

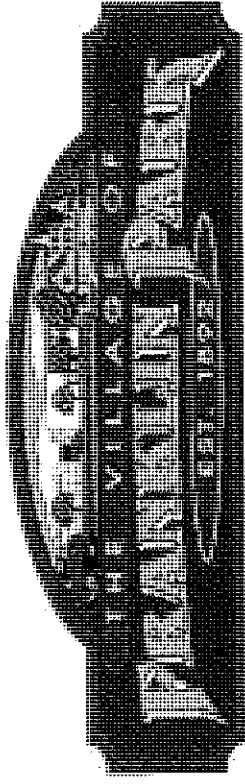
**VILLAGE OF FRANKLIN PARK
VOUCHER AND PAYMENT SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
10/03/11**

		09/23/11	9/9/11 (Retro Pay)
Payroll Ending			
Village Portion of Social Security		8,294.46	2,294.86
Village Portion of Medicare		4,907.19	570.14
Prior Month Village Portion of IMRF			
Gross Payroll		401,756.24	45,077.66
Special Payrolls			
Total Payroll Expense		\$ 414,957.89	47,942.66
Garra Expense		\$0.00	
Manual Checks & Wires			
Manual Checks		114,715.82	
Total Manual Checks & Wires		\$ 114,715.82	
ACH Debits			
Health Insurance Premium		\$175,891.50	
Other			
Total ACH Debits		\$175,891.50	
Total Voucher		\$539,079.89	
Grand Total Payments		\$ 1,292,587.76	

Accounts Payable Computer Check Proof List

User: cperez

Printed: 09/29/2011 - 10:08 AM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0787 20111078	1-800 BOARD UP BOARD UP SVCS- 3545 EMERSON Check Total:	323.00 323.00	10/07/2011	Check Sequence: 1 10-13-53000	ACH Enabled: No
Vendor:3443 496726	1st AYD Corporation STATION SUPPLIES Check Total:	408.13 408.13	10/07/2011	Check Sequence: 2 10-30-62030	ACH Enabled: No
Vendor:1259 039790/1	Ace Hardware STATION #2- COVER SQ BOX Check Total:	5.98 5.98	10/07/2011	Check Sequence: 3 10-30-62050	ACH Enabled: No
Vendor:1260 040060/1	Ace Hardware MASKING TAPE/ FAN NOZZLE/BRUSH Check Total:	136.87 136.87	10/07/2011	Check Sequence: 4 35-01-52600	ACH Enabled: No
Vendor:1263 040142/1	Ace Hardware HAND SANITIZER REFILL Check Total:	29.97 29.97	10/07/2011	Check Sequence: 5 10-13-52200	ACH Enabled: No
Vendor:1264 039758/1 039785/1 039820/1 039826/1	Ace Hardware NOW SPRAY PAINT BRUSH ROLLER AND ROLLER TRAY YELLOW SPRAYPAINT UTILITY KNIVES, ROLLERS Check Total:	4.98 37.42 10.98 37.91 91.29	10/07/2011 10/07/2011 10/07/2011 10/07/2011	Check Sequence: 6 10-90-62070 10-90-62610 10-90-62070 10-90-62610	ACH Enabled: No
Vendor:3364 1245111-09-2011	ADP Screening & Selection MTHLY SCREENING SRVCS SEPT 2011	24.48	10/07/2011	Check Sequence: 7 10-60-59000	ACH Enabled: No

Reference

Amount Payment Date Acct Number

Description

Invoice No

	Check Total:	24.48			
Vendor:4751 216395	ADVANCED OCCUPATIONAL POST-ACCIDENT DRUG & ALCOHOL TEST Check Total:	100.00 100.00	10/07/2011	Check Sequence: 8 10-52-59000	ACH Enabled: No
Vendor:3050 75706	Air One Equipment, Inc. BREATHING QUALITY AIR TEST Check Total:	145.00 145.00	10/07/2011	Check Sequence: 9 10-30-62120	ACH Enabled: No
Vendor:3576 105615571 105661344	AIRGAS NORTH CENTRAL OXYGEN & ACETYLENE AIR ARGON AND OTHER GASSES Check Total:	217.01 16.46 233.47	10/07/2011 10/07/2011	Check Sequence: 10 08-01-89115 10-30-62090	ACH Enabled: No
Vendor:0010 0459384-IN 0459385-CM	ALEXANDER CHEMICAL CORP CHLORINE & DEPOSIT FEE DEPOSIT FEE Check Total:	4,420.00 -1,800.00 2,620.00	10/07/2011 10/07/2011	Check Sequence: 11 34-01-62880 34-01-62880	ACH Enabled: No
Vendor:3495 79277	Alexander Equipment Company STUMP GRINDER RENTAL Check Total:	454.85 454.85	10/07/2011	Check Sequence: 12 10-90-50110	ACH Enabled: No
Vendor:3056 4215	ALL TECH ENERGY, INC. LIGHTING RETROFIT Check Total:	44,150.00 44,150.00	10/07/2011	Check Sequence: 13 10-12-55000	ACH Enabled: No
Vendor:0013 162453 162773	ALLIED ASPHALT PAVING CO. COLD PATCHES SURFACE HOIPATCH Check Total:	1,509.39 413.18 1,922.57	10/07/2011 10/07/2011	Check Sequence: 14 10-90-82781 10-90-82630	ACH Enabled: No
Vendor:4552 0551-008816261	ALLIED WASTE SERVICES SCAVENGER SERVICE AUGUST 2011 Check Total:	106,099.70 106,099.70	10/07/2011	Check Sequence: 15 09-01-64010	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:2838 76449	AMERICAN DOOR AND DOCK CHLORINE PEDESTRIAN DOOR Check Total:	1,980.00 1,980.00	10/07/2011	Check Sequence: 16 10-13-52600	ACH Enabled: No
Vendor:5011 U1122663LI	AMERICAN MESSAGING PAGERS Check Total:	25.40 25.40	10/07/2011	Check Sequence: 17 10-30-51170	ACH Enabled: No
Vendor:4305 5502	Animal Welfare League STRAY DOGS Check Total:	68.25 68.25	10/07/2011	Check Sequence: 18 10-20-60625	ACH Enabled: No
Vendor:5347 701-7377625 701-7377626 701-7379041 701-7387260 701-7387261	ARAMARK UNIFORM SERVICES RUBBER MATS AND SCRAPERS, 9/13/11 RUBBER MATS AND SCRAPERS STATION MATS RUBBER MATS AND SCRAPERS, 9/20/11 RUBBER MATS AND SCRAPERS, 9/20/11 Check Total:	47.73 63.50 76.00 47.73 63.50 298.46	10/07/2011 10/07/2011 10/07/2011 10/07/2011 10/07/2011	Check Sequence: 19 10-13-52600 10-13-52600 10-30-62050 10-13-52600 10-13-52600	ACH Enabled: No
Vendor:0925 106394 106395	Bellwood Electric Motors, Inc. SOFT STARTER FOR PUMP STATION SOFT STARTER FOR PUMP STATION Check Total:	4,650.00 4,650.00 9,300.00	10/07/2011 10/07/2011	Check Sequence: 20 35-01-50940 35-01-50940	ACH Enabled: No
Vendor:1764 1159	BIUNDO LANDSCAPING GRASS CUTTING AUGUST 2011 Check Total:	1,260.00 1,260.00	10/07/2011	Check Sequence: 21 10-60-63550	ACH Enabled: No
Vendor:0347 61666	Builders Chicago Corporation STATION #1 DOOR REPAIRS Check Total:	1,307.46 1,307.46	10/07/2011	Check Sequence: 22 10-13-52600	ACH Enabled: No
Vendor:3236 119347 119456 119521 2046-118910 2046-118972	CARQUEST ATTN: LARRY TIMING KIT FOR #871 LIGHTBULBS FOR #895 SWAY BAR LINKS FOR #481 40LB CLAY PRODUCT STANDARD UJOINT AND BALL JOINT	361.32 9.80 116.82 72.50 259.24	10/07/2011 10/07/2011 10/07/2011 10/07/2011 10/07/2011	Check Sequence: 23 08-01-50020 08-01-50020 08-01-50030 08-01-50030 08-01-50034	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2046-118975	OIL SEAL FOR 214	83.94	10/07/2011	08-01-50034	
2046-119018	MIRROR ADHESIVE FOR 485	4.52	10/07/2011	08-01-50030	
2046-119145	TRANS FILTER FOR 875	19.23	10/07/2011	08-01-50020	
2046-119160	BATTERIES FOR #207	308.49	10/07/2011	08-01-50090	
	Check Total:	1,235.86			
Vendor:0042	CINTIAS FIRST AID & SAFETY	47.86	10/07/2011	Check Sequence: 24	ACH Enabled: No
0343729066	ADVIL/WIPES	107.70	10/07/2011	34-01-52200	
0343730201	ADVIL/EYEWASH/ WIPES ETC	155.56		10-90-62680	
	Check Total:				
Vendor:2783	CJC Auto Parts	53.90	10/07/2011	Check Sequence: 25	ACH Enabled: No
354607	OIL FILTERS FOR #481	53.90		08-01-50030	
	Check Total:				
Vendor:1420	CLARK DIETZ, INC.	4,180.00	10/07/2011	Check Sequence: 26	ACH Enabled: No
409108	REEVES & PEARL PROJECT 6/25-7/29	4,180.00		34-01-82800	
	Check Total:				
Vendor:5257	COMED	50.07	10/07/2011	Check Sequence: 27	ACH Enabled: No
0110107036/9/1	ELECTRICITY-0110107036	62.40	10/07/2011	35-01-62800	
151311004/0911	ELECTRICITY 1513111004	468.87	10/07/2011	10-50-62330	
3195005070/911	ELECTRICITY 3195005070	341.02	10/07/2011	10-50-62330	
3291125046/0911	ELECTRICITY - 3291125046	19.22	10/07/2011	34-01-62800	
3893073029/911	ELECTRICITY -3893073029	796.16	10/07/2011	10-50-62330	
5228412016/911	ELECTRICITY5228412016	25.27	10/07/2011	10-50-62330	
5228429011/0911	ELECTRICITY - 5228429011	347.86	10/07/2011	34-01-62800	
5228689026/0911	ELECTRICITY - 5228689026	293.97	10/07/2011	35-01-62800	
5396076006/0911	ELECTRICITY - 5396076006	8.15	10/07/2011	10-50-62330	
5732152069/911	ELECTRICITY 5732152069	2,412.99	10/07/2011	10-50-62330	
	Check Total:				
Vendor:1448	COOK COUNTY CLERK	10.00	10/07/2011	Check Sequence: 28	ACH Enabled: No
09212011	FEE FOR R.JOHNSON NOTARY CERT	10.00		10-18-59000	
	Check Total:				
Vendor:0768	Cook County Sheriff's Pol Dept	150.00	10/07/2011	Check Sequence: 29	ACH Enabled: No
1005	USE OF TRAINING RANGE			10-20-52001	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	150.00			
Vendor:0416 102124	COPS Testing Service Inc. PRE-EMPLOYMENT PSYCH ASSESSMENT Check Total:	850.00 850.00	10/07/2011	Check Sequence: 30 10-40-62260	ACH Enabled: No
Vendor:1337 149416	Corporate Business Cards, Ltd SEPTEMBER NEWSLETTER Check Total:	1,964.94 1,964.94	10/07/2011	Check Sequence: 31 10-01-51880	ACH Enabled: No
Vendor:3788 09202011	Crains Chicago Business YEARLY SUBSCRIPTION Check Total:	39.00 39.00	10/07/2011	Check Sequence: 32 10-90-51700	ACH Enabled: No
Vendor:4522 09052011	CROWE HORWATH AUDIT EXAM 4/30/11 STATEMENTS Check Total:	20,000.00 20,000.00	10/07/2011	Check Sequence: 33 10-33-52400	ACH Enabled: No
Vendor:1464 0000109473 0000109865 0000110624 089565 089572	D & P CONSTRUCTION 30 YARD EXCHANGE 30 YARD EXCHANGE SWITCH STREET SWEEPINGS STREET SWEEPINGS Check Total:	300.00 600.00 300.00 712.00 356.00 2,268.00	10/07/2011 10/07/2011 10/07/2011 10/07/2011 10/07/2011	Check Sequence: 34 09-01-64000 09-01-64000 09-01-64000 09-01-64000 09-01-64000	ACH Enabled: No
Vendor:5503 0000265503	DISCOVERY BENEFITS MONTHLY PART & DEBIT CARD FEE 9/11 Check Total:	245.00 245.00	10/07/2011	Check Sequence: 35 10-01-40999	ACH Enabled: No
Vendor:0002 001	DMD SERVICES, INC. PARTIAL PYMT FOR DEMO-3010 MANNHEIM RD Check Total:	169,750.00 169,750.00	10/07/2011	Check Sequence: 36 12-01-52000	ACH Enabled: No
Vendor:1668 033783	Dupage Topsoil Inc SEMI PULV & DELIVERY Check Total:	295.00 295.00	10/07/2011	Check Sequence: 37 10-90-62670	ACH Enabled: No

Reference

Amount Payment Date Acct Number

Invoice No Description

ACH Enabled: No

Vendor: 1755
21988A
21988B
E HOFFMAN INC
DIRT MIX/ASPHALT HAULED OUT
DIRT MIX/ASPHALT HAULED OUT
Check Total:
6,000.00 10/07/2011
3,000.00 10/07/2011
9,000.00

Check Sequence: 38
34-01-62860
35-01-63070

ACH Enabled: No

Vendor: 8255
0046518
0046611
0046690
0046691
EJ EQUIPMENT
LEAF BUILDER/VALVE ASSEMBLY
PRIMARY FILTER
LOCK VALVE
COIL VICKERS/ LOCK VALVE SWEEPER2
Check Total:
1,811.20 10/07/2011
118.14 10/07/2011
53.17 10/07/2011
53.17 10/07/2011
2,035.68

Check Sequence: 39
08-01-50009
08-01-50009
08-01-50009
08-01-50009

ACH Enabled: No

Vendor: 3829
8881
ELECTRICAL SYSTEMS, INC.
MAIN STREET PUMP #1 REPLACEMENT
Check Total:
5,129.33 10/07/2011
5,129.33

Check Sequence: 40
34-01-82990

ACH Enabled: No

Vendor: 3278
25316
Elevator Inspection Svc. Co.
REINSP FOR ELEVATOR INSP @10035 GRAND
Check Total:
25.00 10/07/2011
25.00

Check Sequence: 41
10-13-60550

ACH Enabled: No

Vendor: 5609
100441800220
100587800230
100588000220
EXELON ENERGY
ELECTRICITY-EE1004418
ELECTRICITY-EE1005878
ELECTRICITY-EE1005880
Check Total:
7,490.97 10/07/2011
3,898.67 10/07/2011
38.12 10/07/2011
11,427.76

Check Sequence: 42
34-01-62800
34-01-62800
34-01-62800

ACH Enabled: No

Vendor: 5243
27195538
FLEET SERVICES
FUEL PURCHASE
Check Total:
287.72 10/07/2011
287.72

Check Sequence: 43
34-01-50200

ACH Enabled: No

Vendor: 0502
11038
41038
FLOORS & WALLS UNLIMITED
PAINT & SUPPLIES
RADIO ROOM MATERIALS
Check Total:
147.61 10/07/2011
72.76 10/07/2011
220.37

Check Sequence: 44
10-90-62590
10-13-52600

ACH Enabled: No

Vendor: 0080
24520
FRANKLIN PK. BLDG. MATERIALS
RIVER ROCK STONE
Check Total:
63.00 10/07/2011
63.00

Check Sequence: 45
10-90-62660

ACH Enabled: No

Check Sequence: 46
 10-90-62680
 10-90-62680
 10-90-62680
 10-90-62680
 10-90-62680
 10-90-62680
 10-01-50400
 10-01-50400

Vendor:3510
 PINV316598
 PINV317947
 PINV322786
 PINV322886
 PINV323374
 PINV323455
 PINV324120
 PINV324219

GARVEY'S OFFICE PRODUCTS
 ENERGIZER BATTERIES & CLEANERS
 INK, BOXES, CARDS, POCKET FOLDERS
 DESKTOP CALCULATOR
 BATTERY AND POCKET FOLDERS
 ENERGIZER BATTERIES
 LITHIUM AA BATTERIES
 BOTTLE, WASTE, TONER, TYPE 165
 ROYAL BLUE CERTIFICATES & PAPER
 Check Total:

ACH Enabled: No

Check Sequence: 47
 10-33-52400

Vendor:4516
 124910

GONZALEZ & ASSOCIATES, P.C.
 SVCS RENDERED 8/16-8/31
 Check Total:

ACH Enabled: No

Check Sequence: 48
 10-90-62070
 10-90-62070

Vendor:5200
 9613094425
 9618430798

GRAINGER
 FLASHLIGHTS, DRILL BIT AND TOOL SET
 TARP, CANVAS, TAN
 Check Total:

ACH Enabled: No

Check Sequence: 49
 10-52-62390

Vendor:5604
 438827-OCT

GUARDIAN LIFE INSURANCE-APPLET
 DENTAL OCT 2011
 Check Total:

ACH Enabled: No

Check Sequence: 50
 10-90-62690
 10-90-62710
 10-90-62710
 10-90-62710
 10-13-52600
 10-90-62690
 10-90-62690
 10-90-62690
 10-90-62710

Vendor:1555
 18805
 18806
 18807
 18808
 18809
 18810
 18811
 18882
 18889

H & H ELECTRIC COMPANY
 SCHILLER BLVD. ASSIST WITH CABLES
 STRLIGHT CABLES- EMGNCY LOCATION
 WASHINGTON& CHESTNUT- COMED CABLES
 3102 LOUIS- ASSIST W COMED CABLES
 CHECK B-12 TOWER FOR POWER
 STREETLIGHT OUTAGES
 LINCOLN ST. CUT COMED CABLES
 TRAFFIC SIGNAL CONTRACT MAINT
 FRANKLIN & 25TH MANHOLE COVER
 Check Total:

ACH Enabled: No

Check Sequence: 51
 10-13-52600
 10-13-52600

Vendor:0615
 624561
 625536

H & H Industries Inc.
 LIGHT BULBS FOR MAYOR OFFICE
 LIGHT BULBS FOR MAYOR OFFICE

	Check Total:	174.88			
Vendor:1242	HARTS TRACTOR CO. INC.	908.29	10/07/2011		ACH Enabled: No
00040773	HOSE, PARTS & LABOR TO 475	6,847.65	10/07/2011	Check Sequence: 52	
40887	REPLACE TORBO ON #471	7,755.94		08-01-50030	
	Check Total:				
Vendor:5204	HILL MECHANICAL GROUP	412.76	10/07/2011	Check Sequence: 53	ACH Enabled: No
172110	9535 BELMONT-CKED OPERATIONS	584.83	10/07/2011	10-13-52600	
172204	WASHED UNITS @3113 ATLANTIC	168.52	10/07/2011	10-13-52600	
172300	CORD COILS WERE PLUGGED	229.20	10/07/2011	10-13-52600	
172301	MAINT INSP OF ROOF TOP,BAD BELTS	334.48	10/07/2011	10-13-52600	
172304	REPLACED COMP CONTACTOR	543.25	10/07/2011	10-13-52600	
172306	CONDENSER @9535 BELMONT-WOULDNT START	29.78	10/07/2011	10-13-52600	
172522	INSPECTED EXHAUST FANS, REPLACED BELT	2,302.82			
	Check Total:				
Vendor:1509	Illinois Fire Apparatus Mech. A	40.00	10/07/2011	Check Sequence: 54	ACH Enabled: No
09232011	IL FIRE APP. MECHANICS MEMBERSHIP DUES	40.00		08-01-89115	
	Check Total:				
Vendor:4031	INK & TONER	25.98	10/07/2011	Check Sequence: 55	ACH Enabled: No
98888	RECHARGED TONER CARTRIDGE	127.91	10/07/2011	10-01-50400	
98889	ASSORTED INK CARTRIDGES & TANKS	153.89		10-01-50400	
	Check Total:				
Vendor:4144	International Code Council	125.00	10/07/2011	Check Sequence: 56	ACH Enabled: No
2854633	RENEWAL FOR ICC MEMBERSHIP FOR C. CUPELLO	125.00		10-13-52100	
	Check Total:				
Vendor:0487	J.P. Phillips Inc.	1,690.00	10/07/2011	Check Sequence: 57	ACH Enabled: No
11176	EIFS WORK FOR VILLAGE HALL	1,690.00		10-13-52600	
	Check Total:				
Vendor:1534	JKS VENTURES, INC.	90.00	10/07/2011	Check Sequence: 58	ACH Enabled: No
162311	NATURES BLEND MULCH	238.32	10/07/2011	10-90-62600	
162464	STONE	239.04	10/07/2011	34-01-62860	
162513	STONE		10/07/2011	10-90-62660	

Reference

Amount Payment Date Acct Number

Invoice No Description

	Check Total:	567.36			
Vendor:2176	BOB JOHNSEN	2,000.00	10/07/2011	10-90-62590	ACH Enabled: No
09202011	INSTALLATION OF CEILING GRID&TILE	2,000.00			
	Check Total:				
Vendor:3233	Just Tires	23.65	10/07/2011	08-01-50020	ACH Enabled: No
206883	REPAIR TIRE FOR 877	229.86	10/07/2011	08-01-50020	
206944	2 TIRES FOR 870	224.45	10/07/2011	08-01-50020	
207183	PARTS AND LABOR	-65.43	10/07/2011	08-01-50020	
207204	CREDIT MEMO	412.53			
	Check Total:				
Vendor:0497	Kane, Mc Kenna & Associates	16.08	10/07/2011	42-01-67590	ACH Enabled: No
10583A	PROF SVCS ATR CONTRACT 1/13/10	16.07	10/07/2011	13-01-67590	
10583B	PROF SVCS ATR CONTRACT 1/13/10	16.07	10/07/2011	40-01-67590	
10583C	PROF SVCS ATR CONTRACT 1/13/10	16.07	10/07/2011	12-01-67590	
10583D	PROF SVCS ATR CONTRACT 1/13/10	16.07	10/07/2011	22-01-67590	
10583E	PROF SVCS ATR CONTRACT 1/13/10	16.07	10/07/2011	43-01-67590	
10583F	PROF SVCS ATR CONTRACT 1/13/10	16.07	10/07/2011	14-01-67590	
10583G	PROF SVCS ATR CONTRACT 1/13/10	112.50			
	Check Total:				
Vendor:0110	KRIETER CONCRETE CONST.	900.00	10/07/2011	34-01-62860	ACH Enabled: No
2719	3503 MARTINS WATER SYSTEM REPAIR	2,455.00	10/07/2011	34-01-62860	
2721	3714 RUNGE WATER SYSTEM REPAIR	3,150.00	10/07/2011	34-01-62860	
2724	HAWTHORNE & PEARL WTR SYSM RPR	6,505.00			
	Check Total:				
Vendor:1333	Lawson Products, Inc.	219.53	10/07/2011	34-01-52200	ACH Enabled: No
930009019	DEODERIZERS	36.04	10/07/2011	10-90-62610	
9300066719	STEEL FLAT WA USS (FOR SIGNS)	392.54	10/07/2011	10-90-62610	
9300066730	HANDCAPS/WASHER/SCREW (SIGNS)	274.37	10/07/2011	08-01-89115	
9300118859	HOSE CLAMP, ADAPTER, DISCS	922.48			
	Check Total:				
Vendor:1970	LEXIS NEXIS	300.50	10/07/2011	10-20-60560	ACH Enabled: No
144779420110731	USER FEE FOR 2011				

Reference

Amount Payment Date Acct Number

Description

Invoice No

	Check Total:	300.50			
Vendor:3401 112113	LEYDEN LAWN SPRINKLER INSTAL OF SPRINKLER SYS IN LOT Check Total:	2,000.00 2,000.00	10/07/2011	Check Sequence: 65 10-90-62600	ACH Enabled: No
Vendor:0318 2011-249	M&M Patio Stone Co. Inc. CONCRETE PARKING BLOCKS Check Total:	1,349.00 1,349.00	10/07/2011	Check Sequence: 66 10-90-62600	ACH Enabled: No
Vendor:4850 N1424465 N1868293 N2769921	MAILFINANCE/Neopost Leasing LEASE 08041945 QIRLY PYMNT POST LEASE 08041945 QIRLY PYMT LEASE 07051013 13-OCT-11 12-NOV-11 Check Total:	1,075.55 1,129.33 452.14 2,657.02	10/07/2011 10/07/2011 10/07/2011	Check Sequence: 67 10-02-80001 10-02-80001 10-01-50930	ACH Enabled: No
Vendor:0041 09022011 09042011	MCCLOUGHLIN LANDSCAPING & SNOWP VILLAGE HALL WEEKLY MAINTENANCE GRASS CUTTING AT GRAND & MARTIN Check Total:	1,050.00 1,750.00 2,800.00	10/07/2011 10/07/2011	Check Sequence: 68 10-90-62600 10-13-52600	ACH Enabled: No
Vendor:0131 98635	MENARDS - MELROSE PARK WATER, STEP LADDER, BAGS Check Total:	71.90 71.90	10/07/2011	Check Sequence: 69 10-13-52200	ACH Enabled: No
Vendor:1735 09142011	ROBERT MICHALOWSKI ARCHITECTURAL SVCS OCT 2011 Check Total:	1,417.00 1,417.00	10/07/2011	Check Sequence: 70 10-12-52925	ACH Enabled: No
Vendor:2046 70387A	MID AMERICAN WATER INC. HYDRANT HEAD/CLAMPS Check Total:	4,694.34 4,694.34	10/07/2011	Check Sequence: 71 34-01-62860	ACH Enabled: No
Vendor:0353 3512300 3549000	MTS Safety Products, Inc. CROSSING GUARD SAFETY VESTS CROSSING GUARD RAINCOAT Check Total:	195.17 32.04 227.21	10/07/2011 10/07/2011	Check Sequence: 72 10-20-60330 10-20-60330	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4013 972 972-1	NEMRT SCHOOL/OFC MORIN SCHOOL/OFC QUIROGA Check Total:	50.00 60.00 110.00	10/07/2011 10/07/2011	Check Sequence: 73 10-20-52001 10-20-52001	ACH Enabled: No
Vendor:2033 49072 49077	NICK'S SALES AND SERVICE PLUGS & OIL FOR MOWERS BATTERY/FILTERS FOR TORO MOWER Check Total:	30.35 172.35 202.70	10/07/2011 10/07/2011	Check Sequence: 74 08-01-50034 08-01-50034	ACH Enabled: No
Vendor:4521 08842900006/911 18952060202/911 45671900004/911	NICOR HEATING 08842900006 0726-0826 HEATING 18952060202 HEATING 45671900004 Check Total:	145.21 3.38 130.77 279.36	10/07/2011 10/07/2011 10/07/2011	Check Sequence: 75 10-30-52450 35-01-52450 34-01-62940	ACH Enabled: No
Vendor:1321 7962	NIPSTA FIRE OFFICER I LEADERSHIP II Check Total:	300.00 300.00	10/07/2011	Check Sequence: 76 10-30-52001	ACH Enabled: No
Vendor:3454 6165876	NORTHWEST FORD SHIFT CABLE FOR 207 Check Total:	97.37 97.37	10/07/2011	Check Sequence: 77 08-01-50090	ACH Enabled: No
Vendor:3227 9921-1 9921-10 9921-11 9921-12 9921-13 9921-2 9921-3 9921-4 9921-5 9921-6 9921-7 9921-8 9921-9	ODELSON & STERK, LTD UNION PACIFIC BRIDGE DEVELOPMENT ORDINANCES GENERAL POLICE STATION INDUSTRIAL REDEV PROJ AREA FIRE- VACANCIES POP NEGOTIATIONS OWNERS INS ZONING ORDINANCES GENERAL POLICE STATION Check Total:	1,031.25 26.85 22.09 430.95 28.16 907.50 495.00 82.50 82.50 1,361.25 5,676.25 14,215.00 1,773.75 26,133.05	10/07/2011 10/07/2011 10/07/2011 10/07/2011 10/07/2011 10/07/2011 10/07/2011 10/07/2011 10/07/2011 10/07/2011 10/07/2011 10/07/2011 10/07/2011 10/07/2011	Check Sequence: 78 10-72-62557 10-72-62557 10-72-62557 10-72-62557 54-01-51000 10-72-62557 10-30-64000 10-20-64000 10-72-62557 10-72-62557 10-72-62557 10-72-62557 54-01-51000	ACH Enabled: No

Reference

Amount Payment Date Acct Number

Description

Invoice No

ACH Enabled: No

Check Sequence: 79
08-01-89115

47.52 10/07/2011
47.52

PARTS3 LLC
BRAKE CLEANER
Check Total:

Vendor:3311
233

ACH Enabled: No

Check Sequence: 80
34-01-50100
34-01-50100
34-01-50100

-229.87 10/07/2011
150.86 10/07/2011
95.51 10/07/2011
16.50

Patten Industries, Inc.
CREDIT AS PER AUG STATEMENT
TUBE AND SEALS
LATCH AND CAP
Check Total:

Vendor:0142
1413000 AUG
P50C0755247
P50C0755551

ACH Enabled: No

Check Sequence: 81
10-01-50930

700.00 10/07/2011
700.00

PITNEY BOWES GLOBAL FIN.SRVCS.
POSTAGE METER REFILL
Check Total:

Vendor:4235
21838524862/SEP

ACH Enabled: No

Check Sequence: 82
10-30-51170

700.00 10/07/2011
700.00

Portable Comm Specialists Inc
TEN NICAD BATTERIES
Check Total:

Vendor:0058
101105897

ACH Enabled: No

Check Sequence: 83
10-01-51700

299.00 10/07/2011
299.00

Progressive Business Publicat
ONE YEAR SUBSCRIPTION
Check Total:

Vendor:3440
05798880

ACH Enabled: No

Check Sequence: 84
10-90-60600
10-90-60600
10-90-62070

144.00 10/07/2011
84.95 10/07/2011
225.60 10/07/2011
454.55

Prosafety Inc
PRO SERIES GLOVES
LEATHER GLOVES/GOGGLES/VISORS
PRO SERIES GLOVES
Check Total:

Vendor:1166
2/704740
2/705150
2/705500

ACH Enabled: No

Check Sequence: 85
10-60-63550

1,485.00 10/07/2011
1,485.00

PTL LANDSCAPING
LAWN CUTTING AUGUST 2011
Check Total:

Vendor:1924
3196

ACH Enabled: No

Check Sequence: 86
10-30-51170

35.00 10/07/2011
35.00

Radco Communications, Inc.
PROGRAM SINGLE CHANNEL MINITOR V
Check Total:

Vendor:1096
76990

ACH Enabled: No

Check Sequence: 87
34-01-62070

465.00 10/07/2011

RADIOMAN GROUP INC
EXTENDED BATTERIES AND CASES

Vendor:2867
310673N

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	465.00			
Vendor:0627 0042479-IN	RAY O'HERRON AMMO Check Total:	715.65 715.65	10/07/2011	Check Sequence: 88 10-20-60610	ACH Enabled: No
Vendor:2872 L69781-001	Reebie Storage SCALE USE Check Total:	21.00 21.00	10/07/2011	Check Sequence: 89 10-20-60330	ACH Enabled: No
Vendor:5408 20330 9984	RESTORE BOARD UP FEE FOR BOARD UP @9353 BELMONT BOARD UP POST FIRE @3010 MANNHEIM Check Total:	165.00 4,406.00 4,571.00	10/07/2011 10/07/2011	Check Sequence: 90 54-01-50000 12-01-52000	ACH Enabled: No
Vendor:3621 2006	REY'S LANDSCAPING LAWN CUTTING AUGUST 2011 Check Total:	1,650.00 1,650.00	10/07/2011	Check Sequence: 91 10-60-63550	ACH Enabled: No
Vendor:2419 1107691 1107730 1113786	Russo's Power Equipment SPARK PLUGS/FILTER/BLADES GRAIN SCOOP RAKE HANDLE Check Total:	83.06 77.97 23.94 184.97	10/07/2011 10/07/2011 10/07/2011	Check Sequence: 92 10-90-62780 10-90-62780 10-90-62600	ACH Enabled: No
Vendor:5529 75717 76087 76095	SEAWAY SUPPLY BOBRICK HARDWARE CATCH & SCREEN SOAP, DETERGENT & PAPER TOWELS PAPER TOWEL TISSUES/ROLLS Check Total:	138.70 560.00 60.00 758.70	10/07/2011 10/07/2011 10/07/2011	Check Sequence: 93 10-90-62070 35-01-52200 34-01-52200	ACH Enabled: No
Vendor:1899 6592970	Service Sanitation, Inc. PORTABLE RESTROOM Check Total:	95.00 95.00	10/07/2011	Check Sequence: 94 10-90-62600	ACH Enabled: No
Vendor:0172 113584	Service Spring Co., Inc. REPLACED PINS ON TRUCK 228	132.43	10/07/2011	Check Sequence: 95 10-90-50100	ACH Enabled: No

Invoice No Description

	Check Total:	132.43				
Vendor:0850	SHEMIN	360.00	10/07/2011		Check Sequence: 96	ACH Enabled: No
773422	SEED & ADHESIVE MIX	38.05	10/07/2011		10-90-62600	
774699	FLOWERS (YELL/RED/PANSY ASSORT)	398.05			10-90-62600	
	Check Total:					
Vendor:3697	SPD Incorporated	2,758.85	10/07/2011		Check Sequence: 97	ACH Enabled: No
6081	PARTS & LABOR- RESERVOIR FILL VALVE	633.93	10/07/2011		34-01-50940	
6120	PARTS/LABOR.BLOCKAGE RPR PUMP#1	3,392.78			34-01-62860	
	Check Total:					
Vendor:0721	Speed-O-Lite Printing Center	130.00	10/07/2011		Check Sequence: 98	ACH Enabled: No
61357	COURT CASE INFO FILE ENVELOPES	130.00			10-13-51800	
	Check Total:					
Vendor:5433	STAFFORDS	650.00	10/07/2011		Check Sequence: 99	ACH Enabled: No
417981	TRANSMISSION FOR 875	650.00			08-01-50020	
	Check Total:					
Vendor:0340	Storino, Ramello & Durkin	831.25	10/07/2011		Check Sequence: 100	ACH Enabled: No
55901	GENERAL CORP MATTERS	2,280.40	10/07/2011		10-72-62557	
55902	KINGS POINT GENERAL CEMENT	3,111.65			10-72-62557	
	Check Total:					
Vendor:0182	Suburban Laboratories	175.00	10/07/2011		Check Sequence: 101	ACH Enabled: No
11693	SAMPLE TESTING- COLIFORM	175.00			34-01-62850	
	Check Total:					
Vendor:0183	SUBURBAN WELDING STEEL, LLC	89.00	10/07/2011		Check Sequence: 102	ACH Enabled: No
47482	EQUIP/LABOR TO WELD CHAIN GATE	897.00	10/07/2011		10-90-50110	
47652	LABOR TO REPAIR BUCKET WELD	295.57	10/07/2011		10-90-50110	
47682	LABOR TO RPR CRACKS ON SWEEPER 2	1,281.57			10-90-50110	
	Check Total:					
Vendor:5462	SUN LIFE & HEALTH INS. CO.	1,597.45	10/07/2011		Check Sequence: 103	ACH Enabled: No
008-1294-02 7 S	VOLUNTARY LIFE INSURANCE 10/2011	3,085.30	10/07/2011		10-52-62380	
218110/9	MONTHLY DISABILITY OCTOBER 2011				10-52-62370	

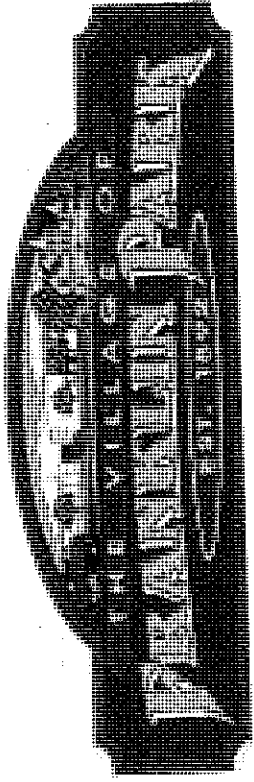
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	Check Total:	4,682.75			
Vendor:3482	SUPERIOR ROAD STRIPING, INC.				
465911	THEMOPLASTIC PAVEMENT MARKINGS	3,539.20	10/07/2011	Check Sequence: 104 10-90-62600	ACH Enabled: No
466911	THEMOPLASTIC PAVEMENT MARKINGS	3,917.52	10/07/2011	10-90-62600	
467411	THEMOPLASTIC PAVEMENT MARKINGS	4,176.00	10/07/2011	10-90-62600	
467911	THEMOPLASTIC PAVEMENT MARKINGS	4,190.25	10/07/2011	10-90-62600	
	Check Total:	15,822.97			
Vendor:3387	TESSLER CONST COMPANY				
1903	3113 ATLANTIC-REPLACE 1 METAL DOOR	2,311.00	10/07/2011	Check Sequence: 105 10-13-52600	ACH Enabled: No
1904	10001 ADDISON-REPLACE 1 METAL DOOR	2,273.00	10/07/2011	10-13-52600	
1905	2946 ELAM-REPLACE 1 METAL DOOR	680.00	10/07/2011	10-13-52600	
	Check Total:	5,264.00			
Vendor:5329	THE SERVICE CENTER, LLC				
144297	O2 TANK REFILLS AND PICK UP	57.50	10/07/2011	Check Sequence: 106 10-30-62090	ACH Enabled: No
	Check Total:	57.50			
Vendor:5423	THIRD MILLENNIUM				
13927A	PROCESS OF SEPT. BILLS	951.99	10/07/2011	Check Sequence: 107 34-01-62857	ACH Enabled: No
13927B	PROCESS OF SEPT. BILLS	512.60	10/07/2011	35-01-62857	
	Check Total:	1,464.59			
Vendor:0486	Thompson Publishing Group				
I67446132	FEDERAL GRANTS MNGT HANDBOOK	413.99	10/07/2011	Check Sequence: 108 10-01-51700	ACH Enabled: No
	Check Total:	413.99			
Vendor:0190	Thrift n Swift, Inc.				
76803	RECEIPTS	327.42	10/07/2011	Check Sequence: 109 10-20-51600	ACH Enabled: No
76804	CASE JACKETS	863.29	10/07/2011	10-20-51600	
	Check Total:	1,190.71			
Vendor:0995	THYSSENKRUPP ELEVATOR				
3000076462	QRTLRY ELEVATOR MAINT BILL V-HALL	939.26	10/07/2011	Check Sequence: 110 10-13-52600	ACH Enabled: No
	Check Total:	939.26			
Vendor:3694	Tire Town North				
95134	MOWER TIRE REPAIR	21.95	10/07/2011	Check Sequence: 111 10-90-62780	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
95189	MOWER TIRE REPAIR/ NEW TIRES	206.00	10/07/2011	10-90-62780	
95347	TIRE DISPOSAL (17TH AVENUE)	132.00	10/07/2011	10-90-62600	
	Check Total:	359.95			
Vendor:2079	Traffic Control & Protection			Check Sequence: 112	ACH Enabled: No
70341	SIGNS (R/BLK/BLUE/WHITE COMBO)	931.00	10/07/2011	10-90-62610	
70390	SIGNS (WHITE ON BLUE)	315.00	10/07/2011	10-90-62610	
70412	NO PARKINGS SIGNS	70.99	10/07/2011	10-90-62610	
	Check Total:	1,316.99			
Vendor:0403	United Rent-A-Fence			Check Sequence: 113	ACH Enabled: No
2276	FENCE FOR 3100 MANNHEIM ROAD	4,164.00	10/07/2011	12-01-52000	
	Check Total:	4,164.00			
Vendor:2990	V3 Consultants Ltd of Illinois			Check Sequence: 114	ACH Enabled: No
811218	FP USEPA CLEANUP GRANT	2,758.75	10/07/2011	42-01-67590	
	Check Total:	2,758.75			
Vendor:3555	VCG UNIFORM			Check Sequence: 115	ACH Enabled: No
62371	FLAG SEWON AND MED POLO	26.85	10/07/2011	10-30-40806	
62376	3 PANTS AND HAT SHIELD	146.85	10/07/2011	10-30-40806	
62386	2 MEDIUM ELB NV POLOS	68.50	10/07/2011	10-30-40806	
62393	PANTS SHIRT FLAG AND DEVICE	128.40	10/07/2011	10-30-40806	
62394	5 SIZES OF R-HEROS SWEATSHIRTS	249.75	10/07/2011	10-30-40806	
	Check Total:	620.35			
Vendor:5265	WEBER, NICK			Check Sequence: 116	ACH Enabled: No
MARH2GVDDQQWP8	POSTAGE FOR LEAD SAMPLES	63.05	10/07/2011	34-01-51500	
	Check Total:	63.05			
Vendor:0789	Wernick Key & Lock Service			Check Sequence: 117	ACH Enabled: No
56169	SRVC CALL KEY FOR SIMPLEX STATION #1	110.00	10/07/2011	10-13-52600	
	Check Total:	110.00			
Vendor:3929	West Payment Center			Check Sequence: 118	ACH Enabled: No
823455977	WEST INFO CHARGES	130.90	10/07/2011	10-20-60560	
	Check Total:	130.90			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1900 5214976	WORLDPOINT ECC, INC. HEARTSAVER STUDENT WORKBOOK Check Total:	87.90 87.90	10/07/2011	Check Sequence: 119 10-30-82080	ACH Enabled: No
Vendor:0207 1262663-2	ZENGER'S INDUSTRIAL INFARED THERMOMETER Check Total:	107.81 107.81	10/07/2011	Check Sequence: 120 10-90-62070	ACH Enabled: No
Total for Check Run:		539,079.89			
Total Number of Checks:		120			

Accounts Payable Manual Check Proof List

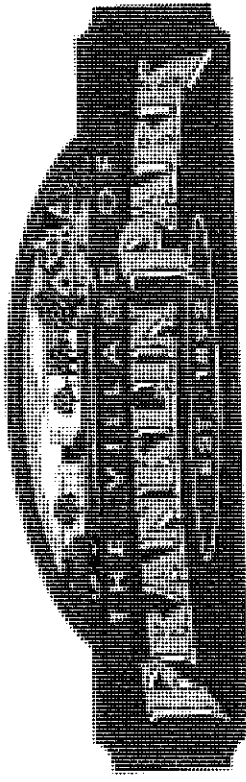
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Vendor: 0882			American Express				
08152011	432.08	09/14/2011		301096	09/14/2011		
08172011	261.70	09/14/2011	COSTCO PURCHASE WITH CREDIT			10-90-59000	
Total for Check	693.78		GARDENS ALIVE			10-90-62600	
Total for 0882	693.78						
Vendor: 2316			TheHome Depot				
1919-281031	645.00	09/14/2011		301095	09/14/2011		
Total for Check	645.00		CEILING REPAIR IN STRT DEP. GARAGE			10-90-62590	
Total for 2316	645.00						
Total Checks:	1,338.78						

Accounts Payable Manual Check Proof List

User: CPEREZ
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Reference

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 1302			RONALDHELLER				
				301168	09/19/2011		
09162011	22.00	09/22/2011	PARKING FEES TO ATTEND IML CONF			10-01-53150	
09192011	258.63	09/22/2011	MILEAGE TO/FROM IGFOA MEETING 466*.555			10-01-53150	
Total for Check	280.63						
Total for 1302	280.63						
Vendor: 1690			NELIGAN'S LANDSCAPING				
				301167	09/15/2011		
09152011	3,390.00	09/22/2011	JOB MATERIAL FOR FRANKLIN AVE			10-90-62600	
Total for Check	3,390.00						
Total for 1690	3,390.00						
Vendor: 1764			BIUNDO LANDSCAPING				
				301170	09/22/2011		
1160-SEP 11	924.00	09/22/2011	GRASS CUTTING FOR VACANT PROP			10-13-53000	
1161 AUG 11	525.00	09/22/2011	GRASS CUTTING 10500 GRAND TIF			43-01-59000	
Total for Check	1,449.00						
Total for 1764	1,449.00						
Vendor: 1902			THOMASGOLS				
				301169	09/22/2011		
09222011	365.00	09/22/2011	FOR SVCS RENDERED 09/08-09/22 2011			10-01-67590	
Total for Check	365.00						
Total for 1902	365.00						

Reference

Acct Number

Date

Check Number

Payment Date Description

Amount

Invoice No

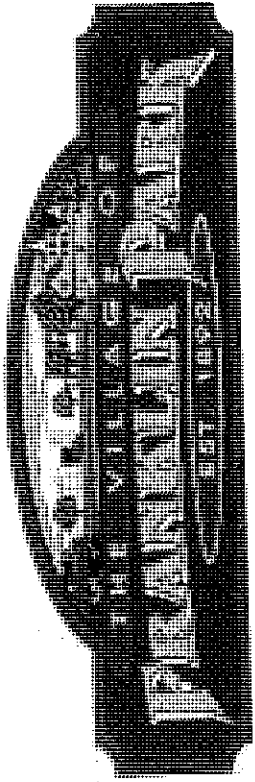
Vendor: 5299 CANNON COCHRAN MANAGEMENT SVC. 301171 09/22/2011
09152011 5,524.86 09/22/2011 LIABILITY INSURANCE EXPENSE 10-32-62190
Total for Check 5,524.86
Total for 5299 5,524.86

Total Checks: 11,009.49

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Accounts Payable Manual Check Proof List

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Printed: 09/29/2011 - 10:31 AM



Reference

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 1023			PAC-PREMIUM ASSIGNMENT CORP	301174	09/29/2011		
OCTOBER 2011	41,627.55	09/29/2011	MONTHLY LIABILITY INSURANCE			10-32-62190	
Total for Check	41,627.55						
Total for 1023	41,627.55						
Vendor: 1321			NIPSTA	301173	09/29/2011		
7844	200.00	09/29/2011	FIRE OFFICER I; LEADERSHIP I		AUG 8-12	10-30-52001	
Total for Check	200.00						
Total for 1321	200.00						
Vendor: 1690			NELIGAN'S LANDSCAPING	301175	09/29/2011		
09132011	5,000.00	09/29/2011	BAL DUE FOR FRANKLIN AVE PROJECT			10-90-62600	
Total for Check	5,000.00						
Total for 1690	5,000.00						
Vendor: 1924			PTL LANDSCAPING	301176	09/29/2011		
3201	880.00	09/29/2011	GRASS CUTTING FEES			10-13-53000	
Total for Check	880.00						
Total for 1924	880.00						
Vendor: 3454			NORTHWEST FORD	301172	09/23/2011		
PO5187	35,529.00	09/29/2011	PURCHASE OF TWO TRUCKS			34-01-82890	
PO5187-1	19,131.00	09/29/2011	PURCHASE OF TWO TRUCKS			35-01-50300	

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

Total for Check 54,660.00
Total for 3454 54,660.00

Total Checks: 102,367.55

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1112-R-___

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS APPROVING THE DEPARTMENT OF MUNICIPAL
UTILITIES, STREET, FORESTRY, WATER AND SEWER ANTI-IDLING
AND FUEL CONSERVATION POLICY**

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 OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS APPROVING THE DEPARTMENT OF MUNICIPAL UTILITIES, STREET, FORESTRY, WATER AND SEWER ANTI-IDLING AND FUEL CONSERVATION POLICY

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, petroleum-based gasoline and diesel fuel are nonrenewable fuels and should be used wisely and not wasted; and

WHEREAS, emissions from gasoline and diesel powered vehicles contribute significantly to air pollution, including ground-level ozone, fine particulates, and greenhouse gases; and

WHEREAS, diesel exhaust from idling vehicles can accumulate in and around the vehicle and pose a health risk; and

WHEREAS, idling is not generally beneficial to a vehicle's engine because it wears engine parts; and

WHEREAS, idling more than 30 seconds uses more fuel and emits more pollutants than turning an engine off and on again; and

WHEREAS, reducing vehicle idling time can reduce harmful diesel emissions, save fuel and Village funds.

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 Department of Municipal Utilities, Street, Forestry, Water and Sewer Anti-Idling and Fuel Conservation Policy, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved.

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

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

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

(Intentionally Left Blank)

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

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of October 2011.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

*Department of Municipal Utilities, Street, Forestry,
Water and Sewer Anti-Idling and Fuel Conservation Policy*

**Department of Municipal Utilities, Street, Forestry, Water and Sewer
Anti-Idling and Fuel Conservation Policy**

This policy establishes a prohibition on the idling of Village of Franklin Park of on- and off-road engines when the vehicle is not moving or when the equipment is not performing work for a period of time greater than five minutes in any one-hour period.

Vehicle idling gets zero miles per gallon; unnecessary idling wastes fuel and increases pollutants. Running an engine at low speed (idling) also causes twice the wear on internal engine parts compared to driving at regular speeds. The break-even point for shutting off and restarting an engine as compared to leaving it to idle is 30 seconds - from the point of view of both emissions and fuel consumption.

Unless exempted in the following section, no vehicle or piece of equipment is to be idled in a non-emergency situation. The operator of the vehicle/equipment is to turn-off the unit and the keys are to be removed from the ignition.

Exemptions

The following situations will allow idling, as needed:

1. Vehicles at job sites requiring the use of emergency lights, PTOs, and/or other powered accessories to accomplish their assignment.
2. Inclement weather situations where the supervisor authorizes the use of the vehicle/equipment heater-defroster for the work crew's comfort.

Note: At no time is the vehicle to be left unattended while idling.



BE IT RESOLVED, by the President and Board of Trustees of the Village of Franklin Park of Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: Franklin Avenue, FAU 3533, Wolf Road (FAU 2690), Williams Drive (FAU 1373)

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of the preliminary Phase I Engineering required for the rehabilitation of Franklin Avenue

and shall be constructed 24-feet wide and be designated as Section 09-00072-00-PV

2. That there is hereby appropriated the (additional Yes No) sum of One Hundred Forty Five Thousand Two Hundred and no/100 Dollars (\$145,200.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved
Date
Department of Transportation
Regional Engineer

I, Tommy Thomson Clerk in and for the Village of Franklin Park County of Cook, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees at a meeting on IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of (SEAL) City, Town, or Village Clerk

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-VC- __

**AN ORDINANCE AMENDING SECTION 4-2-5B OF CHAPTER TWO
OF TITLE FOUR OF THE VILLAGE CODE OF THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(REDUCTION OF GARBAGE COLLECTION FEE)**

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-VC- __

**AN ORDINANCE AMENDING SECTION 4-2-5B OF CHAPTER TWO
OF TITLE FOUR OF THE VILLAGE CODE OF THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(REDUCTION OF GARBAGE COLLECTION FEE)**

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

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

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

Section 2. Section 4-2-5B (“*Collection Fee Established; Collection of Domestic Waste from Single or Two Family Dwellings; Receptacles Required; Collection Fees*”) of Chapter 2 (“*Garbage and Waste*”) of Title 4 (“*Public Health and Welfare*”) of the Village Code of the Village of Franklin Park, Illinois is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

4-2-5: COLLECTION OF DOMESTIC WASTE FROM SINGLE OR TWO FAMILY DWELLINGS; RECEPTACLES REQUIRED; COLLECTION FEES:

- B. Collection Fee Established: There is hereby established a garbage collection fee for properties receiving Village garbage collection service. The garbage collection fee shall be included in the Village’s billing for water and sewer service. The monthly fees for garbage collection provided by the Village are, as follows:

Single Family Residences:	\$24.96	<u>\$22.96</u>
---------------------------	--------------------	----------------

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

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2011.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

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
(IKE GRANT APPLICATION)**

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 (IKE GRANT APPLICATION)

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

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

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

Section 2. The Professional Services Agreement for IKE Grant Application by and between the Village of Franklin Park, Cook County, Illinois and Clark Dietz, Incorporated (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 the 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 October 2011, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2011.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

IKE Grant Application

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 700
Chicago, Illinois 60661

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: PARSONT / CEO

Date: 9-12-11

PART I
SERVICES BY CLARK DIETZ

A. Project Description

Illinois' CDBG "IKE" Disaster Recovery plan includes the Property Buyout Program, a program developed to mitigate the impacts to properties in flood prone areas and/or properties substantially damaged as a result of the 2008 flooding. The Village has several properties along Lee Street that would potentially qualify for this program.

Clark Dietz has completed Phase I of the application, which was a feasibility study to determine if the residents within the project area are interested in participating in the program. Of the thirty properties contacted, twenty-four of those households attended public meetings and all twenty-four households were interested in participating in the grant application. Due to the high level of interest, the Village desires to proceed with the grant application.

B. Scope

Clark Dietz's scope of services for the project includes the completion of the IKE Buyout Grant application. Specific tasks include:

1. Complete of application forms.
2. Gather data on each residence regarding past damages.
3. Prepare exhibits required in the application.
4. Prepare documentation, certifications and resolutions required for the application.

C. Schedule

Work will commence upon approval from the Village Board and will proceed with homeowners. We anticipate Phase II being completed in approximately 4 months or less, but will be dependent upon the availability of homeowners that must participate in the process. We will provide monthly status reports as to the progress with the homeowners.

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 contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
4. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.
5. This agreement does not include attorney's fees to review resolutions.

6. This agreement does not include independent property value assessments.
7. This agreement does not include engineering plans and/or calculations for vacant land following demolition.
8. This agreement does not include the preparation of deed restrictions for the acquired parcels.
9. This agreement does not include the preparation of closing documents for the acquired parcels.

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 Jeff Eder, Director of Economic 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

Compensation for the Services shall be as follows:

1. Services rendered by Mr. Talbott in accordance with PART I, SERVICES of this Agreement will be at an hourly rate of \$67.00 per hour. Services provided by Mr. Thomas will be at an hourly rate of \$45.00 per hour. Services provided by other Clark Dietz staff will be provided at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$20,000 without prior written authorization, and shall include the following:
 - a. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. 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**

ILLINOIS CLAUSE

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' 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' 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.~~

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING AND APPROVING AN
ELECTRIC SERVICE AGREEMENT BY AND BETWEEN BLUE
STAR ENERGY SERVICES, INCORPORATED AND THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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
ELECTRIC SERVICE AGREEMENT BY AND BETWEEN BLUE
STAR ENERGY SERVICES, INCORPORATED AND THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

Section 1. That the above recital is 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 Electric Service Agreement by and between Blue Star Energy Services Incorporated, d/b/a Blue Star Energy Solutions and the Village of Franklin Park, Cook County, Illinois (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Village Board, with such necessary substantive changes, including rate and term period, recommended by the Village Comptroller, and as may be authorized and approved by the Village President.

Section 3. The Village President, Village Clerk and Village Comptroller are hereby authorized and directed to execute and deliver the Agreement and any and all other documents, contracts or bids necessary to implement the provisions, terms and conditions thereof, including the purchase of electricity from a third party provider, as therein described.

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

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

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

(Intentionally Left Blank)

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

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2011.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement



Your Power. Your Choice.™

Electric Service Agreement
(GTC v.2.3)

This Electric Service Agreement (this "Agreement") and all attachments hereto (the "Attachments"), is dated 11/1/2011 between BlueStar Energy Services, Inc. d/b/a BlueStar Energy Solutions ("BSE") and Village of Franklin Park ("Customer") (each referred to individually as a "Party" and collectively as the "Parties").

General Terms and Conditions

I. ENERGY SERVICES

During the relevant Term (see Exhibit A), BSE shall supply and deliver to Customer all of the retail energy requirements of Customer's service location(s) (each, a "Service Location") (the "Retail Energy"). The Retail Energy is delivered to the distribution system's interconnection point (each, a "Delivery Point") of the relevant electric distribution company ("EDC"), and the relevant EDC is responsible for delivery of the Retail Energy to Customer's meter at and from that point. Customer designates BSE as an authorized recipient of Customer's account, billing and usage information. Customer consents to the disclosure by each EDC to BSE of certain basic information about Customer including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number.

II. USAGE VARIANCE AND IMBALANCE

Customer shall be billed for usage variance and imbalances as specified in any Exhibit A. In order to assist BSE in providing accurate expected usage information to the EDC, Customer shall timely, promptly and as soon as practicable, notify BSE in writing if Customer anticipates a material increase or decrease in its usage for any Service Location. BSE may in its sole discretion pass through the resulting cost increases to Customer. If BSE elects to pass through such cost increases, BSE shall calculate the amount of such costs in a commercially reasonable manner and submit an invoice to Customer, which invoice shall be due and payable pursuant to the payment terms of this Agreement.

III. BILLING and PAYMENT

A. **General Billing and Payment Terms:** BSE shall provide monthly invoices, either through utility consolidated billing (UCB) or supplier consolidated billing (SCB). BSE may estimate bills in cases where actual billing determinants are unavailable, and estimated bills shall be adjusted as soon as reasonably practicable. Customer shall pay all amounts owing within terms specified in Attachment A-1. Late payments shall incur interest charges at a rate of interest equal to a per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. In any instance where any payment to BSE is declined by the issuing institution, Customer shall be assessed a charge of \$45 or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by BSE, including attorneys fees, for collections on accounts greater than thirty (30) calendar days past due.

B. **Disputes and Adjustments of Invoices:** Customer may, in good faith, dispute in writing the correctness of any invoice. In the event that an invoice or portion thereof is disputed, payment of the undisputed portion of the invoice shall be made within normal terms, with notice of the dispute given to BSE in writing and stating the amount and basis for the dispute. Upon resolution of the dispute, any required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less.

IV. RENEWAL OF AGREEMENT

Not less than thirty (30) calendar days prior to the anticipated expiration date of the then current relevant Term, BSE may provide a Renewal Notice electronically or otherwise in writing containing proposed terms and conditions. ~~Customer's failure to reject any Renewal Notice in writing within five (5) business days shall result in such Renewal Notice being deemed to have been irrevocably and unconditionally agreed to by Customer.~~

If following termination or expiration of this Agreement, any of Customer's accounts remain designated by any EDC as being served by BSE, BSE may either (a) continue to serve such account(s) on a month-to-month holdover basis (each, a "Holdover Term") or (ii) move such account(s) to the than applicable tariff service, whether default service or otherwise, or to another authorized provider of electricity required to serve as the "provider of last resort" (any of the foregoing, an "Alternative Service"). The price payable during any Holdover Term shall be the applicable EDC LMP Day Ahead Index plus an adder of \$0.01 per kWh. This Agreement shall continue to govern the provision of service during any Holdover Term. During a Holdover Term, BSE may at any time move any account(s) to an Alternative Service without penalty or prejudice.

V. CREDIT

Customer represents that there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it or, to its knowledge, threatened against it. Should the creditworthiness or financial responsibility of Customer become

unsatisfactory to BSE at any time during the Term, as determined by BSE in its commercially reasonable discretion, BSE may require satisfactory security, including, but not limited to, a parental guaranty, escrow account, deposit, prepayment, or letter of credit, be provided by Customer.

VI. CONFIDENTIALITY

~~Both Parties agree that the terms and conditions of this Agreement shall remain confidential, except for any required disclosure to any regulatory body, governmental entity or agency having jurisdiction, or disclosure to accountants, attorneys, or other professionals acting on behalf of the disclosing Party.~~

VII. NOTICES

Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to any of the address specified below, any Service Location or to which bills are sent to Customer.

	Billing Information:	Contract Notice Information: <input type="checkbox"/> Same as Billing Information
Address 1:		
Address 2:		
Attn:		
Telephone:		
Facsimile:		
Email:		
How would you like to receive your invoices (if billed by BSE)? (Please choose at least one):		<input type="checkbox"/> Email (Recommended) <input type="checkbox"/> Paper Bill <input type="checkbox"/> Fax

VIII. EVENTS OF DEFAULT

A. **Definition:** An "Event of Default" shall mean, with respect to the applicable Party to whom the following applies (the "Defaulting Party"), the occurrence of any of the following: (a) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (b) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true during any Term; (c) the failure of such Party to perform any material covenant or obligation set forth in this Agreement and such failure is not remedied within five (5) business days after written notice; (d) Customer (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), or (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to provide security or otherwise satisfy the creditworthiness requirements under the "Credit" section of this Agreement; (f) Customer consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of Customer under this Agreement; or (g) Customer's failure to cooperate with BSE as reasonably required in order for BSE to perform its obligations under this Agreement.

B. **Suspension and Early Termination:** If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement; or (2) terminate this Agreement by sending written notice to the Defaulting Party providing the termination date for this Agreement (the "Early Termination Notice"). In the event of such suspension or an early termination, Customer shall pay to BSE all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. In the event of such an early termination, the Defaulting Party shall pay to the Non-Defaulting Party as liquidated damages a settlement amount (the "Settlement Amount") as follows:

If Customer is the Defaulting Party, the Settlement Amount shall equal the greater of (1) Retail Margin, plus Supply Termination Costs, plus Enforcement Costs or (2) zero. If BSE is the Defaulting Party, the Settlement Amount shall equal the greater of (1) Market Value less Contract Value, plus Enforcement Costs or (2) zero.

As used herein, the following terms shall have the following meanings:

"Contract Value" means the amount that would have been owed by Customer under this Agreement for the Remaining Performance had this Agreement not been terminated early.

"Enforcement Costs" means any attorneys' fees, expenses, and costs incurred by the Non-Defaulting Party in connection with enforcing its rights under this Agreement.

"Market Value" means the amount a bona fide third party retail customer would pay for the Remaining Performance at retail market prices as of the termination date.

"Remaining Performance" means the remaining performance, including kWhs, under this Agreement for the remainder of the relevant Term had it not been terminated early, based on historical usage.

"Retail Margin" means the amount of BSE's forecasted retail margin under this Agreement, determined based on the differential between wholesale and retail market prices at the time of this Agreement or any extension hereof, allocable to the Remaining Performance.

"Supply Termination Costs" means any loss or cost that BSE would incur in terminating or liquidating the portion of any supply contracts, hedges, or related trading positions or arrangements held by BSE allocable to the Remaining Performance, whether or not such action is taken.

BSE shall calculate the Settlement Amount in its commercially reasonable discretion, including where applicable BSE estimates of market prices and forward market prices. Such calculation shall be included in any Early Termination Notice provided by BSE or, if the termination date selected by BSE is after the date of the Early Termination Notice or the Early Termination Notice is delivered by Customer, BSE shall provide such calculation to Customer within a reasonable period following the termination date. The Settlement Amount shall be paid by the Party that owes it within five (5) business days after such notice is received. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. Each Party agrees that it has a duty to mitigate damages and to use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

IX. FORCE MAJEURE

"Force Majeure" shall mean an event which prevents the claiming party (the "Claiming Party") from performing its obligations and is not within the reasonable control of, or the result of the negligence of, the Claiming Party, such as, but not limited to, acts of God; fire; flood; terrorism; breach by the EDC; electric grid interruption; earthquake; war; riot; or requirements, actions or failure to act on the part of governmental authorities. The non-Claiming Party shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the performing Party may terminate this Agreement by providing the other Party written notice of the early termination, without the termination for an Extended Force Majeure Event constituting an Event of Default.

X. GOVERNING LAW AND WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the state where such Service Location is located, without regard to its choice of law provisions. Any action arising out of this Agreement shall be filed in a state or federal court located in the state where such Service Location is located. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED.

XI. RELATIONSHIP OF PARTIES

BSE is an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. BSE is not acting as Customer's consultant or advisor, and Customer shall not rely on BSE in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices or any other matter.

XII. CHANGES IN LAW OR REGULATION

In the event that any change in any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or EDC, Independent Service Operator ("ISO"), Regional Transmission Operator ("RTO") or other regulated service provider, alters to the detriment of BSE its costs to perform or its economic returns under this Agreement (a "Negative Change in Regulation"), BSE may revise the pricing under this Agreement to eliminate the impact of such Negative Change in Regulation. Before any such price revision, BSE shall provide written notice to Customer of the Negative Change in Regulation, the resulting price revisions, and the date upon which such revised pricing shall be effective. Customer shall pay the revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

XIII. SEVERABILITY

The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

XIV. INDEMNITY

BSE shall defend, indemnify, and hold Customer harmless against all claims and liabilities resulting from BSE's negligence or breach of this Agreement and arising prior to the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Customer's negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating to the delivery of the Retail Energy at and after its delivery to the relevant Delivery Point and shall defend, indemnify, and hold BSE harmless against all claims and liabilities arising at and after the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of BSE's negligence or breach of this Agreement.

XV. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, either Party may (a) assign its rights and obligations under this Agreement to an affiliate without consent of the other Party, subject to the affiliate's ability to comply with the "Credit" section of this Agreement and such affiliate agrees to be bound by the terms and conditions hereof, (b) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets, subject to the assignee's ability to comply with the "Credit" section of this Agreement; or (c) assign this Agreement for financing purposes; provided, however, that in each such case, other than an assignment for financing purposes, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such enforceability assurances as the non-transferring Party may reasonably request. Creditworthiness under this section is to be reasonably determined by the non-transferring Party.

XVI. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

BSE warrants title to all Retail Energy delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS BSE'S ONLY WARRANTY CONCERNING THE SERVICES PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ADDITION, BSE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE FIRST TWO BSE INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE RETAIL ENERGY SOLD HEREUNDER.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a written instrument executed by both Parties. Any Exhibit A, Exhibit B or Attachment executed pursuant to this Agreement by the Parties after the date hereof shall become a part of this Agreement as of the effective date of such Exhibit A, Exhibit B or Attachment. In the event of a conflict between the terms of the General Terms and Conditions and any Attachment, the terms of any Attachment shall govern. This Agreement is effective only upon Customer's execution and BlueStar's subsequent execution or performance of this Agreement.

XVIII. COUNTERPARTS

This Agreement may be executed in one or more counterparts and each executed counterpart shall be considered an original.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized representative in duplicate, effective as of the date first written above.

BlueStar Energy Services, Inc. d/b/a BlueStar Energy Solutions

Signature: _____
Name: Aaron D. Rasty
Title: President, Retail Electricity
Date: _____

Village of Franklin Park

Signature: _____
Name: _____
Title: _____
Date: _____



Electric Service Agreement Exhibit A
(CE (FPAI) Ex. A 2011 v.2.0)

The following details of this Exhibit A to the Electric Service Agreement (this "Exhibit A") shall, upon execution, become part of and be governed by the General Terms and Conditions (the "General Terms and Conditions" and collectively with this Exhibit A and all Attachments, the "Electric Service Agreement") and be dated and effective as of 11/1/2011. In the instance where this Exhibit A is executed prior to the Electric Service Agreement General Terms and Conditions, the Parties shall work in good faith to expeditiously complete and execute the Electric Service Agreement General Terms and Conditions. This offer is contingent on credit approval by BSE prior to Retail Energy delivery. Capitalized terms not otherwise defined in this Exhibit A shall have the meaning ascribed to such terms in the Electric Service Agreement.

Nature of Service: BSE shall serve Customer's full usage requirements at Customer's facilities based upon the retail electric energy needs of the Service Location(s) listed on Attachment A-1.

Electric Energy and Related Services Pricing: Customer's total monthly invoice shall be itemized by the various costs associated with the functions specific to electric retail supply and delivery in the EDC service territory listed in Attachment A-1. The monthly itemized expenses may be comprised of: 1) Energy Charges, 2) Energy Losses Charges, 3) Capacity Charges, 4) Transmission and Ancillary Services Charges, and potentially 5) Delivery Service Charges. The itemized costs shall be determined by the executed Attachment A-1 and as described in the Definitions of Terms below.

Term: BSE shall use commercially reasonable efforts to commence service under this Exhibit A (a) upon the earlier of (1) any date immediately following the date of this Exhibit A, as requested by Customer, determined by BSE and permitted by the EDC (an "Early Start Date"), or (2) the first available meter read date, as determined by the EDC, in the Anticipated Start Month specified in Attachment A-1 (the "Meter Read Date," and, collectively with an Early Start Date, the "Start Date"), and (b) after BSE receives confirmation that the EDC has completed its processing and has accepted the delivery service request. BSE shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the EDC. This Exhibit A shall remain in effect from the Start Date for the number of months specified in Attachment A-1, unless sooner terminated under the Electric Service Agreement.

Definitions of Terms:

Delivery Point: Customer shall take delivery of the retail energy at the interconnection of the EDC transmission and distribution systems (the "Delivery Point").

Energy Losses Charge: Energy Losses Charges are charges associated with the delivery of the retail energy as prescribed in the transmission and distribution tariffs.

Capacity Charge: The Capacity peak load contribution (PLC) is determined and provided by the EDC for each of Customer's Utility Account Number(s). Capacity charges are administered by PJM and determined for Customer using its PLC. Capacity charges may be changed based on adjustments by the applicable Regional Transmission Organization (RTO) and/or EDC to the Customer's PLC.

Transmission and Ancillary services: BSE shall act as Customer's agent for securing and managing Customer's transmission service during the term of this Agreement. Transmission and ancillary services charges include all applicable RTO and Open Access Transmission Tariff (OATT) charges. Transmission charges may be changed based on adjustments by the applicable RTO and/or EDC to the Customer's PLC.

Delivery Service: The below Energy Price or Default Energy Price, as applicable, does not include any of the EDC's charges for services under its EDC Electric Rate tariff, facilities charges, or any related taxes. While these charges are the responsibility of Customer, if specified in Attachment A-1, BSE shall incorporate them into the BSE Retail Energy invoice so that Customer will only need to manage one electric energy invoice.

Energy Price: The Energy Price shall be determined based upon Customer's historical or, if provided, forecasted load data which is considered representative of the Service Location(s)' anticipated retail energy requirements for the proposed term. The Energy Price is set forth in the Attachment A-1 and applies to all Retail Energy covered under this Agreement. The Energy Price also applies to any unmetered lighting volumes of electricity delivered to the accounts covered by this Agreement.

Metering Changes: If during the term of the Electric Service Agreement, meters capable of measuring hourly electric usage are installed, BSE may, in its sole discretion, revise the Energy Price set forth on Attachment A-1 in order to reflect the financial impact occasioned by the new metering. BSE shall notify Customer in writing of the new Energy Price, and upon notification of the change in Energy Price, Customer shall have fifteen (15) days to notify BSE to cancel the Electric Service Agreement.

Usage Variations: BSE may provide Customer with an adjustment to the Energy Price or to the Attachment A-1 volumes if Customer provides notice of changes in operations affecting usage as specified in the General Terms and Conditions.

**BlueStar Energy Services, Inc. d/b/a
BlueStar Energy Solutions**

Customer: Village of Franklin Park

Signature: _____

Signature: _____

Name: Aaron D. Rasty _____

Name: _____

Title: President, Retail Electricity _____

Title: _____

Date: _____

Date: _____

NON-RESIDENTIAL DESIGNATION OF GENERAL ACCOUNT AGENT

As provided for in the tariffs of Commonwealth Edison Company ("ComEd"), Customer hereby designates the following third-party **BLUESTAR ENERGY SERVICES, INC.**

to act as Customer's General Account Agent ("General Account Agent") for all purposes in arranging and managing tariffed services provided by ComEd in regard to the Account number(s) listed on the back of this form. ComEd may rely and act on any and all representations and requests made by General Account Agent on behalf of Customer as if made by Customer directly, except that General Account Agent shall not have authority to request that ComEd release prior credit history or disconnect service.

Mail all bills and correspondence to this address:

363 West Erie Street

Suite 700

Chicago, IL 60654

General Account Agent contact information:

Contact Name: BlueStar Energy Services

Phone Number: 866-258-3782

Fax Number: 866-996-3782

Email: care@bluestarenergy.com

Customer acknowledges that General Account Agent is an agent of Customer, not of ComEd. Customer acknowledges that ComEd will send all bills and notices, including notices prior to disconnection, to General Account Agent. Customer may or may not receive such notices directly from ComEd in the future. ComEd is not a party to, and shall not be bound by, the agreement(s) between Customer and General Account Agent. The use of a General Account Agent does not amend, modify, or alter ComEd's tariffs or any contracts between ComEd and Customer. General Account Agent has no authority to enter into any agreement on behalf of ComEd or to amend, modify, or alter any of ComEd's tariffs, contracts, or procedures, or to bind ComEd by making any promises, representations, or omissions. This Designation of General Account Agent shall be valid until Customer or General Account Agent provides ComEd with written notice of its termination or until this Designation is otherwise terminated in accordance with ComEd's tariffs.

The designation or use of a General Account Agent does not affect Customer's responsibilities to timely pay ComEd all amounts due and perform and satisfy all other obligations applicable to Customer. Customer shall remain liable to timely pay ComEd for all balances due for services rendered by ComEd and all other balances owed ComEd, even if General Account Agent fails to remit to ComEd amounts paid by Customer to General Account Agent for remittance to ComEd. Customer shall be responsible to protect its interests with General Account Agent. The appointment of General Account Agent shall not give Customer or General Account Agent any additional rights beyond those Customer would have under ComEd's tariffs and any agreements between ComEd and Customer. ComEd shall not be required to perform services for General Account Agent as agent of Customer that ComEd does not perform for Customer.

ComEd will begin processing this Designation of General Account Agent form on the 'Requested ComEd Processing Date.' This may take one to 10 business days.

Please email, fax or mail this form to:

ESSDContracts@ComEd.com

Fax #(630) 684-3990

ComEd – ESSD
1919 Swift Road
Oakbrook, IL 60523

Customer Name (as it appears on ComEd bill)

Date

Signature of ComEd Customer (not agent)

Title of ComEd Customer Signing this form

ComEd Account Number(s)	For each metered ComEd Account, identify at least one ComEd Meter Number	Requested ComEd Processing Date
7603147072		2011-07-30
3291125046		2011-07-30
3893073029		2011-07-30
5732152069		2011-07-30
5228689026		2011-07-30
		2011-07-30
5564650027		2011-07-30
3195005070		2011-07-30
1513111004		2011-07-30
5228412016		2011-07-30
5228429011		2011-07-30
0263010000		2011-07-30
0110107036		2011-07-30
0217099011		2011-07-30
1047039057		2011-07-30
0473120026		2011-07-30
0188785006		2011-07-30

(Attach additional sheet(s) if needed.)

Standard Fixed Price Attachments
Attachment A1: Product and Rate



Customer: Village of Franklin Park 8
Offer Expiration: Wednesday, September 28, 2011
3:00 PM CDT/CST

Please email signed document to: contracts@bluestarenergy.com

EDC	ComEd - IL
Account Number(s)	Multiple
Meter Number (s)	
Service Address	9400 Grand Ave, Franklin Park, IL 60131
Billing Group	7
Product Code	FPAI

Standard Billing Provisions

Usage Bandwidth	N/A
Excess Usage Adder (\$/kWh)	N/A
Days to Pay BSE Invoice	14
Billing Option	Single

Customer Specific Pricing and Information

Anticipated Start Date	November 1, 2011
Term (months)	24
Energy Cost per kWh	\$0.05956

Energy Cost Description

Consolidated Energy Cost per kWh includes: Energy, Losses, Capacity, Transmission, and Ancillaries. Distribution, competitive Transition Charge and/or reconciliation, if any, and Taxes are not included. Price includes all applicable renewable portfolio standards requirements.

Customer Signature: _____

Name (print): _____

Title: _____

Date: _____

BlueStar Energy Signature: _____

Name: James C. Petersen

Title: Chief Operating Officer and President of Retail Energy

Date: _____

39814B114121_FPAI



Estimated Customer Usage Table*

*Based on Historical Usage

Customer: **Village of Franklin Park 8**

BlueStar Energy Services, Inc. shall be exclusive provider of demand response programs during the terms of this agreement.

Account	Bill Group	All Accounts Combined		
		Month	Total kWh	Max Demand kW
7603147072	3	January	44,494	122.3
5228412016	12	February	38,794	177.7
5228429011	12	March	37,105	140.3
0263010000	3	April	32,901	188.7
0110107036	12	May	28,365	222.1
0217099011	3	June	23,448	147.6
1047039057	8	July	34,896	179.4
0473120026	8	August	25,952	183.3
3291125046	12	September	19,655	92.8
3893073029	7	October	27,217	192.3
5732152069	7	November	32,748	199.2
5228689026	12	December	39,661	134.3
5564650027	7	Total:	385,236	
1513111004	12			
3195005070	7			

Initial: _____

Estimated Cost Analysis for Village of Franklin Park 8
 9400 Grand Ave, Franklin Park, IL 60131



Bill Cycle		Customer Data		BlueStar Energy Charges					
Year	Month	kW	kWh	Trans & Ancil Srvc	Capacity	Losses	BSE Energy	Total BSE	
1	2011	12	134.3	39,661	\$ 308	\$ 269	\$ 89	\$ 1,696	\$ 2,362
2	2012	1	122.3	44,494	\$ 346	\$ 302	\$ 100	\$ 1,903	\$ 2,650
3	2012	2	177.7	38,794	\$ 301	\$ 263	\$ 87	\$ 1,659	\$ 2,311
4	2012	3	140.3	37,105	\$ 288	\$ 252	\$ 83	\$ 1,587	\$ 2,210
5	2012	4	188.7	32,901	\$ 256	\$ 223	\$ 74	\$ 1,407	\$ 1,960
6	2012	5	222.1	28,365	\$ 220	\$ 193	\$ 64	\$ 1,213	\$ 1,689
7	2012	6	147.6	23,448	\$ 182	\$ 159	\$ 53	\$ 1,003	\$ 1,397
8	2012	7	179.4	34,896	\$ 271	\$ 237	\$ 78	\$ 1,492	\$ 2,078
9	2012	8	183.3	25,952	\$ 202	\$ 176	\$ 58	\$ 1,110	\$ 1,546
10	2012	9	92.8	19,655	\$ 153	\$ 133	\$ 44	\$ 840	\$ 1,171
11	2012	10	192.3	27,217	\$ 211	\$ 185	\$ 61	\$ 1,164	\$ 1,621
12	2012	11	199.2	32,748	\$ 254	\$ 222	\$ 74	\$ 1,400	\$ 1,951
13	2012	12	134.3	39,661	\$ 308	\$ 269	\$ 89	\$ 1,696	\$ 2,362
14	2013	1	122.3	44,494	\$ 346	\$ 302	\$ 100	\$ 1,903	\$ 2,650
15	2013	2	177.7	38,794	\$ 301	\$ 263	\$ 87	\$ 1,659	\$ 2,311
16	2013	3	140.3	37,105	\$ 288	\$ 252	\$ 83	\$ 1,587	\$ 2,210
17	2013	4	188.7	32,901	\$ 256	\$ 223	\$ 74	\$ 1,407	\$ 1,960
18	2013	5	222.1	28,365	\$ 220	\$ 193	\$ 64	\$ 1,213	\$ 1,689
19	2013	6	147.6	23,448	\$ 182	\$ 159	\$ 53	\$ 1,003	\$ 1,397
20	2013	7	179.4	34,896	\$ 271	\$ 237	\$ 78	\$ 1,492	\$ 2,078
21	2013	8	183.3	25,952	\$ 202	\$ 176	\$ 58	\$ 1,110	\$ 1,546
22	2013	9	92.8	19,655	\$ 153	\$ 133	\$ 44	\$ 840	\$ 1,171
23	2013	10	192.3	27,217	\$ 211	\$ 185	\$ 61	\$ 1,164	\$ 1,621
24	2013	11	199.2	32,748	\$ 254	\$ 222	\$ 74	\$ 1,400	\$ 1,951
Total		222.1	770,472	\$ 5,986	\$ 5,230	\$ 1,730	\$ 32,944	\$ 45,890	
\$/kWh				0.00777	0.00679	0.00225	0.04276	0.05956	

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING AN ADDENDUM TO LEASE AGREEMENT
#34334 BY AND BETWEEN CLEAR CHANNEL OUTDOOR, INCORPORATED AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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 AN ADDENDUM TO LEASE AGREEMENT
#34334 BY AND BETWEEN CLEAR CHANNEL OUTDOOR, INCORPORATED AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

WHEREAS, the Village and Clear Channel Outdoors (the "*Clear Channel*") are parties to Lease Agreement #34334 dated April 6, 2001 (the "*Lease Agreement*") that approved an air rights agreement for the operation of an advertising sign over-hanging a portion of the road adjacent to 11500 King Street, Franklin Park, Illinois, a copy of the Lease Agreement is attached hereto and made a part hereof, as Exhibit A; and

WHEREAS, the Addendum to the Lease Agreement by and between the Village of Franklin Park and Clear Channel (the "*Addendum*") will provide for such additional compensation based on certain advertising displays therein described, a copy of the Addendum is attached hereto and made a part hereof, as Exhibit B; and

WHEREAS, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to enter into the Addendum, as the additional payments, as set forth in the Addendum, will serve a public purpose by providing needed funds to be used for the payment of services and programs provided by the Village to its residents.

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 Addendum to Lease Agreement #34334 by and between the Village of Franklin Park and Clear Channel, Incorporated to modify the Lease Agreement, dated April 6, 2001, a copy of which is attached hereto and made a part hereof as Exhibit B, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as 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 necessary 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 Addendum.

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 October 2011, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2011.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Lease Agreement

Exhibit B

Addendum

LEASE AGREEMENT

AGREEMENT of lease made this 6th day of April, 2001, by and between the Village of Franklin Park, a municipal corporation, of 9500 West Belmont Avenue, Franklin Park, Illinois, 60131, as LESSOR and Eller Media Company, an Illinois corporation, and Image Media, Inc., an Illinois corporation, as LESSEES.

/ Chen Chansonek

1. The undersigned, as LESSOR, hereby leases and grants exclusively to LESSEES, air rights above a t/b/d portion of LESSOR's property, adjacent to 11500 King Street, located within the Village of Franklin Park, State of Illinois, County of Cook, Leyden Township, for the purpose of allowing a portion of one double-faced illuminated advertising structure, not to exceed 20' x 60', 60 feet above the road to which the sign shows on a t/b/d location of property commonly known as 11500 King Street, Franklin Park, Illinois, and owned by Curto, Reynolds & Oelrich, Inc., located on the North side of King Street, 1272 feet West of Wolf Road visible to I-294, to overhang on LESSOR's property. The location of the advertising sign shall be approved by the Village of Franklin Park prior to the construction of the sign, such approval not to be unreasonably withheld. This Lease Agreement shall commence on the date the structure is completed, and unless terminated earlier as provided, shall end forty (40) years from the commencement date.
2. During the Lease Rental Period, LESSEES shall pay LESSOR rent annually, in advance, with the first annual rental payment due on the date the structure is completed, and each subsequent annual rental payment shall be due on the same date every year thereafter for the remainder of this Lease Agreement as follows:

<u>Year</u>	<u>Annual Lease Rent</u>	<u>Year</u>	<u>Annual Lease Rent</u>
One to Five	\$12,000.00	Twenty-one to Twenty-five	\$14,586.08
Six to Ten	\$12,600.00	Twenty-six to Thirty	\$15,315.38
Eleven to Fifteen	\$13,230.00	Thirty-one to Thirty-five	\$16,081.15
Sixteen to Twenty	\$13,891.50	Thirty-six to Forty	\$16,885.20

Upon the expiration of the forty (40) year Lease Rental Period, this Lease Agreement shall continue in full force and effect under the existing terms and conditions on a year to year basis, until terminated with written notice sixty (60) days prior to the end of that lease year.

3. A. To the fullest extent permitted by law, LESSEES shall defend and hold LESSOR harmless and indemnify LESSOR, its officials and employees from and against all liability, claims, damages, losses and expenses, including but not limited to attorneys' fees, caused by, arising out of or resulting from the negligent acts or omissions of LESSEES, in the construction, operation, painting, maintenance, repair and/or removal of LESSEES' signs and apparatus on the property, provided that such liability, claim, damage, loss or expense is attributable to bodily injury or property damage including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of LESSEES, anyone directly or indirectly employed by LESSEES or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to party or person described in this paragraph.

- B. In claims against any person or entity indemnified under this paragraph by an employee of LESSEES, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for LESSEES under workers' or workmens' compensation acts, disability benefits acts or other employee benefit acts.
 - C. LESSEES understand and agree that any insurance policies required by this Lease Agreement, or otherwise provided by LESSEES, shall in no way limit the responsibility to indemnify, keep and save harmless and defend LESSOR, its officials and employees as herein provided.
 - D. LESSOR agrees to save LESSEES harmless from claims or demands on account of bodily injury or physical property damage caused by or resulting from the negligent or willful acts of LESSOR or its agents.
4. LESSEES shall procure and maintain for the duration of the Lease Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the construction, operation, painting, maintenance, repair and/or removal of LESSEES' signs and apparatus on the property by LESSEES, their agents, representatives, employees or subcontractors.

A. **Minimum Limits of Insurance.**

LESSEES shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$1,000,000.00 per person per aggregate;
2. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability Limits of \$500,000.00 per accident.

B. **Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions must be declared to and approved by LESSOR.

C. **Other Insurance Provisions.**

The policies are to contain, or be endorsed to contain the following provisions:

1. Commercial General Liability Coverages:
 - a. LESSOR, its officials, employees and volunteers are to be covered as insureds as respects: liability arising from the construction, operation, painting, maintenance, repair and/or removal of LESSEES' signs and apparatus, as well as equipment procured, owned, leased, hired or borrowed by LESSEES. The coverage shall contain no special limits on the scope of the protection afforded to LESSOR, its officials, employees or volunteers;

- b. LESSEES' insurance coverage shall be primary insurance as respects LESSOR, its officials, employees and volunteers. Any insurance or self-insurance maintained by LESSOR, its officials, employees or volunteers shall be excess of LESSEES' insurance and shall not contribute with it;
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to LESSOR, its officials, employees or volunteers; and
 - d. LESSEES' insurance coverage shall state that LESSEES' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.
2. **Workers' Compensation and Employers' Liability Coverage.**

The insurer shall agree to waive all rights of subrogation against LESSOR, its officials, employees and volunteers for losses arising from the construction, operation, painting, maintenance, repair and/or removal of LESSEES' signs and apparatus.

3. **All Coverages.**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after sixty (60) days prior written notice has been given to LESSOR.

D. Acceptability of Insurers.

1. The insurance carrier used by LESSEES shall have a minimum insurance rating of A, VII according to the AM Best Insurance rating Schedule and licensed to do business in the State of Illinois.
2. LESSEES shall furnish LESSOR with certificates of insurance naming LESSOR, its officials, agents, employees and volunteers as additional insureds, with all rights of a primary insured. The certificates of insurance shall contain the original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by LESSOR and are to be received and approved by LESSOR before any work commences. LESSOR reserves the right to request full certified copies of the insurance policies.
5. LESSOR warrants that it is the legal owner of the real property on which the sign is to overhang and that it has full authority to enter into this Lease Agreement. LESSOR warrants that if LESSEES shall pay the rent provided for herein, LESSEES shall and may peacefully and quietly have, hold and enjoy the use of the airspace above LESSOR's property for overhang of its sign for the term of this Lease Agreement. LESSEES shall not cause or allow a lien to be placed on LESSOR's property.
6. LESSOR agrees that it, its tenants, agents, employees, or other persons acting in its or their behalf shall not place or maintain any object or foliage, on the property or on any contiguous neighboring property which LESSOR owns or controls, which would in any way obstruct or impair the view of LESSEES' sign

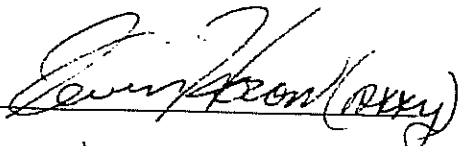
structures. If such an obstruction or impairment occurs, LESSEES, without limiting such other remedies as may be available, may require LESSOR to remove said obstruction or impairment, and LESSEES may reduce the rent herein paid to the sum of ONE HUNDRED (\$100.00) Dollars per year so long as such obstruction or impairment continues and LESSEES have not modified or relocated the sign structures.

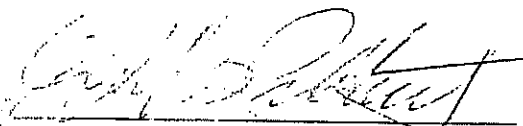
7. If at any time the sign is permanently obstructed or obscured beyond the control of the LESSOR as described in paragraph 7, or the advertising value of the sign is permanently diminished, or the installation and use of the sign is prevented or restricted by law, or if there occurs a permanent reduction of 30% or more of traffic, or a permanent diversion of traffic or a permanent change in the direction of traffic visible to the sign, LESSEES may at their option, terminate this Lease Agreement by giving LESSOR fifteen (15) days notice.
8. Upon the termination of this Lease Agreement, or any extended term of this Lease Agreement, LESSEES shall have the right to remove at any time prior to or within one hundred twenty (120) days, said signs, structures, and improvements overhanging LESSOR's property at the sole expense of LESSEES. LESSEES shall post a surety bond guaranteeing the removal of said signs, structures, and improvements overhanging LESSOR's property in a form and from an institution acceptable to LESSOR prior to the commencement of construction of any signs, structures, and improvements. Any damage done as a result of such removals shall be repaired by LESSEES, if LESSEES are notified by LESSOR within thirty (30) days after damage occurs.
9. Nothing in this Lease Agreement shall be determined to be or be construed as approval for any variances, special uses, conditional uses, or any other zoning relief as may be required to construct an advertising sign per the specifications of this Lease Agreement.
12. This Lease Agreement is binding upon and inures to the benefit of the heirs, executors, successors, and assigns of LESSEES and LESSOR. Neither LESSEES nor LESSOR shall assign this Lease Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.
13. The failure of LESSOR or LESSEES to insist, in any one or more cases, upon the strict performance of any of the terms, covenants, conditions or provisions of this Lease Agreement shall not be construed as a waiver or relinquishment in the future of any such term, covenant or provision.
14. All rents to be paid pursuant to this Lease Agreement and all notices required herein are to be forwarded to LESSOR at the address noted above LESSOR's signature. All notices sent by LESSOR or LESSEES are to be sent by Certified Mail, Return Receipt Requested. Notices sent to LESSEES are to be sent to the addresses noted above their respective signatures, or such addresses as may be given in the future. Notices shall be effective as of the date of mailing.
15. This Lease Agreement shall be governed in all respects by the laws of the State of Illinois. If any word, clause, phrase, provision, or portion of this Lease Agreement or the application thereof to any person or circumstances shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease Agreement nor any other, clause, phrase, provision or portion hereof to other persons or circumstances.
16. This Lease Agreement shall constitute the sole agreement of the parties relating to the lease of the above described premises. Neither party will be bound by any statements, warranties, or promises, oral or written, unless such statements, warranties, or promises are set forth specifically in this Lease Agreement.
17. A copy of this Lease Agreement shall be recorded with the Cook County Recorder of Deeds.

18. LESSOR for its part, and LESSEES for their part, agree that they have carefully read the foregoing Lease Agreement and understands fully the covenants and obligations of both the parties. LESSOR and LESSEES agree that they will each cooperate with one another and will use their best efforts to have the structure completed at the earliest date possible.

ACCEPTED: **ELLER MEDIA COMPANY**
4000 South Morgan Street
Chicago, Illinois 60609

ACCEPTED: **VILLAGE OF FRANKLIN PARK**
9500 West Belmont Avenue
Franklin Park, Illinois 60131

By: 

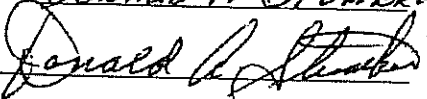
B 
Daniel B. Pritchett, Village President

Print Name: Kevin Wood

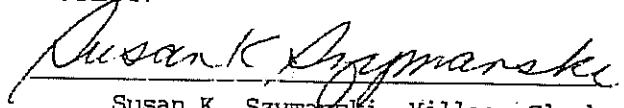
Date: 4-10-11

EXECUTED by LESSEE in the presence of:

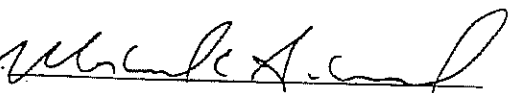
Print Name: Donald A. Stumbers

Witness: 

ATTEST:


Susan K. Szymanski, Village Clerk

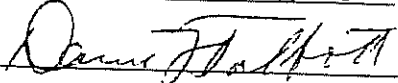
ACCEPTED: **IMAGE MEDIA, INC.**
642 North Dearborn Street
Suite 400
Chicago, Illinois 60610

By: 

Print Name: Marvise G. Selds

EXECUTED by LESSEE in the presence of:

Print Name: DAVID L. TALBOT

Witness: 

Prepared by and return to:
Peter A. Pacione
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 800
Rosemont, Illinois 60018



Addendum to Lease Agreement #34334

This Addendum to Lease Agreement #34334 (the “**Addendum**”) is dated this _____ day of October, 2011, and is attached to and made part of a certain Lease Agreement #34334 dated April 6th 2001, hereinafter referred to as (the “**Lease Agreement**”) entered into by and between The Village of Franklin Park, a municipal corporation of 9500 West Belmont Avenue, Franklin Park, Illinois 60131, hereafter referred to as (the “**Lessor**”) and Eller Media Company, an Illinois corporation, and Image media, Incorporated, an Illinois corporation, collectively hereafter referred to as (the “**Lessees**” or “**Lessee**”) for the operation of Lessee’s existing advertising sign structure over-hanging a portion of the road to which the sign shows on a location of property commonly known as 11500 King Street, Franklin Park, Illinois located on the North side of King Street .25 miles south of Wolf Road, located in the Village of Franklin Park, in the County of Cook, in the State of Illinois (the “**Property**”) is hereby modified as follows:

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement to establish their respective rights and obligations.

NOW THEREFORE, in consideration of the promises set forth herein, and contained in the subject Lease Agreement, the Lessor and Lessee mutually agree as follows:

1. Current Lessee under this Addendum and the Lease Agreement dated April 6th 2001 is Clear Channel Outdoor, Incorporated, a Delaware corporation.
2. In the event the Lease Agreement on the Property is terminated or expires, then upon thirty (30) days written notice from Lessee to Lessor, this Lease Agreement shall terminate, except for all such representation, warranties and indemnities set forth in this Addendum and Lease Agreement. In addition to Lessee’s rights set forth herein, in the event that any zoning ordinances or other similar legal rule or authority is interpreted to prevent the maintenance or operation of the structure(s) on the Property, Lessee’s obligation to pay rent shall abate until Lessee receives legal authority for operation of the structure(s).
3. In the event that Lessee elects to convert the sign to accommodate digital technology and is successful in its efforts and obtains all State, County and Local governmental permits/approvals for the digital technology, Lessor shall grant its authorization to Lessee to perform the necessary upgrades to the structure(s) as required to accommodate the construction and operation of its Digital Display(s), including but not limited to any electrical service upgrades as required, to be performed by others. On the first (1st) day of the month subsequent to the actual date that Lessee completes construction of its Digital Display(s), including illumination (Digital Display(s) must be fully energized and operational), Lessor and Lessee agree:

a. That Lessee’s Annual Lease Rent obligations to Lessor as set forth in paragraph #2 of the Lease Agreement shall be modified as follows:

Double-Face Digital Display

(Remaining Initial Term)

Years 11-15	2/1/12-1/31/17:	Nineteen thousand and 00/100 (\$19,000.00) dollars, per year
Years 16-20	2/1/17-1/31/22;	Twenty thousand and 00/100 (\$20,000.00) dollars, per year
Years 21-25	2/1/22-1/31/27;	Twenty one thousand and 00/100 (\$21,000.00) dollars, per year

Years 26-30 2/1/27-1/31/32; Twenty two thousand and 00/100 (\$22,000.00) dollars, per year
 Years 31-35 2/1/32-1/31/37; Twenty three thousand and 00/100 (\$23,000.00) dollars, per year
 Years 36-40 2/1/37-1/31/42; Twenty four thousand and 00/100 (\$24,000.00) dollars, per year

1 Single-Face Static Display and 1 Single-Face Digital Display

(Remaining Initial Term)

Years 11-15 2/1/12-1/31/17: Sixteen thousand and 00/100 (\$16,000.00) dollars, per year
 Years 16-20 2/1/17-1/31/22; Seventeen thousand and 00/100 (\$17,000.00) dollars, per year
 Years 21-25 2/1/22-1/31/27; Eighteen thousand and 00/100 (\$18,000.00) dollars, per year
 Years 26-30 2/1/27-1/31/32; Nineteen thousand and 00/100 (\$19,000.00) dollars, per year
 Years 31-35 2/1/32-1/31/37; Twenty thousand and 00/100 (\$20,000.00) dollars, per year
 Years 36-40 2/1/37-1/31/42; Twenty one thousand and 00/100 (\$21,000.00) dollars, per year

In the event during the term of this Lease Agreement that Lessee, in its sole opinion, ceases operations of its Digital Display(s) after they are installed on the structure for any reason, and returns said advertisements back to Static Bulletin display(s), then effective on the first (1st) day of the month subsequent to the date that the Static Bulletin Display(s) are reinstalled, illuminated and fully operational, Lessee’s rental obligations to Lessor shall be modified to run concurrent with the Lease Agreement effective dates which are further described as follows:

Double-Face Static Display

(Remaining Initial Term)

Years 11-15 2/1/12-1/31/17: Thirteen thousand two hundred thirty and 00/100 (\$13,230.00) dollars, per year
 Years 16-20 2/1/17-1/31/22; Thirteen thousand eight hundred ninety one and 50/100 (\$13,891.50) dollars, per year
 Years 21-25 2/1/22-1/31/27; Fourteen thousand five hundred eighty six and 08/100 (\$14,586.08) dollars, per year
 Years 26-30 2/1/27-1/31/32; Fifteen thousand three hundred fifteen and 38/100 (\$15,315.38) dollars, per year
 Years 31-35 2/1/32-1/31/37; Sixteen thousand eight one and 15/100 (\$16,081.15) dollars, per year
 Years 36-40 2/1/37-1/31/42; Sixteen thousand eight hundred eighty five and 20/100 (\$16,885.20) dollars, per year

If a copy or counterpart of this Addendum is originally executed and such copy or counterpart is thereafter transmitted electronically by facsimile, email or similar device, such facsimile or email document will for all purposes be treated as if manually signed by the party whose facsimile or email signature appears.

Except as otherwise set forth herein, all terms, covenants and conditions contained in the Lease Agreement as described herein shall remain the same and in full force and effect. Where a conflict in terms may exist, it is agreed that the terms set forth in this Addendum shall govern.

Lessee: **Clear Channel Outdoor, Inc.**
 a Delaware Corporation

LESSOR: **Village of Franklin Park**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: **4000 S. Morgan St.**

ADDRESS: **9500 West Belmont Avenue**

_____ **Chicago, Illinois 60609**

_____ **Franklin Park, Illinois 60131**

DATE: _____

DATE: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE APPROVING AN AGREEMENT BY AND
BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS AND UTILITY SERVICE PARTNERS**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 10/03/11
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 1112-G- __

**AN ORDINANCE APPROVING AN AGREEMENT BY AND
BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS AND UTILITY SERVICE PARTNERS**

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

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

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

Section 2. The Marketing Agreement by and between the Village of Franklin Park, Cook County, Illinois and Utility Service Partners Private Label, Incorporated d/b/a Service Line Warranties of America (the "*Agreement*"), a copy of which is attached hereto and made a part hereof, as Exhibit A, is hereby approved substantially in the form presented to this Village Board, with such necessary changes as determined 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, Village Clerk and Utilities Director 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. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

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

(Intentionally Left Blank)

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

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2011.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement

**A Marketing Agreement by and between the Village of Franklin Park,
Cook County, Illinois and Utility Service Partners Private Label,
Incorporated d/b/a Service Line Warranties of America**

This Marketing Agreement (the "*Agreement*") is made this _____ day of October, 2011 by and between the Village of Franklin Park, Cook County, Illinois (the "*Village*") and Utility Services Partners Private Label, Incorporated d/b/a Services Line Warranties of America (the "*SLWA*" or "*USP*").

SLWA provides affordable utility service line warranties to consumers and it is SLWA's understanding that, in consideration of the License Fee (as defined below) to be paid by SLWA to Village, Village has agreed to cooperate with SLWA in marketing SLWA's services to Village's residents and homeowners (the "*Residents*") as herein described below:

1. Village hereby grants to SLWA a non-exclusive license to use Village's name and logo on letterhead and marketing materials to be sent to the Residents from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to Village's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.
2. As consideration for such license, SLWA will be liable to pay to Village, within 30 days of the end of the final calendar quarter, 10% of the revenue from USP warranty subscriptions collected from the Residents during such calendar year (the "*License Fee*"), together with a statement certifying collections of such USP revenue, so long as this Agreement remains in effect. Village will have the right, at its expense, to conduct an annual audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to sales and rentals to the Residents while this Agreement is in effect and for one year after any termination of this Agreement.
3. The term of this Agreement will be for one year from the date of the execution of the acknowledgement below and this Agreement will then renew on an annual basis unless one of the parties gives the other advance written notice of at least 90 days that it does not intend to renew this Agreement. Village may terminate this Agreement 30 days after giving notice to SLWA that SLWA is in material breach of this Agreement if such breach is not cured during such 30-day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to the effective date of any termination of this Agreement and shall pay the License Fee to the Village for the calendar year in which this Agreement is terminated after which time, except for SLWA's obligation to permit Village to conduct an audit as described above, neither party will have any further obligations to the other and the license described herein will terminate.
4. SLWA shall indemnify, hold harmless, and defend Village, its elected officials, appointed officials, and employees from and against any loss, claim, liability, damage, or expense that any of them may suffer, sustain or become subject to in connection with any third party claim (each a "*Claim*") resulting from the negligence or willfulness of SLWA

in connection with, arising out of or by reason of this Agreement, provided that the applicable indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

5. This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the parties expressly agree to submit to such jurisdiction. The parties further agree to waive their respective rights to a trial by jury and attorney fees.

6. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute one and the same instrument.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be enacted on the date specified above in Franklin Park, Cook County, Illinois.

Utility Service Partners Private Label, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Village of Franklin Park, IL:

By: _____

Print Name: _____

Title: _____

Date: _____

Attest:

By: _____

Print Name: _____

Title: _____