VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
05/15/23

Payroll Ending	**05/06/23**		**TOTALS**
Village Portion of Social Security	10,757.71		
Village Portion of Medicare	7,713.09		
Prior Month Village Portion of IMRF	5,545.20		
Net Payroll	481,077.84		
Special Payroll			
Total Payroll Expense	**505,093.84**	**$**	**505,093.84**
Manual Checks & Wires			
Manual Checks	84,791.43		
Total Manual Checks & Wires		**$**	**84,791.43**
ACH Debits			
Health Insurance Premium	269,833.43		
City of Chicago (Water Payment)			
Total ACH Debits		**$**	**269,833.43**
Payable Vouchers			
Payable Voucher 05-19-23	484,472.82		
Total Payable Vouchers		**$**	**484,472.82**
Grand Total Payments			**$ 1,344,191.52**

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
Printed: 05/11/2023 - 2:37PM
Batch: 00219.05.2023

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3443	1ST AYD CORPORATION			Check Sequence: 1	ACH Enabled: False
PSI606212	Station Supplies	148.25	05/19/2023	10-30-62030	
PSI607968	Cleaning Supplies	1,849.37	05/19/2023	10-90-62680	
PSI607986	Supplies	391.40	05/19/2023	10-90-62680	
PSI608503	Supplies	110.70	05/19/2023	10-90-62680	
PSI609046	Supplies	112.15	05/19/2023	10-90-60600	
	Check Total:	2,611.87			
Vendor: 5002	34 PUBLISHING, INC.			Check Sequence: 2	ACH Enabled: False
37115	Design services for May2023 newsletter	450.00	05/19/2023	10-01-51880	
	Check Total:	450.00			
Vendor: 2615	A.W.E.S.O.M.E. PEST SERVICE INC.			Check Sequence: 3	ACH Enabled: False
5501	Exterminating services April2023	510.00	05/19/2023	10-60-62460	
	Check Total:	510.00			
Vendor: 1259	ACE HARDWARE - FIRE			Check Sequence: 4	ACH Enabled: False
142993/1	Fasteners	1.50	05/19/2023	10-30-62040	
143070/1	Electrical tape, plug	5.18	05/19/2023	10-30-62040	
143143/1	Oil SAE 30	12.99	05/19/2023	10-30-80570	
143204/1	Fiber glass	2.99	05/19/2023	10-30-62040	
143206/1	Hooks	11.98	05/19/2023	10-30-62040	
	Check Total:	34.64			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 5	ACH Enabled: False
143051/1	Tool, hoses, wire strip	231.93	05/19/2023	34-02-62070	
143107/1	Pipes, seal tape, galvz steels	68.73	05/19/2023	34-01-62070	
143262/1	Deadbolt, screwdriver	21.98	05/19/2023	34-01-62070	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	322.64			
Vendor: 1264	ACE HARDWARE - STREETS			Check Sequence: 6	ACH Enabled: False
143101/1	Plants, potting mix soil	61.65	05/19/2023	10-90-62715	
	Check Total:	61.65			
Vendor: 4120	ADDISON FIRE PROTECTION DISTRICT #1			Check Sequence: 7	ACH Enabled: False
47CPR	BLS instructor course	250.00	05/19/2023	10-30-52001	
	Check Total:	250.00			
Vendor: 3159	AEC FIRE-SAFETY & SECURITY			Check Sequence: 8	ACH Enabled: False
267784	Blade for 3150, labor, shipping, battery tool inspection	3,198.32	05/19/2023	10-30-80570	
	Check Total:	3,198.32			
Vendor: 3050	AIR ONE EQUIPMENT, INC.			Check Sequence: 9	ACH Enabled: False
192361	Gear wash	137.25	05/19/2023	10-30-62030	
	Check Total:	137.25			
Vendor: 3576	AIRGAS USA, LLC			Check Sequence: 10	ACH Enabled: False
9137361003	Oxygen bottles refill	352.62	05/19/2023	10-30-62090	
	Check Total:	352.62			
Vendor: 3453	AMERICAN PUBLIC WORKS ASSOCIATION			Check Sequence: 11	ACH Enabled: False
7560872023	Membership for FY2024	1,146.00	05/19/2023	10-90-52100	
	Check Total:	1,146.00			
Vendor: 5347	ARAMARK			Check Sequence: 12	ACH Enabled: False
6020120608	Carpet service	173.71	05/19/2023	10-13-52600	
6020122657	Carpet service	173.71	05/19/2023	10-13-52600	
	Check Total:	347.42			
Vendor: UB*00653	AREG WESTMONT VENTURE LP			Check Sequence: 13	ACH Enabled: False
	Refund Check 067288-000, 10701 BELMONT	281.40	05/02/2023	34-00-20100	
	Refund Check 067288-000, 10701 BELMONT	155.14	05/02/2023	34-00-20100	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	436.54			
Vendor: 5242	AT&T			Check Sequence: 14	ACH Enabled: False
708Z99273104	Northlake Conf Bridge- April	181.98	05/19/2023	10-02-51200	
708Z99295904	Melrose Park Conf Bridge- April	181.98	05/19/2023	10-02-51200	
708Z99927304	Stone Park Conf Bridge- April	181.98	05/19/2023	10-02-51200	
847233023404	Multiple single line charges PD- April	808.65	05/19/2023	10-02-51200	
847233053503	Multiple single line charges PD- March	170.00	05/19/2023	10-02-51200	
847233053504	Multiple single line charges PD- April	170.00	05/19/2023	10-02-51200	
847233074204	Multiple dept single line charges- April	800.00	05/19/2023	10-02-51200	
847288012604	Fire station 1 outside phone- April	49.00	05/19/2023	10-02-51200	
847451129204	Multiple Norcomm single line charges- April	205.95	05/19/2023	10-02-51200	
	Check Total:	2,749.54			
Vendor: 0717	AT&T LONG DISTANCE			Check Sequence: 15	ACH Enabled: False
860341842-8	ATT long distance- clerk April	1.74	05/19/2023	10-02-51200	
	Check Total:	1.74			
Vendor: 1272	AT&T TELECONFERENCE SERVICES			Check Sequence: 16	ACH Enabled: False
305-006575May	Conference call srvcs- April	50.87	05/19/2023	10-02-51200	
	Check Total:	50.87			
Vendor: 1764	BIUNDO LANDSCAPING			Check Sequence: 17	ACH Enabled: False
1	Senior grass cutting 63 cuts @$27 April2023	1,701.00	05/19/2023	10-60-63550	
	Check Total:	1,701.00			
Vendor: 0347	BUILDERS CHICAGO CORPORATION			Check Sequence: 18	ACH Enabled: False
88315	Overhead door repairs for Station #2	564.00	05/19/2023	10-30-62050	
	Check Total:	564.00			
Vendor: 1204	CRAIG BURMEISTER			Check Sequence: 19	ACH Enabled: False
04182023	Paramedic license renewal reimb	40.00	05/19/2023	10-30-52110	
	Check Total:	40.00			
Vendor: 3378	BYRNE SOFTWARE TECHNOLOGIES INC			Check Sequence: 20	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
0100188	Professional srvcs on Accela Land Mgmt 4/8-4/14/2023	2,520.00	05/19/2023	10-02-81000	
0100276	Professional srvcs on Accela Land Mgmt 4/15-4/21/2023	280.00	05/19/2023	10-02-81000	
	Check Total:	2,800.00			
Vendor: 0416	C.O.P.S & F.I.R.E PERSONALTESTING SERV			Check Sequence: 21	ACH Enabled: False
108028	Police testing	7,200.00	05/19/2023	10-40-62260	
	Check Total:	7,200.00			
Vendor: 2389	CARRERA LANDSCAPING			Check Sequence: 22	ACH Enabled: False
05012023	Senior grass cutting 42 cuts @$27 April2023	1,134.00	05/19/2023	10-60-63550	
	Check Total:	1,134.00			
Vendor: 5545	CIVICPLUS			Check Sequence: 23	ACH Enabled: False
260954	Municode admin support fee	399.00	05/19/2023	10-18-51830	
260954	Municode full service code online	570.00	05/19/2023	10-18-51830	
260954	Full service supplementation subscription	5,655.10	05/19/2023	10-18-51830	
	Check Total:	6,624.10			
Vendor: 3643	COMCAST			Check Sequence: 24	ACH Enabled: False
170827188	Dedicated internet and network services-April	8,436.21	05/19/2023	10-02-51200	
	Check Total:	8,436.21			
Vendor: 3648	COMCAST			Check Sequence: 25	ACH Enabled: False
0155544May23	VPN connection for VH for May	217.85	05/19/2023	10-02-51200	
0310503May23	Cable TV for VH for May	195.67	05/19/2023	10-02-51200	
	Check Total:	413.52			
Vendor: 0521	COMMERCIAL TIRE SERVICE			Check Sequence: 26	ACH Enabled: False
1110167252	Replaced 3 tires #216	757.79	05/19/2023	34-02-50100	
1110167253	Tire repair on skid loader	36.00	05/19/2023	10-90-50100	
1110167416	Tire repair Tymco sweeper	65.00	05/19/2023	10-90-50100	
	Check Total:	858.79			
Vendor: 2085	COMPCOREPRO			Check Sequence: 27	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2016	Monthly service agreement May2023	1,000.00	05/19/2023	10-32-57000	
	Check Total:	1,000.00			
Vendor: 5621	TROY CONNER			Check Sequence: 28	ACH Enabled: False
041223	License renewal fee reimb	66.46	05/19/2023	10-90-52000	
	Check Total:	66.46			
Vendor: 8225	CONSTELLATION NEWENERGY, INC			Check Sequence: 29	ACH Enabled: False
65065647301	2998 Hart 7290377-10 3/15-4/13/2023	90.92	05/19/2023	34-02-62800	
65065659201	9535 Belmont 7290377-5 3/15-4/13/2023	5,347.70	05/19/2023	34-01-62800	
65065746801	9540 Addison 7290377-8 3/15-4/13/2023	43.27	05/19/2023	10-50-62330	
65065808201	9229 Grand 7290377-11 3/15-4/13/2023	175.57	05/19/2023	34-02-62800	
	Check Total:	5,657.46			
Vendor: 4903	COUNTY TREE SERVICES, INC			Check Sequence: 30	ACH Enabled: False
101261	Tree trimming Jan2023	8,800.00	05/19/2023	10-90-62740	
	Check Total:	8,800.00			
Vendor: 2830	MARK CWIK			Check Sequence: 31	ACH Enabled: False
04262023	License renewal fee reimbursement	61.35	05/19/2023	10-90-52000	
	Check Total:	61.35			
Vendor: 1464	D&P CONSTRUCTION CO., INC.			Check Sequence: 32	ACH Enabled: False
000383810	Switches	1,035.00	05/19/2023	09-01-64000	
	Check Total:	1,035.00			
Vendor: 5459	DELUXE			Check Sequence: 33	ACH Enabled: False
9001180443	Printing of accounts payable checks	1,206.83	05/19/2023	10-01-51800	
	Check Total:	1,206.83			
Vendor: 5532	DOOR SYSTEMS			Check Sequence: 34	ACH Enabled: False
924621	Station #1 garage doors installation	35,065.00	05/19/2023	10-30-83000	
	Check Total:	35,065.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 5498	EFAX CORPORATE			Check Sequence: 35	ACH Enabled: False
4496691	Efax software for HR- April	34.99	05/19/2023	10-02-54200	
	Check Total:	34.99			
Vendor: 2570	EMERGENCY MEDICAL PRODUCTS, INC.			Check Sequence: 36	ACH Enabled: False
2549565	EMS supplies	209.24	05/19/2023	10-30-82080	
2549633	EMS supplies	20.46	05/19/2023	10-30-82080	
	Check Total:	229.70			
Vendor: 4183	DBA POLLARDWATER FERGUSON ENTERI			Check Sequence: 37	ACH Enabled: False
0236275	Alum rigid adapters	622.44	05/19/2023	34-01-82840	
0236278	Alum ridgid adapters	399.90	05/19/2023	34-01-82840	
	Check Total:	1,022.34			
Vendor: 4788	FERGUSON WATERWORKS #2516			Check Sequence: 38	ACH Enabled: False
0446115-1	Meter bodies	6,262.32	05/19/2023	34-01-62825	
0456052	Meter test	122.22	05/19/2023	34-01-62815	
	Check Total:	6,384.54			
Vendor: 2034	FIRE SERVICE, INC			Check Sequence: 39	ACH Enabled: False
IL-4378	Door spring #477	11.08	05/19/2023	10-30-50110	
IL-6220	Ambulance 2 service (482)	700.00	05/19/2023	10-30-50110	
IL-6263	Ambulance 2 (482) repairs	2,053.04	05/19/2023	10-30-50110	
IL-6388	Engine repairs #477	4,069.17	05/19/2023	10-30-50110	
IL-6433	Engine repairs #477	1,700.00	05/19/2023	10-30-50110	
IL-6434	Engine repairs #477	1,417.21	05/19/2023	10-30-50110	
IL-6573	Reserve ambulance services #480	1,860.45	05/19/2023	10-30-50110	
	Check Total:	11,810.95			
Vendor: 5087	FLUID-AIRE DYNAMICS INC			Check Sequence: 40	ACH Enabled: False
INV70996	Air compressor replacement	8,041.05	05/19/2023	10-30-62050	
	Check Total:	8,041.05			
Vendor: 0081	FRANKLIN PARK PLUMBING CO., INC.			Check Sequence: 41	ACH Enabled: False
13791	Excavation and replace sewer main at 9427 Schiller	6,920.00	05/19/2023	34-02-63070	
13793	Excavation of sewer and repair -9664 Schiller	6,920.00	05/19/2023	34-02-63070	

Invoice No		Description	Amount	Payment Date	Acct Number	Reference
13796		Excavation of sewer and sink hole in street -9468 Schiller	7,126.00	05/19/2023	34-02-63070	
13797		Excavation and replace sewer main -9421 Schiller	6,970.00	05/19/2023	34-02-63070	
13805		Replace hot water at King st pump house	2,560.00	05/19/2023	34-01-62900	
13808		Worked on water heater, new toliet	3,159.00	05/19/2023	34-01-62920	
13809		Checked sewer, installed backflow device at water dept garage	3,259.00	05/19/2023	34-01-62590	
		Check Total:	36,914.00			
Vendor:	6062	GBJ SALES, LLC			Check Sequence: 42	ACH Enabled: False
4866		Janitorial supplies	385.35	05/19/2023	34-02-52200	
4871		Salt neutrailizers	524.95	05/19/2023	08-01-50090	
		Check Total:	910.30			
Vendor:	4450	GE SOFTWARE INC			Check Sequence: 43	ACH Enabled: False
210998		Fuel site module billing FY24	192.00	05/19/2023	10-90-88900	
210998		Fuel site module billing FY24	192.00	05/19/2023	10-20-50200	
210998		Fuel site module billing FY24	192.00	05/19/2023	10-30-50200	
210998		Fuel site module billing FY24	192.00	05/19/2023	34-01-88900	
210998		Fuel site module billing FY24	192.00	05/19/2023	34-02-88900	
		Check Total:	960.00			
Vendor:	0691	GREAT LAKES CONCRETE, LLC			Check Sequence: 44	ACH Enabled: False
249216		MH sect with floor cast in, frame, tongue&groove	1,681.06	05/19/2023	34-02-63070	
		Check Total:	1,681.06			
Vendor:	4516	GW & ASSOCIATES, PC			Check Sequence: 45	ACH Enabled: False
2304197		Comptroller services, March2023	8,000.00	05/19/2023	10-01-67590	
2304197		Comptroller services, March2023	4,000.00	05/19/2023	34-01-40119	
2304197		Comptroller services, March2023	250.00	05/19/2023	12-01-57000	
2304197		Comptroller services, March2023	250.00	05/19/2023	14-01-57000	
2304197		Comptroller services, March2023	250.00	05/19/2023	40-01-57000	
2304197		Comptroller services, March2023	250.00	05/19/2023	42-01-57000	
		Check Total:	13,000.00			
Vendor:	1555	H&H ELECTRIC COMPANY			Check Sequence: 46	ACH Enabled: False
41214		Traffic signal maint- various locations	997.50	05/19/2023	10-90-62690	
41241		Street lighting- Scott st	2,596.34	05/19/2023	10-50-62340	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
41264	Street lighting- Wolf Rd and Belmont Ave	1,801.35	05/19/2023	10-50-62340	
	Check Total:	5,395.19			
Vendor: 1026	HARPOS V.I.P AUTOPARTS			Check Sequence: 47	ACH Enabled: False
9728-1	Oil filter #484	4.25	05/19/2023	08-01-50030	
9736-1	Top post cable end #62	5.50	05/19/2023	08-01-50034	
9742-1	Purge solonoid #875	34.66	05/19/2023	08-01-50020	
9743-1	Oil filter #62	3.65	05/19/2023	08-01-50034	
9757-1	Oil filters for PM sweeper #1	64.10	05/19/2023	09-01-64000	
9765-1	Water pump unit #896	97.47	05/19/2023	08-01-50020	
9765-1	Oil filter unit #896	6.99	05/19/2023	08-01-50020	
9765-1	Oil filters stock- jeeps	76.89	05/19/2023	08-01-50020	
9784-1	Oil sensor #1881	25.22	05/19/2023	08-01-50090	
	Check Total:	318.73			
Vendor: 4004	HOME DEPOT CREDIT SERVICES			Check Sequence: 48	ACH Enabled: False
1643891	Station 1 maint and repair	-651.20	05/19/2023	10-30-50110	
2010525	Station 1 maint and repair	91.19	05/19/2023	10-30-50110	
4621318	Station 1 maint and repair	35.58	05/19/2023	10-30-50110	
666214	Station 1 maint and repair	651.20	05/19/2023	10-30-50110	
	Check Total:	126.77			
Vendor: 0250	ILLINOIS DEPARTMENT OF PUBLIC HEALT			Check Sequence: 49	ACH Enabled: False
05022023	IDPH ambulance license renewals: (3)	75.00	05/19/2023	10-30-52110	
	Check Total:	75.00			
Vendor: 0402	ILLINOIS MUNICIPAL LEAGUE			Check Sequence: 50	ACH Enabled: False
04302023	Annual dues	1,500.00	05/19/2023	10-01-52135	
	Check Total:	1,500.00			
Vendor: 1430	ILLINOIS OFFICE OF STATE FIRE MARSHA			Check Sequence: 51	ACH Enabled: False
9678072	Boiler inspection, station #2	70.00	05/19/2023	10-30-62050	
	Check Total:	70.00			
Vendor: 1209	JANET G MARTINEZ			Check Sequence: 52	ACH Enabled: False
INV-0078	Spanish translation for April2023 newsletter	198.00	05/19/2023	10-01-51880	
INV-0079	Spanish translation for April2023 newsletter/e-blast	198.00	05/19/2023	10-01-51880	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	396.00			
Vendor: 4559	JESSE'S LAWN SERVICES			Check Sequence: 53	ACH Enabled: False
16684	Senior grass cutting 38 cuts @$27 April2023	1,026.00	05/19/2023	10-60-63550	
	Check Total:	1,026.00			
Vendor: 1534	JKS VENTURES, INC.			Check Sequence: 54	ACH Enabled: False
207273	Limestone	7,390.00	05/19/2023	34-02-63070	
207342	Limestone	3,672.78	05/19/2023	34-02-63070	
207392	Limestone	5,948.11	05/19/2023	34-02-63070	
	Check Total:	17,010.89			
Vendor: 1254	JS PRINTING			Check Sequence: 55	ACH Enabled: False
V0314	Payroll voucher cards	335.00	05/19/2023	10-01-51800	
V0315	Commuter parking tags FY24	1,395.00	05/19/2023	41-01-63200	
	Check Total:	1,730.00			
Vendor: 3052	JULIE, INC.			Check Sequence: 56	ACH Enabled: False
2023-0630	Annual assessment	4,267.68	05/19/2023	10-90-52100	
	Check Total:	4,267.68			
Vendor: 4545	KCS COMPUTER TECHNOLOGY			Check Sequence: 57	ACH Enabled: False
16977	Hard drives	3,834.00	05/19/2023	07-01-80600	
	Check Total:	3,834.00			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 58	ACH Enabled: False
4688	Removal &replacement of reinforced public sidewalk w access pane	8,800.00	05/19/2023	10-90-62600	
4690	Removal &replacement of reinforced street opening Commerce st	3,585.00	05/19/2023	34-01-62860	
4691	Removal &replacement of 2 reinforced street openings	412.50	05/19/2023	34-01-62860	
	Check Total:	12,797.50			
Vendor: 4408	KUUSAKOSKI US LLC			Check Sequence: 59	ACH Enabled: False
A-11078	Electronic recycling	2,021.92	05/19/2023	09-01-64000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,021.92			
Vendor: 5590	LARRY'S PLUMBING & ELECTRICAL GENI			Check Sequence: 60	ACH Enabled: False
17812	Remaining balance on invoice for urinal replacement &plumbing	669.50	05/19/2023	10-30-62040	
	Check Total:	669.50			
Vendor: 3819	LEAF			Check Sequence: 61	ACH Enabled: False
14671795	Copier rental for May	1,550.00	05/19/2023	10-02-80001	
	Check Total:	1,550.00			
Vendor: 0358	LED & SAFETY			Check Sequence: 62	ACH Enabled: False
2318975	Shirts	207.82	05/19/2023	34-01-60600	
2318975	Shirts	207.81	05/19/2023	34-02-60600	
2319089	Shirts	35.98	05/19/2023	34-01-60600	
2319481	Vest, pants	84.12	05/19/2023	34-01-60600	
2319481	Vest, pants	84.12	05/19/2023	34-02-60600	
	Check Total:	619.85			
Vendor: 3401	LEYDEN LAWN SPRINKLERS, INC.			Check Sequence: 63	ACH Enabled: False
46	Turn on system for season- B12 Tower	419.40	05/19/2023	10-90-87610	
April6	Turn on system for season- Village Hall	316.00	05/19/2023	10-13-52600	
	Check Total:	735.40			
Vendor: 1501	LIVING WATERS CONSULTANTS, INC			Check Sequence: 64	ACH Enabled: False
2916	Silver creek watershed committee 3/2-5/8/23	697.68	05/19/2023	34-02-52000	
	Check Total:	697.68			
Vendor: 2029	LUBE SQUAD OF ILLINOIS LLC			Check Sequence: 65	ACH Enabled: False
27580	Bulk Synthietic blend motor oil (105 gallons)	880.45	05/19/2023	08-01-50020	
28491	Full synthetic oil blend for 5 vehicles	806.00	05/19/2023	08-01-50020	
	Check Total:	1,686.45			
Vendor: 0059	M.E. SIMPSON, CO., INC.			Check Sequence: 66	ACH Enabled: False
40259	Valves assessed and new valve GPS	17,223.00	05/19/2023	34-01-62860	
40261	Meters tested	13,552.50	05/19/2023	34-01-62815	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
40313	Fire hydrant flow tests and Fire hydrants maintained	25,296.00	05/19/2023	34-01-62860	
	Check Total:	56,071.50			
Vendor: 2194	MANNHEIM AUTOMOTIVE & BRAKES			Check Sequence: 67	ACH Enabled: False
23818	Parts and labor #882- replace leak detection pump	240.28	05/19/2023	08-01-50020	
	Check Total:	240.28			
Vendor: 0131	MENARDS MELROSE PARK			Check Sequence: 68	ACH Enabled: False
37157	Cleaning supplies	36.89	05/19/2023	10-90-62680	
	Check Total:	36.89			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 69	ACH Enabled: False
215071A	Clamps, repair clamps	8,740.64	05/19/2023	34-01-52100	
215071A-1	Clamps	2,556.14	05/19/2023	34-01-62860	
	Check Total:	11,296.78			
Vendor: UB*00652	JEFF MILLER			Check Sequence: 70	ACH Enabled: False
	Refund Check 012414-000, 3140 EMERSON	37.46	05/02/2023	34-00-20100	
	Refund Check 012414-000, 3140 EMERSON	14.09	05/02/2023	34-00-20100	
	Check Total:	51.55			
Vendor: 0329	MONROE TRUCK EQUIPMENT			Check Sequence: 71	ACH Enabled: False
340731	MTE plows, cutting edges	7,625.98	05/19/2023	34-01-80300	
80656	LED responder mounted on Roof front and rear, ION series mounted	6,597.00	05/19/2023	34-01-80300	
	Check Total:	14,222.98			
Vendor: 0333	MONTANA & WELCH, LLC			Check Sequence: 72	ACH Enabled: False
15605	Legal fees for General matters March2023	37,888.56	05/19/2023	10-72-62557	
15606	Legal fees for Litigation March2023	430.00	05/19/2023	10-72-62557	
15607	Legal fees for WMRA TIF March2023	1,402.50	05/19/2023	12-01-62557	
2197	Legal fees for claims #220316W035-0001 Inv#15612	1,334.85	05/19/2023	10-72-62557	
	Check Total:	41,055.91			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 8300	PAGODA COMPUTER SUPPLIES			Check Sequence: 73	ACH Enabled: False
15943	Toner cartridge	110.00	05/19/2023	10-01-50400	
	Check Total:	110.00			
Vendor: 5442	GIULIANO PETRUCCI			Check Sequence: 74	ACH Enabled: False
2023-004	Plumbing inspector services- April2023	3,075.00	05/19/2023	10-13-40203	
	Check Total:	3,075.00			
Vendor: 4235	PITNEY BOWES PURCHASE POWER			Check Sequence: 75	ACH Enabled: False
8000April2023	Postage	2,000.00	05/19/2023	10-01-51500	
8000April2023	Postage	2,000.00	05/19/2023	34-01-51500	
	Check Total:	4,000.00			
Vendor: 4272	PRESIGE DECORATING INC			Check Sequence: 76	ACH Enabled: False
1285	Deposit for painting front of Fire station1 FY24	2,070.00	05/19/2023	10-30-62040	
	Check Total:	2,070.00			
Vendor: 0556	ROSEMONT LANDSCAPING			Check Sequence: 77	ACH Enabled: False
9423	Senior grass cutting 50 cuts @$27 April2023	1,350.00	05/19/2023	10-60-63550	
	Check Total:	1,350.00			
Vendor: 2419	RUSSO'S POWER EQUIPMENT			Check Sequence: 78	ACH Enabled: False
PSI20007017	Shop supplies	114.45	05/19/2023	10-90-62680	
PSI20007018	Bulk oil	5.29	05/19/2023	10-90-62780	
	Check Total:	119.74			
Vendor: 2960	S & E INSPECTIONS, INC.			Check Sequence: 79	ACH Enabled: False
7934	Safety inspection Sweeper #2	34.00	05/19/2023	08-01-50090	
7938	Safety inspection #202	34.00	05/19/2023	08-01-50090	
	Check Total:	68.00			
Vendor: 4043	EMIR SALKIC			Check Sequence: 80	ACH Enabled: False
04723	Reimbursement for rain coat	50.00	05/19/2023	34-01-60600	
	Check Total:	50.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3489	SHAPIRO PHOTOGRAPHY			Check Sequence: 81	ACH Enabled: False
13244	Dept photo frame and glass repair	255.00	05/19/2023	10-30-59000	
	Check Total:	255.00			
Vendor: 4504	SITEONE LANDSCAPE SUPPLY			Check Sequence: 82	ACH Enabled: False
128242899-001	Seed mixture	536.32	05/19/2023	10-90-62600	
12920314-001	Seed mixture, seed starter mulch	1,254.44	05/19/2023	10-90-62600	
	Check Total:	1,790.76			
Vendor: 3336	SMITH LASALLE			Check Sequence: 83	ACH Enabled: False
469.21.22	10500 Grand Ave redevelopment 1/30-2/26/2023	2,255.00	05/19/2023	43-01-57000	
470.21.16	Grand Ave improvements 1/30-2/26/2023	3,905.00	05/19/2023	22-01-82800	
470.21.18	Grand Ave improvements 3/27-4/23/2023	8,962.50	05/19/2023	22-01-82800	
470.21.19	Grand Ave improvements 4/24-4/30/2023	945.00	05/19/2023	22-01-82800	
472.21.27	Franklin Ave STP Phase III 4/24-4/30/2023	2,295.00	05/19/2023	65-10-82820	
573.22.9	King st Improvements 4/24-4/30/2023	360.00	05/19/2023	65-20-82800	
581.22.13	Utilities GIS services 4/24-4/30/2023	1,442.50	05/19/2023	34-01-62870	
581.22.13	Utilities GIS services 4/24-4/30/2023	1,442.50	05/19/2023	34-02-62870	
582.22.5	50/50 sidewalk 4/24-4/30/2023	2,020.00	05/19/2023	34-01-69050	
585.22.10	Crown Area roadway 1/30-2/26/2023	2,250.00	05/19/2023	12-01-81000	
585.22.12	Crown Area roadway 3/27-4/23/2023	2,610.00	05/19/2023	12-01-81000	
585.22.13	Crown Area Roadway 4/24-4/30/2023	900.00	05/19/2023	12-01-81000	
586.22.3	Schiller Blvd phase 1 4/24-4/30/2023	450.00	05/19/2023	61-01-82800	
588.22.6	2022 Sewer lining program 4/24-4/30/2023	1,500.00	05/19/2023	34-02-83190	
600.22.13	Village engineering/PW mgmt services 4/24-4/30/2023	3,218.00	05/19/2023	10-90-82800	
600.22.13	Village engineering/PW mgmt services 4/24-4/30/2023	6,436.00	05/19/2023	34-01-82800	
600.22.13	Village engineering/PW mgmt services 4/24-4/30/2023	6,436.00	05/19/2023	34-02-82800	
	Check Total:	47,427.50			
Vendor: 2103	ANDY SMOLEN			Check Sequence: 84	ACH Enabled: False
10475924	Reimb for replaced broken tree on private property	412.50	05/19/2023	10-90-62600	
	Check Total:	412.50			
Vendor: 2961	S-NET COMMUNICATIONS INC			Check Sequence: 85	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
170438	May phone bill	3,637.48	05/19/2023	10-02-51200	
	Check Total:	3,637.48			
Vendor: 5400	SPRING GROVE NURSERY			Check Sequence: 86	ACH Enabled: False
182531	Purchase of trees	11,830.00	05/19/2023	10-90-62720	
	Check Total:	11,830.00			
Vendor: 3795	STANDARD EQUIPMENT COMPANY			Check Sequence: 87	ACH Enabled: False
P42775	Gutter brooms	776.25	05/19/2023	08-01-50009	
	Check Total:	776.25			
Vendor: 3223	STATE INDUSTRIAL PRODUCTS			Check Sequence: 88	ACH Enabled: False
902865528	Primezyme	1,465.20	05/19/2023	34-02-63070	
	Check Total:	1,465.20			
Vendor: 0183	SUBURBAN WELDING & STEEL, LLC			Check Sequence: 89	ACH Enabled: False
88290	To fabricate and install of alum bulk head, hanger rack floor pl	7,782.43	05/19/2023	34-01-80300	
88685	To fabricate and install of cover plate for roof exhaust tube	748.92	05/19/2023	08-01-50090	
	Check Total:	8,531.35			
Vendor: 2531	TAKE THE DOOR TRAINING			Check Sequence: 90	ACH Enabled: False
1025	Machinery rescue class	418.70	05/19/2023	10-30-52001	
	Check Total:	418.70			
Vendor: 0103	TECHNOLOGY MANAGEMENT REVOLVIN			Check Sequence: 91	ACH Enabled: False
T2321344	Communication charges	942.40	05/19/2023	07-01-51200	
	Check Total:	942.40			
Vendor: 1230	TELEFLEX LLC			Check Sequence: 92	ACH Enabled: False
9506863357	Power driver access pack	49.45	05/19/2023	10-30-82080	
	Check Total:	49.45			
Vendor: 2294	THE HIVE: CHICAGO'S BEEKEEPING SUPP			Check Sequence: 93	ACH Enabled: False
060164	Bee Packages and maintenance	4,225.00	05/19/2023	10-90-62600	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	4,225.00			
Vendor: 2079	TRAFFIC CONTROL & PROTECTION, INC.			Check Sequence: 94	ACH Enabled: False
114392	Signs	200.00	05/19/2023	10-90-62610	
114393	Signs	240.35	05/19/2023	10-90-62610	
114423	Signs	11,977.60	05/19/2023	10-90-62610	
	Check Total:	12,417.95			
Vendor: 5041	ULINE SHIPPING SUPPLY SPECIALISTS			Check Sequence: 95	ACH Enabled: False
162079815	Bike Racks	3,225.10	05/19/2023	10-90-62600	
	Check Total:	3,225.10			
Vendor: 0160	UNITED RADIO COMMUNICATIONS			Check Sequence: 96	ACH Enabled: False
114000374-1	Radio microphones	179.55	05/19/2023	10-30-51170	
80002715	Monthly service contract May2023	703.75	05/19/2023	07-01-60000	
	Check Total:	883.30			
Vendor: 3149	USA BLUEBOOK			Check Sequence: 97	ACH Enabled: False
323317	Water pitchers	453.35	05/19/2023	34-01-62860	
	Check Total:	453.35			
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 98	ACH Enabled: False
9931069058	Monthly ESTB 911 2/26-3/25 #980431441-00001	1,166.17	05/19/2023	07-01-51200	
9931069059	Monthly ESTB 911 2/26-3/25 #980431441-00002	763.02	05/19/2023	07-01-51200	
9933456375	Monthly cell phone charges for general 3/26-4/25 980431441-00002	2,299.52	05/19/2023	10-02-80300	
9933456375	Monthly cell phone charges for Water 3/26-4/25 980431441-00002	658.14	05/19/2023	34-01-80500	
9933456377	Monthly tablet charges for Admin 3/26-4/25 980431441-00006	309.54	05/19/2023	10-02-80300	
	Check Total:	5,196.39			
Vendor: 1125	VILLAGE OF ROMEOVILLE			Check Sequence: 99	ACH Enabled: False
2023-134	Instructior I class	385.00	05/19/2023	10-30-52001	
	Check Total:	385.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1299	W.S. DARLEY & COMPANY			Check Sequence: 100	ACH Enabled: False
17493946	Turnout gear wash	377.12	05/19/2023	10-30-62030	
	Check Total:	377.12			
Vendor: 0788	WENTWORTH TIRE SERVICE			Check Sequence: 101	ACH Enabled: False
40067606	Tires disposal by recycler	110.00	05/19/2023	09-01-64000	
	Check Total:	110.00			
Vendor: 1352	WILLIAM RYAN			Check Sequence: 102	ACH Enabled: False
0502	Prosecutor services, April 2023	4,000.00	05/19/2023	10-72-62570	
05022023	Prosecutor services, March 2023	4,000.00	05/19/2023	10-72-62570	
	Check Total:	8,000.00			
Vendor: 0207	ZENGER'S INDUSTRIAL SUPPLY			Check Sequence: 103	ACH Enabled: False
INV-Z-74164	Joint sockets	84.24	05/19/2023	10-90-62070	
	Check Total:	84.24			
Vendor: 0209	ZIEBELL WATER SERVICE PRODUCTS			Check Sequence: 104	ACH Enabled: False
261447-000	Couplings, tool box	814.14	05/19/2023	34-02-63070	
261447-000	Couplings, tool box	318.00	05/19/2023	34-01-62070	
261484-000	Sewer pipes, PVC tees, couplings	3,392.70	05/19/2023	34-02-63070	
	Check Total:	4,524.84			
Vendor: 8239	ZIPS PRODUCTIONS			Check Sequence: 105	ACH Enabled: False
INV103069	January car washes	150.00	05/19/2023	10-20-50300	
INV103143	February car washes	126.00	05/19/2023	10-20-50300	
INV103266	March car washes	117.00	05/19/2023	10-20-50300	
	Check Total:	393.00			
	Total for Check Run:	484,472.82			
	Total of Number of Checks:	105			

Accounts Payable

Manual Check Proof List

User: cperez
Printed: 04/27/2023 - 11:16AM
Batch: 00425.04.2023

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 0157	Petty Cash						
				332652	04/25/2023		
0103	50.00	04/25/2023	Reimb for license			10-90-52000	
0115	47.28	04/25/2023	Reimb for part			10-30-50110	
0214	33.60	04/25/2023	Reimb for postage			34-01-51500	
0221	34.39	04/25/2023	Reimb for supplies			34-01-62680	
0310	10.01	04/25/2023	Reimb for supplies			10-13-52960	
0322	35.00	04/25/2023	Reimb for license			34-01-52000	
033023	31.59	04/25/2023	Reimb for supplies			10-90-62680	
1116	19.03	04/25/2023	Reimb for part			08-01-50034	
1117	41.00	04/25/2023	Reimb for paramedic license			10-30-52110	
1117	19.06	04/25/2023	Reimb for part			08-01-50008	
1118	18.49	04/25/2023	Reimb for supply			10-30-62050	
120222	109.93	04/25/2023	Reimb for supplies			10-01-50400	
121622	220.00	04/25/2023	Tobacco compliance program			10-20-60330	
1228	28.11	04/25/2023	Reimb for radio			10-20-60331	
21023	80.00	04/25/2023	Reimb for parking			10-01-53150	
Total for Check	777.49						
Total for 0157	777.49						
Vendor: 2038	CHRIS ARVANITES						
				332651	04/25/2023		
INV0037	2,500.00	04/25/2023	Create wall in room first floor VH and repair wall			10-13-52600	
Total for Check	2,500.00						
Total for 2038	2,500.00						
Vendor: 2808	PLANT ADDICTS						
				332650	04/25/2023		
04172023	9,256.08	04/25/2023	Planters (approved by the Board)			10-90-62600	
Total for Check	9,256.08						
Total for 2808	9,256.08						

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Total Checks:	12,533.57						

Accounts Payable

Manual Check Proof List

User: cperez
Printed: 05/09/2023 - 4:14PM
Batch: 00401.05.2023

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 6065	GOVERNMENT LEASING AND FIN						
				332653	05/01/2023		
498286616	51,772.57	05/01/2023	Fire Truck Pymt- #077-0020331-001 FY24			10-30-80305	
498286616	20,485.29	05/01/2023	Fire Truck Pymt- #077-0020331-001 FY24			10-30-68080	
Total for Check	72,257.86						
Total for 6065	72,257.86						
Total Checks:	72,257.86						

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-VC- __

AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO OF TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS TO DECREASE THE NUMBER OF ALCOHOLIC BEVERAGE LICENSES (SKY CAFE)

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 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-VC- __

AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO OF TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS TO DECREASE THE NUMBER OF ALCOHOLIC BEVERAGE LICENSES (SKY CAFE)

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, Sky Cafe Inc. d/b/a Sky Cafe did not renew its local Liquor License with video gaming for the premises located at 9743 Franklin Avenue for the 2023-2024 license year; 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 amend the Village Code of Franklin Park to accurately reflect the number of liquor licenses in the Village.

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

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

Section 2. Section 3-2-7 ("*Number of Licenses Issued*") of Chapter Two ("*Alcoholic Beverages*") of Title Three ("Business and License Regulations") of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-2-7. – Number of licenses issued.

(a) *Maximum number of licenses.* The maximum number of licenses which may be issued for each class shall be as follows:

...

The total number of class B-1 liquor licenses shall not exceed ~~three (3)~~ two (2).

...

(b) *Reduction in the number of licenses.* Whenever a license is revoked, surrendered, nonrenewed, forfeited or lapsed as herein provided in this chapter, the maximum number of licenses in the class of the license which is revoked, surrendered, nonrenewed, forfeited or lapsed as set forth in subsection (a) of this section shall be automatically and immediately reduced by one without further action by the corporate authorities, notwithstanding the number of such licenses permitted pursuant to this section.

(c) *Appropriate number of licenses.* The village clerk shall codify the appropriate maximum number of licenses for each class whenever the number of license(s) is reduced by this section.

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 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-VC- __

AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO OF TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS DECREASING THE CLASS B LIQUOR LICENSE HELD BY SUPERMERCADO LACHIQUITA NO. 2, INC. IN ORDER TO ISSUE A CLASS B-1 LIQUOR LICENSE TO SUPERMERCADO LACHIQUITA NO. 2, INC.

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 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-VC- __

AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO OF TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS DECREASING THE CLASS B LIQUOR LICENSE HELD BY SUPERMERCADO LACHIQUITA NO. 2, INC. IN ORDER TO ISSUE A CLASS B-1 LIQUOR LICENSE TO SUPERMERCADO LACHIQUITA NO. 2, INC.

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, a Class B license authorizes the sale at retail on the premises specified of alcoholic liquor for consumption on the premises only without video gaming terminals (the "*Class B Liquor License*"); and

WHEREAS, a Class B-1 license authorizes the sale at retail on the premises specified of alcoholic liquor for consumption on the premises only with video gaming terminals provided certain conditions are met by the applicant and licensee including, but not limited to, generating at least 50% of its total annual revenue from the sale of beverages, alcoholic liquor and food prepared on-site with a variety of menu items offered for consumption on the premises (the "*Class B-1 Liquor License*"); and

WHEREAS, Supermercado LaChiquita No. 2, Inc. d/b/a Taqueria LaChiquita No. 2, Inc. (the "*Applicant*") currently holds a Class B Liquor License for the premises located at 9657 Franklin Avenue, Franklin Park, Illinois, and now desires to change said classification to a Class B-1 Liquor License, and is in the process of completing the requirements for the issuance of said license; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") are charged with the responsibility of regulating the number of liquor licenses that are available for the sale and distribution of alcoholic beverages within the Village.

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

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

Section 2. Section 3-2-7 ("*Number of Licenses Issued*") of Chapter 2 ("*Alcoholic Beverages*") of Title 3 ("*Business and License Regulations*") of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the stricken language and adding the underlined language to read, as follows:

3-2-7. – Number of licenses issued.

(a) *Maximum number of licenses*. The maximum number of licenses which may be issued for each class shall be as follows:

...

The total number of class B liquor licenses shall not exceed ~~eight (8)~~ <u>seven (7)</u>.

The total number of class B-1 liquor licenses shall not exceed ~~two (2)~~ <u>three (3)</u>.

...

(b) *Reduction in the number of licenses*. Whenever a license is revoked, surrendered, nonrenewed, forfeited or lapsed as herein provided in this chapter, the maximum number of licenses in the class of the license which is revoked, surrendered, nonrenewed, forfeited or lapsed as set forth in subsection (a) of this section shall be automatically and immediately reduced by one without further action by the corporate authorities, notwithstanding the number of such licenses permitted pursuant to this section.

(c) *Appropriate number of licenses.* The village clerk shall codify the appropriate maximum number of licenses for each class whenever the number of license(s) is reduced by this section.

Section 3. The Applicant shall submit a floor plan to the Local Liquor Control Commissioner that shows the proposed location of each video gaming terminal and receive the Local Liquor Control Commissioner's approval of the floor plan before installing any video gaming terminal on the licensed premises.

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 the last to occur:

i. its passage, approval and publication as provided by law; and

ii. the completion of all licensing and statutory requirements and procedures by the Applicant, as provided by the Village Code of Franklin Park and the Local Liquor Control Commissioner.

(*Intentionally Left Blank*)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-VC- __

AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO OF TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS ISSUING A CLASS B LIQUOR LICENSE TO GIANNI'S PIZZERIA F.P. LLC D/B/A GIANNI'S RISTORANTE AND PIZZERIA

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 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-VC- __

AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO OF TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS ISSUING A CLASS B LIQUOR LICENSE TO GIANNI'S PIZZERIA F.P. LLC D/B/A GIANNI'S RISTORANTE AND PIZZERIA

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, a Class B liquor license authorizes the sale at retail on the premises specified of alcoholic liquor for consumption on the premises only without video gaming terminals (the "*Class B Liquor License*"); and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") are charged with the responsibility of regulating the number of liquor licenses that are available for the sale and distribution of alcoholic beverages within the Village; and

WHEREAS, Gianni's Pizzeria F.P. LLC d/b/a Gianni's Ristorante and Pizzeria (the "*Applicant*") is seeking a Class B Liquor License for the premises located at 9655 W. Grand Avenue, Franklin Park, Illinois (the "*Premises*") and is in the process of completing the requirements for the issuance of said license.

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 3-2-7 (*"Number of Licenses Issued"*) of Chapter Two (*"Alcoholic Beverages"*) of Title Three (*"Business and License Regulations"*) of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-2-7. – Number of licenses issued.

(a) *Maximum number of licenses.* The maximum number of licenses which may be issued for each class shall be as follows:

...

The total number of class B liquor licenses shall not exceed ~~seven (7)~~ eight (8).

...

(b) *Reduction in the number of licenses.* Whenever a license is revoked, surrendered, nonrenewed, forfeited or lapsed as herein provided in this chapter, the maximum number of licenses in the class of the license which is revoked, surrendered, nonrenewed, forfeited or lapsed as set forth in subsection (a) of this section shall be automatically and immediately reduced by one without further action by the corporate authorities, notwithstanding the number of such licenses permitted pursuant to this section.

(c) *Appropriate number of licenses.* The village clerk shall codify the appropriate maximum number of licenses for each class whenever the number of license(s) is reduced by this section.

Section 3. The amendments as set forth in Section 2 of this Ordinance shall not take effect until the completion of all licensing and statutory requirements and procedures by the Applicant as provided by the Village Code of Franklin Park and the Local Liquor Control Commissioner. The Class B Liquor License herein provided shall automatically be reduced by one without further action by the Corporate Authorities, if such license is not duly issued to the Applicant as herein contemplated by June 30, 2023, regardless of cause or reason of the Applicant

or the Village.

Section 4. The Applicant shall apply for a State of Illinois retailer's liquor license for the Premises within five (5) business days of the date of issuance of the Class B Liquor License and shall provide a copy of a valid State of Illinois retailer's liquor license to the Local Liquor Control Commissioner within forty-eight (48) hours of receipt by the Applicant. The Applicant shall not sell or serve any alcoholic liquor on the Premises until a valid State of Illinois retailer's liquor license for the Premises has been issued.

Section 5. 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 or unenforceable shall not affect the validity or enforceability of any other provision of this Ordinance, which shall remain in full force and effect.

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

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

(*Intentionally Left Blank*)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-VC- __

AN ORDINANCE AMENDING SECTION 3-2-5 OF CHAPTER TWO OF TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS REGARDING APPLICATION REQUIREMENTS FOR LOCAL LIQUOR LICENSES

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 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-VC- __

AN ORDINANCE AMENDING SECTION 3-2-5 OF CHAPTER TWO OF TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS REGARDING APPLICATION REQUIREMENTS FOR LOCAL LIQUOR LICENSES

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 the sale and distribution of alcoholic liquor within the Village; and

WHEREAS, Article IV of the Liquor Control Act of 1934, 235 ILCS 5/4-1, authorizes the Corporate Authorities to establish such regulations and restrictions upon the issuance of and operations under local licenses for the retail sale of alcoholic liquor not inconsistent with law as the public good and convenience may require; and

WHEREAS, the Village's Local Liquor Control Commissioner has the authority to issue licenses, which authorize the sale and distribution of alcoholic liquor by individuals and entities within the Village; and

WHEREAS, the Local Liquor Control Commissioner is charged with adopting procedures, rules, and regulations for the licensing and operating of retail liquor establishments to insure compliance with the laws relating to the sale of alcoholic liquor; protect the health, safety,

and welfare of the residents of the Village; and foster and promote temperance in the consumption of alcoholic liquors; and

WHEREAS, the Corporate Authorities have determined that it is necessary to clarify application requirements for the initial issuance and renewal of local liquor licenses; and

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

WHEREAS, the Corporate Authorities find that it is in the best interests of the residents of the Village to provide for the regulations herein specified to promote the health, safety, and welfare of the residents of the Village and the general public.

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

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

Section 2. The Corporate Authorities find and determine that it is necessary and desirable to amend the Village Code of Franklin Park for the purposes set forth herein and that the adoption of this Ordinance is in the best interests of the Village.

Section 3. Section 3-2-5 ("*Application*") of Chapter 2 ("*Alcoholic Beverages*") of Title 3 ("*Business and License Regulations*") of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-2-5. - Application.

...

(b) Following the initial letter of request, and the village's response to it, a person or entity wishing to file an application for a local liquor license may obtain an application form from the local liquor control commissioner. Such application shall be filed with the local liquor control commissioner; signed by the applicant, if an individual, or by a duly authorized officer, if a copartnership, club, limited liability company or corporation; and verified by oath or affidavit; and shall contain, but shall not be limited to containing, the following information and statements:

...

(11) A statement whether a previous license issued by any state, by any local governmental entity, or by the federal government has been suspended or revoked, and the reasons for such suspension or revocation.

(12) A statement that the applicant will not violate any of the laws of the state or of the United States, or any provisions of this code or other ordinances of the village in the conduct of the applicant's place of business.

(13) The name, date of birth, Social Security number, telephone number, e-mail address, and residence address of the manager or agent of the applicant in charge of the premises for which the license is being applied.

(14) A certification that the manager or agent of the applicant in charge of the premises for which the license is being applied is employed ~~on said premises~~ by the applicant to manage said premises at least ~~thirty (30)~~ twenty (20) hours per week.

(c) If the applicant reports a felony conviction, as required under subsection (b)(10) of this section, such conviction may be considered by the local liquor control commissioner in accordance with section 6-2.5 of the Liquor Control Act of 1934 in determining qualifications for licensing, but shall not operate as a bar to licensing.

(d) All applications ~~for licenses~~ for initial issuance shall include the fingerprints of the persons described in subsections (b)(1) and (b)(13) of this section on such forms and in such manner as prescribed by the local liquor control commissioner. The applicant shall ensure that said persons submit themselves for fingerprinting by the ~~police department~~ appropriate policing body, and each person shall pay a nonrefundable processing fee, so that the ~~police department~~ policing body may perform adequate investigation of such persons to enable the local liquor control

commission to ascertain that issuance of any such license will comply with the statutes of the state and all applicable ordinances of the village.

(e) All applications for licenses shall include continuous proof of dram shop insurance coverage, in the form of a certificate of insurance issued by an insurance company authorized to do business in Illinois, insuring the applicant and the premises ~~for the duration of the license period~~, in accordance with the requirements of section 3-2-13(e) of this chapter and proof that the Village of Franklin Park is named as an additional insured under the dram shop insurance policy, in the form of an endorsement to the insurance policy or a copy of the applicable insurance policy.

...

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

Section 5. 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 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G-__

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS APPROVING A SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK AND FRANKLIN RETAIL, LLC FOR THE SALE AND DEVELOPMENT OF A VACANT PARCEL OF VILLAGE OWNED PROPERTY COMMONLY KNOWN AS 3010 MANNHEIM ROAD, FRANKLIN PARK, ILLINOIS

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 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS APPROVING A SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK AND FRANKLIN RETAIL, LLC FOR THE SALE AND DEVELOPMENT OF A VACANT PARCEL OF VILLAGE OWNED PROPERTY COMMONLY KNOWN AS 3010 MANNHEIM ROAD, FRANKLIN PARK, ILLINOIS

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

WHEREAS, the Village and Franklin Retail, LLC, an Illinois limited liability corporation (the *"Developer"*) entered into a Redevelopment Agreement by and between the Village of Franklin Park and Franklin Retail, LLC for the Sale and Development of a Vacant Parcel of Village Owned Property Commonly Known as 3010 Mannheim Road, Franklin Park, Illinois, pertaining to the conveyance of approximately 1.29 acres or 56,365 square feet, identified by permanent index numbers (PINs) 12-29-212-002-0000, 12-29-212-003-0000, 12-29-212-008-0000, 12-29-212-009-0000 and 12-29-212-013-0000 (the "*Agreement*"); and

WHEREAS, the Village and Developer entered into a First Amendment to the Agreement on March 31, 2023 in order to extend the inspection period for an additional sixty (60) day period; and

WHEREAS, the Village and Developer desire to execute a Second Amendment to the Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A (the "*Second Amendment*") in order to extend the inspection period for an additional period of time; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") find it is in the best interests of the Village to enter into the Second Amendment.

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

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

Section 2. That the Second Amendment to a Redevelopment Agreement by and between the Village of Franklin Park and Franklin Retail, LLC for the Sale and Development of a Vacant Parcel of Village Owned Property Commonly Known as 3010 Mannheim Road, Franklin Park, Illinois, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved with such necessary changes as determined by the Village President and Director of Community Development and Zoning, with said changes and revisions therein contained being authorized by the Village Board upon execution of the Second Amendment by the Village President.

Section 3. The Village President, Village Clerk and Village Attorney are hereby authorized and directed to execute and deliver the Second Amendment and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described and the Village Engineer and Village Attorney are further authorized to prepare and execute any such document and undertake such action to ensure the conveyance and development of the Property.

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

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

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

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

(*Intentionally Left Blank*)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Second Amendment

SECOND AMENDMENT TO A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK AND FRANKLIN RETAIL, LLC FOR THE SALE AND DEVELOPMENT OF A VACANT PARCEL OF VILLAGE OWNED PROPERTY COMMONLY KNOWN AS 3010 MANNHEIM ROAD, FRANKLIN PARK, ILLINOIS

THIS SECOND AMENDMENT TO A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK AND FRANKLIN RETAIL, LLC FOR THE SALE AND DEVELOPMENT OF A VACANT PARCEL OF VILLAGE OWNED PROPERTY COMMONLY KNOWN AS 3010 MANNHEIM ROAD, FRANKLIN PARK, ILLINOIS (the **"Second Amendment")** is made this 15th day of May 2023 (the **"Second Amendment Effective Date")** by and between the VILLAGE OF FRANKLIN PARK, an Illinois municipal corporation (the "**Village**" or "**Seller**"), and FRANKLIN RETAIL, LLC, an Illinois limited liability corporation (the "**Developer**" or "**Purchaser**"). The Village or Seller and Developer or Purchaser shall also be known collectively, as the "Parties."

WITNESSETH:

WHEREAS, Village and Developer previously entered into a Redevelopment Agreement by and between the Village of Franklin Park and Franklin Retail, LLC for the Sale and Development of a Vacant Parcel of Village Owned Property Commonly Known as 3010 Mannheim Road, Franklin Park, Illinois on November 1, 2022 (the "**Agreement**") pertaining to the conveyance of approximately 1.29 acres or 56,365 square feet, identified by permanent index numbers (PINs) 12-29-212-002-0000, 12-29-212-003-0000, 12-29-212-008-0000, 12-29-212-009-0000 and 12-29-212-013-0000 and as legally described on Exhibit A of the Agreement; and

WHEREAS, the Village and Developer entered into a First Amendment to the Agreement on March 31, 2023 in order to extend the inspection period for an additional sixty (60) day period; and

WHEREAS, Village and Developer desire to further amend the Agreement on the terms and conditions contained in this Second Amendment.

NOW, THEREFORE, in consideration of TEN AND NO/100THS DOLLARS ($10.00) and the other mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Section 1. Incorporation. The statements, representations, covenants, and recitations set forth in the foregoing preliminary statements are material to this Second Amendment and are incorporated into and made a part of this Second Amendment as though they were fully set forth in this Section 1. The Parties acknowledge the accuracy and validity of such statements, representations, covenants, and recitations.

Section 2. Defined Terms. Capitalized terms not otherwise defined in this Second Amendment have the meanings respectively ascribed to in the Agreement.

Section 3. Second Amendment to Agreement.

3.1 Amendment to Section 6.2.1. Section 6.2.1 entitled "*Inspection Period*" of the Agreement and First Amendment is hereby amended by deleting Section 6.2.1 in its entirety and adding the following new language to read, as follows:

"6.2.1 Inspection Period. The obligation of Developer to purchase the Property is subject to the condition that Developer, in its sole and exclusive judgment and discretion based upon the Inspections and analysis at its sole cost and expense, shall have approved the Property for purchase, including, but not limited to, soil tests, engineering reports, environmental reports, zoning and the feasibility of Developer's contemplated use of the Property (the "**Inspection Contingency**"). Developer shall satisfy or waive such Inspection Contingency before Developer shall be obligated to purchase the Property. This Inspection Contingency shall be satisfied or waived by Developer, or this Agreement terminated by Developer, in Developer's sole, exclusive judgment and discretion, no later than the end of the Inspection Period. The "**Inspection Period**" is that period beginning on the Effective Date and ending at 6:00 p.m. Central Time two hundred and sixty (260) days after such date (the "**Inspection Date**"). Developer may at any time on or before the expiration of the Inspection Period, do one of the following: (i) send notice of acceptance to the Village (the "**Termination Waiver**"); or (ii) terminate this Agreement by sending written notice to Village (the "**Termination Notice**"). If Developer fails to timely send a Termination Waiver or Termination Notice, Developer shall be deemed to have irrevocably sent a Termination Notice. Upon issuance of the Termination Notice, Village and Developer shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement and the Earnest Money shall be returned to the Developer in accordance with Section 3.2 of this Agreement. If Developer delivers a Termination Waiver, or deemed issuance, Developer shall have no further right to terminate the Agreement."

Section 4. Agreement in Full Force and Effect. Except for the provisions of this Second Amendment, all the terms, covenants, and conditions of the Agreement and First Amendment, all the rights and obligations of the Parties thereunder, shall remain in full force and effect, are not otherwise altered, amended, revised, or changed. In the event of any conflict between the terms of the Agreement, First Amendment and the terms of this Second Amendment, the terms of this Second Amendment will control.

Section 5. Counterparts. This Second Amendment may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Village and Developer have duly executed this Second Amendment pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF FRANKLIN PARK, ILLINOIS,
An Illinois municipal corporation

_____
Village President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of May 2023, before me, personally appeared Barrett F. Pedersen, personally known, who being by me duly sworn did say that he is the Village President of the Village of Franklin Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

_____
Notary Public

Printed Name:_____

My commission expires:

IN WITNESS WHEREOF, the Village and Developer have duly executed this Second Amendment pursuant to all requisite authorizations as of the date first above written.

FRANKLIN RETAIL, LLC

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me, personally appeared _____, personally known, who being by me duly sworn did say that they have read this Agreement and understand they are entering into contract for the purchase of property as a duly qualified and authorized officer of the above-referenced corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

_____
Notary Public

Printed Name:_____

My commission expires:

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN MIKE O'DONNELL'S IRISH PUB AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (FRANKLIN PARK FEST BEER GARDEN VENDOR 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 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN MIKE O'DONNELL'S IRISH PUB AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (FRANKLIN PARK FEST BEER GARDEN VENDOR 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, Mike O'Donnell's, Inc. d/b/a Mike O'Donnell's Irish Pub, an Illinois corporation (the "*Vendor*"), located at 9573 Franklin Avenue, Franklin Park, Illinois, agrees to serve as a Vendor for the Beer Garden at the Franklin Park Fest; and

WHEREAS, Vendor and the Village desire to enter into an agreement pursuant to which Vendor will provide such services to the Village.

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

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

Section 2. The Agreement by and between the Village of Franklin Park, Cook County, Illinois and Mike O'Donnell's, Inc. d/b/a Mike O'Donnell's Irish Pub, an Illinois Corporation (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as

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

Section 3. That the Local Liquor Control Commissioner is hereby authorized and directed to issue a Class G liquor license to the Vendor, as provided in the Agreement.

Section 4. The officials, officers, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE LEAD SERVICE REPLACEMENT PROGRAM 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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE LEAD SERVICE REPLACEMENT PROGRAM 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 Professional Services Agreement for the Lead Service Replacement Program 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 in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees, 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 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

SMITH LASALLE®
Consulting Engineers

April 21, 2023

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

Attention: Joe Thomas, Utilities Commissioner

Subject: Village of Franklin Park Lead Service Replacement Program

Reference: Meeting of April 1st, 2023

Mr. Thomas

Smith LaSalle is pleased to submit this proposed scope of services to provide the Village of Franklin Park Lead Service Replacement Program in fiscal year 2024.

As the Village of Franklin Park ("Village") does not have personnel on staff to prepare the Lead Service Replacement Program for the Village, Smith LaSalle proposes to provide those staff services defined below in the scope of work on a retainer basis, with monthly time and materials billing not to exceed the contract amount. The contract would run from May 1, 2023, through April 30, 2024.

I. Scope of Work

Prepare a Lead Service Replacement Program - Smith LaSalle would provide staff for up to 600 hours labor to prepare an overall lead service removal and replacement plan for the approximate 3000 lead services within the Village. The outline for this program is the following:

1. Review the existing atlas sheets to determine the extent of lead water services in the Village to determine the areas and extent of the work proposed.

2. Prepare surveys for the residents to use in determining if they have lead services in their homes. Surveys would include pictures of lead and copper services for easier verification. The surveys would be sent out with the water bills, listed on the Village website, shown on the various Village media pages, and any other means for residents to complete the necessary information

3. Monitor the surveys and use them to update the Village watermain atlas sheets.

4. Follow up with home inspections for those residents that did not complete the survey.

5. Once the surveys are completed, prepare a schedule/ program to replace the water services from the watermain to the b. boxes. This will include correspondence with the IEPA regarding funding and timing of these tasks.

6. Prepare a schedule/ program to replace the existing lead services from the b. boxes into the residents' homes. This also will require coordination and direction from the IEPA regarding timing and budget.

7. During items 5 and 6, prepare engineering plans for the replacement of the lead services to the

buildings in the areas that appear to have existing lead services form the main to the house.

8. Prepare notification packets to residents explaining the program and sending them a checklist to see if they want their lead service replaced or not. During this task, research possible funding opportunities for the lead service from the b. box to the house.

9. Other project-specific tasks anticipated to support the Village in obtaining funding from external inter-governmental sources (e.g., MWRD, IEPA, etc.), as directed by the Village representative for this agreement.

10. Compile all of the data from the above tasks to prepare an updated atlas sheet for the lead services as well as put together a multi-year plan to address the replacement, timing and funding of the project.

Schedule

The term of this retainer contract is May 1, 2023, through April 30, 2024. We do not anticipate using all of this fee nor completing the tasks listed above in their entirety.

II. Proposed Costs for Services

Proposed Costs for Services Defined in Item I: Services rendered under this Agreement will use Smith LaSalle standard hourly billing rates with a not to exceed amount of $70,000.00. The project fee includes $200.00 for reimbursable expenses.

Billing and Payment: Invoices shall be submitted monthly for time and materials 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 the Village may reasonably require.

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.

Billing Records: Smith LaSalle shall maintain accounting records of its invoices and 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 three (3) years after completion.

III. Items Required to Initiate Smith LaSalle Services:
The Village shall, at its expense, do the following in a timely manner so as not to delay the services:

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

Representative: Designate a representative for the proposed services who shall have the authority to transmit instructions, receive information, interpret and define the Village's requirements, and make decisions with respect to the services. The Village representative for this Agreement will be Joe Thomas,

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

EXHIBIT A

THIS AGREEMENT dated April 21, 2023 between The Village of Franklin Park, Illinois ("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 J. McCabe Printed Name	Printed Name
Vice President Operations Title	Title
April 21, 2023 Date	Date

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

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

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

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

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

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

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

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

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

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

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect SMITH LASALLE from claims for negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEERS'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation Insurance. SMITH LASALLE shall, if requested in writing, provide certificates of insurance to the Client.

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

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

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

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or 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.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR ADDITIONAL ENGINEERING AND CONSTRUCTION RELATED SERVICES FOR THE 10500 GRAND AVENUE REDEVELOPMENT PROJECT 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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR ADDITIONAL ENGINEERING AND CONSTRUCTION RELATED SERVICES FOR THE 10500 GRAND AVENUE REDEVELOPMENT PROJECT 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 Professional Services Agreement for Additional Engineering and Construction Related Services for the 10500 Grand Avenue Redevelopment Project 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 in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees, 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 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

SMITH LASALLE®
Consulting Engineers

April 21, 2023

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joe Thomas | Utilities Commissioner

Subject: 10500 Grand Ave. Redevelopment Project

Reference: Meeting with VOFP Staff Regarding Additional Engineering Services Proposal

Mr. Thomas

SMITH LASALLE, Inc. is pleased to submit the following additional engineering services proposal for the Village of Franklin Park's, 10500 Grand Ave. Redevelopment project.

Scope changes, permitting delays (IDOT and MWRDGC), and future development accommodations have occurred for various reasons that were not included in the original contract. These scope changes have required the project, which was originally intended to be constructed as one set of bidding documents, to be phased into three separate construction projects. For clarity purposes, these additional bidding documents will be referred to as Phase II. Additional topographic surveys have also been required for the additional MWRDGC submittals.

SMITH LASALLE will provide the following services for the additional scope of work:

I. Engineering Services for the Proposed Improvements:

- Prepare for biding, Phase II Construction Documents (previously prepared by SL) that includes the revised underground utility design and the portion of the new roadway from the Grand Ave. Right of Way, to the temporary connection at the existing roadway. The connection to Grand Ave. cannot be made until the IDOT permit is issued, and the remainder of the existing roadway cannot be taken out of service and removed until the new roadway is connected to Grand Ave. This plan set is intended to be bid in early February.

- Employ and pay for a Land Surveying firm to perform an as-built topographic survey of the installed utilities, compensatory storage basin, and the site detention basin

- Prepare as-built drawings and compaction certifications for submittal to MWRDGC as required, and to FEMA for the CLOMR (Conditional Letters of Map Revision) and the LOMR (Letters of Map Revision) as required

II. Bidding Services:

- Prepare Phase II 'Issued for Construction' PDF plans and Specifications for bidding. As previously stated, these projects will be bid and constructed separately
- Prepare public notification for advertisement in local newspapers.
- Place bidding documents on the QuestCDN website and monitor bid process.
- Prepare and issue Addenda for changes generated from contractor's questions.
- Review submitted bids, prepare bid tabulation, and provide award recommendation to Village Staff.

III. Construction Related Services:

A. Construction Administration and Review:

- Review Contractor submitted documents and assemble contract documents for execution.
- Review Shop Drawings and material certification submittals to assure they adhere to contract specifications.
- Review Contractor pay requests, changes of project scope requiring additional work by the contractor, claims submitted by the Contractor, and provide recommendation(s) of action to be taken by the Village. Lien waivers for prime Contractor and all Sub-Contractors will be included with all pay requests.
- Coordinate and attend project meetings, included but not limited to, pre-construction meeting, progress meetings, and project closeout meeting.
- Perform close out of the project which includes, review and comparison of the submitted quantities by the Contractor, assembly of a balancing change authorization, and final estimate of payment.

B. Construction Observation

- Perform full time on-site construction observation to monitor adherence to project performance specifications. (time based on an eight-hour workday)
- Measure all in place quantities installed by the Contractor. Collect and record delivery tickets for materials incorporated into the project.
- Prepare final quantities list and obtain concurrence from the Contractor.
- Provide Material Quality Assurance testing (Testing Consultant)

C. Smith LaSalle's fees & schedule is based on completion of Phase II within 30 working days.

IV. Reimbursable Expenses:

- Materials Testing (subconsultant)
- As-Built Survey (subconsultant)
- IEPA 662 Form Documentation (subconsultant)
- SL Equipment charges

V. Proposed Costs for Services:

Proposed Cost for Services Listed under Items I thru V - **Time and Materials**..... **$25,000.00**

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

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5818.

Regards,

Thomas McCabe
SMITH LASALLE, INC.

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

EXHIBIT A

THIS AGREEMENT dated April 21, 2023 between VILLGE 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 J. McCabe Printed Name	Printed Name
Vice President Operations Title	Title
April 21, 2023 Date	Date

 10102 Pacific Avenue • Franklin Park, IL 60131 • 847.260.5095 • www.smithlasalle.com

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

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

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

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

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

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

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

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

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

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

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect SMITH LASALLE from claims for negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEERS'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation Insurance. SMITH LASALLE shall, if requested in writing, provide certificates of insurance to the Client.

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

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

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

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or 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.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G-__

AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING AND CONSTRUCTION RELATED SERVICES AGREEMENT FOR THE 2023 SEWER LINING IMPROVEMENT PROJECT 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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING AND CONSTRUCTION RELATED SERVICES AGREEMENT FOR THE 2023 SEWER LINING IMPROVEMENT PROJECT 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 Professional Services Agreement for the 2023 Sewer Lining Improvement Project 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 in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

SMITH LASALLE®
Consulting Engineers

April 21,2023

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

Attention: Joseph Thomas, Utilities Commissioner

Subject: 2023 Sewer Lining Program

Reference: Meeting with Village staff regarding Engineering Services Proposal

Mr. Thomas

SMITH LASALLE, Inc. is pleased to submit the following proposal and scope of services to provide design services, exhibit preparation, and construction related services for the 2023 Sewer Lining Program. SMITH LASALLE will evaluate information gathered from a sewer televising investigation performed in the spring of 2024. This information will be used to determine which sewers will be lined as part of this project as well as to determine if any repairs need to be made prior to lining.

I. Smith LaSalle will provide the following services:

Contract Document Preparation:

- Determine project scope and cost.
- Coordinate and attend project development/coordination meetings with Village Staff.
- Field Investigation/Data Collection
- Exhibit Preparation
- Prepare Contract Bidding Documents
- Construction Quantities and Engineers Estimate of Construction.
- Overall project Coordination/Management.

Bidding Services:

- Prepare 'Issued for Construction' PDF Plans and Specifications for Bidding.
- Prepare Public Notification for Advertisement in Local Newspapers
- Place Bidding Documents on the QuestCDN Website and Monitor Bid Process
- Prepare and Issue Addenda for Changes Generated from Contractor's Questions
- Review Bids, Prepare Bid Tabulation, & Provide Award Recommendation to Village Staff

Construction Related Services:

- Review and assemble Contractor contract documents for execution.
- Review Contractor submitted shop drawings and material submittals to assure they adhere to contract specifications.
- Perform part-time construction observation for the project duration (approximately 45 working days) to monitor adherence to project performance specifications.
- Measure quantities of sewer lining installed by the Contractor. Collect and record delivery tickets for materials incorporated into the project.
- Prepare final quantities list and obtain concurrence from the Contractor.
- Review Contractor pay requests, review changes of project scope requiring additional work by the contractor, review claims submitted by the Contractor, and provide recommendation(s) of action to be taken by the Village. Lien waivers for prime Contractor and all Sub-Contractors will be included with all pay requests.
- Coordinate and attend project meetings, included but not limited to, pre-construction meeting, progress meetings, and project closeout meeting.
- Perform close out of the project which includes review and comparison of the submitted quantities by the Contractor, assembly of a balancing change authorization, and final estimate of payment.

Reimbursable Expenses:

- Plotting, Copying, and Equipment

II. Proposed Costs for Services:

Proposed Cost for Services Listed under Item II - **Time and Materials**..... **$68,000.00**

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

We look forward to supporting the Village on this project. If you have any questions, please call me at 847 260-5818.

Regards
SMITH LASALLE, INC.

Viced President Operations

EXHIBIT A

THIS AGREEMENT dated April 21, 2023 between VILLAGE OF FRANKLIN PARK ("CLIENT") and **SMITH LASALLE, INC.** ("SMITH LASALLE" OR "ENGINEER"), is to perform professional consulting engineering services as outlined in the Proposal (Exhibit A) submitted by SMITH LASALLE.

SCOPE OF SERVICES

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

COMPENSATION

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

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

SMITH LASALLE, INC.	**CLIENT**
Signature	Signature
Thomas J. McCabe Printed Name	Printed Name
Vice President Operations Title	Title
April 21,2023 Date	Date

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

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

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

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

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

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

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

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

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

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

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect SMITH LASALLE from claims for negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEERS'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation Insurance. SMITH LASALLE shall, if requested in writing, provide certificates of insurance to the Client.

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

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

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

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or 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.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION RELATED SERVICES FOR A SEWER CLEANING AND INSPECTION IMPROVEMENT PROJECT 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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION RELATED SERVICES FOR A SEWER CLEANING AND INSPECTION IMPROVEMENT PROJECT 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 Professional Services Agreement for a Sewer Cleaning and Inspection Improvement Project 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 in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

SMITH LASALLE®
Consulting Engineers

April 21, 2023

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joseph Thomas | Utilities Commissioner

Subject: Sewer Cleaning and Inspection

Reference: Meeting with Village staff regarding Engineering Services Proposal

Mr Thomas

SMITH LASALLE, Inc. is pleased to submit the following proposal and scope of services to provide design services, exhibit preparation, and construction related services for the Sewer Cleaning and Inspection.

I. Proposed Scope of Services:

Our proposed scope of services includes the following:

Task 1 – Contract Document Preparation: Jim Post of SMITH LASALLE will serve as the Project Manager and will direct the following tasks:

- Determine project scope and cost.
- Coordinate and attend project development/coordination meetings with Village Staff.
- Overall project Coordination/Management

The sewers to be televised in this project (+/-16,750 LF) are located on Schiller Blvd., Martens St., Lombard St., Birch St., Addison Ave., and the sewer adjacent to the railroad tracks at the David L. Talbott Detention Basin, with sizes ranging from 8" dia. to 66" dia. Many of these sewers are scheduled to be lined as part of the 2023 Sewer Lining Program. Information obtained from the sewer inspection will be used for preparing the quantities and scope for this project. Project notes, specifications, and exhibits will be prepared and included in the Bidding/Contract documents. A construction cost estimate will be prepared to be reviewed by Village staff.

Task 2 – Bidding Assistance: SMITH LASALLE will provide bidding assistance throughout the bidding process and will direct the following tasks:

- Prepare 'Issued for Construction' PDF plans and specifications for bidding.
- Prepare public notification for advertisement in local newspapers.
- Place bidding documents on the QuestCDN website and monitor bid process.
- Prepare and issue Addenda for changes generated from contractor's questions.
- Review submitted bids, prepare bid tabulation, and provide award recommendation to Village Staff.

Task 3 – Construction Related Services: SMITH LASALLE will provide construction related services for the duration of construction and will perform the following tasks:

- Review and assemble Contractor contract documents for execution.
- Review Contract and material submittals to assure they adhere to contract specifications.
- Review Contractor pay requests, review changes of project scope requiring additional work by the contractor, review claims submitted by the Contractor, and provide recommendation(s) of action to be taken by the Village. Certified payroll and lien waivers for prime Contractor and all Sub-Contractors will be included with all pay requests.
- Coordinate and attend project meetings, included but not limited to, pre-construction meeting, progress meetings, and project closeout meeting.
- Perform close out of the project which includes review and comparison of the submitted quantities by the Contractor, assembly of a balancing change authorization, and final estimate of payment. Assembly of certified payrolls and lien waivers from the Contractor. Monitor performance of construction.

B. Provide Construction Observation

Services include:

- Perform part time on-site observation for the duration of construction (approximately 25 working days) to monitor adherence to project performance specifications.
- Measure quantities of sewer cleaning and televising on a daily basis.
- Prepare final quantities list and obtain concurrence from the Contractor.
- Monitor performance of cleaning and inspection.

Task 4 – Reimbursable Expenses: The following is a list of project related expenses incurred by SMITH LASALLE:

- Plotting and copying
- Equipment charges

II. Proposed Costs for Services:

For the tasks listed in the Proposed Scope of Services, we have provided a Time and Materials, not to Exceed fee of.....$41,000.00

SMITH LASALLE'S fees & schedule are based on completion of the overall project within 60 working days. Our fees and costs are valid for 90 days after execution of the contract.

SMITH LASALLE®
Consulting Engineers

III. Assumptions and Work Responsibilities:

The following are assumptions and Work responsibilities by others:

- Traffic control, safety, and lane closures (Provided by Contractor)
- Directing the work effort shall be the sole responsibility of the Contractor

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from SMITH LASALLE, not included in this quote, we will provide additional labor and equipment rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5095.

The attached Standard Terms and Conditions apply to this proposal. If this proposal is acceptable to the Village of Franklin Park, please sign and return one fully executed original to us for our records.

Regards

James M. Post
SMITH LASALLE, INC.

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

EXHIBIT A

THIS AGREEMENT dated April 21, 2023 between The Village of Franklin Park, Illinois ("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 J. McCabe Printed Name	Printed Name
Vice President Operations Title	Title
April 21, 2023 Date	Date

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

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

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

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

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

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

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

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

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

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

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect SMITH LASALLE from claims for negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEERS'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation Insurance. SMITH LASALLE shall, if requested in writing, provide certificates of insurance to the Client.

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

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

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

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or 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.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

AN ORDINANCE APPROVING A PROFESSIONAL CONSULTING AND ENGINEERING SERVICES AGREEMENT FOR UTILITIES GIS SERVICES FROM MAY 1, 2023 TO APRIL 30, 2024 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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE APPROVING A PROFESSIONAL CONSULTING AND ENGINEERING SERVICES AGREEMENT FOR UTILITIES GIS SERVICES FROM MAY 1, 2023 TO APRIL 30, 2024 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 Professional Consulting and Engineering Services Agreement for Fiscal Year 2024 Utilities GIS 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 in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

SMITH LASALLE®
Consulting Engineers

April 21.2023

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

Attention: Joe Thomas, Utilities Commissioner

Subject: Village of Franklin Park FY 2023 Utilities GIS Services

Reference: Meeting of April 1, 2023

Mr. Thomas

Smith LaSalle is pleased to submit this proposed scope of services to provide the Village of Franklin Park Utilities Department GIS Services in fiscal year 2024 for a not to exceed fee and term.

As the Village of Franklin Park ("Village") does not have personnel on staff to provide GIS services for maintaining its geographic mapping and information systems, Smith LaSalle proposes to provide those staff services defined below in the scope of work on a retainer basis, with monthly time and materials billing not to exceed the contract amount. The contract would run from May 1, 2023, through April 30, 2024.

1. Scope of Work

Maintain the Village Water and Sewer Mapping and Data - Smith LaSalle would provide staff for up to 270 hours labor to perform updates to the water and sewer atlases. CAD information from as-built plans and other utilities-focused projects will be added/updated, updates to the valve and hydrant inventory using data provided by Village contractors, updates to the water service inventory (lead, copper, etc.) using data provided by Village inspectors.

Mapping Support - Smith LaSalle would provide staff for up to 250 hours labor to perform mapping support for the Utilities Department, Streets Department and Fire Department for program specific mapping, such as:

1. Update hydrant data relevant for the Fire Department, based on information provided by Village contractors.

2. Update internal task maps such as street sweeping routes and snowplow routing.

3. Update ADA inventory where facilities along Village roadways have been brought into compliance.

4. Update inventory of Village streetlight and traffic light controllers with supporting data.

5. With the Streets Department, establish an Esri-based sign inventory.

6. Other project-specific tasks anticipated to support the Village in obtaining funding from external inter-governmental sources (e.g., MWRD, IEPA, etc.), as directed by the Village representative for this agreement.

Building Department Mapping and Data – Smith LaSalle would provide up to 120 hours labor to perform ongoing updates to the Accela address and owner inventory for use by Building Department applications and Utilities Department applications that benefit from this information.

Regulatory Mapping and Reporting – Smith LaSalle would provide up to 80 hours labor for staff assistance in the preparation of Village utilities-related maps and reports as required by Federal, State and Regional agencies, including IEPA lead service reporting, the MWRD Infiltration and Inflow Program, and the IEPA State Revolving Fund Loan Programs.

Schedule

The term of this retainer contract is May 1, 2023, through April 30, 2024.

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, maps, descriptions, or negotiation/acquisition services.

3. Geotechnical investigations.

4. Surveying for projects described in numbers 1, 2 and 3 above.

5. The pursuit of/or processing of State or Federal permits.

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. Production of large volumes of copying or printing.

II. Proposed Costs for Services

Proposed Costs for Services Defined in Item I: Services rendered under this Agreement will use Smith LaSalle standard hourly billing rates with a not to exceed amount of $120,000.00. The project fee includes $200.00 for reimbursable expenses.

Billing and Payment: Invoices shall be submitted monthly for time and materials 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 the Village may reasonably require.

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.

Billing Records: Smith LaSalle shall maintain accounting records of its invoices and 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 three (3) years after completion.

III. Items Required to Initiate Smith LaSalle Services:
The Village shall, at its expense, do the following in a timely manner so as not to delay the services:

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

Representative: Designate a representative for the proposed services who shall have the authority to transmit instructions, receive information, interpret and define the Village's requirements, and make decisions with respect to the services. The Village representative for this Agreement will be Joe Thomas, Interim Utilities Commissioner.

Decisions: Provide all criteria and full information as to the Village's requirements for the proposed services and make timely decisions on matters relating to the services.

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

We look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at (847) 260-5818.

Regards

Smith LaSalle, Inc.

Thomas J. McCabe, P.E.
Vice President/ Operations

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

EXHIBIT A

THIS AGREEMENT dated April 21, 2023 between The Village of Franklin Park, Illinois ("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 J. McCabe Printed Name	Printed Name
Vice President Operations Title	Title
April 21, 2023 Date	Date

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

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

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

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

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

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

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

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

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

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

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect SMITH LASALLE from claims for negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEERS'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation Insurance. SMITH LASALLE shall, if requested in writing, provide certificates of insurance to the Client.

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

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

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

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or 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.

 10102 Pacific Avenue • Franklin Park, IL 60131 • 847.260.5095 • www.smithlasalle.com

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

AN ORDINANCE APPROVING AN ENGINEERING SERVICES AGREEMENT FOR THE 2023 50-50 SIDEWALK REPLACEMENT PROGRAM 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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE APPROVING AN ENGINEERING SERVICES AGREEMENT FOR THE 2023 50-50 SIDEWALK REPLACEMENT PROGRAM 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 Engineering Services Agreement for the 2023 50-50 Sidewalk Replacement Program 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 in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

SMITH LASALLE®
Consulting Engineers

April 21, 2023

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

Attention: Joseph Thomas, Utilities Commissioner

Subject: 2023 50/50 Sidewalk Replacement Program

Reference: Meeting with Village staff regarding Engineering Services Proposal

Mr. Thomas

Smith LaSalle, Inc. is pleased to submit the following proposal and scope for the construction related services for the Village of Franklin Parks, for the 2023 50/50 Sidewalk Replacement Program. The project involves the removal and replacement of public sidewalk with resident financial participation at various locations throughout the Village. Sidewalk replacement location and quantities are not yet tabulated as sign-up for this program is still in progress. Also included will be spot curb & gutter replacement, drive aprons, and detectable warning removal and replacement as directed by Village staff. Services will also include project administration, engineering design, contract document preparation, bidding assistance, construction engineering services and miscellaneous reimbursable expenses.

I. Smith LaSalle will provide the following services:

Project Preparation:

- Determine project scope and cost.
- Coordinate and attend project development/coordination meetings with Village staff.
- Project coordination/management.
- Review resident participant documents and assemble contract documents for execution.

Contract Document Preparation:

Smith Lasalle will tabulate the public sidewalk and curb & gutter replacement locations based on resident requests, and field mark these locations for the contractor. Specifications, project notes, and details will be prepared for the project improvements. A construction cost estimate will be prepared to be reviewed by Village staff.

Bidding Services:

- Prepare 'Issued for Construction' PDF Plans and Specifications for Bidding.
- Prepare Public Notification for Advertisement in Local Newspapers
- Place Bidding Documents on the QuestCDN Website and Monitor Bid Process
- Prepare and Issue Addenda for Changes Generated from Contractor's Questions
- Review Bids, Prepare Bid Tabulation, & Provide Award Recommendation to Village Staff

Construction Project Management:

- Review Contractor submitted documents and assemble contract documents for execution.
- Review Contract and material submittals to assure they adhere to contract specifications.
- Review Contractor pay requests submitted by the Contractor, review of changes of project scope requiring additional work by the contractor, review of claims submitted by the Contractor, and provide recommendation(s) of action to be taken by the Village.
- Coordinate and attend project meetings, included but not limited to, pre-construction meeting, progress meetings, and project closeout meeting.
- Perform close out of the project which includes review and comparison of the submitted quantities by the Contractor, assembly of a balancing change authorization, and final estimate of payment. Assembly of certified payrolls and lien waivers from the Contractor.
- Monitor performance of construction.

Construction Observation:

- Perform full time onsite construction observation to monitor adherence to project performance specifications.
- Prepare and distribute Resident/Business Construction Notices
- Measure all in place quantities installed by the Contractor. Collect and record delivery tickets for materials incorporated into the project.
- Prepare final quantities list and obtain concurrence from the Contractor.
- Provide Material Quality Assurance testing (Subconsultant)
- Smith LaSalle's fees & schedule is based on completion of the project within 30 working days.
- Prepare As-Built drawings to be delivered to the Village of Franklin Park

Reimbursable Expenses:

- Materials Testing (Subconsultant)
- IEPA 662 Form (Subconsultant)
- Plotting, Copying, and Equipment

II. Proposed Costs for Services:

Estimated Costs for Construction Related Services Listed under Item I –
Time and Materials - Not to Exceed.....**$48,000.00**

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

We look forward to supporting the Village on this project. If you have any questions, please call me at 847 260-5818.

Regards

SMITH LASALLE, INC.

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

EXHIBIT A

THIS AGREEMENT dated April 21, 2023 between VILLAGE OF FRANKLIN PARK ("CLIENT") and **SMITH LASALLE, INC.** ("SMITH LASALLE" OR "ENGINEER"), is to perform professional consulting engineering services as outlined in the Proposal (Exhibit A) submitted by SMITH LASALLE.

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

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

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

SMITH LASALLE, INC.	**CLIENT**
Signature	Signature
Thomas J. McCabe Printed Name	Printed Name
Vice President Operations Title	Title
April 21, 2023 Date	Date

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION RELATED SERVICES FOR THE SCHILLER BOULEVARD ROADWAY AND UTILITY IMPROVEMENT PROJECT 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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION RELATED SERVICES FOR THE SCHILLER BOULEVARD ROADWAY AND UTILITY IMPROVEMENT PROJECT 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 Professional Services Agreement for Construction Related Services for the Schiller Boulevard Roadway and Utility Improvement Project 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 in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

SMITH LASALLE®
Consulting Engineers

April 21, 2023

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

Attention: Joseph Thomas, Utilities Commissioner

Subject: Schiller Blvd. Roadway and Utility Improvements Project

Mr. Thomas

Smith LaSalle, Inc. is pleased to submit the following proposal and scope for the construction related services for the Village of Franklin Parks, Schiller Blvd. Roadway and Utility Improvement Project. The project involves roadway and utility improvements on Schiller Blvd. from Mannheim Rd. to Scott Street (2,600LF). The improvements generally include the abandonment of the existing 6" dia. watermain, and replacement with a new 8" D.I. watermain. Connections to existing watermain at intersecting streets will take place at Dora Street, Sarah Street, Louis Street, and Scott Street. The existing 6" dia. watermain at Lincoln Street, Ernst Street, and George Street will be replaced with 8" dia. D.I.W.M. through the Schiller Blvd. paved area. Additional watermain related improvements will include replacement of all fire hydrants along the proposed route, valves and vaults, and services. Both the water and sewer services will be replaced from the mainline connection to the R.O.W. boundary. Where there are lead water services, the service will be replaced from the ROW into the house (per IEPA regulations). Intersection drainage structures in disrepair will be replaced along with the sewer piping leads. Roadway improvements include removal and replacement of the asphalt paving, which will be cement stabilized. Curb, sidewalk, and drive aprons will also be completely removed and replaced.

It is our understanding that Smith LaSalle will provide the following services:

I. Construction Related Services for Schiller Blvd. Roadway and Utility Improvements:

Bidding Services:

- Prepare 'Issued for Construction' PDF Plans and Specifications for Bidding.
- Prepare Public Notification for Advertisement in Local Newspapers
- Place Bidding Documents on the QuestCDN Website and Monitor Bid Process
- Prepare and Issue Addenda for Changes Generated from Contractor's Questions
- Review Bids, Prepare Bid Tabulation, & Provide Award Recommendation to Village Staff

Construction Project Management:

- Review Contractor submitted documents and assemble contract documents for execution.
- Review Contract and material submittals to assure they adhere to contract specifications.
- Review Contractor pay requests submitted by the Contractor, review of changes of project scope requiring additional work by the contractor, review of claims submitted by the Contractor, and provide recommendation(s) of action to be taken by the Village.

- Coordinate and attend project meetings, included but not limited to, pre-construction meeting, progress meetings, and project closeout meeting.
- Perform close out of the project which includes review and comparison of the submitted quantities by the Contractor, assembly of a balancing change authorization, and final estimate of payment. Assembly of certified payrolls and lien waivers from the Contractor.
- Monitor performance of construction.

Construction Observation:

- Perform full time onsite construction observation to monitor adherence to project performance specifications.
- Prepare and distribute Resident/Business Construction Notices
- Measure all in place quantities installed by the Contractor. Collect and record delivery tickets for materials incorporated into the project.
- Prepare final quantities list and obtain concurrence from the Contractor.
- Provide Material Quality Assurance testing (Subconsultant)
- Smith LaSalle's fees & schedule is based on completion of the project within 30 working days.
- Prepare As-Built drawings to be delivered to the Village of Franklin Park

Reimbursable Expenses:

- Materials Testing (Subconsultant)
- IEPA 662 Form (Subconsultant)
- Plotting, Copying, and Equipment

II. Proposed Costs for Services:

Estimated Costs for Construction Related Services Listed under Item I –
Time and Materials - Not to Exceed.....**$141,760.00**

The above is in addition to the SPACECO proposal for construction observation services in the amount of $56,000 and the original Smith LaSalle proposal of $77,240.00.

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

We look forward to supporting the Village on this project. If you have any questions, please call me at 312 515-1000.

Regards
SMITH LASALLE, INC.

Thomas McCabe, P.E.
Vice President Operations

EXHIBIT A

THIS AGREEMENT dated April 21, 2023 between VILLAGE OF FRANKLIN PARK ("CLIENT") and **SMITH LASALLE, INC.** ("SMITH LASALLE" OR "ENGINEER"), is to perform professional consulting engineering services as outlined in the Proposal (Exhibit A) submitted by SMITH LASALLE.

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

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

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

SMITH LASALLE, INC.	**CLIENT**
Signature	Signature
Thomas J. McCabe Printed Name	Printed Name
Vice President Operations Title	Title
April 21, 2023 Date	Date

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 CLIENT'S consultants and contractors.

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

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

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

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

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect SMITH LASALLE from claims for negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEERS'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation Insurance. SMITH LASALLE shall, if requested in writing, provide certificates of insurance to the Client.

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

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

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

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or 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.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2324-G- __

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN LAS ISLAS VIP LLC AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (FRANKLIN PARK FEST BEER GARDEN VENDOR 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 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2324-G- __

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN LAS ISLAS VIP LLC AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (FRANKLIN PARK FEST BEER GARDEN VENDOR 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, Las Islas VIP LLC, an Illinois limited liability corporation (the "*Vendor*"), located at 3560 N. River Road, Franklin Park, Illinois, agrees to serve as a Vendor for the Beer Garden at the Franklin Park Fest; and

WHEREAS, Vendor and the Village desire to enter into an agreement pursuant to which Vendor will provide such services to the Village.

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

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

Section 2. The Agreement by and between the Village of Franklin Park, Cook County, Illinois and Las Islas VIP LLC, an Illinois limited liability corporation (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the

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

Section 3. That the Local Liquor Control Commissioner is hereby authorized and directed to issue a Class G liquor license to the Vendor, as provided in the Agreement.

Section 4. The officials, officers, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

9500 W Belmont Avenue
Franklin Park, Illinois 60131

T 847.671.8236
F 847.671.8309
jhilyer@vofp.com

www.vofp.com

FRANKLIN PARK FEST 2023 BEER GARDEN VENDOR AGREEMENT

THIS AGREEMENT is made as of the _____ day of May 2023 (the "*Effective Date*"), by and between the Village of Franklin Park, an Illinois municipal corporation (the "*Village*"), and Las Islas VIP LLC, an Illinois limited liability corporation (the "*Vendor*"). The Village and the Vendor shall herein be collectively referred to as the "*Parties*."

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby contract, promise, and agree, as follows:

1. **Beer Garden Vendor**. The Vendor agrees to serve as a vendor for the Beer Garden (the "*Beer Garden*") at the Franklin Park Fest (the "*Fest*"), as herein provided.

2. **Alcohol Sales**. The Vendor shall only sell alcoholic liquor products approved by the Village and as provided by Town & Country Distributing (the "*Distributor*") in the Beer Garden location designated by the Village. Products and pricing are identified on Exhibit A, a copy of which is attached hereto and made a part hereof. Products and pricing are subject to change, as determined by the Village. The Village shall pay for the cost of the products.

The Village shall sell tickets for alcoholic liquor purchases. The Vendor shall not sell any alcoholic liquor without first collecting the appropriate number of tickets from the purchaser. The Vendor shall not accept any other type of payment method for any purchase. The Vendor shall turn in tickets collected to the Village's designee by 11:00 P.M. each night.

All purchasers shall be twenty-one (21) years of age or older. The Vendor shall not sell any alcoholic liquor to a purchaser that does not possess a Village approved and provided designator (wrist band or stamp) to purchase alcoholic liquor products.

3. **Hours of Operation**. The Vendor shall sell alcoholic liquor during the following days and times: Thursday, June 8, 2023, 6:00 P.M. – 10:30 P.M.; Friday, June 9, 2023, 6:00 P.M. – 10:30 P.M.; and Saturday, June 10, 2023, 12:00 P.M. – 10:30 P.M. The Vendor shall provide a sufficient number of employees to adequately staff the Beer Garden.

4. **Employees**. All Vendor employees in the Beer Garden shall hold valid BASSET certificates of completion from a state certified BASSET program and be clean, decently dressed, polite, and sober at all times. All employees must be twenty-one (21) years of age or older.

5. **Vendor Requirements**.

A. The Vendor shall obtain all licenses to perform its obligations under this Agreement including a valid Village Class G liquor license, which fee shall be waived, and appropriate liquor license from the State of Illinois and shall submit copies of same to the Village.

B. The Vendor shall obtain liquor liability insurance insuring the Vendor, the location of the Beer Garden, and the Vendor's obligations under this Agreement with a limit in the minimum amount of

$1,000,000.00 per occurrence and naming the Village of Franklin Park as an additional insured party. The Vendor shall furnish the Village that such insurance is in full force and effect during the Fest.

C. The Vendor agrees to indemnify and hold harmless the Village and the Village's officials, officers, employees, volunteers, representatives, attorneys and consultants, in both their official and individual capacities (collectively, the "*Indemnified Parties*") from and against any and all liabilities, including costs and attorney's fees, claims, judgments, expenses, losses, suits, damages, demands, and causes of action arising out of, caused by, connected with, or resulting from the acts or omissions of the Vendor to the fullest extent authorized by law.

D. The Vendor covenants and agrees that no recourse under this Agreement or any claim shall be had individually against the Indemnified Parties, and no liability, right, or claim at law or in equity shall be incurred by the Indemnified Parties. The Vendor expressly understands and agrees that any insurance required under this Agreement by the Vendor, or otherwise provided by the Vendor, shall in no way limit the Vendor's responsibility to indemnify, defend, and hold harmless the Indemnified Parties.

E. All rights, obligations, covenants, promises, and indemnifications herein shall survive the Term of this Agreement and shall remain in full force and effect.

6. Compensation. The Vendor shall receive a payment of $2,000.00 or 30% of the total net sales after Village expenses (payment of alcoholic liquor provided by Distributor), whichever is higher, at the end of the Fest. The Vendor understands and agrees that any failure to comply with this Agreement shall result in the forfeiture of any compensation.

7. Term. The Term of this Agreement shall commence on the Effective Date and terminate at 11:59 P.M. on December 31, 2023.

8. Waiver. A waiver of any covenant or condition by either Party shall not be construed as a waiver of any subsequent breach.

9. Construction. Nothing contained herein nor any acts of the Parties shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of a joint venture between the Parties.

10. Successors. All rights and liabilities herein given to or imposed upon the Parties shall extend to and bind the successors of the Parties.

11. Applicable Laws, Severability, and Enforcement of Provisions. The Vendor shall comply with all applicable laws, ordinances, rules, and regulations of the Village, state and federal government, or agency thereof, that may affect the performance of this Agreement. If any provision of this Agreement is determined by a court not to be enforceable, the Parties agree that it is their intention that such provision should be enforceable to the maximum extent possible under applicable law. If any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision shall be deemed not to be part of this Agreement and shall not invalidate any other provision or this Agreement. This Agreement shall be governed in accordance with the laws of the State of Illinois. Jurisdiction shall be of those courts located within the County of Cook.

12. Representations and Warranties. Both Parties represent and warrant that no representation, statement, meaning, or promise, either oral or written, of any kind, by the other Party, not

contained in this Agreement, served in any way to induce them into this Agreement or has in any way been relied upon by them. Both Parties represent and warrant that no statement, representation, promise, or provision requested has been excluded in this Agreement, and if so omitted, that it hereby relinquishes the benefit of any such omission.

13. Assignment, Interpretation and Amendment. This Agreement shall not be assigned. Any purported assignment in violation hereof shall be null and void. All headings are for convenience only and do not modify, define, or limit any provision. Any amendment to this Agreement must be in writing and approved by both Parties.

14. Authority to Act and Counterparts. The persons signing this Agreement warrant that they are duly authorized to execute this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Village and the Vendor have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

VILLAGE:

By: _____
Village President, Village of Franklin Park

Attest:

By: _____
Village Clerk, Village of Franklin Park

VENDOR:

By: _____
Ricardo E. Correa, Manager
Las Islas VIP LLC

Exhibit A

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2223-Z-____

AN ORDINANCE APPROVING A SUBDIVISION OF THE PROPERTY COMMONLY KNOWN AS 9350-9362 GRAND AVENUE, FRANKLIN PARK, COOK COUNTY, ILLINOIS (ZBA: 23-06)

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 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2223-Z-___

AN ORDINANCE APPROVING A SUBDIVISION OF THE PROPERTY COMMONLY KNOWN AS 9350-9362 GRAND AVENUE, FRANKLIN PARK, COOK COUNTY, ILLINOIS (ZBA: 23-06)

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

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

WHEREAS, a subdivision application, ZBA 23-06, has been submitted by David Dickens of Lippy, LLC (the "*Applicant*") requesting approval of the subdivision of property, as attached hereto as Exhibit A (the "*Plat of Subdivision*"), for the property commonly known as 9350-9362 Grand Avenue, Franklin Park, Illinois, and legally described as set forth in the Plat of Subdivision (the "*Property*"); and

WHEREAS, the Zoning Board of Appeals held a public hearing on May 3, 2023, on whether the Plat of Subdivision should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing date by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing date in the *Chicago Tribune*, a newspaper of general circulation published in this Village;

and

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

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

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

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

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

Section 3. The Corporate Authorities find and determine that the non-rectangular shape of the new lot, which does not meet the requirement of Section 10-4-7(a) of the Subdivision Regulations, and the creation of certain lots that do not abut a street, which does not meet the requirement of Section 10-4-7(e) of the Subdivision Regulations, will not adversely affect the intent of the Subdivision Regulations, thus a variation from those requirements is hereby approved.

Section 4. The Corporate Authorities find and determine that the adoption of the Plat of Subdivision is in the public interest and is in furtherance of the progressive demands of orderly

Village development.

Section 5. The Plat of Subdivision for "*The Dickens Subdivision*," a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby authorized and approved, subject to the following conditions:

A) The Applicant shall submit proof of an easement agreement to allow street access across the Property for any adjoining parcel that does not abut a street; and

B) The Applicant shall submit a final plat to be reviewed and approved by Village staff and the Village Engineer.

Section 6. The Applicant shall provide the final Plat of Subdivision to the Village for execution and its subsequent recording.

Section 7. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to take any such actions required on the part of the Village to execute and ensure the recording of the final Plat of Subdivision with the County of Cook.

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

Section 10. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL J. ARELLANO
VILLAGE CLERK

EXHIBIT A

Plat of Subdivision

(See attached)

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2223-Z-__

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW FOR A "CAR WASH" IN THE I-2 GENERAL INDUSTRIAL DISTRICT (ZBA 23-07: 9350-9362 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 05/15/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2223-Z- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW FOR A "CAR WASH" IN THE I-2 GENERAL INDUSTRIAL DISTRICT (ZBA 23-07: 9350-9362 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 the Board of Trustees of the Village of Franklin Park (the *"Corporate Authorities"*) have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, *et seq.*, of the Illinois Municipal Code by adopting the Franklin Park Zoning Ordinance in 1974 (Ord. 7475 Z10), as amended from time to time; and

WHEREAS, a conditional use application, ZBA 23-07, has been submitted to the Village by David Dickens of Lippy, LLC (the *"Applicant"*) to allow within the I-2 General Industrial District the operation of a "car wash" (the "*Proposed Conditional Use*") on the property owned by the Applicant and commonly known as 9350-9362 Grand Avenue, Franklin Park, Illinois and as legally described and depicted on Exhibit A (the *"Property"*); and

WHEREAS, the Zoning Board of Appeals held a public hearing on May 3, 2023, 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 hearings 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 I-2 General Industrial 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 I-2 General Industrial 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. In addition to the afore-mentioned findings, the President and the Board of Trustees further find that the Proposed Conditional Use meets the specific requirements of a "car wash" use as provided in Section 9-3-C of the Franklin Park Zoning Code, which are as follows:

1. The Proposed Conditional Use will be screened along the interior side and rear lot lines with a 6-8 foot solid fence or wall, with landscaping facing toward the interior of the lot;

2. The Proposed Conditional Use building will not be located within 200 feet of a residential district;

3. The Proposed Conditional Use provides either six stacking spaces or four stacking spaces per car wash kiosk or bay, which is greater;

4. The Proposed Conditional Use includes architectural features, landscaping, and other design elements which benefit and preserve the character of the community; and

5. The Applicant will provide an environmental impact and traffic study for the Proposed Conditional Use.

Section 5. A Conditional Use, subject to the conditions set forth below, is hereby granted and issued to Lippy, LLC, for the operation of a "car wash" use in the I-2 General Industrial District located at 9350-9362 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. That a "landscape plan" and "environmental impact and traffic study" are submitted for staff review prior to the issuance of a Certificate of Occupancy;

2. That the Conditional Use complies at all times with all other applicable codes, regulations, and ordinances of the Village of Franklin Park;

3. That this 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 6. 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 7. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

Section 9. This Ordinance shall be in full force and effect following its passage, approval and publication in pamphlet form as provided by law.

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ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2023, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2023.

_____
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

_____
APRIL J. ARELLANO
VILLAGE CLERK

Exhibit A

Legal Description

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, KNOWN AS THE DICKENS SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS:

PARCEL 1:
PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO A PART OF LOTS 1 TO BOTH INCLUSIVE, PART OF LOT 11, ALL OF LOTS 12 AND 13 AND PART OF LOT 14 IN BLOCK 2, TOGETHER WITH PART OF THE VACATED 16.0 FOOT ALLEY IN SAID BLOCK 2; PART OF VACATED CHERRY STREET; PART OF LOTS 1 TO 8 BOTH INCLUSIVE IN BLOCK 1, PART OF THE WEST 1/2 OF VACATED LOMBARD STREET, ALL OF THE ABOVE IN WEEK'S SUBDIVISION OF ALL OF BLOCKS 1, 2, AND 3, EXCEPT THE SOUTH 66 FEET OF SAID BLOCK 3, AND THAT PART OF BLOCKS 11, 12 AND 13 LYING WEST OF THE WISCONSIN CENTRAL RAILROAD, THE SOUTH 476.1 FEET; MORE OR LESS OF BLOCK 4, AND THAT PART OF THE SOUTH 398.0 FEET, MORE OR LESS OF BLOCK 10 LYING WEST OF SAID RAILROAD, ALL IN RIVER PARK, BEING A SUBDIVISION OF PART OF THE LAFRAMBOISE RESERVATION AND A PART OF THE NORTH 1/2 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 1 IN BLOCK 2, IN SAID WEEK'S SUBDIVISION, 67.84 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 1, SAID POINT BEING 10.0 FEET WEST OF THE CENTER LINE OF A CURVED RAILROAD TRACK; THENCE SOUTH ALONG A CURVED LINE, CONCAVE TO THE EAST, HAVING A RADIUS OF 460.8 FEET, AN ARC DISTANCE OF 103.74 FEET, THE CHORD OF SAID CURVED LINE FORMING AN ANGLE OF 85 DEGREES 53 MINUTES WITH THE NORTH LINE OF AFORESAID LOT 1, AS MEASURED FROM EAST TO SOUTH, SAID POINT BEING 10.0 FEET WESTERLY OF THE CENTER LINE OF AFORESAID CURVED RAILROAD TRACK; THENCE SOUTHERLY ALONG A CURVED LINE, CONCAVE TO THE NORTH EAST, HAVING A RADIUS OF 575.09 FEET; AN ARC DISTANCE OF 91.00 FEET; THENCE SOUTH EASTERLY, ALONG A CURVED LINE, CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 1710.32 FEET; ARC DISTANCE OF 188.06 FEET TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF VACATED LOMBARD STREET, SAID POINT BEING 10.0 FEET SOUTHWESTERLY OF THE AFORESAID CURVED RAILROAD TRACK; THENCE SOUTH ALONG THE SAID EAST LINE OF THE WEST 1/2 OF VACATED LOMBARD STREET, 275.16 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 27, THENCE WEST ALONG SAID SOUTH LINE 100.33 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 27. 91.34 FEET TO THE NORTH LINE OF GRAND AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF GRAND AVENUE 22.35 FEET TO A

POINT ON THE WEST WALL OF A BRICK BUILDING; THENCE NORTH ALONG A LINE THAT FORMS AN ANGLE OF 98 DEGREES 17 MINUTES 08 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, BEING ALONG THE WEST WALL OF AN EXISTING BUILDING, 196.47 FEET; THENCE CONTINUING NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 179 DEGREES 54 MINUTES 51 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, 395.03 FEET; THENCE NORTHERLY ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 625.09 FEET, AN ARC DISTANCE OF 137.10 FEET TO A POINT IN THE NORTH LINE OF LOT 1 IN BLOCK 2, IN AFORESAID WEEK'S SUBDIVISION, SAID POINT BEING 10.0 FEET EAST OF THE CENTER LINE OF AFORESAID CURVED RAILROAD TRACK; THENCE EAST ALONG THE NORTH LINE OF LOT 1 IN BLOCK 2 IN WEEK'S SUBDIVISION, 5.23 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SECTION 27 AND 100 FEET EAST OF A STONE MONUMENT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 27 THENCE SOUTH WITH AN INTERIOR ANGLE MEASURED FROM EAST TO SOUTH OF 89 DEGREES 50 MINUTES AND 40 SECONDS A DISTANCE OF 91.34 FEET TO AN IRON PIPE ON THE NORTH LINE OF GRAND AVENUE THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF GRAND AVENUE A DISTANCE OF 101.97 FEET MORE OR LESS TO THE CENTER LINE OF LOMBARD AVENUE (NOW VACATED) PRODUCED THENCE NORTH ON THE CENTER LINE OF LOMBARD AVENUE (NOW VACATED) PRODUCED FOR A DISTANCE OF 104.4 FEET MORE OR LESS TO AN IRON PIPE ON THE NORTH LINE OF THE SOUTH 1/2 OF SECTION 27, THENCE WEST ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 27 A DISTANCE OF 100.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:
PART OF LOTS 1 TO 9 BOTH INCLUSIVE AND PART OF LOT 14 IN BLOCK 2 TOGETHER WITH PART OF THE VACATED 16.0 FOOT ALLEY IN SAID BLOCK 2; PART OF THE WEST 1/2 OF VACATED LOMBARD STREET, ALL OF WHICH ARE IN WEEK'S SUBDIVISION OF ALL OF BLOCKS 1, 2, AND 3, EXCEPT THE SOUTH 66.0 FEET OF SAID BLOCK 3 AND THAT PART OF BLOCKS 11, 12, AND 13 LYING WEST OF THE WISCONSIN CENTRAL RAILROAD; THENCE SOUTH 476.1 FEET, MORE OR LESS, OF BLOCK 4, AND THAT PART OF THE SOUTH 398.0 FEET, MORE OR LESS, OF BLOCK 10 LYING WEST OF SAID RAILROAD, ALL IN RIVER PARK, BEING A SUBDIVISION OF PART OF THE LAFRAMBOISE RESERVATION AND A PART OF THE NORTH 1/2 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 1 IN BLOCK 2, IN SAID WEEK'S SUBDIVISION 67.84 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 1; THENCE SOUTH

ALONG A CURVED LINE, CONCAVE TO THE EAST, HAVING A RADIUS OF 460.8 FEET, AN ARC DISTANCE OF 103.74 FEET, THE CHORD OF SAID CURVED LINE FORMING AN ANGLE OF 85 DEGREES 53 MINUTES WITH THE NORTH LINE OF AFORESAID LOT 1 AS MEASURED FROM EAST TO SOUTH THENCE SOUTHERLY ALONG A CURVED LINE, CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 575.09 FEET, AN ARC DISTANCE OF 91.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 1710.32 FEET, AN ARC DISTANCE OF 188.06 FEET TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF VACATED LOMBARD STREET; THENCE NORTH ALONG THE SAID EAST LINE OF THE WEST 1/2 OF VACATED LOMBARD STREET, 76.97 FEET; THENCE NORTHWESTERLY ALONG A CURVED LINE, CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 505.55 FEET, AN ARC DISTANCE OF 204.08 FEET; THENCE CONTINUING NORTHERLY ALONG A CURVED LINE, CONCAVE TO THE EAST HAVING A RADIUS OF 440.8 FEET, AN ARC DISTANCE OF 100.06 FEET TO THE NORTH LINE OF SAID LOT 1 IN BLOCK 2, AT A POINT 47.84 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 1 IN BLOCK 2; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 IN BLOCK 2, 20.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:
THAT PART OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF GRAND AVENUE AND THE CENTER LINE OF VACATED LOMBARD STREET EXTENDED SOUTH TO SAID NORTH LINE OF GRAND AVENUE; THENCE NORTH ALONG SAID CENTER LINE OF VACATED LOMBARD STREET 250 FEET; THENCE SOUTHEASTERLY PARALLEL TO THE NORTH LINE OF GRAND AVENUE 75 FEET TO A POINT; THENCE SOUTH 250 FEET ALONG A LINE PARALLEL TO THE CENTER LINE OF VACATED LOMBARD STREET TO THE NORTH LINE OF GRAND AVENUE; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF GRAND AVENUE 75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:
A TRACT OF LAND IN FRACTIONAL SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISED OF A PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A PART OF LOT 23 AND A PART OF LOT 24, BOTH IN BLOCK 12, AND ALL OR PART OF EACH OF LOTS 1 TO 11, BOTH INCLUSIVE, IN BLOCK 13, ALL IN WEEKS' SUBDIVISION OF PART OF RIVER PARK, IN THE NORTH FRACTIONAL 1/2 OF SAID SECTION 27 (ACCORDING TO THE PLAT OF SAID WEEKS' SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 1211288), TOGETHER WITH A PART OF THE VACATED ALLEYS LYING BETWEEN AND ADJOINING SAID LOTS OR PARTS OF LOTS IN SAID BLOCK 13, AND PARTS OF VACATED LOMBARD AVENUE AND VACATED CHERRY AVENUE, LYING BETWEEN AND ADJOINING THE LOTS IN SAID BLOCKS, SAID TRACT OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING

AT A POINT ON THE NORTHERLY LINE OF GRAND AVENUE (SAID NORTHERLY LINE OF GRAND AVENUE BEING THE ARC OF A CIRCLE CONVEX SOUTHERLY AND HAVING A RADIUS OF 9,516.30 FEET) AT A POINT OF INTERSECTION WITH A LINE 247.32 FEET EAST FROM AND PARALLEL WITH A SOUTHWARD EXTENSION OF THE CENTER LINE OF SAID VACATED LOMBARD AVENUE; THENCE WESTWARDLY ALONG SAID NORTHERLY LINE OF GRAND AVENUE A DISTANCE OF 173.60 FEET TO A POINT 75 FEET EASTWARDLY (MEASURED ALONG THE NORTHERLY LINE OF GRAND AVENUE) FROM THE INTERSECTION OF THE NORTHERLY LINE OF GRAND AVENUE WITH THE SOUTHWARD EXTENSION OF THE CENTER LINE OF SAID VACATED LOMBARD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF VACATED LOMBARD AVENUE AND ITS SOUTHWARD EXTENSION A DISTANCE OF 250 FEET TO A POINT ON THE NORTHERLY LINE OF A PARCEL OF LAND CONVEYED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE AS DOCUMENT NO. 14592453; THENCE WESTWARDLY ALONG THE NORTHERLY LINE OF THE PARCEL CONVEYED BY SAID DOCUMENT NO. 14592453, A DISTANCE OF 75 FEET TO A POINT ON THE CENTER LINE OF SAID VACATED LOMBARD AVENUE WHICH IS 250 FEET NORTH FROM THE NORTHERLY LINE OF GRAND AVENUE, AS MEASURED ALONG THE CENTER LINE AND SAID CENTER LINE EXTENDED, OF VACATED LOMBARD AVENUE; THENCE NORTH ALONG THE CENTER LINE OF VACATED LOMBARD AVENUE, A DISTANCE OF 143.50 FEET TO AN INTERSECTION WITH THE WESTWARD EXTENSION OF A LINE WHICH IS 98.58 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF LOTS 23 TO 29, BOTH INCLUSIVE, IN BLOCK 12 IN SAID WEEKS' SUBDIVISION OF PART OF RIVER PARK; THENCE EAST ALONG SAID WESTWARD EXTENSION, AND ALONG SAID PARALLEL LINE A DISTANCE OF 49.64 FEET, TO A POINT WHICH IS 258.36 FEET, MEASURED ALONG SAID PARALLEL LINE, WEST FROM THE EAST LINE OF LOT 33, IN BLOCK "A" OF BLOCK 12, IN WEEKS' AND OTHERS' RESUBDIVISION OF PART OF SAID BLOCK 12 (ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED IN SAID RECORDER'S OFFICE AS DOCUMENT NO. 1498262); THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST WITH A RADIUS OF 400.69 FEET, AND HAVING AS ITS EASTERLY TERMINUS, A POINT ON THE EAST LINE OF SAID LOT 33 EXTENDED SOUTH WHICH IS 212.56 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 33, A DISTANCE OF 220.99 FEET TO ITS INTERSECTION WITH A LINE 240.32 FEET EAST FROM AND PARALLEL WITH THE CENTER LINE OF SAID VACATED LOMBARD AVENUE; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 101.21 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 7.00 FEET TO THE INTERSECTION WITH A FEET TO THE INTERSECTION WITH A LINE 247.32 FEET EAST AND PARALLEL WITH THE CENTER LINE OF SAID VACATED LOMBARD AVENUE; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 211.15 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF LOTS 1 TO 6 AND 9 TO 11 BOTH INCLUSIVE IN BLOCK 13, ALL

IN WEEKS' SUBDIVISION OF PART OF RIVER PARK, IN THE NORTH FRACTIONAL 1/2 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (ACCORDING TO THE PLAT OF SAID WEEKS' SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 1211288), TOGETHER WITH A PART OF THE VACATED ALLEYS LYING BETWEEN AND ADJOINING SAID LOTS OR PARTS OF LOTS IN SAID BLOCK 13, AND PARTS OF VACATED LOMBARD AVENUE AND VACATED CHERRY AVENUE, LYING BETWEEN AND ADJOINING THE LOTS IN SAID BLOCKS, SAID TRACT OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF THE EAST HALF OF THE NORWEST QUARTER OF SAID SECTION 27 WITH A LINE 247.32 FEET EAST FROM AND PARALLEL WITH THE CENTER LINE OF SAID VACATED LOMBARD AVENUE; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 85.26 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 7.00 FEET TO THE INTERSECTION WITH A FEET TO THE INTERSECTION WITH A LINE 240.32 FEET EAST AND PARALLEL WITH THE CENTER LINE OF SAID VACATED LOMBARD AVENUE; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 101.21 FEET TO A POINT ON CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST WITH A RADIUS OF 400.69 FEET, AND HAVING AS ITS EASTERLY TERMINUS, A POINT ON THE EAST LINE OF LOT 33 IN WEEK'S AND OTHERS RESUBDIVISION RECORDED JULY 3, 1891 AS DOCUMENT NUMBER 1498262, EXTENDED SOUTH WHICH IS 212.56 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 33, TO ITS INTERSECTION WITH A NORTH LINE OF VACATED CHERRY AVENUE, SAID POINT BEING 79.21 FEET EAST OF THE CENTER LINE OF SAID VACATED LOMBARD AVENUE; THENCE WEST ALONG SAID NORTH LINE AND ITS WESTERLY EXTENSION, A DISTANCE OF 79.21 FEET TO THE CENTER LINE OF SAID VACATED LOMBARD AVENUE; THENCE SOUTH ALONG SAID CENTER LINE, A DISTANCE OF 117.08 FEET TO A LINE PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF GRAND AVENUE, ALSO BEING A NORTHERLY LINE OF A PARCEL OF LAND CONVEYED BY DOCUMENT 14592453; THENCE EASTERLY, ALONG SAID PARALLEL LINE, A DISTANCE OF 88 FEET TO A LINE PARALLEL TO THE CENTER LINE OF SAID VACATED LOMBARD AVENUE; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 75.00 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 99.81 FEET, TO A POINT ON A LINE 56.37 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 40.35 FEET; THENCE SOUTH A DISTANCE OF 56.37 FEET TO SAID SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly Known as: 9350-9362 Grand Avenue, Franklin Park, Illinois

Property Index Numbers (PIN): 12-27-123-083-0000; 12-27-123-106-0000; 12-27-123-144-0000; 12-27-123-154-0000; 12-27-123-156-0000; 12-27-123-158-0000; 12-27-125-157-0000; 12-27-301-004-0000; 12-27-301-012-0000; 12-27-301-013-0000; 12-27-301-015-0000

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

_____

Lippy, LLC

By: _____

Its: _____

Dated: _____

Environmental Operations, Inc.
CLEARING THE WAY

April 28, 2023

Mr. Nicholas Walny
Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131

Subject: Proposal P14288
Phase I Environmental Site Assessment
Small Commercial Building
3212 Mannehim Road
Franklin Park, Illinois 60131

Mr. Walny:

Environmental Operations, Inc. (EOI) is pleased to submit this proposal for a Phase I Environmental Site Assessment at the above referenced property. A detailed scope of work and pricing are provided below.

SCHEDULE

EOI will complete the *Scope of Work* and provide a report in **20 Business Days** based upon the receipt of authorization and the completed information requested in the *User's Questionnaire (Exhibit A).*

Note: The All Appropriate Inquiry regulations (40 CFR Part 312) require that the User's Questionnaire be completed and returned to the Consultant. If this information is not provided, there is a risk of creating a data gap and limiting the findings of this Phase I report.

PRICE

The proposed Scope of Work will be performed for the following price: **$2,750.00.**

The above quoted cost is a firm-fixed price is valid for seven days, and includes all costs associated with completing the above outlined *Scope of Work.*

Regulatory Agency file review – Should a review of regulatory documents or reports of previous environmental investigations or remediation at the subject site and/or adjoining properties supplied by a Federal, State, or Municipal regulatory agency be warranted, eight (8) hours of professional time is included in the above price. Should additional time be required to properly evaluate the appropriate files, this professional labor will be billed at a rate of $95.00 per hour. Electronic copies (pdf) will be transmitted at no cost. Please note that additional hard copy reports will be delivered at the client's request for $50.00 per copy.
Invoices will be sent upon project completion. Payment of 100% of the invoice is due within 10 days. A 1.5% service charge per month (18% per annum) will be charged on all past due accounts and will accrue from the original date of the past due invoice.

SCOPE OF WORK

Environmental Operations, Inc. (EOI) will perform a Phase I Environmental Site Assessment for the above-referenced site in accordance with the American Society for Testing and Materials (ASTM) Standard E1527-21 Environmental Site Assessments for Commercial Real Estate, in compliance with 40 CFR Part 312, Standards and Practices for All Appropriate Inquiries, which shall include:

- Generation and Evaluation of Property History
- Review of existing environmental documentation
- Physical Setting Evaluation
- Government Records Review
- Evaluation of the potential for Vapor Encroachment per ASTM E2600-22
- Interviews with Owners and Occupants
- On-Site Investigation of the Property and Improvements
- Report Generation

LIMITATIONS AND ASSUMPTIONS

The *Scope of Work* outlined above has been designed to identify the presence of hazardous substances. Unless requested by the client or deemed necessary, this investigation will not include additional environmental issues such as formaldehyde gas, archaeological sites, or lead in drinking water issues.

The client recognizes that EOI's failure to detect the presence of hazardous substances at a site does not guarantee that hazardous substances do not exist even though EOI has utilized appropriate and mutually agreed upon sampling techniques and audit procedures. The liability of EOI, its agents performing services under this proposal, including professional services, shall in no event exceed the amount of applicable insurance. A certificate of insurance is attached hereto as *Exhibit B*. EOI shall not be liable for indirect, consequential, or incidental damages.

The report is intended only for the internal use of the client and their authorized representatives, and possession does not imply the right of publication or the use for any other purpose without the written consent of EOI, unless required by law. There will be no other intended beneficiaries other than the client and the party named above. Nothing in this Contract designates EOI as the client's agent for compliance with any law, including any reporting obligations.

* * *

If you have any questions regarding this proposal, please contact me at (314) 480-4675 or by email at julie@environmentalops.com.

Sincerely,
ENVIRONMENTAL OPERATIONS, INC.

Julie Gibbs-Alley

Julie Gibbs-Alley
Program Manager, Due Diligence and Compliance Services

PROPOSAL ACCEPTANCE FORM

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

Accepted By:	Village of Franklin Park	**To:**	_____
Signature:	_____	**Name, Title:**	_____
Name:	_____	**Email:**	_____
Title:	_____	**Phone:**	_____
Date:	_____		
If report is to be relied upon by additional parties, please specify:	_____	**Will U.S. Small Business Administration (SBA) be involved in this transaction?**	☐ Yes ☐ No

User Questionnaire (Exhibit A)

Please provide the following information, if available, before the property visit by Environmental Operations, Inc. This information is required per the *ASTM E 1527-21, X3-User Questionnaire*. If additional pages are necessary, please attach to this form. Failure to provide this information could result in a determination that "All Appropriate Inquiry" is not complete. **Please sign and print your name and the date below. By signing, you state that the information you provided herein is accurate to the best of your knowledge.**

Signature	Date	Print Name

Property Information		
Property Name	Property Identification (e.g., Block & Lot or Parcel ID #)	
Address	City	State & Zip
User Completing Questionnaire		
Name & Title	Company	
Address	City	State & Zip
Phone	Fax	
Cell phone	Email	
Key Site Manager – As identified by User The key site manager should be a person with knowledge of the uses and physical characteristics of the property, such as a property manager, building manager, the chief physical plant supervisor, or maintenance supervisor.		
Name & Title	Company	
Address	City	State & Zip
Phone	Fax	
Cell phone	Email	
Current Property Owner		
Name & Title	Company	
Address	City	State & Zip
Phone	Fax	
Cell phone	Email	

Describe the reason the Phase I Environmental Assessment is being performed. ***(Check one)***

☐ Finance ☐ Refinance ☐ Purchase ☐ Sale ☐ Other (specify)

Known Environmental Concerns		
1. Are you aware of any environmental cleanup liens, deed notices, or restrictions against the property that are filed or recorded under federal, tribal, state, or local law?	Yes ☐	No ☐
2. Are you aware of an Activity and Use Limitations that are in place at the property and/or that have been filed or recorded in a registry under federal, tribal, state, or local law? ***(If yes, check all that apply.)***	Yes ☐	No☐
☐ Engineering Controls ☐ Land Use Restrictions ☐ Institutional Controls ☐ Other (specify)		
3. Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have knowledge of the chemicals and processes used by this type of business? If yes, describe.	Yes ☐	No☐
4. Does this transaction include the purchase of the property?	Yes ☐	No ☐
Does the purchase price reflect a fair market value of the property?	Yes ☐	No ☐
If not, have you (the user) considered whether the lower purchase price is because contamination is known or believed to be present at the property?	Yes ☐	No ☐
5. Are you aware of commonly known or reasonably ascertainable information about the property that could identify releases or treated releases of hazardous materials or petroleum products?	Yes ☐	No ☐
Describe specific chemicals that are present or were once present at the property.	☐Not applicable	
Describe known spills, chemical releases, or environmental cleanups which occurred at the property.	☐Not applicable	
6. As the user, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property? If yes, describe.	Yes ☐	No ☐
7. Are you aware of the following environmental concerns at the property? ***(Check all that apply)***		☐None
☐ Underground storage tanks ☐ Dry cleaners ☐ Asbestos ☐ Other (specify)		

Current and Past Property Use

1. Has the property ever been used for any of the following operations? ***(Check all that apply)*** ☐ None
   ☐ Manufacturing operations ☐ Gasoline service station ☐ Automobile repair ☐ Dry cleaning

2. Describe property use/operations prior to the construction of the buildings currently at the property, if known. Include chemicals previously stored at the property.

3. Provide previous property owners, occupants, and/or operators. Attach pages as necessary.

Company	Owner/ Occupant/ Operator	Dates of occupancy	Operations	Contact name & number

EXISTING DOCUMENTATION

Does the following documentation exist? If yes, please provide copies.

Yes	No	Do not know	
☐	☐	☐	Environmental Site Assessment Reports
☐	☐	☐	Environmental Compliance Audit Reports
☐	☐	☐	Environmental Permits
☐	☐	☐	Underground Storage Tank/Aboveground Storage Tank registrations
☐	☐	☐	Underground injection permits
☐	☐	☐	Material Safety Data Sheets (MSDSs)
☐	☐	☐	Hazardous waste generator notices
☐	☐	☐	Geotechnical studies
☐	☐	☐	Risk Assessments
☐	☐	☐	Community Right-to-know plan
☐	☐	☐	Safety Plans
☐	☐	☐	Spill Prevention Control and Countermeasures (SPCC) Plans
☐	☐	☐	Emergency preparedness & prevention plans
☐	☐	☐	Hydrogeologic reports
☐	☐	☐	Government correspondence & violations
☐	☐	☐	Recorded Activity and Use Limitations (AULs)
☐	☐	☐	Environmental Liens
☐	☐	☐	Other

VILLAGE OF FRANKLIN PARK
2023 SEWER LINING PROGRAM
Contractor's Bid Tabulation - April 27, 2023

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	NATIONAL POWER ROD.		HOERR CONST.		BENCHMARK CONST.		INSITUFORM		VISU SEWER		INLINER		ENGINEERS ESTIMATE	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilizaion	L SUM	1	$ 25,000.00	$ 25,000.00	$ 19,550.00	$ 19,550.00	$ 26,575.00	$ 26,575.00	$ 7,500.00	$ 7,500.00	$ 6,000.00	$ 6,000.00	$ 7,650.00	$ 7,650.00	$ 10,000.00	$ 10,000.00
2	Traffic Control and Protection	L SUM	1	$ 15,000.00	$ 15,000.00	$ 1,000.00	$ 1,000.00	$ 17,000.00	$ 17,000.00	$ 4,000.00	$ 4,000.00	$ 7,700.00	$ 7,700.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
3	Cut Protruding Taps	EACH	68	$ 50.00	$ 3,400.00	$ 350.00	$ 23,800.00	$ 500.00	$ 34,000.00	$ 250.00	$ 17,000.00	$ 175.00	$ 11,900.00	$ 400.00	$ 27,200.00	$ 300.00	$ 20,400.00
4	Remove Roots and Mineral Deposits	HOUR	20	$ 150.00	$ 3,000.00	$ 620.00	$ 12,400.00	$ 500.00	$ 10,000.00	$ 780.00	$ 15,600.00	$ 485.00	$ 9,700.00	$ 625.00	$ 12,500.00	$ 475.00	$ 9,500.00
5	Sewer Lining, 8 inch dia.	FOOT	337	$ 35.00	$ 11,795.00	$ 43.00	$ 14,491.00	$ 40.00	$ 13,480.00	$ 38.60	$ 13,008.20	$ 54.00	$ 18,198.00	$ 64.00	$ 21,568.00	$ 32.00	$ 10,784.00
6	Sewer Lining, 10 inch dia.	FOOT	159	$ 35.00	$ 5,565.00	$ 78.00	$ 12,402.00	$ 45.00	$ 7,155.00	$ 73.60	$ 11,702.40	$ 62.25	$ 9,897.75	$ 71.00	$ 11,289.00	$ 35.00	$ 5,565.00
7	Sewer Lining, 12 inch dia.	FOOT	6,779	$ 35.00	$ 237,265.00	$ 46.00	$ 311,834.00	$ 45.00	$ 305,055.00	$ 49.30	$ 334,204.70	$ 50.75	$ 344,034.25	$ 63.00	$ 427,077.00	$ 37.50	$ 254,212.50
8	Sewer Lining, 15 inch dia.	FOOT	2,181	$ 49.18	$ 107,261.58	$ 57.00	$ 124,317.00	$ 65.00	$ 141,765.00	$ 67.00	$ 146,127.00	$ 71.75	$ 156,466.75	$ 85.00	$ 185,385.00	$ 63.00	$ 137,403.00
9	Sewer Lining, 18 inch dia.	FOOT	586	$ 78.00	$ 45,708.00	$ 90.00	$ 52,740.00	$ 95.00	$ 55,670.00	$ 140.10	$ 82,098.60	$ 143.00	$ 83,798.00	$ 143.00	$ 83,798.00	$ 68.00	$ 39,848.00
10	Sewer Lining, 21 inch dia.	FOOT	1,340	$ 112.00	$ 150,080.00	$ 80.00	$ 107,200.00	$ 90.00	$ 120,600.00	$ 117.40	$ 157,316.00	$ 121.50	$ 162,810.00	$ 106.00	$ 142,040.00	$ 80.00	$ 107,200.00
11	Sewer Lining, 27 inch dia.	FOOT	54	$ 561.00	$ 30,294.00	$ 280.00	$ 15,120.00	$ 250.00	$ 13,500.00	$ 452.60	$ 24,440.40	$ 790.00	$ 42,660.00	$ 416.00	$ 22,464.00	$ 100.00	$ 5,400.00
12	Reinstate Service Lateral	EACH	156	$ 200.00	$ 31,200.00	$ 100.00	$ 15,600.00	$ 200.00	$ 31,200.00	$ 140.00	$ 21,840.00	$ 200.00	$ 31,200.00	$ 250.00	$ 39,000.00	$ 100.00	$ 15,600.00
13	Heavy Cleaning	HOUR	20	$ 275.00	$ 5,500.00	$ 560.00	$ 11,200.00	$ 250.00	$ 5,000.00	$ 780.00	$ 15,600.00	$ 485.00	$ 9,700.00	$ 625.00	$ 12,500.00	$ 500.00	$ 10,000.00
14	Debris Disposal	TON	20	$ 100.00	$ 2,000.00	$ 100.00	$ 2,000.00	$ 100.00	$ 2,000.00	$ 125.00	$ 2,500.00	$ 150.00	$ 3,000.00	$ 80.00	$ 1,600.00	$ 175.00	$ 3,500.00
15	Railroad Permitting Allowance	L SUM	1	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
	TOTAL:			$	698,068.58	$	748,654.00	$	808,000.00	$	877,937.30	$	922,084.75	$	1,024,071.00	$	659,412.50
	TOTAL BID PROPOSAL:			$	698,068.58	$	748,654.00	$	808,000.00	$	877,937.30	$	922,084.75	$	1,024,071.00		
	TOTAL BID READ AT BID OPENING:			$	698,068.58	$	748,654.00	$	808,000.00	$	877,937.30	$	922,084.75	$	1,024,071.00		
	DIFFERENCE:			$	-	$	-	$	-	$	-	$	-	$	-		

McConnell Jones

May 10, 2023

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, 2022.

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, 2022, 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 Special Revenue Fund
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 2022 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.

McConnell Jones

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; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance. 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.

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 or on major programs. 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. We will include such matters in the reports required for a Single Audit. 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. For example, such transmissions might include, but not be limited to [identify examples]. 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:

- 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*, and the Uniform Guidance.

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, 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.

- 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) additional information that we may request for the purpose of the audit; and (3) 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.

- 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 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.

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.

McConnell Jones

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 May 2023 and issue all our reports by August 15, 2023, 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:

Audit Phase	Audit Timelines	
	From	To
Preliminary Phase	5/15/2023	5/19/2023
Planning Phase	5/22/2023	5/26/2023
Fieldwork Phase	5/30/2023	7/31/2023
Wrap-up Phase	8/01/2023	8/04/2023
Reporting Phase	8/07/2023	8/15/2023

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 $88,000.

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.

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. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will also complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, SEFA, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine (9) months after the end of the audit period unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

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.

McConnell Jones

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 June 18, 2021 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 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: _____

McConnell Jones

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.

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 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

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.

McConnell Jones

May 10, 2023

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, 2023.

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, 2023, 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 Special Revenue Fund
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.

Single Audit in accordance with the Uniform Guidance

We will audit the Village's federal awards as of and for the year ended April 30, 2023.

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

We will also audit the 2023 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*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

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; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance. 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.

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 or on major programs. 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. We will include such matters in the reports required for a Single Audit. 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, a determination of major program(s) in accordance with Uniform Guidance, 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. For example, such transmissions might include, but not be limited to [identify examples]. 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:

- 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*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to

each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

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*, and the Uniform Guidance.

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*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

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, SEFA, 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.

- Making drafts of the financial statements, SEFA, 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 identify the source and application of funds for federally funded activities and perform an audit under the Uniform Guidance; (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. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review before we start our audit fieldwork.

- Identifying, in its accounts, all federal awards received and expended during the period as well as the federal programs under which they were received and for understanding and complying with the compliance requirements and for the preparation of the SEFA (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the SEFA in any document that contains, and indicates that we have reported on, the SEFA. As applicable, management agrees to include the audited financial statements with any presentation of the SEFA that includes our report thereon or make the audited financial statements readily available to intended users of the SEFA no later than the date the SEFA is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the SEFA in accordance with the Uniform Guidance; (2) you believe the SEFA, including its form and content, is stated fairly in accordance with the Uniform Guidance; (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 such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SEFA.

- 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 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, SEFA, 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, the SEFA, 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, the SEFA, 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, SEFA, federal award programs, 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.

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, schedule of expenditures of federal awards (SEFA), and related notes in conformity with U.S. GAAP and the Uniform Guidance, as applicable, 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, SEFA, 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.

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ENGAGEMENT, ADMINISTRATION, FEES AND OTHER

We expect to begin our audit activities in September 2023 and issue all our reports by November 30, 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:

Audit Phase	Audit Timelines	
	From	To
Preliminary Phase	9/5/2023	9/8/2023
Planning Phase	9/11/2023	9/15/2023
Fieldwork Phase	9/18/2023	11/10/2023
Wrap-up Phase	11/13/2023	11/24/2023
Reporting Phase	11/27/2023	11/30/2023

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 $98,000.

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.

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. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will also complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, SEFA, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package

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must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine (9) months after the end of the audit period unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

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 June 18, 2021 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 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: _____

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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.

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 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

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.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2021-G-47

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN MUNICIPAL MANAGEMENT SERVICES INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS FOR POLICE DEPARTMENT RECORDS DIVISION STAFF

BARRETT F. PEDERSEN, Village President
ROBERTA JOHNSON, 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 12/21/20
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2021-G-47

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN MUNICIPAL MANAGEMENT SERVICES INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS FOR POLICE DEPARTMENT RECORDS DIVISION STAFF

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

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

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

Section 2. The Professional Services Agreement by and between Municipal Management Services and the Village of Franklin Park for Police Department Records Division Staff (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 this Village Board, with such necessary substantive changes as may be authorized by the Director of Police or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of the Village of any and all changes or revisions therein contained.

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

Section 4. The officials, officers, employees, 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 5. The Village Comptroller and Village Treasurer are hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the Village as contained in the Agreement to complete satisfaction of any provision, term or condition stated therein.

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

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

Section 8. This Ordinance shall be in full force and effect immediately upon its passage and approval to ensure that police services are maintained and the health, safety, and welfare of the residents of the Village is duly protected.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this 21st day of December 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA	X				
HAGERSTROM	X				
JOHNSON	X				
RUHL	X				
SPECIAL	X				
YBARRA	X				
PRESIDENT PEDERSEN					
TOTAL	6				

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this 21st day of December 2020.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

ROBERTA JOHNSON
VILLAGE CLERK

Exhibit A

Agreement