# VILLAGE OF FRANKLIN PARK PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY FOR PASSAGE AT THE VILLAGE BOARD MEETING OF 5.20.2024

Payroll Ending Village Portion of Social Security Village Portion of Medicare Prior Month Village Portion of IMRF	05/04/24 13,347.13 8,151.66		TOTALS
Payroll 05/10/24 Total Payroll Expense	588,885.33 <b>610,384.12</b>	\$	610,384.12
Total Layron Expense	010,004.12	Ψ	010,304.12
Manual Checks & Wires			
Manual Checks	704,763.00		
Total Manual Checks & Wires		\$	704,763.00
ACH Debits			
Health Insurance Premium	0.00		
City of Chicago (Water Payment)	0.00		
Total ACH Debits		\$	
Payable Vouchers			
Payable Voucher 05-24-24	658,099.53		
Total Payable Vouchers	controlled the good controlled control	\$	658,099.53
Grand Total Payments		¢ 4	,973,246.65
Grand Total Payments		φı	,913,240.05

# Accounts Payable

# Computer Check Proof List by Vendor

User:

cperez

Printed:

05/16/2024 - 3:13PM

Batch:

00224.05.2024



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3443	1ST AYD CORPORATION			Check Sequence: 1	ACH Enabled: False
PSI684005	Towels, black liners, toliet paper	615.35	05/24/2024	10-30-62030	
PSI686789	Toliet paper, paper towels, gloves, safety glasses	350.35	05/24/2024	10-90-60600	
PSI686789	Toliet paper, paper towels, gloves, safety glasses	170.10	05/24/2024	10-90-62600	
PSI695316	Toliet paper, paper towels, black liners, sponges	372.16	05/24/2024	10-30-62030	
PSI696376	Station supplies	155.53	05/24/2024	10-30-62030	
	Check Total:	1,663.49			
Vendor: 1351	A STARS & STRIPES FLAG COMPANY			Check Sequence: 2	ACH Enabled; False
22168	Flags	2,422.50	05/24/2024	10-90-69590	2.00.2.1.000
	Check Total:	2,422.50			
Vendor: 1259	ACE HARDWARE - FIRE			Check Sequence: 3	ACH Enabled: False
148745/1	Carwax	14.06	05/24/2024	10-30-50100	NOT Blabled. Pase
	Check Total:	14.06			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 4	ACH Enabled: False
148830/1	Single padlocks	404.78	05/24/2024	10-90-62600	TOTA Billiofed. I also
	Check Total:	404.78			
Vendor: 1264	ACE HARDWARE - STREETS			Check Sequence: 5	ACH Enabled: False
148805/1	Drywall joint tape, clearweld epoxys	21.97	05/24/2024	10-90-62590	ACIT Enabled. Palse
	Check Total:	21.97			
Vendor: 5544	RYAN ADRIATICO			Check Sequence: 6	ACU English Esta-
050924	Reimbursement for supplies for meeting	135.22	05/24/2024	10-12-50530	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acet Number	Reference
	Check Total:	135.22			
Vendor: 3159	AEC FIRE-SAFETY & SECURITY	133.22		01 10 5	TO MICH.
274137	First battery tool inspection, inspect battery tools	885.00	05/24/2024	Check Sequence: 7 10-30-80570	ACH Enabled: False
	- Instrument tool inspection, hispect battery tools	883.00	03/24/2024	10-30-80370	
	Check Total:	885.00			
Vendor: 3050	AIR ONE EQUIPMENT, INC.			Check Sequence: 8	ACH Enabled: False
06331	Repair of positive pressure ventilation fan	1,302.25	05/24/2024	10-30-80570	ACIT Enabled. I alse
06511	SCBA replacement pouch for G1	402.10	05/24/2024	10-30-50800	
06596	SCBA Facepieces	1,887.00	05/24/2024	10-30-50800	
06603	SCBA RIT hose	865.00	05/24/2024	10-30-50800	
	.—				
	Check Total:	4,456.35			
/endor: 0149	AL PIEMONTE FORD SALES, INC.			Check Sequence: 9	ACH Enabled: False
97100	Mirror parts accident repair #873	133.81	05/24/2024	08-01-50020	
97117	Rear windshield wiper assembly #875	33.38	05/24/2024	08-01-50020	
	Check Total:	167.19			
/endor: 1634	ALPHA PRIME COMMUNICATIONS			Check Sequence: 10	ACH Enabled: False
19473	Equipment	1,025.00	05/24/2024	07-01-80600	Pich Ellavied. I also
	<del>-</del>				
	Check Total:	1,025.00			
/endor: 1748	AMALGAMATED BANK OF CHICAGO			Check Sequence: 11	ACH Enabled: False
75710524	Admin fee for GO bonds Series 2021 FY25	475.00	05/24/2024	44-01-45000	
	Check Total:	475.00			
endor: 3465	AMERICANEAGLE.COM, INC.			Check Sequence: 12	ACH Enabled: False
03894	Monthly fee for hosting, hawksearch, retainer ho	535.00	05/24/2024	10-02-54300	
	Check Total:	535.00			
endor: 5347	ARAMARK			Check Sequence: 13	ACH Enabled: False
020226632	Carpet service	199.77	05/24/2024	10-13-52800	ACTI Enabled. False
020228706	Carpet service	199.77	05/24/2024	10-13-52800	
020230784	Carpet service	199.77	05/24/2024	10-13-52800	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	599.31			
Vendor: 1504	APRIL ARELLANO	377.51			101 (QC)27 (101 - 101 -
043024	Reimbursement for clerks dinner host	66.00	05/24/2024	Check Sequence: 14	ACH Enabled: False
013021	Remodiscinent for cicks diffici flost	00.00	05/24/2024	10-18-59000	
	Check Total:	66.00			
Vendor: 2809	ARTISTIC ENGRAVING			Check Sequence: 15	ACH Enabled: False
22988	Badges	990.75	05/24/2024	10-30-40300	Tion Diabled. Talse
	Check Total:	990.75			
Vendor: 5242	AT&T			Check Sequence: 16	ACH Enabled: False
847233023404	Multiple single line charges PD - April	234.80	05/24/2024	10-02-51200	
847233053504	Multiple single line charges PD - April	172.56	05/24/2024	10-02-51200	
847233074204	Multiple dept single line charges - April	394.88	05/24/2024	10-02-51200	
847288012605	Fire station 1 outside phone for April	49.23	05/24/2024	10-02-51200	
847678617104	Fire station 2 outside phone for April	49.10	05/24/2024	10-02-51200	
	Check Total:	900.57			
Vendor: 1272	AT&T TELECONFERENCE SERVICES			Check Sequence: 17	ACH Enabled: False
405-004433	Conference call services- April	59.32	05/24/2024	10-02-51200	
	Check Total:	59.32			
Vendor: 0925	BELLWOOD ELECTRIC MOTORS, INC.			Check Sequence: 18	ACH Enabled: False
2569	To check sump pump rail at JB Williams reservo	2,200.00	05/24/2024	34-02-63100	ACH Eliabled, Palse
2582	Rewind class H insulation, new seals, assemble-	3,200.00	05/24/2024	34-01-50940	
2583	To work on service pump at King st pump station	3,500.00	05/24/2024	34-01-50940	
	- Check Total:	8,900.00			
Vendor: 1764	BIUNDO LANDSCAPING	-30		Check Sequence: 19	ACH Fachlair E.
1	Senior grass cutting 127 cuts @\$27 each April20	3,429.00	05/24/2024	10-60-63550	ACH Enabled: False
	•	5,.25.00	03.2 2027		
	Check Total:	3,429.00			
Vendor: 3396	BOUND TREE MEDICAL			Check Sequence: 20	ACH Enabled: False
85333034	EMS equipment	557.96	05/24/2024	10-30-82080	
No.		100 million (100 m	<i>ಬ್ರಹ</i> ಟ್ಟಾರ್ಡ <b>್</b> ನ	e ser-sillerradional and a construction	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	557.96			
Vendor: 3378	BYRNE SOFTWARE TECHNOLOGIES INC	337.90			
0104603	Professional serives on Accela Land Mgmt 4/20-	2 210 00	05/24/2024	Check Sequence: 21	ACH Enabled: False
0104003	Trotessional serves on Accela Land Wightt 4/20-	2,310.00	05/24/2024	10-02-81000	
	Check Total:	2,310.00			
Vendor: 0416	C.O.P.S & F.I.R.E PERSONALTESTING SERVICE, INC.			Check Sequence: 22	ACH Enabled: False
108858	Police testing	1,025.00	05/24/2024	10-40-62260	TOTI Eliabled, I disc
108858	Fire testing	675.00	05/24/2024	10-40-62270	
108873	Police testing	1,175.00	05/24/2024	10-40-62260	
108897	Fire testing	175.00	05/24/2024	10-40-62270	
	Check Total:	2.050.00			
V		3,050.00		SCHARLE FOR WARRING STORY OF THE PROPERTY.	
Vendor: 2264 502456	CDS Office Technologies	6 1 50 00		Check Sequence: 23	ACH Enabled: False
302436	Toughbook laptop, extended warranty	6,158.00	05/24/2024	07-01-80600	
	Check Total:	6,158.00			
Vendor: 1895	CDW GOVERNMENT, INC.			Check Sequence: 24	ACH Enabled: False
RD13692	Laptop for Engineering	2,964.80	05/24/2024	10-02-80100	
	Check Total:	2,964.80			
Vendor: 2929	CHICAGO TRIBUNE MEDIA GROUP	2,50 1.00		Charle Saguenas 25	ACME ALLEY
090519788000	3010 Mannheim #7601264	470.88	05/24/2024	Check Sequence: 25 10-18-51840	ACH Enabled: False
15.74.16.13.43.4		470.00	03/24/2024	10-10-31840	
	Check Total:	470.88			
Vendor: 3644	COMCAST			Check Sequence: 26	ACH Enabled: False
0141239May24	Cable TV for streets for May	4.20	05/24/2024	10-02-51200	
0155544May24	VPN connection for VH for May	225.85	05/24/2024	10-02-51200	
0310503May24	Cable TV for VH for April	210.32	05/24/2024	10-02-51200	
	Check Total:	440.37			
Vendor: 5257	COMED			Check Sequence: 27	ACH Enabled: False
4123337000Apr24	3200 Mannheim 4123337000 3/19-4/17/2024	17.85	05/24/2024	10-50-62330	ACTI Enabled: Paise
6686895000Apr24	2599 Scott 6686895000 3/13-4/11/2024	335.26	05/24/2024	10-50-62330	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	353.11			
Vendor: 2085	COMPCOREPRO	333.11		Ch. L.C	
2403	Monthly service agreement May2024	1,000.00	05/24/2024	Check Sequence: 28 10-32-57000	ACH Enabled: False
	Check Total:	1,000.00			
Vendor: 1337	CORPORATE BUSINESS CARDS, LTD			Check Sequence: 29	ACH Enabled: False
334535	Business cards Asst engineer	44.41	05/24/2024	10-60-50400	
	Check Total:	44.41			
Vendor: 2757	CULVER COMPANY	96.5		Check Sequence: 30	ACH Probled Police
INV35414	Nitrous pens	281.65	05/24/2024	34-01-62680	ACH Enabled: False
	10000000 <b>1</b> 00000			51 01 02000	
	Check Total:	281.65			
Vendor: 1464	D&P CONSTRUCTION CO., INC.			Check Sequence: 31	ACH Enabled: False
0000403409	Switches	1,929.00	05/24/2024	09-01-64000	
	Check Total:	1,929.00			
Vendor: 3093	DOBSON ENTERTAINMENT, INC			Check Sequence: 32	ACH Enabled: False
4671	Promo for FP Fest- social media video 4/30/24	975.00	05/24/2024	10-01-51880	ACTI Eliabled, Palse
	Check Total:	975.00			
Vendor: 1755	E. HOFFMAN, INC.			Check Sequence: 33	ACH Enabled: False
31571	Mixed load spoils hauled out	1,635.00	05/24/2024	34-01-62860	
	Check Total:	1,635.00			
Vendor: 5498	EFAX CORPORATE	and the second of the second o		Check Sequence: 34	ACH Enabled: False
4868384	Efax software for HR- April	36.81	05/24/2024	10-02-54200	TOTT Dilation. Taise
	Check Total:	36.81			
Vandar: 2279		30.01			
Vendor: 3278 122849	ELEVATOR INSPECTION SERVICES 6 inspections performed in the village annual	192.00	05/24/2024	Check Sequence: 35 10-13-60550	ACH Enabled: False
122981	I acceptance inspection 3126 Sarah	80.00	05/24/2024	10-13-60550	
123223	6 inspections performed in the village annual	192.00	05/24/2024	10-13-60550	
	12000 ACCESSOR - CONSESSES CONTRACTOR ACCESSOR	*ನನವಾನನೆ			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
123325	1 modernication inspection 11306 Franklin	80.00	05/24/2024	10-13-60550	
	Check Total:	544.00			
Vendor: 0800	FEDEX			Check Sequence: 36	ACH Enabled: False
273622964501	Mailing	180.74	05/24/2024	34-01-51500	ACH Enabled: Palse
Λ	Check Total:	180.74			
/endor: 4788	FERGUSON WATERWORKS #2516	100.74			
483523	Cellular gateway, Outdoor UPS system	15 705 00	05/24/2024	Check Sequence: 37	ACH Enabled: False
485098	Qty 1,000 meter ecoders	15,795.00 152,756.00	05/24/2024	34-01-62835	
490440	4 RR 1/8 FF	34.20	05/24/2024 05/24/2024	34-01-62835 34-01-62825	
	Charle Tatale	160 505 00			
	Check Total:	168,585.20			
endor: 2034	FIRE SERVICE, INC			Check Sequence: 38	ACH Enabled: False
L-13063	T-2 repairs	3,978.21	05/24/2024	10-30-50110	
	Check Total:	3,978.21			
/endor: 0050	GALLS, INC			Check Sequence: 39	ACH Enabled: False
27591286	Safety vests	253.59	05/24/2024	10-20-60590	
27662483	Paddle stop signs	66.26	05/24/2024	10-20-60590	
	Check Total:	319.85			
endor: 5200	GRAINGER			Check Sequence: 40	ACH Enabled: False
101926401	Black S-hooks	20.60	05/24/2024	10-90-62780	ACH Eliabled, Palse
108759292	Replacement ribbons	81.76	05/24/2024	10-90-50200	
	Check Total:	102.36			
endor: 4516	GW & ASSOCIATES, PC			Check Sequence: 41	1000
401026	Comptroller services, Dec2023	250.00	05/24/2024	40-01-57000	ACH Enabled: False
101026	Comptroller services, Dec2023	250.00	05/24/2024	14-01-57000	
401026	Comptroller services, Dec2023	250.00	05/24/2024	12-01-57000	
401026	Comptroller services, Dec2023	4,000.00	05/24/2024	34-01-40119	
101026	Comptroller services, Dec2023	8,000.00	05/24/2024	10-01-67590	
401026	Comptroller services, Dec2023	250.00	05/24/2024	42-01-57000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2404104	Comptroller services, March2024	250.00	05/24/2024	12-01-57000	
2404104	Comptroller services, March2024	8,000.00	05/24/2024	10-01-67590	
2404104	Comptroller services, March2024	250.00	05/24/2024	40-01-57000	
2404104	Comptroller services, March2024	250.00	05/24/2024	42-01-57000	
2404104	Comptroller services, March2024	250.00	05/24/2024	14-01-57000	
2404104	Comptroller services, March2024	4,000.00	05/24/2024	34-01-40119	
	Check Total:	26,000.00			
Vendor: 1026	HARPOS V.I.P AUTOPARTS			Check Sequence: 42	ACH Enabled: False
12282-1	Oil filters chipper #2	30.02	05/24/2024	08-01-50090	TOTAL ESTACROLITATION
12299-1	Brake pads #283	126.48	05/24/2024	08-01-50030	
12310-1	Brake rotor & oil seal #483	231.18	05/24/2024	08-01-50030	
	Check Total:	387.68			
Vendor: 5563	HIGH STAR TRAFFIC			Check Sequence: 43	ACH Enabled: False
5069	Telspar posts	3,893.75	05/24/2024	10-90-62610	A STATE STATE OF THE STATE OF T
5070	Misc signs w/black borders, Mis signs (trucks)	663.90	05/24/2024	10-90-62610	
5197	Misc signs	232.30	05/24/2024	10-90-62610	
	Check Total:	4,789.95			
Vendor: 2870	HOMER INDUSTRIES			Check Sequence: 44	ACH Enabled: False
S210482	Drop charge for wood chips	50.00	05/24/2024	09-01-64000	
S210625	Drop charge for wood chips	25.00	05/24/2024	09-01-64000	
	Check Total:	75.00			
Vendor: 1860	ILLINOIS COUNTIES RISK MANAGEMENT TRUST			Check Sequence: 45	ACH Enabled: False
S-INV001779	Property & liability premium June2024	88,327.00	05/24/2024	10-32-62190	TOTI DIMOIGN. I MISC
S-INV001780	Work Comp premium June2024	50,152.00	05/24/2024	10-32-62200	
	Check Total:	138,479.00			
Vendor: 0319	IMPRINTS LABEL & DECAL			Check Sequence: 46	ACH Enabled: False
25402	Inventory tags	140.00	05/24/2024	10-30-80570	. Co. Simond. I disc
	Check Total:	140.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 6135 100511	IRISH AMERICAN NEWS AD- Fest	895.00	05/24/2024	Check Sequence: 47 10-61-69561	ACH Enabled: False
	Check Total:	895.00			
Vendor: 1209 INV-0000	JANET G MARTINEZ Spanish translation- May2024 newsletter	198.00	05/24/2024	Check Sequence: 48 10-01-51880	ACH Enabled: False
	Check Total:	198.00			
Vendor: 4559 042924 042924 050124	JESSE'S LAWN SERVICES April grass cutting for 3241 Rose April grass cutting for 3010 Mannheim vacant lo Senior grass cutting 76 cuts @\$27 each April202	60.00 200.00 2,052.00	05/24/2024 05/24/2024 05/24/2024	Check Sequence: 49 10-13-53000 43-01-59000 10-60-63550	ACH Enabled: False
	Check Total:	2,312.00	03/21/2024	10-00-03330	
Vendor: 1534 209664 209694 209726	JKS VENTURES, INC. Limestone Limestone	3,745.00 2,150.45 4,280.00	05/24/2024 05/24/2024 05/24/2024	Check Sequence: 50 34-01-62860 34-01-62860 34-01-62860	ACH Enabled: False
	Check Total:	10,175.45			
Vendor: 0041 1729April2024 1729April2024 1729April2024 1729April2024 1729April2024 1729April2024 1729April2024 1729April2024 1729April2024 1853April2024 1853April2024 1853April2024 1853April2024 1853April2024	JOSEPH MCLOUGHLIN  Landscaping- VOFP clearing pump station  Landscaping- King st pumping station  Landscaping- Drainage ditch  Landscaping- Field east of PD station  Landscaping- Jack B Williams  Landscaping- Milton rentmeester pond  Landscaping- Copenhagen lift station  Landscaping- David Talbott retention pond  Landscaping- Veterans Memorial  Landscaping- Garra underpass  Landscaping- Utility dept  Landscaping- B12 tower  Landscaping- Joseph Thomas park	1,060.00 2,275.00 2,300.00 2,700.00 2,800.00 2,800.00 3,035.00 3,000.00 375.00 750.00 1,500.00 450.00 250.00	05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024 05/24/2024	Check Sequence: 51 34-01-62900 34-01-62900 10-90-62600 10-90-86000 34-02-63070 34-02-63070 34-02-63070 10-90-69590 10-90-86000 10-90-86000 10-90-87610 10-90-88880	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1853April2024	Landscaping- 9545 Belmont new lot	1,250.00	05/24/2024	10-90-86000	
1853April2024	Landscaping- Train station	600.00	05/24/2024	41-01-63210	
1853April2024	Landscaping- 9500 Belmont	250.00	05/24/2024	10-90-86000	
1853April2024	Landscaping- Field south of Garra underpass	800,00	05/24/2024	10-90-86000	
1853April2024	Landscaping- Miller Park	275.00	05/24/2024	10-90-86000	
1853April2024	Landscaping- Police station	1,775.00	05/24/2024	10-90-86000	
1853April2024	Landscaping- Leyden news agency	125.00	05/24/2024	10-90-86000	
2442April2024	Monthly maint- Belmont & Melrose	750.00	05/24/2024	34-01-86000	
2442April2024	Monthly maint- Fullerton & Oak	1,200.00	05/24/2024	34-01-86000	
2442April2024	Monthly maint- Grand Ave	1,975.00	05/24/2024	34-01-86000	
2442April2024	Monthly maint- Legion hall	775.00	05/24/2024	34-01-86000	
2442April2024	Monthly maint- Nevada retention pond	850.00	05/24/2024	34-01-86000	
2442April2024	Monthly maint- 9280-9300 Belmont	675.00	05/24/2024	34-01-86000	
2442April2024	Monthly maint- Franklin & martens	780.00	05/24/2024	34-01-86000	
2442April2024	Monthly maint- Houston & james	1,075.00	05/24/2024	34-01-86000	
2442April2024	Monthly maint- Grand Ave (Scott)	1,175.00	05/24/2024	34-01-86000	
	Check Total:	37,625.00			
Vendor: 0164	JOURNAL & TOPICS NEWSPAPERS			Check Sequence: 52	ACH Enabled: False
192296	Full page 4 color ad	2,162.50	05/24/2024	10-12-51870	
	Check Total:	2,162.50			
Vendor: 1254	JS PRINTING			Check Sequence: 53	ACH Enabled: False
W0334	Food establishment inspection report forms	335.00	05/24/2024	10-13-51800	
	Check Total:	335.00			
Vendor: 3233	JUST TIRES			Check Sequence: 54	ACH Enabled: False
64247	4 tires parts and labor #881	717.97	05/24/2024	08-01-50020	rest Endotes. Faise
	Check Total:	717.97			
Vendor: 4545	KCS COMPUTER TECHNOLOGY			Check Sequence: 55	ACH Enabled: False
18552	Veem backup replication	135.00	05/24/2024	10-02-55040	
18552	Consulting services April	1,202.50	05/24/2024	10-02-51150	
18552	Proofpoint spam filter software	663.78	05/24/2024	10-02-54200	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
18552	Office 365	2,129.00	05/24/2024	10-02-54200	
18552	Max online back of servers for Solarwind	450.00	05/24/2024	10-02-55040	
18552	GFI AV server & workstation monitoring softwar	1,220.96	05/24/2024	10-02-54200	
18552	SentinelOne server security software	380.00	05/24/2024	10-02-54200	
18552	Ironscales	676.00	05/24/2024	10-02-54200	
	Check Total:	6,857.24			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 56	ACH Enabled: False
4912	Sawcutting, removal, replacement of reinforced s	5,200.00	05/24/2024	34-02-63070	2000-000 months and an
4914	Sawcutting, removal, replacement reinforced sect	3,200.00	05/24/2024	34-01-62860	
4915	Sawcutting, removal, replacement of reinforced (	4,670.00	05/24/2024	34-02-63070	
1917	Sawcutting, removal, replacement of reinforced s	2,400.00	05/24/2024	34-01-62860	
1918	Sawcutting, removal, replacement of reinforced 1	3,400.00	05/24/2024	34-01-62860	
	Check Total:	18,870.00			
Vendor: 1507	LAWRENCE ANDOLINO			Check Sequence: 57	ACH Enabled: False
0419	Adjudication services, April 2024	1,500.00	05/24/2024	10-20-40515	3.00
0419	Adjudication services, April 2024	1,500.00	05/24/2024	10-13-40515	
	Check Total:	3,000.00			
Vendor: 1759	M.A.B.A.S. Division 20			Check Sequence: 58	ACH Enabled: False
050124	2024 Annual MABAS dues	7,000.00	05/24/2024	10-30-62160	Total Billioted, Tuise
	Check Total:	7,000.00			
Vendor: 0059	M.E. SIMPSON, CO., INC.			Check Sequence: 59	ACH Enabled: False
2302	Conducted a Fire hydrant maint & flow capacity	20,330.00	05/24/2024	34-01-62860	
	Check Total:	20,330.00			
Vendor: 0947	MAREN RONAN, LTD			Check Sequence: 60	ACH Enabled: False
May2024	Lobbyist services, May2024	6,000.00	05/24/2024	10-12-67560	ACA Embled, I disc
	Check Total:	6,000.00			
/endor: 0131	MENARDS MELROSE PARK			Check Sequence: 61	ACH Enabled: False
33570	Garden stakes, knives, tapes, soft supply	222.23	05/24/2024	10-90-62070	Meli Eliablea, I also

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
63609	ABC basic 2pk (qty 13)	532.87	05/24/2024	08-01-50020	
	Check Total:	755.10			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 62	ACH Enabled: False
108499A	Stainless clamp 24x24	4,825.00	05/24/2024	34-01-62860	Non Emaile. Page
	Check Total:	4,825.00		3963	
Vendor: 0333	MONTANA & WELCH, LLC			Check Sequence: 63	ACH Enabled: False
16776	Legal services for general matters, March2024	31,572.17	05/24/2024	10-72-62557	Terr Shadios. Talso
16777	Legal services for Litigation, March2024	3,150.66	05/24/2024	10-72-62557	
	Check Total:	34,722.83			
Vendor: 4992	Motorola Solutions,Inc			Check Sequence: 64	ACH Enabled: False
8281766017	Mobile radio upgrade	7,994.04	05/24/2024	07-01-80600	NOT Eliabled. I disc
8281851775	NTP Triband mobile for ambulance	8,003.64	05/24/2024	07-01-80600	
	Check Total:	15,997.68			
Vendor: 1790	MUNICIPAL CLERKS NORTH & NORTHWEST SU	BURBS		Check Sequence: 65	ACH Enabled: False
050824	Dinner meeting (1)	30.00	05/24/2024	10-18-52100	A SANCORUL A MIGO
	Check Total:	30.00			
Vendor: 1363	MUNICIPAL ELECTRONICS, INC.			Check Sequence: 66	ACH Enabled: False
070538	Replace battery	64.52	05/24/2024	10-20-60350	Total Bladded. Palse
	Check Total:	64.52			
Vendor: 4521	NICOR			Check Sequence: 67	ACH Enabled: False
45671900004Apr	9535 Belmont 456719000004 3/25-4/22/2024	203.63	05/24/2024	34-01-62940	Test Endoted. False
50771900003Apr	9300 Belmont 50771900003 3/25-4/22/2024	841.79	05/24/2024	34-01-62940	
83226800007Apr	10920 King 83226800007 3/28-4/25/2024	357.62	05/24/2024	34-01-62940	
87873543729Apr	9320 Belmont 87873543729 3/25-4/22/2024	70.15	05/24/2024	34-02-52450	
	Check Total:	1,473.19			
Vendor: 2202	NORTHEASTERN IL. PUBLIC			Check Sequence: 68	ACH Enabled: False
61401332	Company Fire Officer class	1,325.00	05/24/2024	10-30-52001	Table State

Invoice No		Description	Amount	Payment Date	Acct Number	Reference
62382833		Structural Collapse Operations class	2,200.00	05/24/2024	10-30-52001	
		Check Total:	3,525.00			
Vendor: 16	653	ON TIME EMBROIDERY INC			Check Sequence: 69	ACH Enabled: False
119407		Uniform	71.00	05/24/2024	10-30-40806	
119421		Uniform	71.00	05/24/2024	10-30-40806	ř.
120574		Uniform	62.00	05/24/2024	10-30-40806	
122737		Uniform	417.00	05/24/2024	10-30-40806	
123779		Uniform	61.00	05/24/2024	10-30-40806	
123780		Uniform	280.00	05/24/2024	10-30-40806	
		Check Total:	962.00			*
Vendor: 422	223	P.R. STREICH & SONS, INC.			Check Sequence: 70	ACH Enabled: False
54897		Parts and labor cylinder replacement lift #2	2,491.09	05/24/2024	34-02-62590	2.
		Check Total:	2,491.09			
Vendor: 329	296	PANORAMIC LANDSCAPING			Check Sequence: 71	ACH Enabled: False
1	10902	Senior grass cutting 71 cuts @ \$27 each April20:	1,917.00	05/24/2024	10-60-63550	From Enabled. False
		Check Total:	1,917.00			
Vendor: 239	393	PARK DISTRICT OF FRANKLIN PARK			Check Sequence: 72	ACH Enabled: False
R4670	10.00	Senior Luncheon at North Park 4/25/24	3,342.00	05/24/2024	10-60-62470	ACII Bilabicu. Faise
		Check Total:	3,342.00			
Vendor: 544	140	GIULIANO PETRUCCI	5,512.00		Cl. 1.5 73	
2024-003	+42	Plumbing inspector services, March2024	2,325.00	05/24/2024	Check Sequence: 73 10-13-40203	ACH Enabled: False
2024-004		Plumbing inspector services, April2024	2,625.00	05/24/2024	10-13-40203	
		Check Total:	4,950.00			
Vendor: 77	774	PHYSICIANS IMMEDIATE CARE	1,200.00		Charle Sequence: 74	ACH Fachi I T
4383554	114	Adjustment charge Feb2024	295.00	05/24/2024	Check Sequence: 74 10-52-53000	ACH Enabled: False
4389670		New hire crossing guards x2 March2024	450.00	05/24/2024	10-52-53000	
4389670		New hire police officers March2024	2,475.00	05/24/2024	10-52-53000	
4389670		Hepatitis B vaccine March2024	120.00	05/24/2024	10-52-53000	
		**				

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
4389670	New hire non union March2024	225.00	05/24/2024	10-52-53000	
	Check Total:	3,565.00		ar	
Vendor: 1578	PITNEY BOWES GLOBAL FINANCIAL SERVICES, LLC			Check Sequence: 75	ACH Enabled: False
3106636942	Lease for postage meter	879.60	05/24/2024	10-01-50930	
	Check Total:	879.60			
Vendor: 5566	PORTABLE JOHN, INC.			Check Sequence: 76	ACH Enabled: False
282679	Port-potty rental FP fest 6/6-6/9/24	9,370.00	05/24/2024	10-61-69561	
	Check Total:	9,370.00			
Vendor: 3803	REGIONAL LAND SERVICES			Check Sequence: 77	ACH Enabled: False
1652	Topographic & Boundary survey	2,460.00	05/24/2024	10-90-62600	7.5.7 S.18.503. 1 4.50
	Check Total:	2,460.00			
Vendor: 2023	RKD CONSTRUCTION SUPPLIES & EQUIPMENT, INC.			Check Sequence: 78	ACH Enabled: False
1/697310	Black tie wires	17.00	05/24/2024	34-01-62680	(1925-19 (1936-1944) A 1964
	Check Total:	17.00			
Vendor: 0967	ROESCH FORD			Check Sequence: 79	ACH Enabled: False
155506	8 programmed keys #201,202,203,204,205,206,2	265.28	05/24/2024	08-01-50090	rear Endoted. 1 disc
FOFS210361	Scanned for codes #876	199.00	05/24/2024	08-01-50020	
	Check Total:	464.28			
Vendor: 0556	ROSEMONT LANDSCAPING			Check Sequence: 80	ACH Enabled: False
10450	Senior grass cutting 60 cuts @\$27 each April202	1,620.00	05/24/2024	10-60-63550	rest Bladde. False
	Check Total:	1,620.00			
Vendor: 2117	ROZALADO & CO			Check Sequence: 81	ACH Enabled: False
42174	Janitorial services for VH, streets 4/15-4/28/24	1,381.80	05/24/2024	10-13-52600	ACII Eliableu, Paise
42174	Janitorial services for PD 4/15-4/28/24	1,631.33	05/24/2024	10-20-52600	
	Check Total:	3,013.13			
Vendor: 2419	RUSSO'S POWER EQUIPMENT	.3		Check Sequence: 82	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
SPI20627857	AH battery	265.00	05/24/2024	10-90-82630	
	Check Total:	265.00			
Vendor: 2960	S & E INSPECTIONS, INC.			Check Sequence: 83	ACH Enabled: False
09495	Safety lane inspection #240	38.00	05/24/2024	10-90-50100	A Coll Billioled. I also
	Check Total:	38.00			
Vendor: 1899	SERVICE SANITATION, INC.			Check Sequence: 84	ACH Enabled: False
8830419	Portable restrooms	190.51	05/24/2024	10-90-62600	, , , , , , , , , , , , , , , , , , , ,
	Check Total:	190.51			
Vendor: 4504	SITEONE LANDSCAPE SUPPLY			Check Sequence: 85	ACH Enabled: False
140980631-001	Top soil & seed mixtures	460.42	05/24/2024	10-90-62600	
140998888-001	Top soils bulk	212.16	05/24/2024	10-90-62600	
141017446-001	Top soils bulk	212.16	05/24/2024	10-90-62600	
	Check Total:	884.74			
Vendor: 2961	S-NET COMMUNICATIONS INC			Check Sequence: 86	ACH Enabled: False
216770	May phone bill	3,648.36	05/24/2024	10-02-51200	
	Check Total:	3,648.36			
Vendor: 1565	STERICYCLE, INC			Check Sequence: 87	ACH Enabled: False
8006677182	Shredding documents	1,505.28	05/24/2024	10-20-50400	
	Check Total:	1,505.28			
Vendor: 3221	STRATUS NETWORKS			Check Sequence: 88	ACH Enabled: False
206613	Fiber line to police dept- back up	542.87	05/24/2024	10-02-51200	
	Check Total:	542.87			
Vendor: 0183	SUBURBAN WELDING & STEEL, LLC			Check Sequence: 89	ACH Enabled: False
91947	To cut apart of shipping container per instruction	1,927.44	05/24/2024	10-90-62600	Simologi, A MIDV
92114	To extract broken fitting repair weld	114.73	05/24/2024	34-01-62860	
	Check Total:	2,042.17			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 0103	TECHNOLOGY MANAGEMENT REVOLVING FUND			Check Sequence: 90	ACH Enabled: False
Γ2423274	Communicatin charges, March2024	942.40	05/24/2024	07-01-51200	
	Check Total:	942.40			
Vendor: 3075	TERMINAL SUPPLY COMPANY			Check Sequence: 91	ACH Enabled: False
33595-00	7 way plug assembly	39.49	05/24/2024	10-90-62680	ACH Enabled: Paise
	Check Total:	39.49			
Vendor: 1505	THE JORDAN GROUP			Check Sequence: 92	ACUE III I E I
050524	April 2024 public affairs, mkt, pr	5,000.00	05/24/2024	10-01-51880	ACH Enabled: False
	Check Total:	5,000.00			
Vendor: 5313	THOMAS HERRERA LANDSCAPING			Check Sequence: 93	ACH Enabled: False
001	April grass cutting for vacant and foreclosure pro	300.00	05/24/2024	10-13-53000	ACH Enabled, Palse
	Check Total:	300.00			
/endor: 5342	TRI-ANGLE SCREEN PRINT			Check Sequence: 94	ACH Enabled: False
45620	T-shirts	820.00	05/24/2024	10-90-60600	ACTI Ellabled, Palse
45620	T-shirts	410.00	05/24/2024	34-01-60600	
45620	T-shirts	410.00	05/24/2024	34-02-60600	
	Check Total:	1,640.00			
endor: 0160	UNITED RADIO COMMUNICATIONS			Check Sequence: 95	ACH Enabled: False
14000493-2	Cable kit	70.20	05/24/2024	07-01-60000	ACT Enabled. Palse
	Check Total:	70.20			
endor: 5425	VERIZON WIRELESS			Check Sequence: 96	ACH Enabled: False
960134708	Monthly cell phone charges for ESTB Mar #980	1,237.62	05/24/2024	07-01-51200	ACTI Enabled. Palse
960134709	Monthly cell phone charges for 911 Mar #98043	1,362.45	05/24/2024	07-01-51200	
962627170	Monthly cell phone charges for VOFP water Apr	1,906.58	05/24/2024	34-01-80500	
962627170	Monthly cell phone charges for VOFP general A <sub>l</sub>	2,756.05	05/24/2024	10-02-80300	
962627171	Monthly pkg meter charges Metra station Apr #9	72.02	05/24/2024	41-01-65000	
962627172	Monthly tablet charges for water dept Apr #9804	168.09	05/24/2024	34-01-80500	
962627172	Monthly tablet charges for Admin Apr #9804314	100.10	05/24/2024	10-02-80300	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	7.02.01			
Vendor: 2511	VESTIS	7,602.91			
6020232861	Carpet service	121.71		Check Sequence: 97	ACH Enabled: False
6020232862	Carpet service	131.61	05/24/2024	10-20-52600	
6020232002	Carpet service	199.77	05/24/2024	10-13-52800	
6020237071	Carpet service	199.77	05/24/2024	10-13-52600	
0020231071	Carpet Scivice	199.77	05/24/2024	10-13-52600	
	Check Total:	730.92			
Vendor: 1379	VILLAGE AUTO BODY & TOWING			Check Sequence: 98	ACH Enabled: False
51365	Body repairs #883	6,812.03	05/24/2024	10-20-50300	Test Eliabled, I disc
	Check Total:	6,812.03			
Vendor: 1125	VILLAGE OF ROMEOVILLE			Check Sequence: 99	ACH Enabled: False
2024-247	Command Officer Academy	625.00	05/24/2024	10-30-52001	
	Check Total:	625.00			
Vendor: 4957	VISA - PARTNERSHIP FINANCIAL CU			Check Sequence: 100	ACH Enabled: False
04212024	Additional charges	33.66	05/24/2024	10-20-59000	ACIT Eliabled. Paise
04212024	Training	325.00	05/24/2024	10-20-52001	
04212024	Equipment	78.98	05/24/2024	10-20-60630	
04212024	Bulbs	143.07	05/24/2024	10-20-52600	
	Check Total:	500.51			
U. J. 5565		580.71			
Vendor: 5565 10348	VISIT OAK PARK		210000000000	Check Sequence: 101	ACH Enabled: False
10348	Annual dues FY2024	5,000.00	05/24/2024	10-12-51870	
	Check Total:	5,000.00			
Vendor: 1299	W.S. DARLEY & COMPANY			Check Sequence: 102	ACH Enabled: False
7527220	Firefighting gear	3,600.96	05/24/2024	10-30-62180	ACTI Eliabled, Paise
	Check Total:	3,600.96			
Vendor: 4681	WATER SERVICES CO.			Check Sequence: 103	ACH Enabled: False
7681	24 meters tested	840.00	05/24/2024	34-01-62815	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	840.00			
Vendor: 4683	WATERMARK ENGINEERING	840.00		Cl. 1.0	2792247207 NO. 90 10 07
18771	Franklin Park redevelopment site Thru Dec2023	1,335.91	05/24/2024	Check Sequence: 104	ACH Enabled: False
	Transfer Tark redevelopment site Title Dec2025	1,333.91	03/24/2024	22-01-62557	
	Check Total:	1,335.91			
Vendor: 1352	WILLIAM RYAN	3,5550.5		01 10 105	viori apparation (military de vivori altro
0426	Prosecuter services, March2024	4,000.00	05/24/2024	Check Sequence: 105	ACH Enabled: False
04262024	Prosecuter services, April2024			10-72-62570	
01202021	Trosecutor services, April2024	4,000.00	05/24/2024	10-72-62570	
	Check Total;	8,000.00			
		0,000.00			
		<u> </u>			
	Total for Check Run:	658,099.53			
	=				
	Total of Number of Checks:	105			

# Accounts Payable

# Manual Check Proof List

User:

cperez

Printed:

05/13/2024 - 5:08PM

Batch:

00407.05.2024



Invoice No	Amount Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 2034	FIRE SERVICE, INC					
			335064	05/07/20	24	
56166	697,013.00 05/07/2024	Purchase of Fire engi-	ne		10-30-80200	
56166	7,750.00 05/07/2024	Graphics package			10-30-50110	
Total for Check	704,763.00	3 3 35			10 10 10 10 10 10 10 10 10 10 10 10 10 1	
Total for 2034	704,763.00					
Total Checks:	704,763.00					

# THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

## RESOLUTION

NUMBER 2425-R-

### A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS RECOGNIZING THE 125TH ANNIVERSARY OF THE FRANKLIN PARK PUBLIC LIBRARY DISTRICT

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 05/20/24 Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

#### RESOLUTION NUMBER 2425-R-

#### A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS RECOGNIZING THE 125TH ANNIVERSARY OF THE FRANKLIN PARK PUBLIC LIBRARY DISTRICT

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, in 1899, Franklin Park's first Library opened at 9602 Franklin Avenue and was sponsored by the Ladies Literary and Social Club. The Library was subsequently moved to the Village's waterworks building sometime before 1925; and

WHEREAS, in 1941, the Village passed an ordinance to establish and maintain a free Library and reading room and appointed a 9-member Board of Directors for the Library; and

WHEREAS, in 1962, a referendum was approved to allow the Library to become publicly supported and elect six library directors. The Library moved to 9618 Franklin Avenue in 1964 and in 1967 the Library joined the DuPage Library System; and

WHEREAS, in 1970, the Library became a Library District; and

WHEREAS, in 1974, the Library District was expanded to include the Marconi subdivision and Crown Road area; and

WHEREAS, in 1979, the Board of Trustees of the Village voted to make the Library the official repository of local history information; and

WHEREAS, in 1983, the Library was available for internet access; and

WHEREAS, in 1984, the Library was built at 10311 Grand Avenue with the North wing being built in 1989 and local history room in 1991; and

WHEREAS, in 1998, the Library began providing public internet access to district residents and in 2000 the Library's first website debuted; and

WHEREAS, in 1999, the Library celebrated its 100th anniversary; and

WHEREAS, in 2009, the Library joined Facebook and Twitter; and

WHEREAS, in 2010, digital collections of eBooks and audiobooks were offered through eMediaLibrary, and Kindle ereaders were loaned; and

WHEREAS, in 2011, the Library became part of RAILS (Reaching Across Illinois Library System) and the Library got its own app; and

WHEREAS, in 2013, the hoopla digital collection was added to the Library providing for the streaming of music and video along with ebooks and eaudiobooks; and

WHEREAS, in 2015, the Library's digital collections were expanded, providing more eBooks and eAudiobooks through the Library's membership in the eReadIllinois Consortium; and

WHEREAS, in 2016, the Library became a member of the SWAN Library Consortium and STEAM Kits were added to the collection; and

WHEREAS, in 2021, the Library went fine free; and

WHEREAS, in 2023, over thirty trees were planted on library grounds through the Chicago Trees Initiative in collaboration with the Village and the Morton Arboretum. The World Languages book collection for children was created; and

WHEREAS, the Franklin Park Public Library District is now celebrating its 125th anniversary.

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 Village of Franklin Park, Cook County, Illinois, congratulates the Franklin Park Public Library District for one hundred twenty five (125) years of dedicated service to the residents of the Village of Franklin Park and the President and Board of Trustees of the Village, on behalf of themselves and the residents of Franklin Park, offer best wishes for many more decades of success.

**Section 3**. 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 4. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 5**. 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 May 2024, pursuant to a roll call vote, as follows:

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

APPROVED by the Presider	t of the V	illage o	f Franklin Park	, Cook Cour	ıty, Illinois or
this day of May 2024.					
			RRETT F. PEI LLAGE PRESI		
ATTEST:					
APRIL ARELLANO VILLAGE CLERK	_				
VILLAGE CLERK					

# THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

## **ORDINANCE**

NUMBER 2425-G-

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN RES ENVIRONMENTAL OPERATING COMPANY AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS FOR OFFSITE STORMWATER MITIGATION

> 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 2425-G-

### AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN RES ENVIRONMENTAL OPERATING COMPANY AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS FOR OFFSITE STORMWATER MITIGATION

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 hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Professional Services Agreement by and between RES Environmental Operating Company, LLC and the Village of Franklin Park, Cook County, Illinois (the "Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village Engineer or the Village President, 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 officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause, or provision of this Ordinance shall be

held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook

County, Illinois this \_\_\_\_\_ day of May 2024, pursuant to a roll call vote, as follows:

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

Village of Franklin Park, Cook County, Illinois on
BARRETT F. PEDERSEN VILLAGE PRESIDENT

## Exhibit A

Agreement

#### PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") by and between HGS, LLC, a Virginia limited liability company, doing business as RES Environmental Operating Company, LLC, ("RES"), and the Village of Franklin Park, an Illinois municipal government organization (the "Village") is effective as of May 20, 2024 (the "Effective Date").

#### RECITALS:

WHEREAS, the Village owns the Reuters Subdivision Improvements Phase 3 & 4 Offsite Stormwater Bank (the "Subject Bank"), being an approved offsite stormwater supply project that is authorized to sell 2.4 acrefeet of detention credits (the "Subject Credits") for compensatory mitigation in all portions of the Lower Des Plaines Service Area within the State of Illinois (the "Subject Watershed Planning Area" or "Subject WPA");

WHEREAS, RES, among other things, provides sales and consulting services to the owners and managers of commercial mitigation and stormwater banks; and

WHEREAS, the Village desires to grant to RES, and RES desires to accept from the Village, the exclusive right to perform the services described in this Agreement, upon the terms and subject to the conditions set forth in this Agreement.

**THEREFORE**, for and in consideration of the premises and the payment set forth herein, the Village and RES agree to the following terms and conditions:

#### AGREEMENTS:

- 1. Exclusive Right to Market and Sell. The Village hereby grants to RES the exclusive right to market and sell the Subject Credits, and RES hereby accepts such rights, subject to the conditions and limitations contained in this Agreement. The Village represents that no other person or entity has any right to market or sell the Subject Credits, and during the Term of this Agreement, the Village shall not retain any person or company other than RES to market and sell the Subject Credits during the Term of this Agreement.
- 2. Sales and Marketing Activities. RES shall use commercial reasonable efforts to market and sell the Subject Credits to one or more parties in accordance with RES' standard practices and on such terms and for such price as established by the parties pursuant to this Agreement. RES shall be permitted and is hereby authorized to (i) hold itself out to the general public as the exclusive marketing agent for the Village of the Subject Credits; (ii) list the Subject Credits, including the name of the Subject Bank and the applicable Watershed Planning Area (as designated by MWRD), on RES's website and in any promotional or marketing publications generated by RES; (iii) list the Subject Credits and establish that RES is the designated seller of the Subject Credits on the website of the Metropolitan Water Reclamation District ("MWRD") and the applicable website for this program set up by Metropolitan Planning Council at <a href="https://www.stormstore.org">www.stormstore.org</a>; and (iv) meet with MWRD on behalf of the Village to work through regulatory considerations for application of the Subject Credits to a permit.
- 3. Meetings. During the Term of this Agreement, RES and the Village shall meet on a regular basis and not less than once every quarter. At the initial meeting, RES and the Village shall discuss the planned marketing strategies for the sale of the Subject Credits. At each subsequent meeting, RES will provide the Village with an update on the sales and marketing activities that have taken place since the prior meeting and will share a copy of its internal tracking ledger (the "Tracking Ledger") showing pending sales of Subject Credit sales and identifying prospective purchasers (each, a "Prospect"). Such meetings may take place in-person, over telephone or video conference, or in the form of electronic mail.

- 4. <u>Retained Rights</u>. During the Term of this Agreement, RES retains the right to perform the same or similar type of services for third parties and the right to perform other services in addition to marketing and selling mitigation credits, which include, but are not limited to, environmental, ecological, construction, and consulting services.
- 5. Pricing. The sales price for each Subject Credit sold pursuant to this Agreement shall be equal to or greater than \$350,000.00 (the "Minimum Price Per Credit"). RES shall be permitted to sell fractions of a credit (for example, less than 1.0 Subject Credit), provided that the sales price shall be determined on a pro rata basis based on the Minimum Price Per Credit or greater. For example, the purchase price for 0.1 Subject Credit must be at least \$35,000.00. The Village may increase or decrease the Minimum Price Per Credit at any time during the Term of this Agreement by providing no less than thirty (30) days written notice to RES. Except for the Minimum Price Per Credit established by the Village, RES shall be free to negotiate all other terms of the sale of the Subject Credits. RES may disclose to the Village for its approval, any offers to purchase the Subject Credits that are based on per credit pricing that is less than the Minimum Price Per Credit and following written approval by the Village (including by electronic mail), RES shall be permitted to sell the Subject Credits for a price that is less than the Minimum Price Per Credit. Once such approval has been given by the Village and received by RES, such approval shall be irrevocable by the Village. RES and the Village may establish, in an amendment to this Agreement, additional terms to govern the sale of the Subject Credits to a third-party purchaser.
- 6. Professional Service Fee. Each contract for the sale of Subject Credits will require that the purchaser of Subject Credits remit payment directly to the Village. During the Term, the Village shall cause RES to be paid, and RES shall be entitled to receive, a professional service fee ("Professional Service Fee") equal to twelve percent (12%) of all gross proceeds received from the sale of Subject Credits. The Village shall pay RES the Professional Service Fee within thirty (30) days of a sale. A "sale" shall be deemed to have occurred (and the Subject Credit shall be deemed "sold") on the date that the purchaser of such Subject Credit delivers the purchase price required to be paid to the Village or its designee. If the purchase price for any Subject Credit is paid by a purchaser over installment payments (including, any nonrefundable deposits or option consideration payments), RES shall have the right to receive the Professional Service Fee on the non-refundable portion of the purchase price paid by such purchaser of the Subject Credit. RES shall be entitled to a Professional Service Fee of five percent (5%) for any sales of Subject Credits that were contracted prior to the execution of this Agreement. A list of applicable projects that shall be subject to a five percent (5%) Professional Service Fee are listed in Exhibit A. Notwithstanding the foregoing, in the event the Village enters into an agreement for the sale and purchase of Subject Credits with a person or entity developing a project within the boundaries of the Village and such person or entity was not procured or introduced by RES, RES shall not be entitled to receive a Professional Service Fee.
- 7. <u>Term.</u> The term of this Agreement commences on the Effective Date and continues in full force and effect for a period of one (1) year (the "Initial Term"), subject to the provisions of termination described in Section 8. Upon expiration of the Initial Term, this Agreement automatically renews for three (3) additional successive one (1) year terms (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless and until either party provides written notice of termination in accordance with Section 8.
- 8. Termination. Either party may terminate this Agreement for any reason by giving written notice to the other party and specifying a termination date not less than sixty (60) days from the date of such notice. Following expiration or earlier termination of this Agreement, RES shall be entitled to all unpaid commissions, if any, for all sales of the Subject Credits (i) occurring prior termination; (ii) occurring after termination, but which were pending sale and under contract at the time of termination; and (iii) to a Prospect identified by RES in its Tracking Ledger, provided such Prospect is immediately communicated to the Village and that such sale occur within sixty (60) days following termination. Termination shall not relieve any party of any obligations that expressly survive termination of this Agreement (e.g., confidentiality obligations under Section 11.b.).
  - 9. No Continuing Rights. On expiration or earlier termination of this Agreement, (i) RES will immediately

cease to market, promote, or sell any of the Subject Credits and shall not have any additional obligations to the Village; (ii) any payments that are at the time of termination due and payable to RES, shall be paid to RES by the Village; and (iii) both parties shall execute and deliver any such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the intent of this Section 9.

10. Exculpation of RES. In no event will RES be responsible (i) in the event any Prospect identified by RES does not enter into a contract for the purchase of the Subject Credits; (ii) if, following the execution of a contract for the sale of Subject Credits, the purchaser fails to timely remit payment to the Village or otherwise breaches the terms of the contract; (iii) if RES fails to sell the Subject Credits; or (iv) for compliance with the terms and conditions of any permit issued to the Village for the Subject Bank.

#### 11. Miscellaneous.

- a. <u>Independence of Parties.</u> Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship.
- b. <u>Confidentiality</u>. Neither this Agreement nor the terms hereof may be furnished to any third party without the written consent of all parties, except as may otherwise be required by law or a court of competent jurisdiction; <u>provided</u>, that the foregoing shall not prohibit the parties from providing this Agreement or the terms hereof to their attorneys, consultants, professional advisors, affiliates, current investors and lenders, and prospective investors and lenders.
- c. Governing Law and WAIVER OF JURY TRIAL. This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of Illinois, without giving effect to any conflict of laws provisions thereof. Either party may only institute legal suits, actions, and proceedings arising out of or relating to this Agreement in the federal or state courts located in Cook County, IL. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY.
- d. <u>Counterparts and Authorization</u>. This Agreement may be signed by facsimile or electronic PDF signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The parties each separately represent that the person signing this Agreement is duly authorized to sign this Agreement.
- e. <u>Force Majeure</u>. No party shall be liable or responsible to the other party, or be deemed to have breached this Agreement, for any failure or delay in satisfying its obligations hereunder if such failure or delay is attributable to any of the following: strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, orders, laws, regulations, or restrictions, adverse determinations from any governmental authority, or any other causes which are beyond the reasonable control of the responsible party.
- f. Consequential Damages. Notwithstanding anything to the contrary herein, no party shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability, or other tort or otherwise, regardless of the foreseeability or the cause thereof. Each party expressly agrees that the affiliates, members, partners, and shareholders of any defaulting or breaching party hereunder are not jointly, solidarily, or severally liable for any costs, expenses, losses, or damages arising from such party's breach or default under this Agreement.

- g. Notice. All notices sent by one party to the other pursuant to this Agreement shall be in writing, addressed as set forth on the signature page of this Agreement, and delivered or sent (A) in person; (B) by U.S. Mail, postage prepaid and certified with return receipt requested; or (C) by nationally recognized overnight delivery service, shipping prepaid. Either party may change its physical address by notifying the other party in writing of the change.
- h. General. The Village's and RES' rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of the Village or RES. The foregoing restriction shall not be deemed to prohibit (i) the assignment or transfer of this Agreement by either party to (x) any third party that controls, is controlled by, or is under common control with, the assigning party, or (y) any purchaser of all, or substantially all, of the assets of the assigning party, as long as, in each case, the assignee agrees to assume all obligations of the assigning party hereunder. This Agreement constitutes the entire agreement and understanding between the parties with respect to the marketing and sale of the Subject Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of either party. This Agreement may not be changed, amended, or modified except by an instrument in writing signed by both parties. The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal. No party's failure or delay in exercising any of its rights hereunder will constitute a waiver of such rights unless expressly waived in writing.

[remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day first above written.

Name:	Lucas Lilly
	General Manager
Date:	
ADDR	ESS:
c/o Res	ource Environmental Solutions, LLC
	est Loop South, Suite 300
	e, Texas 77401 Legal Department
The Vi	lage of Franklin Park:
	lage of Franklin Park:  Barrett F. Pedersen
Name:	
	Barrett F. Pedersen
Name: Title:	Barrett F. Pedersen Village President
Name: Title: Date: ADDRI Village	Barrett F. Pedersen Village President  ESS: of Franklin Park
Name: Title: Date: ADDRI Village 9500 B	Barrett F. Pedersen Village President  ESS: of Franklin Park telmont Avenue
Name: Title: Date: ADDRI Village 9500 B Frankli	Barrett F. Pedersen Village President  ESS: of Franklin Park

# Exhibit A.

	Client Name	Contract Date	Credit Amount	Total Contract Amount
a d				
(6				

Village of Franklin Park

# **Green Infrastructure Development, Implementation, and Credit Sales**

**RES Statement of Qualifications** 







### **RES Overview**

RES is a national operating company focused on restoring a resilient earth for a modern world, project by project.

As the nation's largest nature-based solutions company, Resource Environmental Solutions, LLC ("RES") supports the public and private sectors with durable, resilient infrastructure for communities through solutions for environmental mitigation, stormwater and water quality, and climate and flooding resilience. RES has a unique operating model for delivering ecological uplift, based on science-led design, full delivery, long-term stewardship, and guaranteed performance. From headwaters to coastal shores, RES designs, builds, and sustains sites that preserve the environmental balance, lifting impaired ecosystems into restored health and ultimately, self-sufficiency. These projects restore sensitive wetland, prairie, and species habitats as well as floodplains, streams, river valleys, and coastal and tidal systems. The result is nature-based systems that cleanse water, shelter wildlife, buffer storms, and sequester carbon from the atmosphere.

RES works closely and creatively with municipalities, developers, operators, landowners, and regulatory agencies to balance the needs of the client, community, and the resource. Our operating model is built around this approach. We employ teams covering the full project lifecycle, combining in-house analytics and technical expertise with implementational resources and capabilities.

We have helped clients successfully permit more than 3,900 projects, creating rich, high-functioning ecosystems as part of each permit. Our clients include local and state governments, large mining operators, energy production companies, energy transmission companies, Fortune 500 companies, departments of transportation, and other public-sector organizations. RES now employs 918 dedicated staff in 51 operational hubs across the country.

RES delivers customized solutions tailored to our clients' needs. RES' internal resources include environmental, health, safety, and security (EHS&S) staff, land acquisition specialists, wildlife biologists, Rosgen IV certified stream designers, professional wetland scientists, engineers, hydrologists, QA/QC oversight teams, field ecologists, regulatory project managers, analysts, certified foresters, arborists, landscape architects, construction managers, superintendents, and field crew members as well as supporting project controls, government affairs, public relations, financial, legal and analytical staff.

#### RES' experience includes:

- Restoration, enhancement, and preservation of 76,150 acres of wetlands
- Restoration of over 678 miles of streams
- Rehabilitation, preservation, and/or management of over 20,392 acres of special-status species habitat
- Currently conducting monitoring and maintenance (including invasive species management) for over 50,225 acres
  of mitigation and restoration habitat
- Successful close-out of over 117 mitigation sites
- Permitting and development of over 210 permittee-responsible mitigation projects
- Design, permitting, management, and development of 197 wetland, stream, species, and conservation banks
- Delivery of 20,000 acres of custom, turnkey mitigation solutions
- Design and construction of over 356 stormwater management facilities
- Reductions of over 499 tons of water quality nutrients
- Planting of over 26,911,001 trees across all operating regions
- Development and operation of nurseries in six states including the largest coastal nursery in Louisiana
- Facilitation of compensatory mitigation and nutrient offsets for over 3,980 federal and state permits
- Long-term protection and conservation of over 87,202 acres
- Restoration of over 391 miles of shorelines and levees

We draw on our dedicated, in-house resources and deep experience across all phases of ecological restoration projects in defining our project approach, which seeks to balance performance and cost in the manner that is most beneficial to our clients.

#### Financial Resources

Compensatory mitigation efforts involve a suite of performance obligations not typically found in voluntary conservation projects, and these obligations are usually ongoing for five years or longer. As these obligations are also defined as to permit conditions, failure to perform can impact ongoing operations. Therefore, having competent implementation partners for compensatory mitigation projects, with the experience and resources necessary to handle issues when they come up, is important to protect ongoing operations. To address these ongoing risks and liabilities, RES can provide liability transfer for our clients through one, or a combination, of several mechanisms including contractual indemnification and surety bonding.

In addition to a strong balance sheet, RES maintains an aggregate bonding capacity of greater than \$700 million with A+ rated sureties which can be used to securitize both the financial assurances required by the regulatory agencies and the contractual liabilities associated with delivering on compensatory mitigation obligations over time. Whether providing bonding for regulatory financial assurances or directly to our clients, these performance bonds cover both the construction phase and the maintenance phase of each given project, the latter phase matching specifically to the ecological success milestones set forth by the Mitigation Plan and the USACE.

In February 2022, RES announced a significant investment in the company from two leading firms, Onex and KKR. Founded in 1984, Onex is one of the oldest and most successful private equity firms. The investment in RES is being made by its large-cap private equity fund, Onex Partners, which backs market-leading businesses, investing alongside and supporting the visions of world-class management teams. KKR originally invested in RES in 2016 prior to the 2022 investment. A leading global firm, KKR has a history of investing in businesses that promote solutions to broader societal challenges, having invested more than \$7.5 billion across companies addressing workforce development, green energy, responsible waste management, clean water protection and others.

#### **Building our Team**

RES acquired Applied Ecological Services, Inc. (AES) in February of 2021 to further grow RES' capabilities in delivering value for our clients' complex ecological projects. For more than 40 years, AES has been creating ecologically-driven land-use solutions that are practical, economical, and based on the best science and technology. We are now one company, RES, with a singular vision and proven track record of implementing the creative solutions sought by our clients.

## Regulatory Credit Generation, Sales, and Contracting

RES is an industry leader in turnkey stormwater and wetland mitigation credit development and sales. RES develops, designs, and constructs our own wetland, stream, nutrient, and detention banks. RES' regulatory teams work closely with the permitting agencies at the federal, state and local level as applicable to permit these projects and navigate the alignment of the credits with purchasers' permits. RES has engineers, ecologists, and project management staff to ensure the successful implementation of projects as well as ongoing stewardship of these projects. Our staff also includes the necessary land, legal, and financing teams to track credit sales and support contracting for credits. We perform this service on behalf of our own projects, but also for partners' projects, as requested. RES can provide credit sales and contracting for a partners' bank as part of a larger comprehensive scope of work, inclusive of construction and stewardship, or in some cases, as a standalone agreement. In any case where RES is providing credit sales support, our dedicated team of Client Solutions Managers will actively seek out buyers, engage with the regulatory agency as needed to understand eligibility of credits and any qualification needed, and negotiate contract documents with the buyer's legal counsel. RES' team is extremely motivated to secure transactions and will provide a robust credit marketing and sales effort on behalf of any partners that we are committed to doing so.

## Green Infrastructure and Stormwater Management

RES is an industry leader in turnkey green infrastructure and stormwater projects. Our innovative approach benefits clients who need creative solutions to "green" their development project or meet water quality or stormwater permit requirements.

The following list includes examples of green infrastructure and stormwater management structures that our team commonly designs and builds.

- Marsh creation
- Stormwater retention ponds (wet or dry)
- Bioretention facilities
- Wetland-enhanced BMPs
- Sand filters
- Buffer planting/enhancement
- Permeable pavement / pavers
- Regenerative stormwater conveyances
- Floating wetlands
- Bioswales
- Infiltration planters
- Underground detention vaults



### **Effective Management**

The RES project management team brings over 50 years of experience managing and implementing buffer, stream and wetland mitigation projects.

RES employs a multi-tier oversight and reporting system to ensure client projects are executed successfully. Leading RES' technical and task-oriented staff are dedicated Project Managers committed to project compliance with established budgets, schedules, and quality goals. The Project Manager serves as the primary point of contact with the client and is responsible for development and delivery of all technical deliverables, management and training of Task Managers, client representation,

and budget and schedule compliance. The Project Manager directs Task Managers in the performance of project tasks specific to their individual expertise and specialty.

Overseeing and supporting the Project Manager is a dedicated, overall Contract Quality Assurance / Quality Control (QA/QC) Manager. This individual is responsible for the management of senior staff and available resources for a project; scheduling, budget, and billing oversight; conflict mediation; and verification of technical deliverables for high-quality standards. In addition to the overall QA/QC Manager for a contract, individual QA/QC Reviewers are assigned to oversee deliverables produced by the individual Task Managers.

#### General Capabilities

What sets us apart is our dedication to results. It is not enough for our crews to build a project in accordance with the specifications. We go the extra mile. We ask for – and even urge – collaboration with the project designers since our intimate knowledge of our craft can often result in better projects. We continue to work on projects until ecological goals have been met. Our Consulting and Nursery staff are often brought into Contracting projects to provide expert advice and to ensure that outcomes exceed expectations.

RES has helped restore, preserve, and manage tens of thousands of acres of natural areas throughout the United States – promoting native species health and diversity. Our wide range of ecological land management services includes invasive species removal, brush removal, herbicide application, prescribed burning, and large-scale mowing. RES provides the following land-management services nationwide:

#### Native Seed Installation

Native seeding is different in many ways from traditional lawn or turfgrass seeding. The biggest difference is usually in the equipment used and the number of different species installed. It is typical to have 30 or more different species in a specific native seeding mix as compared to one or two in a lawn mix. Native seed installation requirements vary by the time of year and rarely need to be watered or fertilized. While native seeding can be done by hand due to special circumstances, RES typically uses a specialized piece of equipment called a seed drill (i.e. Truax or Great Plains). Drilling evenly distributes the native seed throughout the project site. Taking great care in the proper calibration of the drill is the key since every native seed has a different shape, size, and weight. If proper calibration is not done correctly, species will not be distributed evenly which may compromise your native seeding project.

#### Herbaceous Invasive Species Control

Herbaceous invasive species control is nearly as critical to the success of a restoration as the seed and plant installation itself. This usually consists of aggressive non-natives that accompany nearly all new restoration projects. The list of non-natives that can undermine a restoration project is unfortunately very long. Controlling invasive species requires proper timing, materials, specialized equipment and ultimately a trained, knowledgeable staff. RES prides itself on having experienced staff to carefully utilize all these components to ensure a successful project. Without this experience, more harm than good can be the result of improper techniques and will ultimately compromise the project.

#### Woody Invasive Species Control

Managing woody invasive species has many of the same characteristics as managing herbaceous invasives. The main difference is in the tools and timing. You still need a trained staff using the right tools and materials like chainsaws, specific herbicide and specialized equipment. Once again, timing is the key, along with the ability to identify the non-natives from the natives. Our Ecological Contractors have the experience to carefully remove woody invasives and to provide the critical follow-up management to any woodland restoration. This is particularly demonstrated when the removal of invasives occurs in ecologically sensitive areas.

#### Erosion Control

Erosion control measures range from installation of straw mulch to coir log and everything in between. RES has years of experience installing many of these standard products but can draw on that same experience when it comes to using them with natives. There are different applications to erosion control products to be considered. Most, if not all of these products have been created for some kind of lawn grass. Thickness, material type, and site conditions all require a slightly different approach when using natives with traditional erosion control measures.

#### Prescribed Burning

Fire is integral to the long-term health of native wetland, prairie, woodland, and savanna ecosystems. Natural fires helped maintain these ecosystems for thousands of years, and RES is well equipped to safely use fire as a management tool. RES

Ecological Contractors are professionally trained, insured, and outfitted with specialized burn equipment. We also provide all permitting and notification services needed to meet local requirements.

#### Brush Removal

Invasive exotic woody species in woodlands and savannas cause shade suppression of native perennial grasses, sedges, and wildflowers, reducing diversity and increasing soil erosion. Brush removal helps to restore these ecosystems by removing exotic or aggressive species.

#### Herbicide Application

Many non-native plant species are aggressively invasive in a natural environment, and herbicide treatments are necessary for their control. RES Ecological Contractors are trained in plant identification and proper application of chemicals to ensure successful vegetative management.

## **Example Project Summaries**

The following table summarizes select green infrastructure and stormwater projects that have been implemented by RES.

Table 1. Project Summaries

Project Name	Client & Location	Project Highlights
Multiple Ecological Restoration and Maintenance Services	Village of Algonquin Algonquin, IL	<ul> <li>Project Examples</li> <li>Blue Ridge. 6.3-acre detention basin</li> <li>Countryside and Yellowstone. Two detention basin retrofits</li> <li>Creeks Crossing Stream and Riparian Area. Ecologically-restored open space</li> <li>Sauwanas Creek. Design, construction and maintenance for eroded streambanks and degraded wetlands and savanna</li> <li>Spella Fen. 7-acre ecological restoration</li> <li>Spella Park. 60-acres of planting and maintenance</li> <li>Surrey Lane Drainage Improvement. 1350 linear feet of bank stabilization and channell modification</li> <li>Woods Creek. Streambank stabilization</li> </ul>
Pekny Park StormStore Project	Center for Neighborhood Technology Chicago, IL	<ul> <li>First StormStore credit-generating project to take place in Little Calumet River Watershed (.036 ac-ft of volume control)</li> <li>Provides just over 11,000 gallons of retention of overland runoff from park areas and adjacent street</li> <li>New wildlife habitat and community space</li> <li>Developed by NFWF Chi-Cal grant, Cook County &amp; The Nature Conservancy (TNC), Center for Neighborhood Technology, Riverdale Park District, and MWRD</li> </ul>
Water Quality Trading Project	City of Independence Independence, WI	<ul> <li>Up to 1,500 linear feet of streambank stabilization</li> <li>Reduction of a minimum of 436 pounds of phosphorous</li> <li>20-year contract term for 436 credits per year</li> </ul>
Metropolitan St. Louis Sewer District Stormwater Management and Green Infrastructure Implementation	Metropolitan St. Louis Sewer District (MSD) St. Louis, MO	<ul> <li>3 contracted projects within the MSD Project Clear service area</li> <li>Stormwater projects to reduce runoff into the sanitary sewer system</li> <li>2-year contract period &amp; perpetual maintenance</li> </ul>
Hopewell's Landing Bioretention Facilities Reconstruction	<b>Prince William County</b> Gainesville, VA	<ul> <li>96 bioretention facilities renovated</li> <li>Develop two stormwater management (SWM) ponds to pass Prince William County inspection.</li> </ul>

Project Name	Client & Location	Project Highlights
		All Facilities Passed Reinspection
Package P SWM Facilities	Metropolitan Washington Airports Authority Fairfax and Loudoun Counties, VA	<ul> <li>RES built 5 constructed wetlands, 3 bioretentions, 3 dry swales, and 2 filtering practices along an 11-mile stretch of the Dulles Toll Road and Greenway</li> <li>Urban Area adjacent to major roadways</li> <li>Contract period from June 2018 – June 2023</li> </ul>
Anne Arundel County Full Delivery of Water Quality Improvements Contract	Anne Arundel County Anne Arundel County, MD	<ul> <li>133.9 impervious acre credits produced</li> <li>Pond Retrofits</li> <li>Turnkey delivery for water quality improvements</li> <li>Contract period from 2017 - 2018</li> </ul>
VDOT Statewide MS4 / TMDL Implementation & Related Activities On-Call Contract	Virginia Department of Transportation Statewide, VA	<ul> <li>Design-build contract</li> <li>TMDL &amp; MS4 regulation based</li> <li>SWM BMP &amp; stream restoration projects</li> <li>Turnkey delivery for water quality improvements</li> <li>Nutrient reduction credit forecasting, analysis, and delivery</li> </ul>
Little Westham Creek / Gambles Mill Eco-Corridor Restoration	University of Richmond Richmond, VA	<ul> <li>Contract period from 2016 – 2021, renewal to 2025</li> <li>2,300LF stream restoration</li> <li>Extensive invasive species program including use of goats</li> <li>Extensive outreach to University students, professors, and staff</li> <li>Innovative floodplain / stream design</li> <li>Historical mill dam location with two outdoor classrooms for interpretation and education</li> <li>New paved walking/biking trail with landscaping and amenities</li> </ul>
Darien Crossing Regional Stormwater Retrofit Project	Philadelphia Industrial Development Corporation Philadelphia, PA	<ul> <li>Largest Greened Acre retrofit project to date within Philadelphia</li> <li>Removed portion of vacant warehouse to install stormwater management practice</li> <li>Situating parking facilities on top of retrofit allows for beneficial use of parcel, in conjunction with stormwater storage</li> <li>Long-term lease for operations and maintenance of the facility</li> </ul>
Bioretention Cell Design	<b>City of Overland Park</b> Overland Park, KS	<ul> <li>Conducted infiltration tests to determine the most successful stormwater BMP</li> <li>Improved water quality, increase visual appear of park, and reduced erosion of feeder streams and overflow channels</li> <li>Now used as an educational site to demonstrate the effectiveness of bioretention cells</li> </ul>

## **Project Examples**

## **Tall Oaks Detention Basin Retrofit**

#### City of Wood Dale | Wood Dale, IL

RES teamed with the City of Wood Dale and HR Green to retrofit an existing flatbottom turf basin. This basin had a slow discharge and leachate rate which would cause the basin and surrounding area to flood periodically during large rain events. The project goals were to eliminate the slow discharge rate via the installation of meandering rock channels that connect the inflow points with the outflow point to expedite water movement as well as increase the leachate rate or water table recharge by installing native seed and plug matrixes which also act as biofiltration for this stormwater system. Old storm sewer infrastructure was removed, and new storm sewer infrastructure was installed as well to help with discharge rates. Existing storm sewer systems to remain were also cleaned and jetted to remove potential blockages. RES identified off-site drainage issues as well that would impact water retention within the basin. RES worked with HR Green to develop a solution to these off-site issues and coordinated with Metra, the land owner for these off-site issues, to address the problems and ensure the newly retrofitted basin would function properly as designed. The project was completed on schedule with no delays or issues. RES will be completing monitoring and maintenance on this basin for the next 3 years to ensure a diverse and healthy native ecosystem is established.

#### AT A GLANCE.

Client Contact
Robert Aunan
Construction Engineer, HR Green
raunan@hrgreen.com
(815) 385-1778, 1391
Corporate Drive, Suite 203, McHenry,
IL 60050

Contract Value \$486,848

Project Size

2.04 Acre Detention Basin

Naturalization (Turf to Wet Prairie)

Contract Period Base Bid: June 2023 – August 2023 Alternate Bid: April 2024 – May 2024

#### **Project Highlights**

- Educational Signs Installation
- 3 Year Monitoring and Maintenance





**During Construction** 

## Metropolitan St. Louis Sewer District Stormwater Management & Green Infrastructure Implementation

## Metropolitan St. Louis Sewer District (MSD) | St. Louis, MO

MSD is implementing a long-term stormwater management effort, as part of an agreement (consent decree) with the U.S. EPA and the Missouri Coalition for the Environment. Through the Project Clear Rainscaping Grants program, MSD has committed to spend \$120 million for green infrastructure (GI) investments, with an overall goal of reducing combined sewer overflows to the Mississippi River and River Des Peres. RES has implemented ten projects through the grants program, some in partnership with Greenprint Partners. These sites received grant funding to implement various GI solutions including bioretention, pervious pavements, rain barrels, and amended soils applications. RES funds the full delivery of projects at no expense to the landowner including land and legal services, community engagement, engineering and design, permitting and bonding, O&M plans, construction and construction management, closeout, and limited warranties and receives grant reimbursement once

MSD approves the installation and as-built plans. RES has developed best practices, processes, and tools to provide cost-effective outcomes for MSD and property enhancements to landowners.

#### Ameren Headquarters, 2022

Ameren, the local electric utility provider, installed four bioretention rain gardens to advance their corporate sustainability goals, which include promotion of pollinator habitat. The project manages 4.75 drainage acres of runoff with 70% impervious

surfaces from the public right-of-way, parking lots and landscape. The rain gardens capture 104,301 gallons of stormwater and provide more than 8,500 native plants for pollinator.

#### Central Baptist Church, 2021

Central Baptist Church, located in the heart of downtown St. Louis, is the oldest African-American church in the city. Seven bioretention rain gardens aspire to leverage stormwater management to improve environmental and social well-being. The project removes impervious area from public and private property, introduces nearly 4,000 diverse native pollinator plants; educates the neighborhood and elementary school with educational signage; provides access to nature to improve mental health and reduce aggression, stress, and anxiety; and removes two vehicle travel lanes to reduce vehicle speeds and improve safety for people walking by shortening crosswalks and installing three ADA ramps. The improvements enhance the corridor's aesthetic character while capturing 67,791 gallons of runoff from 2.31 drainage acres of runoff which includes buildings, parking lots, an alley, and public right-of-way.



#### AT A GLANCE.

Total Value of All Contracts \$8,195,416

Total Size of All Projects 51.3 drainage acres

Total Gallons Managed 2,864,348 per design storm event

Average Contract Duration
2 years including design, permitting
& construction

Native Plants Installed 64,500+

#### **Program Highlights**

- 10 projects completed
- 52 bioretention rain gardens;
   3,640 SF of permeable pavers; 2
   rain barrels

## North 30th Street Corridor Wet Weather Relief Project - East

Milwaukee Metropolitan Sewerage District | Milwaukee, WI

The MMSD 30th Street Corridor project was designed to provide flooding relief within the 30th Street industrial corridor of Milwaukee, WI. RES worked as a subcontractor to Super Excavators on all site restoration elements, including native planting and seeding, bioswale installation, and erosion control.

The project was completed on time for construction, despite a failure due to improper soil media from the supplier. During the project implementation, while construction remained active, it was documented that seed was failing to germinate or survive across both stormwater basins. This included all seeding zones within the basins from the cover crop to the native seed. RES decided to conduct soil sampling within both basins from randomly generated points to determine what might be causing this failure. Upon receiving the analysis of the soils, RES was able to determine that the soil conditions were far outside the project specifications for pH, C: N ratio, and organic matter content. Working with the owner's consultant, RES was able to come up with a remediation strategy to bring the soils back to health without having to remove any of the material on site saving significant time and money towards project completion. The project remains active with a new 5-year maintenance contract that began in the spring of 2019. Continued maintenance has resulted in a significant decrease in invasive species and a substantial increase in diversity across the two basins. To date, the project has provided new green space and recreational areas for a highly urbanized and low-income community of Milwaukee. The basins and bioswales are fully functional and help store and infiltrate stormwater from the surrounding industrial landscape. This has helped eliminate basement backups and street flooding, which were frequent problems within the community.

#### AT A GLANCE.

Client Contact
Christian Burnson
Civil Engineer
christian.burnson@stantec.com
608-843-0163

Contract Value \$400,000

Project Size 1,970 LF of streambank stabilization

Contract Period October 2022 – January 2023

Project Type Streambank stabilization/construction

#### **Project Highlights**

- Bank stabilization
- Imported topsoil to ensure success
- Native revegetation







## Winnetka Permittee Responsible Mitigation

Village of Winnetka | Cook County, Illinois



RES was approached by the Village of Winnetka to provide mitigation to impacts resulting from the 10.4-acre Hibbard Road stormwater retention project. RES was able to advance the Paul Douglas Forest Preserve as this solution, in partnership with the landowner, the Forest Preserve District of Cook County. This project has been supported throughout the process by our contacts at the U.S. Army Corps of Engineers – Chicago District.

The project shows the possibilities unlocked by compensatory mitigation. In one place, stormwater retention and relief have been improved, and in another, wetlands have been restored, enhanced and preserved, and are delivering on two important public goods.

The broader environment also benefits. Prior to restoration, birders and ecologists have confirmed Henslow's Sparrow, Bobolink, Wood Thrush, and Osprey on site. Others such as yellow-headed black bird, Blanding's turtle and Northern harrier may find a home here in the future. The site is situated within a busy trail network within biking distance of several other notable sites FPDCC such as Busse Woods, Crabtree Trail and Nature Center, and Deer Grove. The project also will substantially benefit adjacent East Branch Poplar Creek, which flows into Poplar Creek and the Fox River.

RES has placed signage that refers site visitors to contact FPDCC for more information, bringing awareness to this partnership and the broader cause of restoration at the landscape scale.

Additionally, a Declaration of Restrictive Covenants will protect the site into perpetuity.



#### AT A GLANCE.

Client Contact
James J. Bernahl, P.E., CFM, Director
of Engineering/Village Engineer
1390 Willow Road
Winnetka, IL 60093
(847) 716-3261
jbernahl@winnetka.org

Contract Value \$2.2M (purchase price)

Project Size 186.3 mitigation acres 43.4 wetland credits

Contract Period August 2022 (contract signed) May 2025 (final plug installation)

Project Type Wetland permittee-responsible mitigation

#### **Project Highlights**

- This mitigation will deliver a PRM solution to our client, the Village of Winnetka, and exceptional wetlands to a popular recreation destination owned by the Forest Preserve District of Cook County.
- Bikers, hikers and birders will appreciate the improved ecology and scenic value.
- Endangered and threatened species stand to benefit from ecological and hydrologic uplift

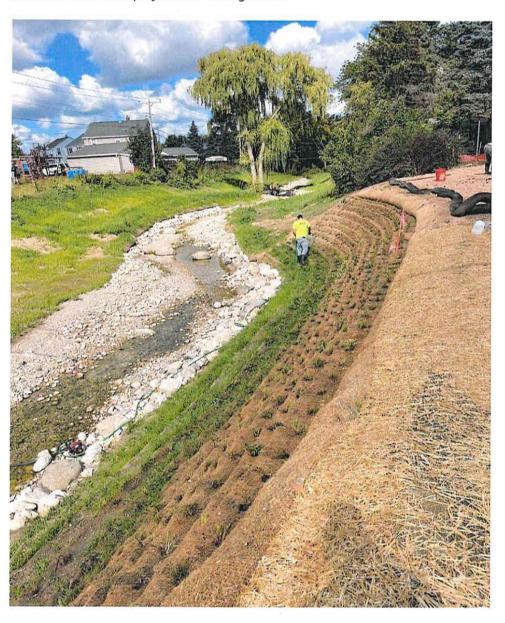
#### **Key Staff**

- William Stoll, Consulting lead
- John Larson, Ecology lead
- Caitlin Burke, Assisting Ecologist
- Joshua LaPointe, Construction lead
- Derek Brehm, Contracting lead
- Miles Updike, Design lead

## Lyons Park Creek Bank Stabilization Project

#### Milwaukee Metropolitan Sewerage District | Milwaukee, WI

Lyons Park Creek, in the Kinnikinnic River Watershed, is an approximately 1.5-mile-long creek originating at the northern portion of the bank stabilization project area, extending to where the creek meets with the Kinnikinnic River. Water volume and velocity through the channel have led to significant stream channel and bluff erosion within the project area. RES subcontracted with RAMS contracting to stabilize the channel through the installation of stacked Geocells, FES lifts, erosion control blanket, and native seed, plugs, live stakes, bare roots, shrubs and trees. The combination of erosion control measures and native cover will prevent erosion, mitigate negative water quality impacts, and create biodiversity along the 450 LF stretch of Lyons Park Creek stabilized over the course of the project. Construction was completed in the Fall of 2023, and RES will continue to perform ongoing maintenance on the project area through 2026.



#### AT A GLANCE.

Client Contact
Dan Talarczyk
260 W Seeboth Street
Milwaukee, WI 53204
dtalarczyk@mmsd.com | (414)2252104

Contract Value \$141,000.00

Project Size 450 LF of streambank stabilization within 0.75 acres of floodplain

Contract Period June 2023-October 2026

#### **Project Highlights**

- 680 LF of FES Lifts installed
- 250 LF of multi-level Geocells installed



## MMSD Watercourse Maintenance – Invasive Species Management

Milwaukee Metro Sewerage District | Milwaukee County, WI

RES collaborated with Ecological Services of Milwaukee for the Milwaukee Metropolitan Sewer District to perform invasive species management along Lincoln Creek and the Kinnikinic River in Milwaukee, and the Milwaukee County Grounds and Underwood Creek Phase I in Wauwatosa. Management practices included mowing and herbicide application, as well as seeding and erosion control in areas where we removed large quantities of invasive species.

We removed invasive populations present and replaced them with native species to assist in stormwater management and flood reduction throughout the project limits.



#### AT A GLANCE.

Client Contact
Rose Chiemlewski
Ecological Services of Milwaukee
esmrose@sbcglobal.net |
414.303.4571

Contract Value \$165,000

Project Size 150 Acres, 7 Miles of Lincoln Creek

Contract Period April – December 2019

#### Project Highlights

 Removed invasive populations and replaced with native to assist in stormwater management and flood reduction.





## Community-Based Green Infrastructure Program, New Testament Church Constructed Stormwater Wetland

Milwaukee Metropolitan Sewerage District (MMSD) | Milwaukee, WI

This project was delivered under RES' Construction Manager at Risk (CMAR) contract, a Master Services Agreement between RES and Corvias in support of Corvias' prime contract with MMSD to deliver 8.5 million gallons of CSO reductions for a fixed price. RES sources and designs projects and performs as CMAR on projects designed by others. State procurement law, as interpreted by MMSD, precludes designers from serving as CMAR on projects they design.

The New Testament Church Constructed Stormwater Wetland, included restoration of approximately three acres of wetland and prairie buffer. The work included clearing and grubbing, excavation, respreading of topsoil, installation of two water control structures, tapping into and discharging a storm sewer into the wetland, seeding, planting, and placement of erosion control blankets. The project design included excavation of a two-celled pond. A stormwater sewer was cut and discharged into the upper pond which was perched above the lower pond with an embankment with a controlled outlet. The pond was designed to treat stromwater runoff prior to discharging into the waterway. This project was self-mitigating and included minor, permitted wetland impacts. The project required a stormwater quality management plan, sediment and erosion plans, and operation and maintenance plans. The program requirements for these types of projects includes an 11-year easement on the property and overall project scope included land acquisition services.

The project is on Church property and the Church is located in an urban residential neighborhood. Throughout the project, RES engaged in complex coordination with the above-mentioned stakeholders and adjacent community members to minimize impacts to the community including the landowner's parishioners and minimization of disruptions to their business/ church activities and schedule. For instance, the site had restricted access and rather than accessing the project through the Church parking lot, construction access was moved to a residential street and efforts were made to minimize inconvenience to residents.

#### AT A GLANCE.

Client Contact Rose Chiemlewski Ecological Services of Milwaukee esmrose@sbcglobal.net | 414.303.4571

Client Contact
Pete Littleton, Director, Production
Management and Programs |
peter.littleton@corvias.com

Contract Value \$771,733.81

Project Size 3 acres

Contract Period April 2021 – September 2021

#### **Project Highlights**

- Located in an urban, residential neighborhood.
- Included extensive coordination with community member and other stakeholders to minimize disturbance
- Restored approximately 3 acres of wetland and prairie buffer

## Northwestern Mutual South Campus (NWM) Constructed Stormwater Wetlands

Milwaukee Metropolitan Sewerage District (MMSD) | Milwaukee County, WI

Franklin, Wisconsin, is a rapidly developing suburb located south of Milwaukee. The combined effect of this rapid landcover change is to dramatically increase the amount of runoff and that enters nearby rivers and streams. This increase in runoff results in washing of pollutants into streams, bank erosion, and often costly damage to infrastructure such as roadways, utilities, and buildings. To counter these impacts, the Milwaukee Metropolitan Sewerage District (MMSD) and Corvias Infrastructure Solutions, LLC (Corvias) entered a public/private partnership to create 8.45 million gallons of stormwater detention and treatment between 2020 and 2023 using green infrastructure (GI) to meet MMSD's 2050 goal of zero combined sewerage overflows, reduce localized flooding, and improve water quality.

As part of the FCPP program, RES was contracted to design 3.67 acres of constructed stormwater wetlands (CSW) that are proposed on 3 parcels of undeveloped land owned by The Northwestern Mutual Life Insurance Company (NWM) directly west of NWM's South Campus in Franklin, Wisconsin. These 3 parcels of land contain a high-quality remnant red oak and maple woodland, a stream corridor and floodway for the Root River East Branch, and a large wetland. These natural amenities are currently enjoyed by neighbors and members of the Franklin community and this land is also a valuable ecological corridor. The proposed CSWs have been designed to avoid all

#### AT A GLANCE.

Client Contact Rose Chiemlewski Ecological Services of Milwaukee esmrose@sbcglobal.net | 414.303.4571

Project Size 3.67 acres

Contract Period 2021 - 2022

#### **Project Highlights**

Designed to capture, treat, and store provide approximately 1.74 million gallons of stormwater storage

impacts to existing natural resources. Additionally, the CSWs will consist of high-quality wetlands, which will provide superior wildlife habitat than the existing wetlands on site, which are unfortunately overrun with invasive buckthorn. The CSWs will also provide a development buffer, helping to ensure that the woodlands will remain.

Combined, the two CSWs are designed to capture, treat, and store provide approximately 1.74 million gallons of stormwater storage (the volume contained between the permanent pool and the 100-year water surface) prior to its discharge into the Root River East Branch.



Proposed CSWs Location & Drainage

## THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

### **ORDINANCE**

NUMBER 2425-G-

AN ORDINANCE APPROVING A CONSULTING AND SERVICES AGREEMENT BY AND BETWEEN THE JORDAN GROUP AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

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

#### ORDINANCE NUMBER 2425-G-

#### AN ORDINANCE APPROVING A CONSULTING AND SERVICES AGREEMENT BY AND BETWEEN THE JORDAN GROUP AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

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 and legislative finding is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.
- Section 2. The Consulting and Services Agreement by and between the Village of Franklin Park, Cook County, Illinois and the Jordan Group (the "Agreement"), a copy of which is attached hereto and made a part hereof as <a href="Exhibit A">Exhibit A</a>, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.
- Section 3. The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.
- **Section 4**. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

- Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.
- **Section 6.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook

County, Illinois this \_\_\_\_\_ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL				2.5	
SPECIAL					
YBARRA			30		
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President	of the Village of Franklin Park, Cook County, Illinois on
this day of May 2024.	
	BARRETT F. PEDERSEN
	VILLAGE PRESIDENT
ATTEST:	
APRIL ARELLANO VILLAGE CLERK	

## Exhibit A

Agreement

#### CONSULTING AND SERVICES AGREEMENT

THIS CONSULTING AND SERVICES AGREEMENT (the "Agreement") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "Village") and The Jordan Group, 1832 North 72<sup>nd</sup> Court, Elmwood Park, Illinois (the "Consultant").

#### WITNESSETH

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

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

- 1. <u>SCOPE OF SERVICES</u>. The Consultant shall provide the Village with consulting and communications services as specified on <u>Exhibit A</u>, a copy of which is attached hereto and made a part hereof (the "Services").
- VILLAGE CONTACT. Consultant shall report directly to the Village President and shall further undertake, provide and perform said Services, as requested by the Board of Trustees.
- 3. <u>COMPENSATION</u>. The Village shall pay to the Consultant a flat fee of Six Thousand and No/100 Dollars (\$6,000.00) per month for Services. Consultant shall invoice the Village on a monthly basis. The Village shall reimburse the Consultant for reasonable expenses specifically authorized in advance by Village upon presentation of receipts for all such expenses incurred by the Consultant on behalf of the Village.
- 4. CONFIDENTIAL INFORMATION. The Consultant acknowledges that pursuant to the performance of Consultant's obligations under this Agreement, Consultant may acquire Confidential Information. The Consultant covenants and agrees, during the Term and following any termination of this Agreement, to hold and maintain all Confidential Information in trust and confidence for the Village and not to use Confidential Information other than for the benefit of the Village. Except as authorized in writing by the Village, the Consultant covenants and agrees not to disclose any Confidential Information, by publication or otherwise, to any person other than those whose services are required for the purposes of carrying out this Agreement, provided that Consultant first secures such persons' agreement to be bound by, and comply with the provisions of this section. For purposes of this Agreement, the term "Confidential Information" means all information disclosed to, or acquired by, the Consultant, Consultant's employees or agents in connection with, and during the term of this Agreement which relates to the Village including, without limiting the generality of the foregoing, all items, materials and documents obtained from, prepared for, or submitted to, the Village in connection with this

Agreement and all information specifically designated by the Village as confidential but shall not include any information which was known to the Consultant, Consultant's employees or agents prior to the date hereof, or which was publicly disclosed otherwise than by breach of this Agreement.

#### RIGHTS IN AND TO DATA AND DOCUMENTS.

- a) All of the items and documents in whatever form or shape prepared or taken for, created or produced on behalf of, acquired from or submitted to the Village under this Agreement (the "Items") shall belong exclusively to the Village. The Consultant hereby assigns to the Village the ownership of copyright in the Items and the Village shall have the right to obtain and hold, in its own name, copyrights, registrations and similar protection which may be available in the Items.
- b) To the extent that any pre-existing materials are contained in the Items, the Consultant grants to the Village an irrevocable, non-exclusive, worldwide, royalty-free license to i) use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon the Items; and ii) authorize others to do any, some or all of the foregoing.
- No license or right is granted to the Consultant either expressly or by implication, estoppel or otherwise, to publish, reproduce, prepare derivative works based upon, distribute copies of, or publicly display, any of the Items, except pre-existing materials of the Consultant, during the Term of this Agreement without the express written consent of the Village.
- 6. WARRANTIES. The Consultant represents and warrants as follows: Consultant is under no obligation or restriction, nor will Consultant assume any such obligation or restriction, which would in any way interfere or be inconsistent with, or present a conflict of interest concerning the Services to be furnished under this Agreement.
  - a) That all items delivered to the Village pursuant to this Agreement are original and that no portion of such items, or their use or distribution, violates or is protected by any copyright, trademark or similar right of any third party.
  - b) That any information disclosed by the Consultant to the Village is not confidential and/or proprietary to the Consultant and/or any third party.
- TAX WITHHOLDING. The Village shall not provide for any tax withholding required to be withheld by federal, state or local law with respect to any payment received for Services.
- 8. <u>RIGHTS OF TERMINATION</u>. The Village and Consultant covenant and agree that each party shall have the absolute right, with or without cause, at any time to terminate this Agreement after ten (10) days written notice to the other party, unless such party is deemed in default, and that no liability or judgment shall be claimed or had against the other party

for such action. In the event of termination, the Village shall pay Consultant such fees as shall be due and payable for Services rendered by Consultant prior to termination. Upon any form of termination of this Agreement, or at any other time requested by the Village, the Consultant shall deliver to the Village all Items, written or descriptive matters which have been developed, maintained or copied by the Consultant in furtherance of this Agreement, and all written or descriptive matter that may contain Confidential Information, as herein described, including, but not limited to files, lists, plans, passwords or codes, papers, documents, electronic files or any other such media regardless of form.

- 9. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the parties expressly agree to submit to such jurisdiction. The parties further agree to waive their respective rights to a trial by jury and attorney fees and court cost.
- 10. <u>INDEMNIFICATION</u>. The parties agree that Consultant shall indemnify, defend and hold harmless the Village, including attorney fees and cost, from any cause of action stemming from any intentional misrepresentation, wrongdoing, negligent act, willful misconduct or failure to perform the Services, as herein contemplated, or any other such action taken or contemplated outside of the scope of performance of this Agreement.

#### GENERAL.

- a) <u>NO OTHER AGREEMENTS OR REPRESENTATIONS</u>. This Agreement incorporates all agreements and understandings of the parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.
- b) <u>AMENDMENTS AND MODIFICATIONS</u>. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- c) <u>SUCCESSORS AND ASSIGNEES</u>. This Agreement may not be assigned or transferred under any circumstances.
- d) <u>SEVERABILITY</u>. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.
- e) <u>JOINT AND COLLECTIVE WORK PRODUCT</u>. The language used in this Agreement will be deemed to be chosen by the parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

- f) <u>LANGUAGE AND PARAGRAPH HEADINGS</u>. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.
- g) <u>DEFAULT</u>. Failure on the part of either party to comply with any term, representation, warranty, covenant, agreement or condition of this Agreement within five (5) days after written notice thereof, shall constitute an event of default and the non-defaulting party shall be relieved of any and all of its remaining obligations arising pursuant to this Agreement; and such obligations shall immediately be canceled and without any force or effect. Any failure or delay by the Village in asserting any of its rights or remedies as to any default shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.
- REMEDY. Consultant hereby covenants and agrees that no recourse or remedy h) under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of Consultant for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, Consultant hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if Consultant secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by Consultant, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.
- REPRESENTATIONS. Consultant covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting Consultant which would impair its ability to perform the Services. Consultant represents and warrants that it is a duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.
- j) <u>COUNTERPARTS</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

- k) NO JOINT VENTURE, AGENCY OR PARTNERSHIP. The Consultant shall perform Services as an independent contractor. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto. Consultant further agrees that Consultant will not hold itself out as an affiliate, agent, Village, employee, official, officer, in joint venture with the Village, by reason of the Agreement.
- NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.
- m) NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid, return receipt requested, on the same date; or 2) one day after placement with an overnight mail delivery service; or 3) if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to the Consultant: T

The Jordan Group 1832 North 72<sup>nd</sup> Court

Elmwood Park, Illinois 60707

If to the Village:

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

n) <u>SURVIVORSHIP</u>. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest,

- assignees, heirs, executors or lessors, at all times for a period of three (3) years from the date of termination or expiration of this Agreement.
- 12. <u>TERM.</u> The term of this Agreement shall commence on June 1, 2024 (the "Effective Date") and continues in full force and effect for a period of one (1) year from the Effective Date subject to the provisions of termination described in Section 8. This Agreement will automatically renew for two (2) additional successive one (1) year terms unless and until either party provides written notice of termination in accordance with Section 8.

(Intentionally Left Blank)

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

EXECUTED this	day of	2024.			
		Village of Franklin Park, Cook County Illinois, a municipal corporation.			
	Ву:	Village President			
Attest:					
Village Clerk					
EXECUTED this	day of	2024.			
		The Jordan Group			
	Ву:				

#### Exhibit A

#### Services

Village Newsletter: Write, edit, research, and obtain approvals for the 4-page monthly newsletter including Mayor's Column, articles, and photos. Manage design and printing process and delivery. Provide monthly message for water bills.

Facebook Pages: Write 20+ posts per month for English, Spanish and Polish Facebook Pages and write and research responses for posts. Review all pages regularly to gain insight on resident preferences regarding our programs and services.

Village Website: Write and schedule message content on the Village Homepage including events, program or service updates and news and information from local governmental agencies. Coordinate with department heads to help update departmental pages on the website. Review website to provide regular upgrades of content.

E-News: Write and schedule distribution for monthly E-News. Draft additional email blasts to residents regarding weather alerts and special events. Coordinate with Village to update list on a regular basis.

Monthly Videos: Coordinate with department heads to develop concepts for monthly videos. Develop key message points, write, edit, and obtain approval of scripts. Coordinate with Dobson Entertainment to choose locations and graphics, develop on screen messages and schedule the video filming. Review and suggest edits for videos. Coordinate video posting on website and include in e-blasts.

Media Relations: Write Village press releases and distribute to area media, website, social media and local partners and government agencies. Edit and distribute Police Department media releases. Invite media to attend Village events and photo opportunities. Conduct follow-up with media to distribute photos and disseminate information for publication.

Crisis Communications: Develop key message points for the Mayor's Office and appropriate staff to communicate effectively to the media and residents during an emergency including a severe weather occurrence, a health crisis or public safety incident. Establish protocols for communications within the Village and to the press and community. Develop spokesperson message points, provide coaching and follow-up with the media. Create and execute a regular schedule of communication of pertinent information to residents, businesses, and the media.

Senior Marketing: Write and manage design, printing, and delivery of two or more special newsletters targeted for seniors. Market and assist with planning and implementation of senior events including the annual Senior Health and Resource Fair and annual Senior Appreciation Luncheon as well as special informational seminars and programs as needed throughout the year.

Special Event Marketing: Manage marketing and community outreach for Village-wide special events including Franklin Park Fest, Holiday Tree Lighting, Annual Shred and Recycling event, sustainability events including the Tree City USA / Arbor Day events, Pollinator event, annual Community-wide Garage Sale, other events as needed:

- Write and manage flyer and brochure production and distribution.
- Write and manage design of event ads. Negotiate pricing with newspapers and schedule placement.
- Draft speaker remarks
- Assist in the management of event coordination as needed.
- Participate in event planning meetings and staff meetings.
- Promote events on Facebook, Village website, area media, community calendars, etc.

New Business Promotion: Promote new business openings in the Village and the expansion of local businesses to the community including in the newsletter, on social media and in promotional videos as needed. Draft and distribute media releases as needed in coordination with the Department of Community Development for large scale developments or Village improvements.

Staff Meetings: Participate in weekly staff meetings via conference call and in follow-up meetings with department heads to develop marketing plans to roll out new programs such as infrastructure improvement plans, electrical aggregation programs, online bill pay and permitting, etc.

## THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

### **ORDINANCE**

NUMBER 2425-Z-\_\_\_

AN ORDINANCE APPROVING A SUBDIVISION OF THE PROPERTY COMMONLY KNOWN AS 9501 FRANKLIN AVENUE, FRANKLIN PARK, COOK COUNTY, ILLINOIS (ZBA: 24-05)

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 05/20/24 Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

#### ORDINANCE NUMBER 2425-Z-\_\_\_

## AN ORDINANCE APPROVING A SUBDIVISION OF THE PROPERTY COMMONLY KNOWN AS 9501 FRANKLIN AVENUE, FRANKLIN PARK, COOK COUNTY, ILLINOIS (ZBA: 24-05)

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

WHEREAS, the President and the Board of Trustees of the Village of Franklin Park (the "Corporate Authorities") have heretofore exercised the power conferred on them pursuant to Division 12 and 15 of Article 11 of the Illinois Municipal Code by adopting Title 10 of the Village Code of Franklin Park, as amended from time to time ("Subdivision Regulations"); and

WHEREAS, a subdivision application, ZBA 24-05, has been submitted by Yurii Dolia (the "Applicant") on behalf of DY Developer, LLC (the "Owner"), owner of the property commonly known as 9501 Franklin Avenue, Franklin Park, Illinois (the "Property") and legally described as set forth in the Plat of Subdivision attached hereto as Exhibit A (the "Plat of Subdivision"), requesting approval of the subdivision of the Property as shown in the Plat of Subdivision; and

WHEREAS, the Zoning Board of Appeals held a public hearing on May 1, 2024, on whether the Plat of Subdivision 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 by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public

hearing date in the Franklin Park Herald Journal, a newspaper of general circulation published in this Village; and

WHEREAS, the Zoning Board of Appeals has filed its findings of fact and recommendations that the Plat of Subdivision 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 grant the Plat of Subdivision subject to the conditions identified herein.

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

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

Section 2. The President and the Board of Trustees hereby adopt by reference the findings of fact of the Zoning Board of Appeals as findings of the President and the Board of Trustees as if completely set forth herein. All documents and exhibits submitted at the aforesaid public hearings are also incorporated by reference into this Ordinance.

Section 3. The Corporate Authorities find and determine that the adoption of the Plat of Subdivision is in the public interest and is in furtherance of the progressive demands of orderly Village development.

**Section 4**. The Plat of Subdivision for "*Dolia's Subdivision*," a copy of which is attached hereto and made a part hereof as <u>Exhibit A</u>, is hereby authorized and approved, subject to the following conditions:

- A) The Applicant shall submit a final plat to be reviewed and approved by Village staff and the Village Engineer.
- Section 5. The Applicant shall provide the final Plat of Subdivision to the Village for execution and its subsequent recording.
- Section 6. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to take any such actions required on the part of the Village to execute and ensure the recording of the final Plat of Subdivision with the County of Cook.
- **Section 7**. 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 8. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.
- Section 9. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner 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 May 2024, pursuant to a roll call vote, as follows:

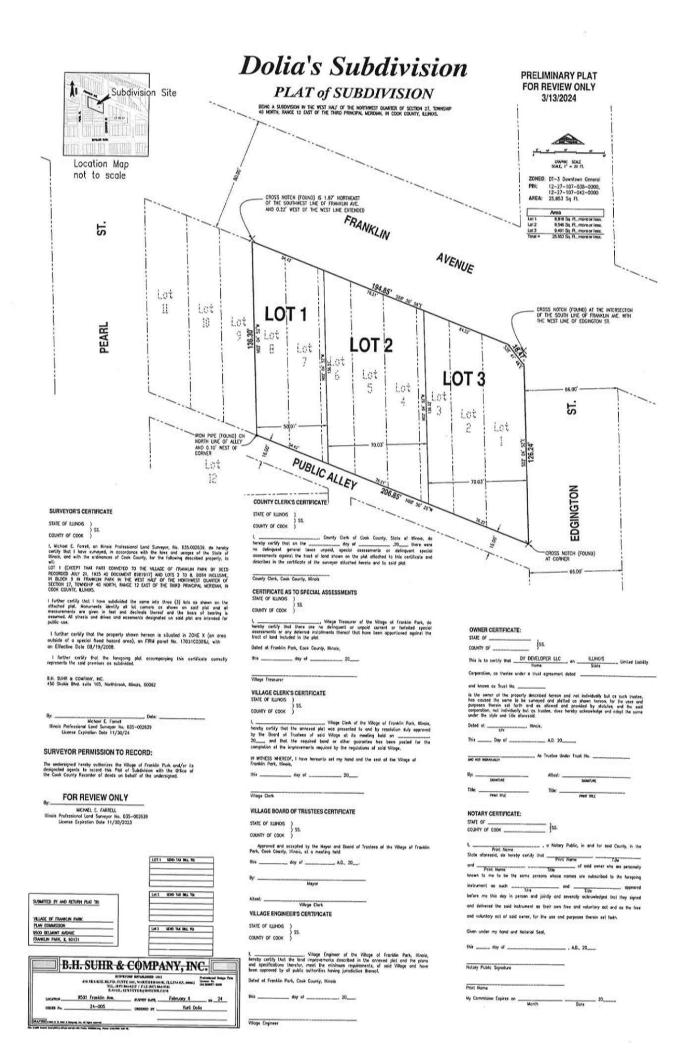
	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM			160		
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

2	APPROVED by the President of	of the Village of Franklin Park, Cook County, Illinois on
this	day of May 2024.	
		BARRETT F. PEDERSEN VILLAGE PRESIDENT
ATTES	T:	Ŷ
	J. ARELLANO GE CLERK	

## EXHIBIT A

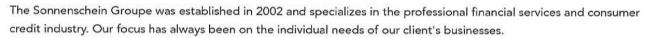
Plat of Subdivision

(See attached)





### Over 20 Years of Excellence and a History of Innovation





In 2004 we acquired Tele-Collection Systems which was founded in 1983 by one of the originators of computerized auto-dialing equipment. Tele-Collection Systems began as a showcase and demonstration organization for introducing collection technology to major corporations such as GMAC, Ford Motor Credit, & Encyclopedia Britannica. The collection industry became exposed to and familiar with advanced technology as a result of Tele-Collection Systems involvement and approach.

#### Client Satisfaction

Our dedication to client satisfaction is the cornerstone of our services. TSG provides clients with the highest standards of quality and service and focuses on the client's bottom line expectations. We work closely with each client and offer our expertise to improving their receivables strategy.

## **Trusted Experience**

We believe our people generate the greatest impact in our collection success. TSG collectors average over 10 years experience and their experience is reflected in managerial expertise, their ability to influence payment, and their understanding of the rules and regulations governing our business.

### Leading Technology

Our on-going investment in scalable financial services technology ensures our ability to serve our clients by tailoring our services to meet their needs. TSG complies with all regulatory guidelines and generates more cash flow for your organization.

// COMPREGENSIVE ANALYSIS

// ASSERTIVE APPROACH // TECHNOLOGY DRIVEN

// ADAPTABILITY // FOCUSED STRATEGIES

### Payment Card Interchange Fee and Merchant Antitrust Litigation Settlement



Receive your proportionate share of a \$5.6 billion settlement fee for the excessive fees you paid as a merchant to accept Visa and Mastercard cards by signing up with us to file a claim on your behalf.

### **Frequently Asked Questions**

### What is this lawsuit about?

This lawsuit is principally about the interchange fees attributable to merchants that accepted Visa or Mastercard credit or debit cards between January 1, 2004 and January 25, 2019, and Visa's and Mastercard's rules for merchants that have accepted those cards.

The Rule 23(b)(3) Class Plaintiffs claim that:

- Visa, and its respective member banks, including the Bank Defendants, violated the law because they set interchange fees.
- Mastercard and its respective member banks, including the Bank Defendants, violated the law because they set interchange fees.
- o Visa and its respective member banks, including the Bank Defendants, violated the law because they imposed and enforced rules that limited merchants from steering their customers to other payment methods. Those rules include so-called no-surcharge rules, no-discounting rules, honor-all-cards rules, and certain other rules. Doing so insulated them from competitive pressure to lower the interchange fees.
- Mastercard and its respective member banks, including the Bank Defendants, violated the law because they imposed and enforced rules that limited merchants from steering their customers to other payment methods. Those rules include so-called no-surcharge rules, no-discounting rules, honor-all-cards rules, and certain other rules. Doing so insulated them from competitive pressure to lower the interchange fees.
- Visa and Mastercard conspired together about some of the business practices challenged.
- Visa and its respective member banks continued in those activities despite the fact that Visa changed its corporate structure and became a publicly owned corporation after this case was filed.
- Mastercard and its respective member banks continued in those activities despite the fact that Mastercard changed its corporate structure and became a publicly owned corporation after this case was filed.
- The Defendants' conduct caused the merchants to pay excessive interchange fees for accepting Visa and Mastercard cards.
- o But for Defendants' conduct there would have been no interchange fee or those fees would have been lower.

The Defendants say they have done nothing wrong. They claim their business practices are legal, justified, the result of independent competition and have benefitted merchants and consumers.

### What is an interchange fee?

When a cardholder makes a purchase with a credit or debit card, there is an *interchange fee* attributable to those transactions, which is usually around 1% to 2% of the purchase price. Interchange fees typically account for the greatest part of the fees paid by merchants for accepting Visa and Mastercard cards.

Visa and Mastercard set interchange fee rates for different kinds of transactions and publish them on their websites, usually twice a year.

### Payment Card Interchange Fee and Merchant Antitrust Litigation Settlement



### Why is this a class action?

In a class action, people or businesses sue not only for themselves, but also on behalf of other people or businesses with similar legal claims and interests. Together all of these people or businesses with similar claims and interests form a class, and are class members.

When a court decides a case or approves a settlement, it is applicable to all members of the class (except class members who exclude themselves). In this case, the Court has granted Final Approval to the settlement and the class defined below. An appeal to the final-approval order was filed on Friday, January 3, 2020. The Settlement received final approval by the district court. The Second Circuit Court of Appeals heard oral arguments and affirmed all aspects of the District Court's final approval order save one. The time for all appeals has passed, and the parties are currently preparing for administration of claims process.

### Why is there a settlement?

The Court has not decided which side was right or wrong or if any laws were violated. Instead, both sides agreed to settle the case and avoid the cost and risk of trial and appeals that would follow a trial.

In this case, the settlement is the product of extensive negotiations, including mediation before two experienced mediators, chosen by the parties. Settling this case allows class members to receive payments. The Rule 23(b)(3) Class Plaintiffs and their lawyers believe the settlement is best for all class members.

The parties agreed to settle this case only after thirteen years of extensive litigation. During discovery, Rule 23(b)(3) Class Plaintiffs reviewed and analyzed more than 60 million pages of documents and participated in more than 550 depositions, including fact and expert depositions. Also, earlier in this litigation, motions to dismiss, motions for summary judgment, motions to exclude expert testimony, and the motion for class certification had been fully briefed and argued, but not decided by the Court.

### How much money will be provided in this settlement?

Under the settlement, Visa, Mastercard and the Bank Defendants have agreed to provide \$5.54 billion to merchants that did not exclude themselves from the Settlement Class.

Every merchant in the Rule 23(b)(3) Settlement Class that did not exclude itself from the class by the deadline, and files a valid claim ("Authorized Claimant") will be paid from the settlement fund. The money in this settlement fund will also be used to pay:

- The cost of Settlement administration and notice, and applicable taxes on the settlement fund and any other related tax expenses, as approved by the Court;
- Money awards for Rule 23(b)(3) Class Plaintiffs for their service on behalf of the class, as approved by the Court; and
- Attorneys' fees and expenses, as approved by the Court.



# PAYMENT CARD INTERCHANGE FEE AND MERCHANT ANTITRUST LITIGATION SETTLEMENT<sup>1</sup>

Name		
Email	Addr	ess:
Phone	Numl	ber:
	1.	What is the merchant's full legal name and address?
	2.	What is the merchant's Tax Identification Number ("TIN")?
	3.	What is the merchant's approximate average yearly volume for combined Visa/MasterCard sales?
	4.	Did you receive a notice about the Visa/MasterCard settlement? If yes, please provide a copy.

### THE SONNENSCHEIN GROUPE, LLC



DATE	
<i>VIA EMAIL:</i> Name Address	
Address	
Re:	In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, MDL 1720
Dear	<u> </u>
to process any pursuant to an	Agreement will memorialize the engagement of The Sonnenschein Groupe, LLC (the "Company") claim ("Client") may have as a member of the Rule 23(b)(3) Settlement Class y settlement or court award in the above-referenced action, which is currently pending in the United Court for the Eastern District of New York.

Client represents that it has received Notice of this settlement or that Client is a member of the Rule 23(b)(3) Settlement Class consisting of: All persons, businesses, and other entities that have accepted any Visa-Branded Cards and/or Mastercard-Branded Cards in the United States at any time from January 1, 2004 to January 25, 2019.

Client further represents that it is not a "Dismissed Plaintiff," a merchant that previously settled and dismissed their own lawsuit, as listed on Appendix B to the Class Settlement Agreement, which is available here. Client consents to the Company's verification of its claim. In the event that Client does not have a claim, the retention of the Company is null and void. Client agrees to keep the terms of this engagement confidential.

### Scope of Engagement

The Company expects to render the following services for the Client: (1) conferences with Client and other relevant representatives designated; (2) preparation and submission of all claim forms and any documentation required to substantiate Client's claim; and (3) communicating, as necessary, with the Claims Administrator as to Client's claim and any calculation of Client's claim. Client agrees to promptly provide the Company with all documentation needed to substantiate Client's claim pursuant to the court-approved claim form.

The Company will not provide any legal advice and/or opinions. Although the Company may employ individuals that are licensed attorneys, Client understands that this is an agreement for *non-legal services only* related to the preparation and submission of Client's claim. The Company does not provide legal services, no attorney-client relationship is being formed, and the attorney-client privilege does not apply.

The Client shall utilize the Company as its Exclusive Claims Processor for this Antitrust Litigation (MDL 1720) and understands that the Company has the right to use a third-party to administer claim processing. Said third-party may include, but is not limited to, the SRC1 Group, for claim filing and processing.

The Company shall consult with and obtain Client's approval regarding any major decisions arising in connection with the above-referenced work or with respect to any of the services rendered by the Company pursuant to this Agreement.

### Fees for Services Rendered

In consideration of the services rendered, and to be rendered, pursuant to this Agreement, Client has agreed to pay as fees to the Company twenty-five percent (25%) of any recovery Client obtains from the Settlement Fund. Said recovered funds received as the result of Client's claim will be deposited into a joint escrow trust account operated by the Company and third-party, SRC1 Group, for distribution. All reasonable costs and out-of-pocket expenses necessary to prepare and submit Client's claim, and to provide other services to be rendered pursuant to this Agreement as outlined above, will be advanced by the Company or Its Third-Party Affiliate, 100% of which will be reimbursed to the Company or said Affiliate solely out of any recovery after application of the twenty-five percent contingency fee.

The Company's engagement will conclude when the Claims Administrator makes payment. The Company assumes no responsibility for any associated allocation, distribution, tax or any post-payment issue(s).

### **Dispute Resolution**

Although we do not expect any disputes to arise between the Client and the Company, if a dispute does in fact arise, all parties agree that the exclusive venue for any action arising under or in any way related to this Agreement shall be DuPage County, Illinois. The parties expressly waive any objection or defense that such venue is an inconvenient or otherwise improper forum for any dispute arising under or in any way related to this Agreement. The parties also waive any and all objections to personal jurisdiction as they may relate to the enforcement of the terms of this Agreement in DuPage County, Illinois.

### Law Governing this Agreement

This Agreement shall be interpreted and enforced pursuant to the laws of the State of Illinois, both substantive and procedural, regardless of choice of law principles.

### **Entire Understanding Between Parties**

This Agreement represents the entire Agreement between the parties with respect to the engagement of the Company for the Client in this matter. The parties acknowledge that they have not relied upon any representations made by another party or other person as an inducement to enter into this Agreement. Client acknowledges that the Company has made no guarantee as to the outcome of this matter or the amount recoverable in connection with Client's claim. Further, the parties acknowledge that no representations have been made, other than those expressly set forth in this Agreement. No amendment, waiver or modification of any other terms and conditions set forth in this Agreement shall be effective unless in writing, signed by both parties.

If this Agreement accurately reflects the terms of our representation of Client in this matter, please sign and date in the space provided below and e-mail an executed copy of the Agreement to the Company. It is not necessary for class members to sign up for a third-party service to participate in any monetary relief, as no-cost assistance is available from the Class Administrator and Class Counsel during the claims-filing period. For more information, visit Payment Card Settlement | Official Court-Authorized Website - Home. This Agreement may be signed in one or more counterparts, all of which shall be deemed original.

We look forward to working with you in this matter and thank you again for your confidence and trust.

AGREED AND ACCEPTED:	Sincerely, The Sonnenschein Groupe, LLC
Ву:	
CLIENT	DATE
	2



February 9, 2024

Village of Franklin Park Public Works Department 9320 W Belmont Ave Franklin Park, IL 60131

Attention:

Joe Thomas Utilities Commissioner

Subject:

Engineering Services for Public Works Facilities

Electrical Safety Survey and Systems Study

Reference:

(a) Exhibit B: List of 18 Public Works Facilities and knowledge gained during a

preliminary walk-down of these sites February 6, 2024.

Mr., Thomas,

Smith LaSalle, Inc. is pleased to submit the following proposal and scope to provide electrical expertise and engineering services to survey, model, and provide electrical safety labels for 18 Public Works electrical infrastructure locations.

Background: The purpose of this engagement is to provide the Village's Public Works personnel and contractors responsible for the operation and maintenance of electrical infrastructure equipment, related to the subject locations, with information and knowledge about their work environment. This will aid in ensuring they can work safely in and around electrical infrastructure. Information will be in the form of "arc flash" labels installed on electrical equipment. Knowledge will be the ability to understand what Personal Protective Equipment (PPE) and/or Lock Out/Tag Out activity is necessary to safely work on the electrical equipment.

Electrical equipment labels are one of key products of the proposed electrical systems studies. The studies start with Smith LaSalle personnel conducting field surveys to collect electrical system and component data. Then, field information, available system drawings, and component details are transcribed into an electronic model of the electrical infrastructure. This model will provide information about the potential intensity of electrical hazards that can be present when personnel are working in and around the energized electrical equipment. Training will empower qualified and responsible personnel with an understanding of how to address the potentially hazardous conditions that may exist.

To achieve this, the following are work scope items Smith LaSalle will provide:

### Engineering Services.

Engineering Services include:

Preliminary drawing and information discovery will involve remote collaboration and on-site work to review archive drawings, service records, utility bills, equipment manuals and other documentation available. Meetings with personnel responsible for electrical systems operation and maintenance is preferred prior to the field survey.



### Engineering Services (Continued).

- Field Survey- visit each of the 18 locations and document the equipment condition, note how the equipment is installed, check fuse/ circuit breaker size or circuit breaker settings, and record available information about the load. A summary report of the discovery activity will be issued to address overall impressions, identify potential high-risk situations with recommended interim methods for mitigation, identify what further information may be needed to complete the effort.
- NFPA 70E, IEEE 1584 based modeling of the electrical systems is intended to be completed using SKM's Power Tools for Windows. If adequate component information is not available, an alternative method referred to as the "table method" may be used.
- The study process will evaluate fuse or breaker sizing/ settings and calculate the potential intensity of an arc flash under three scenarios. Worst-case scenarios will be the basis of the labeling.
- The result of the study provides information for "arc flash" labels. The labels will be applied by Smith LaSalle personnel to equipment during subsequent facility visits.
- Two sessions for up to 8 attendees each can be completed at a VoFP location of your choice. This program will convey the significance of the labels, how to interpret them, how to ensure proper PPE is worn for live work, and lock-out when working live is not appropriate.
- The report provided will include all the data collected, recommendations offered, as well as Single Line drawings for each location.
- Study efforts will require between five and seven weeks. Training is recommended before the labels are installed and can be completed one week after the study is finished. Labels can be installed within one week thereafter.

### Proposed Costs for Services:

### Items Required to Initiate Smith LaSalle Services:

Following is a list of items required by Smith LaSalle, Inc. to begin work on the project:

- Access to drawings and documentation related to the Public Works facilities electrical systems and loads.
- Most recent electrical utility bill(s) and the utility account representative contact information (if applicable). Note: Some utilities will only release information to customer representatives. Customer assistance may be necessary to gather the data.

Facility information related to brownouts, nuisance breaker tripping, fuse replacement, etc.

A Village representative available during the field survey activity who can provide access to the components and facilities.

The statement of work may be changed by submitting changes to us in writing. If the VoFP requires additional services from Smith LaSalle, not included in this proposal, we will provide additional labor and design rates and a fee schedule at your request.

We look forward to working with the Village on this project. If you have any questions, please call me at 219.381.8390.

Regards,

Rob Hebel, P.E., PMP®

Manager- Electrical Engineering and sUAS.

## PROFESSIONAL SERVICES AGREEMENT SMITH LASALLE, INC.

### EXHIBIT A

THIS AGREEMENT dated March 17, 2023 between Village of Franklin Park ("CLIENT") and SMITH LASALLE, INC. ("SMITH LASALLE" OR "ENGINEER"), is to perform professional consulting engineering services as outlined in the Proposal (Exhibit A) submitted by SMITH LASALLE.

### SCOPE OF SERVICES

Scope of Services to be provided by SMITH LASALLE are as outlined in the proposal (Exhibit A) submitted by SMITH LASALLE and this Professional Services Agreement (Pages 1 & 2).

### COMPENSATION

The CLIENT agrees to compensate SMITH LASALLE for services as outlined in (Exhibit A and the PSA). In addition, if the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount (See Article 15).

The CLIENT and SMITH LASALLE have agreed to the terms and conditions of this Agreement (Page 1 and 2).

SMITH LASALLE, INC.	CLIENT
Signature	Signature
Robert Hebel	
Printed Name	Printed Name
Manager-Electrical Engineering & sUAS	
Title	Title
February 9, 2024	
Date	Date

# PROFESSIONAL SERVICES AGREEMENT SMITH LASALLE, INC.

- 1. Standard of Care In providing services under this Agreement, the ENGINEER shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar region. The ENGINEER makes no certifications, guarantees or warranties express or implied under this agreement in connection with SMITH LASALLE'S services.
- 2. Assignment Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by SMITH LASALLE as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement. There are no other understandings or contracts except as stated in this Professional Services Agreement.
- 3. Hidden Conditions and Hazardous Materials SMITH LASALLE shall not be responsible for a structural condition that is hidden if it is concealed by existing finishes or if it cannot be investigated by reasonable visual observation. SMITH LASALLE assumes no responsibility or liability for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.
- 4. Reuse of Documents All documents including calculations, computer files, drawings, and specifications prepared by SMITH LASALLE pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. They are and shall remain the property of SMITH LASALLE. Any reuse without written approval or adaptation by SMITH LASALLE is prohibited. Any unauthorized use is the sole responsibility of the CLIENT who agrees to indemnify and hold harmless SMITH LASALLE from any and all claims.
- 5. Information The CLIENT shall furnish, at their expense, all information, requirements, reports and data required by this Agreement SMITH LASALLE is entitled to rely upon the accuracy and completeness thereof and will not verify its accuracy. SMITH LASALLE shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENTS consultants and contractors.
- 6. Opinion of Probable Cost SMITH LASALLE'S opinion of probable structural construction cost, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. SMITH LASALLE cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.
- 7. Construction Phase Services If construction phase services are provided, SMITH LASALLE will not supervise, direct, or have control over the Contractor's work. SMITH LASALLE shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENTS contract with the General Contractor. In addition, SMITH LASALLE shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents.
- 8. Services Performed SMITH LASALLE and the CLIENT agree that the services performed by SMITH LASALLE pursuant to this Agreement are solely for the benefit of the Client and are not intended by either SMITH LASALLE for the CLIENT to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by SMITH LASALLE pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.
- 9. Force Majeure SMITH LASALLE shall not be in default, at any tier, because of any failure to perform this. Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of SMITH LASALLE such as, but not limited to, labor disputes, acts of God, accidents or severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of SMITH LASALLE. "Default" includes failure to make progress in the Work so as to endanger performance.
- 10. Insurance SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect SMITH LASALLE from claims for

- negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEERS'S services under this Agreement SMITH LASALLE shall also carry Worker's Compensation Insurance SMITH LASALLE shall, if requested in writing, provide certificates of insurance to the Client.
- 11. Indemnification To the fullest extent permitted by law, the ENGINEER and the CLIENT mutually agree to indemnify and hold each other harmless from any damages and losses arising from their own negligent acts, errors or omissions in their performance under this Agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault. The Client shall indemnify and hold harmless SMITH LASALLE and all of its personnel, and other design team members, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site. The indemnifications as stated in this section shall apply to the respective officers, members, directors, partners, agents, employees, and subconsultants of SMITH LASALLE and CLIENT.
- 12. Limitation of Liability The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants shall not exceed SMITH LASALLE'S total fee in this agreement. The CLIENT agrees this limitation of liability applies to any cause of action.
- 13. Changes to The Work Any and all changes to the services to be provided by SMITH LASALLE, which are within the general scope of Exhibit A, shall be in writing and countersigned by SMITH LASALLE and CLIENT before SMITH LASALLE shall be obligated to provide such services. Any adjustment in the compensation to be provided SMITH LASALLE or the schedule of work resulting from such changes shall be set forth in the countersigned document.
- 14. Mutual Waiver of Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and SMITH LASALLE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- 15. Payment Invoices for fees and other direct charges and services shall be submitted, at SMITH LASALLE'S option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. If the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount. In the event any portion of an account remains unpaid 45 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments on account will be credited first to any service charge and then to any outstanding balances. In the event that any portion of an account remains unpaid 30 days after billing. SMITH LASALLE may, without waiving any claim or right against the Client, and without liability whatsoever to the CLIENT, suspend or terminate the performance of all services.
- 16. Termination If the CLIENT or SMITH LASALLE terminates the agreement, for whatever reason, the CLIENT shall pay all costs to SMITH LASALLE incurred from inception of the agreement to the date of suspension in accordance with the compensation agreed upon in the scope of services provided by SMITH LASALLE
- Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws or principles.
- 18. Dispute Resolution SMITH LASALLE and the CLIENT agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between SMITH LASALLE and CLIENT cannot be settled within 30 days by good faith SMITH LASALLE and the CLIENT agree to submit it to nonbinding mediation.

EXHIBIT B
Village of Franklin Park- List of 18 Public Works Facilities

_	Main Pump House	9535 Belmont
2	Street Dept	9501 Belmont
8	Fleet Garage	9320 Belmont Ave
4	Water &Sewer Garage	9300 Belmont Ave
5	Utilities Fueling Station for Village	9360 Franklin Ave
9	Ward storage Building	9380 Chestnut Ave
7	GARRA Lift Station	9229 Grand Ave
	17th Lift Station	9269 Fullerton (Fullerton & 17th)
6	Fullerton Lift Station	Fullerton & Scott Street
10	Scott Street Lift Staton	2713 Scott Street
11	J.B. Williams Retention /Lift station	10205 Grand Ave
12	Clearing Pump Station	10771 or 10801 Franklin Ave
13	Anderson Lift Station	Wellington Ave
14	King Street Pumping Station	10920 King Street
15	Talbott Retention/Lift station	11230 Addison Ave
16	Copenhagen Retention /Lift station	11400 Copenhagen Ct.
17	Curtiss Pumping station	3401 Mt Prospect Rd.
18	Taft Lift Station	11111 Irving Park Rd.



# Saint Gertrude Parish

9613 Schiller Boulevard Franklin Park, IL 60131

Web: www.gertrudeonline.com email: stgerts@yahoo.com

14 May 2024

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

Dear Mayor and Trustees,

We the members of Saint Gertrude Church would like, once again to request a permit from the Village of Franklin Park to process on the Streets. This is our ANNUAL CORPUS CHRISTI PROCESSION on Sunday, June 2<sup>nd</sup>, 2024 from 11:30am to 12:30pm. We also request Police Escort during the Procession. (Please see Map attached).

As part of the Franklin Park Community, we thank you for your attention, your assistance and the support provided with the presence of the Village and the Police in the events of the Church.

Sincerely yours,

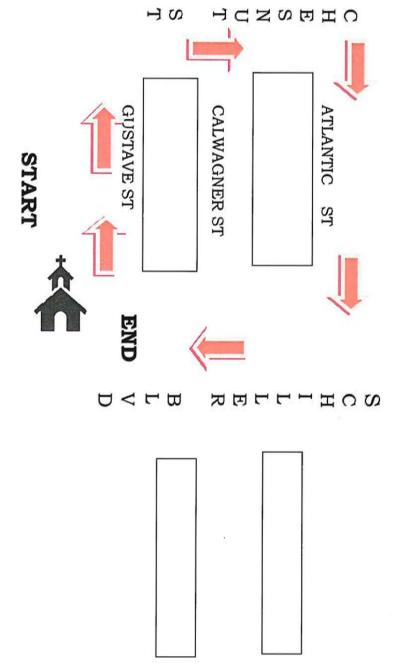
Rev. Eryk Czarnecki

Phone: Rectory, 847-455-1100

# Saint Gertrude Paris

THE FEAST OF CORPUS CHRISTI Sunday, June 2<sup>nd</sup>, 2024

# The Map



SILOPAENNIN

25TH AVENUE