

**VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
08/14/23**

<u>Payroll Ending</u>	<u>7/15/2023</u>	<u>7/29/2023</u>	<u>TOTALS</u>
Village Portion of Social Security	10,976.95	11,194.63	
Village Portion of Medicare	8,054.63	8,398.16	
Prior Month Village Portion of IMRF		5,683.03	
Net Payroll	<u>502,908.02</u>	473,764.75	
Special Payroll (Police ETO Buyback)		<u>53,784.36</u>	
Total Payroll Expense	521,939.60	552,824.93	\$ 1,074,764.53

Manual Checks & Wires

Manual Checks		<u>79,546.65</u>	
Total Manual Checks & Wires			\$ 79,546.65

ACH Debits

Health Insurance Premium		283,935.16	
City of Chicago (Water Payment)		<u>374,878.08</u>	
Total ACH Debits			\$ 658,813.24

Payable Vouchers

Payable Voucher 08-04-23		38,894.51	
Payable Voucher 08-18-23		<u>3,822,929.46</u>	
Total Payable Vouchers			\$ 3,861,823.97

Grand Total Payments

\$ 5,674,948.39

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
 Printed: 08/10/2023 - 2:50PM
 Batch: 00218.08.2023



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3443	IST AYD CORPORATION			Check Sequence: 1	ACH Enabled: False
PSI622722	Tote bags	627.90	08/18/2023	10-90-82630	
PSI623009	Tissues and towels	153.04	08/18/2023	10-90-62680	
PSI624962	Yellow vests	656.53	08/18/2023	10-90-60600	
	Check Total:	1,437.47			
Vendor: 5002	34 PUBLISHING, INC.			Check Sequence: 2	ACH Enabled: False
37152	Design services for August 2023 newsletter	450.00	08/18/2023	10-01-51880	
	Check Total:	450.00			
Vendor: 2261	A LAMP CONCRETE CONTRACTORS, INC.			Check Sequence: 3	ACH Enabled: False
469.21.3	10500 Grand Ave redevelopment 7/10-8/4/2023	30,962.35	08/18/2023	22-01-64000	
586.22.1	Schiller Blvd Roadway improvements phase 1, 7/24-8/3/2023	313,578.81	08/18/2023	65-10-86000	
	Check Total:	344,541.16			
Vendor: 2615	A.W.E.S.O.M.E. PEST SERVICE INC.			Check Sequence: 4	ACH Enabled: False
5785	Exterminating services- July 2023- 5 srves	637.50	08/18/2023	10-60-62460	
	Check Total:	637.50			
Vendor: 1259	ACE HARDWARE - FIRE			Check Sequence: 5	ACH Enabled: False
144442/1	Station 2 supplies	64.53	08/18/2023	10-30-62050	
144481/1	Station 2 propane refill	55.01	08/18/2023	10-30-62050	
144611/1	Water nozzle, cleaner, trash bags	29.96	08/18/2023	10-30-62050	
144618/1	Paint and metal polish	32.93	08/18/2023	10-30-62050	
	Check Total:	182.43			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 6	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
144601/1	Plumbing supplies and fixtures	86.15	08/18/2023	34-01-62590	
144687/1	Spray, primer grey	254.84	08/18/2023	10-90-62600	
	Check Total:	340.99			
Vendor: 1264	ACE HARDWARE - STREETS			Check Sequence: 7	ACH Enabled: False
144095/1	Cover outlet, Ham drive	74.97	08/18/2023	10-90-62590	
144606/1	Pail, spraypaint	77.94	08/18/2023	10-90-62070	
	Check Total:	152.91			
Vendor: 3364	ADP SCREENING & SELECTION			Check Sequence: 8	ACH Enabled: False
1245111-07-2023	Monthly screening services July2023	79.10	08/18/2023	10-60-60000	
	Check Total:	79.10			
Vendor: 3050	AIR ONE EQUIPMENT, INC.			Check Sequence: 9	ACH Enabled: False
196073	VP fuels	711.00	08/18/2023	10-90-50200	
	Check Total:	711.00			
Vendor: 3576	AIRGAS USA, LLC			Check Sequence: 10	ACH Enabled: False
5500715556	Cylinder lease renewal	502.70	08/18/2023	10-30-62090	
	Check Total:	502.70			
Vendor: 0149	AL PIEMONTE FORD SALES, INC.			Check Sequence: 11	ACH Enabled: False
783813	Shift lever, tube, plunger #235	108.27	08/18/2023	08-01-50090	
	Check Total:	108.27			
Vendor: 0013	ALLIED ASPHALT PAVING CO.			Check Sequence: 12	ACH Enabled: False
246595	N50D surface	1,604.88	08/18/2023	10-90-62600	
246954	N50D surface	1,081.38	08/18/2023	10-90-62600	
247240	N50D surface	425.45	08/18/2023	10-90-62600	
	Check Total:	3,111.71			
Vendor: 1634	ALPHA PRIME COMMUNICATIONS			Check Sequence: 13	ACH Enabled: False
118766	Installation of equipment	13,990.00	08/18/2023	07-01-80600	
119031	Installation of portable antennas	25,600.00	08/18/2023	07-01-80600	
51854S	Configuration and installation of loaner router	450.00	08/18/2023	07-01-80600	
51859S	FCC application for antenna structure registration	905.00	08/18/2023	07-01-80600	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	40,945.00			
Vendor: 5347	ARAMARK			Check Sequence: 14	ACH Enabled: False
6020127037	Carpet service	173.71	08/18/2023	10-13-52600	
6020140425	Carpet service	119.48	08/18/2023	10-20-52600	
6020142611	Carpet service	119.48	08/18/2023	10-20-52600	
6020144759	Carpet service	119.48	08/18/2023	10-20-52600	
6020144760	Carpet service	199.77	08/18/2023	10-13-52600	
6020146951	Carpet service	119.48	08/18/2023	10-20-52600	
6020146952	Carpet service	199.77	08/18/2023	10-13-52600	
6020148830	Carpet service	119.48	08/18/2023	10-20-52600	
6020148831	Carpet service	199.77	08/18/2023	10-13-52600	
6020151309	Carpet service	199.77	08/18/2023	10-13-52600	
	Check Total:	1,570.19			
Vendor: 2809	ARTISTIC ENGRAVING			Check Sequence: 15	ACH Enabled: False
21428	Retirement badges, new officer badges, cases	1,254.50	08/18/2023	10-20-60331	
	Check Total:	1,254.50			
Vendor: 5242	AT&T			Check Sequence: 16	ACH Enabled: False
847233023407	Multiple single line charges PD- July	230.08	08/18/2023	10-02-51200	
847233053507	Multiple single line charges PD- July	169.69	08/18/2023	10-02-51200	
	Check Total:	399.77			
Vendor: 1412	BATTERY SERVICE CORP			Check Sequence: 17	ACH Enabled: False
0100955	Motorcraft (65) batteries- 2 batteries stock inventory	265.90	08/18/2023	08-01-50020	
0100955	Motorcraft (94R) batteries- 2 batteries stock inventory	279.90	08/18/2023	08-01-50020	
0100956	4 batteries end loader	542.00	08/18/2023	08-01-50090	
0101193	Motorcraft batteries #484 (2 @ \$128.95)	257.90	08/18/2023	08-01-50090	
	Check Total:	1,345.70			
Vendor: 0925	BELLWOOD ELECTRIC MOTORS, INC.			Check Sequence: 18	ACH Enabled: False
2168	Service to work on lift station at 17th ave	5,200.00	08/18/2023	34-02-50940	
2169	Service to work on pump at Taft Ave lift station	8,400.00	08/18/2023	34-02-50940	
2187	Service call to remove pump #1 from Curtis station	3,800.00	08/18/2023	34-01-50940	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2192	Service to remove pump #1 - Fullerton lift station	3,800.00	08/18/2023	34-02-63070	
2205	Replace mechanical seals, bearings, gaskets, windings	6,900.00	08/18/2023	34-02-63070	
2206	Service to install pump #1 back in service-Fullerton lift station	4,500.00	08/18/2023	34-02-50940	
2222	Service to work on pump #2	3,900.00	08/18/2023	34-01-50940	
	Check Total:	36,500.00			
Vendor: 1009	Bitner's Spray Equipment			Check Sequence: 19	ACH Enabled: False
81489	Air filters, repair kits, oil	846.59	08/18/2023	10-90-62780	
	Check Total:	846.59			
Vendor: 1764	BIUNDO LANDSCAPING			Check Sequence: 20	ACH Enabled: False
3Aug2023	July vacant & foreclosure grass cutting -10500 Grand	560.00	08/18/2023	43-01-59000	
3Aug2023	July vacant & foreclosure grass cutting - 9115 Grand	150.00	08/18/2023	10-13-53000	
4Aug2023	Senior grass cutting 135 cuts @\$27 each July2023	3,645.00	08/18/2023	10-60-63550	
	Check Total:	4,355.00			
Vendor: 1571	BRADY INDUSTRIES			Check Sequence: 21	ACH Enabled: False
8124414	Supplies	338.00	08/18/2023	34-02-52200	
8137301	Supplies	237.62	08/18/2023	10-20-52600	
8176465	Supplies	135.94	08/18/2023	10-20-52600	
	Check Total:	711.56			
Vendor: 1609	BRISTOL HOSE & FITTING			Check Sequence: 22	ACH Enabled: False
3521027	Hydraulic hose and fittings sweeper 1	259.31	08/18/2023	08-01-50009	
	Check Total:	259.31			
Vendor: 0416	C.O.P.S & F.I.R.E PERSONAL TESTING SERV			Check Sequence: 23	ACH Enabled: False
108279	Fire testing	1,700.00	08/18/2023	10-40-62270	
108311	Fire testing	450.00	08/18/2023	10-40-62270	
	Check Total:	2,150.00			
Vendor: 2389	CARRERA LANDSCAPING			Check Sequence: 24	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
07312023	July vacant and foreclosure lots grass cutting	1,275.00	08/18/2023	10-13-53000	
08012023	Senior grass cutting 98 cuts @\$27 each July 2023	2,646.00	08/18/2023	10-60-63550	
	Check Total:	3,921.00			
Vendor: 4252 1295679-01	CHICAGO SPENCE TOOL & RUBBER Washers, hex nuts	44.10	08/18/2023	Check Sequence: 25 10-90-62780	ACH Enabled: False
	Check Total:	44.10			
Vendor: 2929 065594293000 065594293000	CHICAGO TRIBUNE MEDIA GROUP # 7338974 Legal notice for meetings 2023 # 7342820 Online notice of public hearing (ZBA 22-19)	66.31 38.02	08/18/2023 08/18/2023	Check Sequence: 26 10-18-51840 10-12-53170	ACH Enabled: False
067414293000	# 7358115 Online notice of public hearing (ZBA 22-19)	38.02	08/18/2023	10-12-53170	
067414293000	# 7358123 Online notice of public hearing (ZBA 23-01)	40.60	08/18/2023	10-12-53170	
070369094000	# 7389787 Phase 3 Industrial ad	192.62	08/18/2023	10-18-51840	
070369094000	# 7397379 Online notice of public hearing (ZBA 23-04)	32.02	08/18/2023	10-12-53170	
070369094000	# 7397382 Online notice of public hearing (ZBA 23-05)	33.74	08/18/2023	10-12-53170	
	Check Total:	441.33			
Vendor: 0968 61H14-14	CHRISTOPHER B. BURKE ENGINEERING, L Franklin Ave Phase III engineering (5/28-7/1/23)	81,506.56	08/18/2023	Check Sequence: 27 65-10-54600	ACH Enabled: False
	Check Total:	81,506.56			
Vendor: 5656 224611	CITY OF AURORA Water samples June 2023	210.00	08/18/2023	Check Sequence: 28 34-01-62850	ACH Enabled: False
	Check Total:	210.00			
Vendor: 3648 0141239July23 0155544Aug23 0310503Aug23	COMCAST Cable TV for streets for Aug VPN connection for VH for Aug Cable TV for VH for Aug	4.22 217.85 195.67	08/18/2023 08/18/2023 08/18/2023	Check Sequence: 29 10-02-51200 10-02-51200 10-02-51200	ACH Enabled: False
	Check Total:	417.74			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 2085 2108	COMPCOREPRO Monthly service agreement Aug2023	1,000.00	08/18/2023	Check Sequence: 30 10-32-57000	ACH Enabled: False
	Check Total:	1,000.00			
Vendor: 3302 T129120 T145137	CORE & MAIN LP HW sewer pipes Hex bolts, gaskets, studs	4,020.66 6,690.32	08/18/2023 08/18/2023	Check Sequence: 31 34-02-63070 34-01-62860	ACH Enabled: False
	Check Total:	10,710.98			
Vendor: 1337 328334	CORPORATE BUSINESS CARDS, LTD July newsletters	2,336.71	08/18/2023	Check Sequence: 32 10-01-51880	ACH Enabled: False
	Check Total:	2,336.71			
Vendor: 1071 15003665	COZEN O'CONNOR Lobbyist services July2023	3,500.00	08/18/2023	Check Sequence: 33 10-12-67560	ACH Enabled: False
	Check Total:	3,500.00			
Vendor: 2352 3224310	CRITICAL TECHNOLOGY SOLUTIONS Skywatch service	4,246.05	08/18/2023	Check Sequence: 34 10-20-60350	ACH Enabled: False
	Check Total:	4,246.05			
Vendor: 1464 0000385864 0000386255 0000388248 0000388619 0000388631 0000389436	D&P CONSTRUCTION CO., INC Switches Switches Switches Switches Switches Switches	455.00 455.00 455.00 2,460.00 3,152.25 1,178.00	08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023	Check Sequence: 35 09-01-64000 09-01-64000 09-01-64000 09-01-64000 09-01-64000 09-01-64000	ACH Enabled: False
	Check Total:	8,155.25			
Vendor: 4032 07212023	ANTHONY DI NELLA Refund for pre sale inspection- applied twice	100.00	08/18/2023	Check Sequence: 36 10-13-30765	ACH Enabled: False
	Check Total:	100.00			
Vendor: 3126 1795198	DLT SOLUTIONS, LLC Reverse 911	5,457.13	08/18/2023	Check Sequence: 37 10-30-62190	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	5,457.13			
Vendor: 3093 4579	DOBSON ENTERTAINMENT, INC Social media video- Building dept	900.00	08/18/2023	Check Sequence: 38 10-01-51880	ACH Enabled: False
	Check Total:	900.00			
Vendor: 1668 055676	DUPAGE TOPSOIL, INC Semi pulv	405.00	08/18/2023	Check Sequence: 39 34-01-62860	ACH Enabled: False
	Check Total:	405.00			
Vendor: 1755 31316 31321	E. HOFFMAN, INC Mixed load spoils hauled out Mixed load spoils hauled out	5,170.00 1,880.00	08/18/2023 08/18/2023	Check Sequence: 40 34-01-62860 34-02-63070	ACH Enabled: False
	Check Total:	7,050.00			
Vendor: 5498 4594579	EFAX CORPORATE Efax software for HR- July	34.99	08/18/2023	Check Sequence: 41 10-02-54200	ACH Enabled: False
	Check Total:	34.99			
Vendor: 3829 10922	ELECTRICAL SYSTEMS, INC Scada upgrade	81,000.00	08/18/2023	Check Sequence: 42 34-01-88911	ACH Enabled: False
	Check Total:	81,000.00			
Vendor: 6002 ESS3013 ESS3026 ESS3035	ELECTRONIC SECURITY SOLUTIONS, INC. Service and maint July2023 Service and maint Aug2023 50% deposit for (2) parking meter machines	350.00 350.00 13,663.80	08/18/2023 08/18/2023 08/18/2023	Check Sequence: 43 41-01-63220 41-01-63220 41-01-63255	ACH Enabled: False
	Check Total:	14,363.80			
Vendor: 3278 117123	ELEVATOR INSPECTION SERVICES Inspections performed on Village elevators throughout town	57.00	08/18/2023	Check Sequence: 44 10-13-60550	ACH Enabled: False
	Check Total:	57.00			
Vendor: 2570 2572594	EMERGENCY MEDICAL PRODUCTS, INC EMS supplies	432.24	08/18/2023	Check Sequence: 45 10-30-82080	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	432.24			
Vendor: 4039	EUCLID MANAGERS			Check Sequence: 46	ACH Enabled: False
5396090July23	Dental August2023	14,735.68	08/18/2023	10-52-62390	
5396090July23	Vision August2023	858.73	08/18/2023	10-52-62390	
5396090July23	Short term disability August2023	3,724.19	08/18/2023	10-52-62370	
5396090July23	Long term disability August2023	1,235.53	08/18/2023	10-52-62370	
5396090July23	Voluntary Life August2023	1,136.41	08/18/2023	10-52-59000	
	Check Total:	21,690.54			
Vendor: 3241	F.W. KLINE INC.			Check Sequence: 47	ACH Enabled: False
61269	Drill open and install lock on metra pay box	319.65	08/18/2023	41-01-63220	
	Check Total:	319.65			
Vendor: 4183	DBA POLLARDWATER FERGUSON ENTERI			Check Sequence: 48	ACH Enabled: False
0241962	(4) sonoscopes	117.93	08/18/2023	34-01-62070	
	Check Total:	117.93			
Vendor: 4788	FERGUSON WATERWORKS #2516			Check Sequence: 49	ACH Enabled: False
0466838	R900 magnets	71.25	08/18/2023	34-01-62825	
	Check Total:	71.25			
Vendor: 2034	FIRE SERVICE, INC.			Check Sequence: 50	ACH Enabled: False
IL-7871	Engine 477 repairs	6,164.56	08/18/2023	10-30-50110	
IL-7989	Engine 478 repairs	13,826.20	08/18/2023	10-30-50110	
IL-8005	Engine 477 repairs	1,700.00	08/18/2023	10-30-50110	
IL-8062	Truck 2 repairs	12,167.59	08/18/2023	10-30-50110	
IL-8063	Truck 2 repairs	6,545.39	08/18/2023	10-30-50110	
	Check Total:	40,403.74			
Vendor: 3061	FIRESTONE COMPLETE AUTO CARE			Check Sequence: 51	ACH Enabled: False
274735	Parts and labor for 4 tires #875	594.84	08/18/2023	10-20-50300	
275093	Parts and labor patch tire #230	20.99	08/18/2023	08-01-50034	
275096	Parts and labor 1 tire #871	178.94	08/18/2023	08-01-50020	
	Check Total:	794.77			
Vendor: 0081	FRANKLIN PARK PLUMBING CO., INC.			Check Sequence: 52	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
13873	Excavation and repair of 12" sanitary sewer and replacement	7,268.00	08/18/2023	34-02-63070	
13874	Excavation and repair of 12" sanitary sewer and replacement	5,920.00	08/18/2023	34-02-63070	
13879	Excavation and repair of water main break @Chestnut & Washington	4,690.00	08/18/2023	34-01-62860	
	Check Total:	17,878.00			
Vendor: 4885	FREEDOM HEATING & COOLING, INC			Check Sequence: 53	ACH Enabled: False
34134066	Service call to Admin for water leaks in ceiling tiles	285.00	08/18/2023	10-13-52600	
34140941	Service call to Admin to replace filters	560.00	08/18/2023	10-13-52600	
	Check Total:	845.00			
Vendor: 6062	GBJ SALES, LLC			Check Sequence: 54	ACH Enabled: False
4954	Cleaning supplies	753.65	08/18/2023	10-90-62680	
	Check Total:	753.65			
Vendor: 5200	GRAINGER			Check Sequence: 55	ACH Enabled: False
9755962181	Angle grinder kit and sewer nozzle	488.44	08/18/2023	34-02-62070	
9772791399	Worm gear hose clamps	27.18	08/18/2023	10-90-62070	
	Check Total:	515.62			
Vendor: 4516	GW & ASSOCIATES, PC			Check Sequence: 56	ACH Enabled: False
2307276	Payroll processing June2023	3,600.00	08/18/2023	10-60-51900	
	Check Total:	3,600.00			
Vendor: 1555	H&H ELECTRIC COMPANY			Check Sequence: 57	ACH Enabled: False
41718	Remaining balance for FP fest	4,897.40	08/18/2023	10-61-69561	
41770	Traffic signal maint- various locations	926.25	08/18/2023	10-90-62690	
41788	Traffic signal maint- Franklin Ave & 25th Ave	446.75	08/18/2023	10-90-62690	
	Check Total:	6,270.40			
Vendor: 1026	HARPOS V LP AUTOPARTS			Check Sequence: 58	ACH Enabled: False
10156-1	credit on invoice	-31.22	08/18/2023	08-01-50008	
10402-1	Sway bar bushings #875	19.53	08/18/2023	08-01-50020	
10408-1	Stabilizer bar #875	36.77	08/18/2023	08-01-50020	
10412-1	Spark plugs #875	33.12	08/18/2023	08-01-50020	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
10453-1	Blower motor #272	129.95	08/18/2023	08-01-50020	
10509-1	Cabin filters #1881	29.10	08/18/2023	08-01-50090	
10569-1	Hub bearing assembly #1870	148.99	08/18/2023	08-01-50008	
10573-1	Thermostat & Felro #227	14.58	08/18/2023	08-01-50090	
10586-1	Radiator #227	281.43	08/18/2023	08-01-50090	
10587-1	Purge solenoid #1870	48.25	08/18/2023	08-01-50008	
10588-1	Trans fix #1870	16.99	08/18/2023	08-01-50008	
10608-1	Vacuum motor #227	48.99	08/18/2023	08-01-50090	
	Check Total:	776.48			
Vendor: 1929	HOLIDAY OUTDOOR DECOR.			Check Sequence: 59	ACH Enabled: False
INV9306	Snowflakes, Xmas decor	2,690.11	08/18/2023	10-61-69580	
	Check Total:	2,690.11			
Vendor: 4824	ILEAS			Check Sequence: 60	ACH Enabled: False
DUES12381	Annual membership	240.00	08/18/2023	10-20-52100	
	Check Total:	240.00			
Vendor: 1860	ILLINOIS COUNTIES RISK MANAGEMENT			Check Sequence: 61	ACH Enabled: False
DED6140972	Claim #220420W028	248.87	08/18/2023	10-32-62190	
DED6141001	Claim #230118W018	3,470.00	08/18/2023	10-32-62190	
	Check Total:	3,718.87			
Vendor: 3916	ILLINOIS DEPT OF TRANS- IDOT			Check Sequence: 62	ACH Enabled: False
125522	Village's 20% share of cost for Franklin Ave- 11/1/22-2/28/23	783,039.75	08/18/2023	65-10-54700	
125719	Village's 20% share of cost for Franklin Ave- 3/1/22-5/25/23	530,954.68	08/18/2023	65-10-54700	
	Check Total:	1,313,994.43			
Vendor: 3564	ILLINOIS EPA			Check Sequence: 63	ACH Enabled: False
ILM5800292023	Annual NPDES fee FY2024 billing	5,000.00	08/18/2023	34-02-63070	
ILR400195A2023	Annual NPDES fee for stormwater	1,000.00	08/18/2023	34-02-63070	
	Check Total:	6,000.00			
Vendor: 0557	ILLINOIS STATE POLICE			Check Sequence: 64	ACH Enabled: False
20230603047	Liquor control comm	28.25	08/18/2023	10-20-60630	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	28.25			
Vendor: 0332 585.22.2	J.A. JOHNSON PAVING Crown Road Area 5/27-8/1/2023	644,495.24	08/18/2023	Check Sequence: 65 12-01-81000	ACH Enabled: False
	Check Total:	644,495.24			
Vendor: 4559 0731	JESSE'S LAWN SERVICES July vacant and foreclosed grass cutting 3010 Manheim	200.00	08/18/2023	Check Sequence: 66 43-01-59000	ACH Enabled: False
0731	July vacant and foreclosed grass cutting	540.00	08/18/2023	10-13-53000	
080123	Senior grass cutting 95 cuts @\$27 each July 2023	2,565.00	08/18/2023	10-60-63550	
17324	June grass cutting 3010 Mannheim	200.00	08/18/2023	43-01-59000	
17324	June grass cutting Vacant/foreclosures	432.00	08/18/2023	10-13-53000	
	Check Total:	3,937.00			
Vendor: 1534 207928	JKS VENTURES, INC Balance on remaining #207928	0.68	08/18/2023	Check Sequence: 67 34-01-62860	ACH Enabled: False
207981	Limestone	3,933.38	08/18/2023	34-01-62860	
207981	Limestone	3,933.38	08/18/2023	34-02-63070	
208089	Logs, limestone yardwaste	4,446.78	08/18/2023	09-01-64000	
	Check Total:	12,314.22			
Vendor: 4545 17327	KCS COMPUTER TECHNOLOGY Proofpoint spam filter software for June	615.94	08/18/2023	Check Sequence: 68 10-02-54200	ACH Enabled: False
17327	GFI AV server software for June	1,313.05	08/18/2023	10-02-54200	
17327	Max online back of servers for Solarwind for June	500.00	08/18/2023	10-02-55040	
17327	Office 365 for June	2,050.00	08/18/2023	10-02-54200	
17327	SentinelOne server security for June	504.00	08/18/2023	10-02-54200	
17327	Veem backup replication for June	135.00	08/18/2023	10-02-55040	
	Check Total:	5,117.99			
Vendor: 0110 4733	KRIETER CONCRETE CONST. Sawcutting, removal, replacement of reinforced street opening	3,555.00	08/18/2023	Check Sequence: 69 34-01-62860	ACH Enabled: False
4736	Sawcutting, removal, replacement of reinforced storm sewer	3,270.00	08/18/2023	34-02-63070	
4737	Sawcutting, removal, replacement of reinforced street drain w cu	4,540.00	08/18/2023	34-02-63070	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
4738	Sawcutting, removal replacement of reinforced sec of parking lot	2,400.00	08/18/2023	34-01-62860	
4740	Sawcutting, removal, replacement of reinforced street opening	3,700.00	08/18/2023	34-01-62860	
4741	Sawcutting, removal, replacement of reinforced section of apron	5,460.00	08/18/2023	34-01-62860	
4742	Sawcutting, removal, replacement of reinforced driveway	3,500.00	08/18/2023	34-01-62860	
4744	Sawcutting, removal, replacement of reinforced combo sewer	4,630.00	08/18/2023	34-02-63070	
4745	Sawcutting, removal, replacement of street opening	2,300.00	08/18/2023	34-01-62860	
	Check Total:	33,355.00			
Vendor: 4408 A-11297	KUUSAKOSKI US LLC Electronic recycling	1,364.60	08/18/2023	Check Sequence: 70 09-01-64000	ACH Enabled: False
	Check Total:	1,364.60			
Vendor: 2839 INVLEX18066 INVLEX18396 INVLEX18397	LEXIPOL, LLC Annual Law enforcement bulletins Lexipol annual policy- Fire dept Lexipol implementation- Fire dept	11,328.02 8,955.60 27,778.95	08/18/2023 08/18/2023 08/18/2023	Check Sequence: 71 10-20-52001 10-30-51150 10-30-51150	ACH Enabled: False
	Check Total:	48,062.57			
Vendor: 1501 2946	LIVING WATERS CONSULTANTS, INC Silver creek watershed services 5/9-7/24/2023	738.95	08/18/2023	Check Sequence: 72 34-02-52000	ACH Enabled: False
	Check Total:	738.95			
Vendor: 5622 280000470	MARK SIGNS Overhead door graphics	1,610.00	08/18/2023	Check Sequence: 73 10-30-62050	ACH Enabled: False
	Check Total:	1,610.00			
Vendor: 2432 59085 59326	MCCONNELL JONES Progress billing for audit services for FY2022 Progress billing for audit services for FY2022	15,000.00 49,000.00	08/18/2023 08/18/2023	Check Sequence: 74 10-33-52400 10-33-52400	ACH Enabled: False
	Check Total:	64,000.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3518 92737248	MCGUIRE WOODS CONSULTING LLP Lobbyist services July 2023	3,500.00	08/18/2023	Check Sequence: 75 10-12-67560	ACH Enabled: False
	Check Total:	3,500.00			
Vendor: 0131 39401 42499 42547 42572 42636 43483 43498 43750 44082	MENARDS MELROSE PARK Doorstop, and distilled water Flowers Paint, bait stations, paint mixer Parts Cleanout plugs, flush repair plugs, plug keys Blades, waferboard Floor paint Tool kit Graco seal and tip guard	21.97 138.95 256.10 100.33 147.56 152.32 257.82 24.34 65.94	08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023 08/18/2023	Check Sequence: 76 34-02-62590 10-90-62715 34-02-52200 10-90-62590 34-01-62590 10-90-62070 34-02-62590 10-20-60630 10-90-62780	ACH Enabled: False
	Check Total:	1,165.33			
Vendor: 2046 212429A-1	MID AMERICAN WATER, INC. Copper couplings	873.80	08/18/2023	Check Sequence: 77 34-01-62860	ACH Enabled: False
	Check Total:	873.80			
Vendor: 2488 417494 417494 417494 417494	MOHR OIL COMPANY Diesel fuel Diesel fuel Diesel fuel Diesel fuel	11,448.36 1,795.31 10,381.58 2,393.75	08/18/2023 08/18/2023 08/18/2023 08/18/2023	Check Sequence: 78 10-30-50200 34-02-50200 10-90-50200 34-01-50200	ACH Enabled: False
	Check Total:	26,019.00			
Vendor: 0333 15779 2200 2201	MONTANA & WELCH, LLC Legal services for WMRA TIF May 2023 Legal services for claim #220316W035-0001 Inv#15784 Legal services for claim #220316W035-0001 Inv#15878	850.00 5,824.14 7,826.45	08/18/2023 08/18/2023 08/18/2023	Check Sequence: 79 12-01-62557 10-72-62557 10-72-62557	ACH Enabled: False
	Check Total:	14,500.59			
Vendor: 5091 5402800334 5402801060	MORTON SALT, INC. Salt purchase Salt purchase	23,932.74 17,079.03	08/18/2023 08/18/2023	Check Sequence: 80 19-01-62650 19-01-62650	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
5402802101	Salt purchase	23,520.13	08/18/2023	19-01-62650	
5402802782	Salt purchase	10,298.99	08/18/2023	19-01-62650	
5402810301	Salt purchase	12,392.24	08/18/2023	19-01-62650	
5402811854	Salt purchase	60,405.07	08/18/2023	19-01-62650	
5402811855	Salt purchase	75,418.11	08/18/2023	19-01-62650	
5402812541	Salt purchase	9,856.18	08/18/2023	19-01-62650	
5402815681	Salt purchase	1,505.29	08/18/2023	19-01-62650	
5402821109	Salt purchase	1,503.81	08/18/2023	19-01-62650	
	Check Total:	235,911.59			
Vendor: 1790	MUNICIPAL CLERKS NORTH & NORTHWE			Check Sequence: 81	ACH Enabled: False
05102023	Dinner meeting- Election of officers	30.00	08/18/2023	10-18-52100	
	Check Total:	30.00			
Vendor: 2106	MUNICIPAL MANAGEMENT SERVICES, INC			Check Sequence: 82	ACH Enabled: False
23-279847	August 2023 services	17,334.34	08/18/2023	10-20-60400	
	Check Total:	17,334.34			
Vendor: 2107	NORCOMM PUBLIC SAFETY COMM , INC.			Check Sequence: 83	ACH Enabled: False
23-279860	Emergency dispatch services Aug2023	66,780.69	08/18/2023	10-14-40220	
	Check Total:	66,780.69			
Vendor: 2202	NORTHEASTERN IL. PUBLIC			Check Sequence: 84	ACH Enabled: False
07092023	Fire Apparatus Engineer class	750.00	08/18/2023	10-30-52001	
	Check Total:	750.00			
Vendor: 1653	ON TIME EMBROIDERY INC			Check Sequence: 85	ACH Enabled: False
100155	Uniforms	119.00	08/18/2023	10-30-40806	
109694	Uniforms	149.00	08/18/2023	10-30-40806	
110938	Uniforms	98.00	08/18/2023	10-30-40806	
111998	Uniforms	88.00	08/18/2023	10-30-40806	
112702	Uniforms	47.00	08/18/2023	10-30-40806	
112727	Uniforms	98.00	08/18/2023	10-30-40806	
112728	Uniforms	114.00	08/18/2023	10-30-40806	
113397	Uniforms	22.00	08/18/2023	10-30-40806	
113580	Uniforms	118.00	08/18/2023	10-30-40806	
113641	Uniforms	235.00	08/18/2023	10-30-40806	
113682	Uniforms	168.00	08/18/2023	10-30-40806	
113789	Uniforms	211.00	08/18/2023	10-30-40806	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
114215	Uniforms	69.00	08/18/2023	10-30-40806	
114537	Uniforms	84.00	08/18/2023	10-30-40806	
	Check Total:	1,620.00			
Vendor: 4223	P. R. STREICH & SONS, INC			Check Sequence: 86	ACH Enabled: False
53836	Annual certified hoist inspection and rolling jack	712.00	08/18/2023	34-02-62590	
	Check Total:	712.00			
Vendor: 0141	PARAMEDIC SERVICES OF ILLINOIS, INC			Check Sequence: 87	ACH Enabled: False
6	Ambulance billing fee June2023	2,536.74	08/18/2023	10-30-62140	
	Check Total:	2,536.74			
Vendor: 5059	PARTNERS AND PAWS VETERINARY SERV			Check Sequence: 88	ACH Enabled: False
122526	Vaccines	67.32	08/18/2023	10-20-57000	
	Check Total:	67.32			
Vendor: 5442	GIULIANO PETRUCCI			Check Sequence: 89	ACH Enabled: False
2023-007	Plumbing inspector services July2023	1,875.00	08/18/2023	10-13-40203	
	Check Total:	1,875.00			
Vendor: 7774	PHYSICIANS IMMEDIATE CARE - CHICAGO			Check Sequence: 90	ACH Enabled: False
4327201	Summer Youth Drug & alcohol screenings x 3	252.00	08/18/2023	10-52-53000	
4336248	Pre employment DOT physical x 1	153.00	08/18/2023	10-52-53000	
	Check Total:	405.00			
Vendor: 3511	NASSER RAFIDIA			Check Sequence: 91	ACH Enabled: False
05192023	Reimbursement for cost hotel stay for seminar	405.00	08/18/2023	34-01-52000	
	Check Total:	405.00			
Vendor: 4651	RED WING BUSINESS ADVANTAGE ACCOI			Check Sequence: 92	ACH Enabled: False
20230715005647	Working boots	212.49	08/18/2023	10-90-60600	
	Check Total:	212.49			
Vendor: 4552	REPUBLIC SERVICES #551			Check Sequence: 93	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
0551-015719373	Scavenger services, July2022	140,181.83	08/18/2023	09-01-64010	
	Check Total:	140,181.83			
Vendor: 0967	ROESCH FORD			Check Sequence: 94	ACH Enabled: False
FOCS201239	Front End alignment #898	99.95	08/18/2023	10-20-50300	
	Check Total:	99.95			
Vendor: 0556	ROSEMONTLANDSCAPING			Check Sequence: 95	ACH Enabled: False
9841	Senior grass cutting 102 cuts @\$27 each July2023	2,751.00	08/18/2023	10-60-63550	
	Check Total:	2,751.00			
Vendor: 2117	ROZALADO & CO			Check Sequence: 96	ACH Enabled: False
28238	Janitorial services for VH, public works 6/12-6/25/2023	1,381.80	08/18/2023	10-13-52600	
28238	Janitorial services for PD 6/12-6/25/2023	1,631.33	08/18/2023	10-20-52600	
28870	Janitorial services for PD 6/26-7/9/2023	1,631.33	08/18/2023	10-20-52600	
28870	Janitorial services for VH and public works 6/26-7/9/2023	1,381.80	08/18/2023	10-13-52600	
29444	Janitorial services for VH and public works 7/10-7/23/2023	1,381.80	08/18/2023	10-13-52600	
29444	Janitorial services for PD 7/10-7/23/2023	1,631.33	08/18/2023	10-20-52600	
	Check Total:	9,039.39			
Vendor: 2419	RUSSO'S POWER EQUIPMENT			Check Sequence: 97	ACH Enabled: False
SPI20313480	Fuel tank lawnmower	349.99	08/18/2023	08-01-50034	
SPI20314802	Chute deflector rubber lawnmower	66.99	08/18/2023	08-01-50034	
SPI20324766	Chute deflector rubber	66.99	08/18/2023	34-01-50940	
	Check Total:	483.97			
Vendor: 4946	ROSE RUTKOSKI			Check Sequence: 98	ACH Enabled: False
07112023	Reimb for hats purchased for line up	72.00	08/18/2023	10-20-80570	
	Check Total:	72.00			
Vendor: 1350	SCHROEDER ASPHALT SERVICES INC			Check Sequence: 99	ACH Enabled: False
335 19.1	9545 Belmont Ave improvements- Metra lot 7/7-8/4/2023	94,615.65	08/18/2023	41-01-81000	
	Check Total:	94,615.65			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1899 8663271	SERVICE SANITATION, INC. Portable restrooms	183.24	08/18/2023	Check Sequence: 100 10-90-62600	ACH Enabled: False
	Check Total:	183.24			
Vendor: 1630 J019418 W46366	SHERMAN MECHANICAL Replace noisy pump motor Reset boiler and issue with exhaust fan	2,315.00 286.88	08/18/2023 08/18/2023	Check Sequence: 101 10-20-52600 10-20-52600	ACH Enabled: False
	Check Total:	2,601.88			
Vendor: 3336 354.19.9	SMITH LASALLE 9621 Pacific - building demo 6/26-7/30/2023	492.00	08/18/2023	Check Sequence: 102 10-90-82800	ACH Enabled: False
355.19.23	9545 Belmont site improvements 6/26-7/30/2023	2,615.00	08/18/2023	41-01-82800	
469.21.24	10500 Grand Ave redevelopment 6/26-7/30/2023	2,970.00	08/18/2023	43-01-57000	
470.21.22	Grand Ave improvements 6/26-7/30/2023	1,350.00	08/18/2023	22-01-82800	
472.21.30	Franklin Ave STP phase III 6/26-7/30/2023	9,690.00	08/18/2023	65-10-82820	
573.22.12	King st improvements 6/26-7/30/2023	1,530.00	08/18/2023	65-20-82800	
585.22.16	Crown Area Roadway 6/26-7/30/2023	4,780.00	08/18/2023	12-01-58000	
586.22.6	Schiller Blvd Phase I 6/26-7/30/2023	7,355.00	08/18/2023	65-10-86000	
618.23.3	Village engineering/ PW mgmt services 6/26-7/30/2023	13,112.00	08/18/2023	10-90-82800	
618.23.3	Village engineering/ PW mgmt services 6/26-7/30/2023	26,224.00	08/18/2023	34-01-82800	
618.23.3	Village engineering/ PW mgmt services 6/26-7/30/2023	26,224.00	08/18/2023	34-02-82800	
619.23.3	Utilities GIS services 6/26-7/30/2023	6,142.25	08/18/2023	34-01-62870	
619.23.3	Utilities GIS services 6/26-7/30/2023	6,142.50	08/18/2023	34-02-62870	
620.23.3	50/50 sidewalk 6/26-7/30/2023	1,370.00	08/18/2023	34-01-69050	
621.23.3	Lead services replacement 6/26-7/30/2023	3,647.50	08/18/2023	34-01-82800	
622.23.3	2023 sewer lining program 6/26-7/30/2023	9,350.00	08/18/2023	34-02-83190	
	Check Total:	122,994.25			
Vendor: 2961 183222	S-NET COMMUNICATIONS INC August phone bill	3,638.04	08/18/2023	Check Sequence: 103 10-02-51200	ACH Enabled: False
	Check Total:	3,638.04			
Vendor: 2118	SPACECO INC			Check Sequence: 104	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
93234	Professional services for Crown Ave	16,520.00	08/18/2023	12-01-57000	
93235	Professional services for Hotel site	210.00	08/18/2023	12-01-57000	
93636	Professional services for Crown Ave	23,520.00	08/18/2023	12-01-57000	
	Check Total:	40,250.00			
Vendor: 3795	STANDARD EQUIPMENT COMPANY			Check Sequence: 105	ACH Enabled: False
P44128	Main broom, shoe runners	735.15	08/18/2023	08-01-50009	
P44129	Debris hose, rubber gasket, weld	1,466.50	08/18/2023	08-01-50035	
P44330	Shield nozzles, quick connects	530.54	08/18/2023	08-01-50035	
	Check Total:	2,732.19			
Vendor: 3223	STATE INDUSTRIAL PRODUCTS			Check Sequence: 106	ACH Enabled: False
902967691	Station cleaning supplies	514.73	08/18/2023	10-30-62030	
902967692	Station cleaning supplies	514.73	08/18/2023	10-30-62030	
	Check Total:	1,029.46			
Vendor: 3506	State Treasurer IL Dept. of Transportation			Check Sequence: 107	ACH Enabled: False
63675	Traffic signal intersections	1,343.65	08/18/2023	10-90-62690	
	Check Total:	1,543.65			
Vendor: 1565	STERICYCLE, INC			Check Sequence: 108	ACH Enabled: False
4011877240	Monthly waste services and gallon charges	21.36	08/18/2023	10-20-60630	
	Check Total:	21.36			
Vendor: 0183	SUBURBAN WELDING & STEEL, LLC			Check Sequence: 109	ACH Enabled: False
89707	7 pcs galvized fence posts	982.26	08/18/2023	10-90-62610	
	Check Total:	982.26			
Vendor: 0103	TECHNOLOGY MANAGEMENT REVOLVIN			Check Sequence: 110	ACH Enabled: False
T2329350	Communication charges	942.40	08/18/2023	07-01-51200	
	Check Total:	942.40			
Vendor: 1505	THE JORDAN GROUP			Check Sequence: 111	ACH Enabled: False
08012023	July public affairs, mkt, pr	5,000.00	08/18/2023	10-01-51880	
	Check Total:	5,000.00			
Vendor: 5423	THIRD MILLENNIUM			Check Sequence: 112	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
30214	Utility bill rendering July2023	2,562.94	08/18/2023	34-01-62857	
	Check Total:	2,562.94			
Vendor: UB*00658	PAUL THOMSON			Check Sequence: 113	ACH Enabled: False
	Refund Check 006785-000, 3512 ERNST	13.51	07/17/2023	34-00-20100	
	Check Total:	13.51			
Vendor: 2079	TRAFFIC CONTROL & PROTECTION, INC.			Check Sequence: 114	ACH Enabled: False
115248	Telspar post 2"	1,927.50	08/18/2023	10-90-62690	
115249	Metro wing brackets	881.30	08/18/2023	10-90-62610	
	Check Total:	2,808.80			
Vendor: 5342	TRI-ANGLE SCREEN PRINT			Check Sequence: 115	ACH Enabled: False
144386	T-shirts	180.00	08/18/2023	34-01-60600	
144386	T-shirts	180.00	08/18/2023	34-02-60600	
	Check Total:	360.00			
Vendor: 5271	U.S. BANCORP GOVT LEASING AND FINA			Check Sequence: 116	ACH Enabled: False
506737485	Lease- Public works trucks	2,638.03	08/18/2023	10-90-68959	
	#077-0020331-002				
506737485	Lease- Public works trucks	46,304.44	08/18/2023	10-90-88009	
	#077-0020331-002				
506737485	Lease- Public works trucks	975.71	08/18/2023	34-01-68959	
	#077-0020331-002				
506737485	Lease- Public works trucks	17,126.30	08/18/2023	34-01-88009	
	#077-0020331-002				
	Check Total:	67,044.48			
Vendor: 5041	ULINE SHIPPING SUPPLY SPECIALISTS			Check Sequence: 117	ACH Enabled: False
165793396	Supplies	109.43	08/18/2023	10-20-60630	
3053255	Supplies	598.76	08/18/2023	10-20-50400	
	Check Total:	708.19			
Vendor: 0160	UNITED RADIO COMMUNICATIONS			Check Sequence: 118	ACH Enabled: False
114000369-1	Purchase of equipments	5,082.38	08/18/2023	07-01-80600	
80002822	Service contract for August 2023	703.75	08/18/2023	07-01-60000	
	Check Total:	5,786.13			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 5425 9940568664	VERIZON WIRELESS Monthly tablet charges for Admin - #980431441-00006 6/26-7/25	307.24	08/18/2023	Check Sequence: 119 10-02-80300	ACH Enabled: False
	Check Total:	307.24			
Vendor: 1299 17502634	W S. DARLEY & COMPANY Firefighting turnout gear	20,420.91	08/18/2023	Check Sequence: 120 10-30-62180	ACH Enabled: False
	Check Total:	20,420.91			
Vendor: 0351 IN495560	WAREHOUSE DIRECT Copier page counts for all copiers for July	361.34	08/18/2023	Check Sequence: 121 10-02-80001	ACH Enabled: False
	Check Total:	361.34			
Vendor: 0788 40070383	WENTWORTH TIRE SERVICE Engine 477 tires replaced	3,276.12	08/18/2023	Check Sequence: 122 10-30-50110	ACH Enabled: False
	Check Total:	3,276.12			
Vendor: 0789 80324	WERNICK KEY & LOCK SERVICE Handle repair	300.00	08/18/2023	Check Sequence: 123 10-20-52600	ACH Enabled: False
	Check Total:	300.00			
Vendor: 5255 0010502-IN	WEST CENTRAL MUNICIPAL CONFERENCE EAP for 2023 and Admin fee	2,553.45	08/18/2023	Check Sequence: 124 10-52-62417	ACH Enabled: False
	Check Total:	2,553.45			
Vendor: 2987 23-07 23-07-01	WEST SUBURBAN MAJOR CRIMES TASK F WESTAF major crash unit- annual dues WESTAF membership dues	500.00 2,250.00	08/18/2023 08/18/2023	Check Sequence: 125 10-20-52100 10-20-52100	ACH Enabled: False
	Check Total:	2,750.00			
Vendor: 2428 Parcel 0049	WOODLAND VALUATION SERVICES, LLC Appraisal review report for Franklin Ave reconstruction prj	600.00	08/18/2023	Check Sequence: 126 65-10-54100	ACH Enabled: False
	Check Total:	600.00			
Vendor: 0933 18166	ZIEBART Rhino sprayed liner F350 #238	650.00	08/18/2023	Check Sequence: 127 34-01-50100	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	650.00			
Vendor: 0209	ZIEBELL WATER SERVICE PRODUCTS			Check Sequence: 128	ACH Enabled: False
262237-000	PVC couplings, blade	1,764.84	08/18/2023	34-02-63070	
262418-000	PVC couplings	2,009.10	08/18/2023	34-02-63070	
	Check Total:	3,773.94			
Vendor: 8239	ZIPPS PRODUCTIONS			Check Sequence: 129	ACH Enabled: False
103579	Car washes for Fire June2023	3.00	08/18/2023	10-30-50100	
103579	Car washes for Building June2023	18.00	08/18/2023	10-13-50100	
103579	Car washes for Police June2023	111.00	08/18/2023	10-20-50300	
103614	Car washes for Fire July2023	3.00	08/18/2023	10-30-50100	
103614	Car washes for Building July2023	15.00	08/18/2023	10-13-50100	
103614	Car washes for Police July2023	54.00	08/18/2023	10-20-50300	
	Check Total:	204.00			
	Total for Check Run:	3,822,929.46			
	Total of Number of Checks:	129			

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
 Printed: 08/03/2023 - 12:53PM
 Batch: 00204 08.2023



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 4590	AEP ENERGY			Check Sequence: 1	ACH Enabled: False
3013133540July2	3010 Mannheim Rd 3013133540 5/30-7/03/2023	20,311.75	08/04/2023	19-01-62330	
	Check Total:	20,311.75			
Vendor: 5242	AT&T			Check Sequence: 2	ACH Enabled: False
708Z99273107	Northlake conf bridge- July	181.98	08/04/2023	10-02-51200	
708Z99295907	Melrose Park conf bridge- July	181.98	08/04/2023	10-02-51200	
708Z99927307	Stone Park conf bridge- July	181.98	08/04/2023	10-02-51200	
847233074207	Multiple dept single line charges- July	386.63	08/04/2023	10-02-51200	
847238012607	Fire station 1 outside phone- June	48.21	08/04/2023	10-02-51200	
847451129207	Multiple Norcomm single line charges- July	210.93	08/04/2023	10-02-51200	
847671155607	Alarm circuits and multiple single lines- July	378.92	08/04/2023	10-02-51200	
	Check Total:	1,570.63			
Vendor: 0717	AT&T LONG DISTANCE			Check Sequence: 3	ACH Enabled: False
850021744July	Long distance for July	53.80	08/04/2023	10-02-51200	
	Check Total:	53.80			
Vendor: 1272	AT&T TELECONFERENCE SERVICES			Check Sequence: 4	ACH Enabled: False
307-005930	Conference call services- June	59.59	08/04/2023	10-02-51200	
	Check Total:	59.59			
Vendor: 3643	COMCAST			Check Sequence: 5	ACH Enabled: False
177796907	Dedicated internet and network services - July	8,436.21	08/04/2023	10-02-51200	
	Check Total:	8,436.21			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3648 0167317July23	COMCAST Cable TV for police dept	95.31	08/04/2023	Check Sequence: 6 10-20-52600	ACH Enabled: False
	Check Total:	95.31			
Vendor: 5257 0188785006July2	COMED 09WS Wolf Rd 0188785006 6/7-7/7/2023	74.67	08/04/2023	Check Sequence: 7 10-50-62330	ACH Enabled: False
0702160012July2	3200 Mannheim 0702160012 6/13-7/13/2023	31.27	08/04/2023	10-50-62330	
0843085325July2	11230 Addison 0843085325 6/7-7/7/2023	1,002.24	08/04/2023	34-02-62800	
1862148017July2	2709 Scott 1862148017 6/7-7/7/2023	306.50	08/04/2023	34-02-62800	
3893073029July2	3900 Mannheim 3893073029 6/6-7/6/2023	22.09	08/04/2023	10-50-62330	
5396076006July2	3200 Sarah 5396076006 6/13-7/13/2023	222.74	08/04/2023	10-50-62330	
5648695019July2	9380 Chestnut 5648695019 6/6-7/9/2023	129.37	08/04/2023	10-50-62330	
5732676117July2	9800 Franklin 5732676117 6/6-7/9/2023	30.34	08/04/2023	10-50-62330	
5903506002July2	2599 Scott 5903506002 6/7-7/7/2023	114.73	08/04/2023	10-50-62330	
8781136050July2	10699 Waveland 8781136050 6/6-7/9/2023	60.21	08/04/2023	10-50-62330	
	Check Total:	1,994.16			
Vendor: 3819 15094461	LEAF Copier rental for August	1,550.00	08/04/2023	Check Sequence: 8 10-02-80001	ACH Enabled: False
	Check Total:	1,550.00			
Vendor: 4521 83226800007June	NICOR 10920 King 83226800007 5/31-6/28/2023	74.17	08/04/2023	Check Sequence: 9 34-01-62940	ACH Enabled: False
	Check Total:	74.17			
Vendor: 4235 06421700July	PITNEY BOWES PURCHASE POWER Postage	50.90	08/04/2023	Check Sequence: 10 34-01-51500	ACH Enabled: False
	Check Total:	50.90			
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 11	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
9938189895	Monthly ESTSB 911 charges 5/26-6/25 980431441-00001	819.18	08/04/2023	07-01-51200	
9938189896	Monthly ESTSB 911 charges 5/26-6/25 980431441-00002	911.05	08/04/2023	07-01-51200	
9939376130	Data charges for mobile jetpacks- June	83.01	08/04/2023	10-02-51200	
9940568662	Monthly cell phone charges for general 6/26-7/25 980431441-00002	2,148.22	08/04/2023	10-02-80300	
9940568662	Monthly cell phone charges for water 6/26-7/25 980431441-00002	736.53	08/04/2023	34-01-80500	
	Check Total:	4,697.99			
	Total for Check Run:	38,894.51			
	Total of Number of Checks:	11			

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 08/08/2023 - 2:50PM
 Batch: 00401.08.2023



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
<hr/>							
Vendor: 0399	HAGGERTY FORD, INC.						
07242023	55,215.00	08/01/2023	Purchase of 2023 Ford F350	333251	08/01/2023	34-01-80300	
Total for Check	55,215.00						
Total for 0399	55,215.00						
Vendor: 1518	Kustom Signals Inc						
604569	24,331.65	08/01/2023	Solar power	333252	08/01/2023	10-20-60330	
Total for Check	24,331.65						
Total for 1518	24,331.65						
Total Checks:	79,546.65						

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2324-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ACCEPTING PLANNING TECHNICAL ASSISTANCE SERVICES
FROM THE CHICAGO METROPOLITAN AGENCY FOR PLANNING**

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

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

RESOLUTION NUMBER 2324-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ACCEPTING PLANNING TECHNICAL ASSISTANCE SERVICES
FROM THE CHICAGO METROPOLITAN AGENCY FOR PLANNING**

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 has applied for planning technical assistance services through the Chicago Metropolitan Agency for Planning (the "*CMAP*") for the Franklin Park Grand Avenue Corridor Plan Project (the "*Project*"); and

WHEREAS, the Village's request for such assistance has been recommended by CMAP as a priority project; and

WHEREAS, CMAP adopted the ON TO 2050 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will counties, and is providing technical assistance as a means of advancing the plan's implementation and CMAP priorities; and

WHEREAS, the Village and CMAP have agreed on an Intergovernmental Agreement wherein which CMAP will provide technical assistance services to the Village to develop a corridor plan for Grand Avenue from Mannheim Road to Elm Street to address transportation safety and economic development.

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. That the Village supports the Project and accepts the offer of staff assistance services by CMAP and further recognizes that these services are provided for the purpose of advancing the implementation of ON TO 2050 and other CMAP priorities.

Section 3. That the Intergovernmental Agreement for Franklin Park Grand Avenue Corridor Plan by and between the Village of Franklin Park, Cook County, Illinois and the Chicago Metropolitan Agency for Planning, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby authorized and approved.

Section 4. That pursuant to the provisions of the IGA, the Village is agreeing to pay CMAP a local financial contribution in the amount of \$18,000.00.

Section 5. That the Village recognizes that provisions that govern the administration of technical assistance services, and, if necessary, the discontinuance of such services, are included in the IGA.

Section 6. The Village authorizes the Village President and Village Clerk to execute the IGA and authorized staff, as designated by the Village President, to work with CMAP to determine required steps to accomplish the Project for the Village.

Section 7. 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 Resolution and the IGA.

Section 8. 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 9. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 10. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of August 2023, 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 August 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

IGA

Village of Franklin Park

Resolution # _____

**A RESOLUTION TO ACCEPT PLANNING TECHNICAL ASSISTANCE SERVICES
DELIVERED BY THE CHICAGO METROPOLITAN AGENCY FOR PLANNING**

WHEREAS, the Village of Franklin Park ("the Community") has applied for technical assistance services through the Chicago Metropolitan Agency for Planning ("CMAP"), for the Franklin Park Grand Ave corridor plan project; and

WHEREAS, the Community's request for such assistance has been recommended by CMAP as a priority project; and

WHEREAS, CMAP adopted the ON TO 2050 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing technical assistance as a means of advancing the plan's implementation and CMAP priorities; and of

WHEREAS, the Community and CMAP have agreed on the Intergovernmental Agreement ("IGA"), attached hereto as Exhibit A, that will guide technical assistance services to be provided by CMAP;

NOW, THEREFORE BE IT RESOLVED BY Village of Franklin Park:

Section 1: the Village of Franklin Park supports the Franklin Park Grand Ave corridor plan project and hereby authorizes a duly appointed representative to execute the Intergovernmental Agreement attached hereto as Exhibit "A" ("IGA"); and

Section 2: pursuant to the provisions of the IGA, the Board accepts the offer of staff assistance services by CMAP and recognizes that these services are provided for the purpose of advancing the implementation of ON TO 2050 and other CMAP priorities.

Section 3: pursuant to the provisions of the IGA, the Board agrees to pay CMAP the local financial contribution in the amount of \$18,000.

Section 4: the Board recognizes that provisions that govern the administration of technical assistance services, and, if necessary, the discontinuance of such services, are included in the IGA

Section 5: This resolution shall be effective as of the date of its adoption.

ADOPTED: _____



Chicago Metropolitan Agency for Planning

433 West Van Buren Street
Suite 450
Chicago, IL 60607

312-454-0400
cmap.illinois.gov

EXHIBIT A

Agreement No.: PLN-23-0010

Intergovernmental Agreement for Franklin Park Grand Ave corridor plan

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the Village of Franklin Park, herein called the GOVERNMENTAL BODY. The purpose of this agreement is to facilitate technical assistance to the Village of Franklin Park to develop a Franklin Park Grand Ave corridor plan which incorporates the regional ON TO 2050 principles of resilience, inclusive growth, and prioritized investment (hereinafter "PROJECT") with a local contribution in the amount of \$18,000.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Attachments thereto.

For the GOVERNMENTAL BODY:

_____ Signature	_____ Type or Print Name of Authorized Representative	_____ Date
--------------------	--	---------------

Attest:

_____ Signature	_____ Type or Print Name	_____ Date
--------------------	-----------------------------	---------------

For CMAP:

_____ Erin Aleman Executive Director	_____ Attest Signature	_____ Date
--	---------------------------	---------------

Part 1 Scope/Compensation/Term
Part 2 General Conditions
Part 3 Responsibilities
Part 4 Local Contribution
Attachment 1 Project Charter
Attachment 2 Applicant Invoice Information

Part 1: Scope/Compensation/Term

1. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.
2. **Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 4. Payment will be made within thirty (30) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds shall be made electronically. CMAP certifies the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

CMAP email address for confirmation: accounting@cmap.illinois.gov

3. **Tax Identification Number.** CMAP certifies that:
 - a) The number shown on this form is a correct taxpayer identification, **and**
 - b) It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**
 - c) It is a U.S. entity (including a U.S. resident alien).

Name: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status: Local Government

4. **Term of Agreement.** The term of this Agreement shall be five (5) years from the date of execution unless terminated earlier as provided for in Paragraph 11 "Termination" herein.
5. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval, procedural guidelines, and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these general conditions will be adhered to unless amended in writing.

1. **Complete Agreement.** This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications regarding this PROJECT. The validity in whole or in

part of any term or condition of this Agreement shall not affect the validity of other terms or conditions of this Agreement.

- a) Either Party's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of said Party's right to such performance by the other Party or to future performance of such terms or conditions and the other Party's obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
 - b) CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by both parties are expressly stated in this Agreement.
 - c) Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, CMAP shall promptly notify the GOVERNMENTAL BODY and a written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties.
 - d) Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.
 - e) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.
2. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
3. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease in appropriation.
4. **Allowable Charges.** No expenditures or charges shall be included in the cost of the PROJECT that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of

CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the PROJECT; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the PROJECT, who devote official time directly to the PROJECT under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the PROJECT are maintained by CMAP may be considered as proper costs of the PROJECT to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

5. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
6. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:
 - a) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - b) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
 - c) CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
 - 1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - 2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

7. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

- a) Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
 - b) Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$2,500 but less \$10,000, CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$10,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures, the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
 - c) Records. CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
 - d) No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
- 8. Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.
- 9. Method of Payment.** PROJECT expenditures are paid directly from federal, state funds or other funds. Because CMAP is responsible for obtaining federal reimbursement for PROJECT expenditures when applicable, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support PROJECT-related expenditures.
- 10. Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with Paragraph 11 "Termination" herein.
- 11. Termination.**
- a) This Agreement may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed "Termination for Convenience"), provided that the terminating party provides not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.
 - b) Upon notice of termination by either party, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the

GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.

- c) **No Further Liability.** Each party agrees that the rights of termination hereunder are absolute and it has no right to a continued relationship with the other after termination (except as expressly stated herein). Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expense.

12. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

13. Equal Employment Opportunity. The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors' work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. Small and Minority Business Enterprise. In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting CMAP's commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to ensure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for work under this Agreement.

15. Political Activity. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. Prohibited Interest.

- a) No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the PROJECT objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any contract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such contract or in the work to be performed under any such subcontract.
- b) No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
- c) The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

17. Conflict of Interest. In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

18. Ownership of Documents/Title of Work. All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.

19. Publication. CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all contracts for work under this Agreement.

20. Confidentiality Clause. Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any

individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.

- 21. Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement. CMAP shall consult with and keep the GOVERNMENTAL BODY fully informed as to the progress of all matters covered by this Agreement.
- 22. Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
- 23. Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- 24. Independent Contractors.** Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor's shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
- 25. Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
- 26. Hold Harmless and Indemnity.** Each party to this Agreement shall indemnify, defend and hold harmless the other party to this Agreement, and its officers, officials, directors, employees, volunteers and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the respective party and its officers, officials, directors, employees, agents, volunteers, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

- 27. Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 28. International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 29. Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 30. Subcontracts.** Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during procurement negotiations. Contractors and subcontractors, and any substitutions in or additions to such subcontractors, associates or contractors, will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

All contracts and subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

The Contractor, if any, may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

Part 3: Responsibilities

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

- 1. Project Charter.** The PROJECT and all work performed by CMAP will be consistent with the Project Charter included herein as "ATTACHMENT 1". Changes to the project charter must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.
- 2. Scope of Work.** Following enacting this IGA, CMAP and GOVERNMENTAL BODY will jointly determine and document the PROJECT scope of work, timelines, public engagement schedules, commitment of non-staff resources by either CMAP or the GOVERNMENTAL BODY, and other elements prior to beginning the work outlined in the scope of work. CMAP may also request GOVERNMENTAL BODY assistance to establish expectations and performance goals for the PROJECT and process. Said scope of work shall be finalized and mutually agreed to by both parties prior to beginning work.
 - a) CMAP and GOVERNMENTAL BODY shall jointly agree to changes to PROJECT scope or timelines; CMAP may discontinue the PROJECT if major deviations, changes, or expansions of scope or schedule occur.

- b) All work performed by CMAP staff must be related to the scope of work.
3. **Roles and Relationship.** CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:
- a) CMAP shall assign staff to work with local governments and the community as part of the Local Technical Assistance program.
 - b) GOVERNMENTAL BODY shall assign a lead person to be the main point of contact for CMAP staff.
 - c) CMAP staff will report on the overall scope of work and day-to-day activities to the GOVERNMENTAL BODY.
 - d) Assigned staff are CMAP employees and CMAP is responsible for evaluating their performance.
 - e) CMAP management, in addition to the CMAP staff assigned to the PROJECT, may periodically check-in (frequency to be determined based on need) with GOVERNMENTAL BODY.
 - f) CMAP is responsible for assigning relevant CMAP staff to work on the PROJECT (based on availability, skills, familiarity with the area, and subject matter expertise).
 - g) GOVERNMENTAL BODY understands that CMAP assistance is provided as a means of advancing the implementation of ON TO 2050 the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties.
4. **Access to resources.** CMAP staff will have full access to CMAP data and other resources, including specialized CMAP staff (for advanced mapping, data, outreach, communications, or topic-specific expertise). The GOVERNMENTAL BODY will provide CMAP access to data as follows:
- a) The GOVERNMENTAL BODY will provide access to relevant staff who will need to be involved in the PROJECT, and will ensure that they allocate sufficient time to the PROJECT.
 - b) The GOVERNMENTAL BODY will provide access to all relevant internal data, reports, and other information necessary to successfully complete the PROJECT.
 - c) The GOVERNMENTAL BODY's leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) commits to participate in the PROJECT and allocate sufficient time at meetings (Plan Commission meetings, GOVERNMENTAL BODY meetings, etc.) to ensure due consideration so the PROJECT is successful.
5. **Demonstration of local support.** GOVERNMENTAL BODY agrees to provide an inclusive, open, safe and welcoming environment in which to conduct meetings and outreach events.
- a) The GOVERNMENTAL BODY shall be responsible for working with CMAP to identify members for a steering committee or similar oversight group.
 - b) If public outreach is a component of the PROJECT, the GOVERNMENTAL BODY agrees to participate in public outreach and engagement efforts; including assisting in dissemination of PROJECT and

meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

- 6. Project management and review.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the PROJECT proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the consultant, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any, at the time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.
- a) Allocation of CMAP staff to the PROJECT will vary over time based on project timeline and work needs.
 - b) In order to maintain PROJECT progress and momentum, the GOVERNMENTAL BODY agrees to review and provide feedback on PROJECT deliverables in a timely manner, in accordance with the agreed upon timelines.
 - c) GOVERNMENTAL BODY agrees to make best faith effort to adopt and implement the completed plan within agreed upon timelines.

Part 4. Local Contribution

The GOVERNMENTAL BODY will be responsible for a contribution in the amount of \$18,000 which will be deposited in the Local Technical Assistance Contribution Fund.

The Local Technical Assistance Contribution Fund supports the development and promotion of the goals and policies of the Regional Comprehensive Plan. The contribution shall be expended to address the development and transportation challenges in the northeastern Illinois region and to support those functions and programs consistent with the Regional Planning Act (70 ILCS 1707). This includes but is not limited to technical assistance programs, policy development, research and data collection, public engagement, and planning in areas such as land use, housing, economic development, preservation of natural resources, transportation, water supply, flood control, sewers, and governance in the form of model ordinances and best practices that may be enacted by local governments.

CMAP will invoice the GOVERNMENTAL BODY and the payment will be due on August 31, 2023. The invoice will be sent to the person listed on "ATTACHMENT 2" herein.

ATTACHMENT 1: PROJECT CHARTER

MODULE 1: PROJECT CHARTER

WORK PLAN NO.	PROJECT TITLE	DATE
2024.023	Franklin Park Grand Ave corridor plan	6/21/2023

General Information

Program area	Safe and complete streets
Strategic alignment of program area	For a transportation system that works better for everyone, the objective of CMAP's safe and complete streets program is: a modern and efficiently maintained transportation system and improved travel safety in the region through projects focused implementing safety action plans.
Project type	Staff project
Duration	18 months
Kick-off	Q4-FY2023
Completion	Q3-FY2025
Project manager	TBD
Max. Annual project manager hours:	200 hours

1. Project Description

CMAP will provide technical assistance to the Village of Franklin Park to develop a corridor plan for Grand Avenue that addresses transportation safety and economic development considerations within the context of the regional ON TO 2050 principles of resiliency, inclusive growth, and prioritized investment.

The study area focuses on Grand Avenue from Mannheim Rd to Elm St. within Franklin Park. Grand Avenue is an auto oriented commercial corridor that once catered more to pedestrian-oriented development. The small buildings and lots worked well for the small-businesses once common along the corridor, but are less so today with vehicle-dominated traffic patterns, which has caused economic development challenges for business owners, property owners, and the Village. Because Grand Avenue has become a major east-west car throughway, pedestrian access and safety are also a challenge.

To address these issues, the Grand Avenue Corridor Plan will identify near- and long-term opportunities and strategies to advance safety and pedestrian friendliness through streetscaping, intersection improvements, as well as improving connections and multi-modal accessibility between the Grand Avenue corridor and neighboring areas. The plan will examine existing conditions and market realities to identify feasible economic development opportunities, strategies to support existing small businesses, and approaches for vacant and underutilized properties.

In order to address the needs of the corridor's stakeholders, especially the area's disadvantaged populations, an equitable community engagement process will create a foundation and a framework for the plan. Grand Avenue's residents, business, property owners, and local elected officials will be engaged to determine what major issues and opportunities are present within the corridor. Given the presence of many minority owned businesses along the corridor, engagement with these stakeholders will be key.

2. Assumptions and responsibilities

NO.	ASSUMPTION
1	Any necessary CMAP data will be provided for inclusion in the plan and will be utilized to inform land use, transportation, and other infrastructure recommendations
2	All materials produced by CMAP shall use accessible language, being language that includes everyone and is easy to understand. Materials will be translated into the area's most spoken languages, including Spanish and Polish.
3	The community agrees to participate in measures and engagement efforts necessary to increase diversity of participation, community empowerment, and equitable engagement.
4	Applicant leadership commits to participate in the project and allocate sufficient time at meetings to ensure due consideration so the project is successful.
5	The community will provide access to all relevant internal data, reports, and other information necessary to successfully complete the program.
6	CMAP staff will have full access to CMAP data and other resources, including specialized CMAP staff (for advanced mapping, data, outreach, or topic-specific expertise).
7	Equity will serve as the foundation of the plan.
8	One working group will be created: comprised of local stakeholders (herein "Steering Committee.") The Steering Committee will represent Franklin Park's demographics, with predominately Hispanic/Latino and Polish residents, families with youth, young adults, older residents, local business owners, and community leaders.
9	Engagement and outreach events will be held at different times of the day to accommodate working families and stakeholders with varying schedules.

3. Constraints and exclusions

NO.	CONSTRAINTS
1	Grand Avenue is an IDOT road, therefore coordination with the agency will be necessary for implementation. IDOT requirements for bikeways and pedestrian infrastructure will constrain some potential recommendations.
2	The community will be responsible for implementation of the plan including seeking available funding, but the community would be eligible for future implementation support from CMAP.
3	The project must be completed within the limited timeframe identified above.
4	The level of stakeholder participation in the planning process will be determined by their level of trust, as well as their perception of whether the plan will be implemented.
5	Accurate representation of the community will require engagement with varying types of residents which will require a high level of resources and effort.

4. Deliverables

NO.	DELIVERABLE	DESCRIPTION
1	Communications and Outreach Strategy (COS)	A strategy that outlines the approaches and tools to solicit and consider feedback from a wide audience of stakeholders. The strategy should also address methods of incorporating the feedback into the subsequent deliverables. Focus should be given to disadvantaged/underrepresented population groups. The strategy should include different engagement methods to solicit input on problems, solutions, and recommendations. Strategy shall also include mechanisms necessary to keep the project on track and external project messaging organized and consistent.

		<p>The strategy should stipulate that all documents will be translated into commonly used languages in the community and outreach events will be designed and organized to provide the ability to participate in one's preferred language.</p> <p>This interim deliverable will provide the approach to project engagement and must be completed for the team to build the primary deliverable.</p>
2	Market Study final draft	<p>The final market study builds upon the key market recommendations memo to addresses the topics included in Module Two, Section One with final recommendations and implementation strategies.</p>
3	Existing Conditions Report (ECR)	<p>A report that provides an overview of existing conditions in the community and summarizes key factors influencing plan recommendations. The report will include supporting charts, maps, and other graphics.</p> <p>This interim deliverable will provide valuable insight and must be completed for the team to build the primary deliverable.</p>
4	Key Recommendations Memo	<p>A memo that identifies draft recommendations and provides a brief discussion of why these recommendations are being considered. The memo will contain preliminary ideas, be an outline for the primary recommendations likely to be included in the plan and potential strategies for implementation.</p> <p>This interim deliverable will provide valuable insight and must be completed for the team to build the primary deliverable.</p>
5	Corridor Plan	<p>The primary deliverable of this project will be a corridor plan. The plan will contain recommendations for all relevant policy areas, including supporting text, charts, maps, and other graphics explaining how these recommendations were developed, and why they are important for the future. The plan will also include language concerning implementation, including descriptions of actions that should be taken within the next two years to advance recommendations.</p>

5. Project Team

CMAP			
ROLE	MIN. HRS.	MIN. NO.	ROLE DESCRIPTION
Executive Sponsor	10	1 person	Oversees and checks in on regular basis with Program Manager on project progression. Is responsible for final sign-off on project initiation, deliverables, budget, and other project characteristics, working in conjunction with executive team.
Program Manager	40	1 person	Oversees and checks in on regular basis with Project Manager on project progression, budget, and deliverables. Reviews all Final project deliverables for content and quality control.
Project Manager	200	1 person	Oversees and checks in on regular basis with Project Team on project progression. Manages the project mobilization tasks, timeline, expenditures, budget, oversees the work of team and any

			external contractors, and ensures timely delivery of quality deliverables and outcomes. Reviews all project deliverables for content and quality control.
Content / Subject Matter Expert(s)			
Planning Generalist, lead	200	1 person	Produces the majority of the work for the project, responsible for timely production of quality deliverables. For CMAP staff led projects typically same individual as Project Manager.
Planning Generalist	300	1 person	Produces the majority of the work for the project, responsible for timely production of quality deliverables.
Planning Generalist, transportation safety subject matter expert	300	1 person	Produces the majority of the work for the [first] portions of the project, responsible for timely production of quality deliverables.
Planning Generalist, intern	100	1 person	Supports the team as necessary to complete the scope.
Planner, water quality subject matter expert	20	1 person	Supports the team as necessary to complete the scope.
GIS Specialist	100	1 person	Creating maps for the project and working with regional and local datasets as necessary to complete the scope.
TOTAL	1,250		
COMMUNITY PARTNER			
ROLE			DESCRIPTION
Local Coordinator		1 person	Serves as the main point-of-contact for the project, with access to municipal officials and staff.

6. Non-staff Project Expenses

EXPENSE	DESCRIPTION	ALLOCATION
Travel	Site visits and field work	\$150
Public Meeting Expenses	Refreshments and room rentals	\$300
Printing and postage	Posters, postcards and postage	\$50
Translation	Consultant to provide translation of deliverables and outreach materials into Spanish and Polish	\$500
Market Analysis	Consultant to provide market analysis services	\$30,000

7. Projected Funding

Title 23USC and UWP Regulations Citations

- Work elements and related activities for planning for multimodal transportation access to transit facilities. This includes planning for improved pedestrian and bicycle access, including transit supportive land use plans [FTA C 8100.1D (2)(b)(5)];
- Studies relating to management, planning, operations, capital requirements, economic feasibility, performance-based planning, safety, and transit asset management [FTA C 8100.1D (2)(b)(1)];

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency [USC Title 23 Section 134(3)(h)(A)];
- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight [USC Title 23 Section 134(3)(h)(F)];
- Steps shall be taken to provide the public, including members of minority populations and low-income populations, access to public information concerning the human health or environmental impacts of programs, policies, and activities, including information that will address the concerns of minority and low-income populations regarding the health and environmental impacts of the proposed action. IDOT Order 5610.2(a)(5)(2)

Other funding opportunities

N/A

8. Local Contribution (if applicable)

AMOUNT

\$18,000

DUE DATE

8/31/2023

ATTACHMENT 2: APPLICANT INVOICE INFORMATION

WORK PLAN NO.	PROJECT TITLE	DATE
2024.023	Franklin Park Grand Ave corridor plan	July 12, 2023

Contact Information

NAME	Nick Walny
TITLE	Senior Planner
ADDRESS	9500 Belmont Avenue, Franklin Park, IL 60131
PHONE	(847) 671-8278
EMAIL	nwalny@vofp.com

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2324-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING THE DONATION OF A PORTION OF VILLAGE OWNED
PROPERTY AND A TEMPORARY CONSTRUCTION EASEMENT TO THE ILLINOIS
DEPARTMENT OF TRANSPORTATION AS PART OF THE FRANKLIN
AVENUE RECONSTRUCTION AND WIDENING PROJECT
(OML0045A AND OML0045TE; PORTIONS OF PIN 12-20-401-014-0000)**

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

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

RESOLUTION NUMBER 2324-R- __

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING THE DONATION OF A PORTION OF VILLAGE OWNED
PROPERTY AND A TEMPORARY CONSTRUCTION EASEMENT TO THE ILLINOIS
DEPARTMENT OF TRANSPORTATION AS PART OF THE FRANKLIN
AVENUE RECONSTRUCTION AND WIDENING PROJECT
(OML0045A AND OML0045TE; PORTIONS OF PIN 12-20-401-014-0000)**

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

WHEREAS, the Village is the owner of a parcel of property commonly known as 3210-3214 North Mannheim Road, Franklin Park, Illinois, identified by Permanent Index Number (PIN) 12-20-401-014-0000, which is located near the northwest corner of Mannheim Road and Belmont Avenue; and

WHEREAS, the Village and the State of Illinois Department of Transportation (the "*IDOT*") are jointly undertaking the Franklin Avenue Reconstruction and Widening Project (the "*Project*") in the Village; and

WHEREAS, to complete the Project on behalf of the Village, IDOT requires the conveyance of a portion of property identified as OML0045A, approximately 0.021 Acres, (the "*Property*") and the issuance of a Temporary Construction Easement identified as OML0045TE, approximately 0.005 Acres, (the "*Easement*"), collectively legally described and depicted on Exhibit A, copies of which are attached hereto and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") hereby find that the Property and Easement are no longer necessary,

appropriate, required for the use of, profitable to or serve any viable use to the Village and is further required to undertake and complete the Project in the Village; and

WHEREAS, the Corporate Authorities hereby determine that the donation of the Property and issuance of the Easement to IDOT is in the best interest of the health, safety and welfare of the residents of the Village and that said will provide for a much needed transportation infrastructure improvement to serve the Village's residents and businesses community, alleviate traffic congestion within the Village's main commercial and industrial corridor and solidify the Village as a competitive commercial and industrial hub capable of meeting regional transportation needs.

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 donation of the Property and issuance of the Easement are hereby determined and declared by the Corporate Authorities to be required for the Village and IDOT to undertake and complete the Project and in accordance with prior obligations of the Village.

Section 3. The donation of the Property by the Village to IDOT, as herein described and depicted on Exhibit A, a copy of which is attached hereto and made a part hereof, and as identified as OML0045A (approximately 0.021 Acres) is hereby authorized and approved.

Section 4. The issuance of the Easement by the Village to IDOT, as herein described and depicted on Exhibit A, a copy of which is attached hereto and made a part hereof, and as identified as OML0045TE (approximately 0.005 Acres) is hereby authorized and approved.

Section 5. The Village President and Village Clerk are hereby authorized and directed to execute and deliver any and all documents necessary to effectuate the donation of the Property and issuance of the Easement to IDOT and that the Village Attorney is hereby further authorized to review, prepare or complete any and all documents for execution by the Village President and take such further action to complete the conveyance of the Property and issuance of the Easement to IDOT.

Section 6. The officials, officers, employees, engineers, and attorneys of the Village are hereby further authorized and directed to take such further actions and incur such costs as are necessary to carry out the intent and purpose of this Resolution and to complete the donation of the Property and issuance of the Easement to IDOT, as contemplated herein.

Section 7. 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 8. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 9. This Resolution shall be in full force and effect immediately after its passage and publication as required 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 August 2023, 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 August 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Legal Description

(See Attached)

Portions of Permanent Index Number (PIN): 12-20-401-014-0000

Commonly known as 3210-3214 North Mannheim Road, Franklin Park, Illinois 60131

Route:	Franklin Avenue
Section:	
County:	Cook
Job No.:	R-90-006-20
Parcel No.:	0ML0045A
Station:	505+52.02 to 506+12.09
Index No.:	12-20-401-014

That part of the Southeast Quarter of Section 20, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with the combined factor of 0.99996489; described as follows:

Beginning at the intersection of the line parallel with the South line of said Southeast Quarter of Section 20, said line lying 189.00 feet North of the Southeast Corner of said Southeast Quarter, as measured along the East line of said Southeast Quarter, with the westerly line of Manheim Road per Circuit Court of Cook County, Illinois, Case Number 77L4154; thence South 02 degrees 11 minutes 48 seconds East along said westerly line of Manheim Road, a distance of 60.00 feet to a point on the owner's southerly property line; thence South 88 degrees 29 minutes 38 seconds West along said southerly line, a distance of 15.00 feet; thence North 02 degrees 11 minutes 48 seconds West, a distance of 60.00 feet to a point on said line parallel with the South line of said Southeast Quarter of Section 20, said line lying 189.00 feet North of the Southeast Corner of said Southeast Quarter; thence North 88 degrees 29 minutes 38 seconds East along said line, a distance of 15.00 feet to the point of beginning.

Said parcel containing 0.021 Acres, more or less.

Revised 12/22/2020

Route:	Franklin Avenue
Section:	
County:	Cook
Job No.:	R-90-006-20
Parcel No.:	0ML0045TE
Station:	505+52.02 to 506+18.21
Index No.:	12-20-401-014

That part of the Southeast Quarter of Section 20, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with the combined factor of 0.99996489; described as follows:

Commencing at the intersection of the line parallel with the South line of said Southeast Quarter of Section 20, said line lying 189.00 feet North of the Southeast Corner of said Southeast Quarter, as measured along the East line of said Southeast Quarter, with the westerly line of Manheim Road per Circuit Court of Cook County, Illinois, Case Number 77L4154; thence South 02 degrees 11 minutes 48 seconds East along said westerly line of Manheim Road, a distance of 60.00 feet to a point on the owner's southerly property line; thence South 88 degrees 29 minutes 38 seconds West along said southerly line, a distance of 15.00 feet to the Point of Beginning; thence South 88 degrees 29 minutes 38 seconds West, continuing along said southerly property line, a distance of 10.00 feet; thence North 02 degrees 11 minutes 48 seconds West, a distance of 20.00 feet; thence North 87 degrees 48 minutes 12 seconds East, a distance of 10.00 feet; thence South 02 degrees 11 minutes 48 seconds East, a distance of 20.12 feet to the point of beginning.

Said parcel containing 0.005 Acres (201 S.F.), more or less.

Revised 12/22/2020

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2324-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING THE DONATION OF A PORTION OF VILLAGE OWNED
PROPERTY TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION AS PART OF
THE FRANKLIN AVENUE RECONSTRUCTION AND WIDENING PROJECT
(OML0045B; PORTION OF PIN 12-20-401-014-0000)**

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

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

RESOLUTION NUMBER 2324-R- __

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING THE DONATION OF A PORTION OF VILLAGE OWNED
PROPERTY TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION AS PART OF
THE FRANKLIN AVENUE RECONSTRUCTION AND WIDENING PROJECT
(OML0045B; PORTION OF PIN 12-20-401-014-0000)**

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

WHEREAS, the Village is the owner of a parcel of property commonly known as 3210-3214 North Mannheim Road, Franklin Park, Illinois, identified by Permanent Index Number (PIN) 12-20-401-014-0000, which is located at the northeast corner of Williams Drive and Belmont Avenue; and

WHEREAS, the Village and the State of Illinois Department of Transportation (the "*IDOT*") are jointly undertaking the Franklin Avenue Reconstruction and Widening Project (the "*Project*") in the Village; and

WHEREAS, to complete the Project on behalf of the Village, IDOT requires the conveyance of a portion of property identified as OML0045B, approximately 0.048 Acres, (the "*Property*"), as legally described and depicted on Exhibit A, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") hereby find that the Property is no longer necessary, appropriate,

required for the use of, profitable to or serve any viable use to the Village and is further required to undertake and complete the Project in the Village; and

WHEREAS, the Corporate Authorities hereby determine that the donation of the Property to IDOT is in the best interest of the health, safety and welfare of the residents of the Village and that said will provide for a much needed transportation infrastructure improvement to serve the Village's residents and businesses community, alleviate traffic congestion within the Village's main commercial and industrial corridor and solidify the Village as a competitive commercial and industrial hub capable of meeting regional transportation needs.

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 donation of the Property is hereby determined and declared by the Corporate Authorities to be required for the Village and IDOT to undertake and complete the Project and in accordance with prior obligations of the Village.

Section 3. The donation of the Property by the Village to IDOT, as herein described and depicted on Exhibit A, a copy of which is attached hereto and made a part hereof, and as identified as OML0045B (approximately 0.048 Acres) is hereby authorized and approved.

Section 4. The Village President and Village Clerk are hereby authorized and directed to execute and deliver any and all documents necessary to effectuate the donation of the Property to IDOT and that the Village Attorney is hereby further authorized to review, prepare or

complete any and all documents for execution by the Village President and take such further action to complete the conveyance of the Property to IDOT.

Section 5. The officials, officers, employees, engineers, and attorneys of the Village are hereby further authorized and directed to take such further actions and incur such costs as are necessary to carry out the intent and purpose of this Resolution and to complete the donation of the Property to IDOT, as contemplated herein.

Section 6. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of August 2023, 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 August 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Legal Description

(See Attached)

Portions of Permanent Index Number (PIN): 12-20-401-014-0000

Commonly known as 3210-3214 North Mannheim Road, Franklin Park, Illinois 60131

Route:	Franklin Avenue
Section:	
County:	Cook
Job No.:	R-90-006-20
Parcel No.:	OML0045B
Station:	403+29.48 to 403+94.94
Index No.:	12-20-401-014

That part of the Southeast Quarter of Section 20, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with the combined factor of 0.99996489; described as follows:

Beginning at the intersection of the line 402.00 feet West of and parallel with the East line of said Southeast Quarter of Section 20, with the northerly line of Belmont Avenue per Deed recorded as Document Number 23918305 in Cook County, Illinois; thence North 02 degrees 11 minutes 03 seconds West along said parallel line, a distance of 53.07 feet; thence North 87 degrees 49 minutes 09 seconds East, a distance of 8.29 feet; thence southeasterly along the arc of a curve to the left, having the radius of 45.50 feet, chord bearing of South 58 degrees 47 minutes 19 seconds East and the chord length of 53.08 feet, an arc distance of 56.68 feet; thence North 85 degrees 31 minutes 33 seconds East, a distance of 9.13 feet; thence easterly along the arc of a curve to the right, having the radius of 3,679.00 feet, chord bearing of North 85 degrees 32 minutes 53 seconds East and the chord length of 2.86 feet, an arc distance of 2.86 feet to a point on a line 337.70 feet normally distant West of the East line of said Southeast Quarter; thence South 02 degrees 15 minutes 23 seconds East along said line, a distance of 24.02 feet to a point on said northerly line of Belmont Avenue; thence South 87 degrees 32 minutes 29 seconds West along said northerly line, a distance of 64.62 feet to the point of beginning.

Said parcel containing 0.048 Acres, more or less.

APPROVED By coreanom at 1:05 pm, Oct 16, 2020

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-VC- __

**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE FIVE OF THE
VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS REGULATING NOISE STANDARDS**

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

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

ORDINANCE NUMBER 2324-VC-__

**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE FIVE OF THE
VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS REGULATING NOISE STANDARDS**

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

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") are charged with the responsibility of protecting the health, safety, and welfare of the residents of the Village; and

WHEREAS, the Corporate Authorities 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.

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

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

Section 2. The Corporate Authorities find and determine that it is necessary and desirable to amend the Village Code of Franklin Park for the purpose set forth herein and that the adoption of this Ordinance is in the best interest of the health, safety, and welfare of the residents of the Village.

Section 3. That Section 5-6-16 ("*Noises within the Village Limits*") of Chapter 6

(“Miscellaneous Offenses and Provisions”) of Title 5 (“Police and Public Safety”) of the Village Code of Franklin Park is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

5-6-16. – Noises within the village limits.

...

- (c) *Nuisance noise prohibited.* It shall be unlawful and a nuisance for any person to make, continue or cause to be made or continued any excessive, unnecessary or unusually loud noise, or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the village.
- (d) *Nuisance noise standards.* The following standards shall apply to the zoning districts of R-1, R-2, R-3, R-4, R-5, C-1, C-2, ~~C-2-1~~, ~~C-2-2~~, C-3, C-4, C-5 and ~~C-6~~, DT-1, DT-2, DT-3, DT-4, P, OS and in I-1 and I-2, if plainly audible from a residential zoned lot, unless otherwise indicated. The following acts, among others, are declared to be excessive, unnecessary or unusually loud nuisance noises, or noises which constitute a nuisance by annoying, disturbing, injuring or endangering the comfort, repose, health, peace or safety of others within the village, in violation of this section, but the enumeration shall not be deemed to be exclusive, namely:

...

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 August 2023, 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 August 2023.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-VC-_____

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, AMENDING SECTION 9-2-3 OF THE ZONING CODE REGARDING
DEFINITIONS AND SECTION 9-9-1 OF THE ZONING CODE REGARDING
PROHIBITED USES (ZBA: 23-09)**

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

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

ORDINANCE NUMBER 2324-VC- _____

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, AMENDING SECTION 9-2-3 OF THE ZONING CODE REGARDING
DEFINITIONS AND SECTION 9-9-1 OF THE ZONING CODE REGARDING
PROHIBITED USES (ZBA: 23-09)**

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 heretofore exercised the power conferred on them pursuant to 65 ILCS 5/11-13-1, *et seq.*, of the Illinois Municipal Code by adopting the Franklin Park Zoning Ordinance (Ord. 7475 Z10 and Ord. 2223-VC-11), as from time to time supplemented and amended (collectively the “*Zoning Code*”); and

WHEREAS, a text amendment application, ZBA 23-09, has been submitted by the Village requesting an amendment to Section 9-2-3 of the Zoning Code regarding definitions and Section 9-9-1 of the Zoning Code regarding prohibited uses (the “*Proposed Amendment*”); and

WHEREAS, the Zoning Board of Appeals held a public hearing on August 2, 2023 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 public hearing date; and

WHEREAS, the Zoning Board of Appeals has filed its findings of fact and recommendations that the Proposed Amendment, as amended by the Zoning Board of Appeals, 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.

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 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 9-2-3 ("*Definitions*") of Chapter 2 ("*Definitions*") of the Zoning Code is hereby amended by adding the underlined language, and by deleting the stricken language, to read as follows:

9-2-3. – Definitions.

The following are definitions of terms used throughout this Ordinance.

...

Gas station. An establishment where fuel for vehicles is stored and dispersed from fixed equipment into the fuel tanks of motor vehicles, which may include ancillary retail facilities. This does not include a truck stop.

...

Heavy retail, rental, and service establishment. An establishment of a larger-scale commercial character selling, renting, or providing services for home improvement, tools, construction equipment, appliances, and similar heavy goods or services. May include ancillary outside activities, storage, or sales of materials and equipment within partially enclosed structures. This does not include the retail, rental, or service of any motor vehicles, a large equipment repair facility, or any other industrial operation. ~~Retail, rental, and/or~~

~~service establishments of a heavier and larger scale commercial character typically requiring permanent outdoor service and storage areas and/or partially enclosed structures. Examples of heavy retail, rental, and service establishments include large-scale home improvement and lumberyards.~~

...

Motor vehicle. Any vehicle propelled by combustion, electric, or hybrid engine.

...

Truck. Any motor vehicle used for commercial or industrial transportation of goods, materials, or products which exceeds one-and-a-half (1½) tons in capacity.

...

Truck stop. An establishment providing a variety of services to trucks or heavy commercial vehicles, which may include, but are not limited to: truck washes, truck parking, truck repair, showers, laundry services, or other truck oriented uses.

...

Vehicle inspection facility. An establishment where motor vehicles or trucks are tested, including for air pollutants or engine exhaust emissions.

...

Vehicle repair/service. A business that provides services in repairs to automobiles, vans, pick-ups, motorcycles, and/or all-terrain vehicles (ATV), and other similar motorized transportation vehicles. This does not include a truck repair facility, large equipment repair facility, or a vehicle inspection facility.

Vehicle towing facility or yard. An establishment where tow trucks are dispatched to transport motor vehicles to impound, storage, or repair facilities. Includes yards which store impounded, broken, or otherwise inoperable motor vehicles.

...

Wrecking or scrap yard. An establishment where inoperable motor vehicles, metal scrap, junk, electronic or building salvage, or other potentially hazardous material is stored, dismantled, deconstructed, recycled, or otherwise processed.

...

Section 4. Section 9-9-1 (“*General Use Regulations*”) of Chapter 9 (“*Uses*”) of the Zoning Code is hereby amended by adding the underlined language, and by deleting the stricken language, to read as follows:

9-9-1. – General use regulations.

...

D. Certain uses are specifically prohibited in the Village. These are as follows:

1. Body modification establishment.
2. Food trucks (but permitted as accessory to a temporary outdoor event).
3. Freight terminal.
- 3 ~~4~~. Large equipment repair facility.
- 4 ~~5~~. Truck parking area or yard.
- 5 ~~6~~. Truck repair.
- 6 ~~7~~. Truck sales - outdoor.
8. Truck stop.
- 7 ~~9~~. Short term rental units (see Section 4-6E of the Municipal Code).
10. Vehicle inspection facility.
- 8 ~~11~~. Vehicle operation facility.
12. Vehicle towing facility or yard.
13. Wrecking or scrap yard.
9. ~~Food trucks (but permitted as accessory to a temporary outdoor event).~~

...

Section 5. 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 6. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

Section 8. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of August 2023 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 August 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G-__

**AN ORDINANCE APPROVING A PLAT OF EASEMENT
GRANTING A FIFTEEN FOOT PERMANENT SEWER EASEMENT TO
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(9360-9362 GRAND AVENUE; PINS: 12-27-123-144;
12-27-123-154; 12-27-301-004; AND 12-27-301-012)**

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

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

ORDINANCE NUMBER 2324-G-__

**AN ORDINANCE APPROVING A PLAT OF EASEMENT
GRANTING A FIFTEEN FOOT PERMANENT SEWER EASEMENT TO
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(9360-9362 GRAND AVENUE; PINS: 12-27-123-144;
12-27-123-154; 12-27-301-004; AND 12-27-301-012)**

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 is seeking a permanent sewer easement (the "*Sewer Easement*") from the owner(s) of the property commonly known as 9360 - 9362 West Grand Avenue, Franklin Park, Illinois and 9362 Chestnut Avenue, Franklin Park, Illinois and as identified by permanent index numbers (PINS) 12-27-123-144-0000, 12-27-123-154, 12-27-301-004 and 12-27-301-012 (the "*Owner of Record*"), as more particularly legally described and depicted on the Plat of Easement, a copy of which is attached hereto and made a part hereof as Exhibit A (the "*Plat of Easement*"), to construct and maintain a sewer and associated public works infrastructure across the area of property therein described; and

WHEREAS, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that it is in the best interest of the health and safety of the residents of the Village to obtain the Sewer Easement.

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. The Plat of Easement, a copy of which is attached hereto and made a part hereof as Exhibit A, to grant and convey the easement specified therein to the Village by the Owner of Record is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village Engineer, the execution thereof by the Village President to constitute the approval by the Village of any and all changes or revisions therein contained.

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

Section 4. The officers, officials, employees, engineers, and attorneys of the Village are hereby authorized and directed to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Plat of Easement and to secure the Sewer Easement from the Owner of Record and are hereby further authorized and directed to file this Ordinance and the Plat of Easement with the County of Cook.

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 August 2023, 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 August 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Plat of Easement

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING SALARY SCHEDULES AND OTHER COMPENSATION**

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 08/14/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING SALARY SCHEDULES AND OTHER COMPENSATION**

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

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

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

Section 2. That the employees, officers, and officials of the Village, as herein provided, shall be paid in accordance with the following schedule for the period of May 1, 2023 to April 30, 2024, and as subsequently calculated as herein provided, or until such further action by the Board of Trustees. Except where indicated otherwise, the amounts set forth opposite the position are stated in terms on an annual basis. For exempt employees, the amount indicated as an annual amount is the upper limit of compensation to be paid. For payroll adjustment purposes, the computation of payment based on hourly amounts for non-salaried employees where an annual amount of compensation has been provided appears after the annual statement in parentheses. The stated amount is used for computation for a given pay period. The salary schedule for Village employees, officers, and officials is as follows:

Elected Officials

(Annual salary to commence with new term of office):

President – Full Time	\$89,500.00
Liquor Commissioner	\$29,500.00
Village Clerk – Full Time	\$60,000.00
Village Trustee	\$20,000.00

Administrative

(40 hours per week – unless otherwise indicated):

Executive Assistant to the Mayor	\$54,225.60	(\$26.07)
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Deputy Comptroller / Office Manager*	\$85,000.00	
Treasurer – Part Time*	\$25,000.00	
Administrative Assistant/ Business License Clerk	\$52,977.60	(\$25.47)
Administrative Clerk I	\$49,088.00	(\$23.60)
IT Director*	\$125,000.00	
Deputy IT Director*	\$75,000.00	
System Administrator*	\$57,998.75	
Director, Building Department*	\$100,000.00	
Deputy Director of Building*	\$95,000.00	
Administrative Assistant / Building Department	\$51,105.60	(\$24.57)
Building Department Clerk I	\$44,553.60	(\$21.42)
Building Department Clerk II	\$41,641.60	(\$20.02)
Code Enforcement Officer I.....	\$68,764.80	(\$33.06)
Code Enforcement Officer II	\$60,923.20	(\$29.29)
Code Enforcement Officer III.....	\$54,308.80	(\$26.11)
Code Enforcement Officer IV.....	\$53,476.80	(\$25.71)
Backflow Prevention Inspector.....	\$53,476.80	(\$25.71)
Fire Prevention Inspector I – Part Time		\$35.70 per hr.
Health Inspector – Part Time		\$30.12 per hr.
Director of Community Development*	\$153,939.42	
Senior Planners*	\$74,049.45	
Planner*	\$46,932.75	

Director of Human Resources & Operations*	\$147,055.95	
Human Resource Assistant	\$52,145.60	(\$25.07)
Meals on Wheels Program Drivers		\$18.00 per hr.
Office of the Village Clerk		
(40 hours per week unless otherwise indicated):		
Deputy Clerk – Full Time	\$46,924.80	(\$22.56)
Clerk’s Assistant – Part Time		\$18.00 per hr.
Fire Department		
(50.14 hours per week unless otherwise indicated):		
Fire Chief – 40 hours per week*	\$137,460.81	
Battalion Chief Paramedic *	\$122,686.02	(\$47.06)
Battalion Chief EMT *	\$119,131.04	(\$45.70)
Police Department		
(40 hours per week unless otherwise indicated):		
Director of Police*	\$71,338.45	
Civilian Evidence Technician*	\$54,000.00	
Police Department Clerk I – Part Time		\$21.66 per hr.
Crossing Guards		\$18.00 per hr.
Auxiliary Officers		\$21.76 per hr.
Utilities, Streets, Forestry, Water and Sewer Department		
(40 hours per week unless otherwise indicated):		
Utilities Commissioner*	\$136,565.10	
Deputy Utilities Commissioner*	\$110,000.00	

Sustainable Practices/Forestry/ Facilities Management Director*	\$96,115.00	
Fleet Maintenance Supervisor*	\$70,000.00	
Administrative Assistant/ Water Billing Specialist	\$54,225.60	(\$26.07)
Clerk II	\$46,030.40	(\$22.13)
Division Supervisor:		
Street Level I	\$95,513.60	(\$45.92)
Street Level II	\$75,670.40	(\$36.38)
Water	\$79,996.80	(\$38.46)
Sewer	\$79,996.80	(\$38.46)

Collective Bargaining Units:

Represented EmployeesAmounts as applicable and as pursuant to
existing collective bargaining agreement.

Section 3(A). All non-union employees, officers and elected officials are eligible to participate in the Village employees' hospitalization, dental, short-term disability, and long-term disability insurance programs. Non-union employees shall be eligible for single and/or dependent coverage at their option. Elected officials shall only be eligible for single coverage, but the Village President shall be eligible for dependant coverage, commencing with the new term of office following the election in April 2009, provided the Village President performs as a full-time Village President. A full-time elected official shall be allowed to continue to participate in the Village's group health and dental insurance plan upon leaving office at any time for whatever reason with 100% of the premium for applicable coverage to be paid by the Village. With respect to non-union employees, the Village Comptroller is hereby directed to retain from payment of wages an amount equal to twenty percent (20%) of the health and dental insurance premiums assessable to the employee under the health and dental insurance program as elected by the employee. Such retained amounts shall be co-payments by the employee for participation in the Village's health insurance plan and program. The compensation of all elected officials elected on or after April 1, 2003 shall include 100% of the premium for single coverage under the Village's group health and dental insurance plan to be paid by the Village, for those elected officials who elect coverage; and after the election in April 2009, 80% of the premium for dependent coverage for the Village President, to be paid by the Village, if the Village President so elects said coverage.

Section 3(B). Non-union employees are hereby authorized to accumulate sick days. Upon retirement, these sick days, if sufficient, can be used to purchase up to one additional year of

service under the Village's retirement plan (Illinois Municipal Retirement Fund – IMRF).

Section 3(C). That for purposes of determining the time of service to be eligible for progressing in steps where steps are provided for determining the salaries and other compensation involved in a position, the time of service is based solely upon active-duty service, the progression from steps being determined as a function of experience on the job, and absence from active duty shall not be included in calculation of service salary purposes.

Section 3(D). If a Non-union exempt employee with over thirty-five (35) years of active-duty service with the Village dies while employed on a full time basis and such employee participated in the Village's health and dental dependent coverage insurance program at the time of death, said employee's spouse and/or dependents shall be eligible to continue participation until such time as the spouse reaches the age of sixty-five and/or dependents the age of twenty-six, or for such time as deemed eligible under the Village's health and dental insurance plan. To maintain eligibility an amount equal to twenty percent (20%) of the health and dental insurance premiums or such applicable amount as assessed to all employees for similar insurance coverage must be paid monthly to the Village. Section 3(D) shall not apply to any elected official.

Section 4. Salary Schedule Relationship to New Employee; Employees at New Position, and Periodic Review/ Evaluation of Employees.

The scheduled amount of compensation set forth in this Ordinance to the extent applied to positions other than those of officers and department heads or positions for which compensation is provided by other current ordinance of the Village other than the Appropriation Ordinance and the Tax Levy Ordinance or by contract, may be reduced or increased as to a particular position under the circumstance and in the manner as provided in this Section.

- 1) In the event that a new employee is being hired to fill a vacant or new position, the employee shall be hired in an amount not to exceed the then current amount as provided for the position in this Ordinance. The amount of entry level compensation shall be recommended by the appropriate department head or supervisor and the Village Comptroller shall report the recommendation to the Board of Trustees for approval. All such recommendations shall be confidential and shall be based on the person's experience, skills, this Ordinance, the available funds remaining in the appropriations for the department or program involved, and such other matters deemed relevant by the person submitting the recommendation. Every new employee affected by the provision of this paragraph may be hired through a probationary status pending approval of salary amount as may be necessary by the Board of Trustees. Failure by the Board of Trustees to act on the recommendation within ninety (90) days of its submittal will constitute approval of the recommendation as submitted by the Village Comptroller.
- 2) In the event that a current employee is being transferred to fill a vacant or new

position, that employee shall be paid no more than the amount set opposite the position that is being filled as provided in this Ordinance. In the event that an adjustment to the amount of compensation is deemed appropriate by the department head or immediate supervisor and the Village Comptroller, then the procedures as set forth in Paragraph (1) of this section shall be followed.

- 3) In the event that department head or supervisor of employees determines that the amount of compensation, after review and evaluation of the performance of an employee, is inappropriate and should be adjusted either upward or downward, then such person may prepare a written recommendation stating the reasons, in support of the recommended adjustment and the specific circumstances which occasioned review and evaluation of the employee's performance and a projection of the expected results that may be reasonably associated with the adjustment as they relate to performance and morale within the department affected and as to the individual employee. The recommendation shall be filed with the Village Comptroller who shall review it to determine whether the funds available by appropriation to the department are sufficient given the recommended adjustment. After review for that purpose, the Village Comptroller shall file, or cause to be filed, the recommendation with the Board of Trustees. No adjustment in the amount shall occur absent confirmation by the Village Comptroller as to the sufficiency of funds appropriated for such purposes and approval by the Board of Trustees.

Section 5. All wages and salaries set forth herein shall be in full force and effective on May 1, 2023 and shall be paid when funds become available for such purpose. On May 1, 2024, for the period May 1, 2024 through and including April 30, 2025, the wages and salaries as of May 1, 2023, shall be increased by 2.50%, as calculated by the Director of Human Resources and Operations and Village Comptroller, and shall be paid when funds become available for such purpose. All wages and salaries herein provided or amended shall apply and be paid only to current employees whose position of employment is in good standing as of the date of this Ordinance or officers duly qualified to hold such position as of the date of this Ordinance. Elected officials shall not receive any increase in salary under this Section.

Section 6. Any existing positions for which salaries are not stated or provided in this Ordinance shall continue to be compensated at the level of salary as last approved by the Board of Trustees for such positions except in the event of termination of the position or of the employee or reduction in compensation at which time this authorization shall cease.

Section 7. All positions listed above that have an asterisk (*) following the position are hereby designated as exempt employees and as such shall be considered salaried employees and not eligible for overtime compensation.

Section 8. 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 9. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10. 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.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of August 2023, 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 August 2023.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G-__

**AN ORDINANCE APPROVING AMENDMENT NUMBER ONE TO THE AGREEMENT
BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, AND
TEAMSTERS, LOCAL 700 EFFECTIVE MAY 1, 2021 THROUGH APRIL 30, 2025**

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

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

ORDINANCE NUMBER 2324-G-__

**AN ORDINANCE APPROVING AMENDMENT NUMBER ONE TO THE AGREEMENT
BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, AND
TEAMSTERS, LOCAL 700 EFFECTIVE MAY 1, 2021 THROUGH APRIL 30, 2025**

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

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

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

Section 2. The Amendment Number One to the Agreement between the Village of Franklin Park, Illinois and Teamsters, Local 700, Effective May 1, 2021 through April 30, 2025 (the "*Amendment One*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Village Board, provided Amendment One is ratified by the representatives of Teamsters, Local 700, and with such necessary revisions, if any, as determined by the Utilities Commissioner or Director of Human Resources and Operations and as subsequently authorized by the Village President, said changes being approved by execution and delivery of the Amendment One by the Village President.

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

execution of the Amendment One by representatives of the Teamsters, Local 700.

Section 4. The officials, officers, employees, and attorneys of the Village are hereby authorized to undertake actions on the part of the Village as contained in this Ordinance and Amendment One to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. The Village Comptroller and Village Treasurer are hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the Village as contained in the Amendment One to complete satisfaction of any provision, term or condition stated therein.

Section 6. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

Section 8. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of August 2023, 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 August 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Amendment One

**AMENDMENT NUMBER ONE TO THE AGREEMENT BETWEEN THE
VILLAGE OF FRANKLIN PARK, ILLINOIS, AND TEAMSTERS, LOCAL 700
EFFECTIVE MAY 1, 2021 THROUGH APRIL 30, 2025**

This Amendment Number One (the "*Amendment One*") to the Agreement between the Village of Franklin Park, Illinois (the "*Village*") and the Teamsters, Local 700 (the "*Union*") effective May 1, 2021 through April 30, 2025 (the "*Agreement*") is made this 15th day of August 2021, the Village and Union being collectively referred to as the "*Parties*".

PRELIMINARY STATEMENTS

WHEREAS, the Parties continually discuss issues and concerns during Labor Management Meetings to amicably address and resolve issues between the Parties; and

WHEREAS, the Village determined to add two additional Fleet Mechanic Classification Positions to the Wage Schedule to recognize the need for multiple ASE Certifications that are required for the effective operation of the Fleet Maintenance Division of the Utilities Department.

NOW THEREFORE, in consideration of the foregoing recitals and mutual covenants and promises hereinafter set forth, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereby contract and agree, as follows:

Section 1. Appendix B ("*Wage Schedule*") of Article XV ("*Wages*") of the Agreement is hereby amended by deleting Appendix B in its entirety and inserting a new Appendix B entitled "*Wage Schedule Public Works*" to read, as follows:

**APPENDIX B
WAGE SCHEDULE PUBLIC WORKS**

Position	Current Rate	5/1/21 1.75%	Annual	5/1/2022 2%	Annual	5/1/23 2.25%	Annual	5/1/24 2.5%	Annual
Laborer (less than 1 yr)	\$20.82	\$21.18	\$44,063.45	\$21.61	\$44,948.80	\$22.09	\$45,947.20	\$22.65	\$47,104.87
Laborer (1 - 2 yrs)	\$22.54	\$22.93	\$47,703.66	\$23.39	\$48,651.20	\$23.92	\$49,753.60	\$24.52	\$50,996.34
Laborer (2 - 3 yrs)	\$23.94	\$24.36	\$50,666.62	\$24.85	\$51,688.00	\$25.41	\$52,852.80	\$26.04	\$54,163.82
Truck Driver Level 1	\$30.51	\$31.04	\$64,571.36	\$31.66	\$65,852.80	\$32.38	\$67,350.40	\$33.19	\$69,028.32
Truck Driver Level 2	\$29.12	\$29.63	\$61,629.57	\$30.22	\$62,857.60	\$30.90	\$64,272.00	\$31.67	\$65,883.47
Truck Driver Level 3	\$28.82	\$29.32	\$60,994.65	\$29.91	\$62,212.80	\$30.58	\$63,606.40	\$31.35	\$65,204.73
Truck Driver Level 4	\$25.14	\$25.58	\$53,206.30	\$26.09	\$54,267.20	\$26.68	\$55,494.40	\$27.35	\$56,878.79
Water Equipment Operator I	\$33.37	\$33.95	\$70,624.27	\$34.63	\$72,030.40	\$35.41	\$73,652.80	\$36.30	\$75,499.02
Water Equipment Operator II	\$30.51	\$31.04	\$64,571.36	\$31.66	\$65,852.80	\$32.38	\$67,350.40	\$33.19	\$69,028.32
Equipment Operator Level 1	\$30.37	\$30.90	\$64,275.07	\$31.52	\$65,561.60	\$32.23	\$67,038.40	\$33.03	\$68,711.57
Equipment Operator Level 2	\$29.81	\$30.33	\$63,089.88	\$30.94	\$64,355.20	\$31.63	\$65,790.40	\$32.43	\$67,444.58
Equipment Operator Level 3	\$29.13	\$29.64	\$61,650.73	\$30.23	\$62,878.40	\$30.91	\$64,292.80	\$31.69	\$65,906.10
Chauffeur Operating Sweeper 1	\$30.93	\$31.47	\$65,460.25	\$32.10	\$66,768.00	\$32.82	\$68,265.60	\$33.64	\$69,978.56
Chauffeur Operating Sweeper 2	\$30.02	\$30.55	\$63,534.33	\$31.16	\$64,812.80	\$31.86	\$66,268.80	\$32.65	\$67,919.71
Mechanic 1A	\$33.94	\$34.53	\$71,830.62	\$35.22	\$73,257.60	\$36.02	\$74,921.60	\$36.92	\$76,788.63
Mechanic 1B	\$25.86	\$26.31	\$54,730.10	\$26.84	\$55,827.20	\$33.58	\$69,846.40	\$34.42	\$71,592.56
Mechanic 2						\$30.58	\$63,606.40	\$31.34	\$65,196.56
Mechanic 3						\$27.44	\$57,075.20	\$28.13	\$58,502.08

Section 2. The Parties represent that each has ratified the terms and conditions herein set forth and that each representative has full authority to enter into and sign this Amendment One. This Amendment One 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. The Parties agree that no statement, representation promise or provision it requested has been excluded in Amendment One and if so omitted, the Parties hereby relinquish the benefit of any such omitted statement, representation, promise or provision and are willing to perform without claiming reliance thereon or making any other claim on account of such omission. This Amendment One shall be deemed and construed to be the joint and collective work product between the Parties and, as such, this Amendment One shall not be construed against one party, as the otherwise purported drafter of same, by any body of competent jurisdiction or order resolving any inconsistency, any ambiguity, vagueness or conflict in the terms or provisions, if any, contained herein or in the Agreement. Nothing contained herein shall preclude the Parties from mutually agreeing in writing to amend or otherwise modify the Agreement.

Section 3. Except for the provisions of this Amendment One, all the terms, covenants, and conditions of the Agreement, all the rights and obligations of the Parties thereunder, shall remain in full force and effect, are not otherwise altered, amended, revised, or changed. In the event of any conflict between the terms of the Agreement and the terms of this Amendment One, the terms of this Amendment One will control.

IN WITNESS WHEREOF, the Parties agree and enter into this Amendment One to the Agreement on the day herein set forth above.

Village of Franklin Park, Illinois

By: _____
Village President

Attest: _____
Village Clerk

Teamsters, Local Union Number 700

By: _____
President

Attest: _____
Secretary-Treasurer

Order Form: Q-14371-1
Date: 4/6/2023, 12:37 PM
Expires On: 9/30/2023



Phone: (866) 777-0069
Email: info@sprbrk.com

Ship To:
Dan Corcoran
Village of Franklin Park, IL
9500 W. Belmont Ave.
Franklin Park, Illinois 60131
dcorcoran@vofp.com

Bill To:
Cynthia Perez
Village of Franklin Park, IL
9500 W Belmont Ave
Franklin Park, Illinois 60131
cperez@vofp.com

Account Manager	E-mail	Phone Number	Payment Terms
Tom Hamm	tom.hamm@sprbrk.com	(503) 436-5131	Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Finance Suite Subscription	USD 26,500.00	1	0.000	USD 26,500.00
Accounts Receivable Subscription	USD 3,800.00	1	0.000	USD 3,800.00
Licenses and Permits Subscription	USD 4,300.00	1	0.000	USD 4,300.00
Utility Billing Subscription	USD 18,400.00	1	0.000	USD 18,400.00
Payroll Subscription	USD 12,981.00	1	0.000	USD 12,981.00
Employee Self Services Subscription	USD 13,428.00	1	0.000	USD 13,428.00
Human Resources Management Subscription	USD 10,561.00	1	0.000	USD 10,561.00
Annual Product Pricing Total:				USD 89,970.00

Fixed Fee Professional Services					
PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
Fixed Fee Professional Services Migration	Fixed Fee Professional Services	USD 15,750.00	1	0.000	USD 15,750.00
Fixed Fee Professional Services Total:					USD 15,750.00

Grand Total: USD 105,720.00
* excludes applicable sales tax

Order Details

Customer Name: Village of Franklin Park, IL

Customer Contact: Dan Corcoran

Governing Agreement(s): This Order Form is governed by the MSA v.7.22 and PSA V.823, as amended and attached herein.

Term(s): 3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

** The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered

Invoice Timing

Estimated Professional Services,
On-Site Professional Services, and
Travel Expenses*:

Monthly, in arrears for services in the prior month unless specified in Special Terms.

Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

Print Services and Transaction Fees:

Monthly, in arrears for transactions in the prior month.

Hardware and One-Time Licenses:

Upon the Effective Date of this Order Form.

Software Licenses, Subscriptions,
Maintenance,
and Hosting (New):

Annually in advance upon Order Start Date.

Software Licenses, Subscriptions,
Maintenance, and Hosting
(Renewal):

Sixty (60) days in advance of the Order Start Date.

Software Subscriptions, Maintenance,
and Hosting (Add-Ons):

Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.

Software Subscriptions (Migrations):

Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

** Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work. Changes under \$5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.*

Special Order Terms

Special Order Terms (if any):

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

Franklin Park, IL - Village of

Signature:_____

Signature:_____

Name (Print):_____

Name (Print):_____

Title:_____

Title:_____

Date:_____

Date:_____

Purchase Order # (if required)_____

Springbrook v7 to Cloud Migration Statement of Work

Following is a description of the project scope for a v7 premise upgrade of Springbrook Software to Springbrook's Enterprise Cloud solution. Any work or deliverables not explicitly stated below should be considered out of scope for the purposes of this agreement. Customized software is not supported in Springbrook's cloud product. If your agency has customizations in your current version of the software, Springbrook will conduct an analysis to determine any standard functionality that may be used to replace those custom items.

The process for migrating from a v7 premise installation of Springbrook to Springbrook's Enterprise Cloud solution consists of the following major phases:

1. **Analyze Custom Software (if applicable):** After completing the analysis, Springbrook will offer alternative solutions to meet your business needs that were previously satisfied through customization. However, please be aware that there is no guarantee that standard functionality will replicate all previously customized functionality. If your agency has business needs not met by Springbrook's standard functionality, Springbrook reserves the right to charge additional professional service fee for the analysis, development, testing, and delivery of such solutions. *
2. **Performing a test migration.** During this phase, Springbrook staff will work directly with your IT or other staff to get a current copy of the existing Springbrook database and complete an initial conversion/upgrade of the database and load it to your Cloud database for review. Only one (1) conversion/test migration will be performed as part of this project. *
3. **Complete configuration of Springbrook Cloud.** During this phase, a Springbrook Professional Services Consultant will work with staff to complete configuration of the Cloud system, including configuring imports, exports, and check/bill prints to ensure the Cloud system works similarly to the existing premise version. Any request to change functionality from how things work in the premise version are generally considered out of scope for the purposes of this project – this includes, but is not limited to, setting up new users or modifying permission for existing users, configuring additional imports/exports for new banks, third-party bill printers, third-party AML providers, changing the formats of existing check prints, etc.*
4. **Complete enhancement overview session.** During this phase, a Springbrook Professional Services Consultant will provide one (1) overview session to your key staff of differences between Springbrook Cloud and your current v7 software. The focus of this single session is generally on understanding the differences between the two versions and does not include training/re-training in the software. *
5. **Perform final data migration.** During this phase, we'll repeat the test migration, but this will be the last and final data migration to the Springbrook Cloud solution. Once Springbrook staff have obtained a copy of the current v7 database, staff will be unable to use the local version of Springbrook until the Cloud solution is live. In most cases, this downtime will span 2-3 business days (with the potential to extend up to 5 business days). Read-only access to the local v7 version of Springbrook will be available while the final Cloud migration is performed. Please note that integrated systems that rely on Springbrook data, including our CivicPay and Employee Self Service systems, will be unavailable during the final migration as well.
6. **Go live with Springbrook Cloud.** Once the final data migration has occurred and the Cloud system has been verified by Springbrook staff, it will be made available to your staff to begin live processing. A Springbrook Professional Services consultant will be available during the first week to field phone calls and emails regarding questions or issues discovered. Following the first week of go live, additional assistance with using Springbrook Cloud should be directed to Springbrook Technical Support resources. *

**If additional services are requested, a separate agreement will be required to govern the terms and cost for that additional out of scope work.*

SPRINGBROOK MASTER SERVICES AGREEMENT – SOFTWARE AS A SERVICE

This Springbrook Master Services Agreement (this “**Agreement**”) is entered into by and between Springbrook Holding Company, LLC, a Delaware corporation and affiliates with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205, (“**Springbrook**”) and Customer identified on the Order (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**.” Specific services terms, product details, and any applicable license and/or subscription terms will be set forth in applicable Order(s) which shall become binding on the parties and subject to this Agreement.

Purchase or use of the Subscription Service (defined below) is subject to this Agreement. If Customer is entering into this Agreement on behalf of a company, organization or another legal entity (an “**Entity**”), Customer is agreeing to this Agreement for that Entity and representing to Springbrook that it has the authority to bind such Entity to this Agreement.

1. DEFINITIONS

- 1.1 “**Authorized User**” means one individual natural person, authorized by Customer to use the Subscription Service and for whom Customer has purchased a subscription to the Subscription Service. Authorized Users may include but are not limited to Customer’s employees, contractors and agents. Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Subscription Service.
- 1.2 “**Customer Data**” means any and all content, eDocuments, materials, data and information that Customer or its Authorized Users, or other end users enter into the Subscription Services including but not limited to, personal information, information exchanged between Customer and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.
- 1.3 “**Customer**” means the entity that purchases a subscription to the Subscription Service, directly from Springbrook or through an authorized reseller, distributor, or other channel partner of Springbrook.
- 1.4 “**Intellectual Property Rights**” means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.5 “**Online Payments Schedule**” means service-specific terms and conditions applicable to the Springbrook Online Payments software, attached hereto as Exhibit C.
- 1.6 “**Open Source Software**” or “**OSS**” means software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and may be embedded in the delivered Software.
- 1.7 “**Optional Subscription Services**” mean the optional add-ons to the Subscription Service that may be available for purchase either directly from Springbrook or through an authorized reseller or partner of Springbrook, as more particularly described or identified in the applicable Order.
- 1.8 “**Order Form**” means written orders to purchase subscriptions and to use the Subscription Service (or, where applicable, to purchase Optional Subscription Services).
- 1.9 “**Order Term(s)**” means the Term(s) specified on the Order Form.
- 1.10 “**Services**” means the Software and services identified in a corresponding Order Form that are provided by Springbrook.
- 1.11 “**Software**” means the Springbrook proprietary software, in object code format, including documentation, updates, patch releases, and upgrades with respect thereto, Springbrook makes available for download or otherwise provides for use with the Subscription Service, but excludes any OSS and other third-party software.
- 1.12 “**Specifications**” means the online specifications for the Subscription Service, as made available by Springbrook at <https://sprbrk.box.com/v/sprbrk-software-specs> (which URL location and content may be updated from time to time by Springbrook).
- 1.13 “**Subscription Period(s)**” means the duration of Customers and Authorized User’s active, paid access to the Subscription Service, as designated in the Order Form(s).

- 1.14 **"Subscription Service(s)"** means the cloud-based Software for which Customer has obtained a subscription either directly from Springbrook or through an authorized reseller or other partner of Springbrook, as more particularly described in the applicable agreement or order under which such subscription was obtained. If and as designated in the Specifications, the Subscription Service may be inclusive of application programming interfaces ("APIs") developed by Springbrook to enable interaction and integration with the Subscription Service. Unless otherwise specified herein or other applicable contractual terms, all references to "Subscription Service(s)" will be deemed to include Optional Subscription Services that are Springbrook Software or other Springbrook proprietary products.
- 1.15 **"Supported Modification"** means a configuration of or modification to the Subscription Service requested by Customer that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.
- 1.16 **"Third Party Services"** means products, services, technology and methods other than Springbrook proprietary Software and Services.

2. USAGE AND ACCESS RIGHTS

- 2.1. Right to Access. Springbrook hereby grants to Customer a limited, non-exclusive, non-transferrable right to (a) access and use the Software and (b) implement, configure and permit its Authorized Users to access and use the Software during the Subscription Period, solely for it and its affiliates' internal business purposes, and in accordance with the Specifications. Customer may purchase the Services by submitting Order Form. No Order Form will be deemed accepted by Springbrook unless and until Springbrook accepts such Order Form in writing. Upon Order acceptance and subject to Customer's payment of the corresponding Services fees, Springbrook will make the Services available to Customer. Any terms and conditions contained in any quote, invoice, purchase order or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by Springbrook with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, it will become part of this Agreement. Customer will ensure that all its Authorized Users using the Subscription Services under its Account comply with all of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer. Customer acknowledges and agrees the use of the Subscription Services may require Customer to enter into separate licenses with entities other than Springbrook for Third Party Services.
- 2.2. Restrictions on Use. Customer shall not, and shall not permit others to, do the following with respect to the Subscription Services:
- 2.2.1. make the Subscription Service available to anyone other than Authorized Users;
 - 2.2.2. use the Subscription Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics as set forth in this Agreement, including the applicable Order Form;
 - 2.2.3. license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided in this Agreement or the express permission of Springbrook;
 - 2.2.4. use the Subscription Service in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
 - 2.2.5. access or use the Subscription Services (inclusive of any APIs) for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Services or allow access by a direct competitor of Subscription Services;
 - 2.2.6. obtain intellectual property rights to the use of any component of the Subscription Services (inclusive of APIs);
 - 2.2.7. create derivative works based on the Subscription Service;
 - 2.2.8. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services or technologies, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business

- purposes in accordance with Springbrook's applicable documentation;
- 2.2.9. interfere with or disrupt the integrity, operation, or performance of the Subscription Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of the Subscription Services or any host, network, or account related thereto or use any aspect of the Subscription Service components other than those specifically identified in an Order Form, even if technically possible. Springbrook assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Subscription Services;
- 2.2.10. use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 11.3).
- 2.3 Data Usage and Storage. The Subscription Service is provided with a limit of five hundred gigabytes (500GB) of data storage for all cloud environments. Additional storage can be purchased from Springbrook by Customer in blocks of five hundred megabytes (500MB), with a price of one thousand dollars (\$1,000) per year. If the Subscription Service is nearing its expiration date or is otherwise terminated, Springbrook will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Springbrook. Springbrook's Data Storage Policy can be accessed at <https://sprbrk.box.com/v/sprbrk-data-storage-policy> (which URL location and content may be updated from time to time by Springbrook).
- 2.4 Springbrook's Responsibilities. Springbrook will: (i) make the Subscription Services available to Customer pursuant to this Agreement and any applicable Order Forms; (ii) provide to Customer support related to the Subscription Service in accordance with the Springbrook Support Terms accessible at <https://sprbrk.box.com/v/sprbrk-saas-support-policy> (which URL location and content may be updated from time to time by Springbrook); (iii) provide the Subscription Service only in accordance with applicable laws and government regulations; and (iv) will maintain a current PCI-DSS Attestation of Compliance ("AOC") which shall be available upon request to Customer once per year.
- 2.5 Customer's Responsibilities. Customer will (i) be responsible for meeting Springbrook's applicable minimum system requirements accessible at <https://sprbrk.box.com/v/sprbrk-minimum-requirements> (which URL location and content may be updated from time to time by Springbrook) for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service under its account, and notify Springbrook promptly of any such unauthorized access or use, and (v) use the Subscription Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Springbrook to Customer.

3. PAYMENT TERMS.

- 3.1. Invoicing and Payment. Springbrook will invoice Customer in advance for the Subscription Service and is payable net thirty (30) days of the invoice date. Subscription Service fees will be due thirty (30) days in advance of the first day of each Subscription period to which the payment relates. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional Authorized User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be pro-rated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase"). Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Upon

execution by Customer and Springbrook, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement.

- 3.2. Overdue Charges. If any fees owed are not received from Customer by the due date, then without limiting Springbrook's rights or remedies, those charges will accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- 3.3. No Requirement for Purchase Order. Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Springbrook has the right to issue an invoice and collect payment without a corresponding purchase order. Provided, however, that if a Customer's procurement procedure requires a purchase order number on a pertinent Order Form or SOW, the purchase order is required to be provided to Springbrook. If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and Springbrook hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer.
- 3.4. Suspension of Service and Acceleration. If any amount owing by Customer under this Agreement for any of the Subscription Services is thirty (30) or more days overdue, Springbrook may, without limiting Springbrook's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order Form or SOW) so that all such obligations become immediately due and payable and suspend any use of the Subscription Service until such amounts are paid in full. Moreover, if any amount owing by Customer under this Agreement for any Subscription Services is ninety (90) days delinquent, Springbrook may, in its sole discretion, temporarily cease providing Customer Subscription Services and/or any pertinent support until past due amounts are paid in full.
- 3.5. Taxes. Subscription Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.

4. CONFIDENTIALITY

- 4.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that
 - (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,
 - (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 4.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including Springbrook's Privacy Policy, accessible at <https://sprbrk.box.com/v/sprbrk-privacy-policy>, which URL and its content may be updated from time to time by Springbrook), (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are legally bound to protect such Confidential Information consistent with this Agreement.
- 4.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party

if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

5. OWNERSHIP

- 5.1. Subscription Services. Subject to the limited rights expressly granted hereunder, Springbrook reserves all rights, title and interest in and to the Subscription Service and any associated Software and documentation, including all related technology and Intellectual Property Rights, and no other license or ownership may be inferred to Customer or any third party. Springbrook reserves all rights not granted herein.
- 5.2. Customer Data. Customer reserves all its rights, title and interest in and to the Customer Data. No rights are granted to Springbrook hereunder with respect to the Customer Data, except that Springbrook may (i) store, copy, process, and transmit such Customer Data for purposes of providing the Subscription Service to Customer and (ii) otherwise utilize Customer Data if and as permitted by the Springbrook Privacy Policy.
- 5.3. Third Party Services. Customer may choose to obtain Third Party Services for use with the Springbrook Software and Services either directly through the third party providing the Third Party Services or indirectly through Springbrook where Springbrook acts as a reseller of the Third Party Services. Third Party Services may require Customer to enter into a license or other agreement with such third party for use of the Third Party Services. Customer is solely responsible for obtaining any such license or other agreement for the Third Party Services. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIRD-PARTY SERVICES ARE PROVIDED PURSUANT TO THE TERMS OF THE APPLICABLE THIRD-PARTY LICENSE OR SEPARATE AGREEMENT (IF ANY) BETWEEN THE LICENSOR OF THE THIRD-PARTY SERVICES AND CUSTOMER, CUSTOMER MAY ONLY SEEK REDRESS FOR USE OF THE THIRD-PARTY SERVICES FROM THE THIRD PARTY PROVIDING THE THIRD-PARTY SERVICES, AND SPRINGBROOK ASSUMES NO RESPONSIBILITY FOR, AND SPECIFICALLY DISCLAIMS ANY LIABILITY OR OBLIGATION WITH RESPECT TO, ANY THIRD-PARTY SERVICE.
- 5.4. Feedback. Customer grants Springbrook a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Service (or Springbrook's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Service.

6. WARRANTIES AND DISCLAIMERS

- 6.1. Specifications. Subject to the limitations set forth below, Springbrook warrants that, during the Subscription Period, the Subscription Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and Springbrook's entire liability for any breach of the foregoing warranty, Springbrook will use commercially reasonable efforts to modify the Subscription Service so that it conforms to foregoing warranty.
- 6.2. Subscription Service Level Commitment. During the Subscription Period, Springbrook further warrants that the Subscription Service will meet the performance level specified in Exhibit A, which sets forth Customer's sole and exclusive remedy for Springbrook's failure to achieve the stated Subscription Service performance level.
- 6.3. Mutual Warranties. Each party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.
- 6.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW. Springbrook will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or Third Party Services, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Springbrook or Springbrook's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Springbrook documentation or (v) any of the SLC Exclusions (as defined in the Subscription Service Level Commitment).

7. MUTUAL INDEMNIFICATION

- 7.1. Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Springbrook, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any Authorized User's use of the Subscription Service (other than any claim for which Springbrook is responsible under Section 8) in violation of this Agreement, applicable law, or the Specifications or (ii) the nature and content of all Customer Data processed by Subscription Services.
- 7.2. Indemnification by Springbrook. Springbrook will defend (or at Springbrook's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Service, as furnished by Springbrook hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Springbrook will have no liability under this Section 7.2 to the extent that any third-party claims described herein are based on (i) any combination of the Subscription Service with Third Party Services or products, services, methods, or other elements not proprietary to Springbrook; (ii) any use of the Subscription Service in a manner that violates this Agreement or the instructions given to Customer by Springbrook; (iii) any use of the Subscription Services in a manner that it was not intended (iv) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (v) Customer's breach of this Agreement; and/or Customer's revisions of Subscription Services made without Springbrook's written consent. THIS SECTION 7.2 STATES THE ENTIRE OBLIGATION OF SPRINGBROOK AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE.
- 7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section 7, the indemnified party as a condition to receive indemnity from the indemnifying party, must: (a) provide the indemnifying party prompt written notice of such claim; (b) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (c) give sole authority to the indemnifying party to defend or settle such claim.
- 7.4. Mitigation Measures. In the event that (i) any claim or potential claim covered by Section 7.2 arises or (ii) Springbrook's right to provide the Subscription Service is enjoined or in Springbrook's reasonable opinion is likely to be enjoined, Springbrook may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Subscription Service, by replacing or modifying the Subscription Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Subscription Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.4, Springbrook will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

8. **LIMITATIONS OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS); (ii) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY); OR (iii) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE

INCIDENT.

Exclusion of Damages. EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) EITHER PARTY'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

- 8.1. Security and Other Risks. Customer acknowledges that, notwithstanding security features of the Subscription Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 7, Springbrook will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Subscription Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Springbrook and hold it harmless against those risks.

9. SECURITY AND PERSONAL DATA

- 9.1. Security. Springbrook has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Springbrook holds PCI-DSS certifications and leverages certified service providers who are vetted against industry standards such as ISO 27001 and SSAE 18 SOC 2 in the provision of the service
- 9.2. Customer Data. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer is responsible for updating all Customer Data. In addition, Customer acknowledges that Springbrook generally does not have access to and cannot retrieve lost Customer Data. If Customer loses Customer Data, Customer may no longer have access to the Subscription Service. Customer grants to Springbrook the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Springbrook: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if Springbrook has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Springbrook may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.
- 9.3. Use of Aggregate Data. Customer agrees that Springbrook may collect, use, and disclose quantitative data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All disclosed data will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Subscription Services.

10. SUBSCRIPTION PERIOD AND TERMINATION

- 10.1. Term of Authorized User Subscriptions. Authorized User Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. A Subscription Period and/or pricing thereon may be subject to prorating where Springbrook deems it appropriate to cause newly purchased Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order Form, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be subject to annual pricing increase as designated by Springbrook and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Subscription Service will terminate at the end of the relevant Order Term.
- 10.2. Termination or Suspension for Cause. A party may terminate any Subscription Service for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, Springbrook may, at its sole option, suspend or terminate Customer's or any Authorized User's access to the Subscription Service, or any portion thereof, immediately if Springbrook, in its sole discretion: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data (ii) suspects that Customer or an Authorized User is using the Subscription Service in a way that violates this Agreement and could expose Springbrook or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.
- 10.3. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) Within thirty (30) calendar days following the end of Customer's final Subscription Period, Customer may request in writing Springbrook to provide a copy of Customer's data and associated documents in a database dump file format. Springbrook will comply in a timely manner with such request; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Springbrook's then-current time-and-materials rates; (b) pays any and all unpaid amounts due to Springbrook; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Springbrook's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and the sections set forth in Section 11.4 of this Agreement.
- 10.4. Survival. Sections 4 (Confidentiality), 5 (Ownership and Proprietary Rights), 6.4 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 10.3 (Effect of Termination), 10.4 (Surviving Provisions), and 11 (General Provisions) will survive any termination or expiration of this Agreement for one (1) year after this Agreement expires or is terminated.

11. GENERAL

- 11.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1).
- 11.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Illinois and County of Cook without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Subscription Service or this Agreement will be the state and federal courts located in Chicago, Illinois and each of the parties hereto waives any objection to jurisdiction and venue in such courts.
- 11.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its

activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Subscription Service in violation of any U.S. export embargo, prohibition or restriction. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

- 11.4. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.
- 11.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 11.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.
- 11.7. Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 11.8. Publicity. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Subscription Service use, Springbrook may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on Springbrook's website and marketing materials to identify Customer as Springbrook's customer, and for providing the Subscription Service to Customer; provided that, Springbrook will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.
- 11.9. Force Majeure. Springbrook will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.
- 11.10. Entire Agreement. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null.

EXHIBIT A
AVAILABILITY AND SECURITY

Service Availability:

Springbrook will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Springbrook during Springbrook's standard maintenance windows. Springbrook will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
 1. Customer's use of any programs not supplied by Springbrook;
 2. Customer's failure to provide Springbrook with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
 3. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
 4. Any mis-configuration by Customer (as determined in Springbrook's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services; and
 5. Force majeure or other circumstances beyond Springbrook's reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability.
- e. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Customer combining or merging the Subscription Services with any hardware or software not supplied by Springbrook or not identified by Springbrook in the Specifications as being compatible with the Subscription Services.
- g. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.
- h. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Springbrook will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Springbrook will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Springbrook. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Springbrook to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this Exhibit A.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

Notes:

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.
- (2) Specifically excluded from "n" and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max \$840)
70.0% - < 80.0%	30% (max of \$1,120)
60.0% - < 70.0%	40% (max of \$1,400)
< 50%	50% (max of \$2,800)

Customer Account Login:

For Springbrook user interface access, Springbrook uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Springbrook will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Hosting:

Springbrook's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Springbrook's data center provider is and will remain SSAE 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure.

Security Patching and updates are actively evaluated by engineers and will be deployed based upon the impact and risk and stability benefits they offer to Springbrook's SaaS platform and Customers. Springbrook will attempt to provide customers reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to customer data.

Exhibit C
ONLINE PAYMENTS SCHEDULE TO SPRINGBROOK SOFTWARE

1. Definitions

“Citizen” means the person who uses Online Payments (as defined below) to complete a payment processing that results in the debiting or charging of an amount to such person’s payment instrument and the crediting of funds to Customer.

“Online Payments” means an optional third-party add-on to the Software that Springbrook facilitates designed to collect payment information for the purpose of payment processing.

“Payment Application(s)” refers broadly to all third-party payment applications, gateway, processors, payment terminals, and service providers that store, process, or transmit cardholder data as part of authorization or settlement, where these payment applications are sold, distributed or licensed to Customer.

2. Online Payments

2.1 During the Term, and subject to compliance with the terms and conditions of this Exhibit, Springbrook will provide the right to access to, and use of, Online Payments to Customer’s Authorized Users with an Online Payments enabled Account. For the avoidance of doubt, Springbrook is only facilitating access to and use of Online Payments and is not a provider of Online Payments.

2.2 To facilitate payments, Customer will be required to provide Springbrook with certain Customer Data, including specifically, information that allows Springbrook to: (a) transmit Customer’s identifying information to a Payment Application; (b) if applicable, receive appropriate payment authorization from a Payment Application; and (c) collect any other information that Customer or Payment Application requires of Springbrook in order to facilitate payment processing. Customer authorizes Springbrook to store, process, and transmit Customer Data as necessary for a Payment Application to facilitate payment processing between Customer and a third party designated by Customer. Unless otherwise provided, Online Payments will temporarily store information received from Customer, such as account information for a Payment Application only for the purpose of facilitating the payment processing.

2.3 The payment processing facilitated through Online Payments is processing activities between Customer and a third party and/or Customer and a Payment Application, and not with Springbrook. Payment Applications are independent contractors and not agents, employees or subcontractors of Springbrook. Springbrook does not control and is not responsible for the payment methods made available by the Payment Applications through Software nor the Third-Party Services that are sold or purchased by Customer. Customer acknowledges and agrees that Springbrook cannot ensure that Citizen or third party will complete a payment processing or that it is authorized to do so.

3. Additional Customer Responsibilities

3.1 Springbrook’s provision of Online Payments is conditioned on Customer’s acknowledgement of and agreement of the following:

- (a) Customer is solely responsible for registering and maintaining an account with Online Payments in order to facilitate the payment processing via Online Payments;
- (b) Customer is solely responsible for complying with: (i) all laws applicable to the payment processing conducted by customer via Online Payments; (ii) all terms of use or other terms and conditions between Customer and Payment Applications.
- (c) Customer is solely responsible for the acts and omissions of its Authorized Users in relation to their use of Online Payments and for ensuring that such use complies with the terms of the Agreement;
- (d) Customer has exclusive control over and responsibility for the content, quality, and format of any payments processing it submits to be processed via Online Payments. Nothing in this Schedule may be construed to make Springbrook a party to any payment processed by Online Payments, and Springbrook makes no representation or warranty regarding the payment processing sought to be

affected by Customer's use of Online Payments; and

- (e) Customer is solely responsible for any and all disputes with any Payment Applications or Citizens related to or in connection with a payment processing sought to be facilitated via Online Payments, including, but not limited to: (i) chargebacks; (ii) products or services not received; (iii) return of, delayed delivery of, or cancelled products or services; (iv) cancelled transactions; (v) duplicate transactions or charges; (vi) electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances; and (vii) amount of time to complete payment processing.

4. Payment Warranties; Disclaimers' Limitation of Liability

- 4.1 Springbrook Payments Warranty.** The parties acknowledge and agree that, notwithstanding any of the provisions of the Agreement, Customer's sole and exclusive warranties with respect to Online Payments are set forth in the following sentence. Springbrook warrants that Online Payments as delivered to Customer and used in accordance with the Agreement and its applicable specifications will perform substantially in accordance with the specifications associated with the Software.
- 4.2 Disclaimer.** Except for the express warranties for the Software set forth above, Springbrook: (a) makes no additional representation or warrant of any kind-whether express, implied in fact or by operation of law, or statutory-with respect to Online Payments; (b) disclaims all implied warranties, including, but not limited to, merchantability, fitness for a particular purpose, and title; and (c) does not warrant that Online Payments will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of Springbrook to any third party.
- 4.3 Limitation of Liability.** Springbrook shall not be responsible or liable for any claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute that may arise between Customer and a Citizen, and /or Customer and a Payment Application regarding the payment processing ("Payment Processing Disputes"), and Customer hereby agrees that it will not bring or assert any action, claim or cause of action in jurisdiction or forum against Springbrook arising from or relating to a Payment Processing Dispute.

5. Third Party Claims

In addition to the third party claims obligations and subject to the indemnification procedures under the Agreement, Customer will indemnify and defend Springbrook against, any Claim to the extent arising from or related to: (a) improper use of Online Payments by Customer or its Authorized Users; (b) any breach by Customer of its obligations hereunder; (c) violation of any law or the rights of a third party by Customer through its use of Online Payments and/or the actions or inactions of any third party to whom Customer grants permissions to use Customer's Account or access Online Payments on Customer's behalf; and (d) the terms of an agreement between Customer and a Citizen, or Customer and a Payment Application.

SPRINGBROOK PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions, together with each Order Form entered into by the Parties that references such Terms and Conditions, constitute a binding agreement ("**Agreement**") by and between Springbrook Holding Company, LLC, a Delaware corporation and its Affiliates ("**Springbrook**") and the Customer identified on the Order Form ("**Customer**"). These Terms and Conditions become effective as of the date of the related Order Form. Each of Springbrook and Customer is referred to herein individually as a "**Party**" and collectively as the "**Parties**."

The Agreement governs the provision by Springbrook, and the receipt by Customer, of the Professional Services (defined below) that Springbrook provides to Customer.

1. SCOPE OF SERVICES.

- (a) Subject to compliance with the terms and conditions of the Agreement, Springbrook will provide Customer with certain skilled services, such as software implementation, configuration, conversion, customization, upgrade, data extraction, diagnostic, training and/or other services (collectively "**Professional Services**") as specified in the applicable order form executed by Springbrook and Customer (each an "**Order Form**"). Any such Order Form must reference these Terms and Conditions.
- (b) Each Order Form, or will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or materials to be provided to Customer (each, a "**Deliverable**"); (ii) applicable fees and payment terms for such Professional Services, if not elsewhere specified, and (iii) other details regarding the Professional Services. All Order Forms will be subject to these Terms and Conditions.
- (c) For certain types of Professional Services, Springbrook will prepare and make available to Customer a scope of work or cloud migration project packet before commencing such services.
- (d) Customer acknowledges that data conversion services are limited to three (3) years of data.

2. CHANGE ORDERS.

If the Customer or Springbrook requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any Order Form, the Party seeking the change will propose the applicable changes by written notice.

Within a reasonable amount of time (not to exceed four (4) business days in the case of implementation services) after receipt of written notice, each Party's designated personnel will meet, either in person or via telephone conference, to discuss and agree upon any proposed changes. Thereafter, Springbrook will prepare a change order describing the proposed changes and any associated changes in the Deliverables,

Deliverable schedule, fees and/or expenses, or other aspects of the change (each, a “Change Order”).

Change Orders will not be binding until they are executed by both parties. Executed Change Orders will be deemed part of, and subject to, the Agreement. If the parties disagree about the proposed changes, they will promptly escalate the change request to their respective senior management for resolution.

In the event the Customer requires significant changes (either individually or cumulatively across Change Order(s)) which Springbrook reasonably determines are (i) a material modification of the nature or scope of Professional Services being purchased and/or (ii) significantly outside any Supported Configuration (as defined below), Springbrook may, upon no less than thirty (30) days’ notice to the Customer, suspend or terminate the applicable Order Form and/or Change Order(s). In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables. Unless otherwise expressly agreed to by the Parties at the time of any such material change, Springbrook will not be deemed to have waived any of the Customer’s payment obligations in respect of completed Deliverables. A “Supported Configuration” means a software configuration that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.

3. ACCEPTANCE.

- (a) Acceptance. Unless indicated to the contrary in the Order Form, the Professional Services and accompanying Deliverables will be deemed accepted upon delivery.
- (b) Review. Review and testing of Deliverables, if so indicated in the Order Form, shall be conducted pursuant to the acceptance criteria or test plans mutually agreed upon in writing by the Parties and shall take place within the mutually agreed timeframes established in the project plan or schedule. Absent mutual agreement to the contrary, Customer will provide Springbrook with written notification of acceptance or rejection for each Deliverable within five (5) business days of delivery (the “**Acceptance Period**”). Failure to reject a Deliverable within the Acceptance Period will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy mutually agreed-upon acceptance criteria, Customer must so notify Springbrook in writing before the end of the Acceptance Period, specifying the deficiencies in detail. Springbrook will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable.

4. OWNERSHIP RIGHTS AND LICENSES.

- (a) License for Deliverables. Subject to these Terms and Conditions and upon payment of fees due under an applicable Order Form, Springbrook grants Customer a limited, non-exclusive, worldwide, nontransferable, terminable license to use the Deliverables solely for Customer’s internal operations in connection with authorized use of the applicable Springbrook services. Notwithstanding any other provision of these terms and conditions, nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques, and expertise (“**Tools**”) used by Springbrook to develop the Deliverables and/or provide the Professional Services.

- (b) Proprietary Rights. As between the parties, Springbrook shall solely and exclusively own all right, title, and interest in the Professional Services, Deliverables, and any software provided by Springbrook, including all modifications, enhancements, and derivative works thereof and any other of Springbrook's products or services, whether created by Springbrook or Customer, together with all intellectual property and other proprietary rights therein. Customer hereby makes all assignments necessary to accomplish the foregoing ownership. None of the Professional Services or Deliverables will be deemed to constitute work product or work-for-hire inuring to the benefit of Customer.
- (c) No Reverse Engineering. Deliverables constitute Springbrook Confidential Information and Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the Deliverables to any party except as expressly permitted by Springbrook.
- (d) Conflicting Language. In the event any language conflicting with this Section 4 is added to any Order Form or Change Order, the parties expressly agree that such statement will have no effect on Springbrook's rights as set out herein.

5. COOPERATION.

- (a) Customer Cooperation. Springbrook's ability to successfully perform the Professional Services is dependent upon Customer's reasonable and good faith cooperation by, without limitation:
 - (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Springbrook to perform its obligations under each Order Form; (ii) timely delivering any materials and other obligations required under each Order Form; (iii) providing Springbrook with access to Customer's sites and facilities during Customer's normal business hours and as otherwise reasonably required by Springbrook to perform the Professional Services; (iv) timely responding to Springbrook's inquiries related to the Professional Services; (v) assigning a project manager as a primary point of contact for Springbrook; (vi) actively participating in scheduled project meetings; and (vii) providing, in a timely manner and at no charge to Springbrook, office workspace, telephone and other facilities, suitably configured computer equipment, access to Customer's appropriate and knowledgeable employees and continuous administrative access to Customer's accounts, and coordination of onsite and telephonic meetings all as reasonably required by Springbrook.
- (b) Customer Delays. Customer delays during any implementation period may have adverse collateral effects on Springbrook's overall work schedule. Although Springbrook will use its commercially reasonable efforts to immediately resume work following any such delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services as the result of Customer delays, such time will be charged to Customer at Springbrook's then-current time-and-materials rates.

6. PAYMENT TERMS.

- (a) Invoicing and Payment. Customer will be invoiced for the amounts and at the times set forth in the Order Form. Professional Services fees are due and payable within thirty (30) days of the invoice date.
- (b) Billing Info & Overdue Charges. Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any Professional Service fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- (c) Overdue Payments. If any amount owing by Customer hereunder for any of the Professional Services is thirty (30) or more days overdue, Springbrook may, without limiting its other rights and remedies, accelerate Customer's other unpaid fee obligations, if any, hereunder (including any Order Form) so that all such obligations become immediately due and payable, suspend the Professional Services and/or stop performance of the Professional Services until such amounts are paid in full.
- (d) Taxes. Professional Services fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property, and employees.

7. WARRANTY.

Springbrook warrants that the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of Springbrook's industry. For any breach of the above warranty, Customer's sole remedy will be the re-performance of the applicable Professional Services by Springbrook. This warranty will be in effect for a period of ninety (90) days from acceptance of any Professional Services.

8. DISCLAIMER.

Section 7 sets forth the sole and exclusive warranties and remedies related to the Professional Services, Deliverables and Tools performed or provided hereunder. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING

ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

9. TERM AND TERMINATION.

(a) Term. The Agreement commences on the date of last signature on the first Order Form issued hereunder ("**Effective Date**") and will remain in effect until terminated in accordance with this section (the "**Term**"). Each Order Form will commence on the date it is last signed and will expire upon completion of the project set forth in the applicable Order Form.

(b) Cancellation. Once signed by both parties, an Order Form will be non-cancellable, except as otherwise explicitly stated in such Order Form.

(c) Termination. This Agreement will terminate automatically when any agreement for Cloud Services to which this Agreement is related and/or all Order Forms referencing this Agreement are terminated or expired. Either Party may terminate this Agreement for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

(d) Effect of Termination. For the avoidance of doubt, termination under any of the foregoing subsections will not affect Customer's outstanding payment obligations to Springbrook in respect of Professional Services and Deliverables provided prior to such termination. Upon any termination of this Agreement, Customer will have no rights to continue receipt of any on-going or additional Professional Services, whether or not such Professional Services are completed prior to such termination.

10.1. Survival. All fees that have accrued as of such expiration or termination, and Sections 1, 5, 8, 9-12, 13(c), 14(d), 15, 16 and 17 will survive any expiration or termination hereof for a period of one (1) year after this Agreement expires or is terminated.

10. CONFIDENTIALITY.

(a) Confidentiality Term. The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this Agreement ("**Confidentiality Term**").

(b) Definitions. "**Disclosing Party**" and "**Recipient**" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. "**Confidential Information**" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted

programming statements, byte codes or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as “Confidential” or “Proprietary” will be deemed and treated as Confidential Information, as will information that would reasonably be considered to be confidential given its nature and the circumstances under which it is disclosed. Information which qualifies as Confidential Information may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information.

- (c) Confidentiality Obligations. During the Confidentiality Term (as defined below) and subject to the other terms of this Agreement (including Springbrook’s Privacy Policy, accessible at <https://sprbrk.box.com/v/sprbrk-privacy-policy>, which URL and its content may be updated from time to time by Springbrook), Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party’s advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees, contractors, or advisors on a need-to-know basis and who are bound by confidentiality and non-use restrictions at least as stringent as those contained herein. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner consistent with applicable laws, to protect the Confidential Information to the fullest extent possible.
- (d) Legally Compelled Information. In the event the Recipient becomes legally compelled (by deposition, interrogatory, requests for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, or the Recipient determines that it is obligated by law, rule, statute or governmental regulation to disclose any of the Confidential Information, the Recipient shall provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party, if possible, may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the Recipient agrees to furnish only that portion of the Confidential Information that it is legally required to furnish and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. A Party’s obligations hereunder with respect to legally compelled information shall continue to be applicable for all other purposes.
- (e) Publicity. During the Term of this Agreement, including the term of any amendment hereto, Springbrook may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer’s identity and the Springbrook Services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Springbrook web sites, or use in other marketing activities, but will not include non-public information or indicate Customer’s express endorsement of

Springbrook's products or services without Customer's prior written authorization.

- (f) Customer's Confidential Information. Springbrook will have the right to use any Customer Confidential Information solely for providing the Professional Services to Customer hereunder. Notwithstanding the foregoing, Springbrook may use aggregate Customer Confidential Information for Springbrook development, internal training, and other reasonable business purposes not specific to Customer or its End Users.

11. LIMITATION OF LIABILITY.

- (a) Waiver of Consequential Damages. Neither Springbrook nor any other person or entity involved in creating, producing, or delivering the Professional Services, including any Deliverables, will be liable for any indirect, incidental, special, punitive, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, loss of revenue, service interruption, computer damage or system failure or the cost of substitute products or services, or other commercial or economic loss of any kind whatsoever, or any liability of Customer to a third party, arising out of or in connection with this Agreement. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to Customer.
- (b) In no event will Springbrook's aggregate liability hereunder to Customer or any third party arising out of or in connection with this Agreement or from the use of or inability to use the Professional Services, whether in contract, tort or under any other theory of liability, exceed the total amount paid by Customer in the twelve (12) month period preceding the incident. These limitations shall apply notwithstanding any failure of essential purpose of any remedy.

12. GENERAL.

- (a) Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder must be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the third business day after mailing by first class mail, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Professional Services (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12(a)). Customer's email address for communication and notice purposes relating to this Agreement will be set forth on the Order Form (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Springbrook at the e-mail address specified in the Order Form.
- (b) Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, the export laws and regulations of the United States and other applicable jurisdictions.

- (c) Relationship of Parties. Springbrook's relationship with Customer pursuant to this Agreement will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this Agreement will be deemed to create any agency, partnership, or joint venture relationship between the parties.
- (d) Use of Contractors. Springbrook reserves the right to use third parties (who are under a covenant of confidentiality with Springbrook), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation, and custom code development processes.
- (e) Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- (f) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.
- (g) Assignment. Customer may not assign or transfer this Agreement or any Order Form hereunder, whether by operation of law or otherwise, without the prior written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- (h) Force Majeure. Springbrook will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.
- (i) Governing Law and Jurisdiction. This Agreement is governed by the laws of the State of Illinois and County of Cook without regard for its conflict of laws principles. The exclusive jurisdiction and venue of any action related to this Agreement will be the state and federal courts located in Chicago, Illinois, and each of the Parties hereto waives any objection to jurisdiction and venue in such courts. Each party will bear its own expenses, legal fees and costs expenses
- (j) Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals, or representations, written or oral, concerning its subject matter. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any master agreement to which this Agreement is incorporated, any Customer Order Form or other order documentation, will be incorporated into or form any part of this Agreement unless expressly agreed to by both parties in a mutually signed writing, and all such terms or conditions will be null. Under no circumstances will the terms, conditions or provisions of any RFP, purchase order,

invoice or administrative document issued by Customer in connection with this Agreement be deemed to modify, alter, or expand this Agreement, regardless of any failure of Springbrook to object to such terms, provisions, or conditions. No other act, document, usage, custom or waiver will be deemed to amend or modify this Agreement unless agreed to in writing signed by a duly authorized representative of both parties.



Dealership Information

Family-owned and operated since 1969, Standard Equipment Company provides environmental equipment solutions for municipalities, contractors, and companies. We have built a reputation for excellence by offering the finest new equipment, a large selection of parts, excellent service, and unparalleled customer support. We customize environmental equipment solutions for every situation by putting our customer's needs first. Standard's greatest ability is dependability.



Manufacturer Information

Elgin sweepers have been cleaning roadways since 1914, and while products have grown and improved, the commitment to quality and performance the company was founded on has not changed.

Clean streets improve water quality, air quality, overall community health and help prevent water pollution. Elgin founder, John Murphy, recognized the health hazards caused by streets filled with filth and debris, and created the very first street sweeper. The sweepers we produce today aren't just any sweeper – they are the toughest, and most rugged sweepers on the market.

Elgin equipment utilizes all variations of today's sweeping technology — mechanical, pure vacuum sweepers, regenerative air, alternative fuel, waterless dust control — and now a single-engine technology — to offer customers the sweeper that matches their needs. From general street maintenance to special industrial and airport applications, Elgin puts its customers in the sweeper that best meets their needs.

Elgin Pelican

The Elgin® Pelican® broom sweeper is a three-wheel mechanical sweeper based on one of the original street sweeper designs, which has been continuously improved since 1914, meeting the highest sweeper standards. Maneuverability, visibility, economy, serviceability, and single lane dumping with a sweep system that easily handles heavy compacted dirt and bulky debris are all features of the Elgin Pelican. An isolation-mounted cab provides a cleaner, quieter operation, and the improved 360-degree visibility and easier access for service and maintenance make the Elgin Pelican an industry leader in road sweepers.

The Pelican is also available with Elgin's innovative waterless dust control feature; allowing year-round sweeping, sweeping with water conservation, and eliminates the use of water on reactive compounds like Portland cement.

- Why Pelican
- Market leader offering 360 degrees of operator visibility
- Rear steer for outstanding maneuverability
- Front mounted, variable high dump 3.6 yd³ (2.8 m³) hopper
- Elgin exclusive chevron conveyor belt

Product Description

Dual steer & gutter brooms, hydraulically driven, Tier 4i JD 4045Ti low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white

Standard Features

- Air cleaner, two-stage, dry type with restriction indicator
- Air Conditioner
- Alternator, 120 amp
- Anti-Siphon water fill
- Automatic engine shutdown (oil pressure/engine temperature)
- Automatic pickup in reverse
- B20 biodiesel compatible
- Back-up alarm, electric
- Battery, maintenance-free
- Brakes, power
- Broom, main, hydraulically suspended
- Broom, main, in cab pressure control
- Broom, main, prefab, disposable
- Broom, side broom, hydraulically suspended
- Broom, side broom, in cab pressure control
- Broom Measurement Ruler
- Bumper pads, front jack
- Coolant recovery system
- Doors, see through glass, prop-able
- Electronic Throttle
- Engine, hour meter
- Gauges & Warning lights: engine oil temperature, engine oil pressure, fuel level, speedometer & odometer with trip set
- Fenders, over front wheels
- Flushing system for hopper/conveyor
- Fuel tank, 35 gallons
- Fuel Water separator with indicator light
- Heater, pressurizer with filtered air, defroster
- Hose, hydrant fill, 16' 8" with coupling
- Light, spotlight, adjustable, one per side broom
- Lights, 2 combinations, tail/stop lights
- Lights, headlights, multiple beams
- Lights, low water light
- Low Hydraulic Warning
- Main broom controls in cab
- Manuals, operator, and parts
- Mirror, inside rearview
- Mirrors, outside, front mounted 6-inch fisheyes
- Mirrors, outside, front post mounted, west coast type, one on each side
- Parking brake with interlock
- Rear Camera & in cab monitor

Standard Features Continued

- Return to sweep feature
- Seat Belts (both sides for dual)
- Seats, extra wide Cordura suspension seats with arm rests
- Signals, self-canceling directional with hazard switch
- Sprung guide wheel, heavy-duty
- Steering wheel, tilt and telescoping
- Sun visors
- Tachometer, diesel engine
- Tires, tubeless radials
- Tow loops, four
- Water tank, fill gauge
- Water tank, molded polyethylene: 220-gallon total nominal capacity
- Wheels, dual guide
- Wheels painted grey
- Window, opening front opera
- Windshield washer
- Windshield wipers with intermittent setting
- Windshield, tinted
- Steel Bristles with Polyethylene Side broom Segments
- Single Wrap Polypropylene Main broom - Disposable
- Unheated Unmotorized Mirrors
- Sweeper Painted Standard White
- Red Logo
- 1-Year Parts and Labor Warranty
- Sweeper - Operator Manual
- Sweeper Parts Manual
- John Deere Operator Manual
- John Deere Parts Manual

Additional Features

- Greaseable Dirt Shoes
- Lower Conveyor Cleanout
- Conveyor Stall Alarm
- Midwest Auto lube Dual Side brooms
- Engine Pre-Cleaner
- Hydraulic Level Shurdown
- Hydraulic Temperature Shurdown
- Left Hand Lockable Toolbox
- LED Stop/Tail/Turn
- LED Clearance Lights
- LED Lights on the Battery Cover
- Lighting Package 8: Two LED Strobes w/Guard + Four Roof Mounted Sweep Flashers + Led Front LED Lights and Rear LED Arrow stick
- AM/FM/CD With (2) Map Lights
- License Plate Holder

Additional Features Continued

- Right-Hand Heavy-Duty Limb Guard
- Left-Hand Heavy-Duty Limb Guard
- Right-Hand Bostrom Air Ride Hi Back Cloth
- Left-Hand Camera
- Reflectors (Set Of 6)
- Sweeper Service Manual
- John Deere Service Manual
- LED Headlights
- Autolube System

Sourcwell Pricing



Standard Equipment and Elgin are proud holders of a Sourcwell competitively bid procurement contract. Sourcwell allows for government agencies to control cost of procurement and ensure that they are getting the equipment they want at a competitively bid price. For more information about Sourcwell, you can find them on the web at www.sourcwell-mn.gov.

Quotes include all Tax, Title, and License Fees if applicable.

Item Description	Delivered Cost
New Elgin Pelican	\$304,803.15

Sourcwell Contract # 093021-ELG

Terms and Conditions

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple-unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer-supplied chassis must be submitted to and approved by Manufacturer prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. All price quotations are for informational purposes only. Prices are subject to change without notice. Final prices will be reflected on the final invoice. Comparable components may be substituted for those listed on any quote or specification. Any weights and dimensions are estimates and are provided for informational purposes only and are not guaranteed. Non-factory approved modifications may void the warranty in whole or in part. Due to the nature of specialty custom equipment, all sales are final. By acceptance of this quote by signature, letter of intent, or issuance of a purchase order the purchasing party understands that this agreement supersedes any conditions that the purchasing party may provide as terms of purchase.
5. This proposal incorporates, and is subject to, Elgin Manufacturing's standard terms and conditions attached hereto and made a part hereof.
6. Price does not include state/local taxes.
7. Price includes title fee.
8. Payment is due at the time of delivery.

Unit Price:	\$294,818.15
Autolube System:	+\$9,985
Total Unit Price:	\$304,803.15

IN WITNESS WHEREOF, the parties hereto agree to enter into this purchase agreement.

The Village of Franklin Park

Standard Equipment Company

X

Signature

X

Signature

Name: _____

Date: _____

Name: Bob Donlon

Date: 7/18/2023



**Environmental
Operations, Inc.**
CLEARING THE WAY

August 9, 2023

Mr. Nicholas Walny
Village of Franklin Park, Illinois
9500 West Belmont Avenue
Franklin Park, Illinois 60131
NWalny@vofp.com

Subject: Proposal P14523
Pre-Demolition Asbestos Inspection
9800 Franklin Avenue
Franklin Park, Illinois 60131

Mr. Walny:

Environmental Operations, Inc. (EOI) is pleased to submit this proposal for a pre-demolition asbestos inspection and miscellaneous regulated materials inventory of the above referenced property. A proposed Scope of Work and pricing are provided below.

SCOPE OF WORK

Asbestos Inspection

EOI will provide an Illinois Department of Public Health licensed asbestos inspector to conduct the inspection of the subject property in accordance with the National Emissions Standard for Hazardous Air Pollutants (NESHAP). The inspection will involve destructive methods consisting of pulling back carpet, removing samples of drywall, joint compound, floor and ceiling tile, and roofing components, and knocking holes in certain walls and chases to access insulated piping.

If destructive sampling methods as described above are not acceptable to the Client, building owner, or tenants, please advise EOI prior to initiation of the inspections.

Roofing, ceiling, and electrical components will be sampled only to the extent they can be safely and reasonably accessed.

A representative number of samples will be collected from each suspect building material that is identified during the inspections, with a minimum of three samples per suspect material. The bulk samples will be submitted to a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory under proper chain-of-custody procedures and analyzed using polarized light microscopy (PLM) to identify the percentage of asbestos. Analytical results will be requested for a one-week turn-around time.

All samples with a reported PLM result of <1% or 'trace asbestos' (as opposed to 'non-asbestos' or 'non-detect'), will be re-analyzed by the 400-point count (PC) EPA/600/R-93/116 method with a 1-2 day turn-around time.

If vermiculite is encountered, an approximate 1-gallon sample will be collected and analyzed by the Cincinnati Method (EPA 600/R-4/004) with a 1 week turn-around time.

For the purposes of this proposal, EOI has estimated a total of 60 asbestos samples will be required. The actual number of samples required may vary from this estimate.

Miscellaneous Regulated Materials Inventory

EOI will complete an inventory of miscellaneous regulated building materials, components, and chemicals that must be removed and properly managed prior to demolition. These may include materials such as refrigerants, PCB-containing light ballasts, and light tubes and thermostats that may contain mercury, abandoned chemical products, and materials that would otherwise be prohibited from landfill disposal.

Note: This proposal does not include pricing for sampling and analysis of any miscellaneous regulated materials. If the need for such sampling is identified, a separate proposal will be prepared to include sampling and laboratory analytical costs.

Report

Upon completion of the inspection activities and receipt of laboratory analytical results, EOI will prepare a report summarizing the activities completed, methods used, observations made by the inspector, quantities and locations of asbestos-containing materials (ACM) and regulated waste materials identified, and laboratory analytical results.

PRICE

EOI proposes to complete this scope of work for the following prices:

- Inspection and Report (lump sum)	\$2,800.00
- PLM Sample Analysis (estimated 45 samples @ \$8.05 / sample)	<u>\$362.25</u>
- Estimated Total Price*	\$3,162.25*

Additional Analysis

- PC Sample Analysis (if required)	\$38.50 per sample
- Vermiculite Analysis (if required)	\$244.00 per sample

* The Estimated Total Price is based on an estimated 45 asbestos samples analyzed by PLM. The actual number of samples required may differ from this estimate. Analytical costs will

be invoiced on a per sample basis for the actual number of samples and type of analysis required.

These fees include all labor, expenses, materials, supplies, and subcontractors necessary to complete the proposed Scope of Work.

SCHEDULE

The inspection can be initiated within 5 business days of receipt of a notice to proceed. Field work is expected to be completed in 1 day. Asbestos bulk samples will be analyzed with a one-week turn-around time. Reports will be submitted to the Client within 5 business days following receipt of the sample analytical results.

TERMS OF PAYMENT

The terms of payment are 100% due upon receipt of invoice, net 30 days. A 1.5% service charge per month (18% per annum) will be charged on all past due accounts.

LIMITATIONS AND ASSUMPTIONS

This inspection will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in accordance with all applicable laws, codes, ordinances, rules, and regulations.

EOI will make every reasonable effort to identify all ACM and regulated waste materials throughout the building. Provisions will be provided in the report that will outline measures to be taken by a contractor in the event that unidentified materials of concern are found during renovation or demolition activities.

EOI proposes to employ destructive sampling methods for the ACM inspection as described in the Scope of Work. If destructive methods are not acceptable to the owner or occupant of the building, please inform EOI prior to initiation of the inspection.

EOI will sample ceiling, roofing, and electrical components to the extent that they can be reasonably and safely accessed. No provisions are made herein for provision of motorized lifts or scaffolding to access suspect ACM.

This proposal does not include pricing for sampling of any miscellaneous regulated materials. If the need for such sampling is identified, a separate proposal will be prepared to include such sampling and laboratory analytical costs.

EOI inspectors will require access to all areas of the building(s) for a period of one day.

This proposal assumes that normal conditions will be encountered and that any delays or obstructions caused by the client may result in additional expenses.

Proposal No. P14523
Pre-Demolition Asbestos Inspection
9800 Franklin Ave., Franklin Park, IL
August 9, 2023

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The Asbestos and Regulated Waste Materials report is intended only for the internal use of the Client or their authorized representative. The final report should not, by itself, be considered an abatement or demolition bid specification.

* * *

If you have any questions regarding this proposal, please contact me at (618) 581-4544 or by email at matts@environmentalops.com.

Sincerely,
ENVIRONMENTAL OPERATIONS, INC.



Matt Stockert
Industrial Hygiene Program Manager | Senior Industrial Hygienist

PROPOSAL ACCEPTANCE

Please sign below and return this form by email (matts@environmentalops.com) in order to initiate the above Scope of Work.

Accepted by: _____

Company: _____

Signature: _____

Name and Title: _____

Date: _____

P.O. #s _____

To be invoiced to: _____

**Invoice and
Billing Questions
to be directed to:**

Name, Title: _____

Email: _____

Phone: _____