

**VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
05.18.2026**

<u>Payroll Ending</u>	<u>05.08.2026</u>	<u>TOTALS</u>
Village Portion of Social Security Reg Payroll	13,567.39	
Village Portion of Medicare Payroll	9,258.66	
Payroll Gross Wages	<u>675,101.30</u>	
Total Payroll Expense	697,927.35	\$ 697,927.35
<u>Manual Checks & Wires</u>		
Manual Checks	<u>1,309,183.02</u>	
Total Manual Checks		\$ 1,309,183.02
<u>ACH Debits</u>		
Health Insurance Premium	0.00	
City of Chicago (Water Payment)	<u>0.00</u>	
Total ACH Debits		\$ -
Payable Vouchers		
Payable Voucher 05-22-2026	<u>1,193,095.42</u>	
Total Payable Vouchers		\$ <u>1,193,095.42</u>
Grand Total Payments		\$ 3,200,205.79

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
 Printed: 05/14/2026 - 3:57PM
 Batch: 00222.05.2026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 5002	34 PUBLISHING, INC.				
38359	Design Services for May 2026 newsletter	450.00	05/22/2026	10-01-51880	ACH Enabled: False
38361	Graphic Design for Franklin Park Fest 2026	800.00	05/22/2026	10-61-69561	
	Check Total:	1,250.00			
Vendor: 2615	A.W.E.S.O.M.E. PEST SERVICE INC.				
8811	Rodent Control Services 2x/month April 2026	100.00	05/22/2026	10-60-62460	ACH Enabled: False
8811	Weekly Exterminating services April 2026	510.00	05/22/2026	10-60-62460	
	Check Total:	610.00			
Vendor: 1021	Accela, Inc.				
1055	Accela National Software Convention Oct 5-8, 2	1,920.00	05/22/2026	10-13-52000	ACH Enabled: False
	Check Total:	1,920.00			
Vendor: 1259	ACE HARDWARE - FIRE				
157752/1	Sheet metal screw, duct tape, and fasteners	19.35	05/22/2026	10-30-62060	ACH Enabled: False
158416/1	Tv Wall Mount	32.55	05/22/2026	10-30-62050	
158478/1	Bait stations	11.43	05/22/2026	10-30-62040	
	Check Total:	63.33			
Vendor: 1260	ACE HARDWARE - SEWER & WATER				
158238/1	Torch Kit Max Heat	131.98	05/22/2026	34-01-62680	ACH Enabled: False
158240/1	Pick Up Tool 36", Contractor Bag 42G 40pk	118.95	05/22/2026	34-01-62680	
158376/1	Cabletie, Original PT TP, Elec Tape, Duct Tape,	119.45	05/22/2026	34-01-62680	
158391/1	Ace Rstp Grn 15oz	20.60	05/22/2026	34-01-62680	
158401/1	Spray Paint 2X Black Primer, Cover Graffiti	28.12	05/22/2026	34-01-69600	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
158409/1	Supply Hose, Tee Insert Poly, Elbow Insert	52.39	05/22/2026	34-01-62680	
	Check Total:	471.49			
Vendor: 1264	ACE HARDWARE - STREETS			Check Sequence: 6	ACH Enabled: False
158327/1	M12 Fuel 2 K Drill Impact	249.99	05/22/2026	08-01-89105	
158333/1	Key Single Cut, Keys for Kids Donation	24.59	05/22/2026	34-01-62680	
158389/1	Sillcock key 5/16" stem, Lawn & Leaf Bags Paper	12.28	05/22/2026	34-01-62680	
	Check Total:	286.86			
Vendor: 3364	ADP SCREENING & SELECTION			Check Sequence: 7	ACH Enabled: False
1245111-04-2026	Monthly screening services April 2026	32.32	05/22/2026	10-60-60000	
	Check Total:	32.32			
Vendor: 4590	AEP ENERGY			Check Sequence: 8	ACH Enabled: False
3013133551April	0 N Belmont, Rose Edgington, Acct #301313355	2,476.98	05/22/2026	19-01-62330	
	Check Total:	2,476.98			
Vendor: 0010	ALEXANDER CHEMICAL CORPORATION			Check Sequence: 9	ACH Enabled: False
107086	150 lb Cylinder - Chlorine	1,476.41	05/22/2026	34-01-62880	
107307	Chlorine, CL 150lb Cylinder	83.00	05/22/2026	34-01-62880	
	Check Total:	1,559.41			
Vendor: 1941	ALTORFER INDUSTRIES CAT			Check Sequence: 10	ACH Enabled: False
P6AC0144294	Street Div Loader 2, Parts	886.16	05/22/2026	08-01-50090	
	Check Total:	886.16			
Vendor: 1748	AMALGAMATED BANK OF CHICAGO			Check Sequence: 11	ACH Enabled: False
75710526	Bond registrar and paying agent, admin fee: 5/1/	475.00	05/22/2026	44-01-45000	
	Check Total:	475.00			
Vendor: 0033	AMBER MECHANICAL CONTRACTORS INC			Check Sequence: 12	ACH Enabled: False
W42361	Maint. on 2 Liebert units, Cleansed Coils, inspec	844.00	05/22/2026	34-01-50940	
	Check Total:	844.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 3465	AMERICANEAGLE.COM, INC.			Check Sequence: 13	ACH Enabled: False
451805	Monthly Fee for retainer hour - May	360.00	05/22/2026	10-02-54300	
451805	Monthly Fee for Hosting - May	75.00	05/22/2026	10-02-54300	
451805	Monthly Fee for Hawksearch- May	100.00	05/22/2026	10-02-54300	
	Check Total:	535.00			
Vendor: 0925	BELLWOOD ELECTRIC MOTORS, INC.			Check Sequence: 14	ACH Enabled: False
3530	Service to work and repair access doors at Talbot	3,200.00	05/22/2026	34-02-50940	
3531	Service to replace access door lock and bolt at Tr	3,600.00	05/22/2026	34-02-50940	
3532	Replace 1/2 4 way spigot from pump #3 @ King	3,600.00	05/22/2026	34-01-50940	
	Check Total:	10,400.00			
Vendor: 7704	BERNIE APPAREL COMPANY			Check Sequence: 15	ACH Enabled: False
13108	Performance Short Sleeve Pocket T-Shirt, Navy,	66.10	05/22/2026	10-90-60600	
4018197	Pocket, Short Sleeve Shirts for Staff	556.84	05/22/2026	34-02-60600	
4018197	Pocket, Short Sleeve Shirts for Staff	556.85	05/22/2026	10-90-60600	
4018197	Pocket, Short Sleeve Shirts for Staff	556.84	05/22/2026	34-01-60600	
	Check Total:	1,736.63			
Vendor: 1764	BIUNDO LANDSCAPING			Check Sequence: 16	ACH Enabled: False
1	April Senior Grass Cutting 60 cuts x \$27.00	1,728.00	05/22/2026	10-18-51840	
	Check Total:	1,728.00			
Vendor: 5074	BLUDERS TREE SERVICE			Check Sequence: 17	ACH Enabled: False
5319	3642 Sunset Lane, Tree and Stump Removal	1,500.00	05/22/2026	10-90-62730	
5320	3237 Gustav St, Emergency Tree and Stump Ren	2,800.00	05/22/2026	10-90-62730	
5323	Westbrook Dr & Wrightwood Ave, Emergency T	3,450.00	05/22/2026	10-90-62730	
	Check Total:	7,750.00			
Vendor: 3588	C. JOHNSON SIGN COMPANY			Check Sequence: 18	ACH Enabled: False
11154	Removed old name and replaced w/ new copy: 1	200.00	05/22/2026	10-12-30470	
	Check Total:	200.00			
Vendor: 0416	C.O.P.S & F.I.R.E PERSONALTESTING SERVICE, INC.			Check Sequence: 19	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2460	Police Testing	1,850.00	05/22/2026	10-40-62260	
	Check Total:	1,850.00			
Vendor: 2804 40V0128051	Chicago Parts & Sound Enterprises Batteries 65 Motorcraft	335.96	05/22/2026	Check Sequence: 20 10-30-50100	ACH Enabled: False
	Check Total:	335.96			
Vendor: 2929 133903381000 133903381000 CTA42297 CTA42298 CTA52050	CHICAGO TRIBUNE MEDIA GROUP VOFP Access to Transit Improvement Project VOFP Public Hearing 2/26/2026 Ordinance Number 2526-G-51 Ordinance Number 2526-G-52 Interested Parties Registries	39.74 38.88 426.01 426.01 161.00	05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026	Check Sequence: 21 10-18-51840 10-18-51840 10-18-51840 10-18-51840	ACH Enabled: False
	Check Total:	1,091.64			
Vendor: 1420 448298	CLARK DIETZ, INC. SVCS from 1/31/26-2/27/26 for Police Station S	525.00	05/22/2026	Check Sequence: 22 10-20-52600	ACH Enabled: False
	Check Total:	525.00			
Vendor: 3644 200860141239Apr 200860155544May 200860167317Apr 200860310503May	COMCAST Cable TV for Streets 5/4/2026-6/3/2026 VPN Connection for VH for May 4/20/2026-5/19/2026 Cable TV for VH for May 5/5/2026-6/4/2026	4.62 242.60 145.80 257.62	05/22/2026 05/22/2026 05/22/2026 05/22/2026	Check Sequence: 23 10-02-51200 10-02-51200 10-20-52600 10-02-51200	ACH Enabled: False
	Check Total:	650.64			
Vendor: 5257 3604055000April 4123337000April 5040921222April 6484021222April 6686895000April 8743188146April 8743188146Feb	COMED 3200 Sarah St, Acct #3604055000, 3/18/26-4/17/ 3200 N. Mannheim Road, Acct #4123337000, 3/ 00WS Wolf Rd Ns Belmont, Acct #5040921222, 2709 Scott Lift Station, Acct #6484021222, 3/13 2599 Scott Near 2701 Scott, Acct #6686895000, 3204 Rose St, Acct #8743188146, 3/18/26-4/17/ 3204 Rose St, Acct #8743188146, 1/17/26-2/17/	323.08 56.61 85.35 467.25 166.38 158.99 117.66	05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026	Check Sequence: 24 10-50-62330 10-50-62330 10-50-62330 34-02-62800 10-50-62330 10-50-62330 10-50-62330	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,375.32			
Vendor: 2085 3424	COMPCOREPRO Monthly Service Agreement May 2026	1,000.00	05/22/2026	Check Sequence: 25 10-32-57000	ACH Enabled: False
	Check Total:	1,000.00			
Vendor: 3302 Y913355	CORE & MAIN LP Bluc marking paint, soft k copper usa per foot	2,762.56	05/22/2026	Check Sequence: 26 34-01-62860	ACH Enabled: False
	Check Total:	2,762.56			
Vendor: 1071 15013779	COZEN O'CONNOR Professional services: Month of May 2026	7,500.00	05/22/2026	Check Sequence: 27 10-12-67560	ACH Enabled: False
	Check Total:	7,500.00			
Vendor: 7760 9855	D & K TRUCK SAFETY LANE Vehicle Safety Inspection #'s 209,214,218,226,23	360.00	05/22/2026	Check Sequence: 28 08-01-50034	ACH Enabled: False
	Check Total:	360.00			
Vendor: 1464 0000439027 0000439410	D&P CONSTRUCTION CO., INC. April 15th Switch, Environmental recovery fee April 24, Switch, Car tires, Environ. recovery fee	453.00 1,126.00	05/22/2026 05/22/2026	Check Sequence: 29 09-01-64000 09-01-64000	ACH Enabled: False
	Check Total:	1,579.00			
Vendor: 7600 196385	DES PLAINES JOURNAL INC Progress report, display advertising	2,292.00	05/22/2026	Check Sequence: 30 10-01-51880	ACH Enabled: False
	Check Total:	2,292.00			
Vendor: 8004 210-00296293	DTN, LLC Roadcast Pavement Forecast	2,687.73	05/22/2026	Check Sequence: 31 10-90-62600	ACH Enabled: False
	Check Total:	2,687.73			
Vendor: 1755 32219 32219	E. HOFFMAN, INC. 4/13/2026 Mixed Load Spoils Hauled Out, 4/14/ 4/13/2026 Mixed Load Spoils Hauled Out, 4/14/	2,745.00 2,745.00	05/22/2026 05/22/2026	Check Sequence: 32 34-01-62860 34-02-63070	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
32240	Mixed Load Spoils Hauled Out	1,830.00	05/22/2026	34-02-63070	
	Check Total:	7,320.00			
Vendor: 7865 051126	EDP CONSTRUCTION Refund to subcontractor paid twice	100.00	05/22/2026	Check Sequence: 33 10-13-30380	ACH Enabled: False
	Check Total:	100.00			
Vendor: 5498 6017193	EFAQ CORPORATE Efax software for HR - April	34.99	05/22/2026	Check Sequence: 34 10-02-54200	ACH Enabled: False
	Check Total:	34.99			
Vendor: 3829 11508 11509 11510 11511	ELECTRICAL SYSTEMS, INC. VOFP, MAIN PS COM UPS Replacement, Furn VOFP, Main PS RTU UPS & Overload Replacer VOFP, Furnish & install new APC Pro 1500 UP VOFP, Chicago Meter Vault Repairs, Investigate	4,938.00 4,878.00 4,990.00 3,740.00	05/22/2026 05/22/2026 05/22/2026 05/22/2026	Check Sequence: 35 34-01-88911 34-01-88911 34-01-88911 34-01-82980	ACH Enabled: False
	Check Total:	18,546.00			
Vendor: 6002 ESS3828	ELECTRONIC SECURITY SOLUTIONS, INC. Service and Maint. May 2026	350.00	05/22/2026	Check Sequence: 36 41-01-63220	ACH Enabled: False
	Check Total:	350.00			
Vendor: 4446 34432 34433A 34433B 34434 34435 34436 34437 34438 34439 34440 34441	EMERGENCY VEHICLE SERVICE INC Repairs T-2 Repairs T-2 Repairs T-2 Repairs T-2 Repairs T-2 Repairs T-2 Repairs T-2 Repairs T-2 Repairs T-2 Repairs T-2 Repairs T-2 Repairs T-2	1,016.92 8,004.40 5,349.34 2,604.89 1,332.05 1,373.38 1,023.13 904.00 1,170.96 4,584.55 1,104.98	05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026	Check Sequence: 37 10-30-50110 10-30-50110 10-30-50110 10-30-50110 10-30-50110 10-30-50110 10-30-50110 10-30-50110 10-30-50110 10-30-50110 10-30-50110	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
34442	Repairs T-2	1,545.44	05/22/2026	10-30-50110	
34443	Repairs T-2	2,172.45	05/22/2026	10-30-50110	
	Check Total:	32,186.49			
Vendor: 6221	ESRI, INC			Check Sequence: 38	ACH Enabled: False
900244990	ArcGIS Online Viewer User	62.50	05/22/2026	34-01-82800	
900244990	ArcGIS Online Viewer User	62.50	05/22/2026	34-02-82800	
	Check Total:	125.00			
Vendor: 4788	FERGUSON WATERWORKS #2516			Check Sequence: 39	ACH Enabled: False
0548099	2LF RPZ BFP, LF 2 TAP BRZ	3,648.69	05/22/2026	34-01-62830	
0549545	Mtr Flg B & N, 6 ZN NUT/BLT	790.35	05/22/2026	34-01-62835	
0549546	Mtr Flg Gasket	206.25	05/22/2026	34-01-62820	
	Check Total:	4,645.29			
Vendor: 0081	FRANKLIN PARK PLUMBING CO., INC.			Check Sequence: 40	ACH Enabled: False
14682	Completed site utility service, excavation & instr	8,964.00	05/22/2026	34-01-88910	
14683	Completed site utility service: 25th fountain @ 2	4,069.00	05/22/2026	65-10-88500	
14684	Completed site utility service: 9646 Addison Ct.	9,420.00	05/22/2026	34-01-88910	
14685	Excavation and repair of sewer @ 2640 Block of	7,960.00	05/22/2026	34-02-63070	
14686	Excavation & install of 70-LF of 8" water main	16,064.00	05/22/2026	34-01-89460	
	Check Total:	46,477.00			
Vendor: 0050	GALLS, INC			Check Sequence: 41	ACH Enabled: False
034747166	Safety Vests	266.05	05/22/2026	10-20-60590	
	Check Total:	266.05			
Vendor: 4052	GIANT MAINT & RESTORATION, INC			Check Sequence: 42	ACH Enabled: False
5170	Prep, prime and paint fire hydrants	24,794.00	05/22/2026	34-01-62860	
5171	9501 Belmont Ave - Misc. Units	2,262.00	05/22/2026	34-01-62860	
5172	Large misc. infrastructures	2,548.00	05/22/2026	34-01-62860	
	Check Total:	29,604.00			
Vendor: 5200	GRAINGER			Check Sequence: 43	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
9889138757	Cam and Groove Adapter	41.74	05/22/2026	10-90-82630	
	Check Total:	41.74			
Vendor: 1555	H&H ELECTRIC COMPANY			Check Sequence: 44	ACH Enabled: False
48627	VOFP Street Lighting Maint. Various Locations	287.93	05/22/2026	10-50-62340	
48628	VOFP Street Lighting Maint. Grand & Calwagne	383.54	05/22/2026	10-50-62340	
48670	VOFP Street Lighting Maint., Sonic Dr., near Hc	6,037.76	05/22/2026	10-50-62330	
	Check Total:	6,709.23			
Vendor: 0234	HAMPTON, LENZINI, & RENWICK, INC.			Check Sequence: 45	ACH Enabled: False
000020260944	Franklin Park Maint. Professional SVCS through	7,875.00	05/22/2026	34-02-89108	
	Check Total:	7,875.00			
Vendor: 1929	HOLIDAY OUTDOOR DECOR.			Check Sequence: 46	ACH Enabled: False
INV23882	Custom Vinyl Banner, 18" x 36" Banner	1,625.00	05/22/2026	10-90-62610	
	Check Total:	1,625.00			
Vendor: 4004	HOME DEPOT CREDIT SERVICES			Check Sequence: 47	ACH Enabled: False
3904266	Tools and equipment	148.86	05/22/2026	10-30-80570	
5657142	Tools and equipment	115.82	05/22/2026	10-30-80570	
6520477	Fuels for equipment	63.34	05/22/2026	10-30-50200	
6621060	Fuels for equipment	436.86	05/22/2026	10-30-50200	
	Check Total:	764.88			
Vendor: 1860	ILLINOIS COUNTIES RISK MANAGEMENT TRUST			Check Sequence: 48	ACH Enabled: False
S-INV008960	Property & Liability Prem June2026	130,348.25	05/22/2026	10-32-62190	
S-INV008961	Work Comp Prem June2026	70,953.25	05/22/2026	10-32-62200	
S-INV009607	Work Comp Prem audited policy 2425	3,206.00	05/22/2026	10-32-62200	
	Check Total:	204,507.50			
Vendor: 2084	J.G. UNIFORMS			Check Sequence: 49	ACH Enabled: False
161255	Jones-Vest	1,095.00	05/22/2026	10-20-54000	
161343	Jones-Adamski	1,095.00	05/22/2026	10-20-54000	
161583	Vest Cover - Rosiles	180.00	05/22/2026	10-20-60590	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	2,370.00			
Vendor: 4909 141	JC SZABO & ASSOCIATES Consulting SVCS April 2026, Monthly Retainer,	800.00	05/22/2026	Check Sequence: 50 10-72-62557	ACH Enabled: False
	Check Total:	800.00			
Vendor: 4559 04282026 04282026 2788	JESSE'S LAWN SERVICES JESSE LOPEZ April Grass Cutting for Vacant and Forclosures C April Grass Cutting 3010 Mannheim April Senior Grass Cutting 66 cuts x \$27.00	54.00 200.00 1,782.00	05/22/2026 05/22/2026 05/22/2026	Check Sequence: 51 43-01-59000 43-01-59000 10-18-51840	ACH Enabled: False
	Check Total:	2,036.00			
Vendor: 1534 214086 214125 214168	JKS VENTURES, INC. 4/16-17 Coco Mulch, Fuel Surcharge, Outbound April 22, 2026, Semi Load Clean Dirt, Delivery April 28, 2026, 3/4 Limestone Gravel/Sand, Fuel	1,445.00 750.00 2,266.79	05/22/2026 05/22/2026 05/22/2026	Check Sequence: 52 10-90-62670 10-90-62670 34-01-62860	ACH Enabled: False
	Check Total:	4,461.79			
Vendor: 0041 1729April 1729April 1729April 1729April 1729April 1729April 1729April 1729April 1853April 1853April 1853April 1853April 1853April 1853April	JOSEPH MCLOUGHLIN Copenhagen Life Station/Retention Village of FP/Clearing Pump Station David Talbott Station/Retention Pond Field East of New Police Station Village of FP/Jack B. Williams King Street Pumping Station Milton Rentmeester Retention Pond Drainage Ditch Northside Fullerton 3019 Rose St - Parking Lot New Franklin Park Police Station B-12 B-13 Veterans Memorial Park Grass - Old Police Station Utility Dept Field South of Garra Underpass	3,035.00 1,060.00 3,000.00 2,700.00 2,800.00 2,500.00 2,800.00 2,300.00 800.00 1,775.00 450.00 375.00 1,250.00 1,500.00 800.00	05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026	Check Sequence: 53 34-02-82915 34-01-86000 34-02-63070 10-90-86000 34-02-63070 34-01-62900 34-02-63070 10-90-62600 34-01-86000 10-90-86000 10-90-87610 10-90-69590 34-01-86000 34-01-86000 10-90-62600	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1853April	9500 Belmont	250.00	05/22/2026	10-90-86000	
1853April	Train Station	600.00	05/22/2026	41-01-63210	
1853April	Odonnel Pub Location	600.00	05/22/2026	10-90-86000	
1853April	Miller Park - Addison Street	275.00	05/22/2026	10-90-86000	
1853April	Garra Underpass - Grand Ave	750.00	05/22/2026	10-90-86000	
1853April	Joseph Thomas Park	250.00	05/22/2026	10-90-88880	
1853April	Leyden Nes Agency	425.00	05/22/2026	10-90-86000	
2442April	Fullerton and Oak	1,200.00	05/22/2026	10-90-86000	
2442April	Planter Boxes Maintenance	775.00	05/22/2026	10-90-86000	
2442April	Legion Hall and Ruby	775.00	05/22/2026	10-90-86000	
2442April	Belmont and Melrose	750.00	05/22/2026	10-90-86000	
2442April	9280-9300 Belmont	675.00	05/22/2026	10-90-86000	
2442April	Nevada Retention Pond	850.00	05/22/2026	10-90-86000	
2442April	Houston and James	1,075.00	05/22/2026	10-90-86000	
2442April	Franklin & Martens	780.00	05/22/2026	10-90-86000	
2442April	Grand Ave S/W to N/W	1,975.00	05/22/2026	10-90-86000	
2442April	Grand Ave (Scott/Old Western)	1,175.00	05/22/2026	10-90-86000	
2494April	Astro turf bed and shrub clean-up	925.00	05/22/2026	10-90-62600	
2494April	Planter Beds - Clean up Planter Beds	675.00	05/22/2026	10-90-62600	
2494April	South of O'donnells, Clean-up parking lot beds	500.00	05/22/2026	34-01-86000	
	Check Total:	42,425.00			
Vendor: 4545 21431	KCS COMPUTER TECHNOLOGY Replacement servers, approved for budget	38,007.00	05/22/2026	Check Sequence: 54 10-02-80100	ACH Enabled: False
	Check Total:	38,007.00			
Vendor: 5570 IN280092	KIESLER'S POLICE SUPPLY INC Ammo	1,233.12	05/22/2026	Check Sequence: 55 10-20-60610	ACH Enabled: False
	Check Total:	1,233.12			
Vendor: 0110 5338 5340 5341	KRIETER CONCRETE CONST. Sawcutting, removal, & replacement of reinforce Sawcutting, removal, & replacement of reinforce Sawcutting, removal, & replacement of street op	2,900.00 5,420.00 3,100.00	05/22/2026 05/22/2026 05/22/2026	Check Sequence: 56 34-02-63070 34-01-62860 34-01-62860	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
5342	Sawcutting, removal, & replacement of reinforce	3,960.00	05/22/2026	34-02-63070	
5344	Sawcutting, removal, & replacement of reinforce	4,220.00	05/22/2026	34-01-62860	
5345	Sawcutting, removal, & replacement of reinforce	2,430.00	05/22/2026	34-01-62860	
5346	Sawcutting, removal, & replacement of reinforce	5,140.00	05/22/2026	34-01-62860	
5348	Sawcutting, removal, & replacement of reinforce	3,260.00	05/22/2026	34-02-63070	
	Check Total:	30,430.00			
Vendor: 5590 25288	LARRY'S PLUMBING & ELECTRICAL GENERAL Main Hallway Toilet Leaking	672.50	05/22/2026	Check Sequence: 57 10-20-52600	ACH Enabled: False
	Check Total:	672.50			
Vendor: 7078 3645673 3645674 3647987	LECHNER SERVICES Mats Rubber mats and scrapers, April 30, 2026 Rubber mats and scrapers	32.20 79.75 79.75	05/22/2026 05/22/2026 05/22/2026	Check Sequence: 58 10-20-52600 10-13-52800 10-13-52800	ACH Enabled: False
	Check Total:	191.70			
Vendor: 3401 1095 1096 1097 1098 1099 1100 1101	LEYDEN LAWN SPRINKLERS, INC. Invoice #1095 Invoice #1096 Invoice #1097 Invoice #1098 Invoice #1099 Invoice #1100 Invoice #1101	432.00 661.50 166.00 678.50 647.00 382.00 234.00	05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026	Check Sequence: 59 34-01-62815 34-01-62815 34-01-62815 34-01-62815 34-01-62815 34-01-62815	ACH Enabled: False
	Check Total:	3,201.00			
Vendor: 1501 3290	LIVING WATERS CONSULTANTS, INC Services 2/3/26-5/6/26 VOFFP's allocation of fees	665.67	05/22/2026	Check Sequence: 60 34-02-63070	ACH Enabled: False
	Check Total:	665.67			
Vendor: 7809 042926	ANGELO LOLLINO Return of Earnest money- 3335 Schierhorn	5,000.00	05/22/2026	Check Sequence: 61 10-12-30500	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	5,000.00			
Vendor: 0059	M.E. SIMPSON, CO., INC.			Check Sequence: 62	ACH Enabled: False
46465	Fire hydrant maint. & flow/watermain capacity tr	8,296.00	05/22/2026	34-01-62860	
46475	Master/Production water meter testing services fi	2,850.00	05/22/2026	34-01-62815	
	Check Total:	11,146.00			
Vendor: 0947	MAREN RONAN, LTD			Check Sequence: 63	ACH Enabled: False
05012026	Professional services: Month of April 2026	6,000.00	05/22/2026	10-12-67560	
05012026	Profcssional services: Month of May 2026	6,000.00	05/22/2026	10-12-67560	
	Check Total:	12,000.00			
Vendor: 3238	MEADE, INC.			Check Sequence: 64	ACH Enabled: False
716575	Traffic Signal Knockdown	1,042.52	05/22/2026	10-90-62690	
	Check Total:	1,042.52			
Vendor: 0131	MENARDS MELROSE PARK			Check Sequence: 65	ACH Enabled: False
13849	Supplies	104.35	05/22/2026	10-20-60630	
13916	Map Self Light Torch, Map/Pro Gas, Teflon Tape	141.86	05/22/2026	34-01-62680	
14146	Green TRTD, Green Treated	119.83	05/22/2026	34-01-62590	
14206	4" Garden Stake, Pipe Insulation, Triangular Vac	388.63	05/22/2026	10-90-62720	
14434	Pool Filter Sand, 24ft vacuum hose, GD EXT Pa	162.94	05/22/2026	10-90-82630	
14886	Various supplies: Dolly, Tide, RTD SHTG	228.82	05/22/2026	34-01-62680	
	Check Total:	1,146.43			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 66	ACH Enabled: False
264931A	Hydrant Oil - Gallon	78.00	05/22/2026	34-01-62860	
265617A	3/4" Comp. Curb Stop 2", 2in x1-1/2in Black Bu	2,700.35	05/22/2026	34-01-62860	
	Check Total:	2,778.35			
Vendor: 3811	MID CENTRAL WATER WORKS ASSOCIATION			Check Sequence: 67	ACH Enabled: False
05082026	Membership Renewal - \$25.00 each	600.00	05/22/2026	34-01-52100	
	Check Total:	600.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 6363 04292026	EDWARD C. MILLEA Certified Plumbing Program Inspector Registrati	150.00	05/22/2026	Check Sequence: 68 34-01-52000	ACH Enabled: False
	Check Total:	150.00			
Vendor: 7702 04292026 04292026	PAUL RICHARD MIZNER Reimbursement for gas usage, Chi-Det round tri Reimbursement of payment for 2026 APA NPC (94.00 561.27	05/22/2026 05/22/2026	Check Sequence: 69 10-12-53150 10-12-53150	ACH Enabled: False
	Check Total:	655.27			
Vendor: 2488 465322 465322 465322 465322	MOHR OIL COMPANY 11 NL 10% Ethanol 11 NL 10% Ethanol 11 NL 10% Ethanol 11 NL 10% Ethanol	814.74 19,685.69 10,632.23 2,674.11	05/22/2026 05/22/2026 05/22/2026 05/22/2026	Check Sequence: 70 34-01-50200 10-90-50200 10-30-50200 34-02-50200	ACH Enabled: False
	Check Total:	33,806.77			
Vendor: 1363 072358	MUNICIPAL ELECTRONICS, INC. Radar repairs	291.95	05/22/2026	Check Sequence: 71 10-20-60350	ACH Enabled: False
	Check Total:	291.95			
Vendor: 4521 00421665753Apr. 21793372844Apr. 45671900004Apr. 50771900003Apr. 83226800007Apr. 87873543729Apr.	NICOR 9800 Franklin Ave, Acct #00-42-16-6575 3, 3/26 3204 Rose St, Acct #21793372844, 3/25/2026-4/ 9535 Belmont, Acct #45671900004, 3/25/26-4/2 9300 Belmont, Acct #50771900003, 3/25/26-4/2 10920 King St, Acct #83-22-68-0000-7, 3/30/26- 9320 Belmont, Acct #87873543729, 3/25/26-4/2	78.44 160.20 295.88 593.17 208.34 96.31	05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026 05/22/2026	Check Sequence: 72 10-90-62940 10-90-62940 34-01-62940 34-01-62940 34-01-62940 34-01-62940	ACH Enabled: False
	Check Total:	1,432.34			
Vendor: 1653 151967 151968 154581 154582	ON TIME EMBROIDERY INC Cristofaro, Subasic Cristofaro, Subasic Cristofaro, Subasic Cristofaro, Subasic	118.00 118.00 266.00 266.00	05/22/2026 05/22/2026 05/22/2026 05/22/2026	Check Sequence: 73 10-30-40806 10-30-40806 10-30-40806 10-30-40806	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	768.00			
Vendor: 7880 40663	ONLY CUTS AND PRINTS Refund for contractor license, they paid twice 26	100.00	05/22/2026	Check Sequence: 74 10-13-30380	ACH Enabled: False
	Check Total:	100.00			
Vendor: 0270 3398-215708 3398-215869	O'REILLY AUTOMOTIVE, INC. Ball Joints, Sway Bar Links & Bushings #213 Oil Seal #213	230.34 57.34	05/22/2026 05/22/2026	Check Sequence: 75 08-01-50090 08-01-50090	ACH Enabled: False
	Check Total:	287.68			
Vendor: 2249 295006738 296355128 296356172	ORKIN Weekly services Weekly services Weekly services	330.00 330.00 330.00	05/22/2026 05/22/2026 05/22/2026	Check Sequence: 76 10-60-62460 10-60-62460 10-60-62460	ACH Enabled: False
	Check Total:	990.00			
Vendor: 8300 16453	PAGODA COMPUTER SUPPLIES Remanufactured standard yield cyan toner for HI	340.00	05/22/2026	Check Sequence: 77 34-01-62680	ACH Enabled: False
	Check Total:	340.00			
Vendor: 4704 03312026	PAN AMERICAN BANK 3/31/2026 - Water bill lock box	431.83	05/22/2026	Check Sequence: 78 34-01-59010	ACH Enabled: False
	Check Total:	431.83			
Vendor: 3296 05112026	PANORAMIC LANDSCAPING April Senior Grass Cutting 80 cuts x \$27.00	2,160.00	05/22/2026	Check Sequence: 79 10-18-51840	ACH Enabled: False
	Check Total:	2,160.00			
Vendor: 0599 163255	PESCHE'S FLOWER, INC. Potting Mix	175.92	05/22/2026	Check Sequence: 80 10-90-62715	ACH Enabled: False
	Check Total:	175.92			
Vendor: 5442	GIULIANO PETRUCCI			Check Sequence: 81	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
04302026	Plumbing inspector services for Giuliano Petrucc	2,625.00	05/22/2026	10-13-40203	
	Check Total:	2,625.00			
Vendor: 3945 167507256Apr26	PIONEER PRESS-HERALD JOURNAL Renewal Subscription 26 weeks	69.39	05/22/2026	Check Sequence: 82 10-01-51700	ACH Enabled: False
	Check Total:	69.39			
Vendor: 5340 16281A 16282A 16283A	RC COMMUNICATIONS Replacement Av for Community Room Replacement Av for Roll Call Replacement Av for Chief's Conference Room	27,426.00 2,627.50 3,199.00	05/22/2026 05/22/2026 05/22/2026	Check Sequence: 83 65-10-84400 65-10-84400 65-10-84400	ACH Enabled: False
	Check Total:	33,252.50			
Vendor: 4552 0551-016508451	REPUBLIC SERVICES #551 Recycling, Residential and Yardwaste Services A	153,854.11	05/22/2026	Check Sequence: 84 09-01-64010	ACH Enabled: False
	Check Total:	153,854.11			
Vendor: 0387 4177	Russos Pool & Spa Filter Sand	15.99	05/22/2026	Check Sequence: 85 10-90-82630	ACH Enabled: False
	Check Total:	15.99			
Vendor: 2419 SPI21581465 SPI21581466	RUSSO'S POWER EQUIPMENT Tires Standard Mowers (4 @ 62.99) Grooved Ball Bearing Weed Wacker	251.96 25.99	05/22/2026 05/22/2026	Check Sequence: 86 08-01-50034 08-01-50034	ACH Enabled: False
	Check Total:	277.95			
Vendor: 1999 3741664 3785339	SAFEBUILT, LLC April 2026 - Building dept signature on forms Third party review fees for April 2026	530.93 1,977.73	05/22/2026 05/22/2026	Check Sequence: 87 10-13-40100 10-13-40100	ACH Enabled: False
	Check Total:	2,508.66			
Vendor: 0579 305358	SAM'S TOWING SERVICE, INC. Labor & parts	3,444.00	05/22/2026	Check Sequence: 88 08-01-50090	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	3,444.00			
Vendor: 1899 9328620	SERVICE SANITATION, INC. Const Basic Restroom Sv's, Environmental Fee, .	197.50	05/22/2026	Check Sequence: 89 10-90-62600	ACH Enabled: False
	Check Total:	197.50			
Vendor: 4504 165101358-001 165101358-001 165151061-001	SITEONE LANDSCAPE SUPPLY Lesco Sun & Shade Park Seed Lesco Sun & Shade Park Seed Pulverized Top Soil Bulk	603.65 603.65 182.50	05/22/2026 05/22/2026 05/22/2026	Check Sequence: 90 34-02-63070 34-01-62860 10-90-62670	ACH Enabled: False
	Check Total:	1,389.80			
Vendor: 3739 242870	SMG SECURITY SYSTEMS, INC. Repair Community Cameras	4,250.00	05/22/2026	Check Sequence: 91 10-02-55050	ACH Enabled: False
	Check Total:	4,250.00			
Vendor: 2103 611400007535	ANDY SMOLEN Reimburse Andy Smolen, volunteer tree planting	314.06	05/22/2026	Check Sequence: 92 10-90-52000	ACH Enabled: False
	Check Total:	314.06			
Vendor: 1851 2763	SPEAR LANDSCAPING INC Sidewalk around hotel project 4/1-5/11/26	87,080.00	05/22/2026	Check Sequence: 93 22-01-64000	ACH Enabled: False
	Check Total:	87,080.00			
Vendor: 5301 INV-023325	SPRINGBROOK SOFTWARE Annual Springbrook Software Maint. (5/1/26-4/3	114,497.13	05/22/2026	Check Sequence: 94 10-02-54200	ACH Enabled: False
	Check Total:	114,497.13			
Vendor: 3795 P10257	STANDARD EQUIPMENT COMPANY WLDT - LOW, BRG - LWR ROLL, SPLICE KI	1,533.90	05/22/2026	Check Sequence: 95 08-01-50090	ACH Enabled: False
	Check Total:	1,533.90			
Vendor: 3223 904186507	STATE INDUSTRIAL PRODUCTS Station Cleaning Supplies Station 1	132.90	05/22/2026	Check Sequence: 96 10-30-62030	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
904186508	Station Cleaning Supplies Station 2	132.90	05/22/2026	10-30-62030	
904190733	Block Work BCT, Primezyme, Sewer Solvent	2,561.88	05/22/2026	34-02-62880	
	Check Total:	2,827.68			
Vendor: 1565 8014100815	STERICYCLE, INC Monthly	25.97	05/22/2026	Check Sequence: 97 10-20-60630	ACH Enabled: False
	Check Total:	25.97			
Vendor: 3221 253456	STRATUS NETWORKS Fiber line to Police dept - Fire dcpt, pump house.	4,120.00	05/22/2026	Check Sequence: 98 10-02-51200	ACH Enabled: False
	Check Total:	4,120.00			
Vendor: 5963 1597	SYNERGY SALES & SERVICE, INC Services, Reagents, pH	2,823.00	05/22/2026	Check Sequence: 99 34-01-62860	ACH Enabled: False
	Check Total:	2,823.00			
Vendor: 2341 7000950	T2 SYSTEMS CANADA INC Digital Iris Service 5/1/26-5/31/26	100.00	05/22/2026	Check Sequence: 100 41-01-63220	ACH Enabled: False
	Check Total:	100.00			
Vendor: 1505 05012026	THE JORDAN GROUP April public affairs, marketing, and public relatic	6,000.00	05/22/2026	Check Sequence: 101 10-01-51880	ACH Enabled: False
	Check Total:	6,000.00			
Vendor: 5313 1879	THOMAS HERRERA LANDSCAPING Vacant and foreclosed lots grass cutting, April 20	690.00	05/22/2026	Check Sequence: 102 10-13-53000	ACH Enabled: False
	Check Total:	690.00			
Vendor: 3351 853547952	THOMSON REUTERS - WEST May Monthly Billing	274.65	05/22/2026	Check Sequence: 103 10-20-60560	ACH Enabled: False
	Check Total:	274.65			
Vendor: 0460 647677	UTILITY SERVICE COMPANY, INC. Elevated Belmont Ave - Tank	11,423.01	05/22/2026	Check Sequence: 104 34-01-88906	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
647832	Elevated Franklin Ave Clearing Tank	8,514.60	05/22/2026	34-01-88906	
647931	Ground Storage Curtis Tank	15,282.93	05/22/2026	34-01-88906	
647932	Ground Storage King Street West Tank	45,048.66	05/22/2026	34-01-88906	
647933	Ground Storage King Street East Tank	45,048.66	05/22/2026	34-01-88906	
	Check Total:	125,317.86			
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 105	ACH Enabled: False
6139546495	ESTB Cell phone charges	760.11	05/22/2026	07-01-51200	
6139546496	911 Portion of Cell Phones	2,404.94	05/22/2026	07-01-51200	
6142059427	Monthly cell phone charges for water- April #98	1,484.64	05/22/2026	34-01-80500	
6142059427	Monthly cell phone charges for general- April #9	2,013.53	05/22/2026	10-02-80300	
6142059428	Monthly Parking Meter Charges for Metra Statio	72.02	05/22/2026	41-01-65000	
6142059429	Monthly Tablet for Water Dept - April	156.13	05/22/2026	34-01-80500	
6142059429	Monthly Tablet Charges for Admin - April	100.10	05/22/2026	10-02-80300	
	Check Total:	6,991.47			
Vendor: 5565	VISIT OAK PARK			Check Sequence: 106	ACH Enabled: False
10420	Annual Ducs FY26	5,000.00	05/22/2026	10-12-51870	
	Check Total:	5,000.00			
Vendor: 1299	W.S. DARLEY & COMPANY			Check Sequence: 107	ACH Enabled: False
17584672	Firefighting gloves	143.00	05/22/2026	10-30-62180	
	Check Total:	143.00			
Vendor: 2087	NICHOLAS WALNY			Check Sequence: 108	ACH Enabled: False
05012026	Reimbursement for 2026 APA NPC Conference	1,075.00	05/22/2026	10-12-53150	
05012026	Reimbursement for gas usage, Chi - Det round-tr	136.20	05/22/2026	10-12-53150	
05072026	Travel reimbursement, May 6, 2026 to CMAP fo	26.59	05/22/2026	10-12-53150	
	Check Total:	1,237.79			
Vendor: 1482	Ward Auto Body, Inc			Check Sequence: 109	ACH Enabled: False
9368	Parts and Labor (Body Repair) #878	2,940.59	05/22/2026	08-01-50090	
	Check Total:	2,940.59			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 3483 IV68746	ATTN: CASSIE HALATEK WINTER EQUIPMENT COMPANY Plow Guard Curb Cast, Freight Charge	6,475.30	05/22/2026	Check Sequence: 110 10-90-82630	ACH Enabled: False
	Check Total:	6,475.30			
Vendor: 0209 272295-000 272368-000	ZIEBELL WATER SERVICE PRODUCTS PVC HW SWR PIPE, PVC BBB TEE 15x15 conc to PVC RC CPLG	1,563.00 1,045.08	05/22/2026 05/22/2026	Check Sequence: 111 34-02-63070 34-02-63070	ACH Enabled: False
	Check Total:	2,608.08			
	Total for Check Run:	1,193,095.42			
	Total of Number of Checks:	111			

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 04/30/2026 - 11:21AM
 Batch: 00228.04.2026



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: COMED	5257						
				340372	04/28/2026		
2101662000Apr26	5,628.33	04/28/2026	9535 Belmont	2101662000	3/18-4/17/26	34-01-62800	
2101662000Nov25	7,424.48	04/28/2026	9535 Belmont	2101662000	10/17-11/17/25	34-01-62800	
2101662000Oct25	7,776.47	04/28/2026	9535 Belmont	2101662000	9/17-10/17/25	34-01-62800	
Total for Check	20,829.28						
Total for 5257	20,829.28						
Vendor: KEVIN PAMINT	7905						
				340373	04/28/2026		
042126	61.35	04/28/2026	Reimb for CDL renewal			34-01-50200	
Total for Check	61.35						
Total for 7905	61.35						
Vendor: LUIS HERNANDEZ	4575						
				340265	04/02/2001		
041726	774.39	04/28/2026	Reimb for Hotel for Watercon Conference			10-90-52000	
Total for Check	774.39						
Total for 4575	774.39						
Total Checks:	21,665.02						

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 05/01/2026 - 12:25PM
 Batch: 00430.04.2026



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 3334	FRANKLIN PARK POLICE PENSION						
				340376	04/30/2026		
04302026	694,500.00	04/30/2026	Additional PPRT contribution for FY26			10-27-68000	
Total for Check	694,500.00						
Total for 3334	694,500.00						
Vendor: 3570	FRANKLIN PARK FIRE PENSION FI						
				340375	04/30/2026		
043026	593,018.00	04/30/2026	Additional PPRT contribution for FY26			10-26-68000	
Total for Check	593,018.00						
Total for 3570	593,018.00						
Total Checks:		1,287,518.00					

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2627-R- __

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING A JOINT FUNDING AGREEMENT FOR FEDERALLY
FUNDED CONSTRUCTION FOR THE FRANKLIN AVENUE RECONSTRUCTION
PROJECT (SECTION NUMBER 17-00083-02-PV)**

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

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

RESOLUTION NUMBER 2627-R _____

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING A JOINT FUNDING AGREEMENT FOR FEDERALLY
FUNDED CONSTRUCTION FOR THE FRANKLIN AVENUE RECONSTRUCTION
PROJECT (SECTION NUMBER 17-00083-02-PV)**

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

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

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

Section 2. The Joint Funding Agreement for Federally Funded Construction for the Franklin Avenue Reconstruction Project (17-00083-02-PV) by and between the Illinois Department of Transportation and the Village of Franklin Park, Cook County, Illinois (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village Engineer or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. That the Village’s portion of funding for the completion of the project along with all other required financial and maintenance obligations of the Village are hereby authorized and approved.

Section 4. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the Agreement and that the Village Clerk is hereby further directed to provide the Illinois Department of Transportation with the necessary certified copies of this Resolution.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2026, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement



**Joint Funding Agreement for
Federally Funded Construction**

LOCAL PUBLIC AGENCY

Local Public Agency Village of Franklin Park		County Cook	Section Number 17-00083-02-PV
Fund Type NHFP	ITEP, SRTS, HSIP Number(s) N/A	MPO Name CMAP	MPO TIP Number 04-17-0009

Construction

State Job Number C-91-267-24	Project Number UJHE(042)
---------------------------------	-----------------------------

- Local Let/Day Labor
 Construction on State Letting
 Construction Engineering
 Utilities
 Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Belmont Avenue	FAU 1373	0.07 mile	00.23	00.30
Location Termini Williams Drive (Cenco) to Mannheim Road				
Current Jurisdiction LPA		Existing Structure Number(s) N/A		
		<input type="button" value="Remove"/>		

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Mannheim Road	FAP 0330	0.17 mile	16.02	16.19
Location Termini S of Gage AVE to Anderson PL				
Current Jurisdiction LPA		Existing Structure Number(s) N/A		
		<input type="button" value="Remove"/>		

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Belmont AVE	MS 3040	0.08 mile	00.90	00.98
Location Termini 0.1 MI W of Williams DR to Williams DR				
Current Jurisdiction LPA		Existing Structure Number(s) N/A		
		<input type="button" value="Remove"/>		

PROJECT DESCRIPTION

This is a separate phase of the Franklin Avenue Project and includes reconstruction and widening of Belmont Avenue, construction of right turn lane from SB Mannheim Road to WB Belmont Avenue, providing roadway lighting and modernization of the traffic signals.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Franklin Park	17-00083-02-PV	C9126724	UJHE(042)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The STATE may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are delineated within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 **STATE Audits:** The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract, adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the STATE and the FHWA.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on STATE awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
- b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1. Division of Cost
<input checked="" type="checkbox"/>	2. Location Map
<input checked="" type="checkbox"/>	3. Risk Assessment
<input checked="" type="checkbox"/>	4. Attestations
<input checked="" type="checkbox"/>	5. Resolution*
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency
Name of Official (Print or Type Name)
Barrett F. Pedersen

Title of Official
Village President

Signature	Date

The above signature certifies the agency's TIN number is
366005882 conducting business as a Governmental Entity.

DUNS Number 066203662
UEI MDD9XHF4N486

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

	Date

By:
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

	Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

	Date

Michael Prater, Chief Counsel

	Date

Vicki Wilson, Chief Fiscal Officer

	Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Franklin Park	Cook	17-00083-02-PV	C-91-267-24	UJHE(042)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	NHFP	\$2,120,000.00	*				Local	\$512,000.00	BAL	\$2,632,000.00
Construction Engineering	NHFP	\$212,000.00	*				Local	\$53,000.00	BAL	\$265,000.00
Non-Participating Construction							Local	\$18,000.00	100%	\$18,000.00
Total		\$2,332,000.00		Total			Total		\$583,000.00	\$2,915,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (NHFP) participation 80%, NTE \$2,332,000 (Construction Engineering portion 80%, NTE \$212,000)
 ~ Non-Participating Construction include but not limited to light detector, etc.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

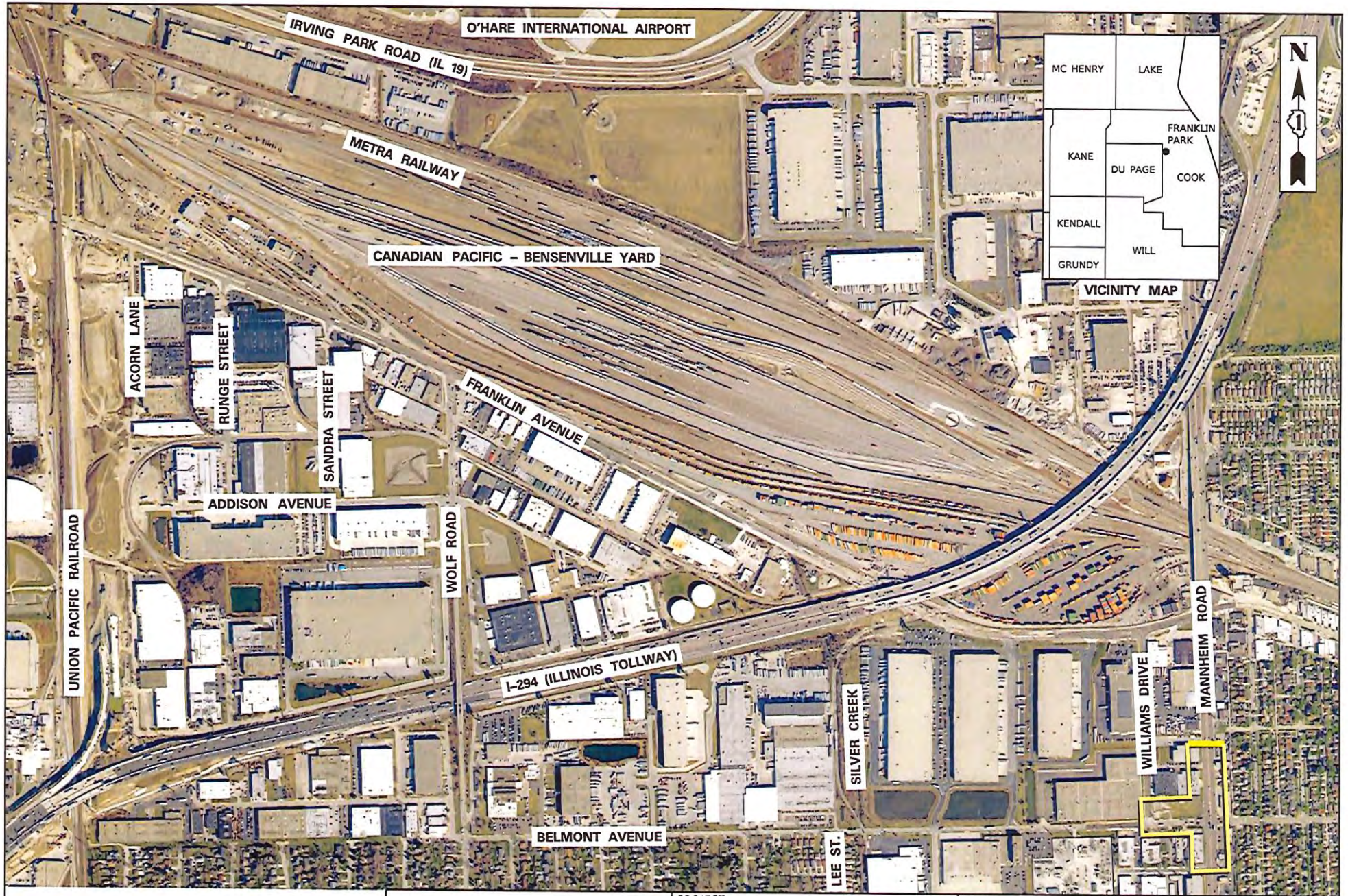
METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.


METHOD C - LPA's Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 2



 PROJECT LIMITS

 **exp** U.S. Services Inc.
Chicago, IL
BUILDINGS • EARTH & ENVIRONMENT • ENERGY
INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY

PROJECT:
BELMONT AVENUE IMPROVEMENT
(SECTION NO. 17-00083-02-PV)
VILLAGE OF FRANKLIN PARK
COOK COUNTY, IL

TITLE:
**EXHIBIT 1
PROJECT LOCATION MAP**

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Franklin Park	17-00083-02-PV	Cook		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	0
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	1
Financial Controls	0
Audits	0
Total	1

District Review Signature & Date
Fely Gregorio Digitally signed by Fely Gregorio
 Date: 2025.03.03 11:20:06 -06'00'

Central Office Review Signature & Date
Teresa Cline Digitally signed by Teresa Cline
 Date: 2025.03.05 08:18:19 -06'00'

Additional Requirements? Yes No

Local Public Agency	Section Number	State Job Number	Project Number
Village of Franklin Park	17-00083-02-PV	C9126724	UJHE(042)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Franklin Park LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?
 Yes No
2. Does the Village of Franklin Park LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Village of Franklin Park LPA fiscal year?
 Yes No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.
- a. Has the Village of Franklin Park LPA performed a single audit for their previous fiscal year?
 Yes No
i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?
 Yes No
- b. For the current fiscal year, does the Village of Franklin Park LPA intend to comply with Subpart F of 2 CFR 200?
 Yes No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Cynthia Perez	Deputy Comptroller	Village of Franklin Park

Signature & Date

Cynthia Perez	Digitally signed by Cynthia Perez Date: 2024.10.02 12:47:49 -05'00'
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SCHEDULE #6

An addendum to the Local Agency Agreement

VILLAGE OF FRANKLIN PARK

FAU 1373 / Belmont Avenue
FAP 0330 / Mannheim Road
MS 3040 / Belmont Avenue
Section No.: 17-00083-02-PV
Job No.: C-91-267-24
Cook County

**CHANGES IN "AGREEMENT PROVISIONS"
UNDER "IT IS MUTUALLY AGREED":**

The following items are added:

7. All traffic control equipment to be used in the traffic signal work included herein must be approved by the STATE prior to its installation. The STATE must be notified a minimum of seven (7) working days prior to the final inspection. Final inspection of the signalized intersection will be made by a representative of the STATE, and, if satisfactory, authorization for turn on will be given.
8. Upon acceptance of the traffic signal by the STATE the financial responsibility for maintenance and electrical energy for the operation of the traffic signal at the intersection shall be proportioned as follows:

	<u>MAINTENANCE</u>	<u>ELECTRICAL ENERGY</u>
US Rte 12-45 (Mannheim Rd) at Belmont Ave	100% STATE 0% VILLAGE	50% STATE 50% VILLAGE

and remain as outlined in the Master Agreement executed between the Village of Franklin Park (LPA) and the STATE.

9. The actual maintenance of traffic signal at the above intersection will be performed by the STATE with its own forces or through ongoing contractual agreement.
10. The financial responsibility for the maintenance of the "Emergency Vehicle Preemption" equipment at the signalized intersection above shall be borne by the LPA.
11. The STATE retains the right to control the sequence and timing of the traffic signals and interconnect.
12. Payment by the STATE of any or all of its share of maintenance is contingent upon the STATE receiving adequate funds in its annual appropriation.
13. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the signalized intersections which requires modernization or reconstruction to said traffic signal then the LPA agrees to be financially responsible for all costs to relocate or reconstruct the emergency vehicle pre-emption equipment with the STATE's proposed improvement.

All costs associated with the installation, future maintenance, or replacement of non-standard Department equipment, finish or hardware shall be the sole responsibility of the LPA. This includes, but is not limited to, painting of the signal hardware, etc.

14. Upon final field inspection of the improvement, the LPA agreed to maintain, or cause to be maintained, those portions of the improvement which are not maintained by the STATE.
15. The LPA agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the sidewalks, and other appurtenances. The LPA further agrees to indemnify and hold harmless the STATE, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the operation of the fencing, etc.

If, in the future, the STATE adopts a roadway or traffic signal improvement on which requires modification, relocation or reconstruction to said sidewalks, and other appurtenances, then the LPA hereby agrees to be financially responsible for its proportionate share of costs to modify, relocate or reconstruct sidewalk, and other appurtenances. in conjunction with the STATE's proposed improvement.

16. Upon acceptance by the STATE, the jurisdiction, ownership, and maintenance of all roadway lighting, will be the responsibility of the LPA. LPA will be responsible for 100% energy cost for all roadway lighting.

All provisions, conditions, restrictions, and requirements of this agreement shall be binding upon and inure to the benefit of the successors, assigns, administrators, executors or heirs of the parties hereto.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2627-VC- __

**AN ORDINANCE AMENDING SECTION 6-6F-I OF CHAPTER SIX OF TITLE
SIX OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS REMOVING PARKING RESTRICTIONS ON DORA STREET
FROM GRAND AVENUE TO CHESTNUT AVENUE**

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

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

ORDINANCE NUMBER 2627-VC-_____

AN ORDINANCE AMENDING SECTION 6-6F-1 OF CHAPTER SIX OF TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS REMOVING PARKING RESTRICTIONS ON DORA STREET FROM GRAND AVENUE TO CHESTNUT AVENUE

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 regulating parking and traffic requirements within 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 interest of the health, safety, and welfare of the residents of the Village to provide for the regulations herein specified.

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. Section 6-6F-1 (“*Parking Prohibited in Certain Places or Zones*”) of

Article F (“*Parking Restrictions*”) of Chapter 6 (“*Traffic Schedules*”) of Title 6 (“*Motor Vehicles and Traffic*”) of the Village Code of Franklin Park is hereby amended by deleting the following stricken language to read, as follows:

6-6F-1. – Parking prohibited in certain places or zones.

Street	Side	Area
Dora Street	From Grand Avenue to Chestnut Avenue	

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2026, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL J. ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2627-VC-__

**AN ORDINANCE AMENDING SECTION 6-6B-2 OF CHAPTER SIX
OF TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS (STOP SIGN AT
NORTHBOUND PEARL STREET AT FRANKLIN AVENUE)**

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

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

ORDINANCE NUMBER 2627-VC-__

AN ORDINANCE AMENDING SECTION 6-6B-2 OF CHAPTER SIX
OF TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS (STOP SIGN AT
NORTHBOUND PEARL STREET AT FRANKLIN AVENUE)

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

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

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 interest of the health, safety, and welfare of the residents of the Village to provide for the regulations herein specified.

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. Section 6-6B-2 ("*Stop Intersections Designated*") of Article B ("*Stop Intersections*") of Chapter 6 ("*Traffic Schedules*") of Title 6 ("*Motor Vehicles and Traffic*") of

the Village Code of Franklin Park is hereby amended by adding the underlined language to read, as follows:

6-6B-2. - Stop intersections designated.

Street	Traffic Stop For
<u>Pearl Street (northbound)</u>	<u>Franklin Avenue</u>

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2026, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL J. ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2627-VC-___

**AN ORDINANCE AMENDING SECTION 6-6B-2 OF CHAPTER SIX OF TITLE SIX
OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS (REMOVE STOP SIGN AT EDGINGTON AND NEVADA)**

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

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

ORDINANCE NUMBER 2627-VC-__

AN ORDINANCE AMENDING SECTION 6-6B-2 OF CHAPTER SIX OF TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (REMOVE STOP SIGN AT EDGINGTON AND NEVADA)

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

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

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 interest of the health, safety, and welfare of the residents of the Village to provide for the regulations herein specified.

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. Section 6-6B-2 ("*Stop Intersections Designated*") of Article B ("*Stop Intersections*") of Chapter 6 ("*Traffic Schedules*") of Title 6 ("*Motor Vehicles and Traffic*") of

the Village Code of Franklin Park is hereby amended by deleting the following stricken language to read, as follows:

6-6B-2. – Stop intersections designated.

Street	Traffic Stop For
Edgington	Nevada
Nevada	Edgington

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2026, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL J. ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2627-VC- __

**AN ORDINANCE AMENDING SECTION 6-6F-1 OF CHAPTER SIX OF TITLE
SIX OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS PROHIBITING PARKING ON THE EAST SIDE OF WASHINGTON
STREET BETWEEN KING AVENUE AND GAGE AVENUE**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 05/18/26
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2627-VC- __

AN ORDINANCE AMENDING SECTION 6-6F-1 OF CHAPTER SIX OF TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS PROHIBITING PARKING ON THE EAST SIDE OF WASHINGTON STREET BETWEEN KING AVENUE AND GAGE AVENUE

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 regulating parking and traffic requirements within 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 interest of the health, safety, and welfare of the residents of the Village to provide for the regulations herein specified.

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. Section 6-6F-1 (“*Parking Prohibited in Certain Places or Zones*”) of Article F (“*Parking Restrictions*”) of Chapter 6 (“*Traffic Schedules*”) of Title 6 (“*Motor Vehicles and*

Traffic”) of the Village Code of Franklin Park, is hereby amended by adding the following new underlined language to read, as follows:

6-6F-1. – Parking prohibited in certain places or zones.

It shall be unlawful to permit any vehicle to stand or be parked in any of the following places or zones at any time:

Street	Side	Area
<u>Washington Street</u>	<u>East Side</u>	<u>Between King Avenue and Gage Avenue</u>

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

Section 5. If any part of this Ordinance is found to be in conflict with any other ordinance, resolution, motion or order or parts thereof, the most restrictive or highest standard shall prevail.

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2026, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2627-G-__

**AN ORDINANCE APPROVING AN AGREEMENT FOR ENGINEERING
SERVICES FROM MAY 1, 2026 TO APRIL 30, 2027 BY AND BETWEEN
SMITH LASALLE, INCORPORATED AND THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

ORDINANCE NUMBER 2627-G- __

AN ORDINANCE APPROVING AN AGREEMENT FOR ENGINEERING SERVICES FROM MAY 1, 2026 TO APRIL 30, 2027 BY AND BETWEEN SMITH LASALLE, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

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

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

Section 2. The Agreement and Scope of Services for Village Engineering Services by and between Smith LaSalle, Incorporated and the Village of Franklin Park, Cook County, Illinois (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village President, the execution thereof by the Village President to constitute the approval by the Corporate Authorities of any and all changes or revisions therein contained.

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

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2026, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

EXHIBIT A

THIS AGREEMENT dated May 1, 2026 between Village of Franklin Park ("CLIENT") and SMITH LASALLE, INC. ("SMITH LASALLE" OR "ENGINEER"), is to perform professional consulting engineering services as outlined in the Proposal (Exhibit A) submitted by SMITH LASALLE.

SCOPE OF SERVICES

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

COMPENSATION

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

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

SMITH LASALLE, INC.

CLIENT



Signature

Signature

Thomas McCabe

Printed Name

Printed Name

Vice President/ Dir of Operations

Title

Title

May 1, 2026

Date

Date

**PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.**

1. Standard of Care - In providing services under this Agreement, the ENGINEER shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar region. The ENGINEER makes no certifications, guarantees or warranties express or implied under this agreement in connection with SMITH LASALLE'S services.

2. Assignment - Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by SMITH LASALLE as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement. There are no other understandings or contracts except as stated in this Professional Services Agreement.

3. Hidden Conditions and Hazardous Materials - SMITH LASALLE shall not be responsible for a structural condition that is hidden if it is concealed by existing finishes or if it cannot be investigated by reasonable visual observation. SMITH LASALLE assumes no responsibility or liability for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

4. Reuse of Documents - All documents including calculations, computer files, drawings, and specifications prepared by SMITH LASALLE pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. They are and shall remain the property of SMITH LASALLE. Any reuse without written approval or adaptation by SMITH LASALLE is prohibited. Any unauthorized use is the sole responsibility of the CLIENT who agrees to indemnify and hold harmless SMITH LASALLE from any and all claims.

5. Information - The CLIENT shall furnish, at their expense, all information, requirements, reports and data required by this Agreement. SMITH LASALLE is entitled to rely upon the accuracy and completeness thereof and will not verify its accuracy. SMITH LASALLE shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENTS consultants and contractors.

6. Opinion of Probable Cost - SMITH LASALLE'S opinion of probable structural construction cost, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. SMITH LASALLE cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

7. Construction Phase Services - If construction phase services are provided, SMITH LASALLE will not supervise, direct, or have control over the Contractor's work. SMITH LASALLE shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENTS contract with the General Contractor. In addition, SMITH LASALLE shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents.

8. Services Performed - SMITH LASALLE and the CLIENT agree that the services performed by SMITH LASALLE pursuant to this Agreement are solely for the benefit of the Client and are not intended by either SMITH LASALLE for the CLIENT to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by SMITH LASALLE pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

9. Force Majeure - SMITH LASALLE shall not be in default, at any tier, because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of SMITH LASALLE such as, but not limited to, labor disputes, acts of God, accidents or severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of SMITH LASALLE. "Default" includes failure to make progress in the Work so as to endanger performance.

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect SMITH LASALLE from claims for

negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEER'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation insurance. SMITH LASALLE shall, if requested in writing, provide certificates of insurance to the Client.

11. Indemnification - To the fullest extent permitted by law, the ENGINEER and the CLIENT mutually agree to indemnify and hold each other harmless from any damages and losses arising from their own negligent acts, errors or omissions in their performance under this Agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault. The Client shall indemnify and hold harmless SMITH LASALLE and all of its personnel, and other design team members, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site. The indemnifications as stated in this section shall apply to the respective officers, members, directors, partners, agents, employees, and subconsultants of SMITH LASALLE and CLIENT.

12. Limitation of Liability - The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants shall not exceed SMITH LASALLE'S total fee in this agreement. The CLIENT agrees this limitation of liability applies to any cause of action.

13. Changes to The Work - Any and all changes to the services to be provided by SMITH LASALLE, which are within the general scope of Exhibit A, shall be in writing and countersigned by SMITH LASALLE and CLIENT before SMITH LASALLE shall be obligated to provide such services. Any adjustment in the compensation to be provided SMITH LASALLE or the schedule of work resulting from such changes shall be set forth in the countersigned document.

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and SMITH LASALLE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Payment - Invoices for fees and other direct charges and services shall be submitted, at SMITH LASALLE'S option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. If the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount. In the event any portion of an account remains unpaid 45 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments on account will be credited first to any service charge and then to any outstanding balances. In the event that any portion of an account remains unpaid 30 days after billing, SMITH LASALLE may, without waiving any claim or right against the Client, and without liability whatsoever to the CLIENT, suspend or terminate the performance of all services.

16. Termination - If the CLIENT or SMITH LASALLE terminates the agreement, for whatever reason, the CLIENT shall pay all costs to SMITH LASALLE incurred from inception of the agreement to the date of suspension in accordance with the compensation agreed upon in the scope of services provided by SMITH LASALLE.

17. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws or principles.

18. Dispute Resolution - SMITH LASALLE and the CLIENT agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between SMITH LASALLE and CLIENT cannot be settled within 30 days by good faith SMITH LASALLE and the CLIENT agree to submit it to nonbinding mediation.

Exhibit A: Smith LaSalle Proposed Scope of Services for FY 2027 Franklin Park Village Engineering

**PART I
SERVICES**

A. Project Description

The "Client" is retaining Smith LaSalle to perform Village Staff Engineering services for a set fee and term. The "Client" does not have professional engineering personnel on staff to perform the day-to-day engineering functions required to operate the Village. Smith LaSalle would provide those staff services defined below in the scope of work on a fixed retainer basis. The contract would run from 1 May 2026 through 30 April 2027.

B. Scope

Village Engineering Management - Smith LaSalle will provide Thomas McCabe, P.E., or a replacement suitable to the Village, to perform up to 1100 hour's labor, and Joe Webster to perform up to 1000 hour's labor on the following tasks on a recurring basis throughout the term of the contract.

Conduct general staff engineering tasks such as:

- Develop Capital Improvement Project budgets in collaboration with Village staff.
 - Answer questions from Developers regarding development in Franklin Park.
 - Attend meetings with developers and Village Economic Development staff.
 - Attend Village Board meetings, Committee meetings, and Mayor's staff meetings.
 - Attendance at NCCATS and WCMC scheduled meetings.
2. Conduct, with Village staff, investigations and provide opinion on solutions to problems with existing infrastructure. The design of such projects will be under separate agreement.
 3. Attend meetings with residents/property owners on drainage complaints and provide opinion on recommended solutions to those complaints. The design of such solutions will be under separate agreement.
 4. Review engineering plans, for compliance with Village Code, submitted for development review and complete field inspections of development during construction.
 5. Provide coordination, on Village related issues, with other government agencies such as IEPA, MWRDGC, Cook County DOT and IDOT.
 6. Coordinate with other staff members and Village Board for planning capital improvements to the Village's infrastructure.
 7. Provide, in coordination with Village staff, assistance in planning MFT/STP projects. Design

and construction engineering would be performed under separate agreement.

Stormwater Program Management/ Development Review - Smith LaSalle would provide a Certified Flood Plain Manager and MS4 Program Manager to provide support for up to 500 hours. The Development Manager is available at a minimum two days per week to meet with residents and staff. Floodplain permit reviews may be performed in the Smith LaSalle office or at Village Hall. The following tasks will be performed on a recurring basis.

1. Provide the following floodplain management tasks: floodplain determinations and the review of permit applications to determine compliance with the Village's Floodplain Ordinance.
2. Coordinate floodplain development with IDNR and FEMA as necessary for the Village to remain in good standing with the National Flood Insurance Program (NFIP).
3. Attend quarterly Lower Des Plaines Watershed Planning Council Meetings, MWRDGC Watershed Management Ordinance update meetings, and other floodplain related agencies meetings, as requested.
4. Respond to resident's floodplain inquires and provide any requested literature/reference materials.
5. Provide MS4 Stormwater program management. Tasks performed will include application for IEPA Stormwater permit, preparation of annual report, monitoring throughout the year compliance with Village BMPs, conducting erosion control inspections of permitted construction activities.
6. Review and approve developer projects for compliance with the MWRDGC Watershed Management Ordinance (WMO). Coordinate with MWRDGC to assure the Village maintains compliance with the WMO.
7. Review and revise Village Stormwater and Floodplain Ordinance's to comply with current standards and regulations.
8. Review development plans submitted to the Village for permitting. Coordinate with the Building Department and Community Development.
9. Meet with developers and their teams as needed to address their concerns and assist in putting together timelines and addressing issues during the permitting process.

Public Works Management – Smith LaSalle will provide Joe Thomas with up to 1,900 hours of labor to perform the following public works management tasks on a recurring basis throughout the term of the contract:

1. Prepare the Village's annual Utilities Department Budget.
2. Routine budget monitoring and coding of invoices.
3. Monitors Village drinking water usage for compliance for water loss and preparation of Village Illinois Lake Michigan Water Utilization (LMO) report.

4. Assist in preparing the 5-Year Capital Plan for the Village.
5. Assist in updating the utility atlas conversion to GIS maps.
6. Assist in preparation of the 50/50 sidewalk program.

Engineering Related Support Services – Smith LaSalle will provide basic engineering related services that include such tasks as surveying, CAD drawings, and providing items such as Zoning Maps, revised Pavement Condition maps, and other mapping requirements. Smith LaSalle will provide field services for minor construction projects. These services will be provided by Smith LaSalle professional staff for up to 1000 hours. Smith LaSalle will provide GIS services to update, maintain and add geolocation information to the Village's ArcGIS system under a separate contract.

C. Assumptions/Conditions

This agreement does not include the following project specific services:

1. The design or construction services for project specific work such as alley improvements, street improvements, roadway phase I engineering/planning, installation of water or sewer lines, and other capital improvements within the Village.
2. Preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
3. Geotechnical investigations.
4. Surveying for project described in 1 above.
5. The pursuit of/or processing of State or Federal permits, except the MS4 permit.
6. Contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
7. Cultural, historic, archeological, or wetland assessment investigations or remediation activities.
8. Preparation or reproduction of large format (greater than 11"x17") color plans, posters, or graphics.
9. Production of large volumes of copying or printing.

**PART II
CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Smith LaSalle with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Smith LaSalle may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. The Client representative for this Agreement will be Joe Lauro, Utilities Commissioner.

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

D. Office Support

The Village will provide to Mr. McCabe and Mr. Webster the following support and services:

1. Office space in Village Hall with desk, telephone, computer with standard Village office software, internet and email capability, and file cabinet space for Village generated engineering documents.
2. Expendable office supplies such as paper, copying and other routine supplies.

**PART III
COMPENSATION**

A. Compensation

Compensation for the Services shall be as follows:

Services rendered under the general engineering services will be completed with Smith LaSalle Standard hourly billing rates with a not to exceed amount of \$825,000.00. The estimated compensation per task is shown below. The exact hours for each individual may fluctuate based on workload but the not to exceed amount will not be exceeded without Village authorization. The project fee includes \$7,000.00 for reimbursable expenses.

1. Village Engineering Management	1400 Hours	\$322,000.00
2. Stormwater Program Management/ Development Review	700 Hours	\$126,000.00
3. Public Works Management	1300 Hours	\$227,000.00
4. Engineering Related Support Services	800 Hours	\$128,000.00
5. Admin Support	150 Hours	\$ 15,000.00
6. Expenses		\$ 7,000.00

Maximum Fee: **\$825,000.00**

B. Billing and Payment

1. Timing/Format

- a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- b. If payment in full is not received by Smith LaSalle within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date.

2. Billing Records

Smith LaSalle shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2627-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING AMENDMENT NUMBER FOUR TO THE BELMONT
AVENUE COMMUTER STATION DEVELOPMENT AGREEMENT**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 05/18/26
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2627-G- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING AMENDMENT NUMBER FOUR TO THE BELMONT
AVENUE COMMUTER STATION DEVELOPMENT AGREEMENT

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

WHEREAS, the Village and the Commuter Rail Division of the Regional Transportation Authority, a division of METRA (the "*METRA*") desire to amend the Commuter Station Development Agreement between METRA and the Village (the "*Agreement*") to provide for the continued operation and maintenance of the Belmont Avenue Commuter Station; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") find that it is in the best interest of the residents of the Village to enter into Amendment Four to the Agreement.

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. Amendment Number Four to the Commuter Station Development Agreement by and between METRA and the Village (the "*Amendment*"), is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village Attorney or Village President, the execution thereof

by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to undertake actions on the part of the Village as contained in this Ordinance and the Amendment to complete satisfaction of the provisions, terms or conditions stated therein.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2026, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Amendment

**AMENDMENT NO. 4 TO
THE COMMUTER STATION DEVELOPMENT AGREEMENT**

THIS AMENDMENT No. 4 (“Amendment”) Metra Agreement No. K00375-4 made and entered into this ____ day of _____, 20____, shall amend and modify the Commuter Station Development Agreement entered into on July 25, 2000, by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (“Metra”), and the Village of Franklin Park (“Municipality”). Metra and Municipality are hereinafter sometimes individually referred to as a “Party” and jointly referred to as the “Parties”.

RECITALS

A. Metra and Municipality have entered into a Commuter Station Development Agreement dated July 25, 2000 (“Agreement”), which governs the construction, operation and maintenance of the commuter rail station, parking lot and related facilities (“Station”) located along and upon the CN-IC, formerly Wisconsin Central, LTD., (“Railroad”) at Franklin Park, Illinois.

B. Amendment No. 1 to the Agreement dated February 10, 2004, allowed CRD to provide design/construction funding for the Station to Municipality.

C. Amendment No. 2 to the Agreement dated February 10, 2004, governed the sublease of specific Railroad property from CRD to Municipality to accommodate the Station.

D. Amendment No. 3 to the Agreement dated August 25, 2006, allowed the Parties to extend the completion date of construction of the Station pursuant to Section 3(d) of Amendment No. 1 to December 31, 2006.

E. The Parties now desire to extend the term of the Agreement and Municipality’s right to use and maintain the Station pursuant to the Agreement.

AMENDMENT

NOW, THEREFORE, for and in consideration of the above Recitals which are hereby incorporated into the Agreement, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Agreement is hereby amended, and the Parties agree as follows:

1. The Parties agree that:
 - A. Section 9 of the agreement is stricken in its entirety and replaced with the following new Section 9:

9. RIGHT TO TERMINATE. Either Party may at any time terminate this Agreement, **with or without cause**, by giving the other Party ninety (90) days' prior written notice of its intention to terminate.

B. Section 15 of the Agreement is stricken in its entirety and replaced with the following new Section 15:

15. USE OF FACILITIES. Municipality agrees that the Project Facilities will be used for the facilitation of CRS. Such Project Facilities shall be used from the date first used in the facilitation of CRS and shall run for as long as Metra provides Commuter Rail Service to the Franklin Park Metra Station on the North Central Service Line. The Municipality further agrees that the CRD shall be relieved of the responsibility to provide CRS should the Municipality decide to terminate this Agreement. CRD agrees that the facilitation of CRS "Use of Facilities" shall not limit the Municipality's ability to utilize the Project Facilities for other non-conforming uses, as defined in Part 1: Definitions.

2. To the extent the provisions of the Agreement are in conflict with the provisions of this Amendment, the provisions of this Amendment shall control.

3. Terms, not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement. The remaining terms, covenants, provisions and conditions of the Agreement shall remain in full force and effect.

4. This Amendment may be simultaneously executed in counterparts, each of which so executed shall be deemed to be original, and such counterparts together shall constitute one and the same instrument, the use of electronically scanned and transmitted signatures for the negotiation and execution of this Amendment shall be legal and binding and shall have the same full force and effect as if originally signed.

(signature page to follow)

THIS AMENDMENT IS ENTERED INTO between the Parties as of the date first written above.

VILLAGE OF FRANKLIN PARK:

**COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY:**

By: _____

By:  _____
James M. Derwinski, CEO / Executive Director

Name: _____

Title: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2627-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, APPROVING THE TRANSFER OF A CLASS C LIQUOR LICENSE
FROM FRANKLIN PHARMACY, INC. D/B/A FRANKLIN DISCOUNT DRUGS TO
ABN PANTRY, LLC D/B/A FRANKLIN FOOD & LIQUOR IN OPERATION AND
MANAGEMENT OF A CONVENIENCE STORE AT 9735 FRANKLIN AVENUE**

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

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

ORDINANCE NUMBER 2627-G- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, APPROVING THE TRANSFER OF A CLASS C LIQUOR LICENSE FROM FRANKLIN PHARMACY, INC. D/B/A FRANKLIN DISCOUNT DRUGS TO ABN PANTRY, LLC D/B/A FRANKLIN FOOD & LIQUOR IN OPERATION AND MANAGEMENT OF A CONVENIENCE STORE AT 9735 FRANKLIN AVENUE

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*") regulate the number of liquor licenses that are available for the sale and distribution of alcoholic beverages within the Village; and

WHEREAS, a Class C Liquor License authorizes the sale at retail on the premises specified of alcoholic liquor in original package not to be consumed on the premises (the "*Class C Liquor License*"); and

WHEREAS, a Class C Liquor License is held by Franklin Pharmacy, Inc. d/b/a Franklin Discount Drugs (the "*Franklin Pharmacy*") as part of its operation and management of a pharmacy located at 9735 Franklin Avenue, Franklin Park, Illinois (the "*Premises*"); and

WHEREAS, ABN Pantry, LLC d/b/a Franklin Food & Liquor (the "*Applicant*") is the new limited liability corporation that will operate a convenience store at the Premises; and

WHEREAS, the Applicant is requesting the transfer of the Class C Liquor License held by Franklin Pharmacy to the Applicant as part of its operation and management of the convenience store at Premises, upon meeting the requirements for the issuance of said license.

WHEREAS, it is the intent of the Corporate Authorities to authorize the transfer after the voluntary surrender of the Class C Liquor License held by Franklin Pharmacy in order for said license to be issued to the Applicant upon completion of all alcohol liquor license and building code regulations and requirements as well as securing of all applicable occupancy permits and business licenses from the Village by the Applicant for the operation and management of the convenience store located at the Premises; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the health, safety, and welfare of the residents of the Village to authorize the transfer of the Class C Liquor License to the Applicant for the operation and management of the convenience store at the Premises subject to the terms and conditions herein contained and as required by the Village Code of Franklin Park.

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

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

Section 2. The Corporate Authorities hereby authorize and direct the Liquor Commissioner to transfer and terminate the Class C Liquor License held by Franklin Pharmacy for the independent pharmacy located at the Premises, and issue same to Applicant as herein requested upon the surrender of said Class C Liquor License by Franklin Pharmacy; upon the Applicant's receipt of all applicable occupancy permits and business licenses from the Village for operation and management of the convenience store located at the Premises; upon the Applicant's full compliance with all applicable provisions of the Village Code of Franklin Park and building

code regulations of the Village; and at such time as further determined appropriate by the Local Liquor Control Commissioner. The Class C Liquor License shall not be assigned, nor shall it be issued to any other applicant.

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2026, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2627-Z-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW
FOR A RECEPTION FACILITY IN THE C-2 COMMUNITY
SHOPPING DISTRICT (ZBA 26-03: 10211 GRAND AVENUE)**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 05/18/26
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2627-Z-__

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW FOR A RECEPTION FACILITY IN THE C-2 COMMUNITY SHOPPING DISTRICT (ZBA 26-03: 10211 GRAND AVENUE)

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

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

WHEREAS, a conditional use application, ZBA 26-03, has been submitted to the Village by Ray Casali of Venue Event Management (the “*Applicant*”), as intended lessee and with permission of the Property owner, Jupiter Franklin Park, LLC (the “*Owner*”), to allow within the C-2 Community Shopping District the operation of a Reception Facility (the “*Proposed Conditional Use*”) on the property commonly known as 10211 Grand Avenue, Franklin Park, Illinois (the “*Property*”), which is part of a larger parcel legally described on Exhibit A (the “*Parcel*”); and

WHEREAS, the Zoning Board of Appeals held a public hearing on May 6, 2026 (the “*Public Hearing*”), on whether the Proposed Conditional Use should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said Public Hearing date; and

WHEREAS, the Zoning Board of Appeals has filed its findings of fact and recommendations that the Proposed Conditional Use be granted, and the Corporate Authorities have duly considered said findings of fact and recommendations; and

WHEREAS, the Corporate Authorities have determined, in the best interest of the health, safety and welfare of the residents of the Village, to grant the Proposed Conditional Use subject to the conditions identified herein.

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

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

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

Section 3. In addition to the findings set forth in Section 2 hereof, the President and the Board of Trustees further find in relation to the Proposed Conditional Use as follows:

1. The establishment, maintenance, or operation of the Proposed Conditional Use, subject to the conditions set forth herein, will not be detrimental to, or endanger the public health, safety, or welfare;
2. The Proposed Conditional Use, subject to the conditions set forth herein, will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

3. The Proposed Conditional Use, subject to the conditions set forth herein, will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the C-2 Community Shopping District;
4. Adequate utilities, access roads, drainage, and/or necessary facilities for the Proposed Conditional Use have been or are being provided at the Property;
5. Adequate measures have been or will be taken to provide ingress and egress for the Proposed Conditional Use, subject to the conditions set forth herein, designed to minimize traffic congestion in the public streets; and
6. The Proposed Conditional Use shall, in all other respects, conform to the applicable regulations of the C-2 Community Shopping District, except as such regulations may, in each instance, be modified by the Board of Trustees pursuant to the recommendations of the Zoning Board of Appeals.

Section 4. A Conditional Use, subject to the conditions set forth below, is hereby granted and issued to the Applicant for the operation of a Reception Facility use in the C-2 Community Shopping District located at 10211 Grand Avenue, Franklin Park, Illinois, and as legally described and depicted on Exhibit A.

This conditional use permit is subject to the following conditions:

1. The Conditional Use complies at all times with all other applicable codes, regulations, and ordinances of the Village of Franklin Park;
2. The Conditional Use shall be limited to Applicant, and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Franklin Park Zoning Ordinance;
3. The Conditional use shall only apply to the portion of the Parcel identified by the Village as 10211 Grand Avenue; and
4. This Ordinance shall be signed by the Applicant to signify acknowledgement of the terms hereof.

Section 5. The Applicant hereunder shall at all times comply with all Village regulations and the terms and conditions of the Conditional Use and in the event of non-compliance, said Conditional Use shall be subject to revocation by appropriate legal proceedings.

Section 6. If any section, paragraph, clause, or provision of this Ordinance shall be

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2026, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL J. ARELLANO
 VILLAGE CLERK

Exhibit A

Legal Description

PARCEL 1:

LOT 5 IN GRAND PARK SHOPPING CENTER SUBDIVISION, BEING PART OF THE WEST ½ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1974 AS DOCUMENT 22712620 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE ABOVE DESCRIBED PROPERTY CREATED PURSUANT TO THAT CERTAIN EASEMENT AND OTHER MATTERS DATED MAY 28, 1974 AND RECORDED JUNE 5, 1974 AS DOCUMENT NO. 22739740 FOR INGRESS AND EGRESS TO AND FROM THE ABOVE DESCRIBED PROPERTY AND FOR THE PURPOSES OVER AND ACROSS THE NORTH 66 FEET OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART FALLING WITHIN MANNHEIM ROAD) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR PARKING, PEDESTRIAN TRAFFIC AND ACCESS TO LOTS 1 AND 4 IN GRAND PARK SHOPPING CENTER SUBDIVISION, BEING PART OF THE WEST ½ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID EASEMENT CREATED BY CROSS EASEMENT AGREEMENT RECORDED JUNE 5, 1974 AS DOCUMENT 22739739 IN COOK COUNTY, ILLINOIS.

Address: 10211 Grand Avenue, Franklin Park, Illinois

PIN: 12-28-300-029-0000

ACKNOWLEDGMENT BY APPLICANT: THE UNDERSIGNED AUTHORIZED REPRESENTATIVES ACKNOWLEDGE THE CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Dated: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2627-Z-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW
FOR A "DRIVE-THRU LANE" AT A COFFEE SHOP IN THE C-2 COMMUNITY
SHOPPING DISTRICT (ZBA 26-04: 10335 GRAND AVENUE)**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 05/18/26
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2627-Z-__

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW FOR A “DRIVE-THRU LANE” AT A COFFEE SHOP IN THE C-2 COMMUNITY SHOPPING DISTRICT (ZBA 26-04: 10335 GRAND AVENUE)

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

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

WHEREAS, a conditional use application, ZBA 26-04, has been submitted to the Village by Matthew Nyweide on behalf of Who Brew II, LLC (the “*Applicant*”), to allow within the C-2 Community Shopping District the operation of a drive-thru lane as an accessory use to a coffee shop (the “*Proposed Conditional Use*”) on the property commonly known as 10335 Grand Avenue, Franklin Park, Illinois and as legally described on Exhibit A (the “*Property*”); and

WHEREAS, the Zoning Board of Appeals held a public hearing on May 6, 2026 (the “*Public Hearing*”), on whether the Proposed Conditional Use should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said Public Hearing

date; and

WHEREAS, the Zoning Board of Appeals has filed its findings of fact and recommendations that the Proposed Conditional Use be granted, and the Corporate Authorities have duly considered said findings of fact and recommendations; and

WHEREAS, the Corporate Authorities have determined, in the best interest of the health, safety and welfare of the residents of the Village, to grant the Proposed Conditional Use subject to the conditions identified herein.

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

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

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

Section 3. In addition to the findings set forth in Section 2 hereof, the President and the Board of Trustees further find in relation to the Proposed Conditional Use as follows:

1. The establishment, maintenance, or operation of the Proposed Conditional Use, subject to the conditions set forth herein, will not be detrimental to, or endanger the public health, safety, or welfare;
2. The Proposed Conditional Use, subject to the conditions set forth herein, will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. The Proposed Conditional Use, subject to the conditions set forth herein, will not

impede the normal and orderly development and improvement of the surrounding property for uses permitted in the C-2 Community Shopping District;

4. Adequate utilities, access roads, drainage, and/or necessary facilities for the Proposed Conditional Use have been or are being provided at the Property;
5. Adequate measures have been or will be taken to provide ingress and egress for the Proposed Conditional Use, subject to the conditions set forth herein, designed to minimize traffic congestion in the public streets; and
6. The Proposed Conditional Use shall, in all other respects, conform to the applicable regulations of the C-2 Community Shopping District, except as such regulations may, in each instance, be modified by the Board of Trustees pursuant to the recommendations of the Zoning Board of Appeals.

Section 4. A Conditional Use, subject to the conditions set forth below, is hereby granted and issued to the Applicant for the operation of a drive-thru lane as an accessory use to a coffee shop in the C-2 Community Shopping District located at 10335 Grand Avenue, Franklin Park, Illinois, and as legally described and depicted on Exhibit A.

This conditional use permit is subject to the following conditions:

1. The Applicant shall install a “Right-Turn Only” sign at the egress onto Grand Avenue.
2. The Conditional Use complies at all times with all other applicable codes, regulations, and ordinances of the Village of Franklin Park;
3. The Conditional Use shall be limited to Applicant, and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Franklin Park Zoning Ordinance; and
4. This Ordinance shall be signed by the Applicant to signify acknowledgement of the terms hereof.

Section 5. The Applicant hereunder shall at all times comply with all Village regulations and the terms and conditions of the Conditional Use and in the event of non-compliance, said Conditional Use shall be subject to revocation by appropriate legal proceedings.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2026, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2026.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL J. ARELLANO
 VILLAGE CLERK

Exhibit A

Legal Description

THE WEST 100 FEET OF THE EAST 468.23 FEET OF THAT PART OF THE WEST 1/2 SOUTHWEST ¼ OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF LAND OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS.

Address: 10335 Grand Avenue, Franklin Park, Illinois

PIN: 12-28-132-009-0000

ACKNOWLEDGMENT BY APPLICANT: THE UNDERSIGNED AUTHORIZED REPRESENTATIVES ACKNOWLEDGE THE CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Dated: _____



McConnell Jones

April 21, 2026

Honorable Village President
Village of Franklin Park, IL
9500 Belmont Ave
Franklin Park, IL 60131

McConnell & Jones, LLP (“firm,” “we,” “us,” or “our”) is pleased to confirm our understanding of the services we are to provide for the Village of Franklin Park, IL (the “Village”) for the year ended April 30, 2026.

This letter along with the enclosed Addendum for additional terms and conditions (collectively, “Agreement”), confirm our understanding of the terms and conditions of our engagement and the nature and limitations of the services we will provide to the Village. The engagement between the Village and our firm will be governed by the terms of this Agreement.

AUDIT SCOPE

Financial Statement Audit

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village, as of and for the year ended April 30, 2026, and the related notes and disclosures to the financial statements, which collectively comprise the Village’s basic financial statements.

Accounting standards generally accepted in the United States of America (“US GAAP”) provide for certain required supplementary information (“RSI”) to supplement the Village’s basic financial statements. Such information, although not a part of the Village’s basic financial statements, is required by the Governmental Accounting Standards Board (“GASB”) who considers it to be an essential part of financial reporting for placing the Village’s basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village’s RSI in accordance with auditing standards generally accepted in the United States of America (“US GAAS”). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with the management’s responses to our inquiries, the Village’s basic financial statements, and other knowledge we obtained during our audit of the Village’s basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The

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following RSI is required by US GAAP and will be subjected to certain limited procedures but will not be audited.

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule – General Corporate Fund
- 3) Budgetary Comparison Schedule – Major Funds
- 4) Schedule of Changes in the net Pension Liability and Related Ratios – Illinois Municipal Retirement Fund Regular Plan
- 5) Schedule of Village Contributions – Illinois Municipal Retirement Fund Regular Plan
- 6) Schedule of Changes in the Village Net Pension Liability and Related Ratios – Illinois Municipal Retirement Fund Sheriff's Law Enforcement Plan (SLEP)
- 7) Schedule of Changes in the Village Net Pension Liability and Related Ratios – Police Pension Fund
- 8) Schedule of Village Contributions – Firefighters' Pension Fund
- 9) Schedule of Changes in the Total OPEB Liability and Related Ratios – No Trust
- 10) Schedule of OPEB Contributions
- 11) Notes to Required Supplemental Information

We have also been engaged to report on the following supplementary information other than RSI that will accompany the Village's basic financial statements. We will subject the other supplementary information, introductory section, and statistical section schedules to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the other supplementary information in relation to the basic financial statements as a whole. We will not express an opinion or provide any assurance on the introductory section and the statistical section schedules because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Tax Increment Financing (TIF) Special Revenue and Debt Service Funds

We will also audit the 2026 Tax Increment Financing (TIF) special revenue and debt service funds. We will prepare a report on compliance with subsection (q) of section 11-74.4-3 of the Illinois TIF Allocation and Redevelopment Act.



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AUDIT OBJECTIVES

The objectives of our audit are to obtain reasonable assurance about whether the Village's financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether the financial statements are fairly presented, in all material respects, in conformity with U.S. GAAP, and to report on the fairness of the supplementary information referred above when considered in relation to the basic financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AND SINGLE AUDIT

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we be independent of the Village and its component units, exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Village's financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Village or to acts by management or employees acting on behalf of the Village. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.



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Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, which raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We will include tests of accounting records and other procedures we consider necessary to enable us to express such an opinion. Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

In connection with the audit of the Village, we will serve as the group auditor in connection with components of the Village, both terms as defined by U.S. GAAS. During the planning phase of the Village's audit, we will make a decision whether to make reference to component auditors' work in our auditor's report on the Village's financial statements or perform additional audit procedures on the respective components in order to opine on the group financial statements. Under the capacity as group auditor and with the assistance of Village management, we will request the following from component auditors:



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- A copy of the financial statements of the respective components for the most recent audit period in relation to the Village's fiscal year end.
- To advise us of other related parties not included on the list of Village related parties as provided by them and any related party transactions as they become known to the component auditors and of transactions with related parties that differ from any we may describe to them.
- To update their subsequent events procedures from the date of their report on the financial statements of respective components to the expected date of our report on the Village's financial statements and advise us of any subsequent events they identify that may require adjustment to, or disclosure in, the Village's financial statements.

AUDIT PROCEDURES – INTERNAL CONTROL

We will obtain an understanding of the Village and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the Village's financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the Village's financial statements are free of material misstatement, we will perform tests of the Village's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.



**MANAGEMENT'S RESPONSIBILITIES FOR THE FINANCIAL STATEMENTS
AND SINGLE AUDIT**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for:

- Designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of the Village's financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met.
- Identifying and ensuring that the Village complies with applicable laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs.
- Implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements and following laws and regulations, ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements, and ensuring that management and financial information is reliable and properly reported.
- Safeguarding assets, maintaining adequate records, selection and application of accounting principles; for the preparation and fair presentation of the financial statements, and all accompanying information in conformity with U.S. GAAP, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include taking reasonable measures to safeguard protected personally identifiable and other sensitive information, and identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.
- Evaluating whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern within one year after the date the financial statements are issued or available to be issued, and to provide appropriate disclosure within the financial statements, when applicable, about matters related to going concern and using the going concern basis of accounting unless management is required to prepare the financial statements in accordance with the liquidation basis of accounting.



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- Making drafts of the financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers).
- Providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to adequately perform procedures; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Village from whom we determine it necessary to obtain audit evidence.
- Adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
- The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Village involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements.
- Informing us of their knowledge of any allegations of fraud or suspected fraud affecting the Village received in communications from employees, former employees, grantors, regulators, or others.
- Taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. The summary schedule of prior audit findings should be available for our review before we start our audit fieldwork.
- The preparation of the other supplementary information which we have been engaged to report on, in conformity with U.S. GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with U.S. GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for



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such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

- Establishing and maintaining a process for tracking the status of audit findings and recommendations, and for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.
- Assuming all management responsibilities for the assistance with preparing financial statements and related notes, and any other non-attest services we provide. Management will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that management have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.
- Providing us with a written acknowledgement of all the documents that management expects to issue that will be included in the Village's ACFR, the planned timing and method of issuance of ACFR, and a final version of the ACFR (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- Providing us with a letter, at the conclusion of our audit, which confirms certain written representations about the financial statements, compliance with laws, regulations, contracts, and grant agreements, and related matters.

Management agrees to inform the auditor of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, and that may affect the financial statements.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proof or master for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.



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Regarding electronic dissemination of audited financial statements, including audited financial statements published electronically on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the website with the original document.

Regarding including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to our firm, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Regarding an exempt offering document with which we are not involved, you agree to clearly indicate in the exempt offering document that we are not involved with the contents of such offering document.

PROVISION OF OTHER SERVICES

We will assist management in preparing the Village's financial statements and related notes in conformity with U.S. GAAP based on information provided by management. In addition, we will assist the Village in drafting its State of Illinois Annual Financial Report for its TIF Districts. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. *Government Auditing Standards* also require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

We will perform the above services in accordance with applicable professional standards. The other services are limited to the assistance with preparing financial statements and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

ENGAGEMENT, ADMINISTRATION, FEES AND OTHER

We expect to begin our audit activities in July 2026 and issue all our reports by November 30, 2026 provided adherence with the following timetable for audit activities and timely receipt of requested audit documents.

Our projected plan for conducting our audit and fieldwork activities is as follows:



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Audit Phase	Audit Timelines	
	From	To
Preliminary Phase	7/28/2026	8/8/2026
Planning Phase	8/11/2026	8/15/2026
Fieldwork Phase	8/18/2026	9/19/2026
Wrap-up Phase	9/20/2026	10/10/2026
Reporting Phase	10/11/2026	10/30/2026

We have scheduled this engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in our audit fees over our original fee estimate. Additionally, it may also result in a delay in issuance of our audit report and subsequent filing of the Village's financial statements. Management will be responsible for such delays and consequences.

Mr. Chuck Kozlik is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another qualified firm representative to sign the audit report.

To ensure that our firm's independence is not impaired under the AICPA *Code of Professional Conduct*, management agrees to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

We estimate that our fees for audit and other services will be \$110,000.

Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. Our audit fee estimate is typically based on staff resources that were scheduled for this engagement for specific audit timelines as noted above. It is also based on estimated labor hours required to complete the audit work if all client preparations are completed accurately and timely. If circumstances arise that expand the scope of our audit work, or require us to re-schedule our staff resources, or we encounter exceptions that require investigations that may or may not result in exceptions or audit findings, our fee estimate will increase. If this occurs, we will communicate with you regarding our estimated fee increase.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.



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REPORTING

We will issue written reports upon completion of our audits. Our reports will be addressed to the Honorable President and Members of the Board of Trustees of the Village of Franklin Park, IL.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. If applicable, we will also provide copies of our report for you to include with the reporting package you will submit to pass-through entities. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Management may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with management the scope of the additional services and the estimated fees. We may also issue a separate engagement letter covering the additional services.

Government Auditing Standards require us to provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our latest available peer review report dated July 19, 2024 accompanies this letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us



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know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy, and return it to us.

Very truly yours,

RESPONSE: This letter correctly sets forth the understanding of the Village of Franklin Park, IL.

Officer signature: _____

Title: _____

Date: _____



TERMS AND CONDITIONS ADDENDUM

This addendum to the engagement letter describes our standard terms and conditions (Terms and Conditions) related to our provision of services to the Village of Franklin Park, IL (the "Village"). This addendum, and the accompanying engagement letter, comprise your agreement with McConnell & Jones LLP ("Agreement"). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to "Firm," "we," "us," or "our" is a reference to McConnell & Jones LLP, and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services. References to Agreement mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and these *Terms and Conditions Addendum*.

Billing and Payment Terms

We will bill you for our professional fee as indicated in our engagement letter. Payment is due upon receipt. You have thirty (30) days from the invoice date to review the invoice and to communicate to us in writing any disagreement with the charges, after which you waive the right to contest the invoice.

In accordance with our firm policies, the Firm reserves the right to suspend or terminate our work if the Village's account becomes 30 days overdue and will not be resumed until the Village's account is paid in full. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent payment, we shall not be liable for any damages you may incur as a result of the work stoppage. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our audit report. The Village will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Indemnification and Litigation

You agree to indemnify and hold us harmless for any and all liability and all reasonable costs that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of your management.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.



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If any dispute, controversy, or claim arises, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association (AAA) or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

If any dispute, controversy, or claim cannot be resolved by mediation, then the dispute, controversy, or claim will be settled by arbitration in accordance with the AAA for the Resolution of Accounting Firm Disputes. No prehearing discovery will be permitted unless specifically authorized by the arbitration panel. The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. All reasonable costs of both parties, as determined by the arbitrators, including (1) the fees and expenses of the AAA and the arbitrators and (2) the costs, necessary to confirm the award in court, will be borne entirely by the non-prevailing party (to be designated by the arbitration panel in the award) and may not be allocated between the parties by the arbitration panel.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing the engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Portals

To enhance our services to you, we will utilize Citrix ShareFile® (the Portal), a collaborative, virtual workspace in a protected, online environment. The Portal permits real-time collaboration across geographic boundaries and time zones and allows the Firm and you to share data and engagement information in a protected environment. You agree that we have



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no responsibility for the activities of the Portal and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of Portal.

The Portal is utilized solely as a method of transferring data and is not intended for the storage of your information.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Records Management

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our Firm is required to participate in the AICPA Peer Review Program covering our audit and accounting practices. This program requires that once every three years, we subject our system of quality control to an examination by another accounting firm. As part of this process, the other Firm will review a sample of our work. It is possible that the work we perform for you may be selected for its review. If it is, the Firm is bound by professional standards to keep all information confidential.

State, federal, and other regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable.

If we are not a party to the proceedings in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Marketing



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By signing this engagement letter, you are also agreeing to occasionally receive information from the firm concerning educational events, industry updates, or other information about our people and our services in printed or email form. You will always have the option to no longer receive these communications either by opting out of the email distribution, or by sending us an email indicating a change in preference.

Entire Agreement

The engagement letter, including this Terms and Conditions Addendum and any other attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties. This Agreement has been entered into solely between the Village and McConnell & Jones LLP, and no third-party beneficiaries are created hereby.

Granicus Proposal for Franklin Park, IL

ORDER DETAILS

Prepared By: Kimberly Steelman
Phone:
Email: kimberly.steelman@granicus.com
Order #: Q-536434
Prepared On: 16 Apr 2026
Expires On: 19 May 2026

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Granicus Web - Enhanced Package	Milestones - 40/30/30	1 Each	\$25,879.50
Setup and configuration package: OpenForms License	Up Front	1 Each	\$4,125.95
Training: OpenForms	Upon Delivery	1 Each	\$0.00
OpenCities Security License - Services Setup and Configuration Package	Up Front	1 Hours	\$0.00
SUBTOTAL:			\$30,005.45

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
OpenForms Team License	Annual	1 Each	\$4,496.45
OpenCities SaaS License	Annual	1 Each	\$10,869.39
OpenCities Cloud Security License	Annual	1 Each	\$0.00
SUBTOTAL:			\$15,365.84

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
OpenForms Team License	\$4,721.27	\$4,957.34	\$5,205.20	\$5,465.46
OpenCities SaaS License	\$11,412.86	\$11,983.50	\$12,582.68	\$13,211.81
OpenCities Cloud Security License	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL:	\$16,134.13	\$16,940.84	\$17,787.88	\$18,677.27

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
<p>Granicus Web - Enhanced Package</p>	<p>The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation.</p> <p>This package includes:</p> <ul style="list-style-type: none"> • Professional Project Management <ul style="list-style-type: none"> ◦ Weekly / bi-weekly communication • Basic UX Consultation, which may include one (1) or more of the following based on consultation with client: <ul style="list-style-type: none"> ◦ One (1) site analytics report based on Google Analytics ◦ One (1) homepage heatmap analytics visualization ◦ One (1) internal stakeholder survey ◦ One (1) Community survey export ◦ One (1) modular homepage wireframe based on predefined building blocks ◦ Information Architecture (IA) best practices review • One (1) Content Rationalization Package (basic) <ul style="list-style-type: none"> ◦ Best practices review, one (1) hour session ◦ Site scrape loaded into AIM framework document • One (1) Visual Design Package <ul style="list-style-type: none"> ◦ One (1) homepage design concept ◦ Interior page sample ◦ Mobile version sample ◦ Up to three (3) rounds of design revisions • Up to two (2) CX features <ul style="list-style-type: none"> ◦ Choose from Granicus library • Development/CMS Implementation

Solution	Description
	<ul style="list-style-type: none"> • Content Migration - up to one hundred (100) pages • QA & Accessibility Report • Remote Training <ul style="list-style-type: none"> ○ Delivered in three (3) non-consecutive sessions, eight (8) hours total ○ Up to ten (10) people
OpenForms Team License	Forms & Workflow is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. This application is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that can adjust based on customers responses.
OpenCities SaaS License	The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the center. The SaaS License includes: <ul style="list-style-type: none"> - All OpenCities out of the box functionality (excluding optional/premium modules priced separately) - Platform setup and full project management - Managed cloud hosting via Microsoft AzureGov - Ongoing security updates - Ongoing product updates and enhancements - WCAG AA Accessibility maintained perpetually - 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA) - Comprehensive SLA and Support Ticketing system See subscription agreement for details.
OpenCities Cloud Security License	Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in enhanced protection from malicious attacks. Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection, and advanced bot detection.
Setup and configuration package: OpenForms License	Granicus will set up your Forms & Workflow subscription. If you have an active subscription already that is being replaced by this new subscription, we will alter it so you can continue to use your existing forms and tools so as not to start from scratch
Training: OpenForms	Forms & Workflow Training: 1.5 hour session for up to 25 people, delivered

Solution	Description
	online.
OpenCities Security License - Services Setup and Configuration Package	Setup and configuration of Websites & CMS Imperva License

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-536434 dated 16 Apr 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Franklin Park, IL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

- Billing Frequency Notes (Milestones - 40/30/30): Payments shall become due and payable as follows: 40% of the total upon signature of this Agreement; 30% of the total upon homepage design approval; and 30% of the total upon go-live.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-536434 dated 16 Apr 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Franklin Park, IL	
Signature:	
Name:	
Title:	
Date:	



230 West Monroe Street, Suite 1840
Chicago, Illinois 60606
O (312) 578-0870

May 1, 2026

The Village of Franklin Park
c/o P. Joseph Montana
9500 Belmont Avenue,
Franklin Park, IL 60131

RE: Proposal for a Phase I Environmental Site Assessment at:
3800 N Mannheim Road, Frankling Park, IL 60131
PIN # 12-20-201-007-0000
TRC Proposal No. 000737198.9990.0000

Dear Mr. Montana:

TRC Environmental Corporation (TRC) is pleased to submit this proposal to The Village of Franklin Park (Client or User) to conduct a Phase I Environmental Site Assessment (ESA) in support of the above-referenced project (hereinafter referred to as the "Site" or "subject property"). This proposal is being provided in accordance with your Request for Proposal (RFP).

SCOPE OF WORK - TRC's proposed scope of work is detailed in this section. Upon receipt of notice to proceed, TRC will coordinate with Client regarding the project schedule, Site access and deliverable(s). TRC will perform the tasks described below on behalf of Client. This assessment is to be conducted for due diligence purposes and not for regulatory compliance or submission. The estimated cost is a budgetary amount based on anticipated conditions and our experience performing similar tasks under similar conditions.

Task 1: Phase I Environmental Site Assessment (ESA)

The purpose of a Phase I ESA is to identify recognized environmental conditions (RECs) using the level of care that is standard in the environmental industry today. The Phase I ESA will be performed according to the American Society for Testing and Materials (ASTM) Standard E 1527-21, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process."

The term *recognized environmental conditions*, as defined by ASTM, is the presence or likely presence of any *hazardous substances* or *petroleum products* on a *property* under conditions that indicate an existing release, a past release, or a material threat of a release of any *hazardous substances* or *petroleum products* into structures on the *property* or into the soil, soil vapor, groundwater, and/or surface water of the property. RECs include *hazardous substances* or *petroleum products* even under conditions in compliance with laws. RECs are not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. RECs may be further characterized as controlled RECs (CRECs), or historical RECs (HRECs) as those terms are defined within the ASTM Standard.

Phase I ESA Scope of Work

The Phase I ESA will include the following scope in accordance with ASTM Standard E 1527-21:

- Perform a Subject Property and vicinity reconnaissance;
- Provide a description of current Subject Property operations and uses;
- Conduct a review of standard historical sources and provide a description of historical Subject Property conditions;
- Conduct interviews with Subject Property owners, operators, occupants, and/or local government officials, as applicable;
- Conduct a review of federal, state, tribal, and local environmental records sources and regulatory agency records, as applicable;
- Conduct a review of previous environmental reports/documentation, as provided to TRC;
- Conduct a review of environmental liens and activity and use limitations (AULs); and

- Prepare a report summarizing findings, opinions, and conclusions.

Report Viability

The viability of completed Phase I ESAs is established in the ASTM Standard. The Phase I ESA Report is presumed to be valid, in accordance with, and subject to, the limitations specified in the ASTM E 1527-21 standard, for a period of 180 days from completion, or until Client obtains specific information that may materially alter a finding, opinion, or conclusion in this report, or until Client is notified by TRC that it has obtained specific information that may materially alter a finding, opinion, or conclusion in this report. Additionally, pursuant to the ASTM E 1527-21 standard, this report is presumed valid if completed within 180 days prior to the date of acquisition of the property or (for transactions not involving an acquisition) the date of the intended transaction. If the Phase I ESA is completed between 180 days and one year of the date of acquisition or transaction, several components of the assessment would need to be updated to ensure validity.

Report Reliance

The Phase I ESA Report will be prepared for and may be relied upon as defined in the ASTM Standard. The report may not be relied on by any party other than the User without the specific authorization of TRC. TRC will consider authorization for third-party reliance on the report.

User Responsibilities

ASTM identifies tasks that are generally conducted by the User that may help identify the presence of RECs associated with the subject property. These tasks include providing or authorizing TRC to obtain recorded land title records for environmental liens or activity and use limitations (AULs); providing specialized knowledge related to RECs at the subject property (e.g., information about previous ownership or environmental litigation); providing commonly known or reasonably ascertainable information within the local community about the subject property that is material to RECs in connection with the subject property; and informing the environmental professional if, as believed by the User, the purchase price of the subject property is lower than the fair market value due to the presence of environmental contamination. To accomplish these tasks, TRC requests the Client to complete a User Questionnaire that will be included in the report. A copy of the User Questionnaire will be submitted separately.

ASTM Non-Scope Considerations

The ASTM E 1527-21 standard lists several issues that are not within the scope of a Phase I ESA. These "non-scope" considerations may include:

- | | |
|--|--|
| ▪ Asbestos-containing building materials | ▪ Health and safety |
| ▪ Radon | ▪ Ecological resources |
| ▪ Lead-based paint | ▪ Endangered species |
| ▪ Lead in drinking water | ▪ Indoor air quality unrelated to <i>releases of hazardous substances or petroleum products</i> into the environment |
| ▪ Wetlands | ▪ Biological agents |
| ▪ Regulatory compliance | ▪ Mold |
| ▪ Cultural and historic resources | |
| ▪ Industrial hygiene | |
| ▪ Emerging contaminants | |

No additional services outside the scope of the ASTM E 1527-21 are included in this proposal. Should you wish to have any of the above considerations, or any other non-ASTM-related consideration included as part of the scope of work, please advise TRC so that a separate scope and cost estimate can be provided.

Assumptions

The following assumptions provide the basis upon which TRC's proposed costs were developed for the Phase I ESA:

- Access to the subject property will be coordinated by Client.

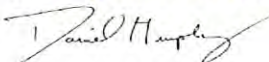
- The review of pertinent subject property or adjoining property regulatory files or records can be completed within 2 hours. The ASTM E 1527-21 standard identifies reasonably ascertainable sources as information that can be provided within 20 calendar days of receiving a written, telephone, or in-person request from the source at no more than a nominal cost intended to cover the source's cost of retrieving and duplicating the information. Depending on the schedule of this proposed assessment, files requested from regulatory agencies as part of this assessment may not be provided to TRC within the proposed project schedule.
- No delays beyond TRC's control will be encountered in performing the scope of services such as unforeseen travel circumstances, inclement weather, and conditions deemed unsafe by TRC personnel, etc.
- No sampling of any kind will be conducted as part of this Phase I ESA.
- Should the schedule be changed, or Project be put on "hold" by Client, all costs incurred by TRC up to the notification of change of schedule or "hold" status will be billed to Client. Additional fees that TRC may incur once the project has resumed will also be billed to Client in addition to the below-quoted fee.
- Client will provide completed studies, reports, plans, plats, or data that may be relevant to TRC's completion of the work scope.
- Client will provide the site documents as requested in useable electronic formats. Changes to the boundaries or disturbance footprint once work is initiated may require a change order if work products or workflow are affected.
- Correspondence may be done via email, telephone, and virtual meetings. No in-person meetings are included in the scope with the exception of the subject property visit.
- Any subject property features or footprint locations not identified at the time of this proposal will be evaluated under a change order.
- The scope of services to be performed will be limited to the task specifically defined. Should the scope of services be modified by Client, TRC will prepare a scope of services and change order request for the additional work for approval by Client.
- TRC's standard reliance letter language will meet Client's requirements.
- Up to one Lien/AUL search and review is included as an optional cost below.

Any activities beyond those specified in the scope of work will be considered supplemental services and will be invoiced on a time-and-materials basis or covered under a separate, written proposal. However, no such services will be undertaken without the Client's authorization.

FEE - TRC will provide the services described herein on a lump sum basis. The estimated fixed fee cost for completing the scope of work is **\$4,950**. This includes Site reconnaissance, report preparation, and other direct costs. If requested by the Client, one AUL/lien search and review can be conducted for an **additional \$350**.

TRC is prepared to initiate project activities upon receipt of written authorization from you. If this proposal meets with your approval, please indicate your authorization to proceed by signing and returning one copy of this letter proposal in the authorization block below. Receipt of the signed document, notice to proceed, or contract with mutually agreeable terms and conditions by TRC will serve as our authorization to proceed with the scope of work described in this proposal. TRC appreciates the opportunity to be of service to Client on this project. If you have any questions regarding this proposal, please contact the undersigned at 312-520-5826.

Respectfully submitted,
TRC Environmental Corporation



Daniel Murphy
Project Manager

Attachments: TRC Terms & Conditions

TRC – PROPOSAL ACCEPTANCE AGREEMENT

TRC Environmental Corporation (TRC) is hereby authorized to proceed with the scope of work defined in the above TRC proposal. The proposal will be in accordance with the attached Terms and Conditions for Services.

Client Authorized Signature

Date



TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the proposal to which these Terms and Conditions are attached (the “**Proposal**”). The term “**TRC**” herein shall mean the entity submitting the proposal. The term “**Client**” herein shall mean the person or entity for whom the Work will be performed. Sometimes herein Client and TRC are referred to individually as a “**Party**” and collectively as the “**Parties**.” As used herein, the term “**Affiliate**” means any direct or indirect, current or future, subsidiary of a Party, or any other entity which is controlled by a Party, or which controls a Party directly or through one or more intermediary. The term “**control**” as used in the prior sentence means possession, directly or indirectly, of at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the power to direct or cause the direction of the management or policies of an entity, whether through ownership of securities, by contract, or otherwise.

ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

- 1.1 **Work, Deliverables, Materials.** TRC will perform the consulting, engineering, and/or other professional services (the “**Work**”), provide the Deliverables (defined below in Section 12.1), and/or procure the materials and/or equipment (“**Materials**”), as set forth in detail in the Proposal.
- 1.2 **Agreement Documents.** These Terms and Conditions, along with any Change Orders (defined below) and the Standard Invoice Formats attached hereto, together with the Proposal, form the Agreement pursuant to which TRC will perform. If Client issues a purchase order or similar document authorizing the Work (“**Client Authorization**”), such Client Authorization shall be incorporated into the Agreement, provided any pre-printed terms included in any Client Authorization shall be of no effect and are expressly excluded from this Agreement.
- 1.3 **Interpretation.** In the event of any conflict or inconsistency between or among any of the Agreement Documents, these Terms and Conditions shall take precedence, followed by the Proposal, unless expressly stated otherwise herein or in the Proposal. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, the terms of such Change Order or amendment will take precedence over those of the Agreement. No other terms or conditions shall be applicable to the Work.
- 1.4 **Defined Terms.** Some capitalized terms used in the Agreement may be defined in the Proposal. Any term defined in the Proposal will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in the Proposal. As used herein, the term “day” means “calendar day.”

ARTICLE 2. COMPENSATION AND INVOICING

- 2.1 **Compensation.** Client shall pay the Contract Price set forth in the Proposal.
- 2.2 **Invoicing.** TRC will bill for its Work, and Client shall compensate TRC, as provided in the Proposal. TRC will submit monthly invoices for Work rendered and expenses incurred in the prior month.
 - (a) **Time and Expense or Time and Materials.** Any Work performed on a time and expense or time and materials (“**T&M**”) basis will be invoiced as follows:
 - (i) Rates shall be as set forth in the Proposal. Rates are subject to increase on an annual basis.
 - (ii) TRC will keep accurate and daily records of all labor, equipment, and materials furnished. TRC will summarize daily records on a weekly and/or monthly basis and will submit for review upon Client’s written request.
 - (iii) Reimbursable Expenses:
 - **Project Expenses.** Expenses reasonably incurred in connection with the Work will be invoiced at 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses, and field expendables).
 - **Insurance.** A charge of 2% will be applied to all invoiced amounts for the cost of TRC’s insurance coverage.
 - **Subcontractors.** A fee of 15% will be added to the invoice cost of subcontracts managed by TRC.
 - **Client Requested Expenses.** Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 15%.
 - **Mileage.** Personal automobile travel from portal to portal or between locations will be charged at current IRS mileage rates per mile.
 - **Transportation Expenses.** Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost plus 15%, with receipts provided for any expense over \$25.00.
 - **Lodging and Meals.** Lodging and meals will be charged either:
 - at cost plus 15%, with receipts provided for any expense over \$25.00, or
 - on a per diem basis, using the GSA per diem rates found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. When lodging and meals are charged on a per diem basis, a flat per diem rate will be charged and receipts will not be provided for actual lodging and meal expenses.
 - (iv) Unless otherwise stated, the Contract Price does not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
 - (b) **Lump Sum or Unit Prices.** If Work is performed on a lump sum or unit price basis, TRC will invoice on the schedule provided for in the Proposal or, if no invoicing schedule is included in the Proposal, based on percentage of completion of Work or number of units completed, as applicable.
 - (c) **Invoice Format.** Invoices for Work performed on a T&M basis will follow the format in Exhibit (1) attached hereto, and invoices for Work performed on a lump sum basis will follow the format in Exhibit (2) attached hereto.



- (d) **Disputed Invoices.** If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice, and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 2.3 **Payment Terms.** Except as provided in Section 2.2(c) above, Client must pay all invoices as set forth in the remittance instructions in Section 16.12 below no later than thirty (30) days after the date of the invoice.
- 2.4 **Failure to Pay.** Except as provided in Section 2.2(c) above, interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice. Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.
- 2.5 **Records/Audit.** TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, efficiency in performing Work, or any trade secrets.

ARTICLE 3. TIME FOR PERFORMANCE

- 3.1 **Time for Performance.** TRC will use commercially reasonable efforts to perform the Work within the Contract Time stated in the Proposal to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.
- 3.2 **Completion.** TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

- 4.1 **Work Added or Changed by Client.** Client shall provide TRC with an equitable adjustment in compensation and time for performance for any Work added or changed by Client. Any changes or additions to the Work shall be set forth in a written document signed by both Parties ("Change Order"). TRC has no obligation to proceed with changed or additional work until the Parties execute a Change Order.
- 4.2 **Force Majeure Events.** No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term "Force Majeure Event" means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place; or pandemic, epidemic, or governmental activity in response to such pandemic or epidemic that impacts a Party's ability to perform. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email; (ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.3 **Impacts to the Work.** TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time, to the extent the Work is impacted by any additional or changed Work as a result of any actions or circumstances not the fault of TRC, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information (defined below); failure to provide necessary comments in connection with the development of any Deliverables (defined below); interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization; and encountering any unforeseen conditions.
- 4.4 **Notice of Impacts to the Work.** Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC's position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days' of TRC's submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.

- 4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures to recover the schedule at TRC's expense, to the extent the delays are caused by TRC's fault.
- 4.6 Litigation Services. At the request of Client, TRC will provide testimony and other evidence in any litigation, hearings, or proceedings to which Client is or becomes a party in connection with the Work performed under this Agreement, provided that, to the extent allowable by law, Client agrees to compensate TRC at its then-current rates for its time and expenses (as provided in Exhibit B hereto) in connection with such evidence or testimony. If TRC is compelled by legal process to provide testimony or produce documents or other evidence in connection with Work performed, TRC agrees to contact Client and cooperate with Client and Client's counsel, and Client agrees, to the extent allowable by law, to compensate TRC at its then-current rates for its time and expenses (as provided in Exhibit B hereto) in connection with any testimony or evidence production.

ARTICLE 5. CLIENT'S RESPONSIBILITIES

- 5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("**Information**"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.
- 5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.
- 5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location of such underground structures or utilities, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.
- 5.4 Communication. Client will designate an authorized representative who will be responsible for communications and consultation with TRC and who will have the authority to make decisions necessary for TRC to perform its Work.

ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

- 6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("**Standard of Care**").
- 6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").
- 6.3 Remedies. If TRC's Work fails to meet the Standard of Care ("**Nonconforming Work**"), or if any Materials fail to meet the Warranty ("**Defective Materials**"), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work ("**Correction Period**"), at TRC's option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. Client will provide TRC access to the Project Site so TRC can perform its obligations under this Section 6.3.
- 6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC'S LIABILITY UNDER SECTION 9.2, CLIENT'S EXCLUSIVE REMEDIES AND TRC'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK AND/OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.
- 6.5 Licenses. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.
- 6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.
- 6.7 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.
- 6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, notwithstanding anything to the contrary herein, consistent with the Standard of Care, TRC will visit the Project Site at intervals appropriate to the state of the contractor's operations, or as specifically provided in TRC's Work, (1) to become generally familiar with and to keep Client informed about the progress and quality of the portion of the construction work completed, (2) to endeavor to guard Client against defects and deficiencies in the construction work, and (3) to determine in general if the construction work is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable contract documents, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction. TRC shall not have control of, nor be in charge of, nor shall be responsible for, the means, methods, techniques, sequences, procedures, construction, or safety precautions and programs in connection with any construction work, as these are solely the construction contractor's rights and responsibilities. Furthermore, TRC shall not be responsible for the failure of Client, or any party under contract with Client, including, but not limited to, any architect, engineer, consultant, contractor, or subcontractor, to carry out their respective responsibilities in accordance with their legal and contractual obligations.
- 6.9 Communication. TRC will designate an authorized representative who will be responsible for communications and consultation with Client and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

ARTICLE 7. CONFIDENTIALITY

- 7.1 **Confidentiality Agreement.** The Party receiving Confidential Information may include that Party's Representatives ("Recipient"). The term "Representatives" means a Party's Affiliates and their respective employees, agents, subcontractors, and advisors. Recipient is not permitted to reveal Confidential Information (defined in Section 7.2 below) to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information ("Discloser"). Notwithstanding the foregoing, Client acknowledges that TRC's review of Client's Confidential Information will inevitably enhance TRC's knowledge and understanding of Client's business in a way that cannot be separated from TRC's other knowledge, and Client agrees that this Agreement shall not restrict TRC in connection with the purchase, sale, or consideration of, or decisions related to, other investments.
- 7.2 **Confidential Information.** The term "Confidential Information" includes: (i) all non-public information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's or its Representatives' business affairs, employees, finances, client and supplier relationships, rates, pricing, means and methods or work, services, intellectual property, trade secrets, and other sensitive, marketing, or proprietary information, whether disclosed orally or in written, electronic, or other form or media. Notwithstanding the foregoing, however, Confidential Information shall not include the following: (i) information which at the time of disclosure is or becomes publicly available other than as a result of a disclosure by an act or omission of Recipient; (ii) information which is or becomes available to Recipient on a nonconfidential basis from a source (other than from Discloser) which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Discloser; (iii) information which was already known to Recipient; or (iv) information which is independently developed by Recipient.
- 7.3 **Legal Obligation to Disclose.** If Recipient is required by applicable law, regulation, or legal process to disclose any of the Confidential Information, Recipient will notify Discloser promptly so Discloser may (i) seek a protective order or other appropriate remedy, (ii) take action to assure confidential handling of such information, and/or (iii) in its sole discretion, waive compliance with the terms of this Agreement. In the event such protective order or other remedy is not obtained, or Discloser waives compliance with the terms hereof, Recipient (i) may so disclose only that portion of the Confidential Information which it is legally required to disclose and shall, upon request, reasonably assist Discloser with Discloser's efforts to obtain reliable assurance that confidential treatment will be afforded such Confidential Information, and (ii) shall not be liable for such disclosure. Notwithstanding the foregoing, Client acknowledges that one or more of TRC's Affiliates is a registered investment adviser and that TRC may be subject to routine examinations, investigations, regulatory sweeps, or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Client agrees that TRC may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at Client, TRC will notify Client (to the extent not prohibited by such authority or examiner or by applicable rule, regulation, or law) as promptly as practicable following such request.
- 7.4 **Remedy.** Each Party agrees the actual or threatened disclosure or use of any Confidential Information, other than as permitted under this Agreement, will cause irreparable harm to Discloser, and Discloser will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.
- 7.5 **Communications with Third Parties.** To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

ARTICLE 8. INSURANCE

- 8.1 **Required Insurance Coverage.** TRC will obtain and maintain insurance of the types and amounts set forth herein. The insurance will be in effect before Work commences, and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:
- (a) **Worker's Compensation Insurance and Employer's Liability Insurance** as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of \$1,000,000 each accident;
 - (c) **Automobile Liability Insurance** in the amount of \$1,000,000 combined single limit per accident;
 - (d) **Commercial General Liability Insurance** in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate; and,
 - (e) **Professional Liability Insurance** in the amount of \$1,000,000 each claim and \$2,000,000 annual aggregate.
- 8.2 **Additional Insured.** TRC shall provide additional insured coverage to Client under TRC's auto and CGL policies coverage using ISO endorsement form CG 20 10 12 19.
- 8.3 **Certificates of Insurance.** Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days' prior written notice to Client.

ARTICLE 9. INDEMNITY

- 9.1 **Definitions.**
- (a) "TRC Group" means TRC and its subcontractors of all tiers, and each of their Affiliates, and all their officers, directors, and employees.
 - (b) "Client Group" means Client and its Affiliates, and all their officers, directors, and employees.
 - (c) "Losses" means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and expenses and costs of litigation.
 - (d) "Claims" means all third party claims, lawsuits, demands, or actions.
- 9.2 **TRC'S INDEMNITY OBLIGATIONS.**
- (a) TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.

(b) WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.

- 9.3 **CLIENT'S INDEMNITY OBLIGATIONS.** CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.
- 9.4 **RISK OF LOSS TO THE WORK.** ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.
- 9.5 **CONDITIONS PRECEDENT.** EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT. AS AN ADDITIONAL CONDITION PRECEDENT, FOR ANY CLAIM OTHER THAN A CLAIM ARISING OUT OF TRC'S ALLEGED PROFESSIONAL NEGLIGENCE, THE INDEMNIFIED PARTY MUST ALLOW THE INDEMNIFYING PARTY TO REPRESENT THE INTERESTS OF EVERY INDEMNITEE IN DEFENDING AND SETTLING SUCH CLAIM. IN THE EVENT ANY INDEMNITEE FAILS OR REFUSES TO TENDER THE DEFENSE OF ANY SUCH CLAIM TO THE INDEMNIFYING PARTY, SUCH PARTY'S DEFENSE, HOLD HARMLESS, AND INDEMNITY OBLIGATIONS RELATED TO THAT CLAIM WILL BE NULL AND VOID.
- 9.6 **APPORTIONMENT OF ATTORNEYS' FEES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AFTER RESOLUTION OF A CLAIM UNDER ARTICLES 9 OR 10, OR ANY OTHER PROVISION HEREIN PROVIDING FOR ONE PARTY TO PROVIDE A DEFENSE, IF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY INDEMNITEE IS DETERMINED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR BY FINAL ADJUDICATION, TO HAVE BEEN A CONTRIBUTING CAUSE OF THE LOSSES RELATED TO SUCH CLAIM, THEN THE INDEMNIFIED PARTY MUST REIMBURSE THE DEFENDING PARTY FOR THE COSTS, ATTORNEYS' FEES, OTHER LEGAL EXPENSES, AND EXPERT FEES EXPENDED FOR DEFENSE IN THE SAME PROPORTION AS THE INDEMNITEES' PROPORTION OF NEGLIGENCE OR OTHER LEGAL FAULT.

ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

- 10.1 **Pre-existing Conditions.** Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("Hazardous Substances") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, "Non-TRC Hazardous Substances"), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.
- 10.2 **Hazardous Substances Encountered During the Work; Disposition of Samples.** If TRC encounters unexpected Hazardous Substances during performance of the Work, and if, in TRC's sole and exclusive judgment, such Hazardous Substances impede the performance of the Work, the Parties shall proceed as provided above in Section 4.4, and TRC shall suspend performance of the Work until such Hazardous Substances are properly contained and/or removed. When containerization and labeling of Hazardous Substances is included in TRC's original scope of Work or is added by Change Order, TRC will appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC's report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.
- 10.3 **TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.
- 10.4 **CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ALL LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO, ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.

ARTICLE 11. ALLOCATION OF RISK

- 11.1 Client's Separate Contractors. The Parties expressly acknowledge and agree that unless otherwise expressly provided for in the Proposal, during the performance of the Work TRC shall not (a) supervise, direct or control Client's other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.
- 11.2 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other and each other's Affiliates, and under no circumstances shall either Party or its Affiliates be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Work), loss of financing, loss of business, and loss of reputation.
- 11.3 Limitation of Liability. To the fullest extent permitted by law, the total liability in the aggregate of TRC and its Affiliates, and each of their employees, officers, directors, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed the compensation received by TRC under this Agreement. All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC IN RELATION TO THIS AGREEMENT.

ARTICLE 12. DELIVERABLES

- 12.1 Ownership of Deliverables. All Deliverables shall become the sole and entire property of Client after TRC receives payment for such Deliverables. As used herein, the term "Deliverable" means completed instruments of professional services prepared solely and exclusively for Client pursuant to the requirements of this Agreement, such as stamped or final reports, surveys, studies, drawings, designs, calculations, analyses, recommendations, evaluations, checklists, protocols, procedures, test and acceptance plans, test results, and permits. The term "Deliverable" does not apply to TRC's internal notes or documentation, field data, laboratory test data, calculations, estimates, or any work-in-progress except to the extent the Agreement requires submission of preliminary or progress designs. Notwithstanding anything to the contrary herein, to the extent any Deliverables include proprietary information that is not prepared solely and exclusively for Client, such proprietary information shall remain the exclusive property of TRC, but Client will have unrestricted and non-exclusive rights and license to use such information. TRC's proprietary information, includes, but is not limited to, its seal, stamp, or certification; know-how; methodologies; techniques; processes; tools, pre-existing documents; trade secrets, patents, patents pending, standard details, templates, figures, or specifications; computer programs; software; inventions; intellectual property; or systems utilized or developed (a) prior to the effective date of the Agreement; or (b) for any purpose other than performance of the Work. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties).
- 12.2 Use of Deliverables. Any Deliverable will be prepared solely for use of Client for this Project. The Deliverables are not intended or represented to be suitable to be reused by Client, or used or relied upon by others outside of Client or on extensions of the Project or on any other project. In the event Client, its employees, permitted assigns, successors, consultants, or contractors subsequently reproduces or otherwise uses the Deliverables or creates a derivative work based upon the Deliverables, unless prohibited by law, Client must remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Deliverables of the identity of TRC, its employees, and sub-consultants. TRC will be entitled to equitable compensation in connection with documenting any consent for Client or third parties to rely on the Deliverables for any purpose other than the purpose for which TRC prepared them.
- 12.3 Unauthorized Use of Deliverables. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by, Client to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

ARTICLE 13. SAFETY

- 13.1 Client's Safety Requirements. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.
- 13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or

at the Project Site. If TRC determines that its field personnel are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with Article 14.

- 13.3 Reporting of Incidents. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

ARTICLE 14. TERMINATION AND SUSPENSION

- 14.1 Termination for Default. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially commence to cure within ten (10) days from receipt of the default notice, the non-breaching Party may provide a written notice to the breaching Party of termination of the Agreement.
- 14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part, by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.
- 14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- 14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which TRC is entitled, TRC will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

ARTICLE 15. DISPUTE RESOLUTION

- 15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the Project or the Agreement or the breach thereof ("Dispute") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within fifteen (15) days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.
- 15.2 Governing Law, Jurisdiction, Venue. Unless otherwise required by law, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State where the Project is located without regard to choice of law or conflicts of law principles. If the Work under this Agreement is not for a Project in a physical location, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be within fifty (50) miles of the Project location or, if there is no physical Project location, in Hartford, Connecticut.
- 15.3 Prevailing Party. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "Litigation Expenses"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses (even if it is the prevailing Party) and will be obligated to pay the Litigation Expenses of the offering Party.

ARTICLE 16. MISCELLANEOUS

- 16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees, and TRC hereby waives any rights or claims related thereto.
- 16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.
- 16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.

- 16.4 **Waiver.** No waiver of any provision of this Agreement, or consent to any departure therefrom, shall be effective unless in writing and signed by the waiving Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.
- 16.5 **Assignment.** Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its Affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.
- 16.6 **Captions.** The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.
- 16.7 **Integration.** This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.
- 16.8 **Amendments.** This Agreement may be modified only by a Change Order or an amendment executed in writing by a duly authorized representative for each Party.
- 16.9 **No Third Party Beneficiaries.** Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this Agreement shall extend and inure to the benefit of all members of TRC.
- 16.10 **Signatures.** The Proposal may be executed electronically and/or in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A copy of the Proposal delivered by electronic transmission will be deemed to have the same legal effect as delivery of a manually signed original. Each person executing the Proposal warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs the Proposal.
- 16.11 **Notices.** Any notice permitted to be given by email shall be sent to the below representative. Any other notice required to be given pursuant to this Agreement must be in writing and sent by overnight delivery via USPS or a nationally recognized courier and delivered to the address set forth in the first paragraph above to the attention of the representative below:
 If to TRC, send to the attention of the person signing the Proposal;
 If to Client, send to the attention of the person to whom the Proposal is addressed.
 Any notice so given will be deemed effective upon receipt. Either Party may change its representative or address effective ten (10) days after written notice thereof to the other Party.
- 16.12 **Remittance Information.** TRC remittance information for making payments is as follows:

U.S. Postal Service:

TRC Lockbox
 PO Box 536282
 Pittsburgh PA 15253-5904

Overnight Packages:

TRC Lockbox
 Attn: 536282
 307 23rd Street Extension, Suite 950
 Pittsburgh, PA 15215
 877-550-5933

Wire Instructions (PREFERRED METHOD OF PAYMENT)

Beneficiary Account Name:	TRC Companies, Inc. – Concentration
Beneficiary Account Number:	2232037090
Bank Codes:	
ABA Number:	011500120 (Wires only)
Routing Number:	211170114 (ACH only)
Swift Code:	CTZIUS33
Bank Name:	Citizens Bank

Remittance Detail Email:	ARemitdetail@trccompanies.com
TRC Contact:	Dawn Dostie
Contact Phone Number:	207-660-7222

**EXHIBIT (1)
Invoice Format - T&M**



INVOICE

PAYMENT INSTRUCTIONS: Please pay by ACH or WIRE. Provide Invoice Numbers/Amounts to
ARremitdetail@trccompanies.com

Electronic Funds Payment Details:

Bank Name: Citizens Bank:	Swift Code: CTZIUS33
US ACH: 211170114	Account Name: TRC
US WIRE: 011500120	Account Number: 2232037090

Check Payment Mailing Address: TRC LOCKBOX • PO BOX 536282 • PITTSBURGH, PA 15253-5904

Client Name	Invoice Date
ATTN TO LINE IF NEEDED	Project No: 123456.0000.0000
Address Line 1	Invoice No: Randomly Generated
City, State Zip Code	

Project 123456.0000.0000 Project Name

PO # xxxxxxxxxxxxxxxx

ANY PROJECT SPECIFIC DETAIL YOU WANT TO PROVIDE WOULD GO HERE

Professional Services Through October 23, 2020

Phase 000004 Phase Name

Professional Personnel

	Hours	Rate	Amount
Engineering Manager	xxx	xxx	xxx
Engineer I	xxx	xxx	xxx
Totals	xxx		xxxxxxx
Total Labor			xxxxxxx

Billing Limits

	Current	Prior	To-Date
Total Billings	xxxxxxx	xxxxx	xxxxx
Limit			xxxxx
Remaining			xxxxx
Total this Phase			\$xxxxx

Phase 000005 Phase Name

Task 000001 Task Name

Professional Personnel

	Hours	Rate	Amount
Engineering Manager	xxxx	xxxx	xxxxx
Totals	xxxx		xxxxx
Total Labor			xxxxx

Total this Task \$xxxxx

Total this Phase \$xxxxx

Billing Limits

	Current	Prior	To-Date
Total Billings	xxxxx	xxxxx	xxxxx
Limit			xxxxx
Remaining			xxxxx

Total this Task \$xxxxx

Total this Phase \$xxxxx

Total this Invoice \$xxxxx

EXHIBIT (2)
Invoice Format - Lump Sum



PAYMENT INSTRUCTIONS: Please pay by ACH or WIRE. Provide Invoice Numbers/Amounts to
ARremitdetail@trccompanies.com

Electronic Funds Payment Details:

Bank Name: Citizens Bank:	Swift Code: CTZIUS33
US ACH: 211170114	Account Name: TRC
US WIRE: 011500120	Account Number: 2232037090

Check Payment Mailing Address: TRC LOCKBOX • P.O. BOX 536282 • PITTSBURGH, PA 15253-5904

Client Name
Address Line 1
Address Line 2
City , State Zip

Invoice Date
Project No:XXXXXX.XXXX.XXXX
Invoice No: XXXXXX
Project Manager XXXXXX

Project XXXXXX.XXXX.XXXX PROJECT NAME
PO# IF APPLICABLE

Professional Services through (DATE) _____

Fee

Total Fee	XXXX.XX		
Percent Complete	XX.XX	Total Earned	X,XXX.00
		Previous Fee Billing	X,XXX.00
		Current Fee Billing	X,XXX.00
		Total Fee	X,XXX.00
		Total this Invoice	X,XXX.00

March 27, 2026

Mr. Tom McCabe
Village Engineer
Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

**Subject: Village of Franklin Park – Grand Avenue STP Resurfacing
Proposal for Professional Engineering Services: Phase I Engineering**

Dear Mr. McCabe:

The work included in this proposal consists of Phase I Engineering and Environmental Studies for the resurfacing of Grand Avenue from Mannheim Road (US Rte. 45) to Elm Street. The project will use local funding for preliminary engineering. The scope of services to complete the plans for construction bidding is:

Scope of Services

1. EARLY COORDINATION AND DATA COLLECTION

1.1 *Data Collection:* Obtain, review, and evaluate the following information provided by the VILLAGE for use in design:

- A. Preliminary Design AutoCAD files for Grand Avenue Green Stormwater Infrastructure project.
- B. Utility Atlases.
- C. Existing Roadway Plans.
- D. GIS Shape files surrounding the project limits.
- E. Aerial Photography.
- F. Environmental Studies.
- G. Maintenance and flooding records.
- H. Geotechnical Data.
- I. Crash Data (5 years).
- J. Right-of-Way, GIS, and property data.

- 1.2 *Field evaluation:* Perform a field evaluation of the condition of existing pavements, sidewalk ramps, and curb and gutter for use in design. Estimate quantities of pavement repair. Visually inspect accessible manholes, catch basins, and inlets from the surface and complete an inspection record for each structure. Document the material type and condition of each component of the structure, potential I/I sources, and details of all pipes connected to the manhole. Traffic Control will be provided by Village.
 - 1.3 *Planning Agency Coordination:* Prepare and maintain the Project Program Information (PPI) and Project Quarterly Status Update forms with the North Central Council of Mayors.
 - 1.4 *Utility Locates & Coordination:* Contact J.U.L.I.E. to identify utilities that have facilities along the project limits. Request utility atlas maps and plot approximate locations and sizes of existing utilities in electronic drawings. Submit preliminary plans to utility companies to verify utility locations so conflicts and relocation efforts can be identified.
2. TOPOGRAPHIC SURVEY
- 2.1 Perform topographic survey within the project limits and at 50-foot intervals including driveways, cross streets, and major utility crossings. Cross section width shall be taken 10' feet outside the right-of-way. Set project control and benchmarks at a frequency/spacing not to exceed 1,000 feet. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls. Traffic Control will be provided by Village.
 - 2.2 *Drainage Structures:* Collect drainage structure inverts, size, and flow direction.
 - 2.3 *Terrain Model:* Download and develop existing digital terrain model for use in design and plan preparation.
 - 2.4 *Right of Way:* Conduct research at the County Recorder to obtain recorded documents for determining the limits of existing right of way and easements.
3. GEOTECHNICAL INVESTIGATION
- 3.1 *Pavement Cores:* Take 12 pavement cores of the surface and base material for determining the composition of the existing pavement material within the project limits. Subgrade will be sampled for pH testing. Traffic Control will be provided by Village.

PRELIMINARY DESIGN

1. *Crash Analysis:* Obtain crash data from IDOT and the Village and compile for review. Complete a crash diagram for the intersections using the last 5 years of crash data and summarize findings. Complete a crash analysis to evaluate the frequency, severity, and recommended countermeasures.

2. *Preliminary Design Development:* Analyze existing geometrics to establish the pedestrian improvements along the project corridor. Review right-of-way, impacts, and design constraints. Develop the preferred improvement plan throughout the project. Include development of the following items in the preferred improvement:
 - 2.1 Existing and proposed pedestrian facilities and project termini.
 - 2.2 New or replacement crosswalks at key intersections with pavement markings and signage.
 - 2.3 Detectable warning, sidewalk ramp installation, replacement and/or relocation to meet ADA requirements.
 - 2.4 Street Lighting.

3. *ROW Analysis:* Determine the preferred improvement right-of-way (ROW) requirements and need for acquisition. Recommend and identify necessary temporary construction easements, permanent easements, or right-of-way acquisition to complete the proposed improvements.

4. *Preliminary Plan:* Prepare plan sheets at 1" = 50' scale. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions. Plan sheets will include improvement limits, stations and offset callouts, define paving limits, label construction limit locations and right-of-way breaks and utility adjustments.

5. *Street Lighting Plans:* Review Grand Avenue Green Stormwater Infrastructure project (Louis Street to 25th Avenue) street light design to analysis the remaining segments of Grand Avenue to develop preliminary design and cost estimates for street lighting system upgrades. Prepare photometric calculations, general lighting layout, lighting plans, and electrical details conforming to IES and VILLAGE standards. The VILLAGE will provide the fixture type and lighting standards prior to design.

6. *Typical Sections:* Prepare typical sections for the existing and proposed improvements, showing dimensions and descriptions for roadway surfaces, bases, subbases, subgrade treatments, gutters, curb and gutters, medians, sidewalks and right of way.
7. Preliminary Estimate of Cost: Develop preliminary cost estimates for the preferred improvement.
8. *ADA Ramp Details:* Prepare 4 ADA ramp details detailing slopes, grades and widths. The intersection of Grand Avenue and the south leg of 25th Street will be submitted to IDOT Bureau of Programming (Geometrics) for review and approval.
9. *Drainage Analysis: Location Drainage Technical Memorandum (LDTM):* Prepare a Location Drainage Technical Memorandum for the south leg of the Grand Avenue and 25th Avenue intersection including an analysis of the existing drainage system, an analysis of existing outlets, an evaluation of the need for storm water detention and compensatory storage, and design of proposed drainage improvements. Identify sensitive outfalls and complete the drainage report in accordance with the 2024 ACEC/IDOT Drainage Seminar requirements and the requirements of the Cook County Stormwater Ordinance.
 - 9.1 Existing Drainage System: Work assumed and deliverables under this task include the following:
 - A. General Location Drainage Map - This task involves the preparation of the General Location Drainage Map to show the project with respect to the overall drainage features.
 - B. Existing Drainage Plans (EDP) - This task describes the requirements of a detailed Existing Drainage Plan (EDP). Section 2-202 of the IDOT Drainage Manual provides additional details on requirements for the EDP.
 - C. Identified Drainage Problems - This task involves documentation of identified drainage problems throughout the project limits.
 - D. Identification and documentation of Base Floodplains - This task involves the identification and documentation of existing floodplains and floodways within the project limits. An exhibit will be prepared to show the project with respect to the existing floodplains and floodways.

9.2 Proposed Drainage System: Work assumed and deliverables under this task includes the following:

- A. Documentation of Design Criteria - This task involves documentation that the highway storm system meets certain design criteria as specified in Section 2-01 of the Location Drainage Study and providing justification for those cases in which it does not.
- B. Evaluation of existing outlets - This task involves the evaluation of existing outlets to determine their suitability for continued use and sensitivity to increases in rate and volume of runoff. The outlets to be evaluated are identified in the Existing Drainage System, Section 1-00 of the Location Drainage Study.
- C. Stormwater Detention Analysis - This task involves the evaluation of detention requirements in accordance with Section 1-304.03 of the Drainage Manual Storm Water Storage. Justification should be included to support the findings of either providing detention or omitting it.
- D. Right of Way Analysis - This task involves a determination of the drainage right of way and easement requirements. The proposed drainage improvements should be evaluated to see if additional right of way or drainage easements are needed.
- E. Proposed Drainage Plans (PDP) - This task involves the preparation of a Proposed Drainage Plan (PDP), with drainage symbols and notes on exhibit(s), and appropriate wording in the Location Drainage Study text, which fully describes the proposed drainage concept. Both aerial imagery and contour mapping should be used as the PDP base map, along with existing CADD topography and proposed geometric plan superimposed. The PDP should be prepared in a digital format. Design of lateral storm sewers, driveway culverts and inlet spacing is not included. Proposed trunk storm sewer design is included.
- F. Water Quality Best Management Practices (BMPs) Permanent Measures - This task involves documentation that the designer has considered options for water quality Best Management Practices (BMPs) and incorporated these practices into the Proposed Drainage Plans as specified in Section 2-08 of the Location Drainage Study. The section also provides the opportunity to provide justification for those cases in which the incorporation of BMPs is limited. Detailed design for water quality features is not included.

G. Floodplain Encroachment Evaluation - This task involves the evaluation of encroachments on Regulatory Floodways and unstudied Zone A floodplains. Regulatory Floodplains are those 100-year frequency floodplains which are mapped by the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) and/or the Federal Emergency Management Agency (FEMA).

9.3 Study Assembly: This task involves the organization, preparation, and assembly of the completed Location Drainage Technical Memo. This task follows the completion of previous tasks.

ENVIRONMENTAL COORDINATION AND PERMITTING

1. *Environmental Survey*: Prepare the Environmental Survey Request Form and related exhibits. Submit to IDOT to determine potential environmental impacts. Biological, Archeological, and Historical surveys will be performed by the State. IDOT will complete the Preliminary Environmental Site Assessment (PESA) as part of improvements along the state highways.
2. *Permit Agency Early Coordination*: Initiate coordination with the following regulatory agencies to obtain preliminary design comments:
 - 2.1 PACE
 - 2.2 Frankin Park School District
3. PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT (PESA)
 - 3.1 *Special Waste Screening*: Conduct Special Waste Screening as outlined in Section 20-12.03(b) of the IDOT Bureau of Local Roads and Streets Manual. Screening will include Environmental Regulatory Records Review and a site visit for the part of improvements outside the state highways.
 - 3.2 *Historical Records Review*: Review and document historical data sources for the project area, including aerial photographs, topographic maps, fire insurance maps, County resources, and other readily available development data.

- 3.3 *Environmental Regulatory Records Review*: Perform a computer search of Federal, State, Tribal, and local government agency records to determine if the Site or adjacent properties are included within the selected regulatory databases. Based on the results of this query, the Site and its surrounding properties will be visited and evaluated for recognized environmental concerns (REC). Queries will be performed, but not be limited to the following regulatory databases
- A. National Priority List (NPL) of Hazardous Waste Sites;
 - B. Hazardous Waste Treatment, Storage, Disposal Facilities (TSDF);
 - C. Underground Storage Tank or Leaking Underground Storage Tank Locations (UST/LUST);
 - D. Sanitary Landfill and Solid Waste Sites (SL/SWS);
 - E. State Hazardous Waste Sites (SHWS);
 - F. CERCLIS sites
 - G. Small and Large Quantity Hazardous Waste Generators (RCRIS-SQG/LGG)
 - H. RCRA
 - i. *Report Preparation*: Based on Environmental Screening results and site visit, prepare a PESA using the processes described in *A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Infrastructure Projects*, Second edition, January 2012. Prepare a letter report summarizing the activities and results of the assessment. The report will include pertinent documentation to support the screening results of the assessment. It will also provide a summary of conclusions from the limited information collected. A Preliminary Site Investigation (PSI) will not be included within this scope of work.
4. PROJECT DEVELOPMENT REPORT - Prepare a Local Project Development Report BLR 22210 for a State Approved Categorical Exclusion and submit the report to IDOT Bureau of Local Roads and Streets for review and approval. Pre-final and Final submittals are anticipated.
5. QA/QC - Perform in-house milestone and constructability reviews by senior staff during preliminary, pre-final, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts.

6. PROJECT MEETINGS: The following meetings are anticipated for this project:
 - 6.1 VILLAGE (2 total) (Kickoff, Preliminary).
 - 6.2 IDOT (2) (Kickoff and Review).
 - 6.3 No public involvement is anticipated for this project.
7. PROJECT MANAGEMENT - Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with VILLAGE and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices.

PROJECT DELIVERABLES

The following is a list of anticipated final deliverables to the VILLAGE for this project:

- A. *Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.*
- B. *Electronic Record of Design files including Final Plans, Specifications, Permits, agency correspondence, Utility logs, Project Reports and Models, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*

The following items are not included within the scope of this project, but can be provided as additional services to the contract:

- A. Sewer televising and scope of work recommendations.
- B. Public Involvement.
- C. ROW Acquisition services including appraisals and negotiations.

Fee

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed **\$237,915.00**.

This proposal is valid for 90 days from the date issued.

Schedule

Notice to Proceed – May 2026
Data Collection – June 2026
IDOT Phase I Kick-off Meeting – August 2026
Submit Draft Phase I Report – March 2027
Final Phase I Report to IDOT – October 2027
Phase I Report Approval – December 2027

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Tom Slattery at (815) 444-3298 or tslattery@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Jason J. Fluhr, PE, PTOE
Vice President

Village of Franklin Park

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("Baxter & Woodman"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman's work shall be extended and the rates and amounts of Baxter & Woodman's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs – Baxter & Woodman's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) Baxter & Woodman neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Baxter & Woodman's consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$15 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.