and serve the residents and visitors throughout the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village, its employees, its residents, its property owners, and visitors to establish restrictions on car shows and similar automobile outdoor events within the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the health, safety, and welfare of the residents of the Village to establish the restrictions and regulations herein specified to ensure necessary Village services and programs are prepared ahead of time.

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 by the Corporate Authorities and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety in this Section 1.

Section 2. That the Corporate Authorities find and declare that the regulations and requirements herein established are to protect and ensure the health, safety, and welfare of the residents of the Village and are undertaken in accordance with and pursuant to the exercise of the Village's police powers and are further herein established and required to protect and ensure the health, safety and welfare of residents and visitors to the Village and are found to be essential for the stability and security of the Village, its employees, its residents, and its property owners.

Section 3. The purpose of this Ordinance is to approve and adopt regulations prohibiting the proliferation of car shows and similar automobile outdoor events for the benefit of the Village, its employees, residents, property owners, and visitors to the Village.

Section 4. Car shows and such similar automobile outdoor events in the Village are hereby prohibited unless conducted, sponsored, managed, and held on property owned and operated by a not-for-profit military veteran post in a Downtown Zoning District or by any school district or unit of local government. Application for any such qualifying car shows or similar automobile outdoor events shall be made to the Village at least thirty (30) days prior to such event. Any operator, business owner and property owner of an unauthorized car show or such similar automobile outdoor event in violation of this Ordinance shall be subject to a \$750.00 fine per day.

The restrictions and regulations contained in this Ordinance shall be interpreted as minimum standards and shall be in addition to any other applicable Village ordinance or code requirement. If any restriction or regulation in this Ordinance is found to be in conflict with any other restriction or regulation in the Village Code of Franklin Park, the most restrictive or highest standard shall prevail.

Section 5. The officials, officers, employees, and attorneys of the Village are hereby authorized to take all actions necessary to carry out, give effect to, and enforce this Ordinance, and to take all action reasonably required in conformity therewith.

Section 6. This Ordinance, and its parts, are declared to be severable and any sentence, section, paragraph, sub-paragraph, clause, provision, or portion of this Ordinance is declared unconstitutional, invalid or unenforceable said shall be excluded and deemed inoperative or unenforceable, as though not provided for herein, and shall not affect the validity or enforceability of any other part of this Ordinance, which shall remain unaffected, unimpaired, valid, and in full force and effect. It is hereby declared to be the express legislative intent of the Corporate Authorities that this Ordinance would have been authorized and adopted as if no such unconstitutional, invalid, or unenforceable part was included in this Ordinance.

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

Section 8. This Ordinance is declared to be urgent and necessary for the immediate preservation of public peace, and the health, safety and welfare of the general public and shall, therefore, take effect and be in full force immediately upon its passage and approval by the Village President.

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of March 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK



November 10, 2023

Village of Franklin Park
9500 Belmont Avenue
Franklin Park, IL, 60131
Attn: Andy Smolen

RE: Franklin Park Fire Museum Garage

Dear Mr. Smolen,

F.H. Paschen has visited the project site with Village of Franklin Park and agreed to the following scope of work. We are pleased to present the following scope of work for your review.

Scope of Work

- Demolish and dispose of water damaged drywall and insulation for ceiling and rear wall.
- Furnish and install all new insulation and drywall for ceiling and wall.
- Tape, prepare, prime, and paint ceiling and wall.
- Shot blast and dispose of existing epoxy flooring.
- Furnish and install all new (4) coats of epoxy flooring (primer, double quartz and UV resistant topcoat).
- Demolish and dispose of existing 2-ply modified roof down to wood deck.
- Assess wood deck for water/rot damage.
 - Unit cost for wood deck replacement – \$20.40 per sqft.
- Furnish and install 5.2” of insulation to R-30 achieving building code minimum as required.
- Furnish and install all new 60 mil TPO roof system with accessories as required.
- Furnish and install all new edge guard metal, gutters, and downspouts.

The budgeted cost to furnish and install the above referenced work is **Sixty-Eight Thousand Dollars, \$68,000.00**

Clarifications

- This proposal includes using the Elmwood Park Cooperative Agreement and includes the associated fees.
- This proposal *excludes* any wood deck replacement, unit price for replacement is \$20.40 per sqft.
- This proposal *excludes* permit fees.
- This proposal *excludes* the removal and disposal of any hazardous material.
- This proposal *excludes* any unforeseen conditions that may arise.
- This proposal *excludes* any overtime or premium time, proposal is based on normal work hours.
- This proposal *excludes* any payment and performance bonds.
- This proposal *excludes* any winter conditions.
- This proposal *excludes* sales tax.
- This proposal *excludes* any site restoration.
- This proposal *excludes* any mechanical work.
- This proposal *excludes* natural gas piping.
- This proposal *excludes* any repair, replacement, or re-location of piping underground.



- This proposal *excludes* any furniture movement.
- This proposal includes only the following items described in the above scope.

Please review this information at your earliest possible convenience and advise us as to how you wish to proceed. All required documents will be submitted at your request. If you have any questions or concerns, please do not hesitate to call.

Respectfully,

Dave G. Hunt Jr.

Dave Hunt
Senior Project Manager

Cc: File

VILLAGE OF FRANKLIN PARK

APPLICATION FOR LICENSE TO SELL RAFFLE TICKETS

Date: 02.12.2024

1. Name of Organization: River Grove Lions Club
2. Address: PO Box 15, River Grove, IL. 60171
Street City/State Zip Code
3. Mailing Address (if different from above): _____
4. Address of place or area where raffle tickets are to be sold: _____
Underpass, 9400 Grand Ave, Franklin Park, IL. 60131
5. Check type of organization (attach documentary evidence of good standing)
 Religious Charitable Labor Fraternal Educational Veteran's organization
6. Has organization been in existence continuously for a period in excess of five (5) year? Yes No
7. President of Organization: Jack Ross
Last Name First Name M/I Date of Birth
8. Designate member(s), hereinafter known as "operator(s)" who will be responsible for conduct and operation of the drawing: Schammert, Ron
03.05.1969 Last Name First Name
M/I Date of Birth (if more space is needed, attach additional sheets)
9. List of prizes and aggregate value of each and list maximum retail value: _____
\$500.00, \$500.00, \$1000.00

10. Total aggregate value of all winnings: \$2000.00
11. Total maximum retail value of all winnings: na
12. Time span in which the chances will be sold: Present - March 16, 2024
13. Location(s) at which the chances will be sold: Underpass, 9400 Grand Ave., Franklin Park
14. Method of determining the winner(s) of the raffle: Number Wheel
15. Time, date and location of drawing of winner(s): March 16, 2024 2:00pm to 8:00pm
16. The maximum amount charged for chances for the raffle: \$5.00 - \$10.00

CERTIFICATION

The undersigned attest that the above named organization is organized not-for-profit under the laws of the State of Illinois and has continuously been in existence for five (5) years, proceeding the date of this application, it has maintained a bonafide membership actively engaged in carrying out its objectives. The undersigned further states under penalty of perjury that all statements contained in the foregoing application are true and correct, that all officers, operators, employees of said organization, whether compensated or not, all persons active in or employed by any firm or corporation having a proprietary, equitable, or credit interest in the organization and all persons participating in the management or operation of the raffle are all of good moral character, that none of the aforesaid persons have been convicted of a felony and that none of the aforesaid persons are currently nor have they ever been a professional gambler or gambling promoter.

River Grove Lions Club

Name of organization

Jack Ross

President

Secretary

Ron Schammert

Operator

Operator

Operator

Fully Insured



STANDARD FENCING CO., INC.

PROPOSAL FORM

Guarantees

Commercial • Residential • Chain Link • Wood • Vinyl • Wrought Iron • Custom Gates

2723 N. Harlem Avenue

Phone: (773) 836-4650 Fax (773) 836-4685

Chicago, IL 60707

www.standardfencing.com

stdfence@sbcglobal.net

SOLD TO VIL OF FRANKLIN PK

DATE 2-24-24 2-24-24

ADDRESS _____

ZIP _____

SOURCE NICK

LOCATION DOWNTOWN FRANKLIN AVE

PHONE: H _____

QTY	DESCRIPTION	NET PRICE	EXT. PRICE
200	FEET OF CUSTOM ORNAMENTAL IRON PARKWAY FENCE		
1-1/2'	FEET HIGH WITH 2 1-1/2" X 1/2" PUNCHED CHANNEL RAILS		
1/2"	SQ SOLID PICKETS		
4"	SPACING OR LESS		
2"	SQUARE LINE POSTS WITH BALL CAPS		
2"	SQUARE END AND CORNER POSTS WITH BALL CAPS	<i>UPDATED PRICE</i>	<i>2-24-24</i>
2"	SQUARE GATE POSTS WITH BALL CAPS	<i>TOTAL</i>	<i>\$27,995.00</i>
	STANDARD STYLE - FLAT TOP FLAT BOTTOM		
	POSTS WILL HAVE TABS WITH HOLES TO BOLT UP TO CHANNEL RAIL HOLES		
	FASTENERS TO BE CARRIAGE BOLTS WITH TAMPER RESISTANT NUTS	<i>TAX</i>	
	BUILT IN LARGE SECTIONS WITH CONNECTION EVERY OTHER POST OR SO.	<i>EXEMPT</i>	
	POST SPACING APPROX 7' ON CENTER		
	<i>OPTION: ALL SECTIONS + POSTS TO BE HOT DIPPED GALVANIZED BEFORE POWDER COATING</i>		
	<i>ADD \$850.00</i>		
	ALL MATERIAL TO BE PRIMED AND POWDER COATED BLACK		
	PRICE IS VALID FOR 30 DAYS FROM DATE OF PROPOSAL		

DISCLOSURE STATEMENT

1. Cash Price \$ _____
 2. Less 40% down payment \$ _____
 Unpaid balance of cash price \$ _____

CUSTOMER TO OBTAIN PERMIT

ALL WORK GUARANTEED 3 YRS.
PRICES GOOD FOR 30 DAYS

All wood is Western Red Cedar
Wrought iron is black primed only
30 Day Warranty on all Gates

Notice: See other side for important information

The clauses marked 1 to 9 inclusive, on the reverse side of this Contract, are hereby made a part of this Contract.

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof recovery hereunder by the debtor should not exceed amounts paid by the debtor hereunder.

Notice to the buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the agreement you sign. (3) Under the law, you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the Finance Charge.

This Contract is subject to all of the terms and conditions set forth on the reverse side. By executing this instrument, Buyer agrees to all its terms and conditions and also acknowledges the receipt of a completely filled-in copy prior to execution hereof. Guarantor, if any acknowledges receipt of completed copies of this Contract and the Explanation of Guarantors Obligations.

Executed this _____ day of _____, 20____

SELLER STANDARD FENCING CO., INC.

By _____ Title _____

Guarantor _____

I hereby guarantee the collection of the above described amount upon failure of the seller named herein to collect said amount from the buyer named herein.

Buyer X X

Buyer X SIGN + EMAIL BACK

NO VERBAL AGREEMENTS

White - Original Yellow - Return Copy Pink - Customer Copy

**ASSIGNMENT AND ASSUMPTION OF PROPERTY TAX ASSESSMENT
CLASSIFICATION AGREEMENT FOR 11600 KING STREET,
FRANKLIN PARK, ILLINOIS**

This Assignment and Assumption of the Property Tax Assessment Classification Agreement (“*Assignment*”) is made and entered into this 29th day of February 2024 by and between MILQO Holdings LLC, an Illinois limited liability company (“*Owner*”), 11680 King Street LLC, an Illinois limited liability company (“*Assignee*”) and the Village of Franklin Park, an Illinois municipal corporation (“*Village*”).

WITNESSETH:

WHEREAS, pursuant to a certain real estate sale contract dated January 2, 2024, the Assignee agreed to purchase from the Owner certain real property situated in Cook County, Illinois, as legally described in Exhibit A, a copy of which is attached hereto and made a part hereof (“*Property*”); and

WHEREAS, following the conveyance of the Property by the Owner, the Assignee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by the Owner, the Owner and the Village require that the Assignee agree to comply with all the terms, requirements and obligations set forth in that certain Property Tax Assessment Classification Agreement, dated as of November 22, 2021, by and between the Village and Owner, as amended from time to time (“*Classification Agreement*”); and

NOW, THEREFORE, in consideration of the agreement of the Owner to convey the Property to the Assignee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the Village, the Owner, and the Assignee, as follows:

1. **Recitals**. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations**. The Assignee hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Classification Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Owner and the Assignee covenant and agrees with Village to undertake and perform the improvements provided on Exhibit B of this Assignment, a copy of which is attached hereto and made a part hereof. If any discrepancy exists between Exhibit B of the Classification Agreement and Exhibit B of this Assignment, Exhibit B of this Assignment shall control.

3. **Acknowledgement and Release of Assignee**. The Village hereby acknowledges its agreement to the Assignee’s assumption of the obligation to comply with the terms, requirements, and obligations of the Classification Agreement, including all exhibits and

attachments thereto, and the Village hereby releases the Owner from any and all liability for failure to comply with the terms, requirements, and obligations of the Classification Agreement.

4. **Third Party Beneficiaries.** Except as to the Village, Owner and Assignee, this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to any other person or entity not a party to this Assignment.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

6. **Governing Law.** This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Illinois, without regard to its conflict principles.

7. **Representations Related to Assignee; Contact and Notice Information.** Assignee represents and warrants to Village that the following address and contact information for Assignee is true and correct and any service of a notice, demand or request to the contact information below shall be deemed effective upon Assignee so long as such notice, demand or request otherwise complies with the requirements of the Classification Agreement:

Assignee: Eric Chang
Manager
11680 King Street, LLC
916 West 21st Street
Chicago, Illinois 60608

Copy to: Zachary Kafitz
Sarnoff & Baccash
100 N LaSalle Street, 10th Floor
Chicago, Illinois 60602

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first written above.

ATTEST:

MILQO Holdings LLC, an Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

VILLAGE OF FRAKLIN PARK, an Illinois municipal corporation

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

ASSIGNEE
11680 King Street LLC

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION FOR 11600 KING STREET

PARCEL A:

THAT PART OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH EAST $\frac{1}{4}$ WHICH IS 1,122.93 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST, IN A LINE DRAWN AT RIGHT ANGLES TO SAID EAST LINE, FOR A DISTANCE OF 2,269.41 FEET TO A POINT IN THE EAST LINE OF POWELL AVENUE, SAID EAST LINE BEING 2,269.41 FEET WEST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST $\frac{1}{4}$, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST IN SAID RIGHT ANGLE LINE, 342.0 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 47 SECONDS EAST IN A LINE PARALLEL TO THE EAST LINE OF SAID POWELL AVENUE, 302.0 FEET TO A POINT IN THE NORTHERLY LINE OF KING STREET; THENCE SOUTH 89 DEGREES 09 MINUTES WEST IN SAID NORTHERLY LINE 342.04 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF SAID POWELL AVENUE; THENCE NORTH 0 DEGREES 00 MINUTES 47 SECONDS WEST IN SAID EAST LINE, 307.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID SOUTH EAST $\frac{1}{4}$ WHICH IS 1,122.93 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES COMMENCING 13 SECONDS WEST, IN A LINE DRAWN AT RIGHT ANGLES TO SAID EAST LIEN, FOR A DISTANCE OF 2,269.41 FEET TO A POINT IN THE EAST LINE OF POWELL AVENUE, SAID EAST LIEN BEING 2,269.41 FEET WEST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST $\frac{1}{4}$, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

THENCE NORTH 0 DEGREES 00 MINUTES 47 SECONDS WEST IN THE EAST LINE OF SAID POWELL AVENUE, 125 0 FEET THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST, 322.0 FEET; THENCE NORTH 0

DEGREES 00 MINUTES 47 SECONDS WEST 30.0 FEET; THENCE NORTH 9 DEGREES 26 MINUTES 57 SECONDS EAST, 121.66 FEET TO A POINT IN A LINE 342.0 FEET EAST OF AND PARALLEL WIT THE EAST LINE OF SAID POWELL AVENUE, SAID POINT BEING 275.0 FEET NORTH OF THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH SAID RIGHT ANGLE LINE, THENCE SOUTH 0 DEGREES 00 MINUTES 47 SECONDS EAST IN SAID PARALLEL LINE, 275.0 FEET TO SAID POINT OF INTERSECTION; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST IN SAID RIGHT ANGLE LINE 342.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-19-400-058-0000

COMMON ADDRESS: 11600 King Street, Franklin Park, Illinois 60131

EXHIBIT B

1. Improve and expand concrete pads for docks for truck mobility.
Assignee shall finish in Summer 2024, and will improve the entire parking lot, not just dock areas.
2. Install a state-of-the-art security system including alarm and video monitoring.
Work completed by Owner.
3. Install dock locks on all docks.
Work completed by Owner.
4. Build interior dock walls with skirts including shelters and sealers for improved climate, safety.
Installation of interior dock walls is considered unnecessary and will not be completed.
5. Build fire pump room for security and safety.
Work completed by prior owner.
6. Upgrade fire pump for safety.
Work completed by prior owner.
7. Install protective bollards around columns to improve safety.
Installation of protective bollards around columns is determined to be unnecessary and will not be completed.
8. Remove electrical buss ducts to better utilize the space for warehousing.
Work completed by Owner.
9. Add aesthetically appealing signage to improve property and identify user.
The future tenant(s) shall make reasonable decisions based on designs and requirements.
10. Landscape improvements to increase property and neighborhood aesthetics.
Assignee shall complete all required landscaping enhancements by Fall 2024.
11. Remove masonry walls to open interior for better warehouse utilization.
Work completed by Owner.
12. Apply warehouse floor sealer for safety, improved lighting, and longevity.
The future tenant(s) shall make reasonable decisions based on requirements.
13. Remove air tanks and other items meant for manufacturing for improved warehouse utilization.
Work completed by Owner.