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

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**ORDINANCE**

NUMBER 1213-VC- \_\_

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**AN ORDINANCE AMENDING SECTIONS 9-5D-1, 9-5D-3 & 9-6A-2 OF THE ZONING  
ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(ZBA 13-05)**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDALL PETERSEN**  
**ROSE RODRIGUEZ**  
**WILLIAM RUHL**  
**Trustees**

ORDINANCE NUMBER 1213-VC- \_\_

AN ORDINANCE AMENDING SECTIONS 9-5D-1, 9-5D-3 & 9-6A-2 OF THE ZONING  
ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(ZBA 13-05)

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

**WHEREAS**, the President and the Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, *et seq.*, of the Illinois Municipal Code by adopting the Franklin Park Zoning Ordinance in 1974 (Ord. 7475 Z 10), as amended from time to time; and

**WHEREAS**, a text amendment application, ZBA 13-05, has been submitted to the Village requesting amendments to Sections 9-5D-1, 9-5D-3 and 9-6A-2 of the Franklin Park Zoning Ordinance (the "*Proposed Amendment*"); and

**WHEREAS**, the Zoning Board of Appeals held a public hearing on April 10, 2013 as to whether the Proposed Amendment should be approved, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, a public notice in the form required by law was given of said April 10, 2013 public hearing date by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing date in the Franklin Park Herald-Journal, a newspaper of general circulation published in this Village; and

**WHEREAS**, the Zoning Board of Appeals has filed its findings of fact and

recommendations that the Proposed Amendment to Sections 9-5D-1, 9-5D-3 and 9-6A-2 of the Franklin Park Zoning Ordinance be granted, and the Corporate Authorities have duly considered said findings of fact and recommendations; and

**WHEREAS**, the Corporate Authorities have determined, in the best interest of the health, safety and welfare of the residents of the Village, to further amend the text of the Franklin Park Zoning Ordinance (Ord. 7475 Z 10), as amended.

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

**Section 1.** The above 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 President and the Board of Trustees find and determine that the adoption of the Proposed Amendment is in the public interest, and is in furtherance of the progressive demands of orderly Village development.

**Section 3.** Section 9-5D-1 of Chapter 5 of Title 9, entitled “Intent; Conditions of Allowed Uses”, is hereby amended by inserting the following language in Subparagraph C thereof:

C. Accessory Parking: The unenclosed parking of trucks/commercial vehicles that serve as an accessory use to a primary use with a loading berth, of land adjacent to residential property shall be screened there from by a wall, fence or densely planted compact hedge, not less than five feet (5’), nor more than eight feet (8’) in height.

**Section 4.** Section 9-5D-3 of Chapter 5 of Title 9, entitled “Conditional Uses”, is hereby amended by inserting the following text to follow the term “Accessory uses”:

Accessory uses, however, for purposes herein, parking for more than one hour or storage of trucks, trailers and other commercial vehicles, which exceed one and one-half tons in capacity, is an allowable accessory use only on zoning lots which contain an active principal use and at least one loading berth.

**Section 5.** Section 9-5D-3 of Chapter 5 of Title 9, entitled “Conditional Uses”, is hereby amended by inserting the following text to follow the term “Parking lots and structures”:

Parking lots and structures, other than truck parking areas or yards, which uses are specifically prohibited.

**Section 6.** Section 9-6A-2 of Chapter 6 of Title 9, entitled “Permitted Uses”, is hereby amended by inserting the following text to follow the phrase “Accessory uses, incidental to, and on the same lot as the principal use”:

Accessory uses, incidental to, and on the same lot as the principal use, however, for purposes herein, parking for more than one hour or storage of trucks, trailers and other commercial vehicles, which exceed one and one-half tons in capacity, is an allowable accessory use only on zoning lots which contain an active principal use and at least one loading berth.

**Section 7.** Section 9-6A-2 of Chapter 6 of Title 9, entitled “Permitted Uses”, is hereby amended by inserting the following text to follow the term “Parking lots”:

Parking lots and structures, other than truck parking areas or yards, which uses are specifically prohibited.

**Section 8.** All sections of the Franklin Park Zoning Ordinance not addressed in this Ordinance or another amending ordinance shall remain in full force and effect.

**Section 9.** 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 10.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 11.** 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 April 2013, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of April 2013.

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

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

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

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**ORDINANCE**

**NUMBER 1213-G- \_\_**

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**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK  
COUNTY, ILLINOIS AMENDING ORDINANCE NUMBER 1112-G-49  
(AMEND SALARY SCHEDULE ORDINANCE)**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDALL PETERSEN**  
**ROSE RODRIGUEZ**  
**WILLIAM RUHL**  
**Trustees**

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ORDINANCE NUMBER 1213-G- \_\_

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AMENDING ORDINANCE NUMBER 1112-G-49 (AMEND SALARY SCHEDULE ORDINANCE)

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

WHEREAS, on September 19, 2011, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") approved Ordinance Number 1112-G-49 entitled "*An Ordinance of the Village of Franklin Park, Cook County, Illinois, Establishing Salary Schedules and Other Compensation*" (the "*Salary Schedule Ordinance*"), as from time to time supplemented and amended; and

WHEREAS, the Corporate Authorities find it necessary to amend the Salary Schedule Ordinance in order to accurately reflect salary schedule adjustments and the reassignment of duties amongst personnel.

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.** That "Section 5" of the Salary Schedule Ordinance is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

“Section 5. The wages and salaries provided for herein shall apply only to those employees and officers duly appointed and qualified to hold such positions and shall be in full force and effective as set forth herein on May 1, 2011, and shall be paid when funds become available for such purpose. On May 1, 2012 through and including April 30, 2013, ~~and each such fiscal year period thereafter~~, the wages and salaries provided for herein shall be automatically increased on the 1<sup>st</sup> of ~~each~~ May by such percentage as calculated by the Director of Health and Human Resources and the Village Comptroller. The Health and Human Resources Director and Village Comptroller shall calculate such percentage by ascertaining in the Agreement by and between the Village of Franklin Park and the Illinois Fraternal Order of Police Labor Council, Franklin Park Lodge Number 47 and the Agreement by and between the Village of Franklin Park and the International Association of Firefighters, Local 1526, the percentile increase in wages of each respective bargaining unit for the applicable fiscal year and proceed to average out said percentages to determine the ~~annual~~ percentage for the increase in the wages and salaries of the employees and officers herein identified, and shall apply said increase only to those current employees and officers duly appointed and qualified to hold such positions and shall be paid when funds become available for such purpose. For the period May 1, 2013 through and including April 30, 2014, and each such fiscal year period thereafter, the wages and salaries herein identified shall only be increased by further action of the Board of Trustees. Elected Officials shall not receive an increase in annual salary.”

**Section 3.** This Ordinance, and its parts, are declared to be severable and any section, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

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

**Section 5.** This Ordinance shall be in full force and effect immediately upon its passage and approval to ensure that public services are maintained and the health, safety and welfare of the residents of the Village is duly protected.



**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of April 2013, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_ day of April 2013.

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

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

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

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**ORDINANCE**

**NUMBER 1213-G-\_\_**

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**AN ORDINANCE AMENDING THE REVOLVING CREDIT AGREEMENT DATED  
FEBRUARY 14, 2012 BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK,  
COOK COUNTY, ILLINOIS AND PAN AMERICAN BANK**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDALL PETERSEN**  
**ROSE RODRIGUEZ**  
**WILLIAM RUHL**  
**Trustees**

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ORDINANCE NUMBER 1213-G-

AN ORDINANCE AMENDING THE REVOLVING CREDIT AGREEMENT DATED  
FEBRUARY 14, 2012 BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK,  
COOK COUNTY, ILLINOIS AND PAN AMERICAN BANK

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

WHEREAS, the Village and Pan American Bank entered into a Revolving Credit Agreement, dated February 14, 2012, and now desire to amend said Agreement; and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have determined that it is advisable, necessary and in the best interest of the health, safety and welfare of the residents of the Village to amend the term of the existing Revolving Credit Agreement with Pan American Bank.

**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 Change in Terms Agreement by and between the Village of Franklin Park and Pan America Bank (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be recommended by the Village Comptroller and

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

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

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

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

**Section 6.** This Ordinance shall be in full force and effect upon its passage and approval to ensure that public services are maintained and the health, safety and welfare of the residents of the Village is duly protected.

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of April 2013, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of April 2013.

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

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

Exhibit A

*Agreement*

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

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**ORDINANCE**

NUMBER 1213-G- \_\_

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

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**BARRETT F. PEDERSEN, Village President  
TOMMY THOMSON, Village Clerk**

**TOM BRIMIE  
JOHN JOHNSON  
CHERYL MCLEAN  
RANDALL PETERSEN  
ROSE RODRIGUEZ  
WILLIAM RUHL  
Trustees**

ORDINANCE NUMBER 1213-G- \_\_

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

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

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

WHEREAS, the Department of Inspectional Services requires such service as part of its 2013 Grass Cutting Enforcement Program (the "*Program*"); and

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

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

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

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



hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

**Section 3.** The officials, officers, 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 April 2013, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of April 2013.

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

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

**Exhibit A**

*Agreement*

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

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

**WITNESSETH**

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

**PRELIMINARY STATEMENTS**

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

- A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and
- B. The Contractor is in the business of providing grass cutting service; and
- C. The Department of Inspectional Services (the "*Department*") requires grass cutting services as part of its 2013 Grass Cutting Enforcement Program (the "*Program*"); and
- D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

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

**SECTION 1. SCOPE OF SERVICES**

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

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

## SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service an amount not to exceed Twenty Two Dollars and no/100 (\$22.00) for each property receiving Service from the Contractor; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

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

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

## SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

#### SECTION 4. RIGHTS OF TERMINATION

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

#### SECTION 5. GOVERNING LAW

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

#### SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files

undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

#### SECTION 7. GENERAL

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

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

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

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

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

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

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

representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

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

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

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

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

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

<i>If to Village:</i>	Village of Franklin Park 9500 West Belmont Avenue Franklin Park, Illinois 60131 Attn: Carmen Cupello
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*If to Contractor:* Jesse's Lawn Service  
9502 Davis  
Franklin Park, Illinois 60131

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

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

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

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

#### SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall

automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2013.

*(Intentionally Left Blank)*

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

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

By: \_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Contractor,

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

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

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

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

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

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**ORDINANCE**

NUMBER 1213-G- \_\_

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

---

**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDALL PETERSEN**  
**ROSE RODRIGUEZ**  
**WILLIAM RUHL**  
**Trustees**

ORDINANCE NUMBER 1213-G- \_\_

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

---

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

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

**WHEREAS**, the Department of Inspectional Services requires such service as part of its 2013 Grass Cutting Enforcement Program (the "*Program*"); and

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

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

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

**Section 2.** The Agreement to Contract for Grass Cutting Service for Properties Identified by the Department of Inspectional Services by and between the Village of Franklin Park,

Cook County, Illinois and Rosemont Landscaping (the "Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of April 2013, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of April 2013.

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

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

**Exhibit A**

*Agreement*



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

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

**WITNESSETH**

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

**PRELIMINARY STATEMENTS**

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

- A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and
- B. The Contractor is in the business of providing grass cutting service; and
- C. The Department of Inspectional Services (the "*Department*") requires grass cutting services as part of its 2013 Grass Cutting Enforcement Program (the "*Program*"); and
- D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

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

**SECTION 1. SCOPE OF SERVICES**

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

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

## SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service an amount not to exceed Twenty Two Dollars and no/100 (\$22.00) for each property receiving Service from the Contractor; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

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

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

## SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

#### SECTION 4. RIGHTS OF TERMINATION

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

#### SECTION 5. GOVERNING LAW

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

#### SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files

undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

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

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

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

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

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

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

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

representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

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

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

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

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

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

*If to Village:* Village of Franklin Park  
9500 West Belmont Avenue  
Franklin Park, Illinois 60131  
Attn: Carmen Cupello

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

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

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

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

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

#### SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall

automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2013.

*(Intentionally Left Blank)*

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

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

By: \_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Contractor,

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

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

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

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



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

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**ORDINANCE**

NUMBER 1213-G- \_\_

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

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDALL PETERSEN**  
**ROSE RODRIGUEZ**  
**WILLIAM RUHL**  
**Trustees**

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ORDINANCE NUMBER 1213-G- \_\_

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

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

WHEREAS, Quezada Landscaping, located at 3029 Ernst, Franklin Park, Illinois, is in the business of providing grass cutting service; and

WHEREAS, the Department of Inspectional Services requires such service as part of its 2013 Grass Cutting Enforcement Program (the "*Program*"); and

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

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

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

**Section 2.** The Agreement to Contract for Grass Cutting Service for Properties Identified by the Department of Inspectional Services by and between the Village of Franklin Park,

Cook County, Illinois and Quezada Landscaping (the "Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of April 2013, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of April 2013.

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

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

**Exhibit A**

*Agreement*

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

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Quezada Landscaping, located at 3029 Ernst, Franklin Park, Illinois 60131 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

**WITNESSETH**

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

**PRELIMINARY STATEMENTS**

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

- A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and
- B. The Contractor is in the business of providing grass cutting service; and
- C. The Department of Inspectional Services (the "*Department*") requires grass cutting services as part of its 2013 Grass Cutting Enforcement Program (the "*Program*"); and
- D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

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

**SECTION 1. SCOPE OF SERVICES**

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

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

## SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service an amount not to exceed Twenty Two Dollars and no/100 (\$22.00) for each property receiving Service from the Contractor; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

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

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

## SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

#### SECTION 4. RIGHTS OF TERMINATION

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

#### SECTION 5. GOVERNING LAW

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

#### SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files



undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

#### SECTION 7. GENERAL

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

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

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

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

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

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

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

representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

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

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

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

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

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

*If to Village:* Village of Franklin Park  
9500 West Belmont Avenue  
Franklin Park, Illinois 60131  
Attn: Carmen Cupello

*If to Contractor:* Quezada Landscaping  
3029 Ernst  
Franklin Park, Illinois 60131

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

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

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

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

#### SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall

automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2013.

*(Intentionally Left Blank)*

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

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

By: \_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Contractor,

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

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

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

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