VILLAGE OF FRANKLIN PARK PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY FOR PASSAGE AT THE VILLAGE BOARD MEETING OF 11.04.2024

Payroll Ending	<u>10.25.24</u>		TOTALS
Village Portion of Social Security	11,311.96		
Village Portion of Medicare	8,032.47		
Payroll Gross Wages	582,523.00	5	
Total Payroll Expense	601,867.43	\$	601,867.43
Manual Checks & Wires			
Manual Checks	2,237.00		
Total Manual Checks		\$	2,237.00
ACH Debits			
Health Insurance Premium	310,577.51		
City of Chicago (Water Payment)	390,978.90		
Total ACH Debits	the second se	\$	701,556.41
Payable Vouchers			
Payable Voucher 11-08-2024	1,352,435.95		
Total Payable Vouchers		\$	1,352,435.95
	-		0.050.000.70.1
Grand Total Payments		\$	2,658,096.79

Accounts Payable

Computer Check Proof List by Vendor

 User:
 cperez

 Printed:
 10/31/2024 - 1:45PM

 Batch:
 00208.11.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 3443	1ST AYD CORPORATION			Check Sequence: 1	ACH Enabled: False
PSI730718	Supplies	1,335.86	11/08/2024	10-90-50200	
	- Check Total:	1,335.86			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 2	ACH Enabled: False
151067/1	Staples, staple gun	37.06	11/08/2024	34-01-62680	Non Englide Ause
	- Check Total:	37.06			
Vendor: 4590	AEP ENERGY			Check Sequence: 3	ACH Enabled: False
3013133540Oct24	3010 Mannheim 3013133540 8/30-10/1/24	23,185.66	11/08/2024	19-01-62330	ron binold, raise
	- Check Total:	23,185.66			
Vendor: 3050	AIR ONE EQUIPMENT, INC.			Check Sequence: 4	ACH Enabled: False
212477	Uniform shoe	135.00	11/08/2024	10-30-62180	ren Lindicu. 1 alse
	- Check Total:	135.00			
Vendor: 0149	AL PIEMONTE FORD SALES, INC.			Check Sequence: 5	ACH Enabled: False
805514	Oil filters #F750s (shelf stock)	130.88	11/08/2024	08-01-50090	Acti Ellabled. Paise
805746	Arm asy cover, wiper blades (shelf stock)	165.31	11/08/2024	08-01-50020	
805755	Arm asy & cover #875	48.37	11/08/2024	08-01-50020	
	- Check Total:	344.56			
Vendor: 0010	ALEXANDER CHEMICAL CORPORATION			Check Sequence: 6	ACH Enabled: False
86710	Chlorine	101.50	11/08/2024	34-01-62880	Noti Ellabled, Faise
CM75507	Credit	-94.00	11/08/2024	34-01-62880	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
24-103	Law enforcement training	3,146.00	11/08/2024	10-20-52001	
	Check Total:	3,146.00			
Vendor: 0968	CHRISTOPHER B. BURKE ENGINEERING, LTD.			Check Sequence: 23	
51H14-28	Franklin Ave Phase III engineering, 7/28-8/31/24	46,752.51	11/08/2024	65-10-54600	ACH Enabled: False
i1H14-29	Franklin Ave Phase III engineering, 9/1-9/28/24	44,280.99	11/08/2024	65-10-54600	
	Check Total:	91,033.50			
endor: 3643	COMCAST			Check Sequence: 24	Louis and Lands
20536188	Dedicated internet and network services- Oct	6,377.05	11/08/2024	10-02-51200	ACH Enabled: False
	Check Total:	6,377.05			
Vendor: 5257	COMED	100 miles		Charle Parente 25	1000 00 - 0000 - 00 C
615329000Oct24	10699 Waveland 0615329000 9/10-10/9/24	62.89	11/08/2024	Check Sequence: 25 10-50-62330	ACH Enabled: False
910975000Oct24	9380 Chestnut 4910975000 9/10-10/9/24	57.11	11/08/2024	10-50-62330	
040921222Oct24	00WS Wolf 5040921222 9/10-10/9/24	72.37	11/08/2024	10-50-62330	
870695000Oct24	9800 Franklin 5870695000 9/10-10/9/24	33.27	11/08/2024	10-50-62330	
484021222Oct24	2700 Scott 6484021222 9/10-10/9/24	239.38	11/08/2024	10-50-62330	
586895000Oct24	2599 Scott 6686895000 9/10-10/9/24	115.92	11/08/2024	10-50-62330	
911683111Oct24	3900 Mannheim 6911683111 9/10-10/9/24	24.81	11/08/2024	10-50-62330	
327688000Oct24	11230 Addison 8327688000 9/10-10/9/24	259.71	11/08/2024	34-02-62800	
	Check Total:	865.46			
endor: 1337	CORPORATE BUSINESS CARDS, LTD			Check Sequence: 26	
38263	October newsletters	2,352.06	11/08/2024	10-01-51880	ACH Enabled: False
	Check Total:	2,352.06			
endor: 2733	Dell Marketing L.p.			Check Sequence: 27	AOU E-AU-A E A
0762338324	Difference owed on invoice- warranty for dell se	4,728.31	11/08/2024	10-02-80100	ACH Enabled: False
	Check Total:	4,728.31			
endor; 3000	DINGES FIRE COMPANY			Check Sequence: 28	ACU Dealer J. P. L.
0469	Thermal Imaging cameras (grant)	33,476.00	11/08/2024	10-30-80570	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	33,476.00			
Vendor: 3093	DOBSON ENTERTAINMENT, INC			Check Sequence: 29	ACH Enabled: False
4753	Social Media Video- Senior Health Fair 10/18/24	975.00	11/08/2024	10-01-51880	Terr Endored, Taise
4753	Social Media Video- What's Cooking in FP 10/10	975.00	11/08/2024	10-01-51880	
	Check Total:	1,950.00			
Vendor: 3065	DON'S SEALCOATING			Check Sequence: 30	ACH Enabled: False
101524	Sealcoat 11400 Copenhagen Ct	1,600.00	11/08/2024	34-02-82915	ACT Emoled, Pare
101624	Sealcoat, stripes and marking on Calwagner St	2,500.00	11/08/2024	10-90-62590	
101724	Sealcoat parking lot next to post office	2,200.00	11/08/2024	10-90-82780	
	Check Total:	6,300.00			
Vendor: 1668	DUPAGE TOPSOIL, INC.			Check Sequence: 31	ACH Enabled: False
058034	Semi pulv	415.00	11/08/2024	34-02-63070	
	Check Total:	415.00			
Vendor: 3278	ELEVATOR INSPECTION SERVICES			Check Sequence: 32	ACH Enabled: False
26364	8 village annual inspections	256.00	11/08/2024	10-13-60550	
	Check Total:	256.00			
Vendor: 5815	EM BENEFITS			Check Sequence: 33	ACH Enabled: False
396090Oct24	Short term disability Nov2024	5,252.63	11/08/2024	10-52-62370	
396090Oct24	Vision Nov2024	1,051.55	11/08/2024	10-52-62390	
396090Oct24	Dental Nov2024	15,185.48	11/08/2024	10-52-62390	
396090Oct24	Voluntary life Nov2024	1,472.26	11/08/2024	10-52-59000	
396090Oct24	Long term disability Nov2024	1,328.34	11/08/2024	10-52-62370	
	Check Total:	24,290.26			
Vendor: 2059	EXP US SERVICES			Check Sequence: 34	ACH Enabled: False
42991-44	Franklin Ave Phase II engineering (6/1-6/28/24)	38,518.51	11/08/2024	65-10-54100	
	Check Total:	38,518.51			
/endor: 5089	EXPRESS MAILING SERVICE			Check Sequence: 35	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
61395	Mailing services for Senior newsletters	1,870.00	11/08/2024	10-01-51880	
	Check Total:	1,870.00			
Vendor: 2034	FIRE SERVICE, INC			Check Sequence: 36	ACH Enabled: False
L-16283	T-2 aerial 5 yr inspection	2,250,00	11/08/2024	10-30-50110	Ron Lindieu, Faise
	Check Total:	2,250.00			
/endor: 1434	FIRST ARRIVING IO, INC			Check Sequence: 37	ACH Enabled: False
665	Digital dashboard annual subscription	3,496.85	11/08/2024	10-30-51150	Tion Lindica, Taise
	Check Total:	3,496.85			
endor: 4739	FlagsUSA			Check Sequence: 38	ACH Enabled: False
20976	Nylon flags	1,539.00	11/08/2024	10-18-50400	
	Check Total:	1,539.00			
endor: 5200	GRAINGER			Check Sequence: 39	ACH Enabled: False
267702026	Tool drawer, wrenches, battery	500,49	11/08/2024	34-01-82840	TOT LINGUL I HIS
	Check Total:	500,49			
endor: 5760	SARAH GUEVARRA			Check Sequence: 40	ACH Enabled: Faise
021	Reimbursement for expenses during Conference	56.66	11/08/2024	10-18-52000	
021	Reimbursement for expenses for Voter Reg drive	48.36	11/08/2024	10-18-51600	
	Check Total:	105.02			
endor: 4516	GW & ASSOCIATES, PC			Check Sequence: 41	ACH Enabled: False
410281	Payroll processing Sept2024	3,600.00	11/08/2024	10-60-51900	
	Check Total:	3,600.00			
endor: 1860	ILLINOIS COUNTIES RISK MANAGEMENT TRUST			Check Sequence: 42	ACH Enabled: False
INV003442	Deductible recovery for claim #240403W008	4,172.50	11/08/2024	10-32-62195	
	Check Total:	4,172.50			
endor: 6081	ILLINOIS EPA			Check Sequence: 43	ACH Enabled: False
.0310960Oct	Total Chemical Analysis	1,862.40	11/08/2024	34-01-62850	A COLUMN AND A MINE

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,862.40			
Vendor: 0309 08391	ILLINOIS TACTICAL OFFICERS ASSOCIATION Registrations for two officers	700.00	11/08/2024	Check Sequence: 44 10-20-52001	ACH Enabled: False
	Check Total:	700.00			
Vendor: UB*00713	JESSE MORIN			Check Sequence: 45	ACH Enabled: False
1999 (C. 1997)	Refund Check 064134-000, 2847 PEARL	1,259.60	10/21/2024	34-00-20100	ACH Enabled: Paise
	Refund Check 064134-000, 2847 PEARL	740.40	10/21/2024	34-00-20100	
	Check Total:	2,000.00			
Vendor: 5705	JONES LANG LASALLE AMERICAS, INC	04030-00		Charle Securement 46	
SA0000744189001	Commission for post office lease	7,200.00	11/08/2024	Check Sequence: 46 10-90-80400	ACH Enabled: False
	Check Total:	7,200.00			
Vendor: 0041	JOSEPH MCLOUGHLIN	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		01	Martine Colore of Street
729Sept2024	Landscaping- Field East of PD Sept2024	2,700.00	11/08/2024	Check Sequence: 47 10-90-86000	ACH Enabled: False
729Sept2024	Landscaping- Drainage ditch Sept2024	2,300.00	11/08/2024	10-90-62600	
729Sept2024	Landscaping- Copenhagen lift station Sept2024	3,035.00	11/08/2024	34-02-63070	
729Sept2024	Landscaping- King st pumping station Sept2024	2,500.00	11/08/2024	34-01-62900	
729Sept2024	Landscaping- Clearing pump station Sept2024	1,060.00	11/08/2024	34-02-63070	
729Sept2024	Landscaping- David Talbott Sept2024	3,000.00	11/08/2024	34-02-63070	
729Sept2024	Landscaping- Jack B Williams Sept2024	2,800.00	11/08/2024	34-02-63070	
729Sept2024	Landscaping- Milton retention pond Sept2024	2,800.00	11/08/2024	34-02-63070	
853Sept2024	Landscaping- Utilities dept Sept2024	1,500.00	11/08/2024	10-90-86000	
853Sept2024	Landscaping- Police station Sept2024	1,775.00	11/08/2024	10-90-86000	
853Sept2024	Landscaping- 3019 Rosé parking lot Sept2024	800.00	11/08/2024	10-90-86000	
853Sept2024	Landscaping- Downtown Park Sept2024	600.00	11/08/2024	10-90-86000	
853Sept2024	Landscaping- Leyden news agency Sept2024	425.00	11/08/2024	10-90-86000	
853Sept2024	Landscaping- Veterans Memorial Sept2024	375.00	11/08/2024	10-90-69590	
853Sept2024	Landscaping- Miller Park Sept2024	275.00	11/08/2024	10-90-86000	
853Sept2024	Landscaping- 9545 Belmont Sept2024	1,250.00	11/08/2024	10-90-86000	
853Scpt2024	Landscaping- Field south of Garra underpass Set	800.00	11/08/2024	10-90-86000	
853Sept2024	Landscaping- B12 tower Sept2024	450.00	11/08/2024	10-90-87610	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1853Sept2024	Landscaping- Joe Thomas Park Sept2024	250.00	11/08/2024	10-90-88880	
1853Sept2024	Landscaping- Metra station Sept2024	600.00	11/08/2024	41-01-63210	
1853Sept2024	Landscaping- 9500 Belmont Sept2024	250.00	11/08/2024	10-90-86000	
1853Sept2024	Landscaping- Garra underpass Sept2024	750.00	11/08/2024	10-90-62600	
2430Sept2024	Complete clean up Sept2024	1,600.00	11/08/2024	10-90-86000	
2442Sept2024	Landscaping- Belmont and Melrose Sept2024	750.00	11/08/2024	10-90-86000	
2442Sept2024	Landscaping- Fullerton and Oak Sept2024	1,200.00	11/08/2024	10-90-86000	
2442Sept2024	Landscaping- Legion hall and Ruby Sept2024	775.00	11/08/2024	10-90-86000	
2442Sept2024	Landscaping- Houston and James Sept2024	1,075.00	11/08/2024	10-90-86000	
2442Sept2024	Landscaping- Grand Ave Sept2024	1,975.00	11/08/2024	10-90-86000	
2442Sept2024	Landscaping- Franklin and Martens Sept2024	780.00	11/08/2024	10-90-86000	
2442Sept2024	Landscaping- Planter boxes Sept2024	775.00	11/08/2024	10-90-86000	
2442Sept2024	Landscaping- 9280-9300 Belmont Sept2024	675.00	11/08/2024	10-90-86000	
2442Sept2024	Landscaping- Nevada retention pond Sept2024	850.00	11/08/2024	10-90-86000	
442Sept2024	Landscaping- Grand Ave (Scott) Sept2024	1,175.00	11/08/2024	10-90-86000	
	Check Total:	41,925.00			
/endor: 5570	KIESLER'S POLICE SUPPLY INC			Check Sequence: 48	ACH Enabled: False
N247846	Ammunication supplies	2,864.65	11/08/2024	10-20-60610	ACT Endoled. Paise
	Check Total:	2,864,65			
/endor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 49	ACH Enabled: False
011	Sawcutting, removal, replacement reinforced cur	3,830.00	11/08/2024	34-02-63070	ACH Enabled. Paise
012	Sawcutting, removal, replacement of a reinforcer	5,360.00	11/08/2024	34-01-62860	
014	Sawcutting, removal, replacement reinforced stre	3,620.00	11/08/2024	34-02-63070	
015	Sawcutting, removal, replacement of a combo se	4,620.00	11/08/2024	34-01-62860	
016	Sawcutting, removal, replacement reinforced stre	2,800.00	11/08/2024	34-01-62860	
	Check Total:	20,230.00			
lendor: 4051	Labsource, Inc			Check Sequence: 50	ACH Enabled: False
06641305	Gloves (different sizes)	780.46	11/08/2024	10-20-60630	Active Endoled, Palse
	Check Total:	780.46			
/endor: 3922	LARRY ROESCH CHRYSLER JEEP DODGE RAM			Check Sequence: 51	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
391216	Headlight assembly #888	7.92	11/08/2024	08-01-50020	
	Check Total:	7.92			
Vendor: 3401	LEYDEN LAWN SPRINKLERS, INC.			Check Sequence: 52	ACH Enabled: False
092524	Blow out system for Miller Park	328.00	11/08/2024	10-90-86000	
0926	Blow out system for Veterans Memorial	598.00	11/08/2024	10-90-69590	
092624	Blow out system for B12 tower	320.00	11/08/2024	10-90-87610	
92524	Blow out system for Village hall	415.00	11/08/2024	10-90-86000	
926	Blow out system for Thomas Park	458.00	11/08/2024	10-90-88880	
92624	Blow out system for Gazebo	350.00	11/08/2024	34-01-62900	
	Check Total:	2,469.00			
Vendor: 3517	MENARD CONSULTING, INC			Check Sequence: 53	ACH Enabled: False
3204	Actuarial services for GASB 75 FY2023	3,000.00	11/08/2024	10-33-52400	
	Check Total:	3,000.00			
Vendor: 0131	MENARDS MELROSE PARK			Check Sequence: 54	ACH Enabled: False
73326	Double pegs, paint remover, mount track	59.66	11/08/2024	10-90-62680	
73818	Glue, shield foam	27.15	11/08/2024	08-01-89115	
74356	Make adapters, fem adapters, 3/4 el	143.99	11/08/2024	34-01-62860	
74358	Heavy duty connectors	24.92	11/08/2024	08-01-89115	
74528	Caster swivels	53.96	11/08/2024	08-01-89115	
74533	Caster swivelsGraco magnum, deck/fence, spray	989.90	11/08/2024	10-90-82630	
76217	Mats, tissues, cleaners	43.93	11/08/2024	34-01-62680	
76945	Ceramic heater, WD40s	108.91	11/08/2024	08-01-89115	
77136	(2) folding chairs	359.88	11/08/2024	34-01-62680	
	Check Total:	1,812.30			
Vendor: 5104	MICHAEL TODD & COMPANY, INC.			Check Sequence: 55	ACH Enabled: False
216351	Marking paint	678.12	11/08/2024	10-90-62680	
	Check Totai:	678.12			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 56	ACH Enabled: False
235967A-1	Screw type valve box	395.10	11/08/2024	34-01-62860	

nvoice No	Description	Amount	Pmt Date	Acct Number	Reference
40199A	RW valve, bolts, couplings, 8"fastite DIP	11,532.92	11/08/2024	34-01-62860	
	Check Total:	11,928.02			
endor: 0645	MIDAMERICAN PRINTING SYSTEMS, INC.			Check Sequence: 57	ACH Enabled: False
39159	Printing of Senior newsletters	1,389.91	11/08/2024	10-01-51880	
	Check Total:	1,389.91			
endor: 0329	MONROE TRUCK EQUIPMENT			Check Sequence: 58	ACH Enabled: False
800	Back portion install for Ford F550	42,940.00	11/08/2024	34-01-80300	
	Check Total:	42,940.00			
endor: 0333	MONTANA & WELCH, LLC			Check Sequence: 59	ACH Enabled: False
7262	Legal services for General matters, Aug2024	32,662.50	11/08/2024	10-72-62557	
7263	Legal services for Litigation, Aug2024	734.94	11/08/2024	10-72-62557	
	Check Total:	33,397.44			
endor: 1790	MUNICIPAL CLERKS NORTH & NORTHWEST SUB	URBS		Check Sequence: 60	ACH Enabled: False
)824	Membership dues for Clerk and Deputy Clerk	40.00	11/08/2024	10-18-52100	
	Check Total:	40.00			
endor: 1363	MUNICIPAL ELECTRONICS, INC.			Check Sequence: 61	ACH Enabled: False
70957	Repair bent battery	576.24	11/08/2024	10-20-60350	
	Check Total:	576.24			
endor: 2106	MUNICIPAL MANAGEMENT SERVICES, INC.			Check Sequence: 62	ACH Enabled: False
-388218	Services for Nov2024	25,238.00	11/08/2024	10-20-60400	
	Check Total:	25,238.00			
endor: 2107	NORCOMM PUBLIC SAFETY COMM., INC.			Check Sequence: 63	ACH Enabled: False
-388227	Emergency dispatch services, Nov2024	68,784.11	11/08/2024	10-14-40220	
	Check Total:	68,784.11			
endor: 4333	North East Multi-Regional Training, Inc.			Check Sequence: 64	ACH Enabled: False
3320	Physical surveillance training for two officers	300.00	11/08/2024	10-20-52001	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
363415	Online Drug dealing training for two officers	160.00	11/08/2024	10-20-52001	
	Check Total:	460.00			
lendor: 1653	ON TIME EMBROIDERY INC			Check Sequence: 65	ACH Enabled: False
27926	Uniforms	98.00	11/08/2024	10-30-40806	
27948	Uniforms	200.00	11/08/2024	10-30-40806	
28140	Uniforms	141.00	11/08/2024	10-30-40806	
30143	Uniforms	101.00	11/08/2024	10-30-40806	
30144	Uniforms	147.00	11/08/2024	10-30-40806	
	- Check Total:	687.00			
endor: 0270	O'REILLY AUTOMOTIVE, INC.			Check Sequence: 66	ACH Enabled: False
398-135582	Spark plugs, boot kit, maifold set	81.26	11/08/2024	08-01-50008	
398-135600	Air filter #1874	11.90	11/08/2024	08-01-50008	
398-135600	Shelf stock (2@ \$11.90)	23.80	11/08/2024	08-01-50008	
398-136214	Control Arm assembly #1874	112.98	11/08/2024	08-01-50008	
398-136297	Brake pads and rotors #880	136.58	11/08/2024	08-01-50020	
398-136519	Antifreeze #479	114.95	11/08/2024	08-01-50030	
398-136757	Brake pads and rotors #896	239.98	11/08/2024	08-01-50020	
	- Check Total:	721.45			
endor: 2249	ORKIN			Check Sequence: 67	ACH Enabled: False
69447645	Weekly services	330.00	11/08/2024	10-60-62460	
69448870	Weekly services	330.00	11/08/2024	10-60-62460	
73100668	Bait stations	64.65	11/08/2024	10-60-62460	
73127459	Bait stations	21.55	11/08/2024	10-60-62460	
	- Check Total:	746.20			
endor: 4235	PITNEY BOWES PURCHASE POWER			Check Sequence: 68	ACH Enabled: False
700Oct24	Postage	723.43	11/08/2024	10-01-51500	
700Oct24	Postage	723.42	11/08/2024	34-01-51500	
	-Check Total:	1,446.85			
/endor: 4033	ALFREDO QUINONES			Check Sequence: 69	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
101524	Reimbursement for Safety Conference	300.00	11/08/2024	10-20-52001	
	Check Total:	300.00			
Vendor: 4651	RED WING BUSINESS ADVANTAGE ACCOUNT			Check Sequence: 70	ACH Enabled: False
129-1-207782	Boots for inspector	182.74	11/08/2024	10-13-60600	Acti Eliaoleti. Paise
129-2-6262	Boots for inspector	212.49	11/08/2024	10-13-60600	
129-2-6352	Boots for inspector	195.49	11/08/2024	10-13-60600	
	Check Total:	590.72			
Vendor: 0556	ROSEMONT LANDSCAPING			Check Sequence: 71	ACH Enabled: False
0892	Senior grass cutting 88 cuts @\$27 cach Sept2024	2,376.00	11/08/2024	10-60-63550	
	Check Total:	2,376.00			
endor: 2117	ROZALADO & CO			Check Sequence: 72	ACH Enabled: False
4243	Village hall carpet cleaning, tile floor and wax flo	4,900.00	11/08/2024	10-13-52800	
8390	Janitorial services for PD 9/30-10/13/2024	1,631.33	11/08/2024	10-20-52600	
8390	Janitorial services for VH, public works 9/30-10/	1,381.80	11/08/2024	10-13-52600	
	Check Total:	7,913.13			
/endor: 2419	RUSSO'S POWER EQUIPMENT			Check Sequence: 73	ACH Enabled: False
P120830574	Chain loops	115.96	11/08/2024	10-90-62780	
PI20838629	Waste bags #standard mowers	33.98	11/08/2024	08-01-50034	
PI20841398	Switch blade on/off #standard mower	31,99	11/08/2024	08-01-50034	
	Check Total:	181.93			
endor: 1899	SERVICE SANITATION, INC.			Check Sequence: 74	ACH Enabled: False
942279	Balance remaining on invoice	0.82	11/08/2024	10-90-62600	
961724	Portable restroom	209.38	11/08/2024	10-90-62600	
	Check Total:	210.20			
/endor: 3336	SMITH LASALLE			Check Sequence: 75	ACH Enabled: False
33.24.6	Franklin Ave STP phase 3 09/30-10/27/2024	11,780.00	11/08/2024	65-10-82820	
34.24.6	Building demolition 09/30-10/27/2024	1,080.00	11/08/2024	10-90-87000	
36.24.5	Schiller Blvd Phase 2 09/30-10/27/2024	6,375.00	11/08/2024	65-10-86000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
637.24.4	50/50 sidewalk project 09/30-10/27/2024	1,895.00	11/08/2024	34-01-69050	
638.24.6	Sewer cleaning and inspection 09/30-10/27/2024	2,070.00	11/08/2024	34-02-83191	
640.24.6	Village engineering/PW mgmt services 09/30-10	12,588.50	11/08/2024	10-90-82800	
640.24.6	Village engineering/PW mgmt services 09/30-10	14,687.00	11/08/2024	34-02-82800	
640.24.6	Village engineering/PW mgmt services 09/30-1(14,687.00	11/08/2024	34-01-82800	
641.24.6	Utilities GIS services 09/30-10/27/2024	5,957.50	11/08/2024	34-01-62870	
641.24.6	Utilities GIS services 09/30-10/27/2024	5,957.50	11/08/2024	34-02-62870	
642.24.6	Lead services replacement 09/30-10/27/2024	6,170.00	11/08/2024	34-01-88910	
549.24.6	NHRST roadway project 09/30-10/27/2024	15,975.00	11/08/2024	61-01-82800	
550.24.5	Washington St green infrastructure 09/30-10/27/	8,265.00	11/08/2024	65-10-88100	
553.24.5	Downtown Plaza 09/30-10/27/2024	5,115.00	11/08/2024	65-10-88500	
M24-023-3	ARC flash study 09/30-10/27/2024	6,000.00	11/08/2024	34-02-82800	
M24-023-3	ARC flash study 09/30-10/27/2024	3,300.00	11/08/2024	10-90-82800	
M24-023-3	ARC flash study 09/30-10/27/2024	7,000.00	11/08/2024	34-01-82800	
	Check Total:	128,902.50			
Vendor: 0563	STRYKER SALES, LLC			Check Sequence: 76	ACH Enabled: False
9207325112	Battery charger for stretcher batteries	1,298.75	11/08/2024	10-30-82080	
9207432480	Xpedition powered stair chair- (grant)	14,522.55	11/08/2024	10-30-82080	
		15,821.30			
Vendor: 2675	SUNBELT RENTALS			Check Sequence: 77	ACH Enabled: False
159757039-0002	Rental for Manlift	435.85	11/08/2024	10-90-62760	
	Check Total:	435.85			
Vendor: 2341	T2 SYSTEMS CANADA INC			Check Sequence: 78	ACH Enabled: False
IRIS0000141449	Monthly subscription	100.00	11/08/2024	41-01-63220	
	Check Total:	100.00			
Vendor: 5423	THIRD MILLENNIUM			Check Sequence: 79	ACH Enabled: False
2027	Utility bill rendering Oct2024	2,672.69	11/08/2024	34-01-62857	
		2,672.69			
Vendor: 5041	ULINE SHIPPING SUPPLY SPECIALISTS			Check Sequence: 80	ACH Enabled: False

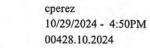
Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
183934507	9x5x5 boxes	86.20	11/08/2024	10-20-60630	
183982798	Storage racks, totes	1,584.60	11/08/2024	10-20-60630	
	Check Total:	1,670.80			
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 81	ACH Enabled: False
9976026882	Data charges for mobile jets packs- Sept	83.01	11/08/2024	10-02-51200	
	Check Total:	83.01			
Vendor: 2511	VESTIS			Check Sequence: 82	ACH Enabled: False
6020285745	Carpet service	131.61	11/08/2024	10-20-52600	
6020285746	Carpet service	199.77	11/08/2024	10-13-52800	
6020287858	Carpet service	131.61	11/08/2024	10-20-52600	
6020287859	Carpet service	199,77	11/08/2024	10-13-52800	
	Check Total:	662.76			
Vendor: 1379	VILLAGE AUTO BODY & TOWING			Check Sequence: 83	ACH Enabled: False
51726	Accident repair #882	4,486.85	11/08/2024	10-20-50300	
	Check Total:	4,486.85			
Vendor: 1299	W.S. DARLEY & COMPANY			Check Sequence: 84	ACH Enabled: False
17538663	Firefighting gloves	768.00	11/08/2024	10-30-62180	
	Check Total:	768.00			
Vendor: 0351	WAREHOUSE DIRECT			Check Sequence: 85	ACH Enabled: False
N561755	Copier page counts for all copiers for Oct	682.28	11/08/2024	10-02-80001	
	Check Total:	682.28			
Vendor: 5243	WEX BANK			Check Sequence: 86	ACH Enabled: False
100309087	Fuel	155.76	11/08/2024	10-90-50200	rien blooded, False
	Check Total:	155.76			
Vendor: 4140	WHEATLAND TITLE COMPANY			Check Sequence: 87	ACH Enabled: Faise
692336	Franklin Ave reconstruction OML0044 Title corr	95.00	11/08/2024	65-10-54100	TOT Lindoldy, Thise

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	95.00			
Vendor: 8285	Woods Roofing			Check Sequence: 88	ACH Enabled: False
001	Work was done due to tree damage	1,600.00	11/08/2024	10-90-62730	
	Check Total:	1,600.00			ĩ
	Total for Check Run:	1,352,435.95			
	Total of Number of Checks:	88			

Accounts Payable

Manual Check Proof List

User: Printed: Batch:





Invoice No	Amount Payment Date	Description Check	Number	Date	Acct Number	reference
Vendor: 1537	MONICA ARIAS		336414	10/25/2024		
102524	215.00 10/28/2024	Per Diem for Sprk Conference			34-01-52120	
Total for Check	215.00					
Total for 1537	215.00					
Vendor: 2617	Lisa Anthony					
			336412	10/25/2024		
102524	215.00 10/28/2024	Per Diem for Sprk Conference		1	10-60-53150	
Total for Check	215.00					
Total for 2617	215.00					
Vendor: 3296	PANORAMIC LANDSCAPING					
-		and the same that a second of	336415	10/28/2024	and there	
7	1,377.00 10/28/2024	51 cuts at \$27 each Sept2024		1	0-60-63550	
Total for Check	1,377.00					
Total for 3296	1,377.00					
Vendor: 3300	DANIEL CORCORAN					
			336411	10/25/2024		
10252024	215.00 10/28/2024	Per Diem for Sprk Conference			0-02-54301	
Total for Check	215.00					
Total for 3300	215.00					
Vendor: 5870	VERONICA DUENAS					
			336413	10/25/2024		
1025	215.00 10/28/2024	Per Diem for Sprk Conference		1	0-60-53150	
Total for Check	215.00					
Total for 5870	215.00					

Invoice No	Amount Payment Date	Description	Check Number Date	Acct Number	reference	
Total Checks:	2,237.00			-		

THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2425-R-___

A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2024-2025 SNOW REMOVAL PROGRAM FOR ELDERLY AND DISABLED RESIDENTS

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/04/24 Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

RESOLUTION NUMBER 2425-R-

A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2024-2025 SNOW REMOVAL PROGRAM FOR ELDERLY AND DISABLED RESIDENTS

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

WHEREAS, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that a significant public interest is served by establishing a program to provide snow removal services to residents that are elderly, disabled or stricken with a severe health condition and have no one else within their household to perform such task (the "*Program*"); and

WHEREAS, it is the desire of the Corporate Authorities to implement the Program, promulgate general guidelines, and establish certain procedures for the fair and effective implementation of the Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

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

Section 2. The Corporate Authorities hereby authorize the Program and approve the criteria enumerated in <u>Exhibit A</u> to create and implement the Program, with such necessary changes as authorized by the Village President or Director of Human Resources and Operations to effectively operate the Program.

Section 3. The Director of Human Resources and Operations and Village Clerk are further authorized to obtain proposals and prepare such necessary agreements to contract for snow removal, in accordance with the Program criteria herein contemplated, and present same to the Board of Trustees for final approval.

Section 4. The officers, officials, employees and attorneys of the Village are hereby authorized and directed to take any and all such action as is required to enact the Program and carry out its intent and purpose.

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

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

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

(Intentionally Left Blank)

3

PASSED by the P	resident and Board of Trustees of the Village of Franklin Park, Cook	
County, Illinois this	_ day of November 2024, pursuant to a roll call vote, as follows:	

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA				1	
HAGERSTROM			1		
JOHNSON		-			
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN		_			
TOTAL					1. 1. 1.

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on

this _____ day of November 2024.

DICCED

BARRETT F. PEDERSEN VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO VILLAGE CLERK

4

Exhibit A

Program Guidelines

VILLAGE OF FRANKLIN PARK 2024-2025 SNOW REMOVAL PROGRAM APPLICATION

Name:			
Street Addres	58:		
Phone:	<u> </u>		
Reason for Applicati	on (please check all t	hat apply)	
I am 65 year less than \$65	s of age or older and I ,000.00 per year; or	have no household me	ember able to shovel my snow and make
I am under a make less tha	ge 65, disabled and h in \$65,000.00 per year	ave no other househo ; and	old member able to shovel my snow and
I have enclose (Also, for an	ed a note from my doc y person living in my l	tor confirming my dis nousehold)	ability or health condition; or
Note from do	ctor already on file fro	m previous program y	/ear.
Please list ALL house	hold member(s) and	their birthdays – <u>inc</u>	clude vourself.
Household M	ember Name	Bir	th Date
1999 			the second s
My driveway is (pleas	se check one)		
Cement	Gravel	Asphalt	Grass between drive paths
List any specific haza	rd or condition on th	e property (i.e., awn	ing, fence, sprinkler system, boulder)
Service Requested (N	ote: Due to labor short	tage the below Service	e can only be provided):
	Snowplow/ snow b	low driveway (\$30.0	0 per removal)
		North Control Party of	

I hereby agree to release and hold the Village, its officers, officials, employees, attorneys, and contractors harmless for any damage to my property or other liability which may arise directly or indirectly from my participation in the Village's snow removal program. I hereby further agree to release, hold harmless and indemnify the Village, its officers, officials, employees, attorneys, and contractors for any and all injuries or liabilities sustained by me or any others on my property caused, directly or indirectly, by the removal or nonremoval of any snow or ice from my property.

1

Signature	Date

VILLAGE OF FRANKLIN PARK 2024-2025 SNOW REMOVAL PROGRAM GUIDELINES

QUALIFICATIONS:

1. Resident(s) must be 65 years or older or disabled, handicapped and/or have a severe health problem and there is no one else in the household that can shovel the snow.

2. Each household resident must obtain a medical verification note from their physician stating that they are unable to shovel the snow. This will stay on file at the Village Hall.

3. Each household, regardless of age, disability, handicap, or medical condition of any individual resident in the same household, must demonstrate a combined income of \$65,000.00 or less to participate in the Program. Every qualifying household must provide proof of income documentation, as determined acceptable by the Village.

GUIDELINES AND TERMS:

An application must be completed and signed on an annual basis, to enroll in the Program. The application is to be mailed or brought to the Franklin Park Village Hall, 9500 Belmont Avenue, Franklin Park, Illinois 60131, Attn: Village Clerk.

1. The Village will review the application and accompanying documentation and determine if the applicant qualifies for the Program. If the applicant qualifies for the Program, the application will be forwarded to the Streets Division of the Utility Department. The Streets Division may complete a pre-inspection of your property.

2. The following service is done by an independent contractor hired by the Village. The participant shall pay the Village the following amount listed for the below service (with the remainder of the cost being paid by the Village):

Snowplow/ snow blow driveway after 2 inches or more of snow has fallen for \$30.00 per removal.

The Village shall, in its sole discretion, determine when 2 inches or more has fallen. Snow removal will not begin until a snow event is completed unless snowfall is excessive. The Village will determine when a contractor is to start.

The above amount may be changed without further notice. The snow removal program does not include the spreading of salt or other snow/ice melting chemical.

3. A monthly bill will be sent from the Village. (Note: if snow is removed more than once during the same snowfall because it is excessive, the participant will be charged for each removal.)

4. A participant may withdraw from the Program by providing the Village with a written notice. Such notice shall include a specific withdrawal date, which shall not be less than seven (7) days from the date the notice is received by the Village. The participant must pay the Village for any services rendered prior to withdrawal date.

5. The Village may terminate, suspend, or close the enrollment period for the Program at anytime.

6. The Village may limit the number of participants in the Program. In such case, space in the Program will be filled on a first come, first serve basis.

7. As part of the Program, the Village, at any time may require a participant to complete and sign additional forms.

8. The Village requires every participant to call the Village promptly after each snow removal, in the event of any service dispute. This will allow the Village to attempt to address any discrepancies between the participant and contractor for billing purposes.

9. As a participant in the Program, the Village requests that <u>only the contractor is to</u> remove snow. This will eliminate any confusion for billing purposes. Failure to comply may be cause for removal from the Program.

10. Each participant must agree to release and hold the Village and its contractor's harmless from any damage to property or injury to every participant or any other person on the property caused directly or indirectly by the removal or non-removal of any snow or ice from the property.

I have read the guidelines and terms and understand and agree to the guidelines and terms of the Program.

(NAME)

(DATE)

(SIGNATURE)

(ADDRESS)

THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

ORDINANCE NUMBER 2425-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 3026 GEORGE STREET)

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/04/24 Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2425-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 3026 GEORGE STREET)

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

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

WHEREAS, an application for reserved handicapped parking was submitted to the Village by a resident of 3026 George Street; and

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

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

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

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

George Street 3026

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

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

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

(Intentionally Left Blank)

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

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA		1:1	i en el		
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA		e 4. 1	1	4	
PRESIDENT PEDERSEN					
TOTAL			1.1		

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on

this _____ day of November 2024.

BARRETT F. PEDERSEN VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO VILLAGE CLERK

3

THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

ORDINANCE NUMBER 2425-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 2823 WASHINGTON STREET)

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/04/24 Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2425-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 2823 WASHINGTON STREET)

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

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

WHEREAS, an application for reserved handicapped parking was submitted to the Village by a resident of 2823 Washington Street; and

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

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

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

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

Washington Street 2823

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of November 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 November 2024.

BARRETT F. PEDERSEN VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO VILLAGE CLERK

3

THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-

AN ORDINANCE AUTHORIZING A FOURTH AMENDMENT TO A WATER TOWER SITE LEASE AGREEMENT BY AND BETWEEN T-MOBILE CENTRAL LLC AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/04/24 Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2425-G-

AN ORDINANCE AUTHORIZING A FOURTH AMENDMENT TO A WATER TOWER SITE LEASE AGREEMENT BY AND BETWEEN T-MOBILE CENTRAL 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, the Village and T-Mobile Central LLC (the "T-Mobile") entered into a Water Tower Site Lease, dated April 23, 2004, and as subsequently amended by the First Amendment to Water Tower Site Lease, dated October 1, 2009; the Second Amendment to Water Tower Site Lease, dated February 12, 2019; and the Third Amendment to Water Tower Site Lease, dated September 13, 2021, to provide a location for the installation of one or more antennae and ground equipment on and adjacent to the Village's water tower at 9501 West Belmont Avenue (the "Lease"); and

WHEREAS, it is the desire of the parties to enter into a Fourth Amendment to Water Tower Site Lease (the "Fourth Amendment"), a copy of which is attached hereto and made a part hereof as <u>Exhibit A</u>, in order to modify the Water Tower Site Lease to provide for alternate lease space for a generator and concrete pad, as therein described; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "Corporate Authorities") deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village for the Village to enter into a Fourth Amendment.

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 Fourth Amendment to Water Tower Site Lease by and between the Village of Franklin Park and T-Mobile Central, LLC, a copy of which is attached hereto and made a part hereof as <u>Exhibit A</u>, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Utilities Commissioner or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

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

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

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

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

(Intentionally Left Blank)

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

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA	-				
HAGERSTROM					
JOHNSON				1	
RUHL		1 1 1		1	
SPECIAL	1				
YBARRA					
PRESIDENT PEDERSEN					
TOTAL		112	(i	1	

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on

this _____ day of November 2024.

BARRETT F. PEDERSEN VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO VILLAGE CLERK

Exhibit A

Fourth Amendment to Water Tower Site Lease

FOURTH AMENDMENT TO SITE LEASE AGREEMENT

This FOURTH AMENDMENT TO SITE LEASE AGREEMENT (this "Fourth Amendment") is made and entered into effective the date of the last signature on this Fourth Amendment (the "Effective Date") by and between Village of Franklin Park ("Lessor") and T-Mobile Central LLC, a Delaware Limited Liability Company as successor in interest to VoiceStream GSM I Operating Company, L.L.C., a Limited Liability Company ("Lessee").

WHEREAS, Lessor and Lessee (or its predecessor-in-interest) entered into a Site Lease with an Effective Date of April 23, 2004, as amended pursuant to the First Amendment to Water Tower Site Lease dated October 1, 2009 and the Second Amendment to the Water Tower Site Lease dated January 25, 2019, and the Third Amendment to the Water Site Lease dated September 13, 2021 (collectively the "Lease") with respect to the Premises that is near, at, on, or part of the Property located at 9501 Belmont Avenue, Franklin Park, IL 60131; and

WHEREAS, Lessor and Lessee desire to entire into this Fourth Amendment in order to modify and amend certain provisions of the Lease;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. The Premises, as identified in Exhibit A-1 of the Third Amendment, are hereby modified to reflect what is shown on Exhibit A-1 of this document provided Lessee obtains all necessary permits and that the construction and installation of the gas generator, gas line and other such related equipment shall not interfere with the safe and daily operation of Lessor's facility, as determined by Lessor, and the routing of the gas line and other equipment into the Premises is approved by the Lessor prior to performance of any work.

2. Unless otherwise defined herein, all capitalized terms used in this Fourth Amendment shall have the same meaning as in the Lease.

3. Except as modified by this Fourth Amendment, the Lease shall remain in full force and effect and is ratified and confirmed by the parties. Any further amendments to the Lease must be in writing and executed by both parties.

4. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Fourth Amendment, or if any such third-party consent or approval is required, Lessor has obtained any and all such consents and approvals.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Site Number: CH41718A Site name: Franklin Park Water Tower Market: Chicago IN WITNESS WHEREOF, the parties have executed this Third Amendment effective as of the latter of the two dates set forth below.

LESSOR: Village of Franklin Park

Ву: _____

Printed Name:	

Title:				
Thie:	 _	 	 	_

Date:			
	 _	 	

LESSEE: T-Mobile Central LLC A Delaware limited liability company

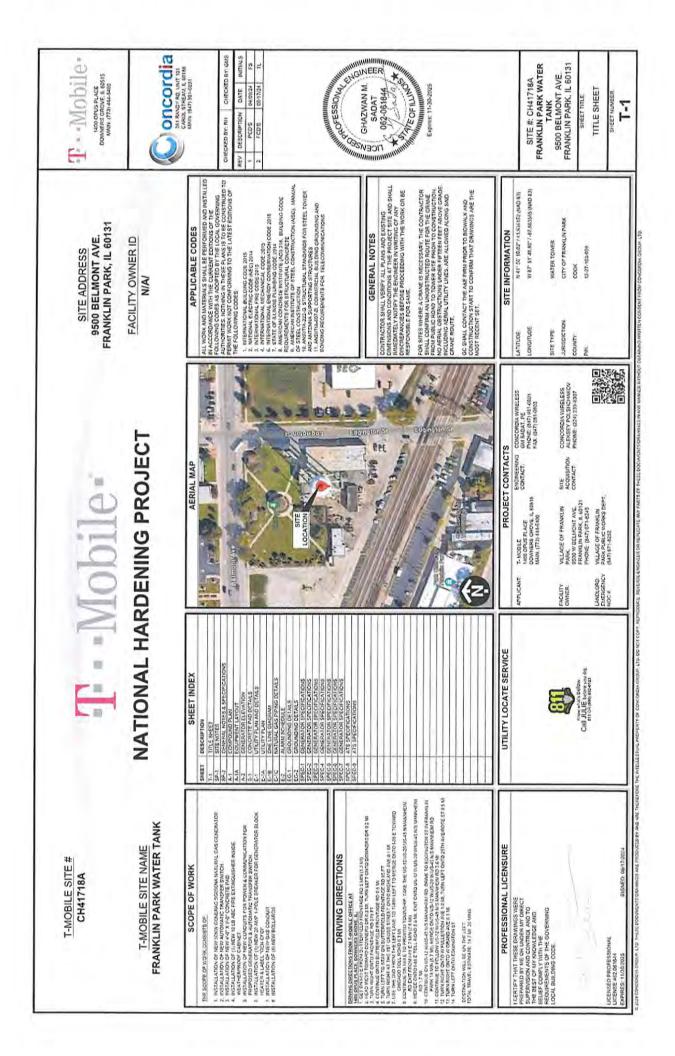
Ву:	
Printed Name:	
Title:	

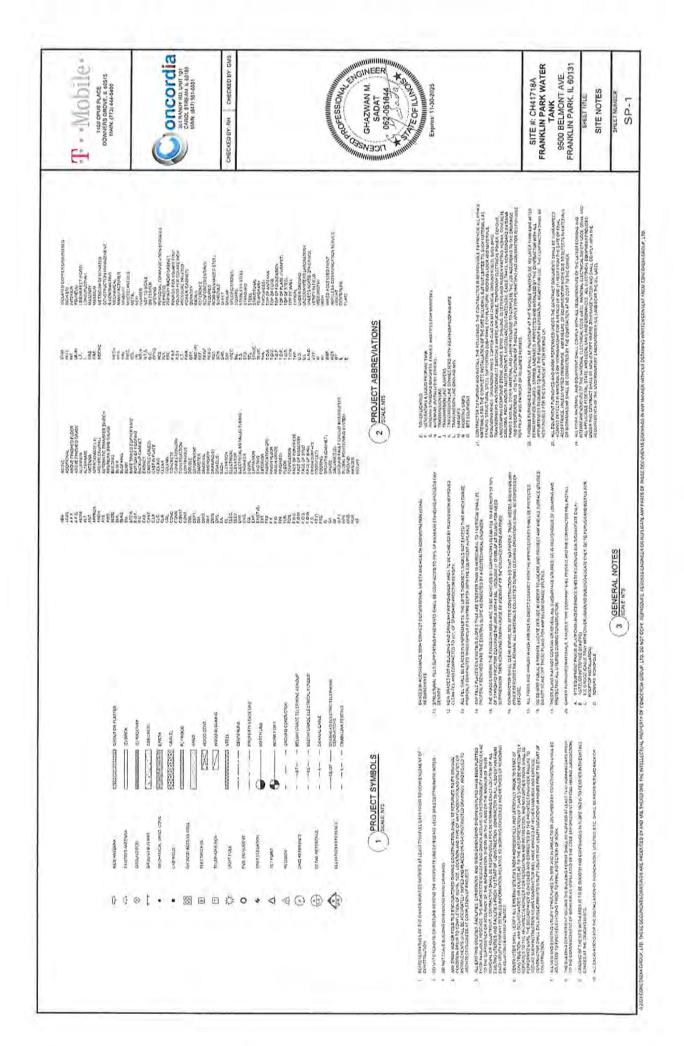
Date:		

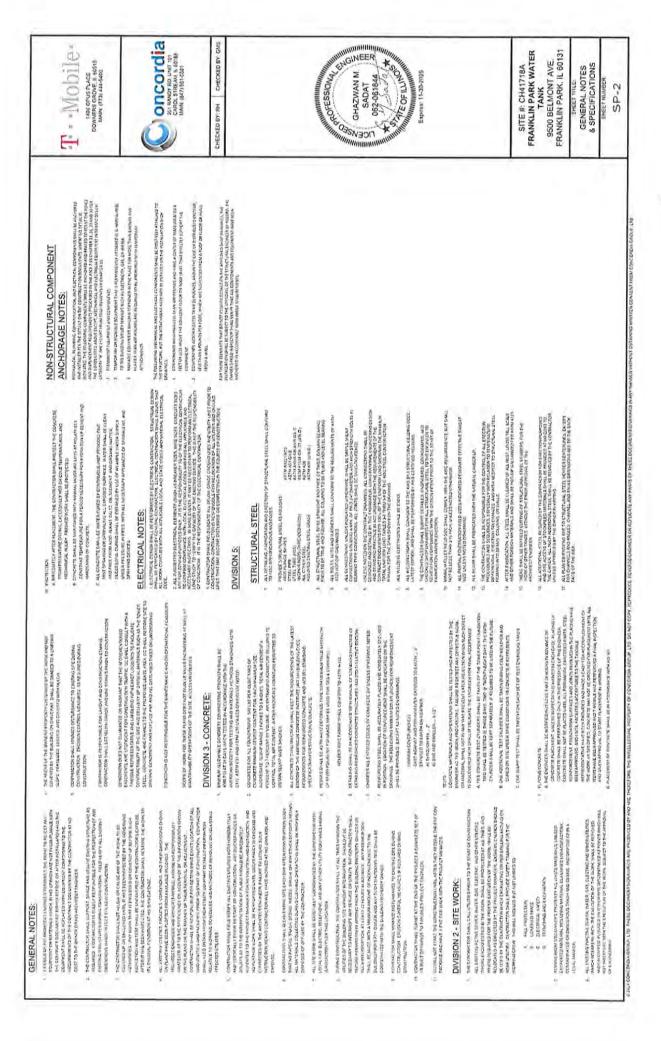
Site Number: CH41718A Site name: Franklin Park Water Tower Market: Chicago

EXHIBIT A-1

Site Number: CH41718A Site name: Franklin Park Water Tower Market: Chicago







delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village:	Village of Franklin Park 9500 West Belmont Avenue Franklin Park, Illinois 60131 Attn: Village Clerk
If to Contractor:	Big Jim Inc. 4740 N. Winthrop Avenue Apt. 316 Chicago, Illinois 60640 Attn: James Bartolini

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

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

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2025.

(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.

By: Village President		
	Attest:	
	Village Clerk	
		2024.
ECUTED this day of Contractor, By:		2024.
Contractor,		2024.
Contractor, By:		2024.

THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, APPROVING A SALES CONTRACT BY AND BETWEEN FIRE SERVICE, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK FOR THE PURCHASE OF A NEW FOUTS BROS. FB-94 SINGLE AXLE PUMPER FIRE TRUCK

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/04/24 Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2425-G-

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, APPROVING A SALES CONTRACT BY AND BETWEEN FIRE SERVICE, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK FOR THE PURCHASE OF A NEW FOUTS BROS. FB-94 SINGLE AXLE PUMPER FIRE TRUCK

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 considered and determined the needs of the Village and, in so doing, deem it advisable and necessary to promote and protect the public health, safety and welfare of the residents and property owners of the Village to acquire a new Fouts Bros FB-94 Single Axel Pumper Fire Truck, Quote 10256-0001 (the "Fire Truck"); and

WHEREAS, the Corporate Authorities find that it is desirable and in the best interest of the Village to acquire the Fire Truck from Fire Service, Incorporated, as herein contemplated.

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 Sales Contract by and between Fire Service, Incorporated and the Village of Franklin Park (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as <u>Exhibit A</u>, is hereby approved substantially in the form presented to the Board of

Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Fire Chief or Village President, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The Corporate Authorities hereby designate the Village President as an authorized signer of the Agreement and further authorize and direct the Village Comptroller, Village Treasurer, Village Clerk, Fire Chief and Village Attorney to prepare or provide all required documentation and take such other actions to secure the ordering, acquisition, and delivery of the Fire Truck.

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)

3

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

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM		-			
JOHNSON			1		
RUHL	1				1.1.1
SPECIAL					
YBARRA		-			
PRESIDENT PEDERSEN		11			
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on

4

this _____ day of November 2024.

BARRETT F. PEDERSEN VILLAGE PRESIDENT

ATTEST:

APRIL J. ARELLANO VILLAGE CLERK

Exhibit A

Agreement

.

ire Service, Inc.

SALES CONTRACT

This agreement made by and between FIRE SERVICE, INC (Company) and (Buyer)

Village of Franklin Park

(Legal Name of Buyer)

9500 Belmont Ave, Franklin Park Illinois 60131

(Address, City, State, Zip Code)

1. **ACCEPTANCE:** The "Company" agrees to sell and the "Buyer" agrees to purchase the apparatus and equipment described in the FOUTS specifications as one (1) Fouts FB-94 Single Axle Pumper (Quote 10256-0001) and made part of this contract, in accordance with the terms and conditions listed on contract pages 1, 2, 3 & 4.

2. **DELIVERY:** The apparatus shall be ready for delivery approximately end of 2nd quarter 2025. The Company cannot be held liable for penalties and / or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, pandemics, civil wars, riots, delays in the manufacturing due to long lead times on materials, delays in manufacturing due to labor shortages, floods, explosions, hurricanes, or any other causes beyond the Company's control.

In order to establish a stable design, procurement, and build schedule, a Buyer change order cutoff date of eight (8) Days from the date of the execution of the contract will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the contract execution date. NOTE this is for a truck that has been released to production. Any requested changes to this build MUST be reviewed by the manufacturer for feasibility, financial impact and production impact.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract according to Section 2 of this document. Any change orders will delay production time. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered and are not considered approved until a change order from both parties is signed. Change Orders shall be prepared by the Company and executed by the Buyer. The price of the apparatus shall be adjusted to take

rev: 01/22

Fire Service, Inc / Fire Sales Contract

1

Fire Service, Inc.

into account any Change Orders. Any and all Change Orders will extend the completion and delivery of the apparatus.

4. **SPECIFICATIONS:** The Company agrees that all materials, workmanship, and warranties in and about this apparatus shall comply with the attached Fire Service, Inc. /Fouts Proposal Quote 10256-0001 dated July 22, 2024. In addition to the specifications the dealer will be providing at delivery:

- 1. Tomar traffic emitting light
- 2. EMS compartment same as first the truck
- 3. Installation of department flashlights
- 4. Franklin Park Graphics as approved by the department same as the first Fouts.
- 5. Change the front Right forward-facing warning light to Green
- 6. Add Hand Hole cut outs in hose bed dividers
- 7. Add 2 grab rails to top of the compartments
- 8. Add 500 lb slide out tray in the compartment as designated by customer
- 9. Mount customer supplied saw brackets
- 10. Add aluminum mounting plates tool boards In L1 upper, L3 upper, and R3 upper
- 11. Add chrome push button on officer side dash for airhorn
- 12. Add Box Alarm Grilles unit number to front grille
- 13. Add extinguisher boxes (2) in R1 compartment
- 14. Mount Customer supplied deck gun
- 15. Add 2 take down lights to primary light bar

5. WARRANTY: The Warranties in and about this apparatus shall comply with the hereto attached Fire Service, Inc. / Fouts Proposal Quote 10256-0001 dated July 22, 2024.

6. **PRICE:** The Buyer shall pay, as a purchase price for the apparatus, the sum of **\$769,069.00**. All prices are less any applicable local, state, or federal taxes which may be applied to the apparatus proposed.

7. TERMS OF PAYMENT:

 Terms of payment: The above amount is due at the time of completion and inspection of the apparatus.

The purchase price payment reflects US dollars and does not include any authorized change orders which, if applicable, shall be paid at time of final inspection and signed acceptance by both the buyer and seller.

b) No payment of any amount shall be made payable to a sales representative without written approval from the company.

ise Service, Inc.

- c) "Late Payment" A late fee of .025% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .050% per day until the payment is received.
- d) It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.
- e) A copy of the Buyer's tax-exempt certificate, if applicable, shall be submitted with this signed contract.
- f) A Fire Service, Inc. Title Information form attached, properly filled out, and submitted with this contract.

8. **FIRE SERVICE, INC** requires, and the Customer agrees, that the unit shall be inspected and / or delivered within seven (7) days of notice that the unit has been received

at the dealership. No add-ons will be completed at the dealership without a customer inspection and payment of vehicle before the agreed upon add-ons are to be started by Fire Service, Inc.

9. **CANCELLATION:** In the event this Agreement is cancelled or terminated by the buyer before completion there will be a cancellation fee charged to the buyer. The following charge schedule based on costs incurred will be applied (a) 10% of the Purchase Price after the order is accepted and entered by Fire Service, Inc. (b) 20% of the purchase price after signed drawings from Pre-Construction, and (c) 30% of the Purchase Price after material requisition. Once the vehicle is in production there will be no cancellation allowed.

This contract, to be binding, must be signed by an officer of **Fire Service**, **Inc** or a person authorized, in writing, by **Fire Service**, **Inc**. to do so.

10. **TAG-ON / ADDITIONAL ORDERS:** The Company, at its sole discretion, would allow the terms of this contract to be extend both in terms to the Buyer as well as to other entities for similar unit(s) for a time period of 24 months after this contract is signed by both parties. To accommodate for pricing, the Company would quote the original prices plus manufactures price increases or Producer's Price Index (PPI) as it applies to either Fire Apparatus and/or heavy commercial truck market. After execution of this contract, which ever PPI or the Manufacturer's price increase is greater will be used. Additionally, any regulatory changes (NFPA, EPA/Engine Emissions, FMVSS, etc.) would also have to be added as they become applicable. Change orders changing these units from the original quotation would need to be authorized, signed, and accepted as normal. Any entity using the tag-on process would be required to sign a new contract commencing the relationship.

rev: 01/22

Fire Service, Inc / Fire Sales Contract

Fire Service, Inc.

If the purchasing agency is not the BUYER, a separate contract will be required to complete the additional purchases. Additionally, any new tag-on order would require a separate Performance bond if initially required by the purchaser.

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this Agreement shall be liable for any obligation of the Company arising under the Standard Warranty.

11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effort to principles of conflict of laws. Buyer and Company irrevocably and unconditionally agrees that any suit, action, or other legal proceeding arising out of or relating to this agreement shall be brought in a court of record of the State of Indiana.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives.

COMPANY	BUYER
Fire Service, Inc. 9545 North Industrial Drive Saint John, Indiana 46373	Village of Franklin Park 9500 Belmont Avenue Franklin Park, IL 60131
BY: Jim Castellano	вү:
NAME: Jim Castellano	NAME:
TITLE: VP of Sales	TITLE:
DATE: 10/28/2024	DATE:

Fire Service, Inc.

	Litle Inf	formation Form
correct.	This title will be processed using the inform	with the order submission. Please make sure the information is nation provided and cannot be changed. In the event that the lered. Title form needs to be completed for each unit purchased.
	FED ID #	Tax Exempt #
Customer:		
	(Name)	
	(Address)	
	(City, Sate, Zip)	
	If the unit is being financed and has a	lien holder, please fill out the information below.
ien Holder.	r Name:	
	(Address)	· · · · · · · · · · · · · · · · · · ·
	(Cily, State, Zip)	
		and require a signature. UPS cannot deliver to a P.O. Box. le customer address listed above? If no, please leave blank.
	Name	
ubmitted:		
Customer S	ignature:	Date:
Customer N	lame and Title (printed):	
)ealer Sign	nature:	Date:
Submit	t this form to the Sales / Contract Admir	nistrator with the completed order information package.

THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN FANTASY AMUSEMENT COMPANY, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (2025 FRANKLIN PARK FEST CARNIVAL CONTRACT)

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/04/24 Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2425-G-

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN FANTASY AMUSEMENT COMPANY, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (2025 FRANKLIN PARK FEST CARNIVAL CONTRACT)

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

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

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

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

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

Section 2. The Agreement by and between the Village of Franklin Park, Cook County, Illinois and Fantasy Amusement Company, Incorporated (the "Agreement"), a copy of which is attached hereto and made a part hereof as <u>Exhibit A</u>, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the HR Director or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The officials, officers, 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 November 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

4

____ day of November 2024.

BARRETT F. PEDERSEN VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO VILLAGE CLERK

Exhibit A

Agreement



FANTASY AMUSEMENT COMPANY, INC. P.O. Box 944 Prospect Heights, IL 60070 Phone: 847-259-9090

CONTRACT

This agreement made this <u>_31st</u> day of <u>October</u>, 2024 by and between Fantasy Amusement Co., (FAC) and the Committee

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

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

The committee also is responsible for and agrees to:

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

FAC is responsible for and agrees to:

- Furnish and pay for <u>50 posters</u> that Committee shall distribute throughout the surrounding community. FAC shall send ad proof 45 days prior to the event for approval.
- Furnish and pay for all electrical connections and electric current necessary for the power and illuminations of all rides, concessions, other exhibits, and travel trailers necessary for the conducting of said engagement. Said current to be for operating hours and to be supplied until all attractions are dismantled at the close of the engagement.
- Upon request, reimburse Committee for any tax, permits or licenses, inspections, parking, water, and water connections to the extent that they may be required for FAC operations.

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

FAC further agrees:

To furnish, present and operate Midway attractions consisting of a minimum of <u>twelve (12) rides</u> and a minimum of <u>seven (7)</u> <u>concessions</u> at event site for a period of <u>four</u> days, starting <u>June 12-15</u>, 2025, for an event to be known as <u>Family</u> <u>Fest/Railroad Daze</u>. FAC will provide the sponsor a ride list 45 days prior to the festival dates or before such date is required by relevant government entity.

To pay the Committee the sum of $\frac{5}{75.00}$ based on a ride gross from $\frac{50}{2} - \frac{530K}{30}$; or $\frac{5100.00}{100}$ based on a ride gross over $\frac{530K}{30}$; for each concession or booth operated on the grounds during this engagement regardless of the number of days the concession is open during the event.

To pay the Committee _____25%___ of the Fun Pass ride credits and wristband sales after any City tax and amusement tax is deducted, where applicable. The settlement for the rides and concession booths shall be made on the closing day of the engagement.

IT IS FURTHER UNDERSTOOD AND AGREED:

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

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

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

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

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

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

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

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

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

COMMENTS: 2025 FunPass credits will be determined no later than April 1, 2025 Please contact our office for 2025 pricing.

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

IN WITNESS WHEREOF, we set our hands and seals in good faith this ______ day of ______, 20_____.

Village of Franklin Park

Fantasy Amusement Company, Inc.

Signature and Title

Date

William Johnson, President

Date

VOID IF NOT RETURNED AND RECEIVED BY: <u>March 1, 2025</u>

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

THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AUTHORIZING AND APPROVING A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF 3204 ROSE STREET, FRANKLIN PARK, ILLINOIS

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/04/24 Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2425-G-

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AUTHORIZING AND APPROVING A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF 3204 ROSE STREET, FRANKLIN PARK, ILLINOIS

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

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "Corporate Authorities") have determined it necessary and advisable to acquire the property identified by permanent index number (PIN) 12-21-426-017-0000, commonly known as 3204 Rose Street, Franklin Park, Illinois 60131 and legally described on Exhibit A (the "Property"); and

WHEREAS, the Village intends to enter into a Purchase and Sale Agreement by and between Charles Wilk and the Village of Franklin Park, a copy of which is attached hereto and made a part hereof, as <u>Exhibit A</u> (the "Agreement") setting forth the terms and conditions of the conveyance of the Property to 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 acquire the Property for the benefit and use of the residents of the Village; and

WHEREAS, the Corporate Authorities further find that it is in the public interest to enter into the Agreement in order to eliminate ongoing nuisances and blighted conditions at the Property while providing additional space for public or private development. 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, a copy of which is attached hereto and made a part hereof as <u>Exhibit A</u>, is hereby approved, substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Director of Community Development or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees, engineers and attorneys of the Village are hereby authorized to undertake actions on the part of the Village as contained in this Ordinance and the Agreement to complete satisfaction of the provisions, terms or conditions stated therein, including any required property conveyance actions on behalf of the Village, and the Director of Community Development, Village Attorney and Village Comptroller are hereby further specifically authorized to undertake all necessary financial expenditures to complete the acquisition of the Property and satisfy the provisions, terms or conditions required in the Agreement.

Section 4. The President, Village Clerk and Village Attorney are hereby authorized to undertake all necessary actions and execute any documents required to complete the conveyance of the Property to the Village. Section 5. 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 6. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

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

(Intentionally Left Blank)

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

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA	/				
PRESIDENT PEDERSEN			4		
TOTAL			1		

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on

this _____ day of November 2024.

BARRETT F. PEDERSEN VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO VILLAGE CLERK

Exhibit A

Agreement

A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF 3204 ROSE STREET, FRANKLIN PARK, ILLINOIS

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made this __day of November 2024 by and between Charles Wilk, (the "Seller") and the Village of Franklin Park, Cook County, Illinois, (the "Purchaser").

RECITALS:

A. Seller is the owner of that certain parcel of land legally described on Exhibit "A" and located at 3204 Rose Street, Franklin Park, Illinois (the "Property").

B. Seller desires to sell and Purchaser desires to purchase the Property upon and subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, and other good and valuable consideration, Seller and Purchaser agree as follows:

ARTICLE 1 DEFINITIONS

1.1 <u>Definitions</u>. When used herein, the following terms shall have the respective meanings set forth opposite each such term:

AGREEMENT: This Agreement, including the following exhibits, each of which are incorporated herein by this reference:

Exhibit "A": Legal Description Exhibit "B": Permitted Title Exceptions

The escrow closing held on the Closing Date.

CLOSING:

CLOSING DATE: March 21, 2025, or such other date mutually agreeable to both Parties.

DEPOSIT/ EARNEST MONEY:

The sum of FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS due within fifteen (15) days after execution by both Purchaser and Seller. The Deposit shall be placed in escrow as provided in Section 12.1 hereof and held as earnest money subject to the terms of this Agreement.

EFFECTIVE DATE: The date set forth in the heading of this Agreement.

ENVIRONMENTAL

LAWS:	As defined by Section 9.1.
ESCROWEE:	Old Republic Title Insurance Company
PERMITTED TITLE EXCEPTIONS:	General real estate taxes not yet due and payable as of the Closing Date and subsequent years and other matters listed on Exhibit "B" attached hereto.
PURCHASE PRICE:	The consideration payable by Purchaser to Seller for the Seller's interest in the Property and all other covenants and warranties contained herein, as provided in Section 3.1.
PURCHASER:	The Village of Franklin Park, Cook County, Illinois
PROPERTY:	The land located at 3204 Rose Street, Franklin Park, Illinois 60131, legally described on Exhibit "A" and identified by permanent index number (PIN) 12-21-426-017-0000.
SELLER:	Charles Wilk.
SURVEY:	Seller to provide a current ALTA Survey of the Property prepared by a surveyor licensed in the State of Illinois and shall cause the Survey to be ordered within five (5) days of the Effective Date of this Agreement and provided to Purchaser within thirty (30) days of the Effective Date of this Agreement.
TITLE COMMITMENT:	Seller shall order a commitment for an ALTA Owner's Title Insurance Policy for the Property issued by the Title Insurer in the full amount of the Purchase Price within five (5) days of the Effective Date of this Agreement, covering title to the Property on or after the Effective Date of this Agreement, showing Seller as owner of the property, subject only to the permitted Title Exceptions, and other exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which shall be removed by the payment of money at Closing or which Seller shall so remove and further providing for full extended coverage over all permitted title exceptions contained in such policies and such other endorsements to the Title Policy (as defined herein) as Purchaser may request.
TITLE INSURER:	Old Republic Title Insurance Company

ARTICLE 2 <u>PURCHASE AND SALE</u>

2.1 <u>Purchase and Sale.</u> Subject to the conditions and on the terms contained in this Agreement, on or before the Closing Date, Seller shall convey fee simple title to the Property to Purchaser or any assignee or designee of Purchaser by good, sufficient, and recordable Warranty Deed subject only to the Permitted Title Exceptions. The Property shall be conveyed together with Seller's interest in the rights, easements, and appurtenances pertaining to the Property, including Seller's interest in said rights, easements, and appurtenances (if any) to the adjacent streets, alleys, or rights-of-way, or any easement that benefits or burdens the Property.

ARTICLE 3 PURCHASE PRICE

3.1 <u>Purchase Price</u>. The Purchase Price shall be Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00).

- (a) The Deposit shall be applied against the Purchase Price on the Closing Date; and
- (b) On the Closing Date, Purchaser shall pay the balance of the Purchase Price, plus or minus prorations, to Escrowee, by certified check, cashier's check, or wire transfer of funds.

ARTICLE 4 SURVEY

4.1 <u>Survey.</u> Seller agrees to provide an ALTA Survey of the Property as provided in Article 1 definitions above and deliver same to Purchaser.

ARTICLE 5 TITLE COMMITMENT

5.1 Seller shall deliver the Title Commitment and the Title Commitment. underlying documents noted thereon to Purchaser with title insurance in the amount of the full Purchase Price, at Seller's sole cost and expense, as provided herein. If the Title Commitment and/or Survey discloses exceptions to title other than the Permitted Title Exceptions, Seller shall have ten (10) days from the date of delivery of the Title Commitment or Survey to Purchaser, whichever date is later, to have all such exceptions removed from the Title Commitment and Survey, or, at Seller's sole cost and with Purchaser's approval, cause the Title Insurer to issue its endorsement insuring against damage caused by any such unpermitted exception and to provide evidence thereof to Purchaser, and if Seller fails to have all such exceptions removed or insured over, Purchaser may elect, on or before the Closing Date, to (i) terminate this Agreement, in which event the Deposit (which includes all interest earned thereon) shall be forthwith returned to Purchaser within five (5) days, or (ii) accept title subject only to those of such unpermitted exceptions as the Title Company has not removed as aforesaid with the further right with respect to each then unremoved unpermitted exception to deduct from the Purchase Price amounts secured by any unpermitted lien or encumbrance of a definite or ascertainable amount. On the Closing Date, Seller shall cause the Title Insurer to issue an owner's title insurance policy in the full amount of the Purchase Price (herein a "Title Policy") at Seller's expense pursuant to and in accordance with the Title Commitment, insuring fee simple title to the Property in the Purchaser,

subject only to the Permitted Title Exceptions and such other exceptions as Purchaser may approve pursuant to clause (ii) above together with extended coverage and such other endorsements to the Title Policy as Purchaser may reasonably request. Seller shall pay the premium for extended coverage and the other endorsements to the Title Policy, if any.

5.2 <u>Updated Title</u>. No later than fifteen (15) days prior to the Closing Date, Seller shall deliver an updated Title Commitment to Purchaser. If such updated Title Commitment shows any new exceptions to title that were not previously disclosed to Purchaser or approved by Purchaser, Purchaser may object to such new exceptions in accordance with the mechanism set forth in Section 5.1.

ARTICLE 6 POSSESSION, PRORATIONS AND EXPENSES

6.1 <u>Possession</u>. Sole and exclusive possession of the Property shall be delivered to Purchaser on the Closing Date.

6.2. General and special real estate taxes affecting the Property shall be prorated through the date of the Closing Date on the basis of one hundred five (105%) percent of the tax bill for the 2023 tax year.

6.3 <u>Expenses.</u> Seller shall be responsible for the payment of the State of Illinois and Cook County transfer taxes, and all title insurance premiums and charges for the issuance of the owner's Title Policy including extended coverage, and Seller's customary recording fees. Purchaser shall be responsible for the payment of all Purchaser's customary recording fees. The sale of the Property shall be closed through an escrow consistent with the terms of this Agreement.

6.4. <u>Assessments</u>. Seller has paid or, as of the Closing Date, shall have paid all of the assessments due and owing through the Closing Date. The assessment for the month of Closing shall be prorated equitably between the parties.

ARTICLE 7 AFFIRMATIVE COVENANTS OF SELLER

7.1 <u>Transactions and Encumbrances Affecting the Property.</u> From the date hereof to the Closing Date, Seller shall not do, suffer, or permit, or agree to do, any of the following:

(a) Enter into any transaction in respect to or affecting the Property; or

(b) Sell, encumber, or grant any interest in the Property or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act which will diminish or otherwise affect Purchaser's interest under this Agreement or in or to the Property or which will prevent Seller's full performance of its obligations hereunder.

7.2 <u>Purchaser's Access to the Property</u>. At all times following the Effective Date, Seller shall permit representatives and agents, designated by Purchaser, access to, and entry upon, the Property to inspect the Property for the purposes set forth in Article 22 hereof and for all other reasonable purposes.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES OF AND INDEMNITY BY SELLER

8.1 <u>Representations and Warranties of Seller.</u> To induce Purchaser to execute, deliver and perform this Agreement and without regard to any independent investigations made by Purchaser, Seller hereby represents and warrants to Purchaser on and as of the Effective Date and on and as of the Closing Date as follows:

(a) <u>Possession</u>. There are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof other than Seller.

(b) <u>Authorization</u>. Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefore have been duly taken and obtained. The individuals signing this Agreement, and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller or the Property is subject or by which Seller or the Property is bound.

ARTICLE 9 ENVIRONMENTAL MATTERS

9.1 Environmental Definitions. The term "Hazardous Materials" shall mean any substance, material, waste, gas or particular matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of current Illinois law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251, et seq. (Ee U.S.C. 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

9.2 Purchaser acknowledges that Seller has not and does not make any representation or warranty with regard to any Hazardous Material or Environmental Laws on the Property but will fully cooperate with Purchaser or its consultant to determine if any Hazardous Material exists or existed on the Property or if Environmental Laws are applicable to the Property. Seller shall further provide Purchaser with all documentation on the Property in its possession pertaining to the Property within five (5) days of the Effective Date of this Agreement.

ARTICLE 10 REPRESENTATIONS AND WARRANTIES OF PURCHASER

10.1 <u>Representations and Warranties of Purchaser</u>. To induce Seller to execute, deliver and perform this Agreement, Purchaser hereby represents and warrants to Seller on and as of the Effective Date and on and as of the Closing Date as follows:

(a) <u>Authorization</u>. Purchaser has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Purchaser pursuant hereto, and all required actions and approvals therefore have been duly taken and obtained. The individuals signing this Agreement, and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign and same on Purchaser's behalf and to bind Purchaser thereto. This Agreement and all documents to be executed pursuant hereto by Purchaser are and shall be binding upon and enforceable against Purchaser in accordance with their respective terms.

ARTICLE 11 CONDITIONS PRECEDENT AND TERMINATION

- 11.1 INTENTIONALLY DELETED
- 11.2 INTENTIONALLY DELETED.
- 11.3 INTENTIONALLY DELETED.

11.4 <u>Seller's Default.</u> In the event Purchaser is prepared to close and Seller is unwilling or unable to close, Purchaser shall be entitled to the return of its Deposit and any interest earned thereon.

11.5 <u>Purchaser's Default</u>. If, on or prior to the Closing, Purchaser fails to perform Purchaser's obligations in accordance with the terms of this Agreement, Seller shall be entitled to terminate this Agreement by written notice to Purchaser and retain the Deposit and any interest earned thereon.

11.6 <u>Right to Cure Defaults.</u> Neither Seller nor Purchaser shall avail itself of any remedy granted to it in this Agreement based upon an alleged default of the other party hereunder unless and until written notice of the alleged default, in reasonable detail, has been delivered to the defaulting party by the non-defaulting party and the alleged default has not been cured on or before 5:00 p.m., Chicago time, on the fifth (5th) business day next following delivery of said notice of default.

ARTICLE 12

ESCROW

12.1 <u>Earnest Money Escrow.</u> Within fifteen (15) business days after the Effective Date of this Agreement, the Purchaser shall deposit the earnest money with Old Republic Title Company, and the parties shall establish a joint order escrow with the Escrowee to hold the Deposit for the mutual benefit of the parties.

12.2 <u>Escrow.</u> The parties shall close the transaction contemplated through a customary title company escrow.

ARTICLE 13 BROKERAGE

13.1 <u>Brokerage.</u> Purchaser and Seller represent and warrant that Ian Pattison with GC Realty & Development, LLC is the broker of record for this transaction and will be compensated at Closing exclusively by Seller. Purchaser and Seller acknowledge that it has dealt with no other broker in connection with the purchase and sale of the subject Property and that there is no other broker's commission or other similar fee or charge due as a result of this sale. Each party hereto agrees to indemnify and hold the other harmless from any loss, cost, damage, or expense incurred by the other as a result of any claims arising out of the inaccuracy of the foregoing representations and warranties made by it, and the foregoing indemnity shall survive any termination of this Agreement.

ARTICLE 14 CONDEMNATION AND CASUALTY

14.1 Condemnation. If, after the Effective Date and prior to the Closing Date, all or any material portion (in the sole judgment of Purchaser) of the Property is taken by exercise of the power of eminent domain or any proceedings are threatened or instituted to effect such a taking, or in the event of fire or other casualty, Seller shall immediately give Purchaser notice of such occurrence, and Purchaser may, within thirty (30) days after receipt of such notice, elect either (i) to terminate this Agreement, in which event the Deposit (which includes all interest earned thereon) shall be forthwith returned to Purchaser within five (5) after receipt of such notice from Purchaser and all obligations of the parties hereunder shall cease and this Agreement shall have no further force and effect, or (ii) to close the transaction contemplated hereby, in which event Seller shall assign and/or pay to Purchaser at Closing all condemnation awards or other damages collected or claimed with respect to such taking, or with respect to a fire or other casualty, either the improvements shall have been repaired or restored in a manner satisfactory to Purchaser, or Purchaser shall receive a credit equal to all insurance proceeds (or an assignment of all rights to receive such proceeds) plus an amount equal to the deductible under such policy if not previously paid by Seller.

ARTICLE 15 CLOSING

15.1 <u>Closing.</u> The transaction contemplated hereby shall close on the Closing Date at the office of Old Republic Title Insurance Company, as the parties may mutually agree.

15.2 <u>Escrow Style Closing.</u> The transaction shall be closed by means of an "Escrow Style Closing," with the concurrent delivery of the documents of title, transfer of interests, delivery of the Title Policy and the payment of the Purchase Price. Seller shall execute any necessary documents, including a gap undertaking to give Purchaser clear title with an effective date of the Closing Date.

15.3 <u>Seller's Closing Deposits.</u> On the Closing Date, Seller shall deliver to the Escrowee the following closing documents:

- (a) Seller's Warranty Deed conveying to Purchaser fee simple title to the Property, subject only to the Permitted Title Exceptions and those other exceptions to which Purchaser has agreed to take title subject to in accordance with Section 4.1 and 5.1 above;
- (b) An Affidavit of Title in customary form;
- (c) Such evidence as may reasonably be required as to the extent of the authority of the person or persons executing documents on behalf of Seller;
- (d) An affidavit duly executed by Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act ("FIRPTA");
- (e) A certificate certifying the accuracy of Seller's representations and warranties as of the Closing Date;
- (f) An executed counterpart settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement;
- (g) Possession and occupancy of the Property;
- (h) Any documentation required to be furnished on the Closing Date under the terms of this Agreement; and
- Any other customary closing documents as are necessary to fully effect and consummate the transaction contemplated hereby.

15.4 <u>Purchaser's Closing Deposits.</u> On the Closing Date, Purchaser shall deliver to the Escrowee the following closing documents:

 (a) The full amount of the Purchase Price, as adjusted by prorations and credits;

- (b) Such evidence as may reasonably be required as to the extent of the authority of the person or persons executing documents on behalf of Purchaser;
- A certificate certifying the accuracy of Purchaser's representations and warranties as of the Closing Date;
- (d) An executed counterpart settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement;
- Any documentation required to be furnished on the Closing Date under the terms of this Agreement; and
- (f) Any other customary closing documents as are necessary to fully effect and consummate the transaction contemplated hereby.

15.5 <u>Approval of Closing Documents.</u> All closing documents to be furnished by Seller or Purchaser pursuant hereto shall be in form, execution and substance reasonably satisfactory to both Purchaser and Seller, their respective attorneys and the Title Insurer.

ARTICLE 16 NOTICES

16.1 <u>Notices.</u> Any notice required under this Agreement shall be in writing and shall be delivered personally with a receipt requested therefore, or sent by a recognized overnight courier service or by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective (i) upon receipt or refusal if delivered personally; (ii) one (1) business day after depositing with such an overnight courier service; or (iii) two (2) business days after deposit in the mail, if mailed. Notices served by one party or their attorney, to the other party or their attorney, shall be considered sufficient service. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Purchaser:	The Village of Franklin Park c/o Nick Walny, Director of Community Development 9500 West Belmont Avenue Franklin Park, IL 60131 Phone: 847-671-8278
With a copy to:	P. Joseph Montana Montana & Welch, LLC 192 North York Road Elmhurst, IL 60126 Phone: 630-501-0624
If to Seller:	Charles Wilk

3204 Rose Street Franklin Park, IL 60131 safetyemission@gmail.com Phone: (708) 609-3538

With a copy to:

Bibek Das, Esq. Das Law, Ltd. 1016 W. Jackson Blvd., #509 Chicago, IL 60607 Direct - (773) 859 - 1270 bdas@daslawltd.com

ARTICLE 17 ENTIRE AGREEMENT, AMENDMENTS AND WAIVERS

17.1 <u>Entire Agreement, Amendments and Waivers.</u> This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and the same may not be amended, modified, or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

17.2 The Purchaser further waives the following, to the fullest extent permitted by law:

a. Right to record a Lis Pendens against the property or to record the agreement or a memorandum thereof in the real property records; and

b. An claims arising out of or relating in any way to the square footage, size, or location of the property, or any information provided on the multiple listing service, or brochures or websites of Seller or Seller's agent or broker.

ARTICLE 18 SURVIVAL AND BENEFIT

18.1 <u>Survival and Benefit.</u> All representations, warranties, agreements, indemnifications, and obligations of the parties shall, notwithstanding any investigation made by any party hereto survive the Closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

ARTICLE 19 NO THIRD-PARTY BENEFITS AND ASSIGNMENT

19.1 <u>No Third-Party Benefits and Assignment.</u> This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder. Seller has no right to assign its rights or to delegate its duties hereunder. The Seller shall not assign or otherwise transfer all or any part of agreement without expressed written consent of the Purchaser, in its sole discretion.

ARTICLE 20 INTERPRETATION

20.1 Interpretation.

- (a) The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.
- (b) This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (c) Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise, all reference herein to "days" shall mean calendar days.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, County of Cook and Village of Franklin Park.
- (e) Time is of the essence of this Agreement.

ARTICLE 21 DISCREPANCY IN DESCRIPTIONS

21.1 <u>Discrepancy in Descriptions.</u> The parties intend that the Property, which is the subject matter hereof, includes all of the real property and all interest held by Seller therein. Accordingly, if prior to the delivery of the deed it appears that any of the legal descriptions of the Property set forth on Exhibit "A" do not include or correctly describe all such real property or interests therein or appurtenances thereto owned by Seller, the legal description of the Property to be conveyed by Seller to Purchaser hereunder shall be modified to correctly describe the same at Purchaser's request.

ARTICLE 22 DUE DILIGENCE

22.1 INTENTIONALLY DELETED

22.2 The Purchaser shall have a period of ninety (90) days for due diligence (the "Due Diligence Period"), including the right and opportunity to inspect the physical condition of the subject property, during normal business hours, including but not limited to undertaking environmental inspection and testing. The right to inspect the property is subject to the following:

- Purchaser shall not make or cause to be made any physically intrusive testing of the Subject Property without Seller's prior consent, except environmental inspection and assessment;
- (b) Purchaser's inspection shall not cause any irreparable injury to the Property;
- (c) Purchaser, at its sole cost and expense, shall promptly repair any damage to the Property caused by its inspection;
- (d) Purchaser shall pay all costs and expenses incurred in connection with its inspection; and
- (e) Purchaser shall indemnify, defend and hold Seller harmless from and against any and all damage, liability or expense, excluding, attorney fees and court costs, and liability of any kind arising out of or in connection with Purchaser's activities on the Property; provided, however, that the foregoing shall not apply to the extent such damage, liability or expense is caused by negligent or willful acts or omissions of Seller or to any cost, injury, damage, liability or expense arising out of Seller becoming liable for any environmental cleanup cost which results from environmental contamination on the Property being revealed, but not caused, by Purchaser's environmental inspection.

22.3. The obligation of Purchaser to purchase the Property is subject to the condition that Purchaser, in its sole and absolute discretion, shall have approved the Property for purchase, including, but not limited to, soil tests, engineering reports, environmental reports, and the feasibility of Purchaser's contemplated use of the Property. Purchaser may at any time on or before the expiration of the Due Diligence Period terminate this Agreement by providing written notice of termination to Seller. Upon issuance of the termination notice, the Deposit shall be returned to Purchaser with interest accrued, and Seller and the Purchaser shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If written notice is not served within the time specified, Purchaser's option to terminate shall be deemed waived by the Purchaser and this Agreement shall remain in full force and effect.

ARTICLE 23 "AS IS"

23.1 Purchaser represents, warrants, and acknowledges to Seller and agrees with Seller that Purchaser is taking the Property in "as is" condition, with all faults and without any warranties, representations or guaranties, either express or implied of any kind, nature or type whatsoever on behalf of the Seller, except for those representations and warranties made herein.

23.2. Seller shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship, or mechanical components at the Property prior to or subsequent to Closing. Seller makes no representations or warranties as to the condition or operation of personal property. Purchaser hereby acknowledges that Purchaser is not entitled to, and has not relied upon the Seller with respect to (i) the quality, nature, adequacy or physical condition of the Property, including but not limited to the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage, or utility systems, facilities or appliances, if

any; (ii) the existence, quality nature, adequacy or physical condition of any utilities; (iii) the existence, quality, nature, adequacy, physical condition or ability to access any rights of way or roads of any kind; (iv) the existence, quality, nature or adequacy of an ability to access utilities, including but not limited to electricity, natural gas, water and sewer; (v) the habitability, merchantability or fitness, suitability or adequacy of the Property for any particular purpose; (vi) the zoning classification, use or other legal status of the Property; (vii) the existence, applicability, quality or nature of any setback requirements; or (viii) the Property or its compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions or any governmental or quasi-governmental entity of any other person or entity.

(Intentionally Left Blank)

IN WITNESS WHEREOF, this Agreement has been executed and delivered by Seller and Purchaser on the respective dates set forth beneath each of their signatures.

PURCHASER:

The Village of Franklin Park, Cook County, Illinois

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DII		
	Barrett F. Pedersen	
ITS:	Village President	
DATI	ED:	
ATTE	EST:	
Villag	ge Clerk	
SELL	LER:	
BY:	Charles Wilk	
DATE		
DAL		

14

EXHIBIT "A" LEGAL DESCRIPTION

LOT 4 IN MARTIN'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 3204 Rose Street, Franklin Park, Illinois

EXHIBIT "B" PERMITTED TITLE EXCEPTIONS

(To be agreed to and inserted after receipt of Title Commitment)

VILLAGE OF FRANKLIN PARK 2024 50/50 SIDEWALK REPLACEMENT PROGRAM Engineer's Bid Tabulation - October 17, 2024

ITEM NUMBER 66900200 35101500 25200100 20201200 70100000 67100100 60603800 60300400 60300350 44000600 44000500 44000165 42400800 42400100 40603336 28000510 25000100 21101615 44000200 42400300 42300400 42300200 40603335 40300200 28000520 25100630 20101200 Sodding Aggregate Base Course, Type B Removal and Disposal of Unsultable Material Adjust Valve Box Frame Non-Special Waste Removal Traffic Control and Protection, Special Combination Concrete Curb & Gutter TOTAL: Mobilization Manhole Frames to be Adjusted Sidewalk Removal Combination Concrete Curb & Gutter Removal Hot Mix Asphalt Surface Removal, 4" Detectable Warnings Portland Cement Concrete Sidewalk, 5 Inch Portland Cement Concrete Driveway Pavement, 8 inch HMA Driveway Pavement, 3" - HMA Surface IL-9.5, Mix"D", Concrete Washout DIFFERENCE: TOTAL BID READ AT BID OPENING: TOTAL BID PROPOSAL: SUPPLEMENTAL BID ITEMS Portland Cement Concrete Sidewalk, 6 Inch Portland Cement Concrete Driveway Pavement, 6 inch Hot Mix Asphalt Surface Course, IL-9.5, Mix "D", N50, 4" Seeding, Class 1 Driveway Pavement Removal Bituminous Materials (Prime Coat) Inlet Filters **Erosion Control Blanket** Topsoil, Furnish and Place, 4" Tree Root Pruning ITEM DESCRIPTION N50 CU YD SQ YD SQ FT SQ YD SQ FT SO YD CU YD SQ FT SQ YD SQ YD SQ YD CU YD FOOT EACH FOOT SQ YD EACH L SUM EACH L SUM EACH GAL EACH SQ YD SQ YD UNIT QUANTITY 8,200 100 100 250 100 100 36 50 100 350 ,500 100 100 20 5 25 ω Ċ. --5 6 ŝ 69 5 6 ŝ \$ UNIT PRICE EVERLAST BLACKTOP 6,000.00 4,993.29 108.00 400.00 900.00 400.00 42.00 114.00 100.00 200.00 42.00 9.00 108.00 45.00 40.00 45.00 12.00 10.00 1.65 12.00 \$ 6.00 4.00 7.00 2.00 1.00 2.00 -69 69 ŝ in 4 67 in in ŝ -\$ \$ ¢n in -TOTAL 174,974.29 174,974.29 174,974.29 10,800.00 82,000.00 4,500.00 4,200.00 6,500,00 6,000.00 4,025.00 2,232.00 4,000.00 4,104.00 5,400.00 3,600.00 4,993.29 4,200.00 5,000.00 1,200.00 ,200.00 1,000.00 1,400.00 600.00 900.00 900.00 700.00 500.00 500,00 20.00 ŝ -69 \$ 60 40 \$ 60 5 -6/7 in <n ŝ \$ ŝ 10 \$ -S in -69 69 69 -67 in UNIT PRICE **D'LAND CONSTRUCTION** 2,350.00 7,000.00 1,500.00 600.00 300.00 125.00 110.00 600.00 \$ 275.00 10.00 60,00 38.00 90.00 30.00 70,00 10.00 20.00 70.00 10.00 15,00 12,00 10.00 70.00 18.00 5.00 2.25 2,00 Ś s Ś in ŝ in in in ŝ in in in ŝ 67 en ŝ ŝ ú, en 200,000.00 200,000.00 TOTAL 200,000.00 12,500,00 82,000.00 1,000.00 19,125.00 3,800.00 3,000.00 3,000.00 2,350.00 3,960.00 7,000.00 6,000.00 1,000.00 2,790.00 3,600.00 4,500.00 2,500.00 7,000.00 2,000.00 7,000.00 7,000.00 6,300.00 6,875.00 1,800.00 1,800.00 1,500.00 500.00 100.00 69 ŝ in in -60 sn 6 \$ u in ŝ ŝ in -S 67 ŝ 5 UNIT PRICE ALLIANCE CONTRACTORS 22,635.00 3,900.00 385.00 128,30 132,30 180.00 385.00 115.20 750.00 285.00 80.75 56.50 85.00 64.85 103.05 45.00 45.50 40.00 15.85 14.95 25.00 125.00 72.50 11.90 3.00 2.00 0.10 ŝ = ~ -6/1 67 61 64 en in in -304,042.70 304,042.70 122,590.00 304,042.70 TOTAL 22,635.00 13,485.00 18,000.00 25,500.00 12,830.00 13,230.00 4,500.00 8,075.00 8,500,00 3,900.00 6,485.00 1,155.00 4,550.00 4,755.00 4,147.20 5,152,50 5,650.00 4,000.00 3,125.00 1,155.00 2,850.00 6,250.00 238.00 750,00 500,00 35.00 ŝ ŝ \$0 -64 UNIT PRICE ENGINEERS ESTIMATE 5,500.00 ,000.00 350.00 200.00 100.00 550.00 150.00 125.00 500.00 100.00 25.00 15.00 75.00 20.00 14.00 54.00 10.00 45.00 10,00 25,00 40.00 13.00 54,00 10.00 5.00 1.50 2.00 s \$ 69 ŝ 6 ŝ in in \$ \$ 60 en 49 69 60 in in in en 60 in \$ TOTAL 203,510.00 106,600.00 10,000.00 12,750.00 4,000.00 1,050.00 4,200.00 7,500.00 1,650,00 2,000.00 2,500.00 6,250.00 5,400.00 2,500.00 1,500.00 1,000.00 5,500.00 4,500.00 1,860.00 5,400.00 5,400.00 5,000.00 1,250,00 ,000.00 200.00 500.00 ,500,00 500,00

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is entered into by and between Village of Franklin Park, 9500 Belmont Avenue, Franklin Park, IL 60131 (the "Village") and JC Szabo & Associates LLC, 3430 N. Lake Shore Drive, Unit 12H, Chicago, IL 60657("Contractor"), in consideration of the mutual promises made herein.

Term of Agreement

This Agreement will become effective on the 1st day of December, 2024, and will renew in 30-day increments upon mutual agreement of the parties, unless terminated earlier as set forth below.

Services to Be Rendered by Contractor

Contractor is engaged in the independent business and occupation of railroad advisory services and has established its own employer/taxpayer identification number. The Village hereby engages Contractor, in the capacity of an independent contractor, to provide advisory services related to rail industry and regulatory perspectives.

Contractor retains sole discretion to determine when, during what hours, and (to the extent practicable) at what location Contractor will perform the Services hereunder. Contractor shall furnish and supply, at Contractor's expense, any and all tools, equipment and/or materials necessary to perform the Services.

Compensation Paid to Contractor

The Village shall compensate Contractor for performing the Services hereunder at the rate of \$400 per hour, with a monthly 2 hour minimum (\$800 retainer). Contractor will invoice the Village monthly on the first day of each month for the retainer for the previous month and include any additional services that may be performed over the 2-hour minimum. Payment shall be due within 30 days of the receipt of the invoice.

Contractor shall be entitled to reimbursement for reasonable and necessary out-ofpocket expenses incurred at the request of the Village. Contractor shall submit written documentation and receipts where available itemizing the dates on which expenses were incurred. The Village will reimburse such approved expenses within 30 days of the receipt of the invoice.

Because Contractor is an independent contractor and not an employee, the Village shall not withhold federal, state, nor local payroll taxes or any other like obligation or employee benefit.

Performance of the Services

Contractor represents that Contractor has the requisite expertise, skill and ability to perform the Services in an efficient and workmanlike manner.

Page | 1

Termination of this Agreement

Either the Village or Contractor may terminate this Agreement, with or without reason, upon 15 days written notice to the other. In the event of such termination, the parties shall continue to perform their respective obligations through the effective date of termination.

Confidentiality

Contractor will treat all non-public Village information as confidential and will not release non-public Village information or use it without permission.

Other Employment and Activities

Contractor may accept other retentions during this engagement and thereafter, provided that during the duration of this engagement Contractor agrees not to accept any other engagement which would result in your working in a position adverse to the Village.

Limitation of Liability

The Village agrees that Contractor shall not be liable under this agreement to the Village, their counsel, or their respective successors, assigns, or affiliates except where damages result directly from gross negligence or willful misconduct. In no event shall Contractor be liable forpunitive or consequential damages of any kind. The terms of this paragraph shall survive the termination of this agreement.

Contractor shall have no authority to enter into any agreements, contracts or other arrangements, written or oral, on behalf of the Village. This Agreement does not create a partnership or joint venture relationship between the Village and Contractor.

Miscellaneous

This Agreement constitutes the entire agreement between the Village and Contractor, and supersedes any and all other agreements or arrangements, either oral or in writing, respecting Contractor's performance of the Services. The Village and Contractor each acknowledge and agree that neither party has relied upon any alleged representations nor agreements between them except as expressly set forth herein.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The Village and Contractor agree that, in the event of any dispute arising between them under or concerning this Agreement, the courts (federal or state) of the State of Illinois shall have exclusive jurisdiction.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nonetheless continue in full force and effect without being impaired or invalidated in any way. Neither this Agreement, nor any of the duties, rights or obligations hereunder, may be assigned by either the Village or Contractor to any other party or entity without the prior written consent of the other party hereto or as otherwise explicitly permitted hereunder.

No term of this Agreement may be deleted, altered, modified or otherwise changed except in writing duly executed by both the Village and Contractor.

WHEREUPON THE PARTIES HAVE SET THEIR HANDS HERETO.

THE VILLAGE

By:

Barrett F. Pederson Mayor Village of Franklin Park

Date:

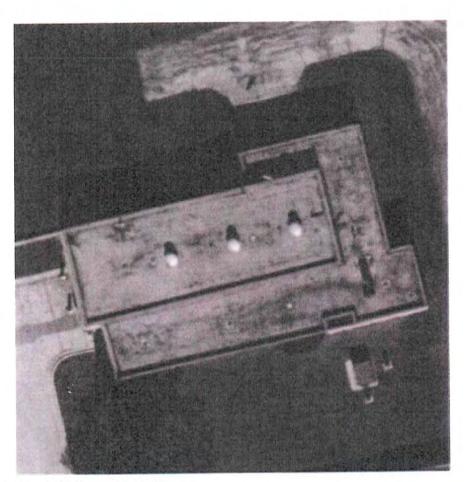
CONTRACTOR

By: Joseph C. Szabo

Joseph C. Szabo () JC Szabo & Associates

October 17. Date:





COMMERCIAL ROOF PROPOSAL

OCT 08, 2024

raul@rmvroofing.com 2247034162

JOE THOMAS

11030 King St Franklin Park, IL 60131 tmccabe@smithlasalle.com

INTRODUCTION

Prepared for Joe Thomas: Utilities Commissioner RE: 11030 King St, Franklin Park, IL 60131

At your request, RMV Roofing Solutions is delighted to provide the following proposal for the roofing work to be performed at the above-referenced location. The following is our pledge to deliver a comprehensive watertight solution.

Scope Of Work

Mobilization:

 Deliver all necessary materials, equipment, and safety gear to the site. Ensure the area is properly secured and that all safety protocols are followed, including the use of OSHA-compliant fall protection.

Existing Roof Removal:

- Remove the existing roofing system down to the concrete deck. This includes any membrane, insulation, and old roofing materials.
- Properly dispose of all debris off-site in accordance with local regulations.

Deck Inspection:

- Inspect the concrete deck for any signs of damage or deterioration once the existing roofing materials are removed.
- Any deck repairs or replacements will be performed on a time and material basis (not included in this scope).

Insulation Installation:

- · First Layer of ISO Insulation:
 - Install the first layer of 2.6-inch ISO fully adhered to deck with low-rise foam.
- Second Layer of ISO Insulation:
 - Install a second layer of 2.6-inch ISO fully adhered to first layer of ISO with low-rise foam.

TPO Membrane Installation:

- + Install a fully adhered 60mil TPO membrane over the top layer of ISO
- All seams will be heat-welded to ensure watertight integrity and to comply with TPO manufacturer specifications.
- Flash all penetrations, curbs, and roof edges per the manufacturer's guidelines for fully adhered TPO systems.

Installation of New Metal Flashing:

- Install new face metal at the perimeter of the roof to provide edge protection and enhance the roof's aesthetic finish (color to be chosen by client/owner).
- All metal components will be secured and sealed to prevent moisture infiltration.

Total Base Bid: \$149,250 Price includes labor, materials, disposal



Eight Reasons to Choose a TPO System

1.30-YEAR TRACK RECORD

First used in the United States in the early 1990s, TPO is now the leading low-slope roofing choice. Installed on buildings of all types from coast to coast, it makes up nearly half of the low-slope roofs in the United States and is the fastest-growing commercial roofing membrane type.

2. VERSATILITY

TPO membranes are lightweight and do not add excessive weight to the roof deck, making them at home in new construction, reroofing and recover (retrofit) jobs.

TPO also gives contractors and designers tremendous flexibility in tailoring roofing systems to meet specific job requirements. A variety of installation methods are available, with most TPO systems being fully adhered, mechanically attached, or induction welded. TPO is compatible with a wide range of roof insulation and cover board types, including polyisocyanurate (poly iso), expanded polystyrene (EPS), extruded polystyrene (XPS), gypsum and fiber board.

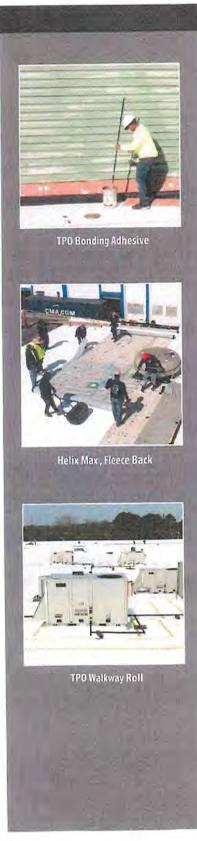
3. TOUGH, STRONG AND DURABLE

TPO roofing systems deliver years of hassle-free, watertight performance under even the harshest conditions.

- High breaking strength and tearing strength, along with outstanding resistance to punctures, extreme temperatures and ultraviolet (UV) radiation, mean that TPO can withstand blazing sun, scorching heat, bitter cold, driving snow, torrential downpours, pounding hail and foot traffic.
- TPO membranes stay flexible in hot and cold temperatures, allowing them to compensate for thermal shock and building movement without cracking and splitting.
- TPO provides excellent resistance to airborne bacteria, algae, mildew, mold and industrial pollutants, such as air-conditioning coolants.
- TPO sheets are welded together to create exceptionally strong, waterproof seams. If done right, the seams will be stronger than the membranes themselves.

4. A "COOL ROOF" CHOICE

White TPO roofs can significantly enhance the energy efficiency of buildings in warmer climates. They reflect much of the sun's rays away from the roof and then emit much of the energy that is absorbed back into the atmosphere. This lowers temperatures on the rooftop and inside the building, keeping occupants comfortable while maximizing the performance of HVAC equipment, reducing cooling costs and helping mitigate the "urban heat island effect.





5. MEMBRANE OPTIONS

- Standard TPO
- Self-Adhering TPO
- Fleece Back and Fleece Back Plus TPO
- TPO Colorway
- CLEAN Film
- Fire-Resistant Standard TPO and Fleece Back TPO

6. REPAIRABLE AND COATINGS-FRIENDLY

TPO membranes are easily repaired, with a wide variety of compatible accessories, sealants and flashing materials available. Pressure-sensitive accessories can further streamline repairs by eliminating the need for generators and other heat welding equipment.

TPO membranes resist the growth of mold, mildew, bacteria and fungi, keeping the membrane cleaner long-term to maintain its reflectivity and aesthetics.

An aging, but still-sound, TPO roof can easily be coated with silicone or acrylic roof coatings, returning it to near-new performance and delaying for years (even decades) the need for a far more costly and disruptive roof replacement.

7. RECYCLABLE

TPO membranes are recyclable. Scrap and old material can be used as feedstock for producing new TPO membranes and in manufacturing such products as vinyl flooring, rooftop walkway pads and concrete expansion joints.

8. WARRANTY OPTIONS

Mule-Hide Products offers a variety of warranty options to meet building owners' needs and budgets. These include materials-only and no dollar limit system warranties of up to 30 years.



The information herein should not be considered all-inclusive and should always be accompanied by a review of the Mule-Hide specifications and guidelines and good application practices.

This information herein is based upon data and knowledge considered to be true and accurate at the time of printing and is provided for the reader's consideration, investigation and verification. No statement made by anyone may supersede this information, except when done in writing by Mule-Hide Products Co., Inc. Mule-Hide Products Co., Inc. does not warrant any results to be obtained. Statements concerning possible use of Mule-Hide products are made without knowledge of your particular roof and such an application may not be fit for your particular purpose.

PARTICULAR PURPOSE. MULE-HIDE DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except written warranties attached to Mule-Hide products and written warranties signed by an officer of Mule-Hide.

Visit the Mule-Hide website at www.mulehide.com prior to any installation for updated technical specifications and details. Mule-Hide is a U.S. registered trademark. All rights reserved.

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mulehide.com • 800-786-1492

QUALIFICATIONS AND EXCLUSIONS

- · Wood replacement is not included in this proposal. The cost for Wood Nailing Board Replacement \$4.50 per L.F.
- Wood Nailing Board Installation \$3.00 per L.F
- · Concrete deck repair is not included in this proposal.
- · No electrical, removal/reconnect of HVAC, gas lines, or masonry are included in this proposal.
- · No interior protection is included in this proposal.
- · Debris is removed daily from job site and legally disposed of.
- Any work done beyond what is stated this proposal will incur a charge resulting in a change order.

Commitment to You

- · Your own project management team.
- Daily project communication.
- · Pre and post construction walkthroughs.
- · Workmanship Labor Warranty.

Commitment to Your Project

- · Removal, transportation and disposal of materials.
- · Coordination of supplier delivery, and installation of new materials.
- · Thorough cleanup of entire work area.
- Acquisition of all necessary building permits
- · Compliance with all building and manufacturer requirements.
- Fully licensed, and insured.

Thank you for giving us the opportunity to provide a quote for the repairs of your property. Below you will find my direct contact information. Please feel free to contact me if you have any inquiries.

Sincerely,

Raul Montoya

UNIT COST (IF APPLICABLE)

Wood Nailing Board Replacement	\$4.50 per L.F.
Wood Nailing Board Installation	\$3.00 per L.F
Single-Ply Walkway Roll	\$1,100.00 per roll
Additional Curve and Pipe	\$350.00 each
Brickwork and Tuck-pointing	\$16.00 per S.F.
Penetration Removal	\$350.00 each
Skylight Removal	\$350.00 each

F.H. PASCHEN

Final Estimate

Jack Reinert F.H. Paschen 2020-1 - 2020 Village of Elmwood Park GGSC F.H.Paschen - Basic Contract Year - 5/04/2020 to 5/03/2023 Franklin Park Roofing - Elmwood Park_GGSC_25

Estimator: Jack Reinert

\$(30,431.69)	2020 Village of Elmwood Park GGSC F.H.Paschen Standard (-9.0000%) 2020 Village of Elmwood Park GGSC F.H.Paschen Nonpriced (15.0000%)	\$251,959,70 \$86,170.22	Priced Line Items RSMeans CHICAGO, IL CCI 2022Q2, 134,20%
			Totalling Components
\$251,959.70	FMR MF04 Total (Without totalling components)	\$25,000.00	23 - Healing, Venilaling, and Air-Conditioning (HVAC) 25 - Inlegrated Automation
\$78,457,40	Alternate Trades Assemblies		14 - Conveying Equipment 21 - Fire Suppression 22 - Plumblan
	46 - Water and Wastewater Equipment 48 - Electric Power Generation		11 - Equipment 12 - Furnishings 13 - Special Construction
	 Walerway and Marine Transportation Material Processing and Handling Equipment Pollution Control Equipment 		09 - Finishes 10 - Speciallies
	33 - Utilities 34 - Transportation	\$148.80 \$138,043.50	07 - Thermal and Moisture Protection
	31 - Eartwork being and security 32 - Eartwork 32 - Exterior Improvements	\$3,720.00	04 - Masonry 05 - Metals
	26 - Electrical 27 - Communications 28 - Flortnois Cafety and Convision	\$5,330.00 \$1,250.00	01 - General Requirements 02 - Existing Conditions 03 - Concrete
			Division Summary (MF04)
King Street ift Station	King Stree		Estimator, Jack Remert

Grand Total

\$307,698.23

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m	Estimator: Jack Reinert	Reinert			X	King Street Lift Station
	Item	Description	MU	Quantity	Unit Cost	Total Book
2	01 - General Requirements	irements				
+	01-31-13-20-0260	Field personnel, superintendent, average Superintendent for project operations & superivision	Week	1.0000	\$3,725,00	\$3,725.00 RSM22FAC
2	01-54-33-40-7620-2	Rent per day for rent vacuum truck, hazardous material, 2500 gallons	Ea	2.0000	\$346.50	S693.00 RSM22FAC
		Vaccum truck for Ballast removal				E ORP
ω	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or fowed by pickup truck Mobilization & Demobilization	Ea.	4.0000	\$228.00	S912.00 RSM22FAC L.E., OSP
		01 - General Requirements Total				\$5,330.00
02	02 - Existing Conditions	itions				
4	02-41-19-19-0725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost Dumpster for project material disposal	Week	2.0000	\$625.00	\$1,250.00 RSM22FAC M 02F
		02 - Existing Conditions Total				\$1,250.00
5 04	04 - Masonry 5 04-72-10-10-0800	Aluminum coping, stock units, for 12° wall, excludes scattolding Install Aluminum Parapet Coping Cap	LF	200.0000	\$18,60	S3,720,00 RSM22FAC
		04 - Masonry Total				\$3,720.00
в 6	- Wood, Plastic 06-22-13-40-7810	06 - Wood, Plastics, and Composites 6 06-22-13-40-7810 Exterior trim and moldings, soffit, pine, #2, 1* x 8* Furnish and install new soffit panels	F	30,0000	\$4,96	S148,80 RSM22FAC M.L. OSP
		06 - Wood, Plastics, and Composites Total				\$148.80
707	- Thermal and N 07-05-05-10-3720	Thermal and Moisture Protection O7-05-05-10-3720 Selective demolition, thermal and moisture protection, roofing, built-up, 5-ply, includes gravel Remove and dispose of existing roofing with gravel	S.F.	9.000.0000	\$3,28	529,520,00 RSM22FAC
00	07-21-13-10-1960	Wall insulation, rigid, extruded polystyrene, 25 psi compressive strength, 3" thick, R15 Install insulation board (2 layers)	S.F.	18,000.0000	\$3.38	\$60,840.00 RSM22FAC Gm M.L. 08P
ص	07-22-16-10-0810	Roof deck insulation, gypsum cover board, fiberglass mat faced, 1/2" thick, fastening excluded Install Cover Board	S.F.	9,000,0000	\$1.29	\$11,610.00 RSM22FAC M.L. OSP

Printed 26 JUN 2023 2:24PM v2.645

Page 2 of 5

Estimator: Jack Reinert	Reinert			X	King Street Lift Station
07 - Thermal and Moisture Protection	Ire Protection				
Item	Description	MU	Quantity	Unit Cost	Total Book
10 07-22-16-10-3090	Roof deck insulation, fastening alternatives, full mop asphalt	Sq.	90.0000	\$39.00	\$3,510.00 RSM22FAC M, L, E 08P
	Install fasteners as required				
11 07-26-13-10-0700	Vapor retarders, building paper, polyethylene vapor barrier, standard, 4 mil (.004" thick), 9' x 400' roll (.nstall Vapor Barrier for new roofing system	Sq.	90,0000	\$24.00	\$2,160,00 RSM22FAC Gm. M. L D&P
12 07-51-13-30-0300	Cants, mineral or fiber, trapezoidal, 1" x 4" x 48"	LF.	200.0000	\$2.51	\$502.00 RSM22FAC
13 07-54-23-10-0220	efin roofing (TPO), 60 mils, heat welded seams, d	Sq.	90.0000	\$205.00	\$18,450.00 RSM22FAC M.L.E. 08P
14 07-55-10-10-0140	Protected membrane roofing components, asphalt, ballast, in place, 3/8"-1/2" Install/place Ballast as required	Ton	3.0000	\$168.00	\$504,00 RSM22FAC M, L.E. OSP
15 07-65-10-10-0300	Sheet metal flashing, aluminum, flexible, mill finish, .050" thick, including up to 4 bends Sheet metal for flashing	S.F.	550,0000	\$11.55	\$6,352,50 HSM22FAC
16 07-71-26-10-0900	Reglet, counter flashing for aluminum, .025" thick, 12" wide Install counter flashing as required	5	200.0000	\$9.35	S1,870,00 RSM22FAC M L DKP
17 07-71-43-10-0020	Atuminum drip edge, mill finish, .016" thick, 5" wide Install Drip Edge as required	5	200.0000	\$2.55	\$510.00 RSM22FAC
18 07-92-13-20-3900	ng and sealants, polyurethane, bulk, in place, 1 or 2 ns in roof as required. Ioisture Protection Total	Ę	500.0000	S4,43	\$2,215.00 RSM22FAC M.L. DBF \$138,043.50
22 - Plumbing 19 22-14-26-13-4400	Drain, roof, integral expansion joint, cast iron body, 12" cast iron dome, 8" pipe is size Install new roof drains as required.	Ea	10.0000	\$2,500.00	\$25,000.00 RSM22FAC
	22 - Plumbing Total				\$25,000.00
Alternate 20 01-31-13-30-0050	Insurance, standard builders risk, maximum Insurance	Job	305,000.0000	1.7500%	\$5,337.50 CUSTOM
21 04-72-10-10-0800	Demo - Aluminum coping, slock units, for 12" wall, excludes scatfolding Remove and dispose aluminum Parapet Coping Cop	Ę	200.0000	\$16.06	53,212,00 L 08P

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Alternate				2	King Street Lift Station
Item	Description	1184)		
22 06-22-13-40-7810	Demo - Exterior trim and moldings, soffil, pine, #2, 1" x 8"	LF. UM	30.0000	Unit Cost	Total Book
23 07-21-13-10-1960	Demo - Wall insulation, rigid, extruded polystyrene, 25 psi compressive strength, 3" thick, R15 Remove and dispose of existing insulation	S.F.	18,000,0000	\$1.97	L 08P
24 07-22-16-10-0810	Demo - Roof deck insulation, gypsum cover board, fiberglass mat faced, 1/2" thick, fastening excluded Remove and dispose of existing cover board	S.F.	9,000.0000	\$0.65	\$5,850.00 CUSTOM
25 07-22-16-10-3090	Demo - Roof deck insulation, fastening alternatives, full mop asphalt Remove and dispose of fastenets as required	Sq.	90.0000	\$25,74	\$2,316,60 CUSTOM
07-26-13-10-0700	Demo - Vapor relarders, building paper, polyethylene vapor barrier, standard, 4 mil (.004" (hick), 9' x 400' roll Remove and dispose of existing vapor barrier	Sq.	90.0000	\$19.86	S1,787.40 CUSTOM
07-54-23-10-0220	Demo - Thermoplastic-polyolefin roofing (TPO), 60 mils, heat welded seams, mechanically attached Demo and dispose of existing roofing	Sq.	90.0000	\$93.72	\$8,434.80 CUSTOM
07-65-10-10-0300	Demo - Sheet metal flashing, aluminum, flexible, mill finish, .050" thick, including up to 4 bends Remove and dispose of existing sheet metal flashing	S.F.	550,0000	\$5.67	\$3,118.50 CUSTOM
07-71-26-10-0900	Demo - Reglet, counter flashing for aluminum, .025" thick, 12" wide Remove and dispose counterflashing	F	200,0000	\$5.60	\$1,120.00 CUSTOM
07-71-43-10-0020	Demo - Aluminum drip edge, mill finish, .016" thick, 5" wide Remove and dispose of existing drip edge	F	200.0000	\$1,79	\$358.00 CUSTOM
07-92-13-20-3900	and sealants, polyurethane, bulk, in place, 1 or king	LF.	500,0000	\$3.25	\$1,625.00 CUSTOM
22-14-26-13-4400	in joint, cast iron body, 12" cast iron dome, required	Ea.	10.0000	\$973,00	\$9,730,00 CUSIOM
	Alternate Total				578 467 4
6/26/2023 Propos Performance peric	sal accented by the indentional sector				910,400,40
Work to be perform	Performance period required from date notice to proceed is received by contractor: Work to be performed to the standards of the industry or trade.	Calen	calendar days.		

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Estimator: Jack Reinert Alternate Item Description	UM Quantity	Ki Unit Cost	King Street Lift Station
		Unit Cost	Tota
Enginering Office Approval By: Title: Date:			
Date: Contracting Office Approval			
By: Title: Date:			
Project Number:Elmwood Park_GGSC_25 Delivery Order Number: Line Item Estimate Amount:			
	Estimate Grand Total		

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The Salvation Army

Founded in 1865 by William and Catherine Booth

DOING THE MOST GOOD

North and Central Illinois Division

Lyndon Buckingham General

Evie Diaz Territorial Commander

Jonathan Rich Lt. Colonel | Divisional Commander Ms. April J. Arellano Deputy Clerk 9500 W. Belmont Franklin Park, IL 60131

August 16, 2024

Dear Ms. April J. Arellano,

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

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

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

RED KETTLE CAMPAIGN: Monday - Saturday, November 1st - December 24th, 2024

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

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

Sincerely,

huthborg

Sara Ruthberg Red Kettle Campaign Manager



CONFIRMATION FORM

Please attach any additional information/requirements as needed

RED KETTLE CAMPAIGN: November 1st - December 24th 2024 (Monday-Saturday)

Permission Granted: (Please circle of	one) YES	N	ю
Reason Denied:			
Village/Township Name:			
Name & Title of Official:		Phone #:	
Signature:			
Contact Person:		Phone #:	
Certificate of Insurance (COI) Requ	ired: (Please circle one)	YES	NO
Specific Verbiage Required on COI			
Fee Required: (Please circle one)	YES [Amt: \$	_] NO	
Additional Instructions/Requests: _		1.000	

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



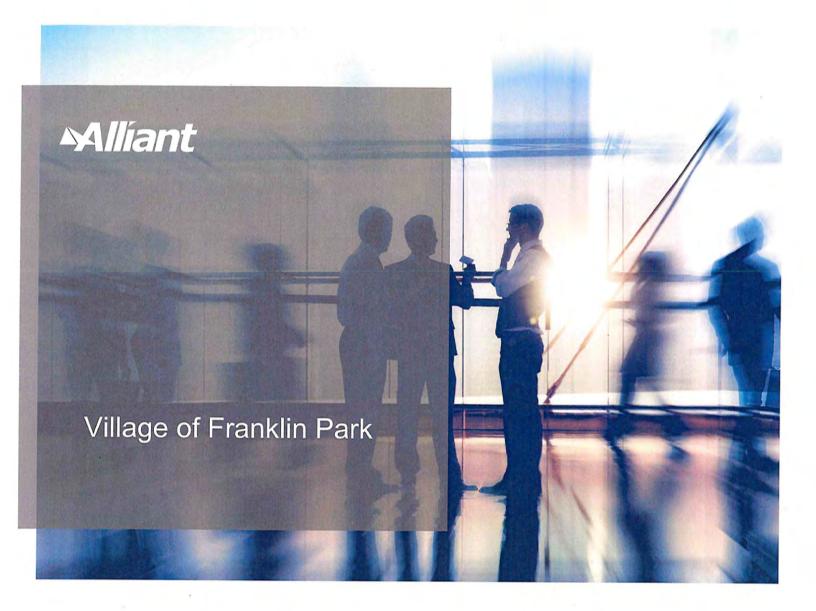
1518 W Wise Rd Schaumburg IL 60193 Tel. 847-505-5530 e-mail: getcrystalview@gmail.com

Service	Details	Price
Christmas Light Installation	Inside wrap of the 39 trees with warm white minilightsOption A (tree trunks up to 10 ft. high)Option B (tree trunk +branches, up to 14-16 ft. high total)Extra charge for red bows (12 inch or 18 inch)Our holiday lighting service includes: Design. Installation. Maintenance, Removal and Storage	\$9,300 - 10,500 \$21,560 - 37,240\$
TOTAL	<u>Year 2nd 10% discount for early installation</u> <u>Year 3rd Same price as Year 2nd</u>	

FREE QUOTE

Thank You for choosing Crystal View Window Cleaning Inc

We appreciate Your business!



Insurance Proposal

Presented by: Dan Mackey Sr. Vice President

Leah Cozad Account Executive Emilee Medeisis Account Manager

October 30, 2024

Services may be provided by Mesirow Insurance Services, Inc., an Alliant-owned company, and Alliant Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654 O (312) 595-6200 CA License No. 0803093 | 0C36861

www.alliant.com

Executive Summary

The Public Entity professionals of Alliant Insurance Services, Inc. appreciate the opportunity to present the Property, Casualty, Workers Compensation Package to the Village of Franklin Park for the term of December 1, 2024 through December 1, 2025. Illinois Counties Risk Management Trust continues to offer a competitively priced option with a broad form that is geared toward public entities and their unique exposures.

The renewal premium did take an increase that is driven by the change in the Total Insured Value of the property schedule, changes in estimated payrolls, and the marketplace conditions that are putting pressure on carriers to be stricter with the properties' valuations and factors that are increasing their rates for casualty lines. The marketplace influences are reviewed below then followed by specific changes to Franklin Park's changes in exposures.

CURRENT STATE OF THE INSURANCE MARKETPLACE

Property – There are several factors that have a direct impact on the rates offered by insurance carriers. Currently, the biggest challenge in the property insurance marketplace is the increased rates as insurers are striving to return to a profitable status. After several years of the catastrophic losses from hurricanes, west coast wildfires, Midwest flooding and tornado/hail damage claims, the underwriting continues to manage the insured property with more stringent requirements for structures safeguards and higher deductibles for catastrophic causes of loss such as flood, earthquake, and wind.

Casualty - After a decade of growing capacity, the marketplace has shrinking appetites for public entity liability risks by withdrawing from the market or reducing their capacity by putting out smaller limits. Primary Liability limits at their lower levels have stabilized over the last two renewals. Similar to Primary liability, Excess liability market has seen the limits stabilize. However, severity trends continue which gives reason to expect continued hard market conditions with carriers.

 General Liability/Public Officials/Employment Practices Liability/Sexual Abuse Molestation Litigation funding, plaintiff-friendly legal decisions, large jury awards, employment regulatory scrutiny, active assailant and sexual abuse claims are driving premiums higher for public entities.

For General liability there has been an increased focus on clarifying or excluding chemicals, Perfluorooctane Sulfonate/ Perfluorooctanoic Acid (PFOS/PFAS) known as "forever chemicals." Carriers are reducing or excluding coverage for "forever chemicals."

- Automobile Liability remains strained as auto liability continues to be a driving force behind unprofitability of casualty insurers. Auto liability capacity will continue to be limited due to rising claim frequency & severity, nuclear verdicts, and regulatory pushback on proposed rate increase
- Law Enforcement Claims are increasing in frequency and severity due to increased public scrutiny of police departments. Many markets are limiting capacity or refusing to insure the risk. Significantly higher premiums are expected to continue.
- Excess Liability There are 63% fewer public entity insurance markets than 10 years ago leading to higher rates and limited capacity. The market has hardened considerably for the past four renewal cycles, and at current premium levels the path forward is unclear and likely account specific (losses). Higher excess layers seeking disproportionately high percentage increases.
- Workers Compensation Premiums remain stable but are loss-dependent and payroll exposure based.
- Cyber Liability –First half of 2023 has seen the beginning of a softening marketplace for those Insureds that
 have gone through the necessary changes with respect to cyber security controls over the last 12 months. Rate
 increases are also subsiding due to more cyber market entrants and better entity cyber scrutiny postures.

Please see the below diagram reflecting the market trends by product line

Product Line	Pricing	Capacity	Retentions	Coverage
PROPERTY			1.200	
Challenged Exposures	↑	+		
Non-Challenged Exposures		+		
Standalone Earthquake		4	1	+
Builder's Risk (Project Specific)*	↔		+	
CASUALTY				
Seneral Liability	↔	+	↔	+
Automobile Liability	4	4	+	
Workers' Compensation	+			
Jmbrella Liability	↔			
Excess Liability				
Pollution Liability*		++	++	+
MANAGEMENT & PROFESSIONAL		and the second second		
Cyber		*		++
Employment Practice Liability				
iduciary	^	++	+	**
idelity/Crime		++		
enotes Construction-Specific Product Line				
lox Key	Positive change	Arrow Key		1 Increasing
s a buyer, is that movement positive, eutral, or something that could resent a challenge during my renewal?	Neutral/No change	What direction are pricing, capacity, limits,		Stabilizing/No change
	Potential Challenge	deductibles and coverag	Ju Decreasing	
				► Alliant

Village of Franklin Park Conditions – The incumbent's initial indication for the premium increase was at 8%. The anticipated premium assumed rating increases and typical increases in Franklin Park's exposures. The building values were trended up 4%. These values are trended each year to adjust for material and labor costs. The other rating factor was the anticipated increase in the excess liability pricing.

The renewal premium is detailed in the Premium Summary on page 6 of the proposal. The overall renewal premium for the ICRMT Package including Workers Compensation and Underground Storage Tank Liability is \$1,197,377 which is an increase from the expiring premium by \$88,671 or 8% as anticipated.

Below is a snapshot of the changes in exposures.

Exposure	2024-2025	2023-20242	Diff in \$\$	Diff in %
Total Insured Values	82,744,078	79,703,074	\$3,041,004	3.82%
Total Vehicles	101	97	4	4.12%
Total Vehicles - Value	8,855,805	7,424,052	\$1,431,753	19.29%
Gross Expenditures	\$106,277,358	\$91,879,294	\$14,398,064	15.67%
Employee Count - FT & PT	195	197	(2)	-1.02%
Police - FT	46	47	(1)	-2.13%
Total Estimated Payroll	\$15,103,331	\$14,876,791	\$226,540	1.52%
Experience Modifier	0.72	0.72	0.00	0.00%

Property – Franklin Park's exposures remain fairly constant. The 3.82% change was, as previously mentioned, was due to the trending of the building values by what is common in the marketplace of an increase of 10%.

Crime – Crime coverage, also known as Employee Dishonesty, renewal offer through ICRMT. This line of coverage also includes Faithful Duty of Performance which meets the statutory requirement of government official's to be bonded.

Liability - The distinct types of liability covered by the policy are General liability/EMT liability including Drone liability and Sexual Abuse liability. Law Enforcement liability as well as those coverages under General liability are on an occurrence basis.

- General Liability's rating basis is gross Expenditures. Franklin Park had a significant increase in their gross expenditures as detailed above. This is another factor that has driven the overall package premium up.
- Auto Liability and Auto Physical Damage are grouped together within the Package coverage. The details of
 each coverage are outlined in the proposal as well as a schedule of autos.
- Law Enforcement Liability for Franklin Park is a line of coverage that has a direct effect on the Primary and Excess Liability rating. Due to the jurisdictional challenges of Cook County with increased number of "nuclear verdicts" or jury awards exceeding \$10 million.
- Public Official Liability including Employment Practices and Employee Benefits are coverages on a claimsmade basis. The policy also offers sub-limits for two important coverages, Employee Wage Reimbursement and Non-Monetary Legal Defense.
- Cyber Liability has a \$1,000,000 each claim limit with a \$1,000,000 aggregate. The coverage is on a claimsmade basis. The coverage has a \$5,000 deductible.

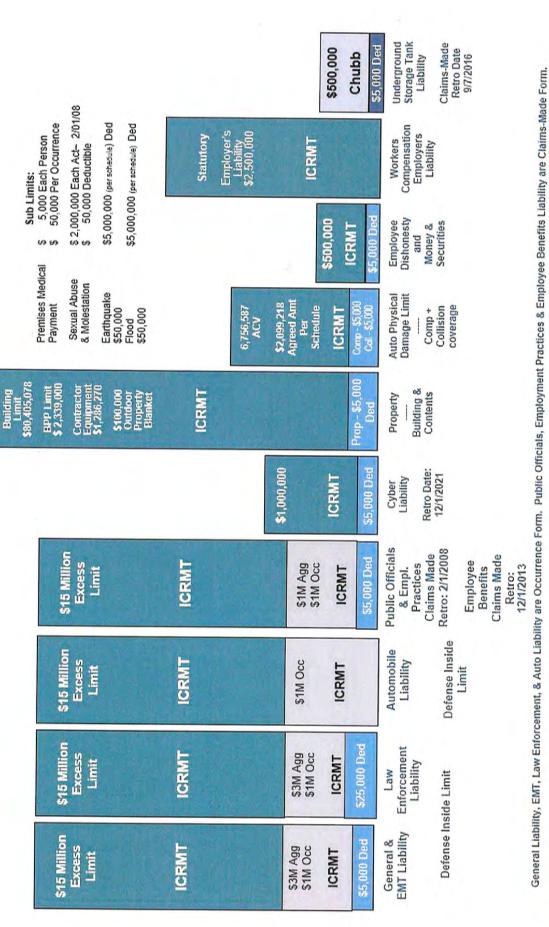
- Excess Liability is the coverage that affords additional coverage of the primary liability coverages listed above. The policy has a \$15M limit over the primary coverages with some exceptions. All of the exceptions are listed in the insurance policy but a few of the key ones to note are the Excess liability exclusions of sexual abuse, cyber, sanitary sewer backup, and workers compensation and employers' liability.
- Underground Storage Tank Liability has a \$500,000 each claim limit with a \$1,000,000 aggregate. The
 increase in premium is attributed to the aging of the tanks.

Workers' Compensation. The Village does purchase a First Dollar or Guaranteed Cost Plan. The advantages of this work comp coverage are listed directly below:

- Rate remains set for the entire policy period regardless of the loss experience
- Premium covers all the costs associated with losses and expense carrier takes all the risk and pays all the
 expenses
- · Given inconsistent loss experience from year to year, the effect of losses can be leveled out over time

We welcome discussion regarding this proposal and thank you for the privilege of working on this portion of the Village's risk management program.

Tower Illustration



All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer.

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Alliant

Premium Summary

	2021-2022	2022-2023	2023-2024	2024-2025
	ICRMT	ICRMT	ICRMT	ICRMT
Property and Inland Marine	\$457,933	\$518,600	\$706,615	\$794,393
Equipment Breakdown	included	included	included	included
Crime	included	included	included	included
General Liability	included	included	included	included
Law Enforcement Liability	included	included	included	included
Automobile	included	included	included	included
Public Officials with Employment Practices Liability	included	included	included	included
Cyber Liability	included	included	included	included
Excess Liability	included	included	included	included
Sub-Total	\$457,933	\$518,600	\$706,615	\$794,393
	ICRMT	ICRMT	ICRMT	ICRMT
Workers Compensation	\$399,782	\$402,725	\$401,214	\$402,005
	Chubb	Chubb	Chubb	Chubb
Jnderground Storage Tank Liability	\$689	\$780	\$877	\$979
INSURANCE PROGRAM TOTAL	\$858,404	\$922,105	\$1,108,706	\$1,197,377
Premium Difference	-\$465,539	\$63,701	\$186,601	\$88,671
Percentage Difference	-35.16%	7.42%	20.24%	8.00%

Payment Terms

- Premium is due within 30 days of policy inception
- Payment Plans:
 - o ICRMT Direct Bill
 - Annual \$1,196,399
 - 50/50 \$598,199
 - 25/6 \$299,100
 - Chubb Agency Bill
 - Full Pay \$979



Mailing Address: 300 Daniel Boone Trail South Roxana, IL 62087 Phone: 618-254-3855 Fax: 618-254-2200 Locations: 300 Daniel Boone Trail, South Roxana, IL 62087 43W630 Wheeler Road, Sugar Grove, IL 60554

July 11, 2024

Village of Franklin Park 10102 Pacific Ave., Franklin Park, IL. 60131 Office: (847)-260-5095

Tom McCabe Email: <u>tmccabe@smithlasalle.com</u>

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to bid The Village of Franklin Park pavement preservation program. Please accept the following as our formal proposal to apply Reclamite Maltene Based Rejuvenating Agent to selected asphalt pavement in accordance with the MPI Joint Bid: Pavement Rejuvenation Contract 024-006

- Apply Reclamite to 80,000 SY of selected asphalt pavement per the specifications set forth in the Winnetka MPI Joint Bid Pavement Rejuvenation Contract Option 2.
- CAM's responsibilities:
 - Furnish and apply Reclamite
 - Furnish and apply lime screenings
 - All traffic control and signs related to project
 - Handle any complaints or issues that may arise from application
- <u>Unit Price Reclamite: \$1.14 SY</u>

Excludes: Resident Notifications and post application street sweeping

Mike Sumrall, Operations Manager will be contacting you to schedule the project. Info: <u>mike@cammidwest.com</u>, Cell: 630-465-4142

Billing Information (please fill out upon acceptance)

Name :	Address:
Phone Number:	
Again, thank you for the opportunity.	We look forward to providing our professional services.
Sincerely,	
Rachel Lang Business Development Corrective Asphalt Materials, LLC	Mike Sumrall Operations Manager Corrective Asphalt Materials, LLC

APPROVED BY:

Sign

Date

https://correctiveasphalt.com

Reliable, Efficient Asphalt Preservation

Total Price \$91,200.00