

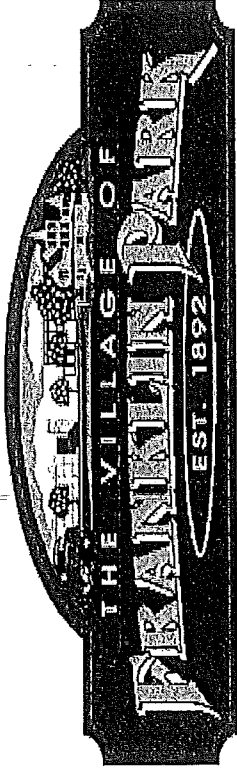
**VILLAGE OF FRANKLIN PARK  
VOUCHER AND PAYMENT SUMMARY  
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF  
07/18/11**

	<b>06/17/11</b>	<b>7/1/2011</b>
<b>Payroll Ending</b>		
Village Portion of Social Security	7,969.84	8,533.73
Village Portion of Medicare	4,619.07	4,810.67
Prior Month Village Portion of IMRF	24,522.97	
Gross Payroll	392,809.25	409,787.40
Special Payrolls		
<b>Total Payroll Expense</b>	<b>\$ 429,921.13</b>	<b>423,131.80</b>
<b>Garra Expense</b>	<b>\$0.00</b>	
<b>Manual Checks &amp; Wires</b>		
Manual Checks	83,349.89	
PANAMERICAN BANK(Interest Principle Paydown )	30,911.78	
<b>Total Manual Checks &amp; Wires</b>	<b>\$ 114,261.67</b>	
<b>ACH Debits</b>		
Health Insurance Premium	\$175,891.50	
Other		
<b>Total ACH Debits</b>	<b>\$175,891.50</b>	
<b>Total Voucher</b>	<b>\$1,018,541.50</b>	
<b>Grand Total Payments</b>	<b>\$ 2,161,747.60</b>	

# Accounts Payable Computer Check Proof List

User: CPerez

Printed: 07/12/2011 - 11:43 AM



Invoice No.	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3443	1st AYD Corporation				ACH Enabled: No
474487	SHOP SUPPLYS	407.35	07/22/2011	08-01-89115	Check Sequence: 1
481537	DRUM DOLLY	424.92	07/22/2011	10-90-62680	
481539	MC6166BLAD 32 1/2 X 28 1/2 66"	504.90	07/22/2011	10-90-62680	
484614	STATION SUPPLIES	459.19	07/22/2011	10-30-62030	
485369-1	PAPER TOWELS	190.29	07/22/2011	10-90-62680	
485369-2	CAN LINERS	720.90	07/22/2011	09-01-64000	
485385	OIL DRUM RACKS FOR FLEET GARAGE	553.72	07/22/2011	08-01-89110	
487131	SHOP SUPPLYS	448.87	07/22/2011	08-01-89115	
	Check Total:	3,710.14			
Vendor: 1259	Ace Hardware				ACH Enabled: No
037148/1	STATION #2 SUPPLIES (GLUE AND PAINT)	9.98	07/22/2011	10-30-62050	Check Sequence: 2
037264/1	STATION #2 SUPPLIES (PARTS)	30.99	07/22/2011	10-30-62050	
037674/1	OIL AND BROOM	19.68	07/22/2011	10-30-62040	
037773/1	ANT TRAPS	7.48	07/22/2011	10-30-62040	
037828/1	STATION #3 SUPPLIES	15.49	07/22/2011	10-30-62060	
037922/1	STATION #2 SUPPLIES (SPRAYER)	28.55	07/22/2011	10-30-62050	
	Check Total:	112.17			
Vendor: 1260	Ace Hardware				ACH Enabled: No
036685/1	NEWS AGENCY	28.67	07/22/2011	10-61-69561	Check Sequence: 3
036870-1	STAPLES, CORD, GASKET CAP	16.94	07/22/2011	10-61-69561	
037090/1	ROPE	15.99	07/22/2011	10-61-69561	
037130/1	TAPE GUN, ROLLERS, TAPE, PAINT AND BRUSH	81.17	07/22/2011	10-61-69561	
037207/1	TAPE, NOZZLE GUN	57.40	07/22/2011	10-61-69561	
037262/1	DRUMLINERS	24.99	07/22/2011	10-90-62600	
037327/1	SAFETY GLASSES, GAS CAN	87.96	07/22/2011	34-01-62070	
037481/1	CLEANING SUPPLIES	33.94	07/22/2011	10-90-62680	
037854/1	SQUEEGEES AND HANDLES	101.73	07/22/2011	34-01-62900	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	448.79			
Vendor:1262 033452/1 033625/1	Ace Hardware REPAIR KIT F/CHICAGO FILL RADIATOR HEATER AND QUARTZ TOWER Check Total:	12.98 129.99 142.97	07/22/2011 07/22/2011	Check Sequence: 4 10-13-52200 10-13-52600	ACH Enabled: No
Vendor:1263 036926/1 037057/1	Ace Hardware RUG DOCTOR RENTAL TONY PALIGA SWITCH COMBO AND DUPLEX WALPLT- TONY Check Total:	80.97 9.98 90.95	07/22/2011 07/22/2011	Check Sequence: 5 10-13-52200 10-13-52200	ACH Enabled: No
Vendor:3364 1245111-1-2009	ADP Screening & Selection MONTHLY SCREENING SERVICES JUNE 2011 Check Total:	24.48 24.48	07/22/2011	Check Sequence: 6 10-60-59000	ACH Enabled: No
Vendor:3050 74203	Air One Equipment, Inc. BREATHING AIR QUALITY TEST Check Total:	574.75 574.75	07/22/2011	Check Sequence: 7 10-30-59000	ACH Enabled: No
Vendor:3576 105284712	AIRGAS NORTH CENTRAL HAZARDOUS MATERIALS AND OXYGEN Check Total:	16.46 16.46	07/22/2011	Check Sequence: 8 10-30-62090	ACH Enabled: No
Vendor:0149 504593 506113 506160	Al Piemonte Ford Sales, Inc. WIPER MOTORS FOR #873 AND 877 RELAYS FOR STREET TRUCKS RELAYS FOR FORD TRUCKS Check Total:	335.78 45.18 67.77 448.73	07/22/2011 07/22/2011 07/22/2011	Check Sequence: 9 08-01-50020 08-01-50090 08-01-50090	ACH Enabled: No
Vendor:3495 76546	Alexander Equipment Company KNIFE, AIR FILTERS Check Total:	405.70 405.70	07/22/2011	Check Sequence: 10 34-01-62880	ACH Enabled: No
Vendor:2605 06302011	ALFRED G. RONAN, LTD. INVOICE FOR PROFESSIONAL SERVICES JUNE11 Check Total:	3,500.00 3,500.00	07/22/2011	Check Sequence: 11 10-12-67560	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	47.98			
Vendor:2615 7469	AWESOME PEST SERVICE INC. EXTERMINATING SERVICES JUNE 2011 Check Total:	510.00 510.00	07/22/2011	Check Sequence: 20 10-60-62460	ACH Enabled: No
Vendor:0469 34508	B. HANEY & SONS TRIM AND REMOVE TREES, VARIOUS LOCATIONS Check Total:	305.70 4,305.70	07/22/2011	Check Sequence: 21 10-90-62600	ACH Enabled: No
Vendor:2763 0155871 0157377	BAXTER & WOODMAN WATER SYSTEM ENERGY AUDIT RUBY ST TRAFFIC SIGNAL/RR SIGNAL Check Total:	3,100.75 2,025.00 5,125.75	07/22/2011 07/22/2011	Check Sequence: 22 34-01-82800 10-90-82800	ACH Enabled: No
Vendor:0925 106273 106274 106275 106276 106293 106294	Bellwood Electric Motors, Inc. REMOVE PUMP AT SCOTT ST PUMP AND LABOR REMOVE AND INSTALL NEW MOTOR JACK B WILLIAMS STATION 17TH AVE LIFT STATION Check Total:	2,600.00 8,100.00 2,800.00 2,350.00 650.00 1,390.00 17,890.00	07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011	Check Sequence: 23 35-01-63070 35-01-63070 35-01-63070 35-01-63070 35-01-50940 35-01-50940	ACH Enabled: No
Vendor:1009 59010	Bittner's Spray Equipment REPAIR OF PAINT SPRAYER Check Total:	273.60 273.60	07/22/2011	Check Sequence: 24 10-90-62780	ACH Enabled: No
Vendor:3331 11BP0544	Brian Browder PARTIAL REFUND FOR DUMPSTER PERMIT Check Total:	15.00 15.00	07/22/2011	Check Sequence: 25 10-13-71000	ACH Enabled: No
Vendor:5299 0057206-IN1 0057206-IN2 0057206-IN3 0058017-IN	CANNON COCHRAN MANAGEMENT SVC. MINIMUM ANNUAL CLAIMS FEE ANNUAL ADMINISTRATION FEE SYSTEM ICE ACCESS FEE 2 USERS 500 YR CLAIMS TRUE FEE FOR FY 10 AND FY 11 Check Total:	5,000.00 500.00 1,000.00 2,475.00 8,975.00	07/22/2011 07/22/2011 07/22/2011 07/22/2011	Check Sequence: 26 10-32-62190 10-32-62190 10-32-62190 10-32-62190	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1771 2493-00082A 2493-00082B	CAPITAL ONE PUBLIC VEHICLE LEASE 2010-0701 PYMT DUE 722201 VEHICLE LEASE 2010-0701 PYMT DUE 7222 Check Total:	10,090.00 30,040.52 40,130.52	07/22/2011 07/22/2011	Check Sequence: 27 10-20-80350 10-30-80305	ACH Enabled: No
Vendor:3236 2046-114757 2046-115088 2046-115100 2046-115597 2046-115598 2046-115874 2046-115907 2046-115918 2046-116011 2046-116017 2046-116022	CARQUEST ATTN: LARRY 40LB CLAY PRODUCT CQ BATTERIES FOR #234 STARTER SOLENOID FOR #203 SWAY BAR LINKS FOR #216 DRAIN PLUG FOR #216 CREDIT FROM RETURNED PUMPS BRAKE ROTOR AND PAD FOR 890 BRAKE HARDWARE KIT FOR 890 BRAKE ROTOR AND PAD FOR 889 A/C REPAIR KIT ROTOR FOR 889 Check Total:	74.90 222.58 18.99 127.58 3.49 -143.96 105.85 14.54 210.71 490.00 45.50 1,170.18	07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011	Check Sequence: 28 08-01-50030 08-01-50034 08-01-50090 08-01-50035 08-01-50035 08-01-50020 08-01-50020 08-01-50020 08-01-89115 08-01-50020	ACH Enabled: No
Vendor:1895 XPW9378 XQH5471	CDW Government, Inc. CAR CAMERA SYSTEM- HP ACCESS POINTS HP ACCESS POINT CONTROLLER- CAR CAMERA Check Total:	1,650.72 904.26 2,554.98	07/22/2011 07/22/2011	Check Sequence: 29 10-20-80800 10-20-80800	ACH Enabled: No
Vendor:3790 06132011	Center At North Park ROOM RENTAL FEE FOR VILLAGE HALL MEETING Check Total:	150.00 150.00	07/22/2011	Check Sequence: 30 10-01-59000	ACH Enabled: No
Vendor:0549 377297	Certified Laboratories SAFETY GLASSES/ OZIUM Check Total:	167.74 167.74	07/22/2011	Check Sequence: 31 08-01-89115	ACH Enabled: No
Vendor:2929 000025985001/6	CHICAGO TRIBUNE SUBSCRIPTIONS/PERIODICALS Check Total:	61.75 61.75	07/22/2011	Check Sequence: 32 10-01-51700	ACH Enabled: No
Vendor:0042 0343706184 0343716047	CINTAS FIRST AID & SAFETY FIRST AID CABINET SUPPLYS SUPPLYS FOR FIRST AID CABINET	22.76 30.16	07/22/2011 07/22/2011	Check Sequence: 33 08-01-89115 08-01-89115	ACH Enabled: No

Invoice.No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	52.92			
Vendor:0185	City of Chicago			Check Sequence: 34	ACH Enabled: No
JUL-2011	CHICAGO WATER-430875	108,420.00	07/22/2011	34-01-62840	
JUL-430874 2011	chicago WATER- 430874	104,490.00	07/22/2011	34-01-62840	
	Check Total:	212,910.00			
Vendor:1420	CLARK DIETZ, INC.			Check Sequence: 35	ACH Enabled: No
1	CERRY AND BIRCH	6,750.77	07/22/2011	10-90-82800	
408538	REEVES AND PEARL DESIGN	8,165.00	07/22/2011	10-90-82800	
408539	ELDER, HAWTHORNE, ANDEMERSONCONSTRUC	9,361.34	07/22/2011	10-90-82800	
408689	ELDER HTHORNE,EMERSON CONST 4/30-5/27 11	796.88	07/22/2011	10-90-82800	
408692-1	WATER DEPARTMENT MAPPING	2,189.37	07/22/2011	34-01-62870	
408692-2	SEWER DEPARTMENT MAPPING	1,855.40	07/22/2011	35-01-62870	
408692-3	WATER DEPARTMENT ENGINEERING	1,855.39	07/22/2011	34-01-82800	
408692-4	SEWER DEPARTMENT ENGINEERING	1,593.75	07/22/2011	35-01-82800	
408692-5	COMMUNITY DEVELOPMENT SUPPORT	1,188.00	07/22/2011	10-12-82800	
408693-1	VILLAGE STAFF ENGINEERING 4/30-5/27	4,413.20	07/22/2011	10-90-82800	
408693-2	VILLAGE STAFF ENGINEERING WATER DPT	4,377.20	07/22/2011	34-01-82800	
408693-3	VILLAGE STAFF ENGINEERING SEWER	594.60	07/22/2011	35-01-82800	
408693-4	VILLAGE STAFF ENGINEERING COMM DVLPMNTL	54,777.86	07/22/2011	10-12-82800	
	Check Total:				
Vendor:5600	CLASSIC PARTY RENTALS			Check Sequence: 36	ACH Enabled: No
280510	EQUIPMENT (BUILDINGS/TABLES/CHAIRS)	13,011.38	07/22/2011	10-61-69561	
280511	TICKET BOOTH WITH DELIVERY	462.50	07/22/2011	10-61-69561	
	Check Total:	13,473.88			
Vendor:3644	COMCAST CABLE			Check Sequence: 37	ACH Enabled: No
JUNE 2011	MAY BILL	2.10	07/22/2011	10-20-59000	
	Check Total:	2.10			
Vendor:5257	COMED			Check Sequence: 38	ACH Enabled: No
0110107036/5	ELECTRICITY-0110107036	39.32	07/22/2011	35-01-62800	
0110107036/711	ELECTRICITY- 0110107036	46.24	07/22/2011	35-01-62800	
1862148017/6211	ELECTRICITY-1862148017 JUNE 21 2011	428.99	07/22/2011	35-01-62800	
3195005070/611	ELECTRICITY E-3195005070	68.49	07/22/2011	10-50-62330	
3291125046/611	ELECTRICITY-3291125046	168.67	07/22/2011	34-01-62800	
3893073029/711	ELECTRICITY- 3893073029	17.94	07/22/2011	10-50-62330	
5228412016/611	ELECTRICITY-5228412016	292.81	07/22/2011	10-50-62330	
5228429011/5	ELECTRICITY- 4/18-5/17 2011	0.27	07/22/2011	34-01-62800	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
5228689026/5	ELECTRICITY-5228689026	259.38	07/22/2011	35-01-62800	
5228689026/611	ELECTRICITY E-5228689026	283.61	07/22/2011	35-01-62800	
5396076006/711	ELECTRICITY- 5396076006	181.11	07/22/2011	10-50-62330	
5396076006/7171	ELECTRICITY- 5396076006	255.42	07/22/2011	10-50-62330	
5732152069/5	ELECTRICITY-5732152069	156.11	07/22/2011	10-50-62330	
5732152069/711	ELECTRICITY- 5732152069	73.64	07/22/2011	10-50-62330	
5903506002/711	ELECTRICITY- 5903506002	140.07	07/22/2011	10-50-62330	
	Check Total:	2,412.07			
Vendor:5294	COMED			Check Sequence: 39	ACH Enabled: No
2559084054/5	ELECTRICITY 129 W. MANOR AVE 4-6-6-32011	1,048.28	07/22/2011	35-01-62800	
	Check Total:	1,048.28			
Vendor:0521	COMMERICAL TIRE COMPANY			Check Sequence: 40	ACH Enabled: No
1110001483	FLAT REPAIR	45.00	07/22/2011	10-90-50110	
	Check Total:	45.00			
Vendor:1334	COMPETITIVE CONCRETE			Check Sequence: 41	ACH Enabled: No
11357	3309 MANNHEIM ROAD- SAWING	550.00	07/22/2011	35-01-63070	
	Check Total:	550.00			
Vendor:4569	COMPLETE MAILING SERVICE			Check Sequence: 42	ACH Enabled: No
22358	BULK MAILING	277.29	07/22/2011	34-01-51500	
	Check Total:	277.29			
Vendor:1337	Corporate Business Cards, Ltd			Check Sequence: 43	ACH Enabled: No
143421	REGULAR ENVELOPE STOCK	1,000.00	07/22/2011	10-01-51600	
144040-A	CPRT BUSINESS CARDS BARRETT PEDERSEN	34.50	07/22/2011	10-01-59000	
144040-B	CORPORATE BUSINESS CARDS JEFFERY EDER	29.00	07/22/2011	10-13-59000	
	Check Total:	1,063.50			
Vendor:2564	CQ CHICAGO FRANLIN PARK			Check Sequence: 44	ACH Enabled: No
2046-114587	LIFT SUPPORTS FOR COMPRESSOR #2	126.91	07/22/2011	08-01-50090	
2046-114665	A/C COMPRESSOR FOR #484	207.77	07/22/2011	08-01-50030	
2046-114673	HD HOURMETER DEFECTIVE RETURN	-52.87	07/22/2011	08-01-50020	
2046-114695	P/S PUMP FOR #885	121.39	07/22/2011	08-01-50020	
2046-114756	TENSIONER FOR #885	56.28	07/22/2011	08-01-50020	
2046-114764	TENSIONER FOR #484	39.98	07/22/2011	08-01-50030	
2046-114792	AIR FILTER FOR #896	11.09	07/22/2011	08-01-50020	
2046-114805	BRAKE ROTORS AND PADS FOR #896	237.91	07/22/2011	08-01-50020	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2046-114846	TAIL LAMP FOR #229	103.72	07/22/2011	08-01-50090	
2046-114867	BRAKE ROTORS FOR #896	75.24	07/22/2011	08-01-50020	
2046-115006	BRAKE ROTORS PADS BEARINGS FOR #62	110.78	07/22/2011	08-01-50034	
2046-115141	HEADLAMP BULB FOR #876	11.54	07/22/2011	08-01-50020	
2046-115142	MISC. LIGHT BULBS FOR STATION #2	60.93	07/22/2011	08-01-50030	
2046-115203	FUEL PUMP FOR #801A	111.33	07/22/2011	08-01-50013	
2046-115213	FUEL SPENDING UNIT FOR #801 A	140.00	07/22/2011	08-01-50013	
2046-115234	WASHER SOLVENT	21.60	07/22/2011	08-01-89115	
2046-115522	FRONT HUBS FOR #894	228.78	07/22/2011	08-01-50020	
2046-115738	INCANDESCENT SEALED BEAM/CAPSULE 878 890	23.30	07/22/2011	08-01-50020	
2046-115803	FLASHER RELAYS FOR FORD TRUCKS	51.84	07/22/2011	08-01-50090	
2046-115807	COIL FOR #871	42.98	07/22/2011	08-01-50020	
2046-115809	MUFFLER FOR #205	232.61	07/22/2011	08-01-50090	
2046-115837	AIR AND FUEL FILTERS FOR #871	38.34	07/22/2011	08-01-50020	
2046-115853	MUFFLER HANGER FOR #205	21.26	07/22/2011	08-01-50090	
	Check Total:	2,022.71			
Vendor:1464	D & P CONSTRUCTION			Check Sequence: 45	ACH Enabled: No
0000105286	30 YARD EXCHANGE	300.00	07/22/2011	09-01-64000	
0000105684	30 YARD EXCHANGE	300.00	07/22/2011	09-01-64000	
0000106014	30 YARD EXCHANGES	600.00	07/22/2011	09-01-64000	
0000106348	30 YARD EXCHANGES	600.00	07/22/2011	09-01-64000	
089393	STREET SWEEPINGS	712.00	07/22/2011	09-01-64000	
089422	STREET SWEEPINGS	712.00	07/22/2011	09-01-64000	
089425	CREEK PROJECT	10,100.00	07/22/2011	35-01-63070	
	Check Total:	13,324.00			
Vendor:2122	Diamond Speed Products			Check Sequence: 46	ACH Enabled: No
24017	BLADES	831.11	07/22/2011	35-01-63070	
	Check Total:	831.11			
Vendor:5503	DISCOVERY BENEFITS			Check Sequence: 47	ACH Enabled: No
0000224346	1/2011 DEBIT CARD FEE	269.00	07/22/2011	10-01-40999	
0000254207	MONTHLY PARTICIPANT AND DEBIT CARD FEE	611249.00	07/22/2011	10-01-40999	
	Check Total:	518.00			
Vendor:1668	Dupage Topsoil Inc			Check Sequence: 48	ACH Enabled: No
033226	TOPSOIL	590.00	07/22/2011	10-90-62670	
	Check Total:	590.00			



Invoice No.	Description	Amount	Payment Date	Acct Number	Reference
Vendor:8255 0045029	EJ EQUIPMENT FLOAT ARM FOR #211 Check Total:	193.25 193.25	07/22/2011	Check Sequence: 49 08-01-50035	ACH Enabled: No
Vendor:3829 8855 8860 8861	ELECTRICAL SYSTEMS, INC. RESET PLC AT MAIN PUMP HOUSE ANALOG CARDS FOR MAIN STATION ANALOG CARDS FOR KING ST Check Total:	596.97 2,217.12 1,116.57 3,930.66	07/22/2011 07/22/2011 07/22/2011 07/22/2011	Check Sequence: 50 34-01-50940 34-01-50940 34-01-50940	ACH Enabled: No
Vendor:3278 31575	Elevator Inspection Svc. Co. INSPECTION FEE 10800 BELMONT KTR IND. Check Total:	32.00 32.00	07/22/2011	Check Sequence: 51 10-13-60550	ACH Enabled: No
Vendor:1533 1033	ENERGY VETERANS INC ENERGY AUDIT SERVICES Check Total:	3,420.00 3,420.00	07/22/2011	Check Sequence: 52 10-12-54000	ACH Enabled: No
Vendor:5609 100441200190 100441200200 100441700190 100441700200 100441800190 100441800200 100587800190 100587800200 100588000190 100588000200 200899900020 200900000020	EXELON ENERGY ELECTRICITY-EE1004412 ELECTRICITY-1004412 ELECTRICITY-EE1004417 ELECTRICITY-1004417 ELECTRICITY-EE1004418 ELECTRICITY-1004418 ELECTRICITY-EE1005878 ELECTRICITY-EE1005878 ELECTRICITY-EE1005880 ELECTRICITY-1005880 3010 MANNHEIM ELECTRICITY-EE2008999 ELECTRICITY-2009000 Check Total:	151.19 96.87 73.25 102.22 7,319.13 7,350.83 3,259.47 7,552.21 106.34 1.02 24,081.23 489.10 50,582.86	07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011	Check Sequence: 53 34-01-62800 34-01-62800 35-01-62800 35-01-62800 34-01-62800 34-01-62800 34-01-62800 34-01-62800 35-01-62800 35-01-62800 10-50-62330 10-50-62330	ACH Enabled: No
Vendor:2170 F0000722	FAMOUS AUTO GLASS WINDSHIELD FOR #232 Check Total:	195.00 195.00	07/22/2011	Check Sequence: 54 08-01-50035	ACH Enabled: No
Vendor:0800 7-475-44397 7-528-87127	Fedex TRANSPORTATION CHARGES TRANSPORTATION CHARGES	147.44 28.59	07/22/2011 07/22/2011	Check Sequence: 55 10-20-60350 10-20-59000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	176.03			
Vendor:3904 7-536-85393	Fedex FOUR SHIPMENTS Check Total:	80.80 80.80	07/22/2011	Check Sequence: 56 10-01-51500	ACH Enabled: No
Vendor:0502 11325	FLOORS & WALLS UNLIMITED PAINTING SUPPLIES Check Total:	221.43 221.43	07/22/2011	Check Sequence: 57 10-90-62600	ACH Enabled: No
Vendor:2937 53118	FOSTER COACH SALES, INC CUSTOM CONSOLE #480 Check Total:	375.00 375.00	07/22/2011	Check Sequence: 58 08-01-50030	ACH Enabled: No
Vendor:0081 9466 9482	FRANKLIN PARK PLUMBING CO MAIN WATER TOWER- MAIN REPAIR 3319 MANNHEIM Check Total:	6,615.00 2,160.00 8,775.00	07/22/2011 07/22/2011	Check Sequence: 59 34-01-62860 35-01-63070	ACH Enabled: No
Vendor:0080 23148 23235 23462	FRANKLIN PK. BLDG. MATERIALS RIVER ROCK CONCRETE BLOCK RIVER ROCK Check Total:	126.00 195.00 126.00 447.00	07/22/2011 07/22/2011 07/22/2011	Check Sequence: 60 34-01-62860 35-01-63070 35-01-63070	ACH Enabled: No
Vendor:3510 PINV282830 PINV283639 PINV288281 PINV288330 PINV288600 PINV290609 PINV290891 PINV292208 PINV292276 PINV292453 PINV292465 PINV293088 PINV297709	GARVEY'S OFFICE PRODUCTS SUPPLIES BATTERIES PAPER INK AND FOLDERS PENS,BATTERIES,NAMEPLATES, AND PAPER JOLLYRANCHER CANDY 3.75LB X4 COMM CENTER ENGRAVED NAMEPLATES POLICE SUPPLIES BATTERIES PENS,PAPER,HIGHLIGHTERS,INK,LABELS, PAD INK MAGAZINE RACK TONER	67.99 246.25 356.21 227.10 41.16 21.49 34.50 530.33 147.96 368.34 139.90 308.76 73.72	07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011	Check Sequence: 61 10-20-50400 35-01-52200 10-90-51600 10-01-50400 10-90-51600 10-20-50400 10-01-50400 10-20-50400 34-01-52200 10-01-50400 35-01-52200 10-01-50400 10-01-50400	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,563.71			
Vendor:0762 000021641201104	Global Connect REVERSE 911-CHARGES Check Total:	2,596.67 2,596.67	07/22/2011	Check Sequence: 62 10-30-62190	ACH Enabled: No
Vendor:3767 AG24217	Global Emergency Products LIGHT MARS #879 Check Total:	1,203.23 1,203.23	07/22/2011	Check Sequence: 63 08-01-50030	ACH Enabled: No
Vendor:4516 124133 124151 124192 124224 124232 124703	GONZALEZ & ASSOCIATES, P.C. SERVICES RENDERED 2/1-2/15 2011 SERVICES RENDERED 3/1-3/15 2011 SERVICES RENDERED 4/1-4/15 2011 CONTRACTED SERVICES RENDERED 5/1-5/15 CONTRACTED SERVICES FOR MAY 16-MAY 31 117,350.00 SERVICES RENDERED FOR THE PERIOD6/1-6/15 7,050.00 Check Total:	8,882.50 16,830.00 11,962.50 7,050.00 117,350.00 7,050.00 59,125.00	07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011	Check Sequence: 64 10-33-52400 10-33-52400 10-33-52400 10-33-52400 10-33-52400 10-33-52400	ACH Enabled: No
Vendor:5200 9547674839 9550296314 9553184183 9553889081 9555579011	GRAINGER SWEEPING COMPOUND SWEEPING COMPOUND COOLER, LIGHTS CUTTER HEAD ASSEMBLY GATORADE, FIRST AID KIT Check Total:	80.28 160.56 222.40 159.08 398.42 1,020.74	07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011	Check Sequence: 65 35-01-62590 34-01-62590 10-90-62600 10-30-80570 10-90-62600	ACH Enabled: No
Vendor:5604 438827711	GUARDIAN LIFE INSURANCE DENTAL JULY 2011 Check Total:	664.13 664.13	07/22/2011	Check Sequence: 66 10-52-62390	ACH Enabled: No
Vendor:1555 18507 18508 18544 18557 18558 18562	H & H ELECTRIC COMPANY STREET LIGHT MAINT. VARIOUS LOCATIONS CROWN ROAD 25TH AND FRANKLIN- DAMAGED SIGNAL TRAFFIC SIGNAL MAINTENANCE 3-16-4-15 TRAFFIC SIGNAL MAINTENANCE 4-16-5-15 TRAFFIC SIGNALS REPAIRED 5/2/11	168.15 65.00 819.85 1,140.00 1,140.00 3,390.60	07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011	Check Sequence: 67 10-50-62340 10-50-62340 10-90-62710 10-90-62690 10-90-62690 10-90-62690	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	6,723.60			
Vendor: 1242	HARTS TRACTOR CO. INC.			Check Sequence: 68	ACH Enabled: No
00039887	REPAIRS TO #479	3,215.03	07/22/2011	08-01-50030	
00039953	REPLACE HYDROTANK BALL VALVES TRUCK 211	1,387.50	07/22/2011	08-01-50035	
00040096	FRONT END WORK FOR #479	2,109.70	07/22/2011	08-01-50030	
00040105	TURBO OIL SUPPLY LINE FOR SWEEPER #2	1,160.19	07/22/2011	08-01-50009	
	Check Total:	7,872.42			
Vendor: 5409	HD SUPPLY WATERWORKS, LTD			Check Sequence: 69	ACH Enabled: No
3017224	SHEAR GUARDS	147.94	07/22/2011	35-01-63070	
3068207	SHEAR GUARDS	525.33	07/22/2011	35-01-63070	
3142152	SHEAR GUARDS	400.00	07/22/2011	35-01-63070	
	Check Total:	1,073.27			
Vendor: 4497	HEALY ASPHALT CO. LLC			Check Sequence: 70	ACH Enabled: No
27275MB	COLDPATCH	2,375.20	07/22/2011	10-90-82781	
	Check Total:	2,375.20			
Vendor: 5204	HILL MECHANICAL GROUP			Check Sequence: 71	ACH Enabled: No
168299	JUMPED OUT COOLING AT 9500 BELMONT	307.29	07/22/2011	10-13-52600	
168641	UNIT DOWN AT 9535 BELMONT; COIL DIRTY	754.13	07/22/2011	10-13-52600	
168655	NEW BOARD FOR CONDENSOR IN COMPUTER ROOM	654.22	07/22/2011	10-13-52600	
	Check Total:	1,715.64			
Vendor: 3702	Home Depot Credit Services			Check Sequence: 72	ACH Enabled: No
1919-276685	APPLIANCE MODEL LBC22520SW/03	809.10	07/22/2011	10-30-62040	
3104868	BUCKETS, DUSTERS, DC33MF-WILLIAM MCMURRAY	6.53	07/22/2011	10-13-52200	
CM9226952	RETURNED AXE HANDLE BOUGHT ON 6/15	-61.19	07/22/2011	10-30-62040	
	Check Total:	1,164.44			
Vendor: 0260	HOWARD AUTO GROUP			Check Sequence: 73	ACH Enabled: No
BUCS341406	REPLACE FUSE BLOCK ON #890	463.82	07/22/2011	08-01-50020	
	Check Total:	463.82			
Vendor: 5272	ILLINOIS EPA			Check Sequence: 74	ACH Enabled: No
ILM580029	NPDES PERMIT ID-ILM580029	5,000.00	07/22/2011	35-01-63070	
ILR400195	NPDES PERMIT ID-ILR400195	1,000.00	07/22/2011	35-01-63070	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	6,000.00			
Vendor:1339 2501	ILLINOIS PUBLIC RISK MONTHLY WORKMAN'S COMP PREMIUM 8/11	84,663.00	07/22/2011	Check Sequence: 75 10-32-62200	ACH Enabled: No
	Check Total:	84,663.00			
Vendor:0015 06092011	Steven Iovinelli BUILDING PDF FILES KINKO'S	133.13	07/22/2011	Check Sequence: 76 10-30-59000	ACH Enabled: No
	Check Total:	133.13			
Vendor:3614 19843	JEEP AND BLAZER, LLC TELECONFERENCE CALLS FOR JOSYLN PROPERTY	787.50	07/22/2011	Check Sequence: 77 10-13-59000	ACH Enabled: No
	Check Total:	787.50			
Vendor:4559 205	JESSE'S LAWN SERVICE GRASS CUTTING FOR VACANT PROPERTIES	158.00	07/22/2011	Check Sequence: 78 10-13-53000	ACH Enabled: No
	Check Total:	158.00			
Vendor:1534 160927	JKS VENTURES, INC. MULCH	112.00	07/22/2011	Check Sequence: 79 10-90-62670	ACH Enabled: No
161115A	STONE	1,584.76	07/22/2011	10-90-62660	
161115B	MULCH	168.00	07/22/2011	10-90-62670	
161322	STONE	243.48	07/22/2011	10-90-62660	
	Check Total:	2,108.24			
Vendor:1254 10543	JS PRINTING COMMUTER PARKING TAGS 7/11-6/12 2 SIDES	998.00	07/22/2011	Check Sequence: 80 41-01-63200	ACH Enabled: No
	Check Total:	998.00			
Vendor:3233 204437	Just Tires TIRE FOR #871	155.64	07/22/2011	Check Sequence: 81 08-01-50020	ACH Enabled: No
204606	TIRE FOR #873 AND REPAIR TIRE FOR #877	193.42	07/22/2011	08-01-50020	
204608	TIRE FOR #871	112.62	07/22/2011	08-01-50020	
204643	TIRES FOR #881	338.85	07/22/2011	08-01-50020	
204720	TIRE FOR #877	115.45	07/22/2011	08-01-50020	
204863	REPAIR TIRE FOR #871	25.00	07/22/2011	08-01-50020	
205109	5 TIRES FOR POLICE CARS	652.26	07/22/2011	08-01-50020	
	Check Total:	1,593.24			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0110 2705 2707 2708	KRIETER CONCRETE CONST. 2488 OAK AND 2429 MAPLE 3445 HAWTHORNE 3639 SARAH AND 3634 SARAH Check Total:	1,610.00 3,180.00 2,810.00 7,600.00	07/22/2011 07/22/2011 07/22/2011	Check Sequence: 82 35-01-63070 34-01-62860 35-01-63070	ACH Enabled: No
Vendor:4410 00328 00338	Kyle Gronert DESIGN SVCS FOR THE MAY VILLAGENEWSLETTR DESIGN SVCS FOR JUNE VILLAGENEWSLETTER Check Total:	50.00 350.00 700.00	07/22/2011 07/22/2011	Check Sequence: 83 10-01-51880 10-01-51880	ACH Enabled: No
Vendor:5590 10243	LARRY'S PLUMBING 2502 ELDER TRASH PUMP DISCHARGE Check Total:	311.00 311.00	07/22/2011	Check Sequence: 84 10-13-53000	ACH Enabled: No
Vendor:0937 21774	Lauterbach & Amen, Llp SVCS RENDERED 5/1/10 ACTUARY REPORT Check Total:	1,300.00 1,300.00	07/22/2011	Check Sequence: 85 10-33-52400	ACH Enabled: No
Vendor:1333 0466197 0540800 0549279 0590836	Lawson Products, Inc. GLOVES HARDWARE-SHOP MISC SUPPLYS FOR FLEET DEPARTMENT HYDRO FITTINGS Check Total:	86.25 286.63 188.12 255.25 816.25	07/22/2011 07/22/2011 07/22/2011 07/22/2011	Check Sequence: 86 10-90-60600 10-90-62780 08-01-89115 08-01-89115	ACH Enabled: No
Vendor:1329 922719 922720	Leach Enterprises, Inc. LEFT FRONT SEAL FOR #479 RIGHT FRONT SEAL FOR #479 Check Total:	38.36 38.36 76.72	07/22/2011 07/22/2011	Check Sequence: 87 08-01-50030 08-01-50030	ACH Enabled: No
Vendor:4850 N2565672 N2565672-A N2565996	MAILFINANCE/Neopost Leasing 12-JUL-11 TO 11-OCT-11 12-JUL-11 TO 11-OCT-11 13-JUL-11 TO 12-AUG-11 Check Total:	724.86 562.64 452.14 1,739.64	07/22/2011 07/22/2011 07/22/2011	Check Sequence: 88 10-01-50930 10-01-50930 10-01-50930	ACH Enabled: No
Vendor:0437 13368	MAJOR JANITORIAL SPPLIES FOR VILLAGE HALL TOILETRIES COFFEE	319.30	07/22/2011	Check Sequence: 89 10-13-52200	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,319.30			
Vendor:2389	MANNY'S LANDSCAPING			Check Sequence: 90	ACH Enabled: No
06282011	GRASS CUTTING FOR VACANT PROPERTIES 6/28	356.00	07/22/2011	10-13-53000	
06282011-B	GRASS CUTTING FOR VACANT PROPERTIES 6/22	356.00	07/22/2011	10-13-53000	
06282011-C	GRASS CUTTING FOR VACANT PROPERTIES 6/14	356.00	07/22/2011	10-13-53000	
06282011-D	GRASS CUTTING FOR VACANT PROPERTIES 6/08	421.00	07/22/2011	10-13-53000	
	Check Total:	1,489.00			
Vendor:0131	MENARDS - MELROSE PARK			Check Sequence: 91	ACH Enabled: No
52594	AIR CONDITIONER	295.00	07/22/2011	34-01-62920	
52594-1	WALL CABINET	269.97	07/22/2011	34-01-62590	
57214	NITE LITE TWIN VALVE	43.85	07/22/2011	10-13-52200	
	Check Total:	608.82			
Vendor:0346	METRA			Check Sequence: 92	ACH Enabled: No
P05397	FRANKLIN PARK PARKING LOT STATION LEASE	8,700.00	07/22/2011	41-01-63240	
	Check Total:	8,700.00			
Vendor:5104	MICHAEL TODD & COMPANY			Check Sequence: 93	ACH Enabled: No
127608	BLACK TOP RAKES	239.54	07/22/2011	10-90-62070	
	Check Total:	239.54			
Vendor:1735	ROBERT MICHALOWSKI			Check Sequence: 94	ACH Enabled: No
06152011	ARCHITECTURAL SERVICES 7/1-7/31	1,417.00	07/22/2011	10-12-52925	
	Check Total:	1,417.00			
Vendor:3900	MID AMERICAN TECHNOLOGY			Check Sequence: 95	ACH Enabled: No
08220	REPAIR TRANSMITTER	196.00	07/22/2011	34-01-62815	
	Check Total:	196.00			
Vendor:2046	MID AMERICAN WATER INC.			Check Sequence: 96	ACH Enabled: No
66029A-1	EXTENSION ROD	603.00	07/22/2011	34-01-62860	
68450A	BUFFALO BOXES, PARTS	1,763.50	07/22/2011	34-01-62860	
	Check Total:	2,366.50			
Vendor:2488	MOHR OIL COMPANY			Check Sequence: 97	ACH Enabled: No
131657	FUEL- STREET	1,342.21	07/22/2011	10-90-50200	
131657-1	FUEL- FLEET	86.45	07/22/2011	08-01-50200	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
131657-10	FUEL- IT DEPT	141.59	07/22/2011	10-02-50200	
131657-2	FUEL- FIRE	805.48	07/22/2011	10-30-50200	
131657-3	FUEL- POLICE	16,855.28	07/22/2011	10-20-50200	
131657-4	FUEL- HEALTH	262.71	07/22/2011	10-60-50200	
131657-5	FUEL- BUILDING	831.48	07/22/2011	10-13-50200	
131657-6	FUEL- ADMIN	146.40	07/22/2011	10-01-50200	
131657-7	FUEL- WATER	2,960.41	07/22/2011	34-01-50200	
131657-8	FUEL- SEWER	580.81	07/22/2011	35-01-50200	
131657-9	FUEL- COMMUNITY DEVELOPMENT	67.18	07/22/2011	10-12-50200	
139755	DIESEL	1,118.48	07/22/2011	34-01-50200	
	Check Total:	25,198.48			
Vendor:0129	MURPHY'S CONTRACTORS EQUIP			Check Sequence: 98	ACH Enabled: No
148296	BLOWER FOR #211	140.00	07/22/2011	08-01-50035	
CON#148312	OIL	13.00	07/22/2011	08-01-50030	
R16609	PARTS- SAW	99.72	07/22/2011	08-01-50030	
	Check Total:	252.72			
Vendor:2033	NICK'S SALES AND SERVICE			Check Sequence: 99	ACH Enabled: No
48540	ARM IDLER BUSHINGS FOR TORO MOWER	263.80	07/22/2011	08-01-50034	
48547	REPAIRS TO TORO MOWER	79.16	07/22/2011	08-01-50034	
48548	REPAIRS TO YARDMAN MOWER	59.80	07/22/2011	08-01-50034	
48613	REPLACE CARB ON TRIMMER #1	105.20	07/22/2011	08-01-50034	
48629	REBUILD CARB FOR TORO	74.75	07/22/2011	08-01-50034	
48632	REPAIRS TO WEEDER	71.25	07/22/2011	08-01-50034	
48633	REPLACE CARB ON TRIMMER #2	105.20	07/22/2011	08-01-50034	
48639	REPAIR DECK ON TORO	177.06	07/22/2011	08-01-50034	
48655	WHEELS FOR YARDMAN MOWER	30.50	07/22/2011	08-01-50034	
48677	2CYCLE OIL FOR LAWN MOWERS	11.25	07/22/2011	08-01-50034	
	Check Total:	977.97			
Vendor:4521	NICOR			Check Sequence: 100	ACH Enabled: No
08842900006/611	STATION #2 NICOR GAS BILL	251.28	07/22/2011	10-30-52450	
17658190230	GAS BILL FOR 9621	99.96	07/22/2011	10-13-52550	
18952060202/611	HEATING 18-95-20-60202	28.44	07/22/2011	35-01-52450	
45671900004/611	HEATING 45-67-19-00004	103.04	07/22/2011	34-01-62940	
4671900001/5	9545 BELMONT	405.31	07/22/2011	10-20-52450	
83226800007/611	HEATING 83-22-68-00007	190.76	07/22/2011	34-01-62940	
87873543729/611	HEATING 87-87-35-43729	45.31	07/22/2011	35-01-52450	
	Check Total:	1,124.10			



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:2107	Norcomm Public Safety Comm.			Check Sequence: 101	ACH Enabled: No
278-001206	NORCOMM 9-1-1 DISPATCH STAFF FOR MAY20160,283.66	07/22/2011	10-14-40220		
278-001210	POLICE RECORDS MGMT SYSTEM FEE	10,688.58	07/22/2011	10-20-60400	
278-001251	NORCOMM 9-1-1 DISPATCH STAFF	60,283.66	07/22/2011	10-14-40220	
278-001255	POLICE RECORDS MGMT STAFF	10,688.58	07/22/2011	10-20-60400	
	Check Total:	141,944.48			
Vendor:3454	NORTHWEST FORD			Check Sequence: 102	ACH Enabled: No
6161965	TRANS FLUID FOR #217	113.62	07/22/2011	08-01-89115	
6162683	EXHAUST PIPE & CLAMP FOR #205	409.86	07/22/2011	08-01-50090	
	Check Total:	523.48			
Vendor:3227	ODELSON & STERK, LTD			Check Sequence: 103	ACH Enabled: No
9677-1	AIKCO LIGHTING	330.00	07/22/2011	10-72-62557	
9677-2	INDUST.REDEV.PROJ.AREA	495.00	07/22/2011	10-72-62557	
9677-3	ANNEXATION	123.75	07/22/2011	10-72-62557	
9677-4	FOP NEGOTIATIONS	1,815.00	07/22/2011	10-20-64000	
9677-5	FIRE CONTRACT	41.25	07/22/2011	10-30-64000	
9677-6	ZONING	1,113.75	07/22/2011	10-72-62557	
9677-7	ORDINANCES	10,560.00	07/22/2011	10-72-62557	
9677-8	GENERAL	14,861.25	07/22/2011	10-72-62557	
9677-9	POLICE STATION	618.75	07/22/2011	54-01-51000	
9678	3010 N. MANNHEIM ROAD PROFESSIONAL SVCS	783.75	07/22/2011	12-01-62557	
	Check Total:	30,742.50			
Vendor:1616	Office Depot			Check Sequence: 104	ACH Enabled: No
567588910001	LAMINATING SUPPLIES	143.14	07/22/2011	10-01-50400	
	Check Total:	143.14			
Vendor:0141	Paramedic Services of IL, Inc.			Check Sequence: 105	ACH Enabled: No
07012011	AMBULANCE BILLING DATES FOR 6/1-6/302011	1,384.54	07/22/2011	10-30-62140	
	Check Total:	1,384.54			
Vendor:4235	PITNEY BOWES GLOBAL FIN.SRVCS.			Check Sequence: 106	ACH Enabled: No
838524862/JUL11	POSTAGE METER REFILL	1,500.00	07/22/2011	10-01-51500	
	Check Total:	1,500.00			
Vendor:1166	Prosafety Inc			Check Sequence: 107	ACH Enabled: No
2/692280	CHAIN SAW GLOVES	102.00	07/22/2011	10-90-62070	
2/696870	VESTS, GLOVES, GOGGLES, HARDHATS EARMUFF	629.60	07/22/2011	10-90-62600	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2/698100	SAFETY VESTS (RAILROAD DAZE VOLUNTEERS) Check Total:	332.70 1,064.30	07/22/2011	10-61-69561	
Vendor:1924 3016	PTL LANDSCAPING GRASS CUTTING FOR VACANT PROPERTIES Check Total:	990.00 990.00	07/22/2011	Check Sequence: 108 10-13-53000	ACH Enabled: No
Vendor:2847 237752/1	QUASTHOFF'S FLOWERS SAX TIEDEMNA Check Total:	177.50 177.50	07/22/2011	Check Sequence: 109 10-01-59000	ACH Enabled: No
Vendor:4651 1290000002646	Red Wing Shoe Store HORN Check Total:	187.00 187.00	07/22/2011	Check Sequence: 110 10-30-40806	ACH Enabled: No
Vendor:2872 L69099-001	Reebie Storage SCALE USE Check Total:	63.00 63.00	07/22/2011	Check Sequence: 111 10-20-60330	ACH Enabled: No
Vendor:3621 1839	REY'S LANDSCAPING GRASS CUTTING FEES FOR VACANT PROPERTIES Check Total:	219.00 219.00	07/22/2011	Check Sequence: 112 10-13-53000	ACH Enabled: No
Vendor:4707 06072011	RHC Training Center CFR CARDS Check Total:	46.50 46.50	07/22/2011	Check Sequence: 113 10-30-82080	ACH Enabled: No
Vendor:2419 1035270 1035744 1035756 1035759 1039648 1039651 1039658 1039662 1043139 1043169 1046435	Russo's Power Equipment LINE TRIMMERS CREDIT MEMO FUEL FILTER CAP GAS CAN PARTS AND LABOR, TRIMMER LABOR, EDGER PARTS AND LABOR, BLOWER PARTS AND LABOR, BLOWER GAS HOSE FOR WEED WACKERS NEW PLUGS FOR STANDARD CHAIN SAWS	780.00 -34.99 6.51 63.99 109.37 40.00 103.64 91.09 1.99 28.18 1,936.98	07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011	Check Sequence: 114 10-90-82630 10-90-62780 10-90-62780 10-90-62780 10-90-62780 10-90-62780 10-90-62780 10-90-62780 10-90-62780 10-90-62780 10-90-82630	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	3,126.76			
Vendor:0047 263507	Rydin Sign and Decal MOTORCYCLE TAGS Check Total:	96.88 96.88	07/22/2011	Check Sequence: 115 10-90-62325	ACH Enabled: No
Vendor:0171 8200	Schiller Glass Company TRAIN TOWER WINDOW Check Total:	241.14 241.14	07/22/2011	Check Sequence: 116 10-12-87610	ACH Enabled: No
Vendor:5529 74767	SEAWAY SUPPLY PAPER GOODS BROOMS Check Total:	514.40 514.40	07/22/2011	Check Sequence: 117 10-90-62590	ACH Enabled: No
Vendor:0172 112270	Service Spring Co., Inc. TRUCK 206, BUSHING AND REAR SPRING Check Total:	1,071.22 1,071.22	07/22/2011	Check Sequence: 118 08-01-50090	ACH Enabled: No
Vendor:5442 04252011	SEVEN ELEVEN PRISONER-MEALS Check Total:	133.40 133.40	07/22/2011	Check Sequence: 119 10-20-60620	ACH Enabled: No
Vendor:4973 54169	Signco GRAPHICS PUBLIC SAFETY TRAILER Check Total:	2,000.00 2,000.00	07/22/2011	Check Sequence: 120 10-32-62650	ACH Enabled: No
Vendor:5095 4234	SLC Enterprises HOSE CLAMP PLIERS Check Total:	96.90 96.90	07/22/2011	Check Sequence: 121 08-01-89115	ACH Enabled: No
Vendor:3697 5955 5966	SPD Incorporated VARIABLE PUMPS- CURTIS FLOW SIGNAL-CURTIS Check Total:	382.80 267.80 650.60	07/22/2011 07/22/2011	Check Sequence: 122 34-01-50940 34-01-50940	ACH Enabled: No
Vendor:3089 6910	STANDARD FENCE CO. INC. 3436 LOMBARD FENCE REPAIR	575.00	07/22/2011	Check Sequence: 123 10-90-62600	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	575.00			
Vendor:0340	Storino, Ramello & Durkin			Check Sequence: 124	ACH Enabled: No
54837	ASSESSMENT APPEALS	461.28	07/22/2011	10-72-62557	
54838	PROFESSIONAL LEGAL SVCS DOWNTOWN TIF	458.10	07/22/2011	42-01-62557	
54839	PROFESSIONAL SVCS WMRA TIF	896.20	07/22/2011	12-01-62557	
54840	PROFESSIONAL LEGAL SVCS LIFE FITNESS TIF	458.10	07/22/2011	14-01-62557	
54841	PROF LEGAL SERVICES FOR BELMONT RVR TIF	458.10	07/22/2011	13-01-62557	
54842	PROFESSIONAL LEGAL SVCS GRANDMANHEIM TIF	458.10	07/22/2011	22-01-62557	
54843	PROFESSIONAL SVCS O'HARE EAST TIF	458.10	07/22/2011	40-01-62557	
54950	PROFESSIONAL SVCS RESURRECTION TIF	1,295.45	07/22/2011	43-01-62557	
54951	KINGS POINT GENERAL CEMENT	1,022.86	07/22/2011	10-72-62557	
	Check Total:	5,966.29			
Vendor:1784	STRUCTURAL TECHNOLOGIES			Check Sequence: 125	ACH Enabled: No
2011152	2011 ROOF REPLACEMENT PROJECT (WTR FLEET)	17,400.00	07/22/2011	10-13-82000	
4587	WATER AND FLEET STRUCTURE ROOF REPLACEMENT	492.50	07/22/2011	10-13-82000	
	Check Total:	47,892.50			
Vendor:0182	Suburban Laboratories			Check Sequence: 126	ACH Enabled: No
9891	SAMPLE TESTING	62.50	07/22/2011	34-01-62850	
	Check Total:	62.50			
Vendor:0183	SUBURBAN WELDING STEEL, LLC			Check Sequence: 127	ACH Enabled: No
46506	WATER KEYS	177.24	07/22/2011	10-90-62780	
46807	REPAIR GATE LIFT ON TRAILER	86.25	07/22/2011	10-90-62780	
46889	B-12	38.25	07/22/2011	10-12-87610	
46925	BARRICADE LEG	88.46	07/22/2011	10-90-62780	
	Check Total:	390.20			
Vendor:5462	SUN LIFE & HEALTH INS. CO.			Check Sequence: 128	ACH Enabled: No
008-1294-027	VOLUNTARY LIFE INSURANCE JULY 2011	1,627.85	07/22/2011	10-52-62380	
	Check Total:	1,627.85			
Vendor:4670	SuperValu/Albertsons			Check Sequence: 129	ACH Enabled: No
06202011-1	WATER AND POP	30.64	07/22/2011	10-01-59000	
06202011-2	WATER FOR THE WATER DEPT	29.84	07/22/2011	34-01-59000	
06202011-3	RR DAZE BANDS (POP, CUPS)	135.12	07/22/2011	10-61-69561	
06202011-4	RR DAZE BANDS (POP, CUPS)	129.15	07/22/2011	10-61-69561	
06202011-5	RR DAZE BANDS (FOOD)	32.71	07/22/2011	10-61-69561	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
06202011-6	COFFEE, CREAMER, SUGAR Check Total:	97.93 455.39	07/22/2011	10-01-59000	
Vendor:3595 530109	The Brewer Company MARKING PAINT Check Total:	99.60 99.60	07/22/2011	Check Sequence: 130 10-90-62600	ACH Enabled: No
Vendor:1792 172867	THE COLOR SHOPPE ERASER PADS Check Total:	25.47 25.47	07/22/2011	Check Sequence: 131 08-01-89115	ACH Enabled: No
Vendor:1505 05312011 06302011	THE JORDAN GROUP MAY PUBLIC AFFAIRS, MKT AND CONSULTING JUNE PUBLIC AFFAIRS MKT AND PR CNSLTING Check Total:	5,000.00 5,000.00 10,000.00	07/22/2011 07/22/2011	Check Sequence: 132 10-01-51885 10-01-51885	ACH Enabled: No
Vendor:1137 03800940833/6	THE NORTHERN TRUST CO. ADMIN COSTS ON LOAN FOR JUNE 2011 Check Total:	20.82 20.82	07/22/2011	Check Sequence: 133 54-01-56000	ACH Enabled: No
Vendor:5423 13569-1 13569-2 13665 13666 13667-P 13675A 13675B	THIRD MILLENNIUM PROGRAMMING FOR UTILITY SETUP PROGRAMMING FOR UTILITY SETUP PROGRAMMING & SYSTEM SET UP FOR MAILING IMAGING INSERTING AND MAILING OF APPLICATIONS METERED POSTAGE FOR NON-AUTOMATION RATE PROCESS OF JUNE 2011 WATER BILLS PROCESS OF JUNE 2011 WATER BILLS Check Total:	1,511.25 813.75 2,485.00 39.04 156 896.46 482.71 13,313.77	07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011 07/22/2011	Check Sequence: 134 34-01-62857 35-01-62857 10-90-62325 10-90-62325 10-90-62325 34-01-62857 35-01-62857	ACH Enabled: No
Vendor:0190 76201	Thrift 'n Swift, Inc. NO PARKING SIGNS Check Total:	330.80 330.80	07/22/2011	Check Sequence: 135 10-20-80570	ACH Enabled: No
Vendor:2079 69486 69487 69539 69540	Traffic Control & Protection STREET NAME SIGNS NO TRUCKS, DO NOT ENTER SIGNS TELSPAR ANCHORS ALL WAY AND ONE WAY SIGNS	224.30 936.60 332.50 853.80	07/22/2011 07/22/2011 07/22/2011 07/22/2011	Check Sequence: 136 10-90-62610 10-90-62610 10-90-62610 10-90-62610	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
69572	CONES	405.00	07/22/2011	10-90-62610	
69573	SIGNS, PUMPING STATIONS	611.40	07/22/2011	10-90-62610	
69709	CAUTION TAPE:	252.34	07/22/2011	10-90-62610	
69752	POSTS	630.90	07/22/2011	10-90-62610	
	Check Total:	4,246.84			
Vendor:UB*00338	UNITED PARCEL - NID			Check Sequence: 137	ACH Enabled: No
	Refund check	1,807.67	06/24/2011	35-00-20100	
	Refund check	3,366.63	06/24/2011	34-00-20100	
	Check Total:	5,174.30			
Vendor:UB*00337	UNITED PARCEL SERV.			Check Sequence: 138	ACH Enabled: No
	Refund check	6,624.00	06/24/2011	35-00-20100	
	Refund check	12,136.80	06/24/2011	34-00-20100	
	Check Total:	18,760.80			
Vendor:0160	United Radio Communications			Check Sequence: 139	ACH Enabled: No
21433000	10 RADIOS-RENTAL FOR RAILROAD DAZE	220.00	07/22/2011	10-61-69561	
	Check Total:	220.00			
Vendor:2990	V3 Consultants Ltd of Illinois			Check Sequence: 140	ACH Enabled: No
511247	USEPA CLEANUP GRANT (DTOWN CROSSINGS PH	4,685.00	07/22/2011	42-01-67590	
	Check Total:	4,685.00			
Vendor:3555	VCG UNIFORM			Check Sequence: 141	ACH Enabled: No
61985	SWEENEY CLOTHING	288.55	07/22/2011	10-30-40806	
61990	COLANTUONO PANTS	175.80	07/22/2011	10-30-40806	
62022	IOVINELLI POLOS AND INSIGNIAS	93.45	07/22/2011	10-30-40806	
62087	IOVINELLI CLOTHING	395.45	07/22/2011	10-30-40806	
	Check Total:	933.25			
Vendor:1379	Village Auto Body & Towing			Check Sequence: 142	ACH Enabled: No
34581	INSIDE OUTSIDE WASH	36.00	07/22/2011	10-20-59000	
34781	INSIDE OUTSIDE WASH	64.00	07/22/2011	10-20-59000	
	Check Total:	100.00			
Vendor:1065	Visu-Sewer of Illinois, LLC			Check Sequence: 143	ACH Enabled: No
5617	CLEAN AND TELEWISE 42" CULVERT	1,500.00	07/22/2011	35-01-63070	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,500.00			
Vendor:0199 149971	Vollmar Clay Products Co. CATCH BASINS Check Total:	540.00 540.00	07/22/2011	Check Sequence: 144 35-01-63070	ACH Enabled: No
Vendor:0650 06192011	WATER ENVIRONMENTAL FED MEMBERSHIP FEES Check Total:	153.00 153.00	07/22/2011	Check Sequence: 145 34-01-52100	ACH Enabled: No
Vendor:5265 MARHZGVO3FK2U	WEBER, NICK POSTAGE FOR WATER SAMPLES Check Total:	11.10 11.10	07/22/2011	Check Sequence: 146 34-01-51500	ACH Enabled: No
Vendor:5255 0007065-IN 0007075-IN	WEST CENTRAL CUSTOMER SERVICE TRAINING X 4 @ 65 CUSTOMER SERVICE TRAINING X 8 @ 65 Check Total:	260.00 520.00 780.00	07/22/2011 07/22/2011 07/22/2011	Check Sequence: 147 10-52-62417 10-52-62417	ACH Enabled: No
Vendor:5318 000186248 000186314	WHOLESALE DIRECT HEADLAMP FLASHER FOR #873 SPOT LIGHT FOR #877 Check Total:	82.00 130.17 212.17	07/22/2011 07/22/2011 07/22/2011	Check Sequence: 148 08-01-50020 08-01-50020	ACH Enabled: No
Vendor:1800 25461	WIRFS Industries, Inc E-ONE LABOR AND REPAIR PARTS FOR #474 Check Total:	1,999.00 1,999.00	07/22/2011	Check Sequence: 149 08-01-50030	ACH Enabled: No
Vendor:0207 1256164-2 1257239-1	ZENGER'S INDUSTRIAL GRINDER WRENCHES AND FASTENERS Check Total:	162.00 343.00 505.00	07/22/2011 07/22/2011 07/22/2011	Check Sequence: 150 34-01-62070 34-01-62070	ACH Enabled: No
Vendor:0933 69376	Ziebart TRUCK 216-RHINO LINER Check Total:	250.00 250.00	07/22/2011	Check Sequence: 151 34-01-50200	ACH Enabled: No

Reference

Amount Payment Date Acct Number

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151

Description

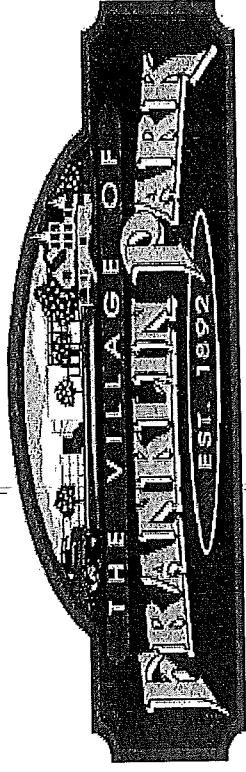
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Total Number of Checks:

Invoice No



# Accounts Payable Manual Check Proof List

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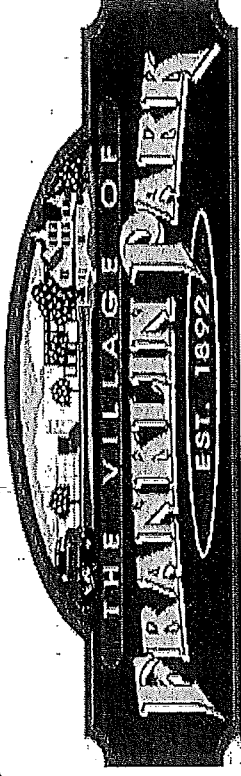


Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0986							
	DONFULMER			300527	06/29/2011		
300527	3,000.00	07/01/2011	HIS RAILROAD DAZE WORK			10-61-69561	
Total for Check	3,000.00						
Total for 0986	3,000.00						
Vendor: 1082							
	EQUIP TOOL			300526	06/28/2011		
300526	22,920.00	07/01/2011	POST LIFT AND BRIDE JACK			10-32-62650	
Total for Check	22,920.00						
Total for 1082	22,920.00						
Vendor: 2889							
	SALVADORCANO			300529	07/01/2011		
300529	50.00	07/01/2011	REFUND OF PURCHASED STICKERS.PERSON MOV			10-90-32090	
Total for Check	50.00						
Total for 2889	50.00						
Total Checks:	25,970.00						

JE 00009

# Accounts Payable Manual Check Proof List

User: cperez  
Printed: 07/01/2011 - 4:34 PM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 1189							
				300528	07/01/2011		
06302011	735.04	07/01/2011	REIMB FOR HOTEL ROOM AT NLC CONF DEC 10			10-01-52120	
Total for Check	735.04						
Total for 1189	735.04						
Vendor: 1899							
				300532	07/01/2011		
6556683	1,384.00	07/01/2011	PORTABLE RESTROOMS AND HAND SANITIZERS			10-61-69561	
Total for Check	1,384.00						
Total for 1899	1,384.00						
Vendor: 2515							
				300530	07/01/2011		
07012011	150.00	07/01/2011	GRANT FOR ATHLETIC ACTIVITIES			10-01-51885	
Total for Check	150.00						
Total for 2515	150.00						
Vendor: 3741							
				300531	07/01/2011		
07012011	500.00	07/01/2011	MEMBERSHIP FEE			10-01-59000	
Total for Check	500.00						
Total for 3741	500.00						

Reference

Acct Number

Date

Check Number

Description

Payment Date

Amount

Invoice No

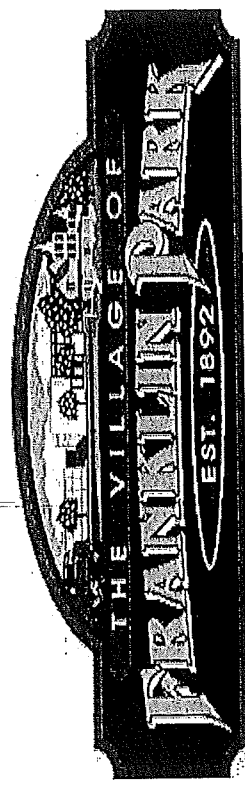
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Total Checks:

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# Accounts Payable Manual Check Proof List

User: cperez  
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Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0250			IL Department of Public Health				
07052011	75.00	07/07/2011	AMBULANCE LICENSING FEES	300535	07/07/2011	10-30-82080	
Total for Check	75.00						
Total for 0250	75.00						
Vendor: 3341			Notary Public Assoc of IL				
06302011	45.00	07/07/2011	RENEWAL NOTARY COMMISSION FOR R JOHNSON	300533	07/07/2011	10-18-52100	
Total for Check	45.00						
Total for 3341	45.00						
Vendor: 5255			WEST CENTRAL				
06292011	500.00	07/07/2011	GRANT FOR SERVICES RENDERED TO THE VILGE	300536	07/07/2011	10-01-51885	
Total for Check	500.00						
Total for 5255	500.00						
Vendor: 5299			CANNON COCHRAN MANAGEMENT SVC.				
06232011	520.67	07/07/2011	LIABILITY INSURANCE EXPENSE	300534	07/07/2011	10-32-62190	
Total for Check	520.67						
Total for 5299	520.67						

Reference

Acct Number

Date

Check Number

Description

Payment Date

Amount

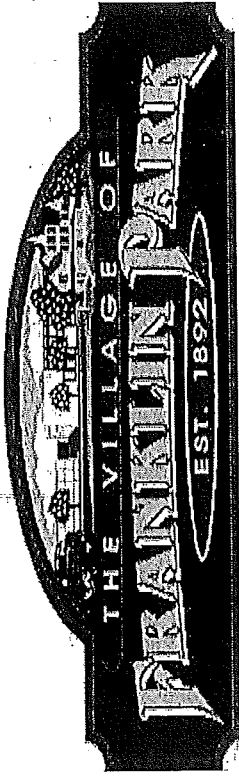
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Total Checks:

# Accounts Payable Manual Check Proof List

User: operez  
Printed: 07/01/2011 - 8:22 AM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 1902			THOMASGOLS				
06242011	460.00	06/24/2011	SERVICES RENDERED	61011-62411	06/24/2011	10-01-67590	
Total for 1902	460.00						
Vendor: 2302			JoanneBarr				
06232011	30.00	06/24/2011	REFUND OF STICKER PRICE (SHOULD BE FREE)	300524	06/24/2011	10-90-32090	
Total for 2302	30.00						
Vendor: 2418			U.S. Postmaster				
06232011	1,062.30	06/24/2011	CONSUMER CONFIDENCE REPORT	300522	06/23/2011	34-01-50100	
Total for 2418	1,062.30		POSTAGE ONLY				
Vendor: 5342			TRI-ANGLE SCREEN PRINT				
447	208.00	06/24/2011	SUMMER HELP TSHIRTS	300521	06/22/2011	10-90-60600	
Total for 5342	208.00						

Reference

Acct Number

Date

Check Number

Description

Payment Date

Amount

Invoice No

SUN LIFE & HEALTH INS. CO.

Vendor: 5462

300523 06/23/2011

MONTHLY DISABILITY PREM1ST MNTH 10-52-62400  
DWN PYMT

06/24/2011

3,000.00

05022011/1

3,000.00

Total for Check

3,000.00

Total for 5462

4,760.30

Total Checks:

# Accounts Payable

## Manual Check Proof List

User: cperez  
 Printed: 06/27/2011 - 11:04 AM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0153			FRANKLIN PK POLICE PENSION				
06212011	17,503.65	06/21/2011	PPRT DISTRIBUTION	300515	06/21/2011	10-27-68000	
Total for Check	17,503.65						
Total for 0153	17,503.65						
Vendor: 0640			TRITON COLLEGE				
06172011	500.00	06/21/2011	GRANT TO TRITON ACADEMIC SCHOLARSHIP	300513	06/17/2011	10-01-51885	
Total for Check	500.00						
Total for 0640	500.00						
Vendor: 1099			Town & Country Distributors				
06202011	2,289.00	06/21/2011	BEER COSTS FOR RAILROAD DAZE	300519	06/21/2011	10-61-69561	
Total for Check	2,289.00						
Total for 1099	2,289.00						
Vendor: 1302			RONALDHELLER				
06202011	32.00	06/21/2011	PARKING FEES DOWNTOWN CHICAGO	300514	06/20/2011	10-01-53150	
103591	1,021.90	06/21/2011	AIRFARE HOTEL ACCOMODATIONS TO/FROM GFOA			10-01-52120	
Total for Check	1,053.90						
Total for 1302	1,053.90						



Invoice No      Amount      Payment Date      Description      Check Number      Date      Acct Number      Reference

Vendor: 1763      U.S. Postal Service  
 06202011      2,000.00      06/21/2011      REPLENISH POSTAGE METER      300517      06/21/2011      10-01-51500  
 Total for Check      2,000.00  
 Total for 1763      2,000.00

Vendor: 2084      J.G. UNIFORMS  
 23982      963.75      06/21/2011      WITZ, M. VEST      300518      06/21/2011      10-20-54000  
 24307      963.75      06/21/2011      CARL, N. VEST COVER      10-20-54000  
 24548      833.75      06/21/2011      RUCHP. VEST COVER      10-20-54000  
 Total for Check      2,761.25  
 Total for 2084      2,761.25

Vendor: 2964      THE UNDERPASS  
 06202011      2,274.32      06/21/2011      BEER SALES AND REIMBURSEMENT OF EXPENSES      300520      06/21/2011      10-61-69561  
 Total for Check      2,274.32  
 Total for 2964      2,274.32

Vendor: 3570      Franklin Park Fire Pension Fun  
 06212011      20,327.76      06/21/2011      PPRT DISTRIBUTION      300516      06/21/2011      10-00-20255  
 Total for Check      20,327.76  
 Total for 3570      20,327.76

Total Checks:      48,709.88

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

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**RESOLUTION**

NUMBER 1112-R-\_\_\_

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**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX  
ASSESSMENT APPLICATION BY CHICAGO RECORDS MANAGEMENT,  
INCORPORATED FOR AN INDUSTRIAL FACILITY LOCATED AT 3311-3333  
CHARLES STREET, VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDALL PETERSEN**  
**ROSE RODRIGUEZ**  
**WILLIAM RUHL**  
**Trustees**

**RESOLUTION NUMBER 1112-R-\_\_\_**

**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX  
ASSESSMENT APPLICATION BY CHICAGO RECORDS MANAGEMENT,  
INCORPORATED FOR AN INDUSTRIAL FACILITY LOCATED AT 3311-3333  
CHARLES STREET, VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

**WHEREAS**, the President and Board of Commissioners of the County of Cook have enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "*Classification Ordinance*"), which provides for a tax assessment incentive classification designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and the utilization of abandoned industrial buildings in order to create employment opportunities and expand the tax base; and

**WHEREAS**, Douglas and Cynthia Peterson, d/b/a Chicago Records Management, Incorporated (the "*Chicago Records*"), located at 3815 North Carnation Street, Franklin Park, Illinois, is purchasing a 6.8 acres parcel of property with an unoccupied 88,725 square foot building and an unoccupied 85,357 square foot building thereon, said property commonly known as 3311-3333 Charles Street, Franklin Park, Illinois, and identified by permanent index number (PIN) 12-20-301-038-0000, and further legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the "*Property*"); and

**WHEREAS**, Chicago Records is acquiring the Property in order to construct a new

facility and rehabilitate and occupy an existing structure, the viability of such being dependent on the granting of a Class 6B Tax Assessment Classification, as said term is defined in the Classification Ordinance (the “*Class 6B Tax Assessment Classification*”); and

**WHEREAS**, Chicago Records has requested that the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) support and consent to the filing of its application for a Cook County Class 6B Real Estate Tax Assessment Classification for the Property; and

**WHEREAS**, the adoption of a resolution by the Corporate Authorities is required and must be filed with Chicago Records’ application in order for the Property to obtain a Class 6B Tax Assessment Classification; and

**WHEREAS**, the Corporate Authorities find that the redevelopment contemplated for the Property will serve the residents of the Village and that without the Class 6B Tax Assessment Classification for the Property it will remain vacant and abandoned and exasperate blight in the area surrounding the Property; and

**WHEREAS**, to ensure the ongoing viability of the industrial base of the Village, the continuation and expansion of employment opportunities in the Village and to safeguard and further diversify the tax base of the Village, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to approve the application by Chicago Records for a Class 6B Real Estate Tax Assessment Classification for the Property.

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

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

**Section 2.** The Corporate Authorities expressly support and consent to the filing of an

application for a Cook County 6B Tax Assessment Classification for the Property, which is legally described on Exhibit A, and find that without a Class 6B Tax Assessment Classification the Property will remain vacant and underutilized, which will not only hinder further development efforts in the area surrounding the Property but will thwart the efforts of Chicago Records to undertake its proposed development within the Village.

**Section 3.** The Corporate Authorities further find that the granting of the Class 6B Tax Assessment Classification is necessary for the industrial development to remain viable on the Property, which is the subject of this Resolution.

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

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

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

*(Intentionally Left Blank)*

**PASSED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of July 2011, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of July 2011.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

Exhibit A

*Legal Description*

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

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**ORDINANCE**  
**NUMBER 1112-VC-\_\_**

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**AN ORDINANCE AMENDING CHAPTER NINE OF TITLE SIX OF THE VILLAGE  
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM)**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDY PETERSEN**  
**ROSE RODRIGUEZ**  
**BILL RUHL**  
**Trustees**



**ORDINANCE NUMBER 1112-VC-\_\_**

**AN ORDINANCE AMENDING CHAPTER NINE OF TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM)**

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

**WHEREAS**, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") regulate the automated traffic enforcement regulations within the Village; and

**WHEREAS**, the Corporate Authorities have determined it necessary to amend the automated traffic enforcement regulations of the Village Code in order comply with the State Statute, 625 ILCS 5/11-208.6, regarding automated traffic law enforcement systems.

**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 2 ("*Definitions*") of Chapter 9 ("*Automated Traffic Law Enforcement*") of Title 6 ("*Motor Vehicles and Traffic*") of the Village Code of Franklin Park is hereby amended by adding the following new underlined language to read, as follows:

**6-9-2: DEFINITIONS:**

As used in this chapter:

**AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM:** A device(s) located within the village of Franklin Park with one or more motor vehicle sensors working in conjunction with a red light signal to produce recorded images of a motor vehicle entering an intersection against a steady red or flashing red signal indicating a violation of section 11-306 of the Illinois vehicle code, or similar violation of the Village Code. The automated traffic law enforcement system shall not be used to enforce speed limit regulations. The system is designed to obtain a clear recorded image of a violating motor vehicle and its license plate.

**DISREGARDING A TRAFFIC CONTROL DEVICE.** Failure to stop and remain stopped before an intersection that is controlled by a red signal as provided for in Section 11-306 of the Illinois Vehicle Code or a similar provision of the Village Code.

**NO TURN ON RED.** Where the motor vehicle comes to a complete stop and does not enter the intersection as defined by Section 1-132 of the Illinois Vehicle Code, during the cycle of the red signal indication unless one or more pedestrians are present, even if the motor vehicle stops at a point past a stop line or crosswalk where a driver is required to stop, as specified in subsection (c) of Section 11-306 of the Illinois Vehicle Code or a similar provision of the Village Code.

**RECORDED IMAGES:** Images recorded by an automated traffic law enforcement system, on either two (2) or more photographs, two (2) or more micrographs, two (2) or more electronic images or a video recording showing the motor vehicle, capturing and displaying images of the vehicle violating traffic control signals, together with at least one clearly recorded image identifying the vehicle's license plate. The recorded image shall also display the time, date and location of the violation.

**TRAFFIC COMPLIANCE ADMINISTRATOR:** The person appointed as such shall have the following additional powers: adopt, distribute and process automated traffic law violation notices and other notices required by this chapter, collect money paid as fines and penalties, operate the automated traffic law enforcement system, and make certified reports to the secretary of state as required by this chapter.

**VILLAGE:** The village of Franklin Park, Cook County, Illinois.

**Section 3.** Section 4 of Chapter 9 (“*Automated Traffic Law Enforcement*”) of Title 6 (“*Motor Vehicles and Traffic*”) of the Village Code of Franklin Park is hereby amended deleting the following stricken language and adding the following new underlined language to read, as follows:

**~~6-9-4: VIOLATIONS; REVIEW; NOTICE; SERVICE:~~**

**It shall be a violation of this Chapter for a vehicle to disregard a traffic control device or no turn on red in violation of Section 11-306 of the Illinois Vehicle Code. All violations must be**

reviewed and approved by a law enforcement officer of the Village.

**6-9-4-1: REVIEW; NOTICE; SERVICE:**

When the automated traffic law enforcement system records a motor vehicle entering an intersection in spite of a steady red or flashing red signal indication, in violation of section ~~11-306 of the Illinois vehicle code, or similar provisions of section~~ 6-8-14 of this title Chapter, the duly appointed village official shall, for each violation recorded, issue a written notice of the violation to the registered owner or lessee of the vehicle as the alleged violator. The notice shall be delivered by first class mail, postage prepaid, within thirty (30) days after the Illinois secretary of state notifies the village of the identity of the registered owner or lessee of the vehicle, but in no event later than ninety (90) days after the violation. Prior to service of a notice of violation, the associated recorded image shall be reviewed by a technician employed or contracted by the village, who shall inspect the image and determine whether the motor vehicle violated section ~~11-306 of the Illinois vehicle code and/or similar provisions of section~~ 6-8-14 of this title Chapter, and whether one of the defenses enumerated hereinafter is visibly applicable upon inspection of the recorded image. Upon determination that the recorded image captures a violation of one of the foregoing provisions and that no defense applies, the notice of violation shall be served upon the registered vehicle owner in the manner herein provided. The traffic compliance administrator or other duly appointed official shall retain a copy of all violation notices, recorded images and other correspondence mailed to the alleged violator. Each notice of violation shall constitute evidence of the facts contained in the notice and is admissible in any proceeding alleging a violation of the above noted statutory and local ordinance provisions and shall establish prima facie evidence of a violation, subject to rebuttal on the basis of the defenses established in section 6-9-5 of this chapter. Each notice of violation shall include the following:

- A. The name and address of the registered owner or lessee of the vehicle, as indicated by the records of the secretary of state, or, if such information is outdated or unattainable, then the last known address recorded in a United States post office approved database;
- B. The registration number of the motor vehicle involved in the violation;
- C. The violation charged, with specific reference to that section of this code, or Illinois vehicle code, allegedly violated;
- D. The location where the violation occurred;
- E. The date and time of the violation;
- F. A copy of the recorded images;
- G. The amount of the civil penalty imposed under section 6-9-6 of this chapter and the date by which the civil penalty shall be paid if liability for the violation is not going to be contested;

- H. A statement that the recorded images are evidence of a violation of a red light signal violation or expired registration;
- I. A warning that failure to either pay the civil penalty or request a hearing to contest liability within fourteen (14) days of the mailing of the notice of violation is an admission of liability and may result in a suspension of the driving privileges of the registered owner or lessee of the vehicle in addition to other specified penalties for failing to appear at the hearing or pay the fine in advance of the hearing;
- J. A statement that the registered owner or lessee of the vehicle may elect to proceed either by paying the fine stated in the notice of violation or by challenging the charge in an administrative hearing; and
- K. The date, time and place of the administrative hearing at which the charge may be contested on its merits shall be no less than fifteen (15) nor more than forty five (45) days from the mailing or other service of the notice of violation.

**Section 4.** Section 5 (“*Defenses*”) of Chapter 9 (“*Automated Traffic Law Enforcement*”) of Title 6 (“*Motor Vehicles and Traffic*”) of the Village Code of Franklin Park is hereby amended by deleting the following stricken language and adding the following new underlined language to read, as follows:

**6-9-5: DEFENSES:**

The following shall be the only defenses available for an alleged violator contesting liability for a violation of ~~a red light signal~~ section 6-8-14 of this Chapter, which shall be weighed by the hearing officer and shall only rebut the prima facie case established by the notice of violation insofar as one or more of the following defenses are established by a preponderance of the evidence:

- A. The motor vehicle and/or registration plates were stolen before the violation occurred and were not under the exclusive control of or in the possession of the owner at the time of the red light signal violation, which defense may be demonstrated through the submission of a certified copy of a report concerning the stolen motor vehicle or registration plates filed with a law enforcement agency prior to the time of the alleged violation;
- B. The driver of the vehicle passed through the intersection in spite of a red light either to yield the right of way to an emergency vehicle, or as part of a

funeral procession; and

- C. The driver of the vehicle passed through the intersection in spite of a red light at the direction of a police officer acting within the scope of his duties; or
- D. The operator of the vehicle received a uniform traffic violation from a police officer, which citation is determined to be a moving violation reportable to the Illinois secretary of state.

**Section 5.** Section 7 (“*Hearing*”) of Chapter 9 (“*Automated Traffic Law Enforcement*”) of Title 6 (“*Motor Vehicles and Traffic*”) of the Village Code of Franklin Park is hereby amended by deleting the following stricken language and adding the following new underlined language to read, as follows:

**6-9-7: HEARING:**

The owner of a vehicle being operated in violation of ~~section 11-306 of the Illinois vehicle code or similar provisions of section 6-8-14~~ of this title Chapter may request a hearing no later than the respond by date on the notice of violation fourteen (14) days from the date of issuance of the notice) to challenge the evidence or set forth an applicable allowable defense. The notice of violation shall constitute evidence of the facts contained in the notice and is admissible in any proceeding alleging a violation of ~~section 11-306 of the Illinois vehicle code or similar provisions of section 6-8-14~~ of this title Chapter. The notice of violation shall be prima facie evidence of a violation, subject to rebuttal on the basis of the defenses established in section 6-9-5 of this chapter.

The owner's failure to appear at the hearing shall result in a finding of liability. In the event of a failure to appear, a "findings, decision and order" letter will be sent to the owner. The owner's failure to pay the fine amount by the date specified in that letter will result in a final determination of liability.

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

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

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

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of July 2011, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of July 2011.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

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

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**ORDINANCE**

NUMBER 1112-VC- \_\_

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**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE FIVE OF THE VILLAGE  
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(PEDESTRIAN OBEDIENCE TO RAILROAD SIGNALS)**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDY PETERSEN**  
**ROSE RODRIGUEZ**  
**BILL RUHL**  
**Trustees**

**ORDINANCE NUMBER 1112-VC- \_\_**

**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE FIVE OF THE VILLAGE  
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(PEDESTRIAN OBEDIENCE TO RAILROAD SIGNALS)**

---

**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.

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

**WHEREAS**, the Corporate Authorities find that it is in the best interests of the health, safety and welfare of its citizenry to establish regulations concerning pedestrian obedience to railroad signals.

**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.** Chapter 6 ("*Miscellaneous Offenses and Provisions*") of Title 5 ("*Police and Public Safety*") of the Village Code of Franklin Park is hereby amended by adding the following new underlined section to read, as follows:



**5-6-22: PEDESTRIAN OBEDIENCE TO BRIDGE AND RAILROAD SIGNALS:**

- (a) No pedestrian shall enter or remain upon any bridge or approach thereto beyond the bridge signal, gate, or barrier after a bridge operation signal indication has been given.
- (b) No pedestrian shall pass through, around, over, or under any crossing gate or barrier at a railroad grade crossing or bridge while such gate or barrier is closed or is being opened or closed.
- (c) No pedestrian shall enter, remain upon or traverse over a railroad grade crossing or pedestrian walkway crossing a railroad track when an audible bell or clearly visible electric or mechanical signal device is operational giving warning of the presence, approach, passage, or departure of a railroad train or railroad track equipment.
- (d) A violation of any part of this Section is a petty offense for which a \$250 fine shall be imposed for a first violation, and a \$500 fine shall be imposed for a second or subsequent violation.

**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 July 2011, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of July 2011.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

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

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**ORDINANCE**

NUMBER 1112-VC- \_\_

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**AN ORDINANCE AMENDING CHAPTER 2 OF TITLE THREE OF THE VILLAGE  
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(ISSUANCE OF CLASS D LICENSE TO LA CONCHITA SUPERMARKET)**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDY PETERSEN**  
**ROSE RODRIGUEZ**  
**BILL RUHL**  
**Trustees**

**ORDINANCE NUMBER 1112-VC- \_\_**

**AN ORDINANCE AMENDING CHAPTER 2 OF TITLE THREE OF THE VILLAGE  
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(ISSUANCE OF CLASS D LICENSE TO LA CONCHITA SUPERMARKET)**

---

**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 D Liquor License authorizes the sale at retail of beer and wine for consumption on the specified premises only (the "*Class D Liquor License*"); 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**, Nicolas Carrillo, Incorporated d/b/a La Conchita Supermarket is seeking a Class D Liquor License for the premises located at 9709 Franklin Avenue, Franklin Park, Illinois and has further satisfied 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(A) ("*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 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:
1. The total number of class A liquor licenses shall not exceed eight (8).
  2. The total number of class A1 liquor licenses shall not exceed one (1).
  3. The total number of class B liquor licenses shall not exceed eight (8).
  4. The total number of class B1 liquor licenses shall not exceed zero (0).
  5. The total number of class C liquor licenses shall not exceed four (4).
  6. The total number of class D liquor licenses shall not exceed ~~two (2)~~ three (3).
  7. The total number of class E liquor licenses shall not exceed nine (9).
  8. The total number of class F liquor licenses shall not exceed two (2).

**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 immediately upon its passage and approval to ensure that the license herein contemplated is issued forthwith.

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of July 2011, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of July 2011.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

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

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**ORDINANCE**

**NUMBER 1112-G- \_\_**

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**AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT  
BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK  
COUNTY, ILLINOIS AND PAYCHEX INCORPORATED**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDALL PETERSEN**  
**ROSE RODRIGUEZ**  
**WILLIAM RUHL**  
**Trustees**

**ORDINANCE NUMBER 1112-G- \_\_**

**AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT  
BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK  
COUNTY, ILLINOIS AND PAYCHEX INCORPORATED**

---

**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 their entirety.

**Section 2.** The Agreement by and between the Village of Franklin Park, Cook County, Illinois and Paychex, Incorporated (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 July 2011, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of July 2011.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

Exhibit A  
*Agreement*



Estimated Fee Schedule for Major Markets			
Company Name:	Village of Franklin Park	Date:	7/11/2011
Contact Name:	Ron Heller/Lisa Anthony	# Active Employees:	175
Contact Phone:	847-671-4800	Total # of screens per year (background services):	0
Sales Rep:	Mark Lindroth/Ryan Robatzek	Frequency:	Biweekly
			26

**Processing Charges**

Paychex HR Solutions Administrative Fee:									
Average Per Employee Per Month:	\$	35.85							\$2,895.80
Base Fee:	\$301.55	26-50:	\$17.10	125-200:	\$9.70	601+:	\$8.80		
1-10 Employees:	\$23.05	51-75:	\$16.30	201-275:	\$8.90				
11-25 Employees:	\$17.65	76-124:	\$15.70	276-600:	\$8.85				

**Included in the Paychex HR Solutions ASO Fee:**

- ◆ Payroll processing services including •general ledger •direct deposit •Readychex •check signing •W2's •ReportWriter •Preview Hosting Service
- ◆ Tax and reporting services including •Taxpay •benefit time reporting •new hire reporting •workers' compensation reporting
- ◆ Garnishment administration including •calculations •electronic capture and payment
- ◆ Retirement services administration including •custom 401(k) •profit sharing design
- ◆ Benefits administration including •premium only plans •flexible spending accounts •COBRA •benefit enrollment meetings
- ◆ Human resource services including •employee assistance program •HR newsletter •state unemployment insurance •management manuals
- ◆ Handbook services including •custom handbook design •ongoing state and federal updates •Spanish translation and printing
- ◆ Human Resource representative for •job descriptions •compensation surveys •HR seminars •compliance evaluations •HR support and direction
- ◆ HRIS system for •online administration of various benefits
- ◆ Safety and loss control including •OSHA compliance consultation •custom safety manual •workplace safety consultation •ongoing safety training programs

Paychex Expense Manager	#NAME?	Monthly Fee	0	# of users	\$0.00
Delivery					\$10.55
Split Delivery	\$10.00 per extra location		0 # locations		N/A
Additional Reports	\$10.00 per report, per proc.		0 # reports		N/A
Quarter/Year End Report Delivery	\$20.68 per quarter				\$82.72

Estimated Cost Per Processing**	-1,013.53
<b>Total Estimated Annual Processing Cost*</b>	<b>\$1,892.82</b>
	<b>\$49,296.04</b>

Conversion Charges			
Payroll Conversion, Software Installation and Training (8 hours on-site), Paychex HR Solutions ASO One Time Setup			\$3,900.00
Paychex Expense Manager Setup Fee		\$	-
Preview Hosting Service Setup Charges		\$	-
Additional Training	\$45.00 per hour	1 # hours	N/A
Time and Attendance or Other Interface (quoted on analysis)			N/A
Sales Tax on Conversion Charges (if applicable)	Billing Address State IL		N/A
<b>Total Conversion Charges</b>			<b>\$3,900.00</b>

\* These totals do not include sales tax, if applicable.  
 \*\*Additional payrolls outside normal pay frequency will be charged normal per check fees.

Proposal valid for 60 days. Prices subject to change with advance notification. .  
 Processing fees based on estimate of active employees and/or participants. Exact amount of bill may vary based on actual numbers.

Please initial here to indicate your understanding and agreement with this proposal \_\_\_\_\_

Sales Representative: \_\_\_\_\_



0  
0  
0  
0

**Estimated Fee Schedule for Major Markets**

Company Name:	Date:	7/11/2011
Contact Name:	# Active Employees:	175
Contact Phone:	Frequency:	Biweekly
Sales Rep:		26

**Processing Charges** **Cost/Proc**

Additional Control Group Pricing:

Sub Total of Additional Control Groups:	\$	-
Sub Total of Annualized Charge:	\$	-

Proposal valid for 60 days. Prices subject to change with advance notification. .  
 Processing fee's based on estimate of active employees and/or participants. Exact amount of bill may vary based on actual numbers.  
 Please initial here to indicate your understanding and agreement with this proposal \_\_\_\_\_  
 Sales Representative: \_\_\_\_\_



0  
0  
0  
0

Estimated Fee Schedule		Optional Services	
Company Name:		Date: 7/11/2011	
Contact Name:		# Active Employees:	175
Contact Phone:		Total # of employees (backhaul services):	0
Sales Rep:		Frequency:	Biweekly
<b>Payroll Time and Attendance</b>			
Choose Clock Model:	Ethernet-Barc	# of clocks	0
Time and Labor Online per employee		Delivery Method	A-Ground
Time and Labor Online clock fee		# employees	
			\$0.00
			\$0.00
<b>Total Estimated Annualized Charges</b>			\$0.00
Time and Labor Online Implementation Fee			\$0.00
Clock Delivery (All Clocks One Charge)			\$0.00
Battery w/charger board	0	Badge rack	0
Power over ethernet board	0	Bell relay	0
		# locations	0
		Bar code badges 100/pkg	0
		Battery replacement	0
			\$0.00
			\$0.00
<b>Total Conversion and One Time Charges</b>			\$0.00

Payroll Employee Scheduling Services - See Next Page

\* These totals do not include sales tax, if applicable.

Proposal valid for 60 days. Prices subject to change with advance notification.  
 Processing fee's based on estimate of active employees and/or participants. Exact amount of bill may vary based on actual numbers.  
 Please initial here to indicate your understanding and agreement with this proposal  
 Sales Representative:

Ethernet Barcode	Ethernet-Barc	Ethernet-Barcode			
Biometric	Biometric	Biometric			
			A-Ground		
			B-2nd Day Air- Add Ons only		
			C-Next Day Air-Add Ons only		
TLO Lease					
Time and Labor Online per employee			# employees		\$0.00
Time and Labor Online clock fee					\$0.00
<b>Total Estimated Annualized Charges</b>					
Time and Labor Online Implementation Fee					
Clock Delivery (All Clocks One Charge)					
Battery w/charger board	0	Badge rack	0	# locations	\$0.00
Power over ethernet board	0	Bell relay	0	Bar code badges 100/pkg	\$0.00
				Battery replacement	\$0.00
					\$0.00
<b>Total Conversion and One Time Charges</b>					
TLO Purchase					
Time and Labor Online per employee			# employees		\$0.00
Annual Maintenance Agreement					\$0.00
<b>Total Estimated Annualized Charges</b>					
Time and Labor Online Implementation Fee					
Clock purchase					
Clock Delivery (All Clocks One Charge)					
Battery w/charger board	0	Badge rack	0	# locations	\$0.00
Power over ethernet board	0	Bell relay	0	Bar code badges 100/pkg	\$0.00
				Battery replacement	\$0.00
					\$0.00
<b>Total Conversion and One Time Charges</b>					
TIB					
Time In A Box Monthly Fee, First Clock			# additional clocks	Fee Per Add Clock: \$ 100.00	\$1,920.00
Time In A Box Monthly Fee, Each Additional Clock	-1			Fee Per Lic: \$ 40.00	\$0.00
Additional Software Licenses	0		# additional license(s)		\$0.00
<b>Total Estimated Annualized Charges</b>					
Clock Delivery (All Clocks One Charge)					
Battery w/charger board	0	Badge rack	0	# locations	\$0.00
Power over ethernet board	0	Bell relay	0	Bar code badges 100/pkg	\$0.00
				Battery replacement	\$0.00
					\$0.00
<b>Total One Time Charges</b>					
TIB Accessories					
Badge rack		35.00			
Bar code badges 100/pkg		250.00			
Battery replacement		100.00			
Battery w/charger board		110.00			
Bell relay		175.00			
Power over ethernet board		250.00			

Paychex Employee Screening Services		Select One	Price	Price
Paychex Employee Screening Services	Site Inspection Fee: # of Sites Receiving Results (\$99 per site)	Setup Fee	\$0	\$ -
<b>Criminal Database:</b> Social Security Number Trace, SSN Validation, National Criminal DB (Verified) (a)		1	0	\$ -
<b>Basic Criminal:</b> SSN Validation, National Criminal DB (Verified) (a), 7 Yr Current County of Residence (a)		<input checked="" type="radio"/>	FALSE	\$ -
<b>All County Criminal:</b> Social Security Trace, SSN Validation, 7 Year Criminal - All Counties of Residence (a)		<input type="radio"/>		
<b>Best Practice Criminal:</b> Social Security Trace, SSN Validation, National Criminal DB (Verified) (a), 7 Year all County (a)		<input type="radio"/>		
<b>Comprehensive Criminal:</b> Same as Best Practice Plus Education (highest degree) (b), Employment (up to 3) (b)		<input type="radio"/>		
<b>Healthcare:</b> Social Security Trace, SSN Validation, 7 Year Criminal - All Counties (a), Healthcare Sanctions, National Sex Offender		<input type="radio"/>		
<b>A La Carte</b>		<input type="radio"/>		
Maximum Number of Screens Per Year (Can not exceed 480 if ordering packages)			N/A	N/A
Total Setup Fee			FALSE	\$ -
Total Annualized				\$ -

Transactional/Alphabetical Items	Price	Unit
County Civil Upper & Lower – per county (a)	\$ 14.00	per county
County Criminal Package - 7 years, all counties of residence (a)	\$ 38.50	per screen
Credit - per applicant	\$ 6.50	per report
Criminal Felony & Misdemeanor - Single County (a)	\$ 16.00	per county
Education Report - per institution (b)	\$ 10.00	per institution
Employment Report - per employer (b)	\$ 10.00	per employer
Federal Civil – per district (a)	\$ 11.00	per district
Federal Criminal - per district (a)	\$ 9.00	per district
Federal Criminal Package (a)	\$ 33.50	per screen
Global Sanctions & Enforcement Check	\$ 14.00	per request
GSA	\$ 3.75	per name
Healthcare Sanctions Check – Federal and all states (FACTIS Level 3)	\$ 10.00	per name
MVR Report - per state (c)	\$ 4.75	per state
National Criminal Database Search (Verified) (a)	\$ 12.00	per name
National Sex Offender Search	\$ 10.00	per name
Office of Inspector General's Exclusion List Check (OIG)	\$ 4.00	per name
Professional Licenses Report - per license	\$ 10.00	per license
Professional Reference Check Report - (Qty 1 Reference) - (Standard 6 questions)	\$ 10.00	per reference
Prohibited Parties	\$ 6.00	per name
SSN Trace - per applicant	\$ 3.75	per SSN
SSN Validation	\$ 2.75	per SSN
State Criminal Package (a)	\$ 43.50	per screen
Statewide Criminal Search - per state (a)	\$ 25.00	per state
I-9 Employment Eligibility	\$ 5.00	per SSN

Packages Offered as Transactional	Price	Unit
<b>Criminal Database:</b> Social Security Number Trace, SSN Validation, National Criminal DB (Verified) (a)	\$ 18.50	per applicant
<b>Basic Criminal:</b> SSN Validation, National Criminal DB (Verified) (a), 7 Yr Current County of Residence (a)	\$ 30.75	per applicant
<b>All County Criminal:</b> Social Security Trace, SSN Validation, 7 Year Criminal - All Counties of Residence (a)	\$ 45.00	per applicant
<b>Best Practice Criminal:</b> Social Security Trace, SSN Validation, National Criminal DB (Verified) (a), 7 Year all County (a)	\$ 57.00	per applicant
<b>Comprehensive Criminal:</b> Same as Best Practice Plus Education (highest degree) (b), Employment (up to 3) (b)	\$ 97.00	per applicant
<b>Healthcare:</b> Social Security Trace, SSN Validation, 7 Year Criminal - All Counties (a), Healthcare Sanctions, National Sex Offender	\$ 65.00	per applicant

Transactional/Options	Price	Unit
In-network - Urine Drug Testing - Standard 5 Panel - per applicant – MRO on all non-negatives*(d)	\$ 30.00	per screen
In-network - Urine Drug Testing – Standard 10 Panel – per applicant – MRO on all non-negatives*(d)	\$ 34.00	per screen
Out-of-network - Urine Drug Testing – Service Fee – per applicant (In addition to fee above)	\$ 15.00	per screen

(a) Fees levied by Federal, State, County and other governmental agencies for searches undertaken are included in the pricing except for NY county and state fees, which will be passed through in addition to the fees listed. Additional criminal searches including counties added by Paychex Clients outside of those found by the social trace, including aliases and maiden names will be billed at a la Carte rates.

(b) Fees levied by educational institutions and/or employers and those who have retained third party vendors to respond to requests for verifications of education and employment are included in the pricing.

(c) Fees levied by certain states for motor vehicle records will be passed through to Paychex Clients in addition to the fees charged by HireRight. Pennsylvania & New Hampshire charge additional fees for overnight shipping of requests and results. These states do not accept requests via phone email or fax, such that HireRight must submit requests in writing.

(d) Charges incurred for using One-to-One Setups, Emergency Services, Unclaimed Physicals, and Unclaimed Drug Tests and related service fees will be passed through to client in addition to the fees listed.

\* Price for services performed at LabCorp PSC. Any collection outside of a LabCorp PSC will incur an additional fee.

† Non-negative results include: positive, adulterated, negative dilute, positive dilute, substituted and invalid result.

Please initial here to indicate your understanding and agreement with this proposal \_\_\_\_\_

**Step 1: Read and complete this form.**

**Paychex HR Solutions for Major Markets Agreement – Administrative Service Organization Option**

Company Name \_\_\_\_\_

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

- 1. Term of the Agreement.** This Paychex HR Solutions for Major Markets Agreement – Administrative Service Organization Option (“Agreement”) is entered into between Paychex, Inc. (“Paychex”), located in Rochester, New York and the Company identified above (“Client”). The Agreement will continue until terminated in accordance with its provisions.
- 2. Service Effective Date.** Paychex will not commence any particular service until Paychex receives all documents necessary to begin the service and notifies Client of the date Paychex will commence the service (“Service Effective Date”). Client acknowledges that each service may have separate Service Effective Dates. Until the Service Effective Date, Client will provide for itself the Service requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date.
- 3. Services to be Performed.** Paychex will provide the services set forth in this Agreement (“Services”). Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor will Paychex be deemed a fiduciary of Client or the employer or joint employer of Client’s employees. Paychex will not be responsible for Client’s compliance with, nor will it provide legal or other financial advice to Client, with respect to federal, state, or local statutes, regulations, or ordinances, including, but not limited to, the Fair Labor Standards Act or any state equivalent. Client agrees to comply with any and all applicable federal, state, and local laws or ordinances.
- 4. Client Contacts.** Client will designate payroll contacts that will provide Paychex with information and directives necessary for Paychex to perform the Services (collectively “Client Information”). Client is responsible for the accuracy of Client Information provided by payroll contacts and/or Client.
- 5. Client Information.** Client will execute and/or provide all documentation that Paychex requires to perform its responsibilities under the Agreement including, where necessary, taking all corporate action. Client acknowledges that Paychex may be required to obtain documents necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. Client will provide Paychex with all necessary Client Information pertaining to Client’s employees at least two banking days prior to payroll check date. Client acknowledges that Client is responsible for any delayed remittance of wages, taxes, garnishments, and additional processing Fees incurred as a result of its failure to provide Client Information timely. Paychex shall not be required to obtain authorization from Client to act on Client Information.
- 6. Reliance on Client Information.** Paychex will not be responsible for errors that result from Paychex’ reliance on Client Information.
- 7. Review Reports.** Client will review all reports and documents provided or made available by Paychex and inform Paychex of any inaccuracies within three (3) business days of receipt or availability.
- 8. Remit Reimbursement Amounts.** Client agrees to remit funds to Paychex representing the amount due to pay Client’s employees, remit taxes, or pay garnishments (“Reimbursement Amounts”) through an EFT, or such other payment method as required by Paychex.
- 9. Payment of Fees.** Client will pay all fees, including but not limited to fees for all Paychex Services each pay period and the setup fees (collectively “Fees”) through an Electronic Funds Transfer (EFT) or such other method as required by Paychex when due. Minimum monthly Fees are due in the event Client fails to process a payroll or whose payroll fails to meet the minimum monthly charge during the month. Fees include minimum monthly, insufficient funds, and premium processing fees. Paychex’ Fees are subject to change upon thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client, and Client waives any right to interest that may accrue on any amounts, including but not limited to, Reimbursement Amounts, Fees, and security deposits received by Paychex.
- 10. Electronic Funds Transfer.** If Paychex requires payment of Fees or Reimbursement Amounts (collectively “Amounts Due”) through an EFT, Client (i) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client’s bank account; (ii) agrees that the funds representing the Amounts Due will be on deposit in Client’s bank account in collectible form and in sufficient amount on the day Paychex’ EFT is to be presented (“Funding Deadline”); and (iii) authorizes Paychex to collect all Amounts Due from Client’s bank account on the Funding Deadline. All EFTs are performed in compliance with the National Automated Clearing House Association operating rules (“NACHA”). Client agrees (i) to follow NACHA as they are amended from time to time and assumes the responsibilities of an initiator of EFTs; (ii) that it will not initiate any EFT that violates any law; and (iii) that Paychex may identify Client to banks involved in the EFT. Client further agrees that it will notify Paychex, pursuant to applicable NACHA and federal regulations, if funding for Client’s payroll is received from a foreign financial agency and of any employees with non-US addresses.
- 11. Payment by Wire Transfer or Other Method.** If Paychex requires payment of Amounts Due by a wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the Funding Deadline.

Additional Terms and Conditions pages 2-7.

Client understands that this Agreement (Rev. 6/10) may be considered an application for credit and hereby authorizes Paychex to investigate the credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively “Client’s Credit”). Paychex’ performance of the Services under this Agreement is subject to approval of Client’s Credit. Client warrants that it possesses full power and authority to enter into this Agreement, and has read and agrees to the terms and conditions set forth in sections 1-26 of this Agreement.

Authorized Officer’s Name \_\_\_\_\_ Title \_\_\_\_\_  
PRINT

Authorized Officer’s Signature \_\_\_\_\_ Date \_\_\_\_\_



#### Additional Terms and Conditions

12. **Insufficient or Nonconfirmed Funds.** If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect Amounts Due, including, but not limited to, reissuance of the EFT and assessing insufficient funds Fees. Client acknowledges that Client is responsible for any delay in remittance of wages, garnishments, or taxes if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.
13. **Software Licenses.** Client has received, or may receive, certain computer software related to Services selected by Client, including, but not limited to, Paychex HR Online Software and Paychex Time and Labor Online Software (collectively "Software"). Client agrees that in the event that it does not accept all of the terms and conditions of any and all Paychex Software, and/or third-party Software, and any and all applicable license agreements provided to Client now or in the future, that Paychex will not be obligated to perform Services dependent upon the Software.
14. **Client's Default.** In the event of a Client default, Paychex may, at its sole option, terminate the Agreement, or a portion thereof, without notice and declare all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all advances or overpayments made by Paychex and to pay interest on the advances at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due, including, but not limited to, attorneys' fees (including in-house counsel), court and arbitration costs.
15. **Refund/Adjustment/Overpayment.** Client agrees that Paychex may apply any balances it is holding for Client to Amounts Due owed to Paychex or its affiliates. In the event Paychex remits an overpayment of payroll taxes, Paychex may, at its sole discretion, advance funds to Client. In the event Paychex advances overpayment funds to Client, Client agrees that it will reimburse Paychex for the overpayment within the sooner of five (5) days of (i) receiving the overpayment amount from the taxing authority; or (ii) being notified that the overpayment amount would be applied to an outstanding tax liability of Client; or (iii) the Agreement being terminated by either party.
16. **Termination.** Except as otherwise provided, either party may terminate the Agreement upon thirty (30) days prior written notice. Paychex may immediately terminate the Agreement, or a portion thereof, if: (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) Paychex, in its sole discretion, determines that a material adverse change has occurred in the financial condition of Client; (iii) Client fails to have sufficient funds on the Funding Deadline; or (iv) Paychex determines, in its sole discretion, that any federal, state, or local legislation, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement will not relieve Client of any obligations set forth herein, including, but not limited to, its payment obligations.

In the event that Client terminates the Agreement prior to running its second payroll pursuant to the Agreement, Client agrees that it will pay the setup fee due for each service that it retains. Paychex will credit the total amount of setup fees received pursuant to this Agreement to the setup fees due for each service Client wishes to retain. Client agrees that it may be required to execute a new service agreement for each service it retains prior to termination of this Agreement to avoid an interruption in service.
17. **Limit of Liability.** Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement will be: (i) for Paychex to remit to the appropriate payee the funds received from Client; and/or (ii) for Paychex to reimburse Client or its employees for any interest or penalties assessed by taxing authorities as a direct result of Paychex' breach of the Agreement. Paychex can only be held liable for breach of the Agreement and will not be held liable for (i) any negligent act or omission by Paychex; (ii) the negligence of any other person or entity, including, but not limited to, Client and its employees or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (iii) any loss, claim, or expense arising from any information provided or modified by Client, including, but not limited to, any Client forms, handbooks, manuals, and job descriptions; or (iv) Client's breach of NACHA. Paychex will, under no circumstances, be liable for any special, indirect, incidental, or consequential or punitive damages, including lost profits incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.
18. **Indemnification.** Client will indemnify, defend, and hold Paychex and its respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client Default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of Software; (iii) Client's breach of NACHA; or (iv) Client's breach of any warranty set forth in the Agreement.
19. **Copyright.** Paychex owns all rights, title, and interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights in the Software and any changes, modifications, or corrections to the Software. If Client is ever held or deemed to be the owner of any copyright rights in the Software or any changes, modifications, or corrections to the Software, Client hereby irrevocably assigns to Paychex all such rights, title, and interest. Client agrees to execute all documents necessary to implement and confirm the letter and intent of this Section. Client warrants to Paychex that it (i) has title or is authorized to use any symbol, logo, or mark uploaded by Client or Client's agents or printed on Client's handbooks and checks (collectively "Client Material"); and (ii) has full right and authority to use Client Material, and such use does not violate any other party's rights.
20. **Confidentiality of Software.** Client acknowledges that the Software contains valuable trade secrets and confidential information owned by Paychex or third parties (collectively "Confidential Information"). Client agrees that Client, its employees, and its agents will not, directly or indirectly, (i) sell, lease, assign, sublicense, or otherwise transfer; (ii) duplicate, reproduce, or copy; (iii) disclose, divulge, or otherwise make available to any third party; (iv) use, except as authorized by this Agreement; or (v) decompile, disassemble, or otherwise analyze for reverse engineering purposes the Software or Confidential Information. Client will take appropriate action with Client's employees and agents to satisfy its obligations under this Agreement with respect to the use, protection, and security of Confidential Information. Client will notify Paychex immediately of any unauthorized use or disclosure of Confidential Information and will cooperate in remedying such unauthorized use or disclosure.
21. **Client Confidential Information.** "Client Confidential Information" will mean the name, social security number, date of birth, address, bank, and/or wage information of Client and Client's employees provided to Paychex by Client. Paychex will use reasonable care to prevent the disclosure of such Client Confidential Information to any unauthorized person or entity. Paychex may disclose Client

Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to: (i) perform or offer Services; (ii) offer additional products or services; (iii) perform analysis to determine Client's qualification to receive future services; and (iv) collect Amounts Due and may disclose Client's payment experiences with Paychex to credit reporting agencies and supply vendor references on Client's behalf. Paychex may also disclose Client Confidential Information (i) to its attorneys, accountants, and auditors; and (ii) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The obligations set forth in this section will not apply to any Client Confidential Information that: (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; or (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure.

**22. Governing Law and Arbitration.** The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). Except as provided herein, any dispute arising out of, or in connection with, the Agreement will be determined only by binding arbitration in Rochester, New York, in accordance with the commercial rules of the American Arbitration Association. Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising under the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. The parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each party must only bring claims against each other in their individual capacity. The parties agree that the prevailing party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either party to the Agreement. Paychex may, in its sole discretion, commence an action in any court of competent jurisdiction within the County of Monroe, State of New York, for any monies due and owing from Client to Paychex. Client waives any jurisdictional defenses and submits to the exclusive jurisdiction of the New York courts.

**23. Assignability.** Neither party may assign the Agreement to any third parties, other than successors, without the prior written consent of the other party. Any assignment made without such consent will be null and void.

**24. Signature.** The parties agree that Client's signature on this Agreement may be transmitted to Paychex electronically or by facsimile. The parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.

**25. Miscellaneous.** The Agreement, along with any exhibits, addendums, schedules, and amendments, contains the entire understanding of the parties and supersedes all previous understandings and agreements between the parties for the Services provided, whether oral or written.

Neither party will be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the party's reasonable control. Client acknowledges that there have been no representations or warranties made by Paychex or Client that are not set forth in the Agreement. Paychex may modify any term of the Agreement upon thirty (30) days written notice to Client of such change and the effective date thereof. Client will be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change and pursuant to the Termination provisions. If any provision of the Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not in any way be affected or impaired. Sections 3-25 will survive the termination of the Agreement.

## **26. Product Terms and Conditions**

**Payroll Services.** Paychex will process Client's payroll based solely on Client Information provided by Client, prepare payroll checks drawn on Client's bank account or as otherwise directed by Client in this Agreement, prepare payroll reports for each payroll processed by Client, and provide the payroll reports, checks, and/or payroll check stubs to Client for review and distribution. Paychex will prepare payroll tax returns for taxes identified on the Payroll Cover Letter and deliver to Client for the Client to review, sign, and file. Paychex will not be responsible for the remittance of payroll taxes or other taxes, or for the filing of tax returns for Clients who select not to receive the Taxpay<sup>®</sup> service.

**Taxpay<sup>®</sup>.** On or before Client's check date, Paychex will (i) process EFT transactions for such amounts as are necessary to pay the payroll taxes that are specifically identified on the Payroll Cover Letter; (ii) hold such amounts in a separate Paychex account until such time as these amounts are due to the appropriate taxing authorities; and (iii) prepare, sign, and file with proper taxing authorities all returns for such taxes on an ongoing basis. Paychex is not responsible for the payment of taxes or the filing of returns prior to the Taxpay Service Effective Date, or for payroll taxes that Paychex did not collect from Client.

**State Unemployment Insurance Service (SUIS).** Paychex will provide the following services relating to unemployment insurance: claim and appeal processing, pre-hearing preparation, analytical review of voluntary contributions, and charge statement balancing. Client agrees to complete applicable Power of Attorney and Record of Address forms where needed. Client can request and authorize Paychex to appear and represent Client by telephone at any unemployment insurance hearing for a specified employee ("SUI Representation Service"), provided the state in which the hearing is being held will allow such representation. The SUI Representation Service will be performed only for any unemployment insurance hearing regarding the specified employee. By representing Client at any unemployment insurance hearing for the specified employee, Paychex is not acting as Client's attorney nor will Paychex provide Client legal advice. Paychex does not guarantee the outcome of the hearing. Paychex expressly reserves the right to decline the Client's request to represent Client at the unemployment insurance hearing. Client expressly agrees that the SUI Representation Service will be performed pursuant, and subject to, the terms of the Agreement.

**Premium Only Plan (POP).** Paychex will act as Plan Service Provider for Client's POP. Paychex will provide Client with the following Plan installation documentation: (i) Basic Plan Document; (ii) Adoption Agreement; and (iii) Summary Plan Description. Client acknowledges that Client is responsible for (i) reviewing and signing the Adoption Agreement setting forth the terms and conditions of the

Plan; and (ii) distributing the Summary Plan Description to Plan participants. Paychex will perform the calculations for the Key Employee Concentration Test. Client is solely responsible for all other testing. If Client has a Health Savings Account (HSA), the pretax salary reductions for Client's HSA will not be incorporated into the compliance testing results. Client will be solely responsible for any aggregate testing. Client acknowledges that if the Plan fails the testing as outlined above, the Client is responsible for correcting the failure and bringing the Plan into compliance with the applicable requirements as defined in section 125 of the Internal Revenue Code.

#### Flexible Spending Account (FSA).

- a. **Plan Documents.** Paychex will act as Plan Service Provider for Client's FSA Plan. Paychex will provide Client with the following Plan installation documentation: (i) Basic Plan Document; (ii) Adoption Agreement; and (iii) Summary Plan Description. Client acknowledges that Client is responsible for (i) reviewing and signing the Adoption Agreement setting forth the terms and conditions of the Plan; and (ii) distributing the Summary Plan Description to Plan participants.
- b. **Compliance Testing.** Paychex will perform the calculations for the Key Employee Concentration Test, Average Benefits Test, and Owner's Test (if applicable). If Client has a HSA, the pretax salary reductions for Client's HSA will not be incorporated into the compliance testing results. Client will be solely responsible for any aggregate testing. Client acknowledges that if the Plan fails the testing as outlined above, the Client is responsible for correcting the failure and bringing the Plan into compliance with the applicable requirements as defined in section 125 of the Internal Revenue Code.
- c. **Claim Reimbursement.** Paychex will review participant General Purpose FSA claims for reimbursement pursuant to the Plan. In the event that Client has an HSA, the FSA shall be considered a Limited Purpose FSA and participants are restricted to submitting claims to the Limited Purpose FSA as authorized under the then current Internal Revenue Code. Paychex shall not review claims submitted by participants to the Limited Purpose FSA to determine whether the submitted claim is an authorized reimbursement under a Limited Purpose FSA or whether the claim should have been submitted through the HSA. The participant is solely responsible for maintaining their eligibility under the HSA.
- d. **Direct Deposit for FSA Reimbursement.** Paychex will provide direct deposit capability for FSA reimbursements for Client's employees. If Client's employees use direct deposit for FSA reimbursements, Paychex will process EFTs, or such other payment methods as Paychex may require, for such amounts as are necessary to reimburse Client's employees for FSA claims. All debited amounts are held in an account established by Paychex for approximately three (3) business days until funds are deposited to employees' accounts as specified by each employee. Any credit or interest earned on said funds will be applied to administrative costs of Paychex.
- e. **FSA Debit Card.** Paychex will provide Client access to a stored value processing system provided by a third party vendor. Client's employees who elect to utilize the Paychex FSA Debit Card ("FSA Debit Card Users") will have access to their flexible spending accounts in accordance with a cardholder agreement executed by the FSA Debit Card User with the third party vendor. Client authorizes Paychex to provide to its agents and subcontractors information pertaining to Client and Client's employees who elect to utilize the FSA Debit Card as is necessary to provide the FSA Debit Card Service. The FSA Debit Card may only be used at specified locations and for

certain services or items. FSA Debit Card Users will be required to provide Paychex with back up documentation. In the event that Client's employees fail to provide substantiation of their claim, or if an expense is ineligible, Client will be solely responsible for recouping from its employees any money used for these expenses. Paychex will process EFT transactions from Client's designated bank account for such amounts as are necessary to pay Client's employees for authorized items purchased using their FSA Debit Card. Client will provide Paychex with information pertaining to co-pays, if any, that its employees pay. Upon receipt of co-pay information, Paychex may adjudicate claims that match the co-pays without requiring additional paperwork in most instances, based solely on merchant terminal coding. Client will update co-pay information in the event it changes. Client will provide Paychex with the company's plan information.

- f. **FSA Plan Conversion Services.** In the event Client is converting from its current Plan Documents ("Current Plan") to Plan Documents provided by Paychex ("Conversion Client"), the Service Effective Date may be no earlier than the date the current Plan is restated to the Plan Documents provided by Paychex. Client acknowledges that Paychex has no recordkeeping or third-party administrative responsibilities, express or implied, for the Client's Plan until the Service Effective Date. Paychex does not warranty or guarantee that any of the features in the Current Plan's plan documents are included in the Plan Documents provided by Paychex. Client shall be solely responsible for verifying that its Current Plan's benefits, rights, and features are included in the Plan Documents provided by Paychex. If Client determines that certain benefits, rights, or features in its Current Plan are not available in the Plan Documents provided by Paychex, Client is solely responsible for (i) explaining such differences to its Participants; and (ii) correcting any Plan Document or operational failures that arose prior to or directly as the result of the Current Plan's restatement. Client will be responsible for ensuring the prior recordkeeper provides Paychex with all of the required account balance history and related information. Client shall provide all required information for completing the conversion process to set up the Plan in a form and manner acceptable to Paychex. Client authorizes Paychex to use the required information to set up the Plan and is directed to rely on the information to review and reimburse claims submitted during the remainder of the Plan Year in which Client becomes a Conversion Client and grace period if applicable.

**Direct Deposit.** Paychex will process EFT transactions, one or more banking days prior to Client's check date, for such amounts as are necessary to pay Client's employees. Such amounts are to be held in an account established by Paychex until Client's check date, when funds will be deposited to employee accounts as specified. Certain accounts may have restrictions on deposits and withdrawals. Paychex is not responsible for determining whether an account is suitable for direct deposit of requested EFT transactions.

**Readychex<sup>®</sup>.** Paychex will (i) process EFT transactions, one or more banking days prior to Client's check date, for such amounts as are necessary to pay Client's employees; (ii) hold such amounts in an account established by Paychex until Client's check date; and (iii) draw checks payable to Client's employees on Client's check date and provide those checks to Client. Client will distribute checks on check date or thereafter. Checks distributed to employees before check date will not be honored and it will be Client's responsibility to pay the employees. If Client's employee fails to present a check for payment within six (6) months of check date ("Stale Check"), Paychex will

refund the amount debited for the Stale Check back to Client minus any balances owed by Client and charge a fee for the transfer of the Stale Check funds back to Client. Client will be solely responsible for remitting to its employee, or former employee, any amounts due and following any state unclaimed property laws in regards to outstanding employee funds. In the event that a Readycheck check is lost, stolen, destroyed, or otherwise not able to be cashed ("Voidable Readycheck"), Client agrees to notify Paychex immediately and request the check to be voided. Client agrees to return any Voidable Readycheck checks for which a refund has been requested or issued if it should be ultimately found or discovered. If the voided check is cashed, negotiated, or otherwise presented for payment, and the financial institution that the Readycheck check is drawn upon requires a lost/stolen check affidavit, Client agrees that Client is responsible for producing the affidavit.

**Check Signing.** In lieu of Readycheck, Paychex will use Client's signature to create a computer-generated facsimile that will display on each of Client's payroll checks each payday and to place Client's logo on the checks if Client so directs. Client warrants that Client is the owner of any logo it authorizes Paychex to use, has full right and authority to use it on its payroll checks, and that such use does not violate any other party's rights.

**Garnishment Payment Service.** Paychex will process EFT transactions, one banking day prior to Client's check date, for Client's employees' garnished wages as are necessary to remit to the appropriate entities. Client will provide Paychex with a garnishment order for each employee for whom wages are to be garnished. Paychex will hold garnished wages in a separate account established by Paychex until such time as the amounts are due. Client remains solely responsible for the correct calculation of the amount to garnish from its employees' wages.

**New Hire Reporting.** Paychex will report new employee information that is mandated by federal and state regulations.

**Paychex® Employee Management Services.**

- a. **Handbook Policies.** Paychex will: (i) provide Client access to its standard handbook policies ("Handbook Policies"); (ii) provide semiannual updates to Client at Client's request ("Handbook Policy Updates"); (iii) modify Handbook Policies or add policies to the Client handbook as requested by Client (collectively "Additional Handbook Policies"); and (iv) provide Client an agreed upon number of Client handbooks containing the specific Handbook Policies and Additional Handbook Policies requested by Client.
- b. **Review and Update of Handbook Policies.** Paychex updates its standard Handbook Policies semiannually based on a review of applicable federal and state statutes and regulations then in effect.
- c. **Additional Handbook Policies.** Paychex will not review Additional Handbook Policies or any policies that Client requested be translated (collectively "Non-Reviewable Policies") for compliance with applicable federal and state statutes and regulations then in effect. Paychex will not support the Non-Reviewable Policies with its ongoing semiannual reviews or resulting Handbook Policy Updates. Client is solely responsible for ensuring that the Non-Reviewable Policies are in compliance with applicable laws.
- d. **Ownership of Handbook Policies.** Paychex owns all rights, title, and interest, including all intellectual property rights in the Handbook Policies and Handbook Policy Updates. Paychex will not seek to register copyright rights in the Additional Handbook Policies. If Client is ever held or deemed to be the

owner of any copyright rights in the Handbook Policies and Handbook Policy Updates, Client irrevocably assigns to Paychex all such rights, title, and interest. Client will execute all documents necessary to implement and confirm the letter and intent of this section. Paychex grants to Client a limited, non-exclusive license to make a derivative work of the Handbook Policies for the Client's internal use only. In the event Client makes a derivative Client handbook, the copyright notice will remain in the name of Paychex. The limited license to prepare a derivative work does not include the license or authority to sell or otherwise distribute the Client handbook or any derivative work to any third party.

- e. **Use of Client Logo and Preparation of Derivative Work.** If Client authorizes Paychex to print Client's logo on the Client handbook or Client prepares a derivative work of the handbook, Client warrants and represents to Paychex that Client is the owner or licensee of the logo and/or Additional Handbook Policies, has full right and authority to use the logo and/or Additional Handbook Policies, and that such use does not violate any other party's rights. Client will indemnify, defend, and hold Paychex harmless from and against any and all claims and damages (including attorneys' fees) arising from its breach of its warranty.

**COBRA Administration.** Paychex will perform certain federal COBRA and state continuation administrative functions for medical, dental, vision, or prescription drug coverage plans ("Eligible Plans") on Client's behalf ("COBRA Administration"). Client will notify Paychex when an employee is (i) no longer on its payroll; (ii) terminated from coverage under the Eligible Plan; or (iii) receiving a reduced level of health care coverage under the Eligible Plan; and Client will identify Eligible Plans of the employee to Paychex (collectively "Required Notifications"). Paychex will assist Client in determining if a matter is a qualifying event once Client provides Paychex with the Required Notifications and will begin COBRA Administration on Client's behalf, if required. If the qualified beneficiary subsequently elects COBRA coverage, Client will be solely responsible for submitting the premium for the qualified beneficiary directly to the Eligible Plan insurance carrier. The qualified beneficiary will be required to pay the monthly premium directly to Paychex and Paychex will reimburse Client the premium collected from the qualified beneficiary less an administrative Fee. Paychex receives bank credits and/or earnings ("Earnings") from the premiums received. The amount of Earnings received by Paychex will fluctuate based on the average monthly balance of the premiums multiplied by the thirty (30)-day British London Interbank Offered Rate minus forty (40) basis points. Client acknowledges that Paychex may retain such Earnings as additional compensation for COBRA Administration under this Agreement. In the absence of Earnings, Client acknowledges that the other Fees paid to Paychex under this Agreement would be greater.

**Paychex® Employee Screening Services.** Client acknowledges that, for an additional Fee, the Paychex Employee Screening Services are performed by a third party vendor of Paychex. Client agrees to remit payment directly to Paychex. Client will be eligible for such program so long as Client: (i) remains a Client of Paychex; (ii) complies with the terms of this Agreement; and (iii) executes and complies with the terms of any agreement the third party vendor shall require.

**Safety Service.** As requested by Client, Paychex will conduct a safety interview with Client and obtain a description of Client's operations. Based on the information provided by Client, Paychex will assist Client in identifying general safety hazards and applicable OSHA standards and assist Client in the development of written safety plans

and corresponding safety training. Paychex will consult with Client to promote a safe work environment. Client will report to Paychex any changes to its operations that will change its safety hazards, applicable OSHA standards, or written safety plans. As required by OSHA, Client is ultimately responsible for the work-related health and safety of its employees. Client will remain solely responsible for compliance with all federal, state, and local laws regulating employee safety and health issues and any citations, penalties, or costs associated with noncompliance.

**Employee Assistance Program.** Paychex will, through a third party, provide limited pre-paid counseling, benefit awareness, critical incident stress debriefing, and legal referral to Client's employees.

**Human Resource Services.** Paychex will provide human resource support that may include assistance with the prevention and resolution of human resource issues and management training. Paychex is not engaged in rendering legal advice. Client is ultimately responsible for compliance with all federal, state, and local employment laws and any citations, penalties, or costs associated with noncompliance. Client acknowledges that Paychex is not providing legal advice, and to the extent that legal advice is required, Client should consult with an attorney.

**Paychex<sup>®</sup> HR Online.** Paychex will provide Paychex HR Online, an Internet-based human resource information system, and Paychex eServices Update Agent, a PC based software program that enables the transfer of information between Paychex eServices products and Paychex' Preview payroll software. Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("HR Online License") to use all computer programs and related documentation (collectively "Paychex HR Online Software") from the Web server location of Paychex' choice. Client agrees and acknowledges that the Paychex HR Online Software and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's employees. Client further authorizes Paychex to access Client's HR Online account to perform administrative functions as necessary to provide this service.

**Preview<sup>®</sup> Hosting Service.** Paychex will provide a hosting environment for Client to access the Paychex Preview software application ("Preview") through the Internet using a third party application as an alternative to installing Preview on Client's computer. Upon termination of the Preview Hosting Service or the Agreement, (i) Paychex will provide Client a copy of Client's payroll data stored in the hosted environment and a copy of the then current Preview software; and (ii) Client will continue to have access to Preview and Client's payroll data for fourteen (14) days. Use of Preview following termination will be subject to the then current Preview software licensing agreement.

**Paychex Time and Labor Online (TLO).** For an additional Fee, Paychex will provide Paychex Time and Labor Online services, an Internet-based time and attendance system used for collecting time and earnings for import into payroll software. Paychex may require access to Client's computer systems and or Client's TLO account to assist in configuration, provide ongoing support, and perform administrative functions necessary to provide the service and Client consents to and authorizes such access.

a. **TLO License and Software.** Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("TLO License") to use all computer programs and related documentation (collectively "TLO Software") from the Web server location chosen by Paychex. Client may only use the TLO Software in accordance with the terms of this Agreement. Access to the TLO Software will end upon termination of this Agreement, and

Client agrees that all TLO Software rights remain the sole and exclusive property of Paychex.

b. **TLO Leased Equipment.** In the event that Client leases Time Clocks and/or other equipment from Paychex ("Leased Equipment") Client agrees that (i) Leased Equipment is the sole and exclusive property of Paychex; (ii) Client has no right, title, or interest in any Leased Equipment except as stated in this Agreement, (iii) Client cannot transfer, sell, or in any way encumber Leased Equipment; (iv) Leased Equipment is not a fixture, and (v) Client will not allow any other party to file any lien or security interest on Leased Equipment. Upon demand by Paychex, Client agrees to deliver to Paychex any and all documents to protect or record Paychex' interest in Leased Equipment. If permitted by applicable law, Paychex may file any such documents or instruments signed only by Paychex.

Client agrees (i) not to damage the Leased Equipment and, (ii) to return to Paychex all Leased Equipment in its original condition, normal wear and tear excepted, within ten (10) business days of termination of this Agreement. If Client fails to return the Leased Equipment in the time required, or damages the Leased Equipment beyond normal wear and tear, Client will be charged a Fee equivalent to the current retail price.

c. **Fees.** Client agrees to make Fee payments for (i) the TLO services; and (ii) any Leased Equipment. The Fee for the Leased Equipment includes support and maintenance services.

d. **Compliance with applicable law.** Client agrees that it shall be solely responsible for compliance with all applicable laws in connection with the use of TLO (TLO services, TLO Software, and any Leased Equipment or equipment purchased from Paychex) including, without limitation, state and federal wage and hour laws and laws relating to collection, storage and use of biometric information. Client agrees that the TLO services and TLO Software are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's employees.

**Paychex<sup>®</sup> Expense Manager.** For an additional Fee, Paychex will provide Client with a hosted employee expense reimbursement system which allows Client to manage the reimbursement of employee expenses. Paychex may utilize a third party vendor to host the application. Client shall inform Paychex if Client wishes to use Paychex Expense Manager. Client understands that reimbursements may be paid, at Client's election, via one or both of the following options: (i) through Client's payroll, or (ii) separate from payroll, through an EFT managed by the third party vendor. Clients electing to reimburse through EFT, separate from payroll, acknowledge that there is an additional setup fee and a fee for each EFT. The initial setup fee and per-transaction fee for reimbursement via EFT is collected directly by the third party vendor or its agent. Client agrees that it shall execute and comply with any required documentation of the third party vendor or its agent prior to receiving reimbursement via EFT. Client acknowledges that there is no reconciliation of reimbursement data between Preview and Paychex Expense Manager.

**Paperless Payroll.** Paychex will suppress Client's employees' direct deposit check stubs and/or Client's payroll reports from printing. The Paperless Payroll service requires that Client have Paychex HR Online. Client acknowledges that each state has separate laws and regulations governing Client's obligation to distribute payroll check stubs to its employees and/or to retain copies of payroll check stubs or the information on the payroll check stubs. Paychex will not be responsible for Client's compliance with, nor will it provide legal or other financial advice to Client with respect to federal, state, and local laws or ordinances governing the distribution or retention of payroll

check stubs. Client is solely obligated to comply with any and all applicable federal, state, and local laws or ordinances governing the distribution or retention of payroll check stubs.

**Tax Credit Analysis Service.** Client acknowledges Paychex will review Client's payroll information to determine Client's eligibility for various federal and/or state location based tax credits available to eligible business owners through various federal and state tax credit programs. If Client appears eligible for a tax credit, Paychex may contact Client to explain the Paychex Tax Credit Service that is available for an additional charge.

**Retirement Services.** Paychex will perform third-party record-keeping, reporting, and other administrative services for Client's Qualified Retirement Plan as set forth in the Paychex Retirement Services Agreement. Client must execute the separate Retirement Services Agreement in order to receive the Retirement Services.

**Insurance Payment Service.** Paychex and/or Paychex Insurance Agency, Inc. will perform health administrative services for Client as set forth in the Paychex Health and Benefits Services Agreement. Availability of the Insurance Payment Service is dependent on insurance carrier selection and/or carrier underwriting requirements. Client must execute a separate Paychex Health and Benefits Services Agreement in order to receive the Insurance Payment Service.

**Workers' Compensation Payment Service.** Paychex and/or Paychex Insurance Agency, Inc. will perform workers' compensation payment services for Client as set forth in the Paychex Workers' Compensation Payment Service Agreement. Availability of the Workers' Compensation Paychex Service is dependent on insurance carrier selection and/or carrier underwriting requirements. Client must execute a separate Paychex Workers' Compensation Payment Service Agreement in order to receive the Workers' Compensation Payment Service.

**Step 2: Designate at least one checking account. For consolidated clients using more than one account for Taxpay®, indicate a Primary Account.**

**Checking Account Designation**

Company Name \_\_\_\_\_

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Designate the checking account that will be used by Paychex to perform the following Services, pursuant to the service Agreement between the parties, by submitting a voided check (*check one or more Services*), or to verify that Paychex may use the existing bank account on file, initial and select the applicable Services below:

\_\_\_\_\_  
INITIALS Initial here and check the Service(s) below to confirm that Paychex may use the current account information on file to perform Services. A voided check is not needed.

- Taxpay®       Payment for Paychex Services    Garnishments    Employee Screening Services  
 Primary Account

- Net Employee Payroll       COBRA/State Continuation Premium Refund    Paychex Expense Manager
- 

**Checking Account Designation**

Office/Client Number \_\_\_\_\_

Designate the checking account that will be used by Paychex to perform the following Services, pursuant to the service Agreement between the parties, by submitting a voided check (*check one or more Services*), or to verify that Paychex may use the existing bank account on file, initial and select the applicable Services below:

\_\_\_\_\_  
INITIALS Initial here and check the Service(s) below to confirm that Paychex may use the current account information on file to perform Services. A voided check is not needed.

- Taxpay®       Payment for Paychex Services    Garnishments    Employee Screening Services  
 Primary Account

- Net Employee Payroll       COBRA/State Continuation Premium Refund    Paychex Expense Manager
- 

**Checking Account Designation**

Office/Client Number \_\_\_\_\_

Designate the checking account that will be used by Paychex to perform the following Services, pursuant to the service Agreement between the parties, by submitting a voided check (*check one or more Services*), or to verify that Paychex may use the existing bank account on file, initial and select the applicable Services below:

\_\_\_\_\_  
INITIALS Initial here and check the Service(s) below to confirm that Paychex may use the current account information on file to perform Services. A voided check is not needed.

- Taxpay®       Payment for Paychex Services    Garnishments    Employee Screening Services  
 Primary Account

- Net Employee Payroll       COBRA/State Continuation Premium Refund    Paychex Expense Manager

**Step 3: Provide setup information and fee payment for Paychex Employee Screening Services.**

**Paychex Employee Screening Services**

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Sales Rep \_\_\_\_\_ Rep # \_\_\_\_\_

Sales Rep E-mail \_\_\_\_\_

**Product Type Package:**

- Criminal Database    Basic Criminal    All County    Best Practice Criminal
- Comprehensive    Healthcare    À la carte

**Package Level:**

<input type="checkbox"/> Level 0-12	<input type="checkbox"/> Level 13-24	<input type="checkbox"/> Level 25-60
<input type="checkbox"/> Level 61-96	<input type="checkbox"/> Level 97-144	<input type="checkbox"/> Level 145-192
<input type="checkbox"/> Level 193-240	<input type="checkbox"/> Level 241-300	<input type="checkbox"/> Level 301-360
<input type="checkbox"/> Level 361-420	<input type="checkbox"/> Level 421-480	

Drug Testing    Yes    No

I-9 Verification    Yes    No

Motor Vehicle Registration Report    Yes    No

**Setup**

\$ \_\_\_\_\_ Fee

\$ \_\_\_\_\_ Inspection Fee (\$99 per site)

\$ \_\_\_\_\_ First Month's Service Fee (*If payment not included, you will be billed*)

\$ \_\_\_\_\_ Total

**Select one of the options below for total setup fee payment.**

**Electronic Payment**

**Check**   Check Number \_\_\_\_\_   Amount of Check \$ \_\_\_\_\_

Note: Be certain your firewall is set up to receive e-mails from HireRight at [customersupport@hireright.com](mailto:customersupport@hireright.com).

**Attach setup fee check here.**



**Step 4: Complete all applicable information.**

**Client Information Form**

Office/Client Number \_\_\_\_\_  
 Federal ID Number \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Representative No. \_\_\_\_\_ District No. \_\_\_\_\_

Company Name \_\_\_\_\_  
 DBA Name \_\_\_\_\_  
 Billing Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Delivery Address \_\_\_\_\_  
IF DIFFERENT FROM ABOVE, PO BOX IS NOT ACCEPTABLE FOR DELIVERY ADDRESS  
 City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Company Contact \_\_\_\_\_ Decision Maker \_\_\_\_\_  
IF DIFFERENT FROM COMPANY CONTACT

Telephone (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Fax (\_\_\_\_) \_\_\_\_ - \_\_\_\_ E-mail \_\_\_\_\_

Nature of Business \_\_\_\_\_ Business Activity Code \_\_\_\_\_

Payroll Frequency \_\_\_\_\_ Source of Business \_\_\_\_\_

First Paychex HR Solutions Run Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ First Paychex HR Solutions Check Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Organization Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Number of Employees \_\_\_\_\_  SUI Exempt  FUTA Exempt

Controlled Ownership  Yes  No *(If yes, provide all payroll numbers below; attach additional page if necessary)* Combo Client  Yes  No

Parent Office/Client Number \_\_\_\_\_ Fed ID \_\_\_\_\_

Child Office/Client Number \_\_\_\_\_ Fed ID \_\_\_\_\_

Child Office/Client Number \_\_\_\_\_ Fed ID \_\_\_\_\_

Child Office/Client Number \_\_\_\_\_ Fed ID \_\_\_\_\_

State Information *(Provide all states and number of employees in each state; attach additional page if necessary)*

State \_\_\_\_\_ Number of EEs \_\_\_\_\_ SUI ID Number \_\_\_\_\_

State \_\_\_\_\_ Number of EEs \_\_\_\_\_ SUI ID Number \_\_\_\_\_

State \_\_\_\_\_ Number of EEs \_\_\_\_\_ SUI ID Number \_\_\_\_\_

Client has requested a presentation on  Flexible Spending Account  401(k)  
 Client has an existing Paychex plan for  Flexible Spending Account  401(k) \_\_\_\_\_  
INVESTMENT PROVIDER

**Paychex Information** Setup Fee \$ \_\_\_\_\_

Payroll Representative \_\_\_\_\_  
 HR Representative \_\_\_\_\_  
 HRS Sales Representative \_\_\_\_\_  
 Hub Contact \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 AS/CSR Supervisor \_\_\_\_\_  
 E-mail \_\_\_\_\_

Select Client Type:  
 New Client  
 Transfer Client *(select one)*  
 Core \_\_\_\_\_ / \_\_\_\_\_  
PREVIOUS OFFICE/CLIENT NUMBER  
 MMS \_\_\_\_\_ / \_\_\_\_\_  
PREVIOUS OFFICE/CLIENT NUMBER  
 Paychex HR Solutions  
 \_\_\_\_\_ / \_\_\_\_\_  
PREVIOUS OFFICE/CLIENT NUMBER  
 Advantage  InterPay

HRS Use Only	
BIS ID	Actual First Run Date

**Step 5: Select organization type and list all employees who meet the criteria outlined in each box.**

**Compliance Information**

Company Name \_\_\_\_\_

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Check here if your company has a POP, as defined in section 125 of the Internal Revenue Code, with a provider other than Paychex. If the box above is checked, Client must provide Paychex with the pretax and post-tax POP status with which employees should be setup.

Effective Date of Premium Only Plan \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ First Check Date of Premium Only Plan \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Core Medical  Dental  Vision  Group Term Life  Short Term Disability  Long Term Disability  Accidental Death

**C-Corporation**  
 **Limited Liability Corporation**

A. **>5% Stockholder/Owner** – All employees who own, directly or indirectly, more than 5% of the company (current year only).  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

B. **>1% Stockholder/Owner** – All employees who own, directly or indirectly, more than 1% of the stock, capital, or profits of the company and earn more than \$150,000 annually.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

C. **Officer** – Any employee of the company who has the authority of an administrative executive and earns more than \$160,000 annually.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

D. **Family Members** – All employees who are family members of the 5% Stockholder/Owner and 1% Stockholder, including Spouse, Parent, Grandparent, and Child.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

**Partnership**  
 **Limited Liability Partnership**

A. **Partners**  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

B. **Family Members** – All employees who are family members of ineligible participants, including Spouse, Parent, Grandparent, and Child.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

**Note:** Individuals listed in A and B are excluded from participating in a Premium Only Plan.

C. **Officer** – Any employee of the company who has the authority of an administrative executive and earns more than \$160,000 annually.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

**Sole Proprietorship**

A. **Sole Proprietor**  
 1. \_\_\_\_\_

B. **Family Members** – All employees who are family members of ineligible participants, including Spouse, Parent, Grandparent, and Child.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

**Note:** Individuals within this category are excluded from participating in a Premium Only Plan.

**S-Corporation**

A. **>2% Stockholder/Owner**  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

B. **Family Members** – All employees who are family members of ineligible participants, including Spouse, Parent, Grandparent, and Child.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

**Note:** Individuals listed in A and B are excluded from participating in a Premium Only Plan.

C. **Officer** – Any employee of the company who has the authority of an administrative executive and earns more than \$160,000 annually.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

D. **>1% Stockholder/Owner** – All employees who own, directly or indirectly, more than 1%, but less than or equal to 2%, of the stock, capital, or profits of the company and earn more than \$150,000 annually.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

**Other**  
 Specify: \_\_\_\_\_

**Step 6: Complete both sections of this form.**

**Signature Form**

**Handbook Signature**

I do NOT want my signature printed in the Handbook. \_\_\_\_\_  
INITIALS

OR

Using a blue or black ink pen, sign twice and print your name below.

**Single Signature**

Use when one signature is required.  
To ensure signature quality, stay within the brackets.


**Print Name**

\_\_\_\_\_

Company Name \_\_\_\_\_

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

**Double Signatures**

Use when two signatures are required.  
To ensure signature quality, stay within the brackets.

PERSON 1		
PERSON 2		
PERSON 1		
PERSON 2		

**Print Names**

\_\_\_\_\_  
\_\_\_\_\_

---

**Payroll Signature**

\_\_\_\_\_ Readychex. No signature is required, proceed to the next step.  
INITIALS

OR

\_\_\_\_\_ Check Signing. Using a blue or black ink pen, sign twice and print your name below.  
INITIALS

**Single Signature**

Use when one signature is required.  
To ensure signature quality, stay within the brackets.


**Print Name**

\_\_\_\_\_

**Double Signatures**

Use when two signatures are required.  
To ensure signature quality, stay within the brackets.

PERSON 1		
PERSON 2		
PERSON 1		
PERSON 2		

**Print Names**

\_\_\_\_\_  
\_\_\_\_\_

**Step 7: If you choose to have your company logo printed on your checks, follow these instructions.**

**Logo Service**

Company Name \_\_\_\_\_

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

**Logo Service - Signing up is simple!**

Provide your Paychex Representative with a clear electronic copy of your logo that meets the following specifications:

- Select the size with the best quality
- No smaller than 6" x 6" at 72 dpi (dots per inch)
- Provide a .pdf, .eps, or .jpg files, if possible

**For Paychex Use Only**

Submit the logo file using the Check  
Logo Request Form (CS0010).

Step 8: Read and complete this form.

**Organization Resolution  
Adopting Paychex Employee Benefit Plan**

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

By action of the [Board of Directors] [Partnership/Membership] of \_\_\_\_\_, a  
(COMPANY NAME)  
\_\_\_\_\_, taken on \_\_\_\_\_, the following resolutions were duly adopted.  
(ORGANIZATION TYPE) (DATE)

WHEREAS, the [Board of Directors] [Partnership/Membership] of this organization has considered the salient features of the following employee benefit plan:

- Premium Only Plan

which, when executed and carried out, will provide benefits to its employees and their beneficiaries; and

WHEREAS, it is believed that the adoption of the above-designated Plan will encourage continuous employment and employee loyalty, in the mutual interest of the employees and the organization; and

THEREFORE, IT IS RESOLVED, that the [Board of Directors] [Partners/Members] of this organization hereby adopt(s) the Plan designated above and do(es) hereby authorize the [proper officers] [General Partner/Member] to execute an Adoption Agreement setting forth the terms and conditions of the selected Plan; and it is

FURTHER RESOLVED, that Paychex is hereby appointed as Plan Service Provider to serve for such term(s) and to have such powers and duties as set forth in the Plan and the applicable administrative service agreement(s); and it is

FURTHER RESOLVED, that the Plan shall be effective for the Plan Year ending 20\_\_\_\_; and it is  
(YEAR)

FURTHER RESOLVED, that for the Plan adopted pursuant to this Resolution, that \_\_\_\_\_  
(ADOPTING EMPLOYER or DESIGNATED INDIVIDUAL)  
be and hereby is designated as Plan Administrator, and \_\_\_\_\_ be and hereby is  
(DESIGNATED INDIVIDUAL)  
designated as Trustee.

IN WITNESS WHEREOF, I have executed this Resolution this date of \_\_\_\_\_  
(MONTH/DAY/YEAR)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE) (PRINTED NAME) (PRINTED TITLE)



**For Paychex use only.**

**Paychex HR Solutions for Major Markets  
Setup Kit Checklist**

<p><b>Office/Client Number</b> _____</p> <p><b>Previous Office/Client Number</b> _____ <small style="margin-left: 200px;">IF APPLICABLE</small></p> <p><b>Client Name</b> _____</p> <p><i>Refer to setup procedures for specific product requirements.</i></p> <p><b>Document Checklist</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Paychex HR Solutions for Major Markets Agreement – Administrative Service Organization Option</li> <li><input type="checkbox"/> Checking Account Designation</li> <li><input type="checkbox"/> Paychex Employee Screening Services</li> <li><input type="checkbox"/> Client Information</li> <li><input type="checkbox"/> Compliance Information</li> <li><input type="checkbox"/> Signature Form</li> <li><input type="checkbox"/> Logo Service</li> <li><input type="checkbox"/> Organization Resolution Adopting Paychex Employee Benefit Plan (POP)</li> </ul>	<p><b>Payroll Client Status</b></p> <p><input type="checkbox"/> New      <input type="checkbox"/> Current</p> <hr/> <p><b>First Paychex HR Solutions Check Date</b> ___ / ___ / ___</p> <p><i>Check all products Client is currently using.</i></p> <p><b>Product List for Current Client</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Preview® Hosting Service</li> <li><input type="checkbox"/> Paychex® HR Online</li> <li><input type="checkbox"/> Time and Labor Online</li> <li><input type="checkbox"/> Paychex® Expense Manager</li> <li><input type="checkbox"/> Taxpay®</li> <li><input type="checkbox"/> State Unemployment Insurance Service (SUIS)</li> <li><input type="checkbox"/> Premium Only Plan (POP)</li> <li><input type="checkbox"/> Flexible Spending Account (FSA)</li> <li><input type="checkbox"/> Paychex® Retirement Services</li> <li><input type="checkbox"/> Direct Deposit</li> <li><input type="checkbox"/> Readychex®</li> <li><input type="checkbox"/> Check Signing</li> <li><input type="checkbox"/> Check Insertion</li> <li><input type="checkbox"/> Garnishment Payment Service</li> <li><input type="checkbox"/> Paychex® Employee Management Services</li> <li><input type="checkbox"/> Logo Service</li> <li><input type="checkbox"/> Paychex® Online Reports</li> <li><input type="checkbox"/> COBRA Administration</li> <li><input type="checkbox"/> Other</li> </ul>
<p><b>Supporting Documentation</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Setup Fee</li> <li><input type="checkbox"/> Voided Check or Bank MICR Specification Sheet</li> <li><input type="checkbox"/> Acceptable Federal Source Documentation (Taxpay only)</li> <li><input type="checkbox"/> Acceptable SUI Source Documentation (Taxpay only) _____ (State Abbreviations)</li> <li><input type="checkbox"/> Acceptable State Source Documentation (Taxpay only) _____ (State Abbreviations)</li> <li><input type="checkbox"/> Acceptable Local Source Documentation (Taxpay only) _____ (State/Local Codes)</li> <li><input type="checkbox"/> State-Specific Power of Attorney (Taxpay only) _____ (State Abbreviations)</li> <li><input type="checkbox"/> Garnishment Information</li> <li><input type="checkbox"/> Workers' Compensation Information</li> <li><input type="checkbox"/> Handbook Custom Binder Order Form (HK0001) (Handbook Services only)</li> <li><input type="checkbox"/> Other _____</li> </ul>	
<p>Sales Rep _____ Date ___ / ___ / ___</p>	<p>FSS _____ Date ___ / ___ / ___</p>
<p>Sent to HRS _____ Date ___ / ___ / ___</p>	<p>Acct Spec _____ Date ___ / ___ / ___</p>

Tab 1: FEE SCHEDULE

- J3, J4 Fill in your branch office information here, not client information in. Type over text.
- J5, J6 Fill in your branch office information here, not client information in. Type in boxes K5 and K6
- E9 - N14 Client contact information, do not overwrite
- N9 This is the date the form is filled out and should auto populate
- N11 Enter number of Active Employees
- N12 This is for Background Screening Services - Enter number of screens per year prospect expects to run
- N13 This will update when you choose from the drop down box in N14
- N14 Choose frequency from drop-down box. This will automatically populate box N13 and N22.  
*Note: If client has multiple pay periods, choose the most frequent frequency (if a single payroll ID) If multiple Payroll ID's w/multiple frequencies, separate fee schedules are required for each ID.*
- D28 Click if there is controlled ownership for this client  
Enter additional employee counts, starting with the largest number of employees in column F.  
if your client has more than six control group entities, enter additional entity employee counts on the "Additional Control Groups" tab
- D61 Commissionable Item-MMS will complete
- D64 If the client requires delivery to more than one location click this box
- J64 Enter number of additional delivery locations
- D65 Click if the client has asked for additional payroll reports
- J65 Enter the number of additional reports requested
- G66 Quarter/Year End Report Deliver  
There is an additional charge for the delivery of these reports.  
Check with the MMS hub for the client to obtain local rate.
- F70 *HIDDEN discount cell*  
Enter applicable discounts by typing the percentage into this box
- D74 Click to toggle setup fee between \$3,000 or 10% of Annualized Admin  
*Note: Will never display less than \$3,000*
- K74 *HIDDEN discount cell - Discuss with MMS Hub Manager before discounting this field*  
To discount the setup fee, AM may enter appropriate ops discount in this box. Sales is limited to 25% discount - setup should never be less than \$2250
- D75 - D79 HRG should not fill Conversion items in. These are commissionable events and should always involve the sales representative.
- Line 86 Client must initial hard copy
- Line 87 Sales Rep must sign hard copy

YOU MUST DELETE THIS TAB BEFORE FORWARDING TO CLIENT.  
RIGHT CLICK ON THE TAB  
CHOOSE "DELETE TAB"  
SAVE DOCUMENT TO NEW NAME

Tab 2: Additional Control Groups

- E9 - N14 All information should transfer over from FEE SCHEDULE tab
- D28 Will be checked from FEE SCHEDULE tab; Continue entering control group employee counts  
Verify subtotals at the bottom of the page and then verify that the totals on the FEE SCHEDULE tab reflect correctly
- Line 78 Client must initial hard copy
- Line 79 Sales or HRG representative must sign hard copy

Tab 3: FEESCHEDULE Optional Services  
MMS Sales Only

Tab 4: Background Screening

- D3 Check to enable background screening
- F5 - F11 If a client is interested in or has the Paychex background screeningservices through HireRight select the appropriate monthly package or "a la carte" for pricing.

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

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**ORDINANCE**

**NUMBER 1112-G- \_\_**

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**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF  
\$1,000,000 GENERAL OBLIGATION NOTE, SERIES 2011, OF THE VILLAGE OF  
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDALL PETERSEN**  
**ROSE RODRIGUEZ**  
**WILLIAM RUHL**  
**Trustees**

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## TABLE OF CONTENTS

	PREAMBLES	1
SECTION 1.	DEFINITIONS	2
SECTION 2.	INCORPORATION OF PREAMBLES	4
SECTION 3.	DETERMINATION TO ISSUE NOTE	4
SECTION 4.	DETERMINATION OF PUBLIC PURPOSE	4
SECTION 5.	NOTE DETAILS	5
SECTION 6.	SALE OF NOTE	5
SECTION 7.	EXECUTION; AUTHENTICATION	6
SECTION 8.	REGISTRATION OF NOTE; NOTEHOLDERS	6
SECTION 9.	FORM OF NOTE	7
SECTION 10.	COVENANTS AND AGREEMENTS OF THE VILLAGE	11
SECTION 11.	CONTINUING DISCLOSURE UNDERTAKING	11
SECTION 12.	OBSERVANCE AND PERFORMANCE OF COVENANTS, AGREEMENTS, AUTHORITY AND ACTIONS	12
SECTION 13.	PAYMENT AND DISCHARGE; REFUNDING	12
SECTION 14.	THIS NOTE ORDINANCE A CONTRACT	13
SECTION 15.	DEFAULTS AND REMEDIES	13
SECTION 16.	AMENDMENT AND SUPPLEMENTAL ORDINANCES	14
SECTION 17.	RIGHTS AND DUTIES OF NOTE REGISATRAR AND PAYING AGENT	15
SECTION 18.	EXECUTION OF DOCUMENTS	16
SECTION 19.	IMMUNITY OF OFFICERS, EMPLOYEES AND MEMBERS OF THE VILLAGE	16
SECTION 20.	SEVERABILITY	16
SECTION 21.	REPEALER	16
SECTION 22.	EFFECTIVE DATE	16

**ORDINANCE NO. 1112 G \_\_\_\_**

**AN ORDINANCE AUTHORIZING AND PROVIDING  
FOR THE ISSUANCE OF \$1,000,000 GENERAL  
OBLIGATION NOTE, SERIES 2011, OF 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 is now operating under the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the Village President and Board of Trustees (the “Corporate Authorities”) of the Village has heretofore determined that it is advisable, necessary and in the best interests of the Village to borrow money for the purpose of enabling the Village to have in its treasury at all times sufficient money to meet demands thereon for ordinary and necessary expenditures for all general and special corporate purposes and to reimburse the general corporate fund for expenditures made for roof replacement, ambulance purchase, and HVAC work and to provide funds for the acquisition of the property located at 9353 and 9451 West Belmont Avenue (the “Financing”); and

WHEREAS, pursuant to 65 ILCS 5/8-1-3.1, the Village may execute a promissory note to evidence the borrowing of money from any bank or other financial institution provided such money shall be repaid within ten years from the time the money is borrowed; and

WHEREAS, pursuant to 65 ILCS 5/8-1-3.1, payments due under a promissory note shall be a lawful direct general obligation of the Village payable from the general funds of the Village and such other sources of payment as are otherwise lawfully available; and

WHEREAS, the Corporate Authorities have and do hereby determine that it is necessary and advisable at this time to undertake the Financing in the total amount of \$1,000,000; and

WHEREAS, there are insufficient funds of the Village on hand and lawfully available to pay the costs of the Financing and the Corporate Authorities do hereby determine that it is necessary and advisable at this time to borrow money, and in evidence thereof issue its general obligation note (the “Note”) of the Village in the amount of \$1,000,000 to pay the same, subject to the terms and conditions set forth herein; and

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

**SECTION 1. DEFINITIONS.** The words and terms used in this Note Ordinance shall have the meanings set forth and defined for them herein unless the context or use clearly indicates another or different meaning is intended, including the words and terms as follows:

*"Applicable Law"* or *"Act"* means, collectively, the Illinois Municipal Code and the Reform Act.

*"Authorized Borrower Representative"* means the Village President of the Village or other person designated by the Village to act on behalf thereof. When any action is required by the Village, the Authorized Borrower Representative shall have the authority to take such action and the execution of any document by the Authorized Borrower Representative shall conclusively presume to be valid.

*"Authorized Denomination"* means \$100,000 or any integral multiple of \$5,000 in excess thereof.

*"Available Moneys"* means Government Securities.

*"Bond Counsel"* means, with respect to the original issuance of the Note, Louis F. Cainkar, Ltd., Chicago, Illinois, and thereafter, any firm of attorneys of nationally recognized expertise with respect to the tax-exempt obligations of political subdivisions, selected by the Village and acceptable to the Noteholder.

*"Business Day"* or *"business day"* means any day which is not (i) a Saturday or a Sunday, (ii) a day on which banking institutions in Chicago, Illinois are closed, or (iii) a day on which the New York Stock Exchange is closed.

*"Closing Date"* means the date of initial issuance and delivery of the Note to the purchaser thereof.

*"Code"* means the Internal Revenue Code of 1986; and each citation to a section of the Code shall include the regulations applicable to such Section.

*"Comptroller"* means the duly appointed Comptroller of the Village or an authorized representative thereof.

*"Corporate Authorities"* means the Village President and Board of Trustees.

*"County"* means the County of Cook, Illinois.

*"County Clerk"* means the County Clerk of the County of Cook, Illinois.

*"Dated Date"* means the date of issuance of the Note or such other date as determined by the Note Registrar as the date from which Interest shall accrue on the Note.

*"Default Period"* means any period for which the Note is in default as set forth in Section 23 of this Note Ordinance.

*"Designated Officers"* means the Village President, Village Clerk, and Comptroller, or any of them acting together, and successors or assigns.

*"Event of Default"* shall have the meaning set forth in Section 23 on this Note Ordinance.

*"Final Maturity"* means September 1, 2011.

*"Financing"* is defined in the Preambles.

*"Fiscal Year"* means that period selected by the Corporate Authorities as the Fiscal Year for the Village.

*"Government Securities"* means cash, bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities or obligations, the prompt payment of principal and interest of which is guaranteed by a pledge of the full faith and credit of the United States of America or the Federal Deposit Insurance Corporation.

*"Illinois Municipal Code"* means the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*

*"Interest"* means interest accruing on the Note.

*"Interest Payment Date"* means, the Maturity Date.

*"Note"* or *"Notes"* means the \$1,000,000 General Obligation Note, Series 2011, issued pursuant to the Note Ordinance, including any Note issued in exchange for or upon transfer or replacement of any Note previously issued under this Note Ordinance.

*"Note Ordinance"* means this Note Ordinance as originally passed and approved, and as the same may from time to time be amended or supplemented.

*"Note Register"* means the books of the Note Registrar to evidence the registration and transfer of the Note.

*"Note Registrar"* means the Comptroller.

*"Noteholder," "Noteholder," "holder of the Note," "Owner,"* and *"owner"* when used with respect to a Note, means the person or entity in whose name such Note shall be registered.

*"Outstanding"* or *"outstanding"* refers to any obligation which is outstanding and unpaid; provided, however, such term shall not include any obligations which (i) have matured and for which moneys are on deposit, or are otherwise properly available, sufficient to pay all principal and interest thereof; (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow account of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all of the principal of and interest and any applicable premium thereon; (iii) have been canceled or surrendered for cancellation; (iv)

have been paid or deemed to be paid; or (v) have been issued in lieu of or in exchange for another obligation.

*“Paying Agent”* means the Comptroller.

*“Principal”* means the amount due and owing on the Note.

*“Qualified Investments”* means Government Securities and such other investments as are authorized for the Village under Illinois law.

*“Rebate Requirement”* means the excess arbitrage profits calculated under Section 148(f) of the Code.

*“Record Date”* means the close of business on the twenty fifth (25<sup>th</sup>) day of the calendar month preceding an Interest Payment Date, i.e. the Record Date is June 25, 2011 for the Interest Payment Date of July 1, 2011.

*“Reform Act”* means the Local Government Debt Reform Act of the State of Illinois, as supplemented and amended (30 ILCS 350/1, *et seq.*).

*“State”* means the State of Illinois.

*“Stated Maturity”* means the fixed date on which the principal of any obligation is due and payable whether by maturity, mandatory (but not optional) redemption, or otherwise.

**SECTION 2. INCORPORATION OF PREAMBLES.** The Corporate Authorities hereby find that the recitals contained in the preambles to this Note Ordinance are true and correct and hereby incorporate them into this Note Ordinance by this reference.

**SECTION 3. DETERMINATION TO ISSUE NOTE.** It is necessary and in the best interests of the Village for the Village to undertake the Financing for the public health, safety and welfare, and to issue the Note to enable the Village to provide therefor.

**SECTION 4. DETERMINATION OF PUBLIC PURPOSE.** The Corporate Authorities hereby determine the Financing to be proper corporate and public purposes as authorized by Applicable Law. It is hereby found and determined that the Corporate Authorities are authorized by Applicable Law to issue the Note for the purpose of the Financing.

**SECTION 5. NOTE DETAILS.** For the purpose of providing financing for the Financing, there shall be issued the Note in the principal amount of \$1,000,000. The Note shall be designated “General Obligation Note, Series 2011”, shall be dated the Closing Date, shall also bear the date of authentication thereof, shall be in fully registered form, shall be initially issued in the denomination of \$1,000,000, and shall be numbered as determined by the Note Registrar.

The Note is subject to redemption prior to maturity, in whole or in part, at the option of the Village, from any available funds, on any date after issuance at a redemption price of par plus accrued interest to the date fixed for redemption.

All borrowings evidenced by the Note shall be lawful direct general obligations of the Village payable from the corporate funds of the Village and such other sources of payment as are otherwise lawfully available. The Village represents and warrants that the amount due under the Note, together with all other indebtedness of the Village, is and shall be within all statutory and constitutional debt limitations. The Village agrees to appropriate funds of the Village annually and in a timely manner so as to provide for the making of all principal and interest payments when due under the Note. This Ordinance constitutes an appropriation of funds and further constitutes an appropriation of monies from the General Corporate Fund when and as needed to pay all of the principal and interest due on the Note.

The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) at a rate not to exceed that permitted by law.

The Note shall bear interest from the later of its Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the Principal of the Note is paid or duly provided for.

Interest on the Note shall be paid by check or draft of the Village, payable upon presentation thereof in lawful money of the United States of America, to the persons in whose name the Note is registered at the close of business on the Record Date. The principal of the Note shall be payable in lawful money of the United States of America upon presentation thereof at the principal office of the Paying Agent. If an Interest Payment Date is not a Business Day at the place of payment, then payment may be made prior to the Interest Payment Date.

**SECTION 6. SALE OF NOTE.** The Comptroller is hereby authorized to proceed, without any further authorization or direction from the Board of Trustees, to sell and deliver the Note to Pan American Bank (the “Purchaser”) upon receipt of the purchase price therefor, the same being the par value of the Note, plus accrued interest to the date of delivery, less a discount of \$5,000. The Note is being sold at such price and bearing interest at such rate that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed

the maximum rate otherwise authorized by Illinois law and the terms herein. The Note Purchase Agreement is in the best interests of the Village and no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Note Purchase Agreement; and the Note before being issued shall be registered and numbered, such registration being made in a book provided for that purpose, in which shall be entered into the record of the Ordinance authorizing the Board of Trustees to borrow said money and a description of the Note issued, including the number, date, to whom issued, amount, date of interest and when due.

**SECTION 7. EXECUTION; AUTHENTICATION.** The Note shall be executed on behalf of the Village with the manual or duly authorized facsimile signature of the Village President and attested with the manual or duly authorized facsimile signature of the Village Clerk, as they may determine, and may have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Note Registrar as authenticating agent of the Village and showing the date of authentication. The Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Note Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Note Ordinance.

**SECTION 8. REGISTRATION OF NOTE; NOTEHOLDERS.** The Village shall cause the Note Register to be kept at the office of the Comptroller, which is hereby constituted and appointed the registrar of the Village for the Note. The Village is authorized to prepare, and the Note Registrar or such other agent as the Village may designate shall keep custody of, multiple Note blanks executed by the Village for use in the transfer and exchange of Note.

Any Note may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Note Ordinance. Upon surrender for transfer or exchange of any Note at the office of the Note Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Note Registrar and duly executed by the Noteholder or an attorney for such owner duly authorized in writing, the Village shall execute and the Note Registrar shall authenticate, date

and deliver in the name of the transferee or transferees or, in the case of an exchange, the Noteholder, a new fully registered Note of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. Transfer of the Note must be in whole only, and not in part.

The Note Registrar shall not be required to transfer or exchange any Note during the period from the Record Date to the Interest Payment Date on the Note or the giving of notice of redemption of Note to the opening of business on such Interest Payment Date or to transfer or exchange any Note all or a portion of which has been called for redemption or for purchase by the Village.

The execution by the Village of any fully registered Note shall constitute full and due authorization of such Note, and the Note Registrar shall thereby be authorized to authenticate, date and deliver such Note; provided, however, the principal amount of Note of each maturity authenticated by the Note Registrar shall not at any one time exceed the authorized principal amount of Note for such maturity less the amount of such Note which have been paid.

The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the Principal of or Interest on any Note shall be made only to or upon the order of the Noteholder thereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid. No service charge shall be made for any transfer or exchange of Note, but the Village or the Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Note.

The Note, and the beneficial ownership thereof, may be transferred only to a person who is an "accredited investor" as that term is defined by Rule 501(a) of Regulation D promulgated under the Securities Exchange Act of 1934, as amended, and the Village may require any new purchaser to execute a certificate to establish being an "accredited investor".

**SECTION 9. FORM OF NOTE.** The Note shall be in substantially the form hereinafter set forth:



**REGISTERED NO. 1**

**REGISTERED \$1,000,000**

**UNITED STATES OF AMERICA, STATE OF ILLINOIS, COUNTY OF COOK  
VILLAGE OF FRANKLIN PARK  
GENERAL OBLIGATION NOTE, SERIES 2011**

**Dated Date:**

**Final Maturity:**

**Noteholder: Pan American Bank, 2627 W. Cermak Road, Chicago, IL**

**Principal Amount: One Million Dollars (\$1,000,000)**

**Interest Payment Date: Final Maturity**

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Franklin Park, Cook County, Illinois, hereby acknowledges itself to owe and for value received promises to pay to the Noteholder identified above, or registered assigns as hereinafter provided, at Final Maturity, the Principal Amount identified above and to pay a variable rate of interest determined on the date of initial delivery of the Note and thereafter at the Prime Rate, but not less than 4.5% per annum, which interest shall be payable from the later of the Dated Date of the Note until the principal amount of the Note is paid or duly provided for, such interest computed upon the basis of actual days elapsed in a 365-day or 366-day year, as applicable (which days shall include the first day of such period and exclude the last day of such period). "Prime Rate" means the Wall Street Journal Prime Rate as published in the Wall Street Journal as may be changed from day to day. The published Prime Rate shall be effective for the date of publication and until a new published Prime Rate shall be available. Interest shall be payable at Final Maturity only. The Principal Amount of this Note is payable in lawful money of the United States of America upon presentation at the office of the Comptroller of the Village of Franklin Park, Franklin Park, Illinois, as Note Registrar and Paying Agent. Payment of interest shall be made to the Noteholder hereof, as shown on the registration books of the Village maintained by the Note Registrar at the close of business on the twenty fifth (25<sup>th</sup>) day of the calendar month preceding an interest payment date (the "Record Date") and shall be paid by check or draft of the Village, payable upon presentation in lawful money of the United States of America, mailed to the address of such Noteholder as it appears on such registration books or at such other address furnished in writing by such Noteholder to the Village, or as shall otherwise be agreed by the Village. If an interest payment date is not a Business Day at the place of payment, then payment may be made prior to the Interest Payment Date.

This Note is issued by the Village for the purpose of the Financing, as more fully described in Ordinance No. 1112 G 22 (the "Note Ordinance") passed by the Corporate Authorities and approved by the Village President on July 18, 2011, to which reference is hereby expressly made for definitions and terms and to all the provisions of which the Noteholder by the acceptance of this Note assents.

This Note is a general obligation of the Village for which the full faith and credit have been pledged for the prompt payment of the principal and interest thereon.

This Note is also subject to redemption prior to maturity, in whole or in part, at the option of the Village, from any available funds, on any date after issuance at a redemption price of par plus accrued interest to the date fixed for redemption.

This Note is subject to provisions relating to registration, transfer, and exchange and such other terms and provisions relating to security and payment as are set forth in the Note Ordinance; to which reference is hereby expressly made; and to all the terms of which the Noteholder hereof is hereby notified and shall be subject. The Note may be transferred in whole only and not in part.

The person in whose name this Note is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Noteholder hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, and the Village hereby covenants and agrees that it will comply with all the covenants of and maintain the funds and accounts as provided by the Note Ordinance.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Note Registrar.

IN WITNESS WHEREOF, the Village of Franklin Park, Cook County, Illinois, by its Village President and Board of Trustees, has caused this Note to be signed by the duly authorized manual or facsimile signatures of the Village President and Village Clerk of said Village, all as appearing hereon and as of the Dated Date as identified above.

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication: July, \_\_\_\_\_, 2011

This Note is the Note described in the within mentioned Note Ordinance.

\_\_\_\_\_  
Comptroller, as Note Registrar

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
[Identifying Numbers]

\_\_\_\_\_  
(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE      The signature to this transfer and assignment must correspond with the name of the Noteholder as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

**SECTION 10. COVENANTS AND AGREEMENTS OF THE VILLAGE.**

The Village covenants and agrees with the holders of the Note that, so long as the Note remains outstanding and unpaid:

(a) The Village will punctually pay or cause to be paid the principal of and interest on the Note in strict conformity with the terms of the Note and the Note Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

(b) The Village will pay and discharge, or cause to be paid and discharged, any and all lawful claims which, if unpaid, might impair the security of the Note.

(c) The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Financing. Such books of record and accounts shall at all time during business hours be subject to the inspection of the holders of not less than ten percent (10%) of the principal amount of the Note then outstanding, or their representatives authorized in writing.

(d) The Village will preserve and protect the security of the Note and the rights of the Noteholder, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Note by the Village, the Note shall be incontestable by the Village.

(e) The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of the Note Ordinance, and for the better assuring and confirming unto the holders of the Note of the rights and benefits provided in the Note Ordinance.

(f) To furnish any Noteholder who so requests, within ten (10) days of receipt by the Village, a copy of each annual audit of the Village.

(g) The debt service tax levy which was collected by the Village for the \$10,000,000 General Obligation Bond (Alternate Revenue Source), Series 2010 will be used to pay the debt service on the Note.

**SECTION 11. CONTINUING DISCLOSURE UNDERTAKING.**

As the issuance of the Note is exempt from the provisions of SEC Rule 15c2-12 because it is a primary offering of municipal securities in authorized denominations of \$100,000 or more with such securities being transferred to 35 persons or less, each of whom (i) is knowledgeable in financial and business affairs and is capable of evaluating the merits and risks of an investment in such security and (ii) is purchasing the securities for its own account and not with a view to

distributing such securities; the continuing disclosure provisions of such Rule are not applicable to the distribution of the Note.

**SECTION 12. OBSERVANCE AND PERFORMANCE OF COVENANTS, AGREEMENTS, AUTHORITY AND ACTIONS.** The Village hereby agrees to observe and perform at all times all covenants, agreements, authority, actions, undertakings, stipulations and provisions to be observed or performed on its part under this Note Ordinance and the Note.

The Village represents and warrants that:

(a) It is duly authorized by the Constitution and laws of the State, including particularly and without limitation the Illinois Municipal Code, to issue the Note, and to provide the security for payment of the principal of and interest on the Note in the manner and to the extent set forth in this Note Ordinance.

(b) All actions required on its part to be performed for the issuance, sale and delivery of the Note have been or will be taken duly and effectively; provided no representation is made as to compliance with any state securities or "Blue Sky" laws.

(c) The Note will be valid and enforceable general obligation of the Village according to its terms, subject to bankruptcy and equitable principles.

**SECTION 13. PAYMENT AND DISCHARGE; REFUNDING.** The Note may be discharged, payment provided for, and the Village's liability terminated as follows:

(a) ***Discharge of Indebtedness.*** If (i) the Village shall pay or cause to be paid to the Noteholder the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, and (ii) the Village shall keep, perform and observe all and singular the covenants and promises in the Note and in this Note Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the Village shall pay or cause to be paid to the Noteholder the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Note shall cease to be entitled to any lien, benefit or security under this Note Ordinance, and all covenants, agreements and obligations of the Village to the holders of such Note shall thereupon cease, terminate and become void and discharged and satisfied.

(b) ***Provision for Payment.*** Notes for the payment or redemption of which sufficient monies or sufficient Government Securities shall have been irrevocably deposited (whether upon or prior to the maturity or the redemption date of such Note) pursuant to an escrow or defeasance agreement shall be deemed to be paid within the meaning of this Note Ordinance and no longer

Outstanding under this Note Ordinance; provided, however, that if such Note is to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this Note Ordinance or arrangements satisfactory to the Note Registrar shall have been made for the giving thereof. Government Securities shall be considered sufficient only if said investments are not redeemable prior to maturity at the option of the issuer and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums if any when due on the Note.

(c) The Village may at any time surrender to the Note Registrar for cancellation by it any Note previously authenticated and delivered hereunder, which the Village may have acquired in any manner whatsoever, and such Note, upon such surrender and cancellation, shall be deemed to be paid and retired.

(d) ***Termination of Village's Liability.*** Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit pursuant to an escrow or defeasance agreement of sufficient money and Government Securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Note or Note, all liability of the Village in respect of such Note or Note shall cease, determine and be completely discharged and the holders thereof shall thereafter be entitled only to payment out of the money and the proceeds of the Government Securities deposited pursuant to an escrow agreement as aforesaid for their payment.

**SECTION 14. THIS NOTE ORDINANCE A CONTRACT.** The provisions of this Note Ordinance shall constitute a contract between the Village and the Noteholder, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided. Nothing expressed or implied in this Note Ordinance or the Note shall give any person other than the Village and the Noteholder any right, remedy or claim under or with respect to this Note Ordinance.

**SECTION 15. DEFAULTS AND REMEDIES.**

(a) ***Events of Default.*** Each of the following shall constitute, and is referred to in this Note Ordinance as, an Event of Default:

- (1) a default in the payment when due of Interest on any Note;
- (2) a default in the payment of Principal of or premium, if any, on any Note when due, whether at maturity, or mandatory redemption;

(3) the Village fails to perform any of its agreements in this Note Ordinance or the Note (except a failure that results in an Event of Default under clause (a) or (b) above), which failure continues after the giving of the written notice of default for 60 days.

A default under clause (c) of this Section is not an Event of Default until the holders of at least a majority in Principal amount of the Note then Outstanding gives the Village a notice specifying the default, demanding that it be remedied and stating that the notice is a “Notice of Default,” and the Village does not cure the default within 60 days after receipt of the notice, or within such longer period as the Noteholder shall agree to.

(b) **Remedies.** Except as otherwise provided in this Note Ordinance, if an Event of Default occurs and is continuing, the Noteholder may pursue any available remedy by proceeding at law or in equity to collect the principal of or interest on the Note or to enforce the performance of any provision of the Note, or this Note Ordinance. A delay or omission by the Noteholder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

(c) **Waiver of Past Defaults.** The Noteholder, by written notice to the Village, may waive an existing Event of Default and its consequences. Any waiver of an Event of Default shall not extend to any subsequent or other Event of Default or impair any right consequent to it.

(d) **Control by Noteholder.** The Noteholder may direct in writing the time, method and place of conducting any proceeding for any remedy available.

(e) **Rights of Noteholder to Receive Payment.** Notwithstanding any other provision of this Note Ordinance, the right of the Noteholder to receive payment of Principal of and Interest on a Note, on or after the due dates expressed in the Note, or the purchase price of a Note on or after the date for its purchase as provided in the Note, or to bring suit for the enforcement of any such payment on or after such dates, shall not be impaired or affected without the consent of the Noteholder.

**SECTION 16. AMENDMENT AND SUPPLEMENTAL ORDINANCES.** With the consent of the Noteholder the Village may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Note Ordinance or of any supplemental ordinance; provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the Village to pay the Principal, Interest or redemption premium, if any, at the time and place and at the rate and in the currency provided therein of any Note

without the express consent of the Noteholder of such Note, or deprive the Noteholder (except as aforesaid) of the right to payment of the Note from the Pledged Moneys without the consent of the Noteholder. Prior to passing any amending or supplemental ordinance, the Village shall receive an opinion of Bond Counsel that such ordinance complies with the requirements of this section.

Any consent required by this Note Ordinance to be signed by a Noteholder may be signed by a Noteholder or its agent in writing. Any consent shall be irrevocable and shall bind any subsequent Noteholder of such Note or any Note delivered in substitution therefor. For purposes of determining consent under this Note Ordinance of the Noteholders, the Outstanding Principal amount of the Note shall be deemed to exclude the Note owned by or under the control of the Village.

After an amendment or supplement to this Note Ordinance becomes effective, it will bind every Noteholder.

**SECTION 17. RIGHTS AND DUTIES OF NOTE REGISTRAR AND PAYING AGENT.** If requested by the Note Registrar or the Paying Agent, any officer of the Village is authorized to execute standard forms of agreements between the Village and the Note Registrar or Paying Agent with respect to the obligations and duties of the Note Registrar or Paying Agent hereunder. In addition to the terms of such agreements and subject to modification thereby, the Note Registrar or Paying Agent by acceptance of duties hereunder agree:

- (a) to act as Note registrar, paying agent, authenticating agent, and transfer agent as provided herein;
- (b) as to the Note Registrar, to maintain a list of Noteholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law;
- (c) as to the Note Registrar, to cancel and destroy Note which have been paid at maturity or submitted for exchange or transfer;
- (d) as to the Note Registrar, to furnish the Village at least annually a certificate with respect to Note cancelled or destroyed; and
- (e) to furnish the Village at least annually an audit confirmation of Principal and Interest paid on the Note.



**SECTION 18. EXECUTION OF DOCUMENTS.** The Village President, the Village Clerk and the Comptroller are hereby authorized and directed to do and perform, or cause to be done or performed for and on behalf of the Village each and everything necessary for the issuance of the Note. The final form of executed documents shall contain such changes as approved by the Village Attorney.

**SECTION 19. IMMUNITY OF OFFICERS, EMPLOYEES AND MEMBERS OF THE VILLAGE.** No recourse shall be had for the payment of the Principal of or premium or Interest on the Note or for any claim based thereon or upon any obligation, covenant or agreement in this Note Ordinance contained against any past, present or future officer, elected official, member, employee or agent of the Village, or of any successor public corporation, as such, either directly or through the Village or any successor public corporation, under any rule of law or equity, statute or constitution or by enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, elected official, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Note Ordinance and the issuance of the Note.

**SECTION 20. SEVERABILITY.** If any section, paragraph, clause or provision of this Note Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Note Ordinance.

**SECTION 21. REPEALER.** All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Note Ordinance are to the extent of such conflict hereby repealed.

**SECTION 22. EFFECTIVE DATE.** This Note Ordinance shall be effective immediately upon passage and approval.

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this 18<sup>th</sup> day of July 2011, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this 18<sup>th</sup> day of July 2011.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

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

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**ORDINANCE**

**NUMBER 1112-G- \_\_**

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**AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN SURPLUS  
PROPERTY OWNED BY THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS AND AUTHORIZING THE DONATION OF SAID PROPERTY TO THE  
BENSENVILLE FIRE PROTECTION DISTRICT FIRE ACADEMY  
(PORTABLE AIR PACKS, BOTTLES AND FACE MASKS)**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDALL PETERSEN**  
**ROSE RODRIGUEZ**  
**WILLIAM RUHL**  
**Trustees**

**ORDINANCE NUMBER 1112-G- \_\_**

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN SURPLUS  
PROPERTY OWNED BY THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS AND AUTHORIZING THE DONATION OF SAID PROPERTY TO THE  
BENSENVILLE FIRE PROTECTION DISTRICT FIRE ACADEMY  
(PORTABLE AIR PACKS, BOTTLES AND FACE MASKS)**

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

**WHEREAS**, the Village has the authority, pursuant to 65 ILCS 5/11-76-4 to declare property to be no longer necessary to the best interests of the Village and to authorize the disposition of such property in such manner as the Village may designate; and

**WHEREAS**, the Fire Chief has identified Village owned personal property consisting of twelve (12) Portable Air Packs, twenty-four (24) MSA 30 Minute Bottles and sixteen (16) MSA Ultra Elite Face Masks that are no longer used or required by the Village, said property being identified and described on Exhibit A (the "*Surplus Property*"), a copy of which is attached hereto and made a part hereof; and

**WHEREAS**, it is the opinion of the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") that the Surplus Property is no longer necessary or useful or for the best interests of the Village to retain; and

**WHEREAS**, the Bensenville Fire Protection District Fire Academy (the "*Bensenville Fire Protection District*") has expressed an interest in receiving the Surplus Property in order to use

said for training purposes only and not for any kind of emergency response; and

**WHEREAS**, the Corporate Authorities have determined that the donation of the Surplus Property to the Bensenville Fire Protection District is in the best interest of the Village, provided the Bensenville Fire Protection District agrees to execute an appropriate instrument, whereby it acknowledges and agrees that the donation of the Surplus Property is being conveyed used and in its “as is” condition, with “all known and unknown faults” and without any warranties of any kind whatsoever, and that the Bensenville Fire Protection District assumes all liabilities in connection with the donation of the Surplus Property, and releases, indemnifies and holds harmless the Village and its officers, officials, employees, agents and consultants against and from any and all such liabilities, damages or causes of action related to any way from the donation of the Surplus Property.

**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 that the Surplus Property is no longer necessary or useful to the Village and authorize the Fire Chief to donate the Surplus Property, as identified and described on Exhibit A, to the Bensenville Fire Protection District; and, further approve the Indemnification Agreement and General Release, a copy of which is attached hereto and made a part hereof as Exhibit B, and authorize the execution thereof by the Village President.

**Section 3.** The officials and officers of the Village are hereby authorized and directed to undertake actions on the part of the Village to assist with the donation of the Surplus Property, in

accordance with this Ordinance.

**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 July 2011, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of July 2011.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

Exhibit A

*Surplus Property*

1. 24 MSA 30 Minute Bottles, Model Number 7-947-1
2. 12 MSA Complete Back Packs with Regulators, Model Custom 4500 Ultralite MMR2000
3. 16 MSA Ultra Elite Face Masks with the Heads Up Display



Exhibit B

*Indemnification Agreement and General Release*

INDEMNIFICATION AGREEMENT AND GENERAL RELEASE

This Indemnification Agreement and General Release (the “*Agreement*”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Village of Franklin Park (the “*Village*”) and the Bensenville Fire Protection District (the “*District*”) for the donation and disposition of certain property as identified and described on Exhibit A, a copy of which is attached hereto and made a part hereof (the “*Property*”) from the Village to the District.

WHEREAS, the Village has determined that the Property is no longer of use to the Village and the District has a need for the Property and has agreed that the Property is to be used for training purposes only and not for any kind of other use or in an emergency response; and

WHEREAS, the Village desires to donate the Property to the District and the District desires to acquire the Property in its “as is” condition and “with all known and unknown faults.”

IN CONSIDERATION of the statements set forth above, the mutual conveyance herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed between the Village and the District, as follows:

1. The Village, as and for Ten Dollars and No/100 (\$10.00) as consideration for the Property, conveys all right and title to the Property to the District.
2. The District agrees to pay as consideration for the Property, a total of Ten Dollars and No/100 (\$10.00), and warrants and agrees to accept and acquire the Property in its “as is” condition and “with all known and unknown faults” and with no representation or warranties as to its usefulness or functionality whatsoever.
3. The District warrants and agrees to indemnify, release and hold harmless the Village and its officers, officials, employees, agents and consultants, from and against any and all liabilities or causes of action or from any claim, damage or injury resulting from the Property or any use of the Property by its personnel. This indemnification includes providing legal defense and cost for any action against the Village parties indemnified herein.
4. This Agreement reflects appropriate conveyance and action by the Village President and Village Board of the Village of Franklin Park and the Board of Trustees of the Bensenville Fire Protection District.

AGREED:

\_\_\_\_\_  
Barrett Pedersen, Village President  
Village of Franklin Park

AGREED:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Bensenville Fire Protection District

Exhibit A

*Property*

1. 24 MSA 30 Minute Bottles, Model Number 7-947-1
2. 12 MSA Complete Back Packs with Regulators, Model Custom 4500 Ultralite MMR2000
3. 16 MSA Ultra Elite Face Masks with the Heads Up Display

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

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**ORDINANCE**

**NUMBER 1112-G- \_\_**

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**AN ORDINANCE AUTHORIZING A GRANT AGREEMENT BY AND  
BETWEEN THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(YOUTH JOBS GRANT PROGRAM)**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDALL PETERSEN**  
**ROSE RODRIGUEZ**  
**WILLIAM RUHL**  
**Trustees**

**ORDINANCE NUMBER 1112-G- \_\_**

**AN ORDINANCE AUTHORIZING A GRANT AGREEMENT BY AND  
BETWEEN THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(YOUTH JOBS GRANT PROGRAM)**

---

**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 their entirety.

**Section 2.** The Grant Agreement by and between the Illinois Department of Natural Resources and the Village of Franklin Park, Cook County, Illinois (the "*Grant 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 revisions, if any, as determined by the Village President, said changes being approved by execution and delivery of the application by the Village President.

**Section 3.** The officials and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Grant Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

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

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

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

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of July 2011, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of July 2011.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

Exhibit A

*Grant Agreement*



**GRANT AGREEMENT  
BETWEEN THE  
DEPARTMENT OF NATURAL RESOURCES  
AND  
Village of Franklin Park**

The Illinois Department of Natural Resources (DNR) and Village of Franklin Park (Local Sponsor) agree to perform this Agreement in accordance with the Illinois Youth Recreation Corps Grant Program under the Illinois Youth and Young Adult Employment Act of 1986 (525 ILCS 50/8), the applicable Illinois Youth Recreation Corps Grant Program Administrative Rule (17 Ill. Admin. Code 3075) and with the terms, promises, conditions, plans, specifications and assurances contained in the Local Sponsor's approved Grant Application which, by reference, are specifically made a part of this Agreement.

For and in consideration of the mutual benefits to be derived from carrying out the undertakings hereinafter contained, the sufficiency of which is hereby acknowledged, as well as other good and valuable consideration, the parties hereto agree as follows:

1. **GRANT:** The DNR awards this grant to be used for the employment of Illinois youth ages 16 through 19 to operate and instruct in recreational programs managed and administered by Local Sponsor. Eligible use of grant funds under this Agreement is limited to the payment of wages for eligible youth hired by the Local Sponsor pursuant to the grant program. Youth currently employed in any manner by the local sponsor are not eligible for inclusion in the program. Eligible youth shall be paid an hourly wage of \$8.50 per hour with grant funds. The local sponsor will be responsible for any wages it may choose to pay in excess of this amount. Hires shall work hours as required by the recreational program but no more than eight (8) hours in a single day unless otherwise approved by the DNR. Eligible youth employment under this program is limited to no more than 60 working days and must occur only during the months of June, July and August 2011. Local Sponsor shall make public notification of the availability of jobs for eligible youth in the program by means of newspapers, electronic media, educational facilities, units of local government and Department of Employment Security Offices.
2. **TERMS:** The term of this agreement shall be from the date of grant award announcement to September 15, 2011. All payments made from this grant are to be payments for work related to this project which was initiated and completed during the grant period. The Agreement is subject to the terms and conditions pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et. seq.) and the State Records Act (5 ILCS 160/1 et. seq.).
3. **GRANT AMOUNT:** The amount of this grant is \$15,000.00.
4. **DISBURSEMENTS:** Upon execution and delivery of this agreement by and to the parties hereto, the Department of Natural Resources will cause a state warrant in the amount of \$15,000.00 to be drawn in the name of the Local Sponsor.
5. **RESPONSIBILITIES OF THE LOCAL SPONSOR:**
  - A. **FISCAL REPORTING REQUIREMENTS:** The Local Sponsor will keep proper, complete and accurate accounting records of all money expended pursuant to this grant program. By October 31, 2011, the Local Sponsor is to file with the Department of Natural Resources a report relating to the disposition of these grant funds. The financial report shall include an employment ledger documenting all youth hired pursuant to this grant program, with all pertinent data relating to the amount of funds expended during the course of the grant period and the respective purposes for those expenditures. The financial report will also identify any remaining balances of funds not expended that will

be returned to the DNR as specified in Section 8 of the agreement.

- B. **OUTCOME REPORTING REQUIREMENTS:** By October 31, 2011, the Local Sponsor is to file with the Department of Natural Resources a report detailing the number of youth employees hired, the names of the employees hired, the age range of the employees, the number of total hours worked by the youth employees, the projects accomplished by the youth employees, and the benefits of the Illinois Youth Recreation Corps Grant Program to the Local Sponsor community.
6. **NOTICE:** Transmittal of required report, fund returns or any other associated correspondence related to the grant program shall be directed to Illinois Department of Natural Resources, Division of Grant Administration, One Natural Resources Way, Springfield, Illinois 62702-1271.
7. **APPROPRIATION:** Obligations of the Department of Natural Resources will cease immediately without penalty of further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this contract.
8. **RETURN OF UNUSED FUNDS:** All funds advanced to the grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant, shall be returned to the State within 45 days. Pursuant to this grant program, unused funds shall be returned to the Department on or before October 31, 2011.
9. **QUARTERLY REPORTING:** The Project Sponsor is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and the expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00. For purposes of this Section, a quarter is defined as three months.
10. **STANDARD CERTIFICATIONS:** Local Sponsor agrees to complete the Certifications form attached hereto as Attachment A.
11. **TERMINATION:** This contract may be terminated immediately for violation of terms or at the will of either party upon 30 days written notice. In the event of termination, the Project Sponsor shall cease all work under this grant, cancel all outstanding cancelable obligations and return all unexpended grant funds as of the date of termination.
12. **LAWS OF ILLINOIS:** The Project Sponsor shall be governed in all respects by the laws of the State of Illinois and applicable Federal laws.
13. **UNLAWFUL DISCRIMINATION:**
- A. The Project Sponsor agrees not to commit unlawful discrimination in employment in Illinois as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.).
- B. The Project Sponsor agrees to comply with the Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), which prohibits discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment for the performance of work for the benefit of the State or for any other political subdivision or agency, officer or agent thereof. The provisions of this Act are made part of the contract by reference as though set forth in full within.

14. **CONFLICT OF INTEREST:** The Project Sponsor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflict of interest. (30 ILCS 500/50-13).
  
15. **AUDITS:** Records of the Project Sponsor pertaining to this grant shall be maintained for a period of three years following completion of the project. All records are subject to inspection and audit by the Department of Natural Resources or its representatives. Any audit findings pertaining to this grant that result in a documented misuse of these grant funds by the local governmental unit are grounds for the State to receive a reimbursement of such funds, but only to the extent of the misuse; provided, however, if the Project Sponsor disagrees with the audit findings it may take appropriate steps to contest the reimbursement. This provision applies to all audit findings regarding the grant funds, whether the audit was conducted by the state, local government unit or outside auditors. The Department of Natural Resources is to be notified of any such findings by the Project Sponsor. Copies of any audits performed on the Project Sponsor during the period of the grant are to be supplied to the Department of Natural Resources.
  
16. **INDEMNIFICATION:** The Project Sponsor covenants and agrees that it shall indemnify, protect, defend and hold harmless the Department of Natural Resources from any and all liability, costs, damages, expenses, or claims thereof arising under, through or by virtue of the construction, operation and maintenance of the proposed facilities. The Project Sponsor acknowledges that it is not an agent of the Department of Natural Resources and its employees are not agents or employees of the Department of Natural Resources.
  
17. **RECORDS:** The Project Sponsor shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Department of Natural Resources, Auditor General and the Attorney General; and the Project Sponsor agrees to cooperate fully with any audit conducted by the Department of Natural Resources, Auditor General or the Attorney General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

In witness whereof, the parties thereto have set their hands and seals the day and year first above written.

Village of Franklin Park

STATE OF ILLINOIS  
DEPARTMENT OF NATURAL  
RESOURCES

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

Marc Miller  
\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Director  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Attachments:  
A - Standard Certifications

Required additional signatures for contracts and contract renewals totaling \$250,000 or more per Public Act 90-452.

\_\_\_\_\_  
(DNR Chief Legal Counsel-Signature) Date

\_\_\_\_\_  
(DNR Chief Legal Counsel-Name)

\_\_\_\_\_  
(DNR Chief Fiscal Officer-Signature) Date

\_\_\_\_\_  
(DNR Chief Fiscal Officer-Name)

#### CERTIFICATION

I certify under oath that all information in the grant agreement is true and correct to the best of my knowledge, information, and belief, and that the funds shall be used only for the purposes described in the grant agreement; and that the award of the grant funds is conditioned upon such certification.

\_\_\_\_\_  
Local Sponsor Signature and Date

## STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

4. Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

5. Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

6. To the extent there was an incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

7. Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

TAXPAYER IDENTIFICATION NUMBER

ATTACHMENT A

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
  - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
  - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
  - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
  - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
  - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: \_\_\_\_\_

or

Business Name: Village of Franklin Park

Taxpayer Identification Number:

Social Security Number \_\_\_\_\_

or

Employer Identification Number 36-6005882

Legal Status (check one):

Individual

Governmental

Sole Proprietor

Nonresident alien

Partnership

Estate or trust

Legal Services Corporation

Pharmacy (Non-Corp.)

Tax-exempt

Pharmacy/Funeral Home/Cemetery

(Corp.)

Corporation providing or billing applicable tax medical and/or health care services

Limited Liability Company (select classification)

Corporation NOT providing or billing medical and/or health care services

D = disregarded entity

C = corporation

P = partnership

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
14. Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
19.
  - a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  - b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

24. Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/ifitaa](http://www.dhs.state.il.us/ifitaa). (30 ILCS 587)

29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

VENDOR (show Company name and DBA)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																			
<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>		Employer identification number																	
Employer identification number																			

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
<b>Sign Here</b>	Signature of U.S. person ▶
	Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

##### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax); do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

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**ORDINANCE**

NUMBER 1112-G- \_\_

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**AN ORDINANCE APPROVING AN AGREEMENT BY AND  
BETWEEN PORTER LEE CORPORATION AND THE VILLAGE  
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(BEAST PROPERTY MANAGEMENT SYSTEM)**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDALL PETERSEN**  
**ROSE RODRIGUEZ**  
**WILLIAM RUHL**  
**Trustees**

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**ORDINANCE NUMBER 1112-G-\_\_**

**AN ORDINANCE APPROVING THE AGREEMENT BY AND  
BETWEEN PORTER LEE CORPORATION AND THE VILLAGE  
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(BEAST PROPERTY MANAGEMENT SYSTEM)**

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

**WHEREAS**, it is the desire of the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") to enter into an Agreement by and between the Porter Lee Corporation and the Village for software, maintenance and technical support for an evidence management system (the "*Agreement*") in order for the Village to maintain evidence integrity and control in the police department.

**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 Agreement by and between Porter Lee Corporation, an Illinois corporation and the Village of Franklin Park, Cook County, Illinois, 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 changes as determined by the Chief of Police and as subsequently authorized by the Village President, with such changes and revisions therein determined being approved by execution and delivery of the Agreement by the Village President.

**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 and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 5.** The Village Comptroller and Village Treasurer are hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the Village as contained in the 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 \_\_\_\_\_ day of July 2011, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of July 2011.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK



Exhibit A

*Agreement*

## SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

Porter Lee Corporation ('PLC') will provide the Support Services listed below for the Software and the two contacts ('Designated Contacts') named by Customer on page 3 of this agreement.

### 1. SUPPORT

PLC will establish and maintain an organization and process to provide support for the Software to Customer. Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software. PLC will provide telephone software support on a business day basis. Business day is defined as 8:30 AM through 5:00 PM central standard time, excluding holidays and weekends. In addition, PLC will also provide an Internet based support system on a business day basis.

PLC will use its best efforts to cure, as described below, reported and reproducible errors in the Software. PLC utilizes the following four (4) severity levels to categorize reported problems:

#### SEVERITY 1 CRITICAL BUSINESS IMPACT

The impact of the reported deficiency is such that the customer is unable to either use the Software or reasonably continue work using the Software. PLC will commence work on resolving the deficiency within one (1) hour of notification and will engage staff during business hours until an acceptable resolution is achieved.

#### SEVERITY 2 SIGNIFICANT BUSINESS IMPACT

Important features of the Software are not working properly and there are no acceptable, alternative solutions. While other areas of the Software are not impacted, the reported deficiency has created a significant, negative impact on the Customer's productivity or service level. PLC will commence work on resolving the deficiency within two (2) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.

#### SEVERITY 3 SOME BUSINESS IMPACT

Important features of the Software are unavailable, but an alternative solution is available or non-essential features of the Software are unavailable with no alternative solution. The customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. PLC will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.

#### SEVERITY 4 MINIMAL BUSINESS IMPACT

Customer submits a Software information request, software enhancement or documentation clarification which has no operational impact. The implementation or use of the Software by the Customer is continuing and there is no negative impact on productivity. PLC will provide an initial response regarding the request within one (1) business week.

PLC and Customer will mutually determine which level of severity an error in the Software shall be classified. This agreement is not intended as a consulting agreement for customer services. With respect to severity one (1) reported deficiencies, PLC may, with the concurrence of the Customer, elect to send senior support or development staff to the Customer location to accelerate problem resolution. PLC will be responsible for the costs associated with this escalated problem resolution if the problem is determined to be related to the supported Software. If it is determined by the parties that the problem was not related to the supported

Software, the Customer agrees to pay reasonable travel and lodging expenses in addition to PLC's standard consulting rates. Travel time will be charged at consulting rates.

## 2. MAINTENANCE

During the term of this agreement, PLC will provide the Customer with copyrighted patches, updates, releases and new versions of the Software along with other generally available technical material. These maintenance materials including the Software may not be used to increase the licensed number of versions or copies of the Software. The Customer agrees not to use or transfer the prior version but to destroy or archive the prior version of the Software. All patches, updates, release and new versions shall be subject to the license agreement related to the Software.

## 3. WARRANTY

PLC will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but PLC does not guarantee that the problems will be solved or that any item will be error-free. If PLC is unable to solve Customer's problem, the parties will mutually agree on an acceptable solution, including but not limited to, Software replacement, refund of Customer payment, etc. This agreement is only applicable to PLC Software running under the certified environments specified in the release notes for that product. PLC will provide the Customer with substantially the same level of service throughout the term of this agreement. PLC may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service. If Software is discontinued during term of Agreement, PLC will either refund prorated payment to Customer or replace Software as determined by the Customer. THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDES 'AS IS'. PLC is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if Customer has advised of such a claim. ~~PLC's liability shall not exceed the fees that Customer has paid under this agreement. Customer agrees that the pricing for the services would be substantially higher but for these limitations.~~

## 4. TERM

This agreement shall start on the Effective Date stated below. This agreement shall run for a period of one (1) year from the Effective Date and shall automatically renew for consecutive one (1) year periods unless either party provides written notice of termination within sixty (60) days prior to the anniversary date of the Effective Date. Payment for each renewal term shall be due on the renewal date at the current rates for support of the Software. This agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable unless otherwise indicated or PLC has materially breached this agreement and has failed to cure the breach after 30 days written notice. If Software is discontinued during term of Agreement, Customer can terminate and seek either a prorated refund or replacement Software from PLC at no cost to Customer.

## 5. GENERAL

- (a) Each party acknowledges that it has read this Agreement; they understand the agreement and agree to be bound by its terms. Further, both parties agree that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. The Software and the use thereof is subject to the license agreement related to the Software.

- (b) Times by which PLC will perform under this agreement shall be postponed automatically to the extent that we are prevented from meeting them by causes beyond reasonable control.
- (c) This agreement and performance hereunder shall be governed by the laws of the State of Illinois. Venue shall be in Cook County, Illinois.
- ~~(d) No action, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after the cause of action has arisen.~~
- (ed) If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted.
- (fe) Customer may not assign or sub-license without the prior written consent of PLC, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part. A sale of substantially all of Licensee's assets to a third party or any transfer of more than 50% of the voting stock of Licensee to a third party shall not constitute an assignment under this license.
- (gf) The prevailing party in any action related to this agreement shall have the right to recover its reasonable expenses including attorney's fees.

The term 'Software' as used in this agreement means:

Software Name, Version and Number of Copies

\_\_\_\_\_

\_\_\_\_\_

Designated Contacts, full names followed by telephone number and e-mail address. (Two maximum).

Contact 1	Contact 2
Name: _____	Name: _____
Telephone #: _____	Telephone #: _____
E-mail Address: _____	E-mail Address: _____

During the term of this agreement, the Customer may delete and add Designated Contacts by sending notification in writing on Customer's letter head and addressed to PLC's Chief Operations Officer. We may rely on such notice to make the change.

Porter Lee Corporation:	CUSTOMER:
Name: _____	Name: _____
Address: _____	Address: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

The Effective Date of this agreement is: \_\_\_\_\_

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

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**ORDINANCE**

**NUMBER 1112-G- \_\_**

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**AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BY  
AND BETWEEN THE ENGINEERING FIRM OF CLARK DIETZ, INCORPORATED  
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(CULLERTON DRIVE INDUSTRIAL AREA)**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDALL PETERSEN**  
**ROSE RODRIGUEZ**  
**WILLIAM RUHL**  
**Trustees**

**ORDINANCE NUMBER 1112-G- \_\_**

**AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE ENGINEERING FIRM OF CLARK DIETZ, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (CULLERTON DRIVE INDUSTRIAL AREA)**

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

**WHEREAS**, Clark Dietz, Incorporated (the "*Clark Dietz*"), located at 118 South Clinton Street, Suite 600, Chicago, Illinois, is a firm which provides professional engineering services; and

**WHEREAS**, the Village requires professional engineering services to define the necessary infrastructure improvements needed in the Cullerton Drive Industrial Area; and

**WHEREAS**, Clark Dietz and the Village desire to enter into a Professional Services Agreement pursuant to which Clark Dietz will provide such professional engineering 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 Professional Services Agreement by and between the Village of Franklin Park, Cook County, Illinois and Clark Dietz, Incorporated, to identify infrastructure needs and

associated costs in the development of a special service area in the Cullerton Drive Industrial Area (the “*Professional Services Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the 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 Professional Services 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 July 2011, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of July 2011.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK



Exhibit A

*Professional Services Agreement*

**PROFESSIONAL SERVICES AGREEMENT**

**Project Name ("Project")**

**Cullerton Drive SSA Preliminary Engineering**

This Agreement is by and between

**Village of Franklin Park ("Client")**  
9500 Belmont Avenue  
Franklin Park, Illinois 60131

and

**Clark Dietz, Inc. ("Clark Dietz")**  
118 South Clinton Street, Suite 600  
Chicago, Illinois 60661-5767

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

**Agreed to by Client**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to by Clark Dietz**

By:  \_\_\_\_\_

Title: President

Date: 7-1-11

**PART I  
SERVICES BY CLARK DIETZ**

**A. Project Description**

The Village of Franklin Park desires to define the necessary and acceptable infrastructure improvements to upgrade services to the Cullerton Drive Industrial Area. These special services will be designed to improve truck mobility as well as provide increased levels of service from the normal services usually provided by the Village. Clark Dietz, Inc. will provide the preliminary engineering to assist the Village in identifying the infrastructure needs and associated costs in the development of a Special Service Area (SSA).

**B. Scope**

1. Geotechnical Testing

Subsurface soil exploration will be performed by a sub-consultant to obtain representative samples of the existing subsurface conditions within the Cullerton Drive industrial area. This work will consist of no less than eight (8) corings taken of the existing roadway pavements and soil borings to a depth not to exceed 15-feet. Also included will be five (5) samples to complete CCDD requirement analysis. The soils report will be reviewed and used to assist with the design of the proposed improvements.

2. Surveying

Topographic survey will be completed for the rights-of-way of Cullerton Drive, Hart Drive, Wellington Avenue, Landen Street and Lucy Street. Existing appurtenances and visible utilities will be surveyed to develop plan and profile sheets and typical sections necessary for the preparation of the preliminary engineering. The survey will also be used to help define areas where additional right of way may be needed to accommodate proposed improvements, to define the scope required for full truck access and maneuverability, and to aid in cost estimating.

3. Base Sheet Preparation

This task will produce drawings to depict the type, size and location of the various infrastructure upgrades that will be required to support the benefits defined in the Special Service Area.

4. Preliminary Design Study

This task will produce the final document that contains the scope and costs for the Special Service Area. It will present to the Village of Franklin Park and business owners the defined scope and estimated cost of the Special Service Area. A cost matrix will be presented to assist in the presentation of the anticipated scope and corresponding estimated costs. The study will include costs of optional scope items that may be included or excluded to achieve a consensus scope and cost for the Special Service Area.

5. Sewer/Water Manhole Inspection

Condition assessments of the existing water and sewer structures will be

completed to determine the necessity of structure adjustments, reconstructions and complete replacements. The visual inspections of manholes, catch basins and inlets will define what work will be included with the proposed infrastructure improvements. Included with this work will be the condition assessment of the existing twin box culverts spanning Silver Creek under Cullerton Drive.

6. Utility Review

Correspondence with the utility companies that maintain their utilities within the rights-of-way where proposed infrastructure improvements are planned will be performed. This work will identify adjustments or relocations of private utilities that will conflict with proposed improvements and will include coordination with the affected utility companies for the appropriate adjustment or relocation of the impacted utility. Over a year may be required for a utility company to relocate a facility so an early identification is required to keep projects on schedule.

7. Right of Way Review

The purchase of right of way to increase access and mobility through the SSA intersections may be necessary. This task will use the data collected in the survey task to identify areas where purchase of such right-of-way may be warranted. As this is a long lead-time and sensitive item, an early definition is needed to preserve the project schedule.

8. Develop Public Purpose Statement

As part of the Special Service Area legal definition, the scope of the project must meet certain criteria. This task will identify the special nature of the project that is beyond the normal services that the Village provides as well as the corresponding benefit that will be received. Services such as heavy pavement design to withstand truck traffic, widened intersections to improve truck mobility and maneuverability, improved railroad grade crossings, and streetlights are examples of extra ordinary services that are not normally provided by the Village.

9. Public Meeting with Business Owners

A meeting will be required to inform the business owners of the nature, scope and cost of the SSA. The purpose of this meeting will be to inform and promote the SSA and its benefits at a meeting with the affected business owners. We contemplate only one meeting held within a Village-provided facility.

10. Meetings with Village Attorney

It will be necessary to meet with the Village attorney to coordinate all the legal filing required to produce the SAA documents. We contemplate two meetings and several telephone conversations. All meetings will produce recorded minutes.

11. Develop Official Scope and Cost Estimates

This task will produce the scope and cost documents for the SSA to assist the Village attorney in preparing the legal documents to be filed in court. We will define the project benefits using the Public Purpose Statement, the project scope for any potential bond seller/buyer and the construction cost estimate for establishing the distributed costs per business.

12. Project Management & Coordination

This task is to manage staff, and coordinate activities between Clark Dietz, the Village Attorney and the Village of Franklin Park.

**C. Schedule**

This project should last in duration no longer than five months from the signing of the contract.

**D. Assumptions/Conditions**

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois.
2. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
3. This agreement does not include the preparation of assessment roles or schedules.
4. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
5. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. No Federal permits are anticipated for this project.
7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.
9. This agreement does not include the final engineering and preparation of bidding and contract documents.
10. This agreement does not include construction engineering services.
11. This agreement does not include the preparation of legal documents for the establishment of a Special Service Area.
12. This agreement does not include the cleaning and televising of the existing sanitary and storm sewers.

**E. Electronic Data Format**

1. The Drawings for this project will be provided to the Client in printed format on paper and electronically in Adobe© Portable Document Format (PDF).

**PART II**  
**CLIENT'S RESPONSIBILITIES**

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

- A. Information/Reports**  
Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.
- B. Representative**  
Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Mr. Jeffery A. Eder, Director of Community Development.**
- C. Decisions**  
Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**PART III  
COMPENSATION**

**A. Compensation**

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$90,060.00, and shall include the following:
  - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written Client approval before authorizing these services.
  - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

**B. Billing and Payment**

1. Timing/Format
  - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
  - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, 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 date of the invoice.
  - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. Billing Records  
Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

## PART IV EQUAL EMPLOYMENT OPPORTUNITY

In the event of Clark Dietz's (hereinafter referred to as the "Consultant") non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship, status, age, physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit records as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of this contract obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts with the State of Illinois or any of its political subdivisions or municipal corporations.



**PART V**  
**STANDARD TERMS AND CONDITIONS**

**Page 1 of 2**

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party ~~in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party.~~ Client shall pay Clark Dietz for all Services, ~~including profit relating thereto,~~ rendered prior to termination, ~~plus any expenses of termination.~~
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. ~~For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.~~
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

**PART V**  
**STANDARD TERMS AND CONDITIONS**  
**Page 2 of 2**

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. ~~Client agrees that, to the fullest extent permitted by law, Clark Dietz's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz's negligence, error, omissions, strict liability or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:~~

- ~~If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or~~
- ~~If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.~~

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. ~~**STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.~~

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. ~~Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.~~

VILLAGE OF FRANKLIN PARK  
 CULLERTON DRIVE SSA PRELIMINARY ENGINEERING  
 MANHOOR ESTIMATE  
 CLARK DIETZ, INC.  
 JUNE 30, 2011

WORK TASK DESCRIPTION

PROJECT DIRECTOR	ENG V PROJECT MANAGER	ENG III STAFF ENGINEER	ENG I & II PROJECT ENGINEER	TECH IV SURVEY TECH	TECH IV CADD/DESIGN TECH	TECH II CADD/DESIGN TECH	CLERICAL	TOTAL
		4						4
		8		150		40		188
			4	16		16		36
		16	40		20			96
		36	16	24				76
		8	16			8		32
		8	16	8				32
		16					4	20
		8			16		4	28
	10							10
	80	8	24					32
10								80
								10
TOTAL HOURS	90	112	116	198	36	84	8	654

**SCHEDULE OF GENERAL BILLING RATES**

**CLARK DIETZ, INC.**

January 1, 2011

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$200.00
Engineer 8	180.00
Engineer 7	170.00
Engineer 6	160.00
Engineer 5	140.00
Engineer 4	125.00
Engineer 3	110.00
Engineer 1 & 2	95.00
Technician 5	120.00
Technician 4	110.00
Technician 3	95.00
Technician 2	75.00
Technician 1	65.00
Clerical	70.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit.

## SCHEDULE OF PROJECT RELATED EXPENSES

### CLARK DIETZ INC.

January 1, 2011

Vehicles	
Autos	\$0.55/mile
Field Vehicles	\$60.00/day or \$0.55/mile (per agreement)
Survey Van	\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment	\$20.00/hour
GPS Survey Equipment	\$30.00/hour
CADD Usage	\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")	\$0.10/copy
Color Copies* (8.5"x11")	\$0.50/copy
Color Copies* (11"x17")	\$1.50/copy
Large Format Plotting and/or Copying*	
(12"x18")	\$0.50/sheet
(22"x34" or 24"x36")	\$1.75/sheet
(30"x42")	\$2.50/sheet
(36"x48")	\$3.00/sheet
Large Format Scanning*	
(12"x18")	\$.30/sheet
(22"x34" or 24"x36")	\$1.00/sheet
(30"x42")	\$1.50/sheet
(36"x48")	\$2.00/sheet
Federal Express & UPS	At Cost

#### Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with \* are for in-house production. Larger quantities will be sent to an outside vendor.

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

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**ORDINANCE**

**NUMBER 1112-Z- \_\_**

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**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A MOTOR VEHICLE  
REPAIR SHOP USE IN THE I-2 GENERAL INDUSTRIAL DISTRICT  
(9120 MEDILL STREET)**

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**BARRETT F. PEDERSEN, Village President**  
**TOMMY THOMSON, Village Clerk**

**TOM BRIMIE**  
**JOHN JOHNSON**  
**CHERYL MCLEAN**  
**RANDALL PETERSEN**  
**ROSE RODRIGUEZ**  
**WILLIAM RUHL**  
**Trustees**

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**ORDINANCE NUMBER 1112-Z- \_\_**

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A MOTOR VEHICLE  
REPAIR SHOP USE IN THE I-2 GENERAL INDUSTRIAL DISTRICT  
(9120 MEDILL STREET)**

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

**WHEREAS**, the President and 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 11-09, has been submitted to the Village by Benchmark Tuning, LLC and Geral Kane (the “*Applicants*”) to allow within the I-2 General Industrial District the operation of a Motor Vehicle Repair Shop use (the “*Proposed Conditional Use*”) on the property commonly known as 9120 Medill Street, Franklin Park, Illinois (the “*Property*”); and

**WHEREAS**, the Zoning Board of Appeals held a public hearing on June 8, 2011 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 June 8, 2011 public hearing date by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing date in the Franklin Park Herald-Journal, a newspaper of general

circulation published in this Village; and

**WHEREAS**, the Zoning Board of Appeals has filed its findings of fact and recommendations that the 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 finds 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, morals, comfort, or general 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 of the surrounding property for uses



permitted in the I-2 General Industrial District;

4. The Proposed Conditional Use will not affect the exterior architectural appeal and functional plan of structures already constructed as to cause a substantial depreciation in property values within the neighborhood as the proposed plans will be an improvement upon the existing structure;
5. Adequate utilities, access roads, drainage and necessary facilities for the Proposed Conditional Use are already in place at the Property;
6. Ingress and egress for the Proposed Conditional Use, subject to the conditions set forth herein, shall minimally affect traffic congestion in the public streets;
7. The Proposed Conditional Use shall, in all other respects, conform to the applicable regulations of the I-2 General Industrial District.

**Section 4.** A Conditional Use, subject to the conditions set forth below, is hereby granted and issued for the operation of a Motor Vehicle Repair Shop use in the I-2 General Industrial District located at 9120 Medill Street, Franklin Park, Illinois, and legally described as follows:

LOTS 1 TO 7 BOTH INCLUSIVE, IN MURRIELLO'S RESUBDIVISION OF PART OF LOT 16, ALL OF LOTS 17, 18 AND 19 IN SYCAMORE INDUSTRIAL SUBDIVISION, A SUBDIVISION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

These conditional use permits are subject to the following conditions:

1. That this property be utilized essentially in accord with the submitted plat of survey dated 06-01-11;
2. That all vehicles awaiting repair, in the process of being repaired or finished product for pick-up be stored inside the building;
3. That all employees park on site as off-site employee parking is strictly prohibited;
4. That the use of the Property complies with all other codes and ordinances of the Village of Franklin Park;
5. That this conditional use shall be limited to Benchmark Tuning, LLC and shall not be transferable except upon reapplication, hearing and approval in the manner

provided in the Franklin Park Zoning Ordinance; and

6. This Ordinance shall be signed by the Applicant and owner of record to signify their agreement to the terms hereof.

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

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

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

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

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of July 2011, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of July 2011.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

**ACKNOWLEDGMENT BY APPLICANT AND OWNER OF RECORD: WE, THE UNDERSIGNED AUTHORIZED REPRESENTATIVES, AGREE TO THE CONDITIONS OF THIS ORDINANCE:**

\_\_\_\_\_  
Benchmark Tuning, LLC

\_\_\_\_\_  
Gerald Kane

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:  
PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, 414.05 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES, 58 MINUTES, 10 SECONDS EAST AT RIGHT ANGLES TO SAID WEST LINE, 55.00 FEET TO A POINT ON A LINE, 55.00 FEET (MEASURED PERPENDICULARLY) EAST FROM FROM AND PARALLEL WITH SAID WEST LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 50 SECONDS WEST ALONG SAID PARALLEL LINE (BEING ALSO THE EAST LINE OF NORTH CHARLES STREET), A DISTANCE OF 421.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES, 10 SECONDS WEST, A DISTANCE OF 55.00 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 00 DEGREE, 01 MINUTE, 50 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 280.00 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTH 79 DEGREES, 22 MINUTES, 36 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 548.80 FEET; THENCE SOUTH 28 DEGREES, 59 MINUTES, 10 SECONDS WEST, A DISTANCE OF 155.34 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH THE AFOREMENTIONED WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20; THENCE SOUTH 00 DEGREE, 01 MINUTE, 50 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 192.00 FEET; THENCE SOUTH 44 DEGREES, 58 MINUTES, 10 SECONDS WEST, A DISTANCE OF 70.23 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 50 SECONDS EAST PARALLEL WITH THE AFOREMENTIONED WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4, A DISTANCE OF 335. FEET; THENCE SOUTH 63 DEGREES, 24 MINUTES, 16 SECONDS WEST, A DISTANCE OF 156.52 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE AFOREMENTIONED WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 FROM THE AFOREMENTIONED POINT ON SAID WEST LINE, WHICH IS 414.05 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES, 58 MINUTES, 10 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 217.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR BENEFIT OF PARCEL 1 FOR THE PURPOSE OF MAINTAINING AND OPERATING PIPELINES AND CONDUITS TO BE USED FOR STORM, SANITARY SEWER AND WATER SUPPLY PURPOSES, AS CREATED AND SET FORTH IN DEED FROM OLYMPUS PROPERTIES, INC. AN ILLINOIS CORPORATION, TO MICHAEL GOLDSTEIN, DATED OCTOBER 10, 1997 AND RECORDED OCTOBER 20, 1997 AS DOCUMENT 97776324, OVER THE FOLLOWING DESCRIBED PROPERTY:

STORM AND SANITARY SEWER EASEMENT

A STRIP OF LAND 15.00 FEET WIDE IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2 TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, WITH THE SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED):

HIGHWAY, THENCE NORTH 79 DEGREES, 22 MINUTES, 36 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 548.80 FEET; THENCE SOUTH 28 DEGREES, 59 MINUTES, 10 SECONDS WEST, A DISTANCE OF 155.34 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH THE AFOREMENTIONED WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20; THENCE SOUTH 00 DEGREE, 01 MINUTE, 50 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 100.87 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14 DEGREES, 43 MINUTES, 08 SECONDS EAST, A DISTANCE OF 179.37 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 55.00 FEET (MEASURED PERPENDICULARLY) SOUTHERLY FROM THE AFOREMENTIONED SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTH 79 DEGREES, 22 MINUTES, 36 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 16.60 FEET; THENCE SOUTH 14 DEGREES, 43 MINUTES, 08 SECONDS WEST, A DISTANCE OF 243.45 FEET TO A POINT ON THE AFOREMENTIONED LINE DRAWN PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 00 DEGREE, 01 MINUTE, 50 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 58.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SANITARY SEWER EASEMENT

A STRIP OF LAND, 10.00 FEET WIDE IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20 WITH THE SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTH 79 DEGREES, 22 MINUTES, 36 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 548.80 FEET; THENCE SOUTH 28 DEGREES, 59 MINUTES, 10 SECONDS WEST, A DISTANCE OF 155.34 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AFOREMENTIONED WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20; THENCE SOUTH 00 DEGREE, 01 MINUTE, 50 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 192.00 FEET; THENCE SOUTH 44 DEGREES, 58 MINUTES 10, SECONDS WEST, A DISTANCE OF 30.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06 DEGREES, 35 MINUTES, 09 SECONDS WEST, A DISTANCE OF 243.45 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH THE AFOREMENTIONED WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20; THENCE NORTH 00 DEGREE, 01 MINUTE, 50 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 86.79 FEET; THENCE NORTH 06 DEGREES, 35 MINUTES, 09 SECONDS EAST, A DISTANCE OF 144.62 FEET; THENCE NORTH 44 DEGREES, 58 MINUTES, 10 SECONDS ENDORSEMENT, A DISTANCE OF 16.10 FEET TO THE POINT OF BEGINNING, IN COOK COOK, ILLINDIS.

STORM SEWER EASEMENT

A STRIP OF LAND, 10.00 FEET WIDE, IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, WITH THE SOUTHEASTERLY LINE OF THE NORTHERN ILLINDIS TOLL

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS (CONTINUED):

HIGHWAY; THENCE NORTH 79 DEGREES, 22 MINUTES, 36 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 548.80 FEET; THENCE SOUTH 28 DEGREES, 59 MINUTES, 10 SECONDS WEST, A DISTANCE OF 155.34 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH THE AFOREMENTIONED WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20; THENCE SOUTH 00 DEGREE, 01 MINUTES, 50 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 192.00 FEET; THENCE SOUTH 44 DEGREES, 58 MINUTES, 10 SECONDS WEST, A DISTANCE OF 20.90 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES, 17 MINUTES, 44 SECONDS EAST, A DISTANCE OF 318.72 FEET; THENCE SOUTH 17 DEGREES, 51 MINUTES, 59 SECONDS WEST, A DISTANCE OF 116.61 FEET; THENCE NORTH 72 DEGREES, 08 MINUTES, 01 SECOND WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 17 DEGREES, 51 MINUTES, 59 SECONDS EAST, A DISTANCE OF 96.68 FEET; THENCE SOUTH 47 DEGREES, 17 MINUTES, 45 SECONDS WEST, A DISTANCE OF 145.87 FEET; THENCE SOUTH 72 DEGREES, 55 MINUTES, 09 SECONDS WEST, A DISTANCE OF 44.16 FEET; THENCE SOUTH 17 DEGREES, 04 MINUTES, 51 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 72 DEGREES, 55 MINUTES, 09 SECONDS WEST, A DISTANCE OF 54.45 FEET; THENCE NORTH 53 DEGREES, 23 MINUTES, 33 SECONDS WEST, A DISTANCE OF 54.69 FEET; THENCE SOUTH 89 DEGREES, 56 MINUTES, 54 SECONDS WEST, A DISTANCE OF 132.32 FEET; THENCE NORTH 00 DEGREE, 03 MINUTES, 06 SECONDS WEST, A DISTANCE OF 30.55 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE AFOREMENTIONED WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 FROM A POINT ON SAID WEST LINE, WHICH IS 414.05 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES, 58 MINUTES, 10 SECONDS EAST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00 DEGREE, 03 MINUTES, 06 SECONDS EAST, A DISTANCE OF 30.55 FEET; THENCE NORTH 89 DEGREES, 56 MINUTES, 54 SECONDS EAST, A DISTANCE OF 119.92 FEET; THENCE NORTH 06 DEGREES, 25 MINUTES, 27 SECONDS EAST, A DISTANCE OF 31.32 FEET; THENCE NORTH 63 DEGREES, 24 MINUTES, 16 SECONDS EAST, A DISTANCE OF 11.93 FEET; THENCE SOUTH 06 DEGREES, 25 MINUTES, 27 SECONDS WEST, A DISTANCE OF 41.58 FEET; THENCE SOUTH 53 DEGREES, 23 MINUTES, 33 SECONDS EAST, A DISTANCE OF 58.84 FEET; THENCE NORTH 47 DEGREES, 17 MINUTES, 45 SECONDS EAST, A DISTANCE OF 167.39 FEET; THENCE NORTH 02 DEGREES, 17 MINUTES, 44 SECONDS WEST, A DISTANCE OF 406.28 FEET; THENCE NORTH 44 DEGREES, 58 MINUTES, 10 SECONDS EAST, A DISTANCE OF 13.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.