

**VILLAGE OF FRANKLIN PARK  
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY  
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF  
02.17.2026**

<b><u>Payroll Ending</u></b>	<b><u>02.07.2026</u></b>	<b><u>TOTALS</u></b>
Village Portion of Social Security Reg Payroll	14,424.82	
Village Portion of Medicare Payroll	8,653.74	
Payroll Gross Wages 2.07.26	<u>630,089.51</u>	
<b>Total Payroll Expense</b>	<b>653,168.07</b>	<b>\$ 653,168.07</b>

**Manual Checks & Wires**

Manual Checks	<u>0.00</u>	
<b>Total Manual Checks</b>	<b>\$ -</b>	

**ACH Debits**

Health Insurance Premium	0.00	
City of Chicago (Water Payment)	<u>0.00</u>	
<b>Total ACH Debits</b>	<b>\$ -</b>	

**Payable Vouchers**

Payable Voucher 02-20-2026	1,837,550.12	
<b>Total Payable Vouchers</b>	<b>\$ 1,837,550.12</b>	

**Grand Total Payments**

**\$2,490,718.19**

# Accounts Payable

## Computer Check Proof List by Vendor

User: cperez  
 Printed: 02/12/2026 - 2:35PM  
 Batch: 00220.02.2026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 3443	1ST AYD CORPORATION			Check Sequence: 1	ACH Enabled: False
PSI828278	Janitorial supplies	620.84	02/20/2026	10-90-62680	
PSI835944	Janitorial supplies	952.80	02/20/2026	10-90-62070	
PSI839251	Truck brushes	635.03	02/20/2026	10-90-50110	
PSI845994	Gloves, towels, Tissues	696.94	02/20/2026	10-90-62680	
	Check Total:	2,905.61			
Vendor: 5002	34 PUBLISHING, INC.			Check Sequence: 2	ACH Enabled: False
38209	Design services for Feb2026 newsletter	450.00	02/20/2026	10-01-51880	
	Check Total:	450.00			
Vendor: 1259	ACE HARDWARE - FIRE			Check Sequence: 3	ACH Enabled: False
156951/1	Light bulbs	13.19	02/20/2026	10-30-62030	
157016/1	Hook rope	2.28	02/20/2026	10-30-80570	
157086/1	Silicone grease	26.39	02/20/2026	10-30-50110	
157120/1	Kerosene 5 gal jug	52.79	02/20/2026	10-30-62030	
	Check Total:	94.65			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 4	ACH Enabled: False
157082/1	Brushes, paintcare	160.83	02/20/2026	34-01-89400	
157125/1	Brushes, keys	46.55	02/20/2026	34-01-62680	
157161/1	Nipple black	9.48	02/20/2026	34-01-62680	
	Check Total:	216.86			
Vendor: 4849	Acme Truck Brake			Check Sequence: 5	ACH Enabled: False
01_513376	Automatic drain valve #228	81.33	02/20/2026	08-01-50090	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	81.33			
Vendor: 0149 826682	AL PIEMONTE FORD SALES, INC. ULV Trans fluid #squad cars	89.64	02/20/2026	Check Sequence: 6 08-01-50020	ACH Enabled: False
	Check Total:	89.64			
Vendor: 0010 104337	ALEXANDER CHEMICAL CORPORATION Chlorine	119.00	02/20/2026	Check Sequence: 7 34-01-62880	ACH Enabled: False
	Check Total:	119.00			
Vendor: 1634 119881 120337 52021D	ALPHA PRIME COMMUNICATIONS Purchase of equipment Base station antennas, tower service installation FP portion of Radio system purchase	47,306.40 12,698.05 18,487.66	02/20/2026 02/20/2026 02/20/2026	Check Sequence: 8 07-01-80600 07-01-80600 07-01-80600	ACH Enabled: False
	Check Total:	78,492.11			
Vendor: 1941 P6AC0125902 P6AC0125903	ALTORFER INDUSTRIES CAT Receptacle A Switch	8.27 72.65	02/20/2026 02/20/2026	Check Sequence: 9 08-01-50034 08-01-50090	ACH Enabled: False
	Check Total:	80.92			
Vendor: 1748 56950226	AMALGAMATED BANK OF CHICAGO Admin fee for GO Bonds 2015A	475.00	02/20/2026	Check Sequence: 10 44-01-45000	ACH Enabled: False
	Check Total:	475.00			
Vendor: 3478 49864 49875 49881	AMERICAN SPEEDY PRINTING Vacant building door decal; Fire prevention wall Year in Review 2025 Booklets (150) Zoning hearing signs	420.00 590.00 585.00	02/20/2026 02/20/2026 02/20/2026	Check Sequence: 11 10-13-51800 10-12-50500 10-12-50500	ACH Enabled: False
	Check Total:	1,595.00			
Vendor: 3465 446389	AMERICANEAGLE.COM, INC. Monthly fee for hosting, hawksearch, retainer ho	535.00	02/20/2026	Check Sequence: 12 10-02-54300	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	535.00			
Vendor: 5242 847233022301 847233053701	AT&T Alarm circuits and multiple single lines for Jan Multiple single line charges PD- Jan	62.97 80.36	02/20/2026	Check Sequence: 13 10-02-51200 10-02-51200	ACH Enabled: False
	Check Total:	143.33			
Vendor: 7509 287360271227202	AT&T MOBILITY Multiple single line charges- Dec	457.50	02/20/2026	Check Sequence: 14 10-02-51200	ACH Enabled: False
	Check Total:	457.50			
Vendor: 3425 FP-INV-524362	B&K EQUIPMENT COMPANY Annual compliance testing (fuel station)	809.00	02/20/2026	Check Sequence: 15 08-01-53000	ACH Enabled: False
	Check Total:	809.00			
Vendor: 4123 1379	BIG JIM INC Senior snow removal 7 @ \$60 each Jan 26, 2026	420.00	02/20/2026	Check Sequence: 16 10-18-60000	ACH Enabled: False
	Check Total:	420.00			
Vendor: 3396 86073098 86073099	BOUND TREE MEDICAL EMS equipment EMS equipment	136.08 457.98	02/20/2026	Check Sequence: 17 10-30-82080 10-30-82080	ACH Enabled: False
	Check Total:	594.06			
Vendor: 1609 3598677	BRISTOL HOSE & FITTING Custom hose assembly	315.27	02/20/2026	Check Sequence: 18 08-01-50090	ACH Enabled: False
	Check Total:	315.27			
Vendor: 3378 0111903	BYRNE SOFTWARE TECHNOLOGIES INC Professional services on Accela Land Mgmt 1/17	140.00	02/20/2026	Check Sequence: 19 10-02-81000	ACH Enabled: False
	Check Total:	140.00			
Vendor: 2929 132227849000	CHICAGO TRIBUNE MEDIA GROUP Online ad for FP water main project #7916477	62.88	02/20/2026	Check Sequence: 20 10-18-51840	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	62.88			
Vendor: 1420 447572	CLARK DIETZ, INC. Professional services for Curtis pump station 11/	1,320.00	02/20/2026	Check Sequence: 21 34-01-89300	ACH Enabled: False
	Check Total:	1,320.00			
Vendor: 3644 0141239Jan26 0155544Feb26 0167317Jan26 0310503Feb26	COMCAST Cable TV for streets for Jan VPN connection for VH for Feb Cable services 1/20-2/19/26 Cable TV for VH for Feb	4.62 242.60 145.80 258.73	02/20/2026 02/20/2026 02/20/2026 02/20/2026	Check Sequence: 22 10-02-51200 10-02-51200 10-20-52600 10-02-51200	ACH Enabled: False
	Check Total:	651.75			
Vendor: 5257 2101662000_Jan 3604055000_Jan 5040921222_Jan 6686895000_Jan 8327688000_Jan 8743188143_Jan	COMED 9535 Belmont 2101662000 12/11/25-1/13/26 3200 Sarah 3604055000 12/11/25-1/13/26 00WS Wolf Rd 5040921222 12/11/25-1/13/26 2599 Scott 6686895000 12/11/25-1/13/26 11230 Addison 8327688000 12/11/25-1/13/26 3204 Rose 8743188146 12/11/25-1/13/26	7,494.57 421.18 119.81 244.03 1,445.88 125.84	02/20/2026 02/20/2026 02/20/2026 02/20/2026 02/20/2026 02/20/2026	Check Sequence: 23 34-01-62800 10-50-62330 10-50-62330 10-50-62330 34-02-62800 10-50-62330	ACH Enabled: False
	Check Total:	9,851.31			
Vendor: 7706 1769	COMFORT SOLUTION HVAC Breaker replacement	388.00	02/20/2026	Check Sequence: 24 10-90-62590	ACH Enabled: False
	Check Total:	388.00			
Vendor: 0521 1110204510 1110204762	COMMERCIAL TIRE SERVICE Parts and labor (install 8 tires) #219 Flat repair service call #930M	4,494.52 381.50	02/20/2026 02/20/2026	Check Sequence: 25 08-01-50034 10-90-50100	ACH Enabled: False
	Check Total:	4,876.02			
Vendor: 1331 1615769	COMPASS MINERALS Salt	40,515.55	02/20/2026	Check Sequence: 26 19-01-62650	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	40,515.55			
Vendor: 1071 15012847	COZEN O'CONNOR Lobbyist services, Feb2026	7,500.00	02/20/2026	Check Sequence: 27 10-12-67560	ACH Enabled: False
	Check Total:	7,500.00			
Vendor: 1464 0000434855 0000435129	D&P CONSTRUCTION CO., INC. Switches Switches	1,345.00 555.00	02/20/2026	Check Sequence: 28 09-01-64000 09-01-64000	ACH Enabled: False
	Check Total:	1,900.00			
Vendor: 1113 10519 Jan26	Datacom Software UCC update	449.00	02/20/2026	Check Sequence: 29 10-20-60330	ACH Enabled: False
	Check Total:	449.00			
Vendor: 5532 963534	DOOR SYSTEMS Station #2 garage door repair	1,288.00	02/20/2026	Check Sequence: 30 10-30-62050	ACH Enabled: False
	Check Total:	1,288.00			
Vendor: 5498 5876199	EFAX CORPORATE Efax software for HR- Jan	34.99	02/20/2026	Check Sequence: 31 10-02-54200	ACH Enabled: False
	Check Total:	34.99			
Vendor: 3829 11461	ELECTRICAL SYSTEMS, INC. King St pumping station generator replacement	199,740.00	02/20/2026	Check Sequence: 32 34-01-82810	ACH Enabled: False
	Check Total:	199,740.00			
Vendor: 6002 ESS3727	ELECTRONIC SECURITY SOLUTIONS, INC. Service and maint Feb 2026 and paper	398.00	02/20/2026	Check Sequence: 33 41-01-63220	ACH Enabled: False
	Check Total:	398.00			
Vendor: 3277 1126 11262025	ELEVATED SAFETY Training- Rope Rescue Operations (3 FFs) Training- Rope Rescue Operations (2 FFs)	3,900.00 2,600.00	02/20/2026	Check Sequence: 34 10-30-52001 10-30-52001	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	6,500.00			
Vendor: 3278 00358984	ELEVATOR INSPECTION SERVICES One reinspection for annual elevator	17.00	02/20/2026	Check Sequence: 35 10-13-60550	ACH Enabled: False
	Check Total:	17.00			
Vendor: 4788 0543440	FERGUSON WATERWORKS #2516 Power cables, antennas	959.40	02/20/2026	Check Sequence: 36 34-01-62835	ACH Enabled: False
0544566	Flanges	1,286.61	02/20/2026	34-01-62835	
0544701	Meters	4,282.58	02/20/2026	34-01-62835	
0544703	Nuts/bolts set	33.17	02/20/2026	34-01-62835	
	Check Total:	6,561.76			
Vendor: 2691 12269DW	FIRE CONTROL AUTOMATIC SPRINKLER SYSTEMS Investigate air compressor	356.00	02/20/2026	Check Sequence: 37 10-20-52600	ACH Enabled: False
	Check Total:	356.00			
Vendor: 0081 14585	FRANKLIN PARK PLUMBING CO., INC. 2" service line reconnection at water main break	3,125.00	02/20/2026	Check Sequence: 38 34-01-62860	ACH Enabled: False
14586	Excavate and replace fire hydrant 10455 Seymour	7,780.00	02/20/2026	34-01-62860	
14587	Sawcut and excavation install new storm sewer 1	9,900.00	02/20/2026	34-02-63070	
14588	Replace out of service fire hydrant 11044 King	9,830.00	02/20/2026	34-01-62860	
14589	Excavation and replacement of lead service to co	7,880.00	02/20/2026	34-01-88910	
14606	Replace lead water service parkway to meter 264	8,310.00	02/20/2026	34-01-88910	
14607	Replace lead service to copper at 3028 Hawthorn	8,110.00	02/20/2026	34-01-88910	
14608	Replace lead service from main to BBox- 2727 E	7,865.00	02/20/2026	34-01-88910	
14609	Replace lead service from BB box to inside mete	8,110.00	02/20/2026	34-01-88910	
14610	Excavation and repair of water main break Copei	9,621.00	02/20/2026	34-01-88910	
14611	Replace lead water service with new 1" copper 2	7,960.00	02/20/2026	34-01-88910	
	Check Total:	88,491.00			
Vendor: 7590 07-5087106	GFT INC Preliminary Engineering for Underpass 11/29-12	152,407.00	02/20/2026	Check Sequence: 39 65-10-87000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	152,407.00			
Vendor: 5200 9744731234 9789191427	GRAINGER Hand drum pump Time clock ribbons	90.46 98.08	02/20/2026 02/20/2026	Check Sequence: 40 08-01-89110 10-90-51600	ACH Enabled: False
	Check Total:	188.54			
Vendor: 4516 2601144 2601144 2601144 2601144 2601144 2601144	GW & ASSOCIATES, PC Comptroller services, Dec2025 Comptroller services, Dec2025 Comptroller services, Dec2025 Comptroller services, Dec2025 Comptroller services, Dec2025 Comptroller services, Dec2025	250.00 250.00 250.00 4,000.00 250.00 8,000.00	02/20/2026 02/20/2026 02/20/2026 02/20/2026 02/20/2026	Check Sequence: 41 14-01-57000 40-01-57000 12-01-57000 34-01-40119 42-01-57000 10-01-67590	ACH Enabled: False
	Check Total:	13,000.00			
Vendor: 1555 47615 47616 47617 47618 48036	H&H ELECTRIC COMPANY Street lighting maint- various locations Street lighting maint- various locations Traffic signal - Franklin Ave & 25th Franklin Ave and 25th Traffic signal Street lighting maint- various locations	186.98 290.33 9,450.00 951.31 197.24	02/20/2026 02/20/2026 02/20/2026 02/20/2026 02/20/2026	Check Sequence: 42 10-50-62340 10-50-62340 65-10-82825 10-90-62690 10-50-62340	ACH Enabled: False
	Check Total:	11,075.86			
Vendor: 0063 91518	HIGH PSI LTD. Nozzles	33.00	02/20/2026	Check Sequence: 43 08-01-50090	ACH Enabled: False
	Check Total:	33.00			
Vendor: 4004 2620855	HOME DEPOT CREDIT SERVICES Supplies	308.92	02/20/2026	Check Sequence: 44 10-30-62050	ACH Enabled: False
	Check Total:	308.92			
Vendor: 1126 INV18580655	HR DIRECT Annual State & Federal posters	98.95	02/20/2026	Check Sequence: 45 10-60-50400	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
INV18580656	Annual State & Federal posters	98.95	02/20/2026	10-60-50400	
INV18580657	Annual State & Federal posters	98.95	02/20/2026	10-60-50400	
INV18580658	Annual State & Federal posters	98.95	02/20/2026	10-60-50400	
INV18580659	Annual State & Federal posters	98.95	02/20/2026	10-60-50400	
INV18580660	Annual State & Federal posters	98.95	02/20/2026	10-60-50400	
INV18580661	Annual State & Federal posters	98.95	02/20/2026	10-60-50400	
INV18580662	Annual State & Federal posters	98.95	02/20/2026	10-60-50400	
INV18580663	Annual State & Federal posters	98.95	02/20/2026	10-60-50400	
	Check Total:	890.55			
Vendor: 0590 21325	ILLINOIS ASSOCIATION OF CHIEFS OF POLICE Membership renewal	265.00	02/20/2026	Check Sequence: 46 10-20-52100	ACH Enabled: False
	Check Total:	265.00			
Vendor: 1860 S-CR000530 S-INV009474	ILLINOIS COUNTIES RISK MANAGEMENT TRUST Credit for deductible for claim # 240418W001 Deductible for claim # 250915W003	-667.11 5,000.00	02/20/2026	Check Sequence: 47 10-32-62195 10-32-62195	ACH Enabled: False
	Check Total:	4,332.89			
Vendor: 1094 2103	INDUSTRIAL ENGINE COMPANY Generator repair	1,629.23	02/20/2026	Check Sequence: 48 10-30-62050	ACH Enabled: False
	Check Total:	1,629.23			
Vendor: 4909 138	JC SZABO & ASSOCIATES Consulting services Jan2026	800.00	02/20/2026	Check Sequence: 49 10-72-62557	ACH Enabled: False
	Check Total:	800.00			
Vendor: 2018 643.24.4 643.24.4	JOHN NERI CONSTRUCTION Robinson Rd project -remaining work completed Robinson Rd project -remaining work completed	144,381.77 144,381.77	02/20/2026	Check Sequence: 50 34-01-89460 61-01-54000	ACH Enabled: False
	Check Total:	288,763.54			
Vendor: 3233 0000078739	JUST TIRES Tire replacement Battalion 2	201.99	02/20/2026	Check Sequence: 51 10-30-50110	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
78902	Parts and labor (4 tires) #238	1,355.28	02/20/2026	34-01-50100	
78964	Parts and labor (4 tires) #226	1,355.28	02/20/2026	34-01-50100	
	Check Total:	2,912.55			
Vendor: 7815 25-0276	KATCOM ELECTRICAL SERVICES INC Electrical repairs at Station #2	5,715.00	02/20/2026	Check Sequence: 52 10-30-62050	ACH Enabled: False
	Check Total:	5,715.00			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 53	ACH Enabled: False
5290	Replacement of reinforced sec of public sidewall	5,620.00	02/20/2026	34-02-63070	
5291	Replacement of reinforced sec of industrial dock	4,750.00	02/20/2026	34-01-62860	
5292	Replacement of reinforced sec of entranceway	1,800.00	02/20/2026	34-01-62860	
5294	Replacement of reinforced street opening due to	3,370.00	02/20/2026	34-02-63070	
	Check Total:	15,540.00			
Vendor: 5590 23756 25648 25670	LARRY'S PLUMBING & ELECTRICAL GENERAL Faucet in unisex bathroom leaking PD Toliet repair Toliet repair	465.50 678.00 308.00	02/20/2026 02/20/2026 02/20/2026	Check Sequence: 54 10-20-52600 10-30-62040 10-30-62050	ACH Enabled: False
	Check Total:	1,451.50			
Vendor: 3819 19704281	LEAF Copier rental for Feb	1,322.28	02/20/2026	Check Sequence: 55 10-02-80001	ACH Enabled: False
	Check Total:	1,322.28			
Vendor: 7078 3609859 3612224 3614560 3614561	LECHNER SERVICES Carpet service Carpet service Carpet service Carpet service	32.20 79.75 32.20 79.75	02/20/2026 02/20/2026 02/20/2026 02/20/2026	Check Sequence: 56 10-20-52600 10-13-52800 10-20-52600 10-13-52800	ACH Enabled: False
	Check Total:	223.90			
Vendor: 1501 3258	LIVING WATERS CONSULTANTS, INC Silver creek watershed committee 8/24/25-2/2/26	650.04	02/20/2026	Check Sequence: 57 34-02-63070	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	650.04			
Vendor: 2029 46359	LUBE SQUAD OF ILLINOIS LLC Full Syn (55 gallon drum) #211	2,198.00	02/20/2026	Check Sequence: 58 34-02-50100	ACH Enabled: False
	Check Total:	2,198.00			
Vendor: 0947 020326	MAREN RONAN, LTD Lobbyist services, Feb2026	6,000.00	02/20/2026	Check Sequence: 59 10-12-67560	ACH Enabled: False
	Check Total:	6,000.00			
Vendor: 0131 5050 8798 8823	MENARDS MELROSE PARK Spray paint, reducer kit Supplies Bushing, PVCs, couplings	28.80 196.40 35.95	02/20/2026 02/20/2026 02/20/2026	Check Sequence: 60 10-90-50110 10-90-62680 34-02-63070	ACH Enabled: False
	Check Total:	261.15			
Vendor: 6563 020326	METROPOLITAN FIRE CHIEFS ASSSOIATION OF ILLINOIS Metro Fire Chiefs 2026 dues (4)	200.00	02/20/2026	Check Sequence: 61 10-30-52100	ACH Enabled: False
	Check Total:	200.00			
Vendor: 2488 459335 459335 459335 459335 459335	MOHR OIL COMPANY Fuel Fuel Fuel Fuel	294.91 15,289.40 2,011.51 2,352.14 2,461.95	02/20/2026 02/20/2026 02/20/2026 02/20/2026 02/20/2026	Check Sequence: 62 10-13-50200 10-20-50200 10-90-50200 10-30-50200 34-01-50200	ACH Enabled: False
	Check Total:	22,409.91			
Vendor: 0333 18837 18838	MONTANA & WELCH, LLC Legal services for general matters, Dec2025 Legal services for litigation matters, Dec2025	28,080.00 780.00	02/20/2026 02/20/2026	Check Sequence: 63 10-72-62557 10-72-62557	ACH Enabled: False
	Check Total:	28,860.00			
Vendor: 2106	MUNICIPAL MANAGEMENT SERVICES, INC.			Check Sequence: 64	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
26-5555	Feb 2026 services	26,247.44	02/20/2026	10-20-60400	
	Check Total:	26,247.44			
Vendor: 1074 24842360-00	New Pig Corporation Oil only Absorbent boom	1,065.32	02/20/2026	Check Sequence: 65 34-02-63070	ACH Enabled: False
	Check Total:	1,065.32			
Vendor: 4521 21793372844 Jan	NICOR 3204 Rose 21793372844 12/23/25-1/22/26	461.35	02/20/2026	Check Sequence: 66 10-90-62940	ACH Enabled: False
	Check Total:	461.35			
Vendor: 0270 3398-202421	O'REILLY AUTOMOTIVE, INC. Sensor	143.55	02/20/2026	Check Sequence: 67 08-01-50020	ACH Enabled: False
	Check Total:	143.55			
Vendor: 3906 INV2600088-1	OVERHEAD MATERIAL HANDLING ILLINOIS, INC Work done at 9300 Belmont garage	1,259.64	02/20/2026	Check Sequence: 68 34-01-62590	ACH Enabled: False
	Check Total:	1,259.64			
Vendor: 4704 Dec2025	PAN AMERICAN BANK Water bill lockbox Dec2025	648.97	02/20/2026	Check Sequence: 69 34-01-59010	ACH Enabled: False
	Check Total:	648.97			
Vendor: 5442 013026	GIULIANO PETRUCCI Plumbing inspector fees Jan2026	3,075.00	02/20/2026	Check Sequence: 70 10-13-40203	ACH Enabled: False
	Check Total:	3,075.00			
Vendor: 1578 3107626776	PITNEY BOWES GLOBAL FINANCIAL SERVICES, LLC Postage meter lease	879.60	02/20/2026	Check Sequence: 71 10-01-50930	ACH Enabled: False
	Check Total:	879.60			
Vendor: 4235 1700 Jan2026 1700 Jan2026	PITNEY BOWES PURCHASE POWER Postage Postage	1,595.14	02/20/2026	Check Sequence: 72 34-01-51500 10-01-51500	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	3,190.28			
Vendor: 7558 559478611 559844952	PRECISION TODAY Furnace repair / Station #3 Furnace repair / Station #3	224.00 710.00	02/20/2026	Check Sequence: 73 10-30-62060 10-30-62060	ACH Enabled: False
	Check Total:	934.00			
Vendor: 7305 56761	PRESSTECH Overtime slips	93.00	02/20/2026	Check Sequence: 74 10-20-50400	ACH Enabled: False
	Check Total:	93.00			
Vendor: 4552 0551-016438787	REPUBLIC SERVICES #551 Scavenger services, Jan2026	153,328.03	02/20/2026	Check Sequence: 75 09-01-64010	ACH Enabled: False
	Check Total:	153,328.03			
Vendor: 2117 128294 128632 128632	ROZALADO & CO Cleaning supplies Janitorial services PD 1/19-2/1/26 Janitorial services VH, PW 1/19-2/1/26	343.71 1,631.33 1,381.80	02/20/2026	Check Sequence: 76 10-20-52600 10-20-52600 10-13-52600	ACH Enabled: False
	Check Total:	3,356.84			
Vendor: 1999 3205819 3239488	SAFE BUILT, LLC Building dept signature on documents for Jan202 Plan review for Jan 2026- mulitple addresses	530.93 1,164.97	02/20/2026	Check Sequence: 77 10-13-40100 10-13-40100	ACH Enabled: False
	Check Total:	1,695.90			
Vendor: 1899 9271987	SERVICE SANITATION, INC. Portable restrooms	212.50	02/20/2026	Check Sequence: 78 10-90-62600	ACH Enabled: False
	Check Total:	212.50			
Vendor: 3336 01-M26-001	SMITH LASALLE Engineering services for RCB inspections & writ	19,970.00	02/20/2026	Check Sequence: 79 10-90-62955	ACH Enabled: False
	Check Total:	19,970.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 2961 299832	S-NET COMMUNICATIONS INC Feb phone bill	3,742.31	02/20/2026	Check Sequence: 80 10-02-51200	ACH Enabled: False
	Check Total:	3,742.31			
Vendor: 0395 454318	SOLV BUSINESS SOLUTIONS-SAFEGUARD-233439 Tax forms	86.18	02/20/2026	Check Sequence: 81 10-01-51800	ACH Enabled: False
	Check Total:	86.18			
Vendor: 3795 R00596	STANDARD EQUIPMENT COMPANY Rental of sweeper	5,250.00	02/20/2026	Check Sequence: 82 08-01-50009	ACH Enabled: False
	Check Total:	5,250.00			
Vendor: 3223 904083468 904083469	STATE INDUSTRIAL PRODUCTS Station cleaning supplies Station cleaning supplies	770.82 980.14	02/20/2026	Check Sequence: 83 10-30-62030 10-30-62030	ACH Enabled: False
	Check Total:	1,750.96			
Vendor: 1565 8013252989	STERICYCLE, INC Monthly charge	25.97	02/20/2026	Check Sequence: 84 10-20-60630	ACH Enabled: False
	Check Total:	25.97			
Vendor: 3221 246954	STRATUS NETWORKS Fiber line to PD, FD, PH, VH Feb2026	4,119.07	02/20/2026	Check Sequence: 85 10-02-51200	ACH Enabled: False
	Check Total:	4,119.07			
Vendor: 0183 97860	SUBURBAN WELDING & STEEL, LLC Zinc plow bolt	70.15	02/20/2026	Check Sequence: 86 08-01-50090	ACH Enabled: False
	Check Total:	70.15			
Vendor: 2341 IRIS0000156598	T2 SYSTEMS CANADA INC Digital IRIS services for Feb2026	100.00	02/20/2026	Check Sequence: 87 41-01-63220	ACH Enabled: False
	Check Total:	100.00			
Vendor: 0103 T2611279	TECHNOLOGY MANAGEMENT REVOLVING FUND Comm Svcs Nov2025	942.40	02/20/2026	Check Sequence: 88 07-01-51200	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
T2613564	Comm Svcs Dec2025	942.40	02/20/2026	07-01-51200	
	Check Total:	1,884.80			
Vendor: 2719 48580	THE BLUE LINE Auxiliary officer Ad	298.00	02/20/2026	Check Sequence: 89 10-60-51890	ACH Enabled: False
	Check Total:	298.00			
Vendor: 1505 02012026	THE JORDAN GROUP January 2026 public affairs, marketing	6,000.00	02/20/2026	Check Sequence: 90 10-01-51880	ACH Enabled: False
	Check Total:	6,000.00			
Vendor: 3351 853158870	THOMSON REUTERS - WEST Monthly billing	274.65	02/20/2026	Check Sequence: 91 10-20-60560	ACH Enabled: False
	Check Total:	274.65			
Vendor: 7775 127036	TREASURER, STATE OF ILLINOIS I-294 Bridge, Franklin Ave, Local share	375,601.38	02/20/2026	Check Sequence: 92 65-10-54500	ACH Enabled: False
	Check Total:	375,601.38			
Vendor: 5271 573658721 573658721 573658721 573658721	U.S. BANCORP GOVT LEASING AND FINANCE, INC Lease #077-0020331-002 Trucks Lease #077-0020331-002 Trucks Lease #077-0020331-002 Trucks Lease #077-0020331-002 Trucks	49,350.37 15,862.21 1,386.31 445.59	02/20/2026 02/20/2026 02/20/2026 02/20/2026	Check Sequence: 93 10-90-88009 34-00-26106 10-90-68959 34-01-68959	ACH Enabled: False
	Check Total:	67,044.48			
Vendor: 5041 202541734 202850435 202855324	ULINE SHIPPING SUPPLY SPECIALISTS Station supplies Gym wipes Pad locks	123.61 222.40 120.07	02/20/2026 02/20/2026 02/20/2026	Check Sequence: 94 10-30-62030 10-20-52600 10-20-60330	ACH Enabled: False
	Check Total:	466.08			
Vendor: 0160 102055027-1	UNITED RADIO COMMUNICATIONS Base station power supply	212.50	02/20/2026	Check Sequence: 95 10-30-62050	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	212.50			
Vendor: 0460	UTILITY SERVICE COMPANY, INC.			Check Sequence: 96	ACH Enabled: False
642348	Elevated Belmont Ave Tank	11,423.01	02/20/2026	34-01-88906	
642509	Elevated Franklin Ave Clearing Tank	8,514.60	02/20/2026	34-01-88906	
642607	Ground storage Curtis Tank	15,282.93	02/20/2026	34-01-88906	
642608	Ground storage King St- West tank	45,048.66	02/20/2026	34-01-88906	
642609	Ground storage King St- East tank	45,048.66	02/20/2026	34-01-88906	
	Check Total:	125,317.86			
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 97	ACH Enabled: False
6132000263	Monthly Cell phone charges ESTB- Dec #98043	1,132.97	02/20/2026	07-01-51200	
6132000264	Monthly Cell phone charges 911- Dec #9804314	1,295.63	02/20/2026	07-01-51200	
6134504098	Monthly Cell phone charges water- Jan #980431	1,137.47	02/20/2026	34-01-80500	
6134504098	Monthly Cell phone charges Gen- Jan #9804314	1,706.41	02/20/2026	10-02-80300	
6134504099	Monthly parking meter charges for Metra- Jan #9	72.02	02/20/2026	41-01-65000	
6134504100	Monthly tablet charges for water- Jan #98043144	156.13	02/20/2026	34-01-80500	
6134504100	Monthly tablet charges for Admin- Jan #9804314	100.10	02/20/2026	10-02-80300	
	Check Total:	5,600.73			
Vendor: 4957	VISA - PARTNERSHIP FINANCIAL CU			Check Sequence: 98	ACH Enabled: False
012226	Supplies	143.24	02/20/2026	10-20-59000	
	Check Total:	143.24			
Vendor: 1299	W.S. DARLEY & COMPANY			Check Sequence: 99	ACH Enabled: False
17577300	Firefighting gloves	560.00	02/20/2026	10-30-62180	
	Check Total:	560.00			
Vendor: 0351	WAREHOUSE DIRECT			Check Sequence: 100	ACH Enabled: False
6080116-0	Supplies	195.99	02/20/2026	10-01-50400	
6083619-0	Janitorial supplies	80.34	02/20/2026	10-13-52200	
C6083619-0	Credit	-9.95	02/20/2026	10-13-52200	
	Check Total:	266.38			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 4140 701567 703891	WHEATLAND TITLE COMPANY Franklin Ave Reconstruction#OML0044 Franklin Ave Reconstruction #OML0046	114.00 781.00	02/20/2026 02/20/2026	Check Sequence: 101 65-10-54100 65-10-54100	ACH Enabled: False
	Check Total:	895.00			
Vendor: 8239 7170D7B-0022	ZIPS CAR WASH, LLC Police car washes Jan2026	180.00	02/20/2026	Check Sequence: 102 10-20-50300	ACH Enabled: False
	Check Total:	180.00			
Vendor: 4019 4417246	ZOLL MEDICAL CORP Infant Adhesive sensors	744.56	02/20/2026	Check Sequence: 103 10-30-82080	ACH Enabled: False
	Check Total:	744.56			
	Total for Check Run:	1,837,550.12			
	Total of Number of Checks:	103			

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

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**RESOLUTION**

**NUMBER 2526-R-\_\_\_\_\_**

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**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS DECLARING AS SURPLUS PROPERTY THE VILLAGE OWNED VACANT  
PARCEL OF REAL PROPERTY COMMONLY KNOWN AS 10500 GRAND AVENUE  
(LOT 1) AND AUTHORIZING VILLAGE STAFF TO MARKET THE PROPERTY FOR  
DEVELOPMENT AND DIRECT THE VILLAGE CLERK TO MAKE A COPY OF  
THE APPRAISAL OF THE PROPERTY AVAILABLE TO ANY PARTY**

---

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

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

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**RESOLUTION NUMBER 2526-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS DECLARING AS SURPLUS PROPERTY THE VILLAGE OWNED VACANT PARCEL OF REAL PROPERTY COMMONLY KNOWN AS 10500 GRAND AVENUE (LOT 1) AND AUTHORIZING VILLAGE STAFF TO MARKET THE PROPERTY FOR DEVELOPMENT AND DIRECT THE VILLAGE CLERK TO MAKE A COPY OF THE APPRAISAL OF THE PROPERTY AVAILABLE TO ANY PARTY**

---

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

**WHEREAS**, the Village owns a parcel of vacant property commonly known as 10500 Grand Avenue (Lot 1), Franklin Park, Illinois that is zoned C-3 General Commercial District, as described in the Village of Franklin Park Zoning Ordinance, consisting of 36,950 square feet (.85 Acres), and further identified by permanent index number (PIN) 12-29-203-065-0000, and as legally described on Exhibit A (the “*Property*”), a copy of which is attached hereto and made a part hereof; and

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

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

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

**WHEREAS**, the Village ascertained a written appraisal report for the Property, dated July 26, 2024, which was prepared by Raymond Schmitt, MAI, and Elizabeth Gulis, MAI, of Praedium Valuation Group, 1658 North Milwaukee Avenue, Suite B, PMB 5460, Chicago, Illinois, 60647 (the “*Appraisal*”), a copy of which is attached hereto and made a part hereof, as Exhibit B; and

**WHEREAS**, the Appraisal found that the current market value or appraised value of the Property is \$400,000.00; and

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

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

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

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

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

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

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

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

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

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

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

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

**PASSED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_ day of February 2026, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_ day of February 2026.

---

BARRETT F. PEDERSEN  
VILLAGE PRESIDENT

ATTEST:

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APRIL ARELLANO  
VILLAGE CLERK

Exhibit A

Legal Description of Property

LOT 1 IN THE GRAND RESURRECTION SUBDIVISION, BEING A SUBDIVISION OF THE EAST 350 FEET OF THE WEST 550 FEET OF TRACT 2 LYING NORTH OF THE NORTH LINE OF GRAND AVENUE IN OWNERS' DIVISION OF THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Numbers (PIN): 12-29-203-065-0000

Property commonly known as: 10500 Grand Avenue, Franklin Park, Illinois 60131

Exhibit B

Appraisal



# PRAE DIUM VALUATION GROUP

Appraisals • Consulting • Expert Witness

**APPRAISAL REPORT FOR**

**Lots 1 and 2 on the North Side of  
Grand Avenue, East of Latoria Ln**

**LOCATED AT**

**Lots 1 and 2 on the North Side of  
Grand Avenue, East of Latoria Ln,  
Franklin Park,  
Cook County, IL, 60131**

**AS OF**

**October 24, 2024**

**PREPARED FOR**

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

**PREPARED BY**

**Praedium Valuation Group  
1658 N. Milwaukee Ave, Ste B  
PMB 5460  
Chicago, Illinois 60647  
File Name: 23138**

# PRÆDIUM VALUATION GROUP

Appraisals • Consulting • Expert Witness

---

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

[www.pvgchicago.com](http://www.pvgchicago.com)  
[info@pvgchicago.com](mailto:info@pvgchicago.com)

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

November 5, 2024

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

Re: Appraisal Report  
Lots 1 and 2 on the North Side of Grand Avenue, East of Latoria Ln, Franklin  
Park, Cook County, IL, 60131  
File Name: 23138

Dear Mr. Walny:

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

The subject property includes two finished lots with offsite detention, located along the north side of Grand Avenue. The lots will share a common road with the Franklin Marketplace, a commercial subdivision located immediately east of the subject at the northwest corner of Grand Avenue and Mannheim Road in the Village of Franklin Park. According to a site plan provided by the client, the east lot is identified as Lot 1, and will have an estimated 36,950 sf, and the west lot is Lot 2, and will have an estimated 33,550 sf. The lots will be separated by an access road with a curb cut onto Grand Avenue. This road will provide ingress and egress to both of the subject lots, and will connect with the adjacent Franklin Marketplace. Once end users are secured for the subject lots, the village expects to get approval for a traffic signal at the subject's curb cut onto Grand Avenue.

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

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. Praedium Valuation Group appraised the subject property in May 2021 for the Village of Franklin Park.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 56). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

Mr. Walny  
Village of Franklin Park  
November 5, 2024  
Page 2

Hypothetical Conditions:

This appraisal is under the hypothetical condition that IDOT has granted approval for a traffic signal at the subject's curb cut onto Grand Avenue.

Extraordinary Assumptions:

- There are no extraordinary assumptions for this appraisal.

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

**Current Market Value of the Subject Property (Under Hypothetical Conditions):**

**Lot 1 (East Parcel)**

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

**\$400,000  
Four Hundred Thousand Dollars**

**Lot 2 (West Parcel)**

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

**\$400,000  
Four Hundred Thousand Dollars**

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

Respectfully submitted,  
Praedium Valuation Group



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Raymond Schmitt, MAI, SRA, AI-GRS  
Illinois Certified General Real Estate Appraiser  
License No. 553.000494  
License Expires: September 30, 2025



---

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

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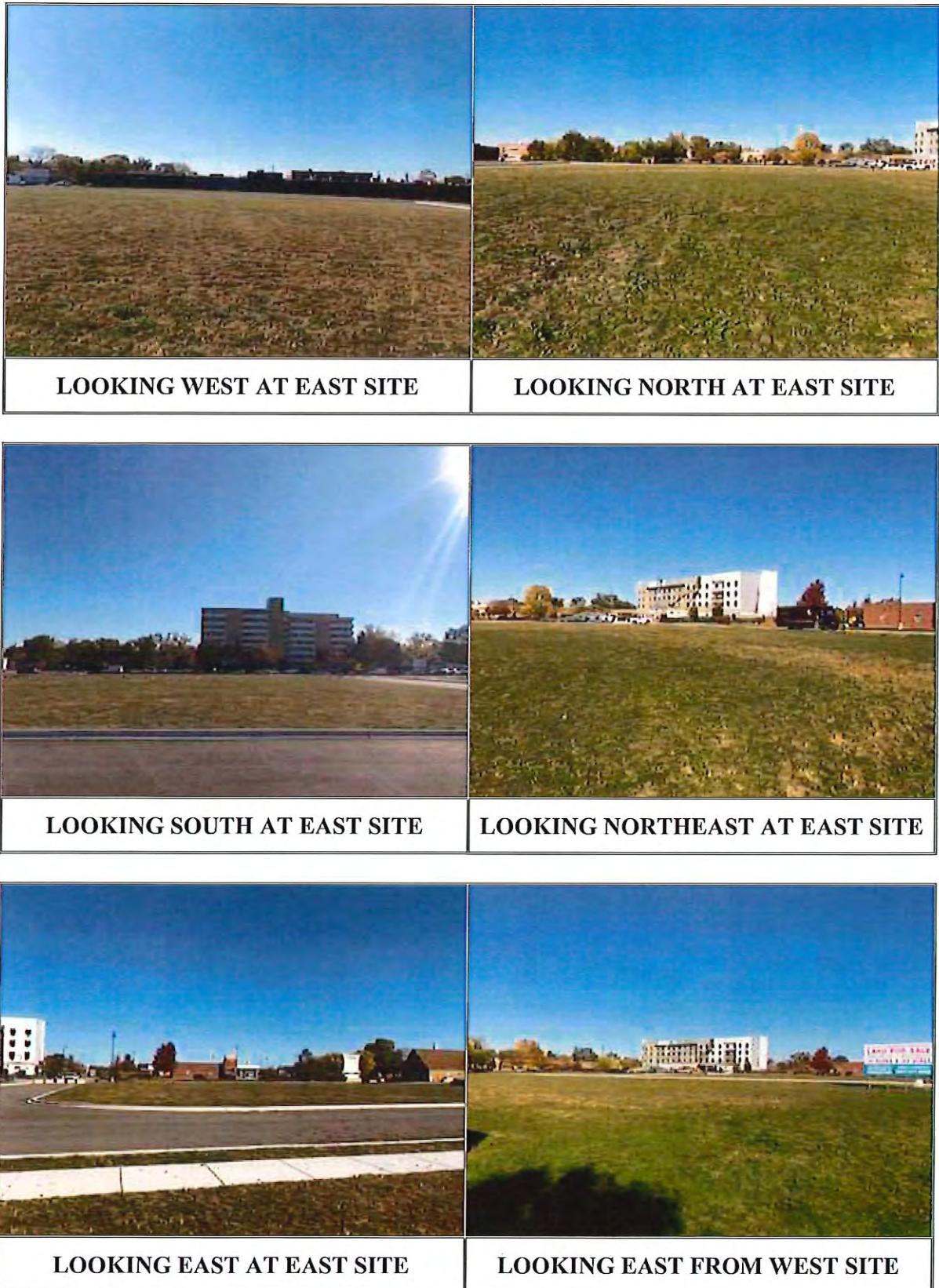
## AERIAL VIEW



Source: Cook County GIS

Note: Lot 1 is highlighted in blue and Lot 2 is outlined in red.

## SUBJECT PHOTOGRAPHS







**LOOKING SOUTH ALONG MALL  
ENTRANCE (SUBJECT ON RIGHT)**

**SOUTH ALONG FUTURE ROAD  
BETWEEN THE TWO PARCELS**



**LOOKING NORTH ALONG FUTURE  
ROAD BETWEEN THE TWO PARCELS**

**SIGNAGE NEAR MALL ENTRANCE**



**DETENTION POND NORTH OF  
PARCELS**

**HOTEL UNDER CONSTRUCTION  
NORTHEAST OF SUBJECT PARCELS**

## SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

### PROPERTY IDENTIFICATION

**Address:** Lots 1 and 2 on the North Side of Grand Avenue, East of Latoria Ln, Franklin Park, Cook County, IL, 60131  
Also identified as 10500 Grand Ave. by Cook County Assessor

**Description:** The subject property includes two finished lots with offsite detention, located along the north side of Grand Avenue. The lots will share a common road with the Franklin Marketplace, a commercial subdivision located immediately east of the subject at the northwest corner of Grand Avenue and Mannheim Road in the Village of Franklin Park. According to a site plan provided by the client, the east lot is identified as Lot 1, and will have an estimated 36,950 sf, and the west lot is Lot 2, and will have an estimated 33,550 sf. The lots will be separated by an access road with a curb cut onto Grand Avenue. This road will provide ingress and egress to both of the subject lots, and will connect with the adjacent Franklin Marketplace. Once end users are secured for the subject lots, the village expects to get approval for a traffic signal at the subject's curb cut onto Grand Avenue.

**Tax Identification:** 12-29-203-065 & -066

**Census Tract:** 8117.01

**Owner:** Village of Franklin Park

**Sale & Listing History And Pending Contract:** The subject property has not been sold in the past three years. It is currently offered for sale, with the price being subject to offer. According to a representative for the Village of Franklin Park, they have not had any interest.

### SCOPE OF WORK SUMMARY

**Report Type:** Appraisal Report

**Date of Report:** November 5, 2024

**Type of Value:** Market Value

**Property Rights Appraised:** Fee Simple

**Intended Use:** The intended use is to establish market value under stated hypothetical condition.

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

#### **PROPERTY CHARACTERISTICS**

##### **Land**

Parcel ID	Land Summary					Shape
	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)		
Lot 1 (East Site)	0.85	36,950	0.85	36,950	Roughly Rectangular	
Lot 2 (West Site)	0.77	33,550	0.77	33,550	Roughly Rectangular	
Totals	1.62	70,500	1.62	70,500		

**Zoning:** C3, General Commercial District

**Highest and Best Use of the Site:** Build-to-suit commercial development

**Hypothetical Conditions:** This appraisal is under the hypothetical condition that IDOT has granted approval for a traffic signal at the subject's curb cut onto Grand Avenue.

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

#### **VALUE CONCLUSION**

<u>Reconciled Value:</u>	<u>Lot 1 (East Parcel)</u>	<u>Lot 2 (West Parcel)</u>
Premise:	<i>As Site Improved (hypothetical condition)</i>	<i>As Site Improved (hypothetical condition)</i>
Value Type:	Market Value	Market Value
Property Rights:	Fee Simple	Fee Simple
Effective Date:	October 24, 2024	October 24, 2024
<b>Value Conclusion:</b>	<b>\$400,000</b>	<b>\$400,000</b>

## KEY ANALYSIS POINTS

The subject is located in the Village of Franklin Park, approximately 13.3 miles northwest of the Loop, 3.3 miles south of the southern boundary of O'Hare Airport, and 12.3 miles northwest of Midway Airport. The property is located one mile south of the "Mannheim" station along the Metra Rail's Milwaukee District West Line and has proximate expressway access just over one mile north to I-294. Bus routes run in proximity to the subject along Mannheim Road and Grand Avenue.

The subject property includes two improved lots located along the north side of Grand Avenue, immediately west of the Franklin Marketplace, a commercial subdivision in the Village of Franklin Park, IL. Franklin Marketplace is a six-lot (plus detention) commercial subdivision that has curb cuts on Mannheim Road, Grand Avenue and Crown Road, and cross access easements throughout the development. The lots in Franklin Marketplace are improved as follows: strip with Jersey Mikes, AT & T, and Taco Pros; former CVS that is now vacant; Sonic; Chase Bank; and a strip with Chipotle, Pizza Hut and T-Mobile. Additionally, there are water detention and storm management areas, and the largest lot is being developed with a Wyndham Garden Hotel. A free-standing Starbucks is at the hard corner of Grand Avenue and Mannheim Road, but is not a part of the plated subdivision, though it shares access easements.

The subject lots are fully improved and pad ready and contain  $36,950 \pm$  sf (Lot 1/East Lot) and  $33,550 \pm$  sf (Lot 2/West Lot). The easternmost portion of Lot 1 is within the boundaries of the platted Franklin Marketplace, and therefore, only Lot 1 is subject to the restrictive covenants associated with the subdivision. The subject sites are currently vacant and grass covered.

According to IDOT, 24,200 vehicles per day travel along Grand Avenue and 45,600 vehicles per day travel along this portion of Mannheim Road. This intersection has a high traffic count providing good exposure to the development, however the subject lots are located on Grand Avenue which has a lower traffic count than Mannheim Road. The two subject lots will contain 36,950 sf and 33,550 sf which is within a reasonable range for a pad site in a similar commercial subdivision with offsite detention.

Improvements along Grand Avenue in the area include a mix of residential, industrial and commercial uses. The south side of Grand Avenue, across from the subject property is improved with a church, the Grand Towers apartment complex and single-family residences whereas the north side of Grand, west of the subject is primarily improved with industrial properties.

Improvements on Grand Avenue near its intersection with Mannheim Road include a variety of commercial properties including neighborhood and community shopping centers, single tenant commercial buildings, auto repair, gas stations, restaurants, hotels and motels. There are also some light industrial buildings, particularly to the north, and township offices to the south. There is a shopping center on the southeast corner of Mannheim Road and Grand Avenue known as Rio Valley. It is anchored by Rio Valley Supermarket. The Mannheim District 83 School District and a house of worship are located at the southwest corner of Mannheim Road and Grand Avenue, and a gas station is located on the northeast corner.

Another large commercial development in the area is Grand Plaza, at 10207-37 Grand Avenue, which is a grocery-anchored (Jewel) shopping center on Grand Avenue,  $\frac{1}{4}$  mile east of Mannheim Road. Aside from Jewel, major tenants include Big Lots, Foreman Mills, Salvation Army, Sally

Beauty Supply and Just Tires. There are three buildings in the development, one of which has smaller retail spaces.

Following the 2009-2011 recession, there was little to no development of any type in the Village of Franklin Park. The industrial market began to recover first and there have been multiple large spec industrial projects in the village which have been rapidly absorbed and construction is ongoing. After 2016, two new small strip retail buildings and a free-standing Starbucks were constructed in or adjacent to Franklin Marketplace, marking the first new commercial / retail developments in the village in the past few years. All units are leased to national tenants. Most commercial and industrial zoned sites in the village are located within Enterprise Zones and / or TIF zones, which are an incentive for new development. Overall, commercial occupancy in well maintained properties along Mannheim Road in this area is high.

### Access

The subject property's location offers above average access to the area's major thoroughfares and expressways. Site improvements were completed in mid-2023 and both parcels are pad ready. Eventually, the subject lots will have access from a common road with a curb cut at a traffic controlled intersection along Grand Avenue. The common road will line up with the entrance to the Grand Towers apartment complex on the south side of Grand Avenue and will connect with the common road within Franklin Marketplace to the east. Franklin Marketplace has additional curb cuts on Grand Avenue, Mannheim Road and Crown Road. The current common road in Franklin Marketplace has a connection with Grand Avenue immediately west of the Sonic lot. This road will be demolished and used for stormwater management. Franklin Marketplace will have an ingress-egress easement allowing use of the new road and curb cut at the proposed signalized intersection at Grand Avenue. See below (subjects highlighted in yellow).



In addition to having good local accessibility, the subject also has above average regional accessibility. Access to Interstate 290 and Interstate 294 from North Avenue is located approximately 3 miles southwest of the subject. Interstate 294 can also be accessed approximately 2.2 miles north of the subject just east of Mannheim Road. These expressways provide quick access to O'Hare International Airport approximately 2 miles north of the subject. Public bus service is available along Mannheim Road. Metra Rail serves the community with two lines and two stations. The Milwaukee District West line has a depot at 3148 Rose Street while the North Central Line has a station at 9280 Belmont. Access to O'Hare International Airport is located a few miles northwest of the subject

### **East Lot and Restrictive Covenants**

Because the easternmost portion of Lot 1 is a part of Franklin Marketplace. Lot 1 will be subject to the "Easements, Covenants, Conditions and Restrictions" of Franklin Marketplace. As such, this lot cannot be improved with any use that is identified as an "exclusive" use in the subdivision. It benefits from the driveway easement, monument signage and offsite detention area, both of which are maintained by the subdivision "Operator" and each lot pays for the pro rata share of repairs and maintenance to these areas. A representative of Bradford Real Estate reported in 2018 that the total annual cost was about \$100,000, which is divided between the individual lot owners on a pro rata basis. This is a relatively common situation for a suburban shopping center. Included in the maintenance costs is snow removal, road patching, resurfacing and general maintenance.

Additionally, there are restrictive covenants prohibiting the use of the subject's east lot due to agreements of exclusive use with existing occupants in the center. The following uses are prohibited for this reason, until that tenant (CVS, Chase and Sonic) ceases to operate in the center: bank / mortgage lender / financial institution / insurance and securities services; drug store; greeting card / gift store; health and beauty store; one hour photo processing; candy store; dollar store; vitamin store; fast food / take out serving hamburgers, hot dogs, chicken products, ice cream / dairy products. This does not include a business whose primary purpose is the sale of sandwiches such as Subway, Potbelly, Panera, Jimmy John's, Chipotle, deli, bagel shop or any ethnic restaurant – all of which would be allowed. Prohibited restaurant users include McDonald's, Burger King, Hardee's, Culvers, Portillo's, Chik Fil A, Popeye's, Brown's, KFC, Oberweis or Dairy Queen. These restrictions run with the property but end when the leases or usage of the property by the existing tenants end (Chase, Sonic, CVS). It should be noted that CVS is now vacant, though it is unknown if the lease has expired. There are other uses that are not absolutely excluded but require the written consent of the owner. These uses include, but are not limited to: massage parlor, retail sale of drug paraphernalia, amusement center / arcade, warehouse, flea market, gambling facility or gun shop. The client reported that the west lot is not subject to the restrictive covenants, but the east lot is.

### **Site Improvements**

Site improvements were completed in mid-2023 to make the site pad ready at a cost of \$431,000. TIF funds were used to complete the site work. A portion of the site that was a special flood hazard area was filled and FEMA issued a letter of map revision for the west area which has been removed from the SFHA and is now Flood Zone X and there is no mandatory flood insurance. However, it states that portions of the property remain in the SFHA as follows:

**“PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 2 Properties.) Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.**

**STATE AND LOCAL CONSIDERATIONS (This Additional Consideration applies to all properties in the LOMR-F DETERMINATION DOCUMENT (REMOVAL))** Please note that this document does not override or supersede any State or local procedural or substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program”

The client stated that they have been in touch with IDOT about connecting the access road between these two parcels with the apartment complex on the south side of Grand Avenue and getting a traffic signal installed. IDOT stated that they would not commit to the signal until end users have been secured for the two subject lots and the final, larger undeveloped lot in Franklin Marketplace, which is now being developed with a hotel. The village is working to make this happen.

## SCOPE OF WORK

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

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

This appraisal is prepared for Mr. Nicholas Walny, at the Village of Franklin Park. The problem to be solved is to establish the market value under the stated hypothetical condition.

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

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

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

The intended use is to establish market value under stated hypothetical condition. This appraisal is intended for the use of Mr. Nicholas Walny of the Village of Franklin Park.

## SCOPE OF WORK

Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the Assessor's parcel numbers and common street address.
Inspection:	An on-site inspection of the subject property has been made, and photographs taken.
Market Area and Analysis of Market Conditions:	An analysis of market conditions has been made.
Highest and Best Use Analysis:	An as vacant highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.
Type of Values:	Market Value
<b><u>Valuation Analyses</u></b>	
Cost Approach:	A cost approach was not applied as the subject is vacant land.
Sales Comparison Approach:	A sales approach was applied as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.
Income Capitalization Approach:	An income capitalization approach was not applied as the subject is not an income producing property and this approach does not reflect market behavior for this property type.
Hypothetical Conditions:	This appraisal is under the hypothetical condition that IDOT has granted approval for a traffic signal at the subject's curb cut onto Grand Avenue.
Extraordinary Assumptions:	There are no extraordinary assumptions for this appraisal.

# MARKET AREA ANALYSIS

## *Location Map – Metro Area*



The subject is located in the Village of Franklin Park, approximately 13.3 miles northwest of the Loop, 3.3 miles south of the southern boundary of O'Hare Airport, and 12.3 miles northwest of Midway Airport.

### ***Market Area Location***

The subject is located in the Village of Franklin Park, approximately 13.3 miles northwest of the Loop, 3.3 miles south of the southern boundary of O'Hare Airport, and 12.3 miles northwest of Midway Airport. The major employers in the Chicago market area are as follows:

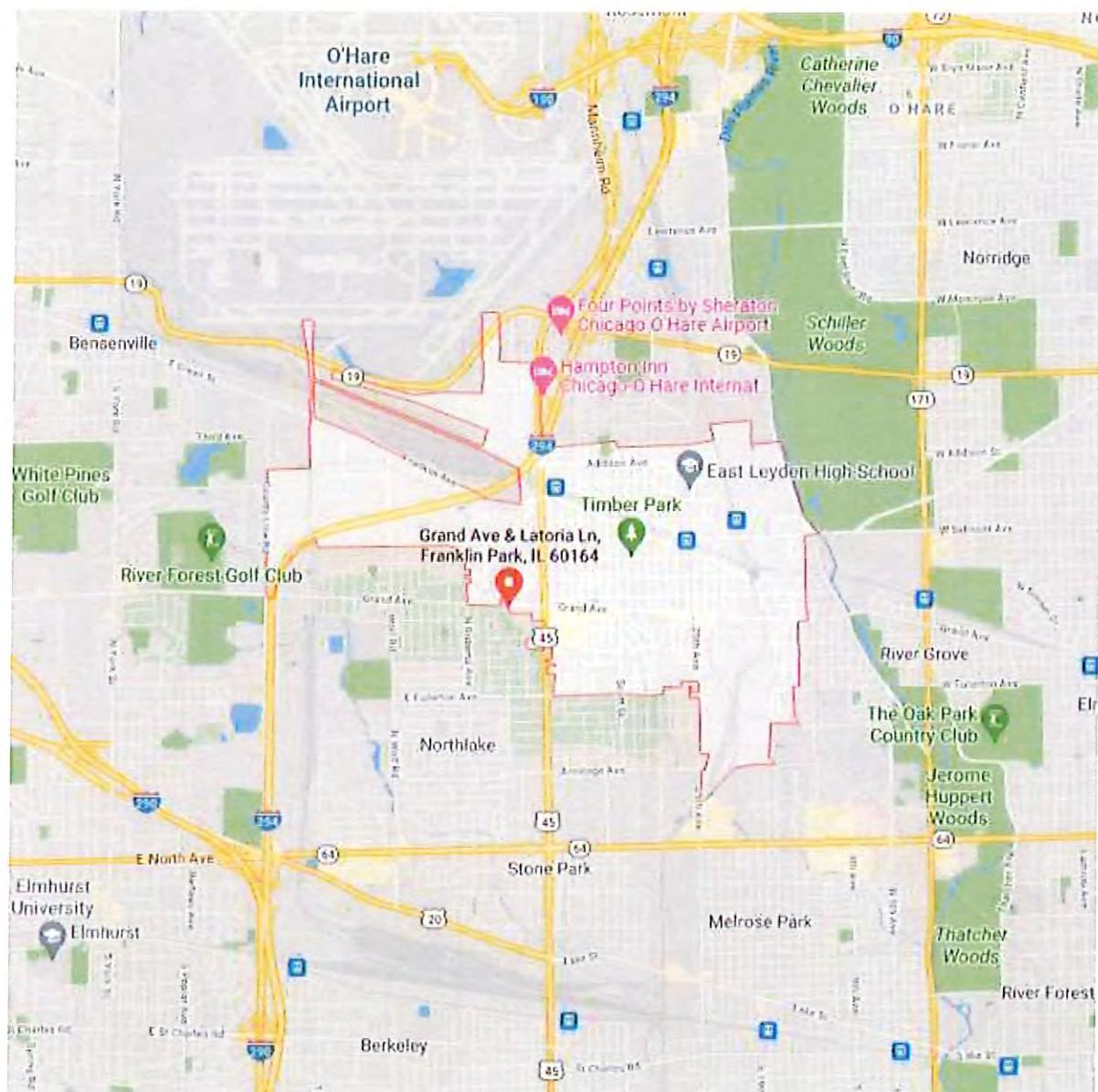
### ***CHICAGO AREA MAJOR EMPLOYERS 2020***

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

*Source: Crain's Chicago Business*

The nation's unemployment rate as of September 2024 was 4.1%, according to the Bureau of Labor Statistics. The Illinois unemployment rate as of August 2024 was 5.3%, and the Chicago metro area rate was 5.3%.

## Community Map



The subject is located within the Village of Franklin Park, IL, approximately 1.3 miles southwest of the "Mannheim" station along the Metra Rail's Milwaukee District West Line. The subject has proximate expressway access just over one mile north to I-294. Bus routes run in proximity to the subject along Mannheim Road and Grand Avenue.

## Population Trends

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

Demographic and Income Comparison Profile			
10500 Grand Ave, Franklin Park, Illinois, 60131		Prepared by Esri	
Rings: 1, 3, 5 mile radii		Latitude: 41.93113	
		1 mile	3 miles
			5 miles
<b>Census 2020 Summary</b>			
Population	18,275	105,543	360,135
Households	5,853	36,133	128,116
Average Household Size	3.12	2.89	2.77
<b>2024 Summary</b>			
Population	17,557	100,976	347,103
Households	5,772	35,672	126,855
Families	4,190	24,500	86,560
Average Household Size	3.04	2.80	2.70
Owner Occupied Housing Units	4,241	22,644	87,609
Renter Occupied Housing Units	1,531	13,028	39,246
Median Age	39.3	39.3	40.6
Median Household Income	\$76,162	\$75,026	\$83,589
Average Household Income	\$93,381	\$94,117	\$116,707
<b>2029 Summary</b>			
Population	17,004	97,709	337,141
Households	5,743	35,512	126,663
Families	4,157	24,303	86,095
Average Household Size	2.96	2.72	2.63
Owner Occupied Housing Units	4,326	23,248	89,684
Renter Occupied Housing Units	1,417	12,265	36,979
Median Age	39.9	40.3	41.6
Median Household Income	\$91,632	\$85,494	\$96,975
Average Household Income	\$110,019	\$110,154	\$134,749
<b>Trends: 2024-2029 Annual Rate</b>			
Population	-0.64%	-0.66%	-0.58%
Households	-0.10%	-0.09%	-0.03%
Families	-0.16%	-0.16%	-0.11%
Owner Households	0.40%	0.53%	0.47%
Median Household Income	3.77%	2.65%	3.02%

The populations within the above radii cited above are expected to decrease minimally between 2024 and 2029. This population trend is consistent with a market in the stabilization phase of the neighborhood life cycle.

## Household Income

The 2024 median household income within a one-mile radius of the subject property was \$76,162, while household incomes were slightly lower at \$75,026 and higher at \$83,589 for the three-mile and five-mile radii, respectively. These levels are above the median for the metro area, which was \$82,900 as of 2022. Median household incomes within each of the aforementioned rings of the subject are expected to increase by between 2.65% to 3.77% per year through 2029.

## Housing Trends

### For-Sale Housing

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

MLS 131: FRANKLIN PARK								
Property Type	10/1/2021-9/30/2022		10/1/2022-9/30/2023		10/1/2023-9/30/2024		% Change	% Change
	# Units	Med. Price	# Units	Med. Price	# Units	Med. Price	Prior Year	Most Recent Yr.
Detached	185	\$279,000	139	\$295,000	139	\$315,000	5.7%	6.8%
Attached	15	\$200,000	15	\$202,000	6	\$183,150	1.0%	-9.3%
2-4 Unit	7	\$390,000	1	\$333,500	4	\$377,500	-14.5%	13.2%

Median sale prices for detached properties have increased over the past two years. Sales volume decreased for the prior 12 month period, but was stable in the most recent 12 month period. Sales volume for attached and 2-4 unit properties is too low to determine a reliable trend. Median sale prices for detached properties are below the median for the Chicago metro area as a whole, which was \$324,900 as of 2023. Overall, the area's for-sale residential market is considered to be appreciating, though on lower volume.

## Retail Market

Marcus & Millichap 2Q/2024 – Chicago Metro Area

Chicago's vacancy hits record low as construction slows. Chicago's retail vacancy rate dropped to a new low of 5.1 percent in mid-2024, marking seven consecutive quarters of decline that each set new records. Prior to this streak, the lowest vacancy rate was 5.9 percent in 2018. This market tightness is primarily the result of a significant reduction in construction since 2020, in conjunction with the increase in cost and the decline in construction financing availability. In 2023 alone, completions were down nearly 80 percent from the long-term average, and projections indicate an even further decrease this year. Redevelopment efforts — such as converting obsolete mall spaces into multifamily units — have also helped tighten market conditions, contributing to the low vacancy rates. Still, some major construction projects are being planned, including the proposed \$7 billion expansion of the United Center, which will add housing, retail, entertainment and public open spaces.

Single-tenant retailers have led Chicago in absorption. Over the four-quarter period ended in June, Chicago's single-tenant retailers absorbed nearly 1.4 million square feet on net, accounting for approximately 93 percent of the metro's total net absorption during this time. Leasing activity was most robust in the metro's north and northwest neighborhoods along Interstate 90, where nearly half of the total absorbed square footage was located. A growing local resident base has been a major draw for gyms, hardware vendors and other stores, mainly in spaces from 25,000 to 40,000 square feet.

## ***CoStar Retail Vacancy and Rental Rates – 2.0 Mile Radius***

The following chart presents the retail vacancy and market asking rental rates over the past five years within a two-mile radius of the subject as reported by CoStar. CoStar covers a representative sampling of properties in the marketplace, but not all properties.



According to CoStar, the retail vacancy rate in the market area has fluctuated between 1% and 5.4% over the last five years. It peaked in the fourth quarter of 2022. It currently stands at 3.8%, slightly above the five year average of 3.53%. It is expected to stabilize around 3.7%. CoStar does not include all properties, and while vacancy is low in the area, it is likely higher than that reported by CoStar. Also, a CVS store in the subject's shopping center is vacant. Market rent trended upward until 2024 when it stabilized. It is expected to increase modestly in the next few years. It currently stands at \$17.17 psf combined net and modified gross.

### ***Market Area Summary***

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

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

Overall, the subject's Franklin Park location indicates stable demographic trends and a for-sale housing market that is increasing. There has been some recent commercial construction within the subject's subdivision, as well as some free-standing commercial properties further south on Mannheim Road (car wash and gas station on separate sites). Retail vacancies in the area is low, though a CVS just east of the subject in the Franklin Marketplace shopping center is vacant.

## Property Description

### Site

SITE					
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Shape
Lot 1 (East Site)	0.85	36,950	0.85	36,950	Roughly Rectangular
Lot 2 (West Site)	0.77	33,550	0.77	33,550	Roughly Rectangular
Totals	1.62	70,500	1.62	70,500	

Site Size: Lot 1 (East) 36,950 sf (0.85 acres)  
 Lot 2 (West) 33,550 sf (0.77 acres)

Total: 70,500 sf (1.62 acres)

Shape: Each parcel is nearly rectangular

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

- Lot 1 - 146± feet of frontage on the north side of Grand Ave.
- Lot 2 - 120± feet of frontage on the north side of Grand Ave.

Both lots will have frontage on a to-be-constructed signalized access road off of Grand Ave, and will have access via easements over driveways through the neighboring Franklin Marketplace Shopping center, leading to additional curb cuts onto Grand Avenue, Mannheim Road and Crown Road

According to IDOT, the average daily traffic count along Mannheim Road is 45,600 vehicles per day, and along Grand Avenue, it is 24,200 vehicles per day.

Visibility: Unobstructed from Grand Ave.

Topography: Generally level topography. Grass covered.

Soil Conditions: The soil conditions at the subject are assumed to be typical of the region and adequate to support development.

Utilities: Electricity: The site is served by public electricity.  
Sewer: City sewer  
Water: City water  
Natural Gas: The site is served by a public gas company

Adequacy: The subject's utilities are typical and adequate for the market area.

Site Improvements:

- Overhead street lighting
- Concrete sidewalks
- Concrete curb and gutter system

Flood Zone:

FEMA Map Number: 17031C0367J  
FEMA Map Date: August 19, 2008

A portion of the site that was a special flood hazard area was filled, and FEMA issued a letter of map revision for the west area which has been removed from the SFHA and is now Flood Zone X and there is no mandatory flood insurance. However, it states that portions of the property remain in the SFHA as follows:

**“PORTIONS OF THE PROPERTY REMAIN IN THE SFHA**  
(This Additional Consideration applies to the preceding 2 Properties.) Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

**STATE AND LOCAL CONSIDERATIONS** (This Additional Consideration applies to all properties in the LOMR-F DETERMINATION DOCUMENT (REMOVAL)) Please note that this document does not override or supersede any State or local procedural or substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program”

Environmental Issues:

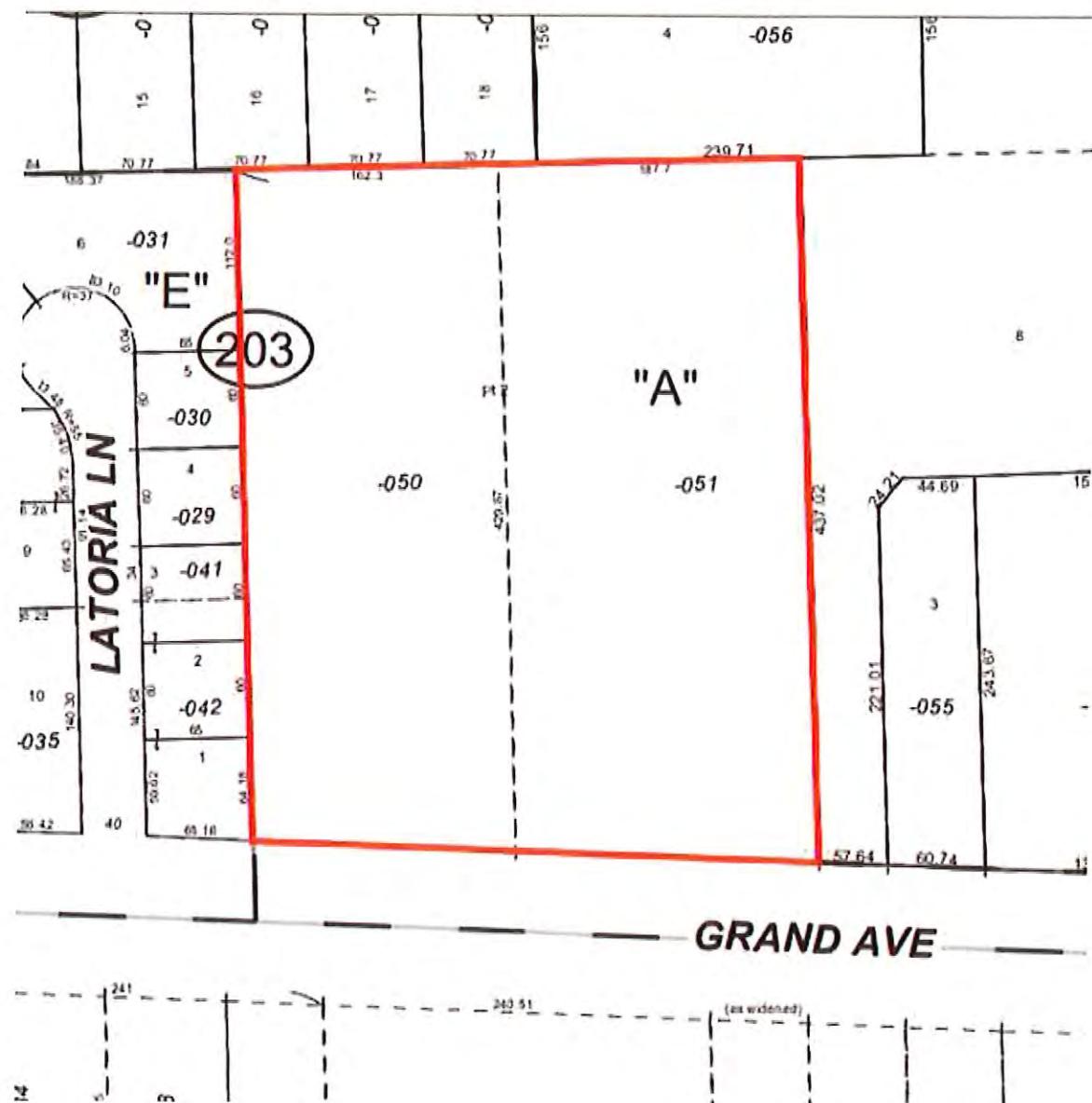
There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.

Encumbrance / Easements:

The subject will consist of two improved lots immediately adjacent to the Franklin Marketplace commercial subdivision. The access road leading to the subject lots will connect with the access road in Franklin Marketplace, and there will be cross access easements to

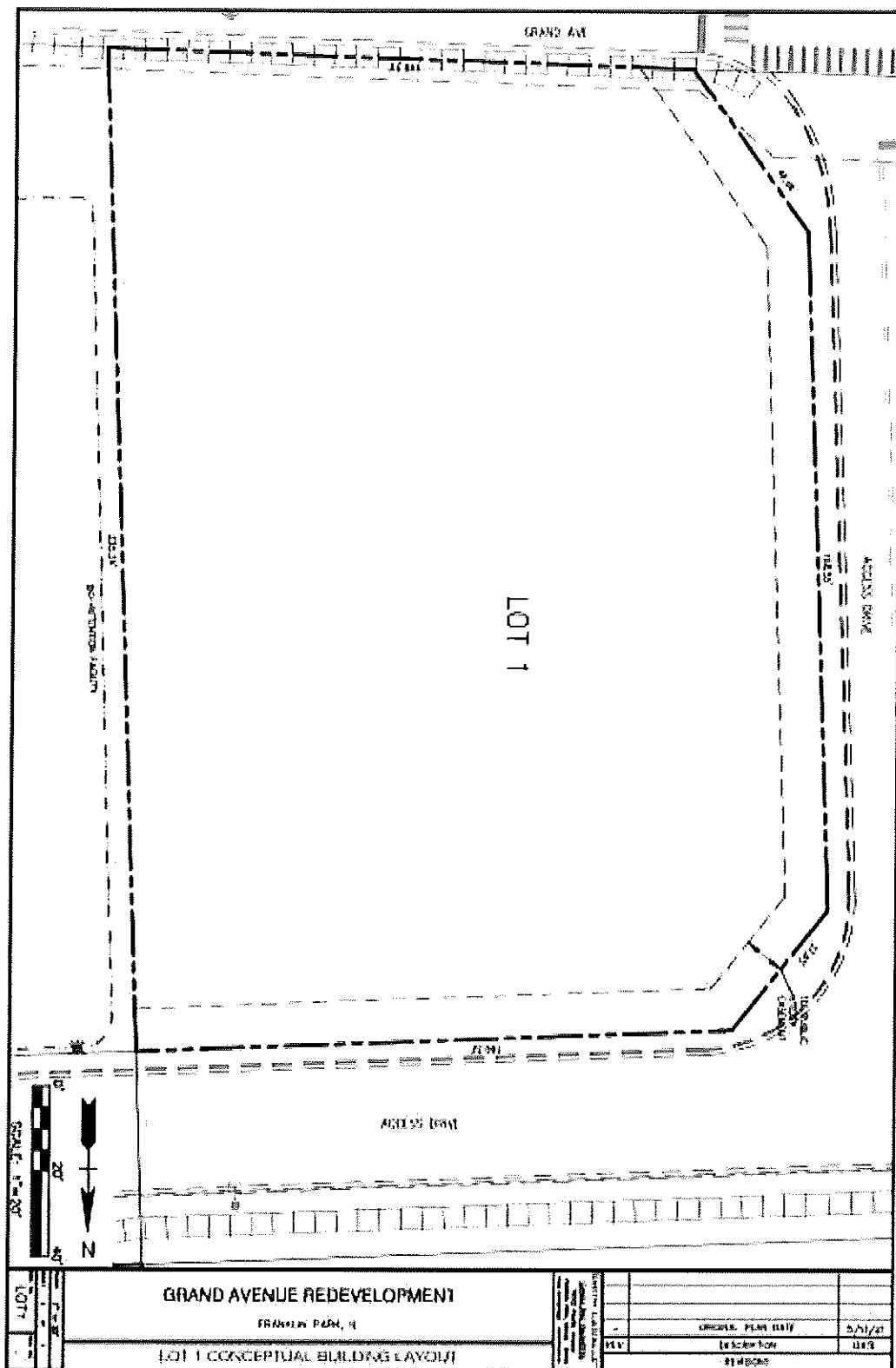
this effect. Additionally, the easternmost portion of the subject's east lot (Lot 1) is a portion of the platted Franklin Marketplace and therefore, Lot 1 is subject to the restrictive covenants of Franklin Marketplace. This is typical of suburban commercial subdivisions. There are restrictions against multiple uses within the subdivision, prohibiting use as a branch bank / financial institution, burger/hot dog/chicken, ice cream or soft serve dairy product restaurant, drug store, gift store, beauty aids store, or dollar store. There are no other known adverse encumbrances or easements. Please reference Limiting Conditions and Assumptions. We were not provided with details pertaining to maintenance costs for the subdivision.

### *Sidwell Map*

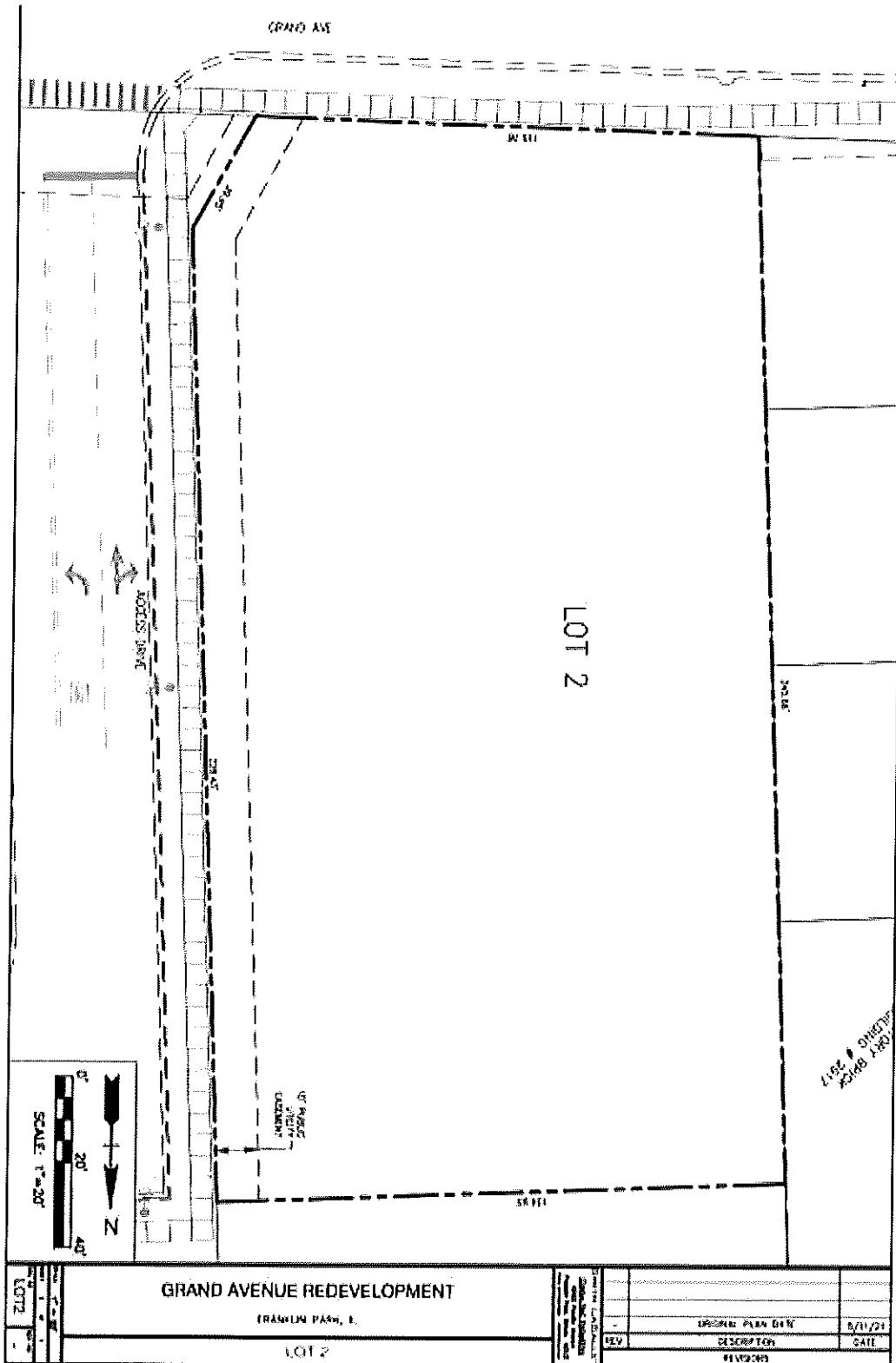


*Subject parcels are a portion of the above PINS. They have been divided and now have their own PINS.*

*Lot 1 (East Parcel)*

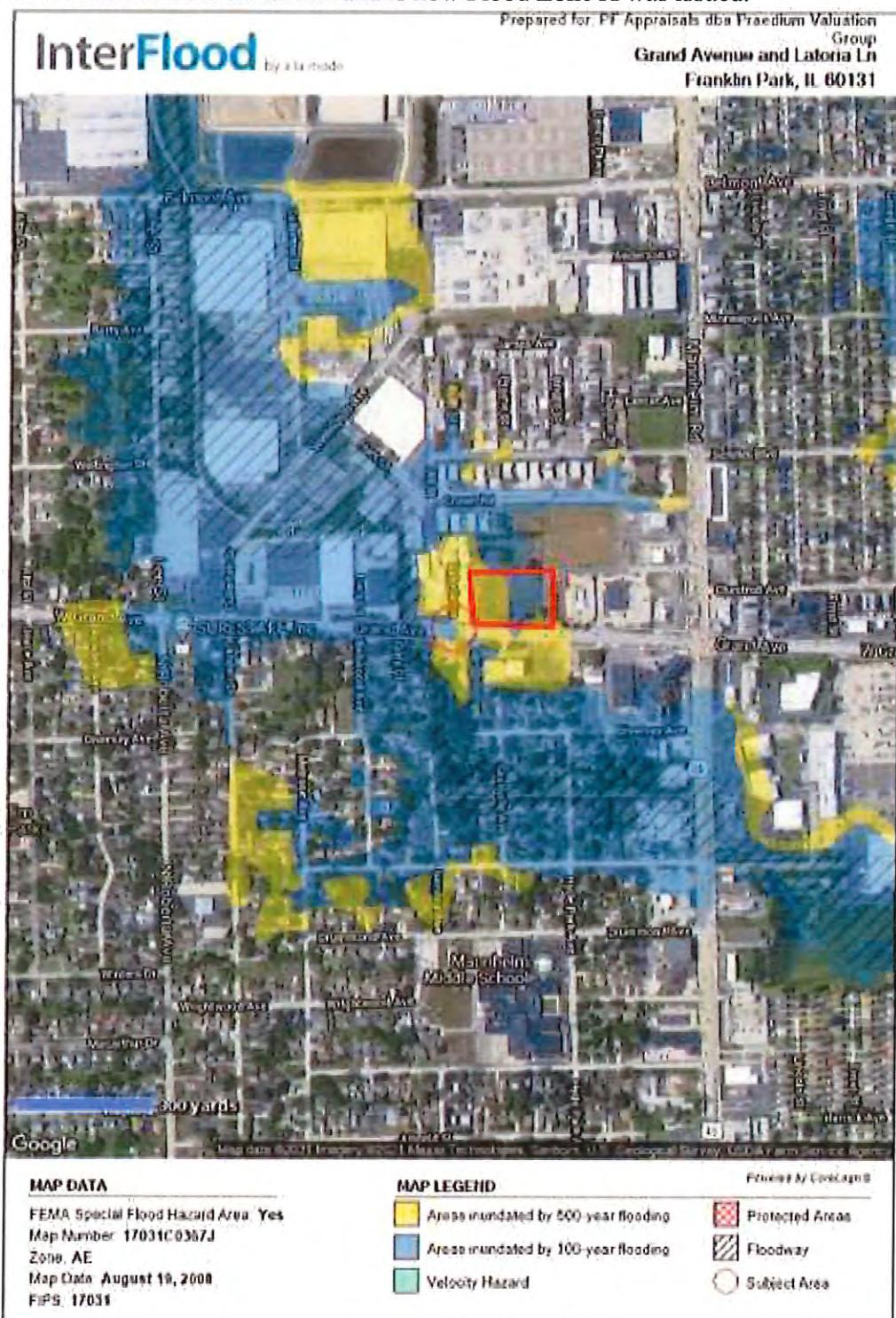


*Lot 2 (West Parcel)*



### *Flood Map*

Based on a review of the Flood map, the eastern portion of the subject is located in a Zone AE, a special flood hazard area inundated by 100-year flooding and the west portion is in an area inundated by 500-year flooding. However, a letter of map revision for the west area which has been removed from the SFHA and is now Flood Zone X was issued.



*Wetlands Map*



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

## ASSESSMENT AND TAXES

**Taxing Authority:** Cook County

**Assessment Year:** Tax Exempt

**Tax Identification:** 12-29-203-065 & -066

### ASSESSED VALUE

Real estate in Cook County is reassessed every three years. Taxes are payable in arrears in two installments. The first installment is an estimated bill based on the prior year's tax rate and assessed value. The second installment is then adjusted to reflect changes in assessed valuation or tax rates for that year. Taxes for 2024 would be due in 2025.

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

The local property tax rate was 10.568% in 2023 which decreased from 10.777 in 2022. The 2021 tax rate was 12.562.

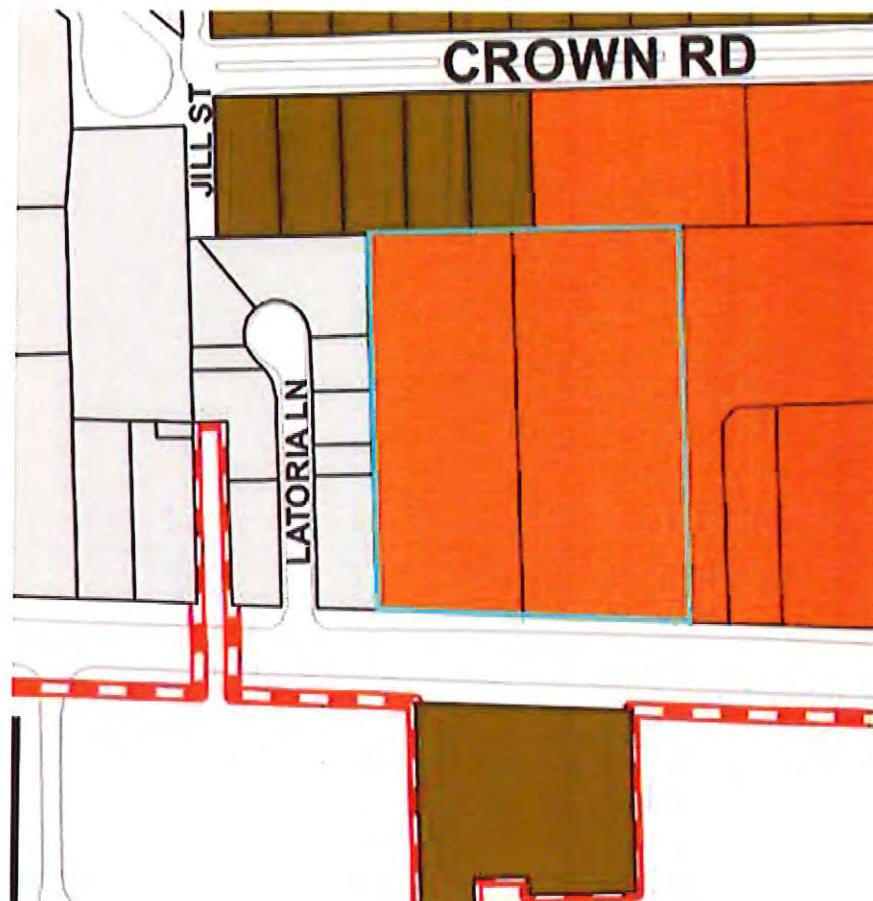
The local property tax rate is above average when compared to other Cook County municipalities, but similar to or lower than rates in some surrounding suburbs (Stone Park, Northlake, Melrose Park, Schiller Park). Also, the effective property tax rate in Franklin Park and surrounding Cook County communities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

## ZONING

The subject is zoned C3, General Commercial District by the Village of Franklin Park.

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

## ZONING MAP



C-1 Neighborhood Convenience	I-2 General Industrial
C-2-1 Community Shopping	R-1 Single Family
C-3 General Commercial	R-2 Single Family
C-M Commercial Manufacturing	R-3 General Residence
DT-1 Downtown Core	R-4 General Residence
DT-2 Downtown Mix	R-5 General Residential
DT-3 Downtown General	School
DT-4 Downtown Edge	Park
I-1 Restricted Industrial	Municipal Property

The subject is zoned C3, General Commercial District by the Village of Franklin Park.

Note: The subject is outlined in blue above

## HIGHEST AND BEST USE

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

Highest and Best Use may be defined as:

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

### ***Highest and Best Use – “As If Vacant”***

1. **Legally Permissible:** Private restrictions, zoning, building codes and other regulations establish use that are legally permitted. As indicated in the zoning section of this report, the subject is zoned C3, General Commercial District. The current zoning allows for a variety of commercial uses. Residential units are not allowed other than hotel / motel rooms and watchmen's quarters. Additionally, due to the restrictive covenants that apply for Lot 1, a variety of other uses specified earlier in this report, are also not permitted on this lot. Otherwise, there are no other restrictions preventing the development of the site in accordance with the existing C3 zoning requirements.
2. **Physically Possible:** Factors such as the size, shape, terrain, accessibility of land and the risk of natural disasters such as floods or earthquakes affect the use to which vacant land can be used. In the case of the subject, the site is adequate in terms of size, frontage, terrain and depth to accommodate most types of developments permitted by the subject's C3 zoning.
3. **Financially Feasible:** Uses that meet the first two criteria include a variety of commercial developments, though current economic conditions would likely prevent speculative development, limiting development to a build-to-suit. Mannheim Road and Grand Avenue is a very high traffic count intersection, and the subject's subdivision is home to some national tenants (Starbucks, Chase, Sonic, Chipotle, Jersey Mikes). The majority of the surrounding uses on Mannheim Road are single-story commercial buildings, though there are low-rise multifamily improvements to the northwest. Our review of the area indicated that there is some vacant land inventory in the area that is available for future development opportunities. Also, there are some older, obsolete structures along Mannheim Road that would make for good redevelopment sites if demand should necessitate. The subject lots will have cross access from a subdivision at the prime corner of Mannheim Road and Grand Avenue, but the subject lots have an inferior location than the lots fronting directly on Mannheim Road. Additionally, since other lots in the development have already been improved, those users obtained exclusives and the restrictive covenants now prohibit uses that are similar to some of the existing uses (drug store, branch bank, burger / hot dog / chicken restaurant, ice cream shop, etc). This only pertains to subject Lot 1. The development has large monument signs along both thoroughfares, and good access within the development.

4. **Maximally Productive:** Of the financially feasible uses, the one creating the highest present land value is the most profitable use of the site as if vacant. Under current economic conditions, the most probable use would be for a build-to-suit commercial building on each of the subject lots. The most probable buyer of the subject would be an investor or developer for land development purposes. In conclusion, the Highest and Best Use of the site, as if vacant and ready for development, is: Build-to-suit commercial development.

## VALUATION METHODOLOGY

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

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

### Cost Approach

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

$$\begin{aligned} &\text{Cost New} \\ &- \text{Depreciation} \\ &+ \underline{\text{Land Value}} \\ &= \text{Value} \end{aligned}$$

### Sales Comparison Approach

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

### Income Capitalization Approach

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

### Final Reconciliation

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

***Analyses Applied***

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

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

**An income analysis** was considered and was not developed because the subject is not an income producing property and this approach does not reflect market behavior for this property type.

## SALES COMPARISON APPROACH

### *Land Valuation*

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

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

### *Land Comparables*

We have researched five comparables for this analysis. The comparables are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction and/or by public record. The following data is considered the most pertinent available. The subject is comprised of two Lots identified as Lot 1 and Lot 2. The following analysis will be regarding Lot 2, with Lot 1 addressed subsequently. Lot 2 is not subject to any restrictive covenants.

Comp	Address	Date	Zoning	Property Rights	Land SF
Subject	City	Price	Topography	Shape	Price Per Land SF
1	10468 W Grand Ave Franklin Park	12/27/2022 \$862,861	C-3 Generally Level	Fee Simple Irregular	117,612 \$7,34
2	257-277 E North Ave	3/5/2021	C-3	Fee Simple	122,076
3	Villa Park	\$1,100,000	Level	Irregular - Avg.	\$9.01
4	2506 Mannheim Rd	12/20/2022	C-4, Unincorporated	Fee Simple	86,249
5	Leyden Township	\$1,025,000	Level	Nearly Rectangular	\$11,88
4	1180 W. Irving Park Rd	8/24/2023	C-2, Commercial	Fee Simple	52,272
	Bensenville	\$850,000	Level	Nearly Rectangular	\$16,26
5	3700 N Mannheim Rd	2/15/2022	C-3	Fee Simple	269,636
	Franklin Park	\$5,000,000	Level	Irregular	\$18.54

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**Land Comparable 1**

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**Transaction**

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<b>ID</b>	12907	<b>Date</b>	12/27/2022
<b>Address</b>	10468 W Grand Ave	<b>Price</b>	\$862,861
<b>City</b>	Franklin Park	<b>Price Per Land SF</b>	\$7.34
<b>State</b>	IL	<b>Financing</b>	Conventional
<b>Tax ID</b>	12-29-203-061 thru 063	<b>Property Rights</b>	Fee Simple
<b>Grantor</b>	Village of Franklin Park	<b>Days on Market</b>	5076
<b>Grantee</b>	WGHotels LLC	<b>Verification</b>	CoStar, Seller

**Book/Page or Reference Doc** Seller Verified

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**Site**

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<b>Acres</b>	2.70	<b>Topography</b>	Level
<b>Land SF</b>	117,612	<b>Zoning</b>	C-3
<b>Road Frontage</b>	Interior	<b>Flood Zone</b>	X
<b>Shape</b>	Irregular	<b>Encumbrance or</b>	Typical SC
<b>Utilities</b>	All Utilities Available	<b>Easement</b>	
		<b>Environmental Issues</b>	None Known

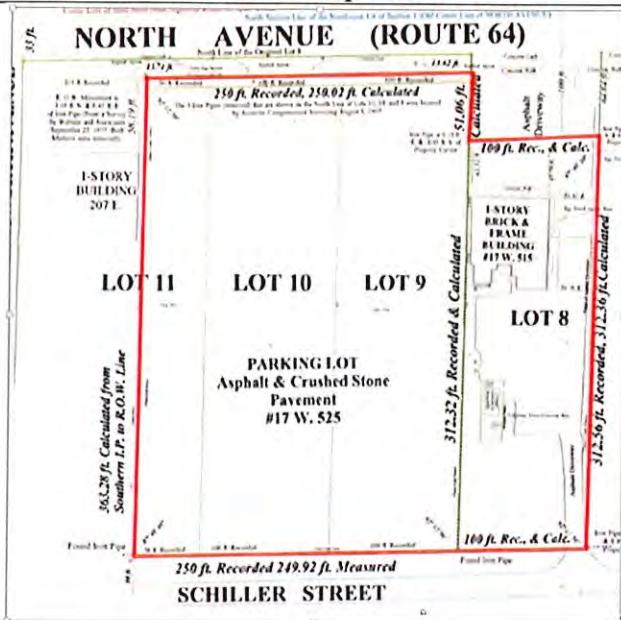
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**Comments**

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This was the sale of a 2.7 acre site that is set behind the Franklin Marketplace shopping center with some frontage on Crown Road and cross shopping center easements for access from Mannheim Rd and Grand Ave. The Village of Franklin Park sold the site to the WGHotels, and a Wyndham Garden Hotel is currently being constructed on the site.

## Land Comparable 2



### Transaction

<b>ID</b>	7878	<b>Date</b>	3/5/2021
<b>Address</b>	257-277 E. North Ave	<b>Price</b>	\$1,100,000
<b>City</b>	Villa Park	<b>Price Per Land SF</b>	\$9.01
<b>State</b>	IL	<b>Financing</b>	Conventional
<b>Tax ID</b>	06-03-101-005, -029 and -	<b>Property Rights</b>	Fee Simple
<b>Grantor</b>	Village of Villa Park	<b>Days on Market</b>	--
<b>Grantee</b>	Cat Villa Park LLC	<b>Verification</b>	CoStar, Village Official, Deed

Book/Page or Reference Doc R2021-038179

### Site

<b>Acres</b>	2.80	<b>Topography</b>	Level
<b>Land SF</b>	122,076	<b>Zoning</b>	C-3
<b>Road Frontage</b>	Interior, Dual Frontage	<b>Flood Zone</b>	No
<b>Shape</b>	Irregular - Avg.	<b>Encumbrance or</b>	Cell tower easement
<b>Utilities</b>	At site	<b>Environmental Issues</b>	None known

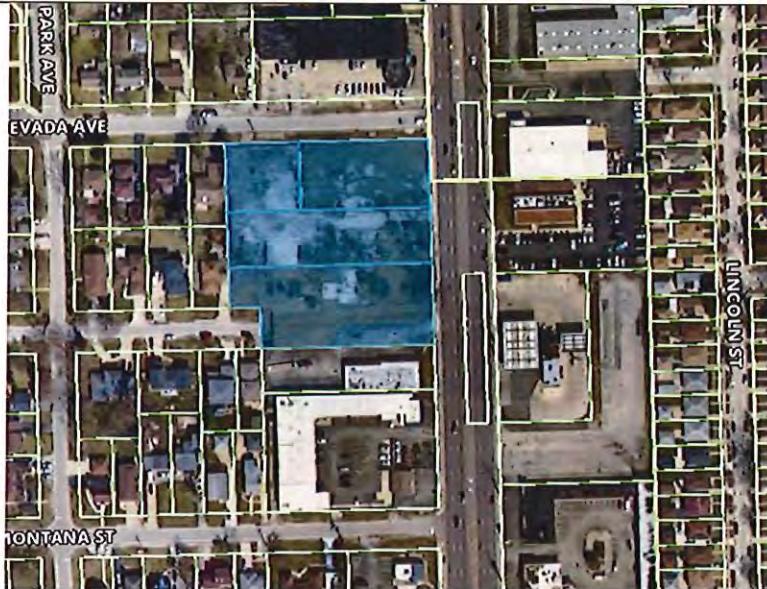
### Comments

According to Patrick Burke with the Village of Villa Park, the sale property is an irregular-shaped, interior site located on the south side of North Avenue, and also has frontage on the north side of Schiller Street. The site was owned by the village and had been marketed at a list price of \$1,200,000 prior to going under contract. The parcel is encumbered by an easement for ingress and egress to a cell tower located on the property, and the cell tower lease was included in the transaction. The lease rate was approximately \$1,250 per month and the lease runs through 2028, plus options. While this resulted in a premium, the property sold with some soil contamination that the buyer would have to clean up, and the estimated cost was in the \$100,000 to \$150,000 range. North Avenue has a traffic count of 44,000 vehicles per day at this location, however, it is a divided roadway with raised median, and the site is not accessible to westbound traffic on North Avenue. The buyer has since constructed an indoor shooting range and gun shop to be known as Shoot Point Blank, which is the largest operator of indoor shooting ranges with 32 locations.

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### Land Comparable 3

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#### Transaction

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<b>ID</b>	12909	<b>Date</b>	12/20/2022
<b>Address</b>	2506 Mannheim Rd	<b>Price</b>	\$1,025,000
<b>City</b>	Leyden Township	<b>Price Per LandSF</b>	\$11.88
<b>State</b>	IL	<b>Financing</b>	Cash
<b>Tax ID</b>	12-29-418-011, -021, -022, -010	<b>Property Rights</b>	Fee Simple
<b>Grantor</b>	Nevada Prop LLC	<b>Days on Market</b>	703
<b>Grantee</b>	Town of Leyden	<b>Verification</b>	MLS#10954694, CCC

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#### Book/Page or Reference Doc 2300625157

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#### Site

<b>Acres</b>	1.98	<b>Topography</b>	Level
<b>Land SF</b>	86,249	<b>Zoning</b>	C-4, Unincorporated
<b>Road Frontage</b>	Non Sig Corner	<b>Flood Zone</b>	X
<b>Shape</b>	Nearly Rectangular	<b>Encumbrance or</b>	None Known
<b>Utilities</b>	All Utilities Available	<b>Environmental Issues</b>	None Known - Phase 1

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#### Comments

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This was the sale of four parcels totaling 1.98 acres located on a non-signal corner. It was zoned C-4, Commercial by Unincorporated Cook County at the time of sale. Previous improvements had already been demolished and site was clean and level. The buyer, Leyden Township, is proposing a zoning change to R-8, General Residential in order to build a 4-story affordable senior housing development with 80 units as well as parking and a senior community center.

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#### Land Comparable 4

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#### Transaction

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<b>ID</b>	12910	<b>Date</b>	8/24/2023
<b>Address</b>	1180 W. Irving Park Rd	<b>Price</b>	\$850,000
<b>City</b>	Bensenville	<b>Price Per LandSF</b>	\$16.26
<b>State</b>	IL	<b>Financing</b>	Cash
<b>Tax ID</b>	03-14-117-004 thru 013	<b>Property Rights</b>	Fee Simple
<b>Grantor</b>	HITT LLC	<b>Days on Market</b>	416
<b>Grantee</b>	LSCD of Bensenville LLC	<b>Verification</b>	MLS#11139249, DuPage County, Broker

Book/Page or Reference Doc 23-056000

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#### Site

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<b>Acres</b>	1.20	<b>Topography</b>	Level
<b>LandSF</b>	52,272	<b>Zoning</b>	C-2, Commercial
<b>Road Frontage</b>	Interior/RR Tracks/Route	<b>Flood Zone</b>	X
<b>Shape</b>	Nearly Rectangular	<b>Encumbrance or</b>	None Known
<b>Utilities</b>	All Utilities Available	<b>Environmental Issues</b>	None Known

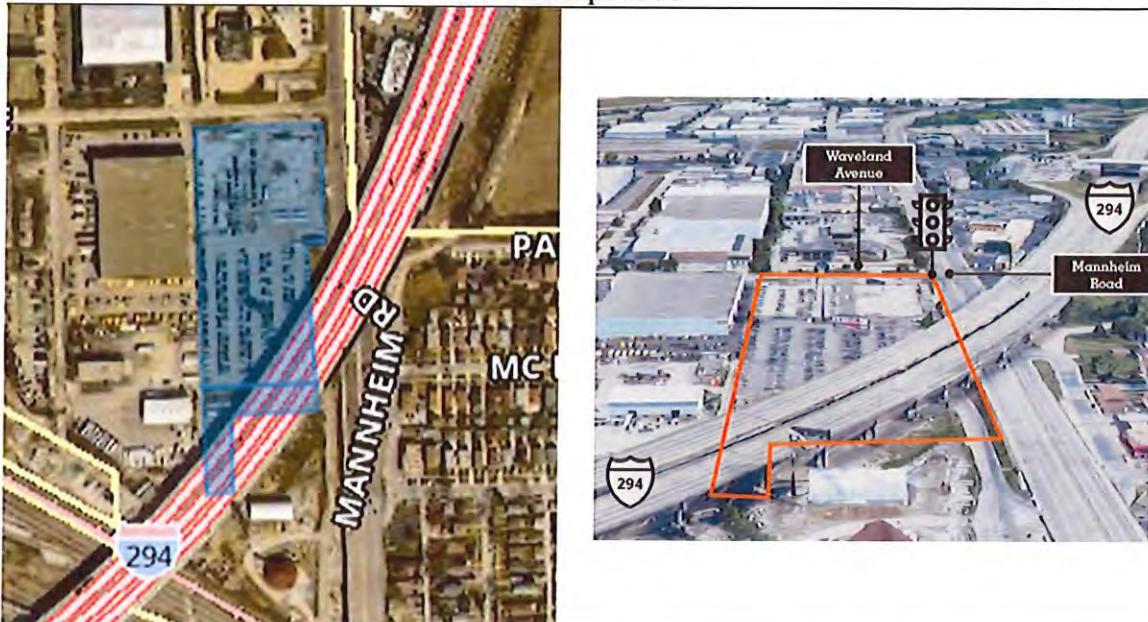
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#### Comments

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This was the sale of a 1.2 acre parcel located on Irving Park Road near the embankment/underpass of Route 83. There is good visibility travelling west on Irving Park, while visibility traveling east would be hindered by the underpass of Route 83. It is vacant and backs to railroad tracks. It is zoned C-2, Commercial, which allows for a variety of residential and commercial uses. There had been a billboard on the site, but the Village had the seller remove it before going forward with any development and the broker said it did not have any impact on the sale. The site was clean and all utilities were to the site. The buyer was planning on constructing a self-storage facility.

### Land Comparable 5



#### Transaction

<b>ID</b>	12908	<b>Date</b>	2/15/2022
<b>Address</b>	3700 N Mannheim Rd	<b>Price</b>	\$5,000,000
<b>City</b>	Franklin Park	<b>Price Per LandSF</b>	\$18.54
<b>State</b>	IL	<b>Financing</b>	Conventional
<b>Tax ID</b>	12-20-202-007 & -039	<b>Property Rights</b>	Fee Simple
<b>Grantor</b>	LR 3700 Mannheim Arena	<b>Days on Market</b>	216
<b>Grantee</b>	Quicktrip Corp	<b>Verification</b>	CoStar, CCC, Broker

**Book/Page or Reference Doc** 2204622017

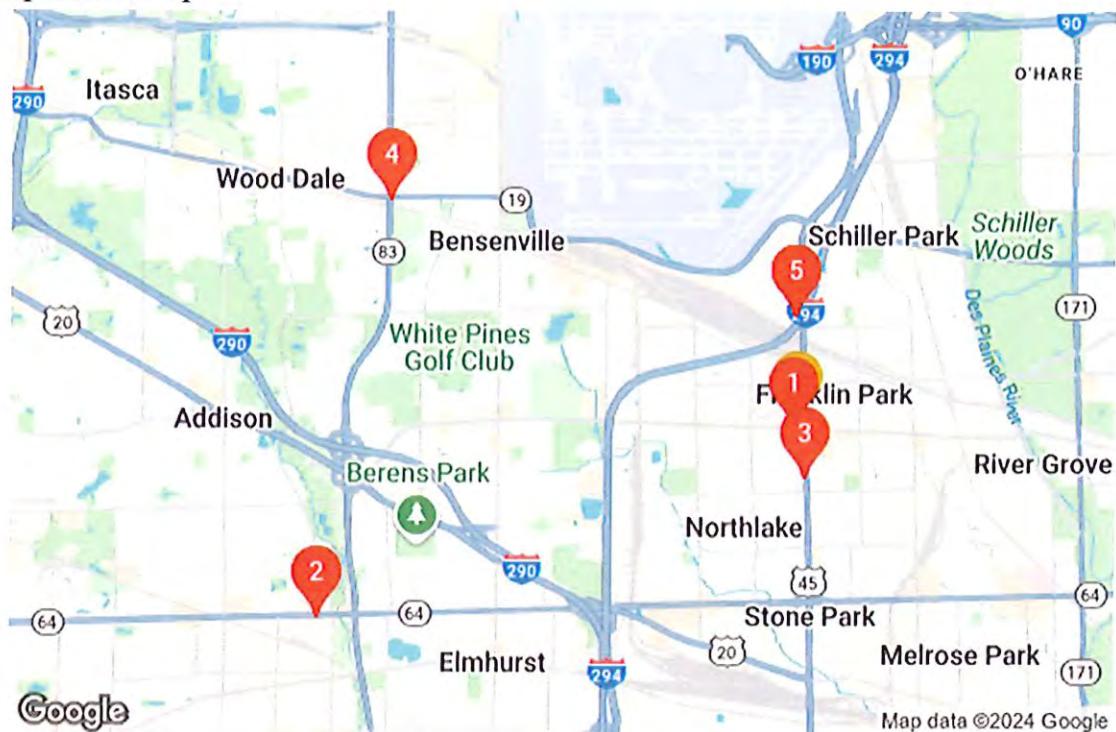
#### Site

<b>Acres</b>	6.19	<b>Topography</b>	Level
<b>Land SF</b>	269,636	<b>Zoning</b>	C-3
<b>Road Frontage</b>	Sig Corner	<b>Flood Zone</b>	-
<b>Shape</b>	Irregular	<b>Encumbrance or</b>	Typical
<b>Utilities</b>	All Utilities Available	<b>Environmental Issues</b>	None Known

#### Comments

This was the sale of a 6.19 acre site zoned C-3 with 350' of frontage along Mannheim Rd. The south portion runs underneath the I-294 expressway and there is some visibility from the expressway. It was utilized as a parking lot. The buyer was QuickTrip who is planning a gas station for the site. The broker did not think there were any environmental concerns and there were no other sale conditions affecting the price.

*Comparables Map*



Subject behind Comp 1

### *Analysis Grid*

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

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

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

Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
Address	Lot 2 on North Side of Grand Ave	10468 W Grand Ave	257-277 E North Ave	2506 Mannheim Rd	1180 W. Irving Park Rd	3700 N Mannheim Rd
City	Franklin Park	Franklin Park	Villa Park	Leyden Township	Bensenville	Franklin Park
State	IL	IL	IL	IL	IL	IL
Date	10/24/2024	12/27/2022	3/5/2021	12/20/2022	8/24/2023	2/15/2022
Price	--	\$862,861	\$1,100,000	\$1,025,000	\$850,000	\$5,000,000
Land SF	33,550	117,612	122,076	86,249	52,272	269,636
Land SF Unit Price	--	\$7.34	\$9.01	\$11.88	\$16.26	\$18.54
Transaction Adjustments						
Property Rights	Fee Simple	Fee Simple	10.0%	Fee Simple	0.0%	Fee Simple
Financing	Conventional	Conventional	0.0%	Conventional	0.0%	Cash
Conditions of Sale	N/A	Normal	0.0%	Normal	0.0%	Normal
			10.0%		0.0%	0.0%
Expend. After Sale		\$0.00		\$0.00		\$0.00
			0.0%		0.0%	0.0%
Adjusted Land SF Unit Price		\$8.07	\$9.01	\$11.88	\$16.26	\$18.54
Market Trends Through	10/24/2024	-3.0%	0.0%	-3.0%	0.0%	-5.0%
Adjusted Land SF Unit Price		\$7.83	\$9.01	\$11.53	\$16.26	\$17.62
Location	Average	Inferior		Superior		Similar
% Adjustment		5%		-7%		-5%
\$ Adjustment		\$0.39		-\$0.63		-\$0.58
Land SF	33,550	117,612	122,076	86,249	52,272	269,636
% Adjustment		5%		5%		3%
\$ Adjustment		\$0.39		\$0.45		\$0.35
Shape	Nearly Rectangular	Irregular		Irregular - Avg.		Nearly Rectangular
% Adjustment		0%		0%		0%
\$ Adjustment		\$0.00		\$0.00		\$0.00
Zoning	C3	C-3	C-3	C-4, Unincorporated	C-2, Commercial	C-3
% Adjustment		0%		0%		0%
\$ Adjustment		\$0.00		\$0.00		\$0.00
Site Comments	Ready for Pad	Utilities at site	Utilities at site	Utilities at site	Utilities at site	Utilities at site
% Adjustment	Utilities to site	0%	5%	5%	5%	5%
\$ Adjustment		\$0.00	\$0.45	\$0.58	\$0.81	\$0.88
Road Frontage	Sig. Corner (hypothetical)	Interior	Interior, Dual Frontage	Non Sig Corner	Interior/RR Tracks/Route 83	Sig Corner
% Adjustment		10%	5%	5%	7%	0%
\$ Adjustment		\$0.78	\$0.45	\$0.58	\$1.14	\$0.00
Adjusted Land SF Unit Price		\$9.39	\$9.73	\$12.45	\$18.21	\$21.14
Net Adjustments		20.0%	8.0%	8.0%	12.0%	20.0%
Gross Adjustments		20.0%	22.0%	18.0%	12.0%	30.0%

### ***Comparable Land Sale Adjustments***

#### **Property Rights**

The subject is valued on a fee simple basis. Lot 2 does not have any restrictions.

It appears that all of the comparables sold on a fee simple basis and Comps 2-5 do not have any use restrictions or common area maintenance requirements. No adjustments are required for these four comps. Comp 1 is in the Franklin Marketplace shopping center and has use restrictions and would be responsible for the cost of maintenance and repair for the shopping center subdivision. An upward adjustment is made.

#### **Financing**

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

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

#### **Conditions of Sale**

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

No atypical sale conditions were reported for Comps 1, 3, 4 or 5. They appear to have been typical market transactions, and no adjustments were necessary. Comp 2 sold with a cell tower on the site that was generating approximately \$1,250 per month in income with a lease that runs through 2028 with options. Conversely, it sold with some soil contamination that the buyer would have to remediate, and the estimated cost was \$100,000-\$150,000. These factors offset and no net adjustment is warranted. Comp 4 had a billboard, but it was removed before the sale and did not impact the price.

#### **Expenditures After Purchase**

The subject is vacant land and all Comps were purchased for their land value and were also vacant at the time of sale, as any prior improvements had been demolished before the sale.

#### **Economic Trends**

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

As stated, the subject's Franklin Park location indicates stable demographic trends and a for-sale housing market trending upward. The local retail market has low vacancies and increasing rents. Nonetheless, interest rate hikes began in March of 2022 through mid-2023, which resulted in higher cap rates and more costly borrowing for new construction and lower overall volume.

Comps 1 and 3 sold in late 2022 during interest rate hikes and Comp 5 sold in early 2022 right before the interest rate hikes began. These three comps are adjusted downward with Comp 5 requiring a stronger adjustment than Comps 1 and 3.

Comp 2 sold in early 2021 and experienced upward market trends before the interest rate hikes began. Any downward adjustment is off-set by the prior upward adjustment and no net adjustment is made.

Comp 4 sold in August 2023 under generally similar market conditions and no adjustment is made.

### Location

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

The subject property is located on the north side of Grand Avenue, just west of Mannheim Road. Mannheim Road has an average daily traffic count (ADTC) of 45,600 vehicles per day and Grand Avenue has an SDTC of 24,200 vehicles per day in this area. The subject has good visibility from Grand Avenue, but does not have direct frontage on Mannheim Road. The subject has direct access from Grand Ave and access from Mannheim Road and Crown Road to the north via cross-easements in the Franklin Marketplace shopping center.

Below is the population, traffic count, tax rate and co-tenancy for the subject and the comparables.

	Population 1-mile radius	Traffic Count	2023 Tax Rate	Surrounding Use	Overall Adjustment
Subject	17,557	24,200	10.57	Avg+	N/A
Comp 1	17,557	N/A	10.57	Similar	Inferior
Comp 2	23,146	44,000	N/A	Similar	Superior
Comp 3	19,785	43,700	10.13	Similar	Superior
Comp 4	14,832	29,300	9.1 (2022)	Inferior	Similar
Comp 5	13,141	47,200	10.72	Inferior	Superior

Comp 1 is located in the Franklin Marketplace shopping center, but does not have frontage on Mannheim Road or Grand Ave. Direct access and frontage is off of Crown Road which does not

have a traffic count. Overall, the location is inferior due to inferior frontage and traffic count. An upward adjustment is made.

Comp 2 is located on North Ave in Villa Park. The population is slightly higher and the traffic count is higher. The tax rate could not be determined and surrounding uses are generally similar. Overall, a downward adjustment is required.

Comp 3 is located south of the subject on Mannheim Rd in Leyden Township. The traffic count is higher while population, tax rate and surrounding uses are generally similar. A downward adjustment is required.

Comp 4 is located in Bensenville. The population is slightly lower and the traffic count is slightly higher. There is also some exposure on Route 83. The tax rate is slightly lower but the surrounding uses are inferior. Overall, adjustments net out.

Comp 5 is located north of the subject on Mannheim Rd. The population count is slightly inferior, but the traffic count is higher. There may also be some exposure from I-294. The tax rate is similar. Surrounding uses are inferior, as it is more industrial at this location. Overall, a downward adjustment is warranted.

#### Size

Size adjustments are necessary when there are significant differences in site size. There is usually an inverse relationship between unit value and size, with smaller sites selling at higher prices per square foot of value than larger sites, all else being equal. The subject property contains 36,950 sf of land.

Comps 1-3 and Comp 5 are large enough to warrant an upward adjustment. Comp 4 is similar in size and not adjusted.

#### Shape

The subject site is nearly rectangular. All Comps are nearly rectangular or slightly irregular, but the shape would not hinder development. No adjustments are warranted.

#### Zoning

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

The subject is zoned C3, General Commercial District by the Village of Franklin Park.

The comps are generally similar to the subject in terms of allowable uses and density and no adjustments are warranted for zoning.

#### Site Improvements

The subject site is a development ready pad site in a commercial subdivision, which has off-site detention within the center. All utilities are available at the lot lines. Also, there is a common interior road within the retail subdivision.

All of the comparables were previously improved lots with utilities at the lot lines, but Comps 2-5 do not have off-site detention or the common roads and monument signs of the subject site. Therefore, upward adjustments are warranted. Comp 1 is in the subject shopping center with similar improvements and is not adjusted.

#### **Road Frontage / Block Location**

The subject will be located on a signalized corner location (hypothetical condition).

Comp 1 is an interior location and adjusted upward.

Comp 2 is an interior site but with dual frontage. A smaller upward adjustment is made.

Comp 3 is a non-signal corner and adjusted upward.

Comp 4 is an interior block location and backs to railroad tracks, but also has exposure to Route 83, as it butts against the embankment. An upward adjustment is warranted.

Comp 5 is a signalized block location and not adjusted.

#### ***Conclusion – Land Valuation***

The adjusted unit values of the comparable properties range from \$9.39 to \$21.14 psf; the average is \$14.19 psf. The median is \$12.45 psf. The most weight was given to Comp 1 which is in the subject's shopping center. The adjusted unit value of Comp 1 is \$9.39 psf. Therefore, the concluded value is between the adjusted unit value of Comp 1 (\$9.39 psf), the adjusted average of all of the comparables (\$14.19 psf), and the median of all comps (\$12.45 psf), or say \$12.00 per square foot.

33,550 square feet x \$12.00 psf = \$402,600 rounded to \$400,000

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#### **Market Value Conclusion Lot 2**

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**Indicated Value per Land SF:** \$12.00

**Subject Size (SF):** 33,550 sf

**Indicated Value:** \$402,600

**Rounded:** \$400,000

**Four Hundred Thousand Dollars**

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## Lot 1

Lot 1 is located east of Lot 2, on the east side of the to-be-constructed driveway / road. This lot is subject to the restrictive covenants of Franklin Marketplace, and cannot be used for a fast food restaurant serving burgers, chicken, hot dogs or ice cream. Additional restricted uses include a bank / financial institution, drug store, gift shop, dollar store and others. For this reason, a unit value below that of Lot 2 is considered reasonable for Lot 1 to account for the more limited pool of potential purchasers. The indicated value for Lot 2 is \$12.00 psf. After deducting 10% for the restrictive covenants, the adjusted unit price of Lot 1 is \$10.80 psf ( $\$12.00 * 90\% = \$10.80$  psf). The indicated value is shown below. The lot size of Lot 1 is 36,950 sf.

### **Market Value Conclusion Lot 1**

**Indicated Value per Land SF:** \$10.80  
**Subject Size (SF):** 36,950 sf  
**Indicated Value:** \$399,060  
**Rounded:** \$400,000

**Four Hundred Thousand Dollars**

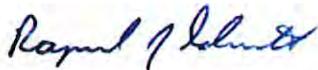
### **VALUE CONCLUSION**

<b><u>Reconciled Value:</u></b>	<b><u>Lot 1 (East Parcel)</u></b>	<b><u>Lot 2 (West Parcel)</u></b>
Premise:	<i>As Site Improved (hypothetical condition)</i>	<i>As Site Improved (hypothetical condition)</i>
Value Type:	Market Value	Market Value
Property Rights:	Fee Simple	Fee Simple
Effective Date:	October 24, 2024	October 24, 2024
<b>Value Conclusion:</b>	<b>\$400,000</b>	<b>\$400,000</b>

## CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Praedium Valuation Group appraised the subject property in May 2021 for the Village of Franklin Park..
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Elizabeth Gulis, MAI has made a personal inspection of the property that is the subject of this report. Raymond Schmitt, MAI, SRA, AI-GRS, has not made a personal inspection of the property. No one else provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Raymond Schmitt, MAI, SRA, AI-GRS and Elizabeth Gulis, MAI have completed the continuing education program of the Appraisal Institute.



Raymond Schmitt, MAI, SRA, AI-GRS  
Illinois Certified General Real Estate Appraiser  
License No. 553.000494  
License Expires: September 30, 2025



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

## **ADDENDA**

### ***Limiting Conditions and Assumptions***

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

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

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

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

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

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

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

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

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

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

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

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

#### **Americans with Disabilities Act (ADA) of 1990**

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

#### **Appraiser Competency**

The appraisers of this report have the necessary and required education, knowledge and experience to provide a reliable and credible valuation of the subject property. Mary Wagner previously appraised the property for the same client in 2015, but otherwise the appraisers have not performed any appraisal work or any other type of work on the subject property in the past three years.

***Legal Description (Subject lots are a portion of these PINS)***

THE EAST 350 FEET OF THE WEST 550 FEET OF TRACT 2, LYING NORTH OF THE NORTH LINE OF GRAND AVENUE, IN OWNERS' DIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 12-29-203-050-0000  
12-29-203-051-0000

Source: Cook County Records

## *Appraiser Qualifications*



### **Raymond Schmitt**

#### EDUCATION

***William Rainey Harper College, Palatine, IL***

#### LICENSES, CERTIFICATIONS & AFFILIATIONS

- Illinois Certified General Appraiser
- Member, Costar
- Member, MRED
- Member, Appraisal Institute (MAI) and Senior Residential Appraiser (SRA)

#### APPRAISAL EXPERIENCE – PROPERTY TYPES

Industrial Properties	Office Buildings
Medical Buildings	Mixed-Use Properties
Retail Properties	Restaurants
Shopping Centers	Vacant Land
Apartment Buildings	Multi-Family Buildings

#### PROFESSIONAL EXPERIENCE

**Praedium Valuation Group, Chicago, IL (2019 - Present)**  
***Commercial Real Estate Appraiser***

- Value Types: Market, Bulk Sale, Disposition, Liquidation, As Is, As Complete, As Stabilized
- Proficient in Narrative1 software
- Appraise Commercial properties throughout the Chicagoland area

**RJ Schmitt Valuation Group LLC. Lake in the Hills, IL (2015-Present)**  
***Manager and Appraiser***

**R. J. Schmitt & Associates, Inc., Real Estate Appraisers and Consultants, Barrington, IL (1971-2015)**  
***President and Appraiser***

# PRAE DIUM VALUATION GROUP

Appraisals • Consulting • Expert Witness

ELIZABETH GULIS, MAI

## EDUCATION

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

*Commercial Appraisal Coursework (Appraisal Institute)*

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

## LICENSES, CERTIFICATIONS & AFFILIATIONS

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

## APPRAISAL EXPERIENCE—PROPERTY TYPES

*Commercial*

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

*Residential*

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

## PROFESSIONAL EXPERIENCE

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

*Senior Commercial Real Estate Appraiser (2012 - present)*

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

*Certified Residential Real Estate Appraiser (2005-2012)*

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

3847 N. Lincoln Ave, Suite 2 Chicago IL 60613 Phone: 773-665-8361 Fax: 773-665-8342

*Engagement Letter*

**PRAE DIUM**  
VALUATION GROUP  
Appraisals • Consulting • Expert Witness

October 17, 2024

Mr. Nicholas A. Walny  
Director of Community Development and Zoning  
Village of Franklin Park  
9500 W. Belmont Avenue  
Franklin Park, IL 60131

RE: Appraisal Proposal for 10500 Grand

Dear Mr. Walny:

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

**Specifications of the Appraisal.**

<b>Subject Property:</b>	N. Side of Grand Avenue, east of Latoria Lane, Franklin Park, IL.
<b>Property Type:</b>	Two Pad Sites
<b>Interest to be Valued:</b>	Fee Simple
<b>Additional Property to be Valued:</b>	None
<b>Intended Use:</b>	To assist client in a potential sale decision
<b>Intended User:</b>	Village of Franklin Park
<b>Type of Value:</b>	Current market value of each lot, as if site improvements are complete
<b>Date of Value:</b>	Date of Appraiser's inspection, specific date to be stated in the report.
<b>Hypothetical conditions, Special/Extraordinary assumptions:</b>	Based upon hypothetical condition that site improvements are complete

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<b>Anticipated Scope of Work:</b>	<ul style="list-style-type: none"> <li>Identification of the objective and purpose of the assignment.</li> <li>Identification of the property and description of its location and neighborhood.</li> <li>Analysis and conclusion of the property's highest and best use viewed from the position of the most probable buyer in the open market</li> <li>Research and analysis of the history of the property.</li> <li>An inspection of the subject property.</li> <li>A comparative analysis of comparable sale properties.</li> <li>Separate value conclusion for each lot within one narrative appraisal report.</li> <li>Preparation of an appraisal report documenting the appraisal procedures used and the final opinions of value.</li> </ul>
<b>Report Option and Format:</b>	Narrative written report
<b>Delivery Date:</b>	The typical turnaround time is 3-4 weeks from the date this agreement is signed. In the event of a delay beyond that date, Appraiser will inform client promptly.
<b>Appraiser's Interest In Subject Property or in Client or Other Involved Parties:</b>	Appraiser has no knowledge of any current or prospective interest of the Appraiser in the subject property or in Client or other parties involved in the transaction to which this appraisal relates.
<b>Prior Services Regarding Subject Property (USPAP Disclosure):</b>	Appraiser has previously appraised the property for the client in May 2021.
<b>Appraisal Fee:</b>	\$2,150
<b>Payment Terms:</b>	Payment is due within 30 days of delivery.

#### Property Documentation

Client agrees to provide Appraiser with any necessary documentation required and requested by the Appraiser to complete the appraisal. Delays in Appraiser's receipt of requested documentation may result in Appraiser being unable to deliver the appraisal report on the delivery date stated above.

#### Conflicts of Interest

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

Appraiser: Michael A. Vassilatos, SRA, MAI  
Praedium Valuation Group, Inc., Chicago, IL

**Waiver of Jury Trial; Choice of Venue**

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

**Authorizations**

**Client Authorization**

Client: Village of Franklin Park

Date: 10-17-24

Signature: Nicholas Walny

Name: Nicholas Walny

Property Contact Name: Nicholas Walny

Property Contact E-Mail: nwalny@vofp.com

Property Contact Phone: 847-671-8278

**Praedium Authorization**

Appraiser: Praedium Valuation Group

Signature: Elizabeth Gulis

Name: Elizabeth Gulis

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

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**ORDINANCE**

**NUMBER 2526-VC-\_\_**

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**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK  
COUNTY, ILLINOIS AMENDING SECTION 7-8B-4 OF THE VILLAGE CODE  
REGARDING WATER METER DEPOSIT FOR CONTRACTORS**

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

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

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**ORDINANCE NUMBER 2526-VC-\_\_**

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK  
COUNTY, ILLINOIS AMENDING SECTION 7-8B-4 OF THE VILLAGE CODE  
REGARDING WATER METER DEPOSIT FOR CONTRACTORS**

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

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

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

**WHEREAS**, the Corporate Authorities find that it is in the best interests of the health, safety, and welfare of the residents of the Village to amend the Village Code of Franklin Park as herein provided.

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

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

**Section 2.** That Section 7-8B-4. (“*Water Use for Improvements or Building*

*Purposes") of Article B ("Service Charges") of Chapter 8 ("Water Systems") of Title 7 ("Public Works and Properties") of the Village Code of Franklin Park is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:*

**7-8B-4. – Water use for improvements or building purposes.**

- (a) Where village water shall be required from a fire hydrant for improvements, public or private, or for building purposes in the village, the contractor or builder shall pay to the village for same the scheduled rate of one hundred (100) cubic feet, as per rates adopted by this chapter to be measured through a meter to be furnished by the village.
- (b) The contractor, owner or builder shall make application to the utilities commissioner for a permit to make such construction or improvement and also make a deposit with the village comptroller of the sum of ~~fifty-five dollars (\$55.00)~~ five thousand dollars (\$5,000.00) to ensure the return of the meter to the village in good condition and the payment of the amount due for water used, together with a payment of ~~one dollar (\$1.00)~~ ten dollars (\$10.00) for each day. Upon the return of the meter in good condition to the village and the payment of the contractor, builder or owner of all charges for meter and for the water so used in the construction of the building or improvement, the money so deposited with the village comptroller shall be returned to the person so making the deposit.
- (c) All water taken for building purposes shall in all cases be taken from inside of the lot line. In construction of buildings, a permit for a tap shall be applied for at the time a building permit is applied for; and, if granted, a meter shall be furnished and placed at the time of making for water service to the building.
- (d) In the event no meter shall be furnished by the village for construction water, a flat charge therefor shall be made as provided in section 11-1-1 of this code.

**Section 3.** That the Corporate Authorities find and declare that the regulations and requirements herein established are to protect and ensure the health, safety, and welfare of the residents of the Village.

**Section 4.** This Ordinance, and its parts, are declared to be severable and any section, paragraph, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

**Section 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 February 2026, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of February 2026.

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BARRETT F. PEDERSEN  
VILLAGE PRESIDENT

ATTEST:

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APRIL ARELLANO  
VILLAGE CLERK

## VILLAGE OF FRANKLIN PARK

## **APPLICATION FOR LICENSE TO SELL RAFFLE TICKETS**

Date: 02.03.2026

1.	Name of Organization:	River Grove Lions Club		
2.	Address:	POBox 15, River Grove, IL. 60171	Street	City/State
				Zip Code
3.	Mailing Address (if different from above): _____			
4.	Address of place or area where raffle tickets are to be sold: Underpass 9400 Grand Ave, Franklin Park, IL. 60131			
5.	Check type of organization (attach documentary evidence of good standing)			
	<input type="checkbox"/> Religious	<input checked="" type="checkbox"/> Charitable	<input type="checkbox"/> Labor	<input type="checkbox"/> Fraternal
	<input type="checkbox"/> Educational	<input type="checkbox"/> Veteran's organization		
6.	Has organization been in existence continuously for a period in excess of five (5) year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
7.	President of Organization:	Paldo, Joe	03.31.1951	Date of Birth
	Last Name	First Name	M/I	
8.	Designate member(s), hereinafter known as "operator(s)" who will be responsible for conduct and operation of the drawing: Schammert, Ron			
	03.05.1969	Last Name	First Name	
	M/I	Date of Birth	(if more space is needed, attach additional sheets)	
9.	List of prizes and aggregate value of each and list maximum retail value: _____ \$500.00, \$500.00, \$1000.00			
10.	Total aggregate value of all winnings: \$2000.00			
11.	Total maximum retail value of all winnings: NA			
12.	Time span in which the chances will be sold: Present - March 14, 2026			
13.	Location(s) at which the chances will be sold: Underpass 9400 Grand Ave.			
14.	Method of determining the winner(s) of the raffle: Number Wheel			
15.	Time, date and location of drawing of winner(s): March 14, 2026, 12p-8p			
16.	The maximum amount charged for chances for the raffle: \$5.00-\$10.00			

### CERTIFICATION

The undersigned attest that the above named organization is organized not-for-profit under the laws of the State of Illinois and has continuously been in existence for five (5) years, proceeding the date of this application, it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned further states under penalty of perjury that all statements contained in the foregoing application are true and correct, that all officers, operators, employees of said organization, whether compensated or not, all persons active in or employed by any firm or corporation having a proprietary, equitable, or credit interest in the organization and all persons participating in the management or operation of the raffle are all of good moral character, that none of the aforesaid persons have been convicted of a felony and that none of the aforesaid persons are currently nor have they ever been a professional gambler or gambling promoter.

### River Grove Lions Club

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Name of organization

**Joe Paldo**

---

President

**Lisa Schmidt**

---

Secretary

**Ron Schammert**

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Operator

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Operator

---

Operator

# Consulting Agreement

This Consulting Agreement ("Agreement") between Johnson Research Group, Inc. ("JRG") and the Village of Franklin Park (the "Village" or "Client") dated December \_\_\_, 2025 describes JRG's services to assist the Village with economic development plans for an area within the Village contemplated for designation as a tax increment financing ("TIF") redevelopment project area.

Based on preliminary discussions with Village staff, the Larger Downtown TIF study area is generally bounded by Pacific, Gage and Belmont avenues on the north; Canadian National Railroad on the east; Minneapolis Avenue on the south; and Scott Street on the west.

JRG's "Scope of Services" is described below.

## SCOPE OF SERVICES

### 1. TIF Strategy and Analyses

A conference call or meeting will be held to strategize on the best pursuit of action for the existing Downtown TIF and designation of a Larger Downtown TIF. To inform the TIF strategy for moving forward, JRG will prepare incremental property tax (IPT) revenue projections for the existing Downtown TIF that contemplate a possible TIF extension and dissolution/inclusion in a new Larger Downtown TIF. Factors to be considered include but are not limited to the adoption year, base EAV, amount and timing of current or proposed development activity, and existing TIF fund balance.

For purposes of this proposal, the scope herein assumes a new TIF Designation will be pursued for the whole area.

### 2. Larger Downtown TIF

Based on the outcome of the strategy session, a TIF kickoff meeting will be convened to set the framework for the assignment. The purposes of this conference are to (i) review the overall study objectives; (ii) secure necessary data, plans, studies and resources to complete the assignment; (iii) identify the names, numbers and roles of key persons, and other individuals to be contacted during the course of completing the assignment; and (iv) review the schedule to complete the assignment in a timely manner.

The TIF process is generally broken down into three phases as follows:

#### A. Data Collection and Analysis

- Administration of timing, tasks and responsibilities
- Field work, data collection and documentation
- Analysis and mapping of eligibility factors and housing demographics
- Financial projections of future Equalized Assessed Value

#### B. Report Preparation

- Draft Eligibility Study
- Draft Housing Impact Study
- Draft Redevelopment Plan document
- Legal boundary description

#### C. Public Participation and TIF Adoption

- Facilitation of TIF schedule of actions
- Preparation of all mailing lists needed for required notices
- Review of public notices, publication and adoption ordinances

TIF Consulting Services Agreement – Larger Downtown TIF  
December 3, 2025

- Participation in required public meetings (e.g. public meeting, joint review board, Village Board, etc.) – anticipated in person meetings: 4
- Meetings and conference calls with Village staff, as needed

**Village Responsibility:** It is anticipated that the Village will be responsible for the following:

- Securing legal description;
- Preparation of resolutions and ordinances;
- Preparing and depositing required mailings in the US Post Office;
- Publishing notices in newspaper of general circulation; and
- Costs associated with such noticing.

## TIME FRAME

JRG is prepared to initiate its services within ten days after the execution and return of this Agreement in accordance with the time frame set forth below (the “Time Frame If the TIF strategy involves an amendment to the existing Downtown TIF, changes to the proposed Time Frame will be needed.

Consulting Tasks	Estimated Time
A. Data Collection and Analyses	4 months
B. Report Preparation	3-4 months
C. Public Participation and TIF Adoption	4-6 months

## BASE FEE & EXPENSES

The Total Fee for the scope identified above is estimated at **\$41,600**. JRG will invoice services at the rates provided below. Excluded from this hourly fee are out-of-pocket expenses, including mileage or other travel costs, parking, tolls, reproduction, data and secondary source documents, and delivery services.

Position	Hourly Rate
Principal	\$240
Project Manager	\$220
Financial Analyst	\$200
Analyst	\$180
Graphics Specialist	\$160
Project Researcher	\$120

Consulting Tasks	Fees
TIF Strategy	\$4,800
A. Data Collection and Analyses	\$12,700
B. Report Preparation	\$17,000
C. Public Participation and TIF Adoption	\$6,300
Expenses (data, mileage, parking)	\$800
<b>Total</b>	<b>\$41,600</b>

TIF Consulting Services Agreement – Larger Downtown TIF  
December 3, 2025

**Retainer:** Not applicable.

**Additional Services.** JRG will provide Additional Services on an “as-needed” basis by written authorizations, which will become an amendment(s) to this Agreement including all of its terms and conditions. Such Additional Services, if authorized, will include but not be limited to (i) changes to the boundary of the proposed study area; (ii) the amendment of an existing TIF Redevelopment Plan or Project Area; (iii) meetings with the Village in excess of the consulting hours set forth above; or (iv) financial analysis, presentations, or negotiations with school districts. The fee for Additional Services will be charged on an hourly basis at the rates provided above. No Additional Services will be performed unless all outstanding invoices for service are paid to date for the Base Fee, Expenses, and all previously performed Additional Services, if any.

## METHOD OF PAYMENT

The Village will be invoiced on a monthly basis for expenses incurred and hours worked on each Task outlined in this Agreement until JRG’s services are complete or terminated. If the Village terminates or breaches this Agreement prior to completion of any task or phase of work outlined herein or any authorized Additional Services, JRG shall be reimbursed within 30 days of such termination or breach for work incurred to the date of such termination or cancellation.

TIF Consulting Services Agreement – Larger Downtown TIF  
December 3, 2025

## ACCEPTANCE

We appreciate the opportunity to be considered for this project. If this proposal is acceptable to the Village of Franklin Park, please sign and return it to us as authorization to proceed.

Sincerely,



Ann T. Moroney  
President  
Johnson Research Group, Inc.

Accepted By:

**Village of Franklin Park**

---

Name/Title

---

Date

**Johnson Research Group, Inc.**

---

Ann Moroney, President

---

Date

## MISCELLANEOUS TERMS AND CONDITIONS

The parties hereto acknowledge and agree that the following terms and conditions are included in this Agreement:

- A. Applicable Laws.** This Agreement is governed by and construed in accordance with the laws of the State of Illinois, and the parties agree to submit to the exclusive jurisdiction of, and agree that venue is only proper in, state or federal courts with jurisdiction over Franklin Park, Illinois, Cook County in any legal action, arbitration, mediation, or proceeding relating to this Agreement.
- B. Taxpayer Identification Number and Certification.** The Client shall provide JRG a complete Taxpayer Identification Number and Certification (IRS Form W-9) prior to JRG beginning services.
- C. Payment terms.** The full amount invoiced for the Base Fee, Expenses, and Additional Services, if any, less any prior payments, will be due within thirty (30) days of receipt of an invoice tendered via email. Payments that are not received within forty-five (45) days of the billing date are subject to collection actions and an interest surcharge of five percent (5%) compounded monthly until paid in full. JRG reserves the right to suspend all work and/or withhold both interim and the final work product and/or attend any Meetings until any unpaid portion of the invoiced Base Fee, Expenses, and Additional Services, including interest thereon, if applicable, are received.
- D. Objectivity.** To protect all clients and to assure that JRG's research results will continue to be accepted as objective and impartial by the private and public sectors, it is understood that JRG's fee for the undertaking this Project is not dependent upon the specific conclusions reached or the nature of the oral or written advice provided in its reports, targeted financial assistance, and related documentation or presentations.
- E. Use of Reports by Client.** Final reports and documents will be furnished in PDF format (specifically excluding any JRG *electronic files or proprietary models or templates*) prepared in connection with this Agreement. The Client acknowledges that it will develop and maintain its own related files to avoid the impracticality and expense of JRG duplicating and forwarding copies of their files at the termination or the conclusion of JRG's Scope of Services.
- F. Other Matters.** If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable, it shall be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.
- G. Force Majeure.** JRG shall not be liable for not performing any portion of its Scope of Services as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane, tornado, or other natural disaster), municipal staffing difficulties, pending changes in applicable TIF or related laws or processes, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, pandemics, rebellions, revolutions, insurrections, military or usurped power or confiscation, terrorist activities, nationalization, riots, government sanctions, embargos, labor disputes, strikes, lockouts or interruption or failure of electricity, telephone, or Internet service.
- H. No Legal, Architectural, Engineering, and Accounting Services.** The Services provided by JRG do not include legal, architectural, environmental, market studies, zoning, engineering, construction consulting, or accounting input (collectively, "Professional Services"), which if needed, will be provided by the Client or its consultants. JRG is accepting the accuracy and completeness

of all Professional Services and related material and exhibits without further verification which is outside this Agreement's Scope of Services.

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- K. Liability.** The parties acknowledge and agree that this Agreement is being executed by two Illinois corporations and that neither parties' executives, owners, shareholders, agents, consultants or professionals are providing personal services and each party hereby releases and forever discharges the other party's executives, owners, shareholders, agents, consultants or professionals from any and all personal liability in connection with the performance of this Agreement.
- L. Confidentiality.** The parties acknowledge that in the course of the assignment, that they will be exchanging numerous documents, drawings, estimates, etc. which, except for the material needed to be made public as required by the Freedom of Information Act (FOIA), are of a confidential nature which may be injurious to either party if disseminated and shared with third parties. Accordingly, the parties agree, subject only to FOIA or legal actions by third parties demanding access to such confidential material, to not share or publish any material that may be injurious to the other party including but not limited to means and methods, so called "trade secrets", or similar material.
- M. The Agreement cannot be assigned.** This Agreement may not be assigned in whole or in part to any person or entity without the express written consent of both parties hereto.

## Consulting Agreement

This Consulting Agreement ("Agreement") between Johnson Research Group, Inc. ("JRG") and the Village of Franklin Park (the "Village" or "Client") dated December \_\_\_, 2025 describes JRG's services to assist the Village with economic development plans for an area within the Village contemplated for designation as a tax increment financing ("TIF") redevelopment project area.

Based on preliminary discussions with Village staff, the proposed Martens TIF study area is generally bounded by the Milwaukee District-West Railroad on the north; the Canadian National Railroad on the east; Grand Avenue on the south; and Martens and Edginton streets on the west.

JRG's "Scope of Services" is described below.

### SCOPE OF SERVICES

#### **Martens TIF**

A TIF kickoff meeting will be convened to set the framework for the assignment. The purposes of this conference are to (i) review the overall study objectives; (ii) secure necessary data, plans, studies and resources to complete the assignment; (iii) identify the names, numbers and roles of key persons, and other individuals to be contacted during the course of completing the assignment; and (iv) review the schedule to complete the assignment in a timely manner.

The TIF process is generally broken down into three phases as follows:

- A. Data Collection and Analysis
  - Administration of timing, tasks and responsibilities
  - Field work, data collection and documentation
  - Analysis and mapping of eligibility factors
  - Financial projections of future Equalized Assessed Value
- B. Report Preparation
  - Draft Eligibility Study
  - Draft Redevelopment Plan document
  - Legal boundary description
- C. Public Participation and TIF Adoption
  - Facilitation of TIF schedule of actions
  - Preparation of all mailing lists needed for required notices
  - Review of public notices, publication and adoption ordinances
  - Participation in required public meetings (e.g. joint review board, Village Board, etc.) – anticipated in person meetings: 3
  - Meetings and conference calls with Village staff, as needed

***Village Responsibility:*** It is anticipated that the Village will be responsible for the following:

- Securing legal description;
- Preparation of resolutions and ordinances;
- Preparing and depositing required mailings in the US Post Office;
- Publishing notices in newspaper of general circulation; and
- Costs associated with such noticing.

## TIME FRAME

JRG is prepared to initiate its services within ten days after the execution and return of this Agreement in accordance with the time frame set forth below (the "Time Frame").

Consulting Tasks	Estimated Time
A. Data Collection and Analyses	3-4 months
B. Report Preparation	3-4 months
C. Public Participation and TIF Adoption	4-6 months

## BASE FEE & EXPENSES

The Total Fee for the scope identified above is estimated at **\$31,700**. JRG will invoice services at the rates provided below. Excluded from this hourly fee are out-of-pocket expenses, including mileage or other travel costs, parking, tolls, reproduction, data and secondary source documents, and delivery services.

Position	Hourly Rate
Principal	\$240
Project Manager	\$220
Financial Analyst	\$200
Analyst	\$180
Graphics Specialist	\$160
Project Researcher	\$120

Consulting Tasks	Fees
A. Data Collection and Analyses	\$10,100
B. Report Preparation	\$15,500
C. Public Participation and TIF Adoption	\$5,400
Expenses (data, mileage, parking)	\$700
<b>Total</b>	<b>\$31,700</b>

**Retainer:** Not applicable.

**Additional Services.** JRG will provide Additional Services on an "as-needed" basis by written authorizations, which will become an amendment(s) to this Agreement including all of its terms and conditions. Such Additional Services, if authorized, will include but not be limited to (i) changes to the boundaries of the study area; (ii) litigation testimony/depositions/subpoena research of records and documents/meetings with the Village's legal counsel; (iii) meetings with the Village in excess of the consulting hours set forth above; or (iv) financial analysis, presentations, or negotiations with school districts. The fee for Additional Services will be charged on an hourly basis at the rates provided above. No Additional

TIF Consulting Services Agreement – Martens TIF  
December 3, 2025

Services will be performed unless all outstanding invoices for service are paid to date for the Base Fee, Expenses, and all previously performed Additional Services, if any.

## **METHOD OF PAYMENT**

The Village will be invoiced on a monthly basis for expenses incurred and hours worked on each Task outlined in this Agreement until JRG's services are complete or terminated. If the Village terminates or breaches this Agreement prior to completion of any task or phase of work outlined herein or any authorized Additional Services, JRG shall be reimbursed within 30 days of such termination or breach for work incurred to the date of such termination or cancellation.

## ACCEPTANCE

We appreciate the opportunity to be considered for this project. If this proposal is acceptable to the Village of Franklin Park, please sign and return it to us as authorization to proceed.

Sincerely,



Ann T. Moroney  
President  
Johnson Research Group, Inc.

Accepted By:

**Village of Franklin Park**

---

Name/Title

---

Date

**Johnson Research Group, Inc.**

---

Ann Moroney, President

---

Date

## MISCELLANEOUS TERMS AND CONDITIONS

The parties hereto acknowledge and agree that the following terms and conditions are included in this Agreement:

- A. Applicable Laws.** This Agreement is governed by and construed in accordance with the laws of the State of Illinois, and the parties agree to submit to the exclusive jurisdiction of, and agree that venue is only proper in, state or federal courts with jurisdiction over Franklin Park, Illinois, Cook County in any legal action, arbitration, mediation, or proceeding relating to this Agreement.
- B. Taxpayer Identification Number and Certification.** The Client shall provide JRG a complete Taxpayer Identification Number and Certification (IRS Form W-9) prior to JRG beginning services.
- C. Payment terms.** The full amount invoiced for the Base Fee, Expenses, and Additional Services, if any, less any prior payments, will be due within thirty (30) days of receipt of an invoice tendered via email. Payments that are not received within forty-five (45) days of the billing date are subject to collection actions and an interest surcharge of five percent (5%) compounded monthly until paid in full. JRG reserves the right to suspend all work and/or withhold both interim and the final work product and/or attend any Meetings until any unpaid portion of the invoiced Base Fee, Expenses, and Additional Services, including interest thereon, if applicable, are received.
- D. Objectivity.** To protect all clients and to assure that JRG's research results will continue to be accepted as objective and impartial by the private and public sectors, it is understood that JRG's fee for the undertaking this Project is not dependent upon the specific conclusions reached or the nature of the oral or written advice provided in its reports, targeted financial assistance, and related documentation or presentations.
- E. Use of Reports by Client.** Final reports and documents will be furnished in PDF format (specifically excluding any JRG *electronic files or proprietary* models or templates) prepared in connection with this Agreement. The Client acknowledges that it will develop and maintain its own related files to avoid the impracticality and expense of JRG duplicating and forwarding copies of their files at the termination or the conclusion of JRG's Scope of Services.
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# Consulting Agreement

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Based on preliminary discussions with Village staff, the proposed Milwaukee 2-2 TIF study area is generally bounded by Manheim Road on the east; Waveland Avenue on the south; Carnation Street on the west; and the private drive north of parcel 12-17-401-015-0000.

JRG's "Scope of Services" is described below.

## SCOPE OF SERVICES

### TIF Designation

A TIF kickoff meeting will be convened to set the framework for the assignment. The purposes of this conference are to (i) review the overall study objectives; (ii) secure necessary data, plans, studies and resources to complete the assignment; (iii) identify the names, numbers and roles of key persons, and other individuals to be contacted during the course of completing the assignment; and (iv) review the schedule to complete the assignment in a timely manner.

The TIF process is generally broken down into three phases as follows:

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  - Draft Eligibility Study
  - Draft Redevelopment Plan document
  - Legal boundary description
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The Total Fee for the scope identified above is **estimated at \$30,700**. JRG will invoice services at the rates provided below. Excluded from this hourly fee are out-of-pocket expenses, including mileage or other travel costs, parking, tolls, reproduction, data and secondary source documents, and delivery services.

Position	Hourly Rate
Principal	\$240
Project Manager	\$220
Financial Analyst	\$200
Analyst	\$180
Graphics Specialist	\$160
Project Researcher	\$120

Consulting Tasks	Fees
A. Data Collection and Analyses	\$9,600
B. Report Preparation	\$15,300
C. Public Participation and TIF Adoption	\$5,100
Expenses (data, mileage, parking)	\$700
<b>Total</b>	<b>\$30,700</b>

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Accepted By:

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Name/Title

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Date

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**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 6, 2026

Village of Franklin Park  
9500 Belmont Avenue  
Franklin Park, IL 60131

Attention: Dafne Henriquez – Assistant Village Engineer

Subject: Professional Engineering Services Proposal for Design Engineering for the  
Crown Road Drainage Improvements in Franklin Park

Dear Ms. Henriquez:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional design and construction engineering services related to the Crown Road Drainage Improvements in the Village of Franklin Park. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

Crown Road drains from east to west via a storm sewer that discharges into Silver Creek. Both Silver Creek and Crown Road have Zone AE regulatory floodplain. The outlet at Silver Creek has a backflow preventer that is not functioning properly. Because the elevation of Crown Road is below the 100-year elevation of Silver Creek and, even with a backflow preventer, areas tributary to Crown Road will not drain until Silver Creek water level has receded below the Base Flood Elevation. In 2024/2025, CBBEL performed a drainage analysis for Crown Road which evaluated ten alternatives to provide flood relief for Crown Road. One of the alternatives included the installation of underground storage in addition to storm sewer improvements. We understand that the Village has received grant funding to construct the underground storage at Crown Road and Houston Street and a limited amount of storm sewer improvements in the vicinity. This analysis is to optimize drainage improvements within the allowable funding.

Once the drainage improvement concept has been optimized, using the topographic survey, CBBEL will prepare engineering plans for the stormwater improvements.

It is our understanding that the Village will be utilizing a combination of Illinois Department of Commerce and Economic Opportunity (DCEO) and Community Development Block Grant (CDBG) Funding for construction costs and local funds for engineering costs. The scope of this proposal includes preparation of construction plans and specifications in accordance with the Illinois Department of Transportation (IDOT) Bureau of Local Roads, as well as an Engineer's Opinion of Probable Construction Cost. It is our understanding that

construction needs to be completed by October 2026 prior to the expiration of the CDBG funds.

## **SCOPE OF WORK**

### **Task 1 – Topographic Survey**

As part of this task, CBBEL will perform Full Topographic Survey of the Storm Water Improvement project area to include Carol Lane R-O-W to R-O-W (from Schiller Blvd. to Crown Rd., 300LF±), Crown Road R-O-W to R-O-W (from Carol Lane to dead end, 1,100LF±), and the parking lots south of Crown Rd. (from Crown Rd. to Silver Creek including full cross-section, 500LF±) to be used as a base map for design purposes. The following scope items will be included in this task:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits. Field location of all above ground utilities including, but not limited to water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. No J.U.L.I.E. Utility Survey Coordination is included in this task.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Base Mapping: CBBEL will compile all of the above information onto base maps at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

### **Task 2 – J.U.L.I.E. Utility Coordination**

CBBEL will coordinate with J.U.L.I.E. to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities / obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and J.U.L.I.E. Utility Coordination. All utilities / obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map. J.U.L.I.E. Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

### **Task 3 – Geotechnical Investigation**

A geotechnical investigation will be conducted by CBBEL's subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include (2) 20-foot soil borings for the proposed underground storage vault and (2) 15-foot pavement cores / soil borings for the relief sewer and subsequent pavement rehabilitation to determine existing pavement and subgrade soil conditions. In addition, TSC will determine the Seasonal High Groundwater Table (SHGWT) and provide geotechnical recommendations related to construction. This assumes no flagmen are required to take the soil borings.

The geotechnical study will also determine whether the associated laboratory analysis provides a basis for TSC to sign IEPA Form LPC-663, Uncontaminated Soil Certification by a Licensed Professional Engineer. A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

### **Task 4 – Evaluation of Geotechnical Report**

CBBEL will evaluate the geotechnical report to verify the proposed scope of work and review the soil analytics.

### **Task 5 – Pre-Final Plans, Specifications, and Estimates (75%)**

CBBEL will prepare preliminary engineering plans, specifications, and an engineer's opinion of probable construction cost for the proposed drainage improvements in accordance with IDOT standards.

The following sheets and associated hours will be required:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	8	8
General Notes	3	4	12
Summary of Quantities	1	8	8
Earthwork Schedule	1	8	8
Soil Boring Locations and Logs	1	8	8
Alignment, Ties, and Benchmarks	2	12	24
Construction / Soil Erosion Sediment Control Details	5	10	50
Typical Sections	2	10	20
Existing Conditions and Removal Plans	2	10	20
Proposed Plans	2	12	24
Drainage Plans and Profiles	3	16	48
Grading Plans	1	16	16
Soil Erosion Sediment Control and Landscaping Plans	2	12	24
Underground Storage Vault Details	10	2	20
Cross Sections	2	12	24
Specifications			40
Cost Estimate			25
<b>TOTALS</b>	<b>38</b>		<b>379</b>

Pre-final plans, specifications, and an engineer's opinion of probable construction cost will also be submitted for review to the Department of Public Works and will be used for any necessary and applicable permitting agencies applications.

#### **Task 6 – Final Plans, Specifications, and Estimate (95%)**

Based on the Village's and applicable permitting agencies pre-final review comments, CBBEL will revise the plans, specifications, and engineer's opinion of probable construction cost. During this task, the bid opening date will be determined, and an estimated construction schedule will be provided. The final plans will be submitted to the Village, and applicable permitting agencies, for review and approval.

#### **Task 7 – Design Utility Coordination**

CBBEL will continue the utility coordination that began during the topographic survey process, which included requesting atlases or plans of facilities within the project limits. Plans will be sent out to each utility company at the 95% submittal. CBBEL will add any new information to the existing conditions plan and transmit improvement plans to the known, potentially impacted private utility companies for verification. Once potential conflicts are identified, CBBEL will coordinate with utility companies to either avoid the conflicts or relocate the utility prior to construction commencement.

#### **Task 8 – Bid Documents (100%)**

CBBEL will finalize the plans, specifications, and estimate for bidding.

#### **Task 9 – Updated Existing and Proposed Hydraulic Analysis**

Using the PCSWMM storm sewer model developed for the concept study of the Crown Road drainage system, CBBEL will update the analysis based on survey collected as part of Task 1.

Using the revised existing conditions model as the baseline, we will optimize the storm sewer improvements that will complement the underground storage as discussed with Village staff. The options include but are not limited to:

- Adding a relief pipe to Schiller Boulevard, connecting to the north end of the underground storage area;
- Connecting to the existing sewer system on Hart Court;
- Adding a connection to the compensatory storage area north of 10500 Grand Avenue.

Once the drainage improvements have been optimized, we will meet with Village staff to review the proposed project components.

#### **Task 10 – Permitting**

This project is considered a flood control project per the MWRD Watershed Management Ordinance (WMO), providing flood reduction benefits for multiple properties; therefore, we do not believe a permit from MWRD will be required if the work is limited to Crown Road sewer improvements and the construction of the underground storage area, unless the project involves the relocation/modification of any sanitary sewer. However, CBBEL will send a letter to MWRD asking for a permit determination. CBBEL will prepare the appropriate schedules and supporting documentation to request a WMO permit, if required.

If the preferred alternative includes the construction of a new outfall to Silver Creek, permitting from the IDNR-OWR and USACE will be required. CBBEL will prepare the permit applications, supporting documentation, including narrative and exhibits, and submit to the appropriate agencies. Because of the extensive timeframe associated with this permitting process, we assume that this work will be constructed under a separate contract/future phase and permitting for these agencies is not included.

Additionally, a permit from the Illinois Environmental Protection Agency (IEPA) may be required depending on the limits of the improvements and if the area of disturbance exceeds 1 acre. We have budgeted for the preparation of a Stormwater Pollution Prevention Plan (SWPPP), if required.

Permit fees are not included in this task and will be provided by the client.

#### **Task 11 – Easement Exhibit and Legal Description (if required)**

CBBEL will prepare all necessary easement exhibits and legal descriptions for proposed storm sewer to be constructed on private (non-Village owned) property, including:

1. Initial coordination with Village staff.
2. Research with the Cook County Recorder's Office.
3. Field survey to establish the existing boundaries of the subject parcels.
4. Office calculations and plotting of field and record data.
5. CAD drafting of the easement exhibit(s) for the proposed easement area.
6. Write legal descriptions for the proposed easement area.
7. Final review and submittal by an Illinois Professional Land Surveyor.

#### **Task 12 – CDBG and DCEO Grant Administration and Reporting:**

CBBEL will work with Village Staff to facilitate the necessary DCEO and CDBG paperwork, reporting, agreements and submittals. We will coordinate with Village throughout the project duration.

### **Task 13 – Bidding Assistance**

During the bidding phase, CBBEL will:

1. Provide a list of qualified contractors to bid on the improvements.
2. Facilitate a pre-bid meeting, site tours, and bid opening.
3. Prepare and submit addenda as needed.
4. Respond to bid questions during the bidding period.
5. Review and tabulate all bids and make a recommendation of award to the Village.

### **Task 14 – Meetings and Coordination**

CBBEL will coordinate with the Village and applicable permitting agencies throughout the design and permitting of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that two (2) meetings will be held with Village Staff.

### **ESTIMATE OF FEE**

We have determined the following fees for each of the tasks described in this proposal.

Task	Fee
Task 1 – Topographic Survey	\$ 20,800
Task 2 – J.U.L.I.E. Utility Coordination	\$ 2,200
Task 3 – Geotechnical Investigation	\$ 10,000
Task 4 – Evaluation of Geotechnical Report	\$ 1,500
Task 5 – Pre-Final Plans, Specifications, and Estimates (75%)	\$ 52,350
Task 6 – Final Plans, Specifications, and Estimates (95%)	\$ 13,970
Task 7 – Design Utility Coordination	\$ 3,000
Task 8 – Bid Documents (100%)	\$ 3,490
Task 9 – Updated Existing and Proposed Hydraulic Analysis	\$ 7,000
Task 10 – Permitting	\$ 8,000
Task 11 – Easement Exhibit and Legal Description (if required)	\$ 7,500
Task 12 – CDBG and DECO Grant Administration and Reporting	\$ 9,000
Task 13 – Bidding Assistance	\$ 2,500
Task 14 – Meetings and Coordination	\$ 3,000
<i>Direct Costs</i>	\$ 2,500
<b>TOTAL</b>	<b>\$ 146,810</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges and General Terms and Conditions. Direct costs for mileage, blueprints, photocopying, postage, mailing overnight delivery, messenger services, report compilation, and Title Reports / Plats are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE  
President

Encl. Schedule of Charges (2026)  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF FRANKLIN PARK:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

JMDJMG  
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**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026**

<u>Personnel</u>	<u>Hourly Rate</u>
Engineer VI	290
Engineer V	250
Engineer IV	215
Engineer III	190
Engineer I/II	165
Survey V	250
Survey IV	235
Survey III	215
Survey II	170
Survey I	145
Engineering Technician V	230
Engineering Technician IV	205
Engineering Technician III	150
Engineering Technician I/II	135
CAD Manager	225
CAD Technician II	165
CAD Technician I	145
GIS Specialist III	190
GIS Specialist I/II	165
Landscape Architect II	215
Landscape Architect I	190
Landscape Designer III	165
Landscape Designer I/II	130
Environmental Resource Specialist V	250
Environmental Resource Specialist IV	205
Environmental Resource Specialist III	175
Environmental Resource Specialist I/II	150
Environmental Resource Technician	150
Business Operations Department	170
Project Specialist	125
Engineering Intern	95
Transportation Planner VI	290
Transportation Planner V	250
Transportation Planner IV	215
Transportation Planner III	190
Transportation Planner I/II	165
Communications V	220
Communications IV	195
Communications III	170
Communications I/II	150

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

These rates are in effect until December 31, 2026, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.