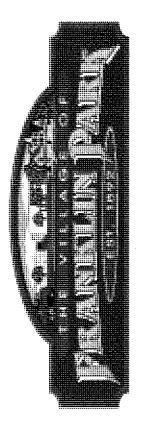
| | LAGE OF FRANKLIN PARK | |
|-------------------------------------|---|--|
| | IER AND PAYMENT SUMMARY AT THE VILLAGE BOARD MEETING OF | |
| | 10/17/11 | |
| | 40107/44 | |
| Payroll Ending | 10/07/11 | |
| Village Portion of Social Security | 8,091.82 | |
| Village Portion of Medicare | 4,729.59 | |
| Prior Month Village Portion of IMRF | 40,040.79 | |
| Gross Payroll | 402,978.91 | |
| Special Payrolls | | |
| Total Payroll Expense | \$ 455,841.11 | |
| Garra Expense | \$0.00 | |
| Manual Checks & Wires | | |
| Manual Checks | 1,925.00 | |
| PANAMERICAN BANK | 2,371.19 | |
| Total Manual Checks & Wires | \$ 4,296.19 | |
| ACH Debits | | |
| Health Insurance Premium | | |
| Other | | |
| Total ACH Debits | \$0.00 | |
| Total Voucher | \$273,105.37 | |
| Grand Total Payments | \$ 733,242.67 | |

Accounts Payable Computer Check Proof List

User: cperez Printed: 10/13/2011 - 1:01 PM



| Reference | ACH Enabled: No | ACH Enabled: No | ACH Enabled: No | ACH Enabled: No | ACH Enabled: No |
|---------------------|--|---|---|--|---|
| Ref | AC | ACI | ACI | ACI | ACI |
| | | | | | |
| mber | quence: 1 000 | Check Sequence: 2 10-30-62030 | Check Sequence: 3 (0-30-62040 (0-30-62050 (0-30-62050 (0-30-62050 (0-30-62050 (0-30-62060 | Check Sequence: 4 10-90-62600 35-01-63070 35-01-63070 35-01-62590 | Check Sequence: 5 10-30-62120 10-30-62120 |
| Acct Number | Check Sequence: 54-01-50000 | Check Seque 10-30-62030 | Check Seque 10-30-62040 10-30-62050 10-30-62050 10-30-62050 10-30-62060 | Check Seque 10-90-62600 35-01-63070 35-01-62590 35-01-52600 | Check Seque 10-30-62120 10-30-62120 |
| Amount Payment Date | 10/21/2011 | 10/21/2011 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | 10/21/2011 10/21/2011 |
| Pay | | | | | |
| Amount | 328.00 328.00 | 375.44 | 5.99 26.97 7.48 -3.99 56.45 29.98 14.99 | 12.98 14.48 16.95 39.97 27.43 111.81 | 21.00 |
| Description | 1-800 BOARD UP 9353 BELMONT BOARD UP SERVICES Check Total: | 1st AYD Corporation BOWL CLEANER, TOWEL, DISINFECTANTS Check Total: | Ace Hardware LITHIUM BATTERY 2PK DRILL ROTARY, LIGHT BULBS BELT AND DRILL ROTARY 2PK BELT RETURN CABLE TIES CAN OPENER SHADE Check Total: | Ace Hardware SAFETY GLASSES AND BUNGEE CORD TUBE COPPER AND KEY STEM COMP UNION AND SLEEVE PROPANE FILL COUNTERSINK REPLACEMENT FASTENERS, LINK CHAIN Check Total: | Air One Equipment, Inc. REBUILD KIT REBUILD KIT |
| Invoice No | Vendor:0787 20111125 | Vendor:3443 499130 | Vendor:1259 040165/1 040182/1 040376/1 040386/1 040590/1 040600/1 | Vendor:1260 040105/1 040322/1 040324/1 040413/1 040456/1 | Vendor:3050 75893 76020 |

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| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|--|--|---|-----------------|
| | Check Total: | 42.00 | | | |
| Vendor:0149 513405 513407 513977 | Al Piemonte Ford Sales, Inc. CONTROL ARM ASSEMBLY FOR 873 SWAY BUSHINGS FOR 873 RELAY FOR 875 Check Total: | 103.39 22.88 20.18 146.45 | 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 6 08-01-50020 08-01-50020 08-01-50020 | ACH Enabled: No |
| Vendor:2605 OCT 2011 | ALFRED G. RONAN, LTD. PROFESSIONAL SERVICES OCTOBER 11 Check Total: | 3,500.00 | 10/21/2011 | Check Sequence: 7 10-12-67560 | ACH Enabled: No |
| Vendor:0013 163122 163630 | ALLIED ASPHALT PAVING CO. SURFACE PATCHING SURFACE PATCHING Check Total: | 539.70 5,007.47 5,547.17 | 10/21/2011 10/21/2011 | Check Sequence: 8 10-90-82781 10-90-82781 | ACH Enabled: No |
| Vendor:5011 U1122663LJ | AMERICAN MESSAGING PAGERS OCTOBER 2011 ACTIVITY Check Total: | 27.24 27.24 | 10/21/2011 | Check Sequence: 9 10-30-51170 | ACH Enabled: No |
| Vendor:5347 701-7392291 701-7392292 701-7399554 701-7399555 | ARAMARK UNIFORM SERVICES RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS Check Total: | 47.73 63.50 52.53 69.88 233.64 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 10 10-13-52600 10-13-52600 10-13-52600 | ACH Enabled: No |
| Vendor:2615 8337 | AWESOME PEST SERVICE INC. EXTERMINATING SERVICES SEPT 2011 Check Total: | 510.00 | 10/21/2011 | Check Sequence: 11 10-60-62460 | ACH Enabled: No |
| Vendor:0155 SEPT 2011 | B&R & B&D GASOLINE INC. CAR WASHES Check Total: | 92.00 | 10/21/2011 | Check Sequence: 12 10-20-50300 | ACH Enabled: No |
| Vendor:UB*00343 | BETHLEHEM INDUSTRIES Refund check Refund check | 1,719.54 | 10/03/2011 10/03/2011 | Check Sequence: 13 34-00-20100 35-00-20100 | ACH Enabled: No |

AP - Computer Check Proof List (10/13/2011 - 1:01 PM)

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|--|---|--|--|-----------------|
| | Check Total: | 3,000.00 | | | |
| Vendor:UB*00344 | BETHLEHEM INDUSTRIES Refund check Refund check Check Total: | 268.70 431.30 700.00 | 10/03/2011 10/03/2011 | Check Sequence: 14 35-00-20100 34-00-20100 | ACH Enabled: No |
| Vendor:4744 65009 | C.S. BATTERY, INC BATTERY FOR FIRE 4X4 Check Total: | 145.00 | 10/21/2011 | Check Sequence: 15 08-01-50030 | ACH Enabled: No |
| Vendor:3236 2046-119653 2046-119713 2046-119780 2046-119783 2046-119810 2046-119870 2046-119870 2046-120070 2046-1200318 | CARQUEST ATTN: LARRY VALVE COVER GASKITS FOR 871 BRAKE PAD CERAMIC & SEMI-MET 873 AUTO BATTERY FOR 890 AUTO BATTERY FOR 890 BRAKE ROTOR AND BRAKE PADS 882 MARKER LAMPS FOR 211 12 VOLT EURO BATTERIES 876,878 BRAKE FLUID TRANS FILTER KIT FOR 877 BATTERIES FOR 482 WATER PUMPS FOR 873 Check Total: | 39.07 118.48 127.09 254.18 243.27 71.04 415.48 18.21 23.23 311.04 59.99 1,681.08 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 16 08-01-50020 08-01-50020 08-01-50020 08-01-50020 08-01-50020 08-01-50020 08-01-50020 08-01-50020 08-01-50020 08-01-50020 | ACH Enabled: No |
| Vendor:1895 CJHH499 | CDW Government, Inc. EVIDENCE CD'S AND SLEEVES Check Total: | 69.19 | 10/21/2011 | Check Sequence: 17 10-20-59000 | ACH Enabled: No |
| Vendor:2766 R15309 S13083 | CERTIFIED FLEET SERVICES REPAIR KIT, RATCHET, PARTS FOR 223 DOOR SWITCH & PLUG FOR 482 Check Total: | 4,299.38 9.79 4,309.17 | 10/21/2011 | Check Sequence: 18 10-90-50100 08-01-50030 | ACH Enabled: No |
| Vendor:1093 6817527 | CHEAPER THAN DIRT AMMO FOR WEAPONS Check Total: | 3,540.80 | 10/21/2011 | Check Sequence: 19 10-20-60610 | ACH Enabled: No |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|--|--|--|-----------------|
| | CINTAS FIRST AID & SAFETY FIRST AID CREAM, STRIP REFILL ALEVE, COLD RELIEF & HANDWIPES BANDAGES, DAYQUIL AND ASPIRIN Check Total: | 34.35 37.74 52.16 124.25 | 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 20 08-01-89115 08-01-89115 10-90-62590 | ACH Enabled: No |
| | CJC Auto Parts WIX OIL FILTERS FOR TRUCKS Check Total: | 69.08 | 10/21/2011 | Check Sequence: 21 08-01-50009 | ACH Enabled: No |
| | CLARK DIETZ, INC. WATER DEPARTMENT ENGINEERING SEWER DEPARTMENT ENGINEERING COMMUNITY DEVELOPMENT SUPPORT STREET DEPARTMENT ENGINEERING STREET AND BRIDGE DEPARTMENT WATER DEPARTMENT ENGINEERING SEWER DEPARTMENT ENGINEERING COMMUNITY DEVELOPMENT SUPPORT PROF SVCS JULY 30-AUG 26 2011 CULLERTON DRIVE SSA ENGINEERING Check Total: | 689.25 689.25 689.25 459.50 2.292.00 3,438.00 2,292.00 1,672.00 17,332.25 32,761.75 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 22 34-01-82800 10-12-82800 10-90-82800 10-90-82800 34-01-82800 35-01-82800 10-12-82800 10-12-82800 | ACH Enabled: No |
| Vendor:5257 0217099011/1011 1862148017/1011 7603147072/1011 | COMED ELECTRICITY EE-0217099011 ELECTRICITY- 1862148017 822-921 2011 ELECTRICITY- EE 7603147072 Check Total: | 99.70 272.92 203.04 575.66 | 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 23 35-01-62800 35-01-62800 35-01-62800 | ACH Enabled: No |
| | COMMERICAL TIRE COMPANY FLAT REPAIR TIRES FLAT REPAIR Check Total: | 25.00 272.82 111.50 409.32 | 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 24 10-90-50110 10-90-50110 10-90-50110 | ACH Enabled: No |
| Vendor:1464 0000110988 0000111896 0000112282 089585 089603 | D & P CONSTRUCTION SWITCH SWITCH SWITCH STREET SWEEPINGS STREET SWEEPINGS | 300.00 300.00 300.00 712.00 356.00 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 25 09-01-64000 09-01-64000 09-01-64000 09-01-64000 | ACH Enabled: No |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|--|---|--|--|--|-----------------|
| 089613 | STREET SWEEPINGS Check Total: | 356.00 | 10/21/2011 | 09-01-64000 | |
| Vendor:5129 1372 1373 1374 1378 | DOUGS UPHOLSTERY DRIVERS SEAT REPAIR FOR CAR 877 DRIVERS SEAT REPAIR FOR CAR 873 DRIVERS SEAT REPAIR FOR CAR 875 SEAT REBUILD FOR TRUCK 878 SEAT REPAIRS FOR TRUCK 234 Check Total: | 168.00 168.00 168.00 610.00 750.00 1,864.00 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 26 08-01-50020 08-01-50020 08-01-50020 08-01-50034 | ACH Enabled: No |
| Vendor:1755 22048 | E HOFFMAN INC 22 LOADS OF DIRT MIX HAULED OUT Check Total: | 5,450.00 | 10/21/2011 | Check Sequence: 27 09-01-64000 | ACH Enabled: No |
| Vendor:8255 0046936 | EJ EQUIPMENT BALL VALVE FOR 211 W/COATED BALL Check Total: | 178.64 | 10/21/2011 | Check Sequence: 28 08-01-50035 | ACH Enabled: No |
| Vendor:3278 33595 | Elevator Inspection Svc. Co. ELEVATOR INSPECTION NESTLE FOODS Check Total: | 50.00 | 10/21/2011 | Check Sequence: 29 10-13-60550 | ACH Enabled: No |
| Vendor:5609 100441200230 100441700230 100441800230 100588000230 200899900050 2009000000050 | EXELON ENERGY ELECTRICITY-EE1004412 ELECTRICITY-EE1004417 ELECTRICITY-EE1004418 ELECTRICITY-EE2008999 ELECTRICITY-EE2009000 Check Total: | 156.57 67.87 7,351.07 85.95 20,100.79 449.24 28,211.49 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 30 34-01-62800 35-01-62800 34-01-62800 10-50-62330 10-50-62330 | ACH Enabled: No |
| Vendor:4713 09132011-1 09132011-2 | Fahey & Sons Asphalt METRA STATION LOT VILLAGE HALL LOT Check Total: | 5,790.00 1,090.00 6,880.00 | 10/21/2011 10/21/2011 | Check Sequence: 31 41-01-63210 10-13-52600 | ACH Enabled: No |
| Vendor:3904 7-643-63758 | Fedex PRIORITY OVERNIGHT SHIPMENT | 20.62 | 10/21/2011 | Check Sequence: 32 10-12-59000 | ACH Enabled: No |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|--|--|---|--|---|-----------------|
| 7-643-63758A | PRIORITY OVERNIGHT SHIPMENT Check Total: | 32.78 53.40 | 10/21/2011 | 10-01-59000 | |
| Vendor:0502 11929 | FLOORS & WALLS UNLIMITED TRAY LINERS FOR 9545 BELMONT Check Total: | 49.54 | 10/21/2011 | Check Sequence: 33 10-13-52200 | ACH Enabled: No |
| Vendor:0081 9582 9598 | FRANKLIN PARK PLUMBING CO FIRE HYDRANT REPLACEMENT 9660 FRANKLIN AVENUE BASIN REPAIR Check Total: | 3,442.00 4,980.00 8,422.00 | 10/21/2011 10/21/2011 | Check Sequence: 34 34-01-62860 34-01-62860 | ACH Enabled: No |
| Vendor:8289 624682MB | GALLAGHER MATERIALS INC COLDPATCH Check Total: | 2,194.56 | 10/21/2011 | Check Sequence: 35 10-90-82781 | ACH Enabled: No |
| Vendor:3510 PINV324492 PINV325186 PINV326099 PINV33951 PINV334729 | GARVEY'S OFFICE PRODUCTS DURCEF CHARGER WITH ADAPTER 17.89 MAXLIGHT STAMP 17.89 RULER, BATTERY, JACKET, & STAPLER 171.68 STAPLES, SCISSORS, NOTEBOOK, INK CRGS 102.25 MARKERS/TONER/BATTERIES/PAPER/JACKETS 1,119.56 NAMEPLATE, CARTRIDGE, CALCULATOR, FOLDER§53.19 Check Total: | 42.99 17.89 171.68 102.25 1,119.56 ER\$53.19 1,607.56 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 36 10-01-50400 10-01-50400 10-90-59000 10-20-50400 10-01-50400 | ACH Enabled: No |
| Vendor:4516 125102 | GONZALEZ & ASSOCIATES, P.C. SERVICES RENDERED SEPT 2011 Check Total: | 1,200.00 | 10/21/2011 | Check Sequence: 37 10-33-52400 | ACH Enabled: No |
| Vendor:5200 9639643379 | GRAINGER UNIT HEATER, THERMOSTAT & BRACKET Check Total: | 894.47 | 10/21/2011 | Check Sequence: 38 10-90-62590 | ACH Enabled: No |
| Vendor:UB*00345 | GREAT STREET PROPERTIES Refund check Refund check Check Total: | 340.95 610.99 951.94 | 10/03/2011 | Check Sequence: 39 35-00-20100 34-00-20100 | ACH Enabled: No |

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| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
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| Vendor:1242 00040850 | HARTS TRACTOR CO. INC. TYMCO SWEEPER- COUPLINGS Check Total: | 2,641.56 | 10/21/2011 | Check Sequence: 40 09-01-50100 | ACH Enabled: No |
| Vendor:5409 3511691 3656116 | HD SUPPLY WATERWORKS, LTD CLAMP PVC COUPLINGS Check Total: | 367.89 392.50 760.39 | 10/21/2011 10/21/2011 | Check Sequence: 41 34-01-62860 34-01-62860 | ACH Enabled: No |
| Vendor:5272 129092 | ILLINOIS EPA HAZARDOUS WASTE IEPA REIMBURSEMENT FRANKLIN AVE Check Total: | 263.91 | 10/21/2011 | Check Sequence: 42 42-01-59000 | ACH Enabled: No |
| Vendor:5327 13441 14438 14490 15117 15183 | INDUSTRIAL & WHOLESALE LUMBER CONSTRUCTION CONSTRUCTION CDX SYP SCREWS AND NAILS CONSTRUCTION CDX SYP CDX SYP CDX SYP Check Total: | 61.76 47.88 349.86 46.97 33.48 42.00 581.95 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 43 10-90-62600 10-90-62600 10-90-62600 10-90-62600 10-90-62600 | ACH Enabled: No |
| Vendor:3233 207485 207572 | Just Tires TIRES & WHEEL BALANCE- POLICE CARS WHEEL ALIGNMENT AUTO FOR 877 Check Total: | 450.40 50.00 500.40 | 10/21/2011 | Check Sequence: 44 08-01-50020 08-01-50020 | ACH Enabled: No |
| Vendor:1228 0135720-IN | Keller Heartt Co Inc SHL RIMULA SUPER 15/40 OIL Check Total: | 1,648.35 | 10/21/2011 | Check Sequence: 45 10-90-50110 | ACH Enabled: No |
| Vendor:0110 2725 2727 2728 | KRIETER CONCRETE CONST. 2840 RUBY & 10455 SEYMOUR SIDEWALK 3421 ELDER LANE SIDEWALK RPLCMNT 2412 OAK ST SERVICE WALK REPLCMNT Check Total: | 2,250.00 2,020.00 950.00 5,220.00 | 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 46 35-01-63070 35-01-63070 35-01-63070 | ACH Enabled: No |
| Vendor:1333 9300104935 | Lawson Products, Inc. 202 SCREWS AND WASHERS | 256.93 | 10/21/2011 | Check Sequence: 47 10-90-62610 | ACH Enabled: No |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|--|--|---|-----------------|
| 9300117962 9300123138 9300123139 | STEEL HOSE CLAMPS QUICK DISC COUPLER, TIPS QUICK DISC COUPLER, TIPS Check Total: | 38.09 571.87 287.55 1,154.44 | 10/21/2011 10/21/2011 10/21/2011 | 10-90-62610 10-90-62610 10-90-62610 | |
| Vendor:4778 09212011 09232011 | LOYOLA EMS OFFICE LOYOLA ACLS REG FEES, DAN/TOM/DEBORAH 12 LEAD CLASS REG FEE FOR TOM Check Total: | 300.00 75.00 375.00 | 10/21/2011 | Check Sequence: 48 10-30-52001 10-30-52001 | ACH Enabled: No |
| Vendor:UB*00346 | MB896, LLC Refund check Refund check Check Total: | 100.45 22.61 123.06 | 10/11/2011 10/11/2011 | Check Sequence: 49 35-00-20100 34-00-20100 | ACH Enabled: No |
| Vendor:0131 99053 | MENARDS - MELROSE PARK CEILING TILES Check Total: | 652.96 | 10/21/2011 | Check Sequence: 50 10-90-62590 | ACH Enabled: No |
| Vendor:0277 18211PC | MIDWEST CHLORINATING 6" LINE STOPS @ BELMONT AND 25TH Check Total: | 4,500.00 | 10/21/2011 | Check Sequence: 51 34-01-62860 | ACH Enabled: No |
| Vendor:0329 290533 290705 68151 68152 | MONROE TRUCK EQUIPMENT 2 PACK 124 BOX SHOCKS TOOLBOX SPARE CUTTING EDGE PLOWMARKERS WEATHER GUARD DIAMOND PLATE 235 TRANSFER TANK, PUMP, LABOR FOR 235 Check Total: | 465.90 522.00 728.00 1,400.00 3,115.90 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 52 10-90-50110 10-90-50110 10-90-50110 | ACH Enabled: No |
| Vendor:0129 150464 | MURPHY'S CONTRACTORS EQUIP REWIND SPRING FOR SAW Check Total: | 15.50 | 10/21/2011 | Check Sequence: 53 08-01-50034 | ACH Enabled: No |
| Vendor:0477 33043 | National Ignition Inc ALTERNATOR FOR 873 Check Total: | 248.00 | 10/21/2011 | Check Sequence: 54 08-01-50020 | ACH Enabled: No |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|--|--|---|--|--|-----------------|
| Vendor:2033 49105 49130 49189 | NICK'S SALES AND SERVICE PLUG, BLADE & FILTER EXMART MOWER BELTS FOR TORO MOWER SHAFT/BEARINGS (TORO MOWER RPR) Check Total: | 114.00 151.55 241.77 507.32 | 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 55 08-01-50034 08-01-50034 08-01-50034 | ACH Enabled: No |
| Vendor:4521 04671900001/911 0884290006/0911 18952060202/9/1 45671900004/9/1 55671900003/9/1 | NICOR 9545 BELMONT 04671900001 HEATING 0884290006 0826-0926 2011 HEAT/GAS-18952060202 HEAT/GAS-45671900004 HEAT/GAS-55671900003 HEAT/GAS-87873543729 Check Total: | 185.80 203.05 27.06 143.52 152.82 5.92 718.17 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 56 10-20-52450 10-30-52450 35-01-52450 34-01-62940 10-90-62940 35-01-52450 | ACH Enabled: No |
| Vendor:2107 278-001344 278-001345 | Norcomm Public Safety Comm. NORCOMM 9-1-1 DISPATCH STAFF POLICE RECORDS MGMT STAFF Check Total: | 60,283.66 11,074.58 71,358.24 | 10/21/2011 | Check Sequence: 57 10-14-40220 10-20-60400 | ACH Enabled: No |
| Vendor:4706 95537752 | Oxford University Press HOARDING HANDBK HEALTH INSPECT Check Total: | 33.13 | 10/21/2011 | Check Sequence: 58 10-13-51650 | ACH Enabled: No |
| Vendor:3311 000000599 | PARTS3 LLC FAN ASSEMBLY FOR 890 Check Total: | 195.00 | 10/21/2011 | Check Sequence: 59 08-01-50020 | ACH Enabled: No |
| Vendor:0142 P50C0757554 P50C0757686 P50C0757874 P80R0001870 | Patten Industries, Inc. BACKHOE#2 BACKHOE#2 BACKHOE#2 Check Total: | 1,087.68 1,077.13 126.58 392.53 2,683.92 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 60 34-01-50150 35-01-50150 34-01-50150 35-01-50150 | ACH Enabled: No |
| Vendor:0772 14442 | Permidt Engineering Limited REPAIRED FAUCETS AT POLICE DEPT Check Total: | 198.00 | 10/21/2011 | Check Sequence: 61 10-13-52600 | ACH Enabled: No |

| Invoice No | Description | Amount | Payment Date | Acet Number | Reference |
|--|--|--|--|---|-----------------|
| Vendor:3945 110902316 | Pioneer Press LABOR DAY AD Check Total: | 50.00 | 10/21/2011 | Check Sequence: 62 10-61-59000 | ACH Enabled: No |
| Vendor:1737 09192011 | Plote Construction Inc. HYDRANT METER 70206218 REFUND Check Total: | 2,097.40 | 10/21/2011 | Check Sequence: 63 34-01-62856 | ACH Enabled: No |
| Vendor:5037 2667 2676 | PROMOS 911, INC. 960 STOCK FIRE HELMETS 1000 STICK ON BADGES Check Total: | 620.99 97.00 717.99 | 10/21/2011 10/21/2011 | Check Sequence: 64 10-30-62180 10-30-62180 | ACH Enabled: No |
| Vendor:1166 1/255860 2-707300 | Prosafety Inc EYE WASH STATION GLOVES Check Total: | 39.06 36.00 75.06 | 10/21/2011 10/21/2011 | Check Sequence: 65 10-90-62590 10-90-62680 | ACH Enabled: No |
| Vendor: 1096 77030 77043 77046 | Radco Communications, Inc. EQUIP TRANSFER (FROM 872 TO 874) ANTENNA REPLACEMENT AND TUNING TEMP SYSTEM & ANTENNAS 225 Check Total: | 5,729.98 197.30 432.60 6,359.88 | 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 66 10-20-80570 10-30-51170 10-90-50100 | ACH Enabled: No |
| Vendor:2081 1099-0998M | ROSENTHAL, MURPHY MISCELLANEOUS DATE OF SERVICE8.25 Check Total: | 562.50 | 10/21/2011 | Check Sequence: 67 10-72-62557 | ACH Enabled: No |
| Vendor:3256 87225-0 | Russ Reid DC HILL RELATIONS, TELEPHONE LDIST Check Total: | 71.92 | 10/21/2011 | Check Sequence: 68 10-12-67560 | ACH Enabled: No |
| Vendor:2419 1125046 1125049 1130192 | Russo's Power Equipment PRUNER CHAIN SLATE BAR Check Total: | 455.00 47.94 116.06 619.00 | 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 69 10-90-62680 10-90-62600 10-90-62600 | ACH Enabled: No |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|--------------------------------------|--|----------------------------------|--------------------------|--|-----------------|
| Vendor:1352 AUG 2011 JULY 2011 | WILLIAM RYAN ADJUDICATION SERVICES AUGUST 2011 ADJUDICATION SERVICES JULY 2011 Check Total: | 1,277.50 1,172.50 2,450.00 | 10/21/2011 10/21/2011 | Check Sequence: 70 10-72-62557 10-72-62557 | ACH Enabled: No |
| Vendor:UB*00342 | E. SANCHEZ Refund check Refund check Check Total: | 63.39 34.14 97.53 | 10/03/2011 10/03/2011 | Check Sequence: 71 34-00-20100 35-00-20100 | ACH Enabled: No |
| Vendor:5529 76344 | SEAWAY SUPPLY PAPER TOWELS Check Total: | 60.00 | 10/21/2011 | Check Sequence: 72 10-90-62590 | ACH Enabled: No |
| Vendor:0850 775099 775513 | SHEMIN WINDSOR ROSE & ADHESIVE PAVER SEED LIBERTY MIX AND PENNMULCH Check Total: | 633.24 363.80 997.04 | 10/21/2011 10/21/2011 | Check Sequence: 73 10-90-62600 10-90-62600 | ACH Enabled: No |
| Vendor:2118 53824 | SPACECO INC ALTA & TOPOGRAPHIC SURVEY Check Total: | 8,532.70 | 10/21/2011 | Check Sequence: 74 54-01-50000 | ACH Enabled: No |
| Vendor:0721 61483 | Speed-O-Lite Printing Center INSPECTION FORMS Check Total: | 110.00 | 10/21/2011 | Check Sequence: 75 10-13-51800 | ACH Enabled: No |
| Vendor:1273 10279415 | Standard & Poor's Corp ANALYTICAL SRVCS FOR GO BONDS Check Total: | 3,810.00 | 10/21/2011 | Check Sequence: 76 54-01-56000 | ACH Enabled: No |
| Vendor:3089 6985 | STANDARD FENCE CO. INC. RIBBON REMOVAL CLEARING TOWER Check Total: | 325.00 325.00 | 10/21/2011 | Check Sequence: 77 34-01-62860 | ACH Enabled: No |
| Vendor:0340 55903 | Storino, Ramello & Durkin PROFESSIONAL SERVICES WMRA TIF | 43.75 | 10/21/2011 | Check Sequence: 78 12-01-62557 | ACH Enabled: No |

| Invoice No | Description | Amount | Payment Date | Acet Number | Reference |
|---|--|---|--|--|-----------------|
| | Check Total: | 43.75 | | | |
| Vendor:0182 11938 12305 12734 | Suburban Laboratories SAMPLE TESTING SAMPLE TESTING COLIFORM, PRESENCE-ABSENCE FOR IEPA Check Total: | 50.00 115.00 110.00 275.00 | 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 79 34-01-62850 34-01-62850 34-01-62850 | ACH Enabled: No |
| Vendor:0183 47339 4753 47727 47764 47766 47767 47783 47784 47954 | SUBURBAN WELDING STEEL, LLC PUMP SHAFT EXTENSION REPAIR TRUCK #206 1" PLATES MATERIAL/LABOR HAND WINCH WALL MOUNT BRACKETS BOLTS PARKING BUMPER SPIKES PARKING BUMPER SPIKES TRUCK 222 DOG ËAR REPAIR MODIFY SWAY LINKS FOR 492 Check Total: | 317.40 753.36 3,066.25 286.00 246.15 368.63 64.50 123.00 286.00 139.33 5,650.62 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 80 34-01-82990 10-90-50110 34-01-82990 10-90-62610 10-90-62600 10-90-62600 10-90-62600 10-90-62000 | ACH Enabled: No |
| Vendor:0444 08312011B 133746 137302 137307 | SUN-TIMES MEDIA LEGAL AD FOR WASTE LEGAL NOTICE PUBLICATION ZBA 11-14 VACATING PORTION OF MARTENS ST FILIPPELLI SOUNDWERKS ANNEXATION Check Total: | 52.80 47.20 79.20 86.40 265.60 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 81 09-01-59000 10-12-53170 10-12-53170 | ACH Enabled: No |
| Vendor:3482 470311 | SUPERIOR ROAD STRIPING, INC. PAVEMENT MARKING Check Total: | 3,595.15 | 10/21/2011 | Check Sequence: 82 10-90-62600 | ACH Enabled: No |
| Vendor:4670 09162011 | SuperValu/Albertsons POP AND COFFEE Check Total: | 230.26 | 10/21/2011 | Check Sequence: 83 10-01-59000 | ACH Enabled: No |
| Vendor:1317 1315590436 | THE BETTY MILLS CO GELSAN HAND SANITIZER REFILLS | 187.09 | 187.09 10/21/2011 | Check Sequence: 84 10-13-52200 | ACH Enabled: No |

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| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|---|--|---|-----------------|
| | Check Total: | 187.09 | | | |
| Vendor:1505 09302011 | THE JORDAN GROUP SEPT PUBLIC AFFAIRS,MKT,PUB RELATIONS Check Total: | 5,000.00 | 10/21/2011 | Check Sequence: 85 10-01-51885 | ACH Enabled: No |
| Vendor:5423 13965 | THIRD MILLENNIUM VEHIC.STICKER SOFTWARE ANNUAL MAINT FEE Check Total: | EE 995.00 995.00 | 10/21/2011 | Check Sequence: 86 10-90-62325 | ACH Enabled: No |
| Vendor:2079 70527 70528 70529 70579 | Traffic Control & Protection RR CROSSING SIGNS HIP SIGNS STREET SIGNS RR CROSSING SIGNS Check Total: | 482.20 146.66 76.20 743.40 1,448.46 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 87 10-90-62610 10-90-62610 10-90-62610 | ACH Enabled: No |
| Vendor:4944 09152011 | Primo Troglia 11BP1009 PROCESSING FEE REFUND Check Total: | 50.00 | 10/21/2011 | Cjleck Sequence: 88 10-13-71000 | ACH Enabled: No |
| Vendor:5041 40056133 | ULINE SHIPPING WHITE LABEL & 3MIL POLYTUBING Check Total: | 133.34 | 10/21/2011 | Check Sequence: 89 10-20-80570 | ACH Enabled: No |
| Vendor:5594 24886 | UNITED LABORATORIES ICE/FROST MELTER & DEODERANTS Check Total: | 3,754.93 | 10/21/2011 | Check Sequence: 90 35-01-63070 | ACH Enabled: No |
| Vendor:3555 62414 62424 62433 62445 62448 62449 62455 62475 | VCG UNIFORM LARGE POLOS AND INSIGNIAS BREHM LARGE POLOS FOR VONESH LG POLO/JACKET & FLAG FOR JOHNSON BRAID,CROSSES, BUTTONS (OLSON) BUTTONS, CROSSES, BRAID HAMILTON LARGE POLOS & INSIGNIAS LARGE POLO VONESH POLOS/INSIGNIAS FOR HORN | 77.50 68.50 190.00 77.00 77.00 77.50 34.25 34.25 | 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 10/21/2011 | Check Sequence: 91 10-30-40806 10-30-40806 10-30-40806 10-30-40806 10-30-40806 10-30-40806 10-30-40806 | ACH Enabled: No |

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AP - Computer Check Proof List (10/13/2011 - 1:01 PM)

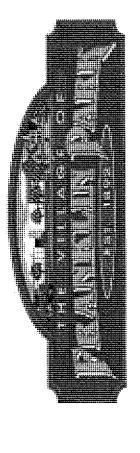
| Invoice No | Description | Amount | Payment Date | Acet Number | Reference |
|---------------------------------------|---|------------------------------|--------------|--|-----------------|
| | Check Total: | 834.25 | | | |
| Vendor:0199 151291 | Volimar Clay Products Co. SPACER RINGS Check Total: | 889.50 | 10/21/2011 | Check Sequence: 92 35-01-63070 | ACH Enabled: No |
| Vendor:1299 0000917453 | W.S. DARLEY & COMPANY HOSE LDH WITH COUPLINGS Check Total: | 3,555.00 | 10/21/2011 | Check Sequence: 93 10-30-62010 | ACH Enabled: No |
| Vendor:2514 09302011 | WASTE& RECYCLING NEWS SUBSCRIPTION Check Total: | 54.00 | 10/21/2011 | Check Sequence: 94 35-01-59000 | ACH Enabled: No |
| Vendor:0789 56428 | Wemick Key & Lock Service 3 KEYS FOR 882 Check Total: | 10.50 | 10/21/2011 | Check Sequence: 95 08-01-50020 | ACH Enabled: No |
| Vendor:1133 100 | WHE DISTRIBUTION, WHITE HOUSE SWEEPER SRV.CHECK Check Total: | 332.50 332.50 | 10/21/2011 | Check Sequence: 96 09-01-50100 | ACH Enabled: No |
| Vendor:5318 000188280 | WHOLESALE DIRECT 50 WATT BULBS Check Total: | 89.99 | 10/21/2011 | Check Sequence: 97 08-01-50030 | ACH Enabled: No |
| Vendor:0722 54039 54040 | Winkler's Tree Service Inc GRAND & EDGINGTON REMOVE ELM 9127 GRAND REMOVE ELK ON OAK ST Check Total: | 725.00 675.00 1,400.00 | 10/21/2011 | Check Sequence: 98 10-90-62600 10-90-62600 | ACH Enabled: No |
| Vendor:0207 1266077-1 1267102-1 | ZENGER'S INDUSTRIAL SCREW EXTRACTORS HANDLES, SLEDGEHAMMER, PADLOCK Check Total: | 84.55 141.14 225.69 | 10/21/2011 | Check Sequence: 99 35-01-62590 10-90-62590 | ACH Enabled: No |
| Vendor:0209 213820-000 | Ziebell Water Service Pdts. HYDRANT REDUCER & COPPER TUBING | 709.00 | 10/21/2011 | Check Sequence: 100 34-01-62860 | ACH Enabled: No |

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| | Check Total: | 709.00 | | | |
| Vendor:4019 1831718 | Zoll Medical Coporation PEDI PADZ SOLID GEL ELECTRODES Check Total: | 176.00 | 176.00 10/21/2011 176.00 | Check Sequence: 101 10-30-82080 | ACH Enabled: No |
| | Total for Check Run: Total Number of Checks: | 273,105.37 101 | | | |

Accounts Payable Manual Check Proof List

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| Invoice No | Amount Payment Da | Payment Date Description | Check Number | Date | Acct Number | Reference |
|---|---|--------------------------|--|------------|-------------|-----------|
| | | | THE PROPERTY OF THE PROPERTY O | | | |
| Vendor: 1902 | THOMASGOLS | | 301207 | 1006/90/01 | _ | |
| 301297 Total for Check Total for 1902 | 255.00 10/13/2011 255.00 255.00 | FOR SRVCS R | FOR SRVCS RENDERED 9/24-10/6/11 | 5 | 10-01-67590 | |
| Vendor: 1924 | PTL LANDSCAPING | | 301208 | 10/12/001 | - | |
| 3254 | 572.00 10/13/2011 | GRASS CUTTI | GRASS CUTTING FEES-FORECLOSED | SED | 10-13-53000 | |
| Total for Check Total for 1924 | 572.00 572.00 | HOMES | | | | |
| Vendor: 4235 | PITNEY BOWES GLOBAL FIN.SRVCS. | L FIN.SRVCS. | 301200 | 10/13/2011 | - | |
| 1842097-SP11 Total for Check Total for 4235 | 1,098.00 10/13/2011 1,098.00 1,098.00 | LEASING CHARGES | | 07/01/01 | 10-01-50930 | |
| Total Checks: | 1,925.00 | | | | | |

THE VILLAGE OF FRANKLIN PARK

COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1112-R-

A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2011-2012 SNOW REMOVAL PROGRAM FOR ELDERLY AND DISABLED RESIDENTS

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 ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2011-2012 SNOW REMOVAL PROGRAM FOR ELDERLY AND DISABLED RESIDENTS

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 President and Board of Trustees of the Village of Franklin Park (the "Corporate Authorities") have determined that a significant public interest is served by establishing a program to provide snow removal services to residents that are elderly, disabled or stricken with a severe health condition and have no one else within their household to perform such task (the "Program"); and

WHEREAS, it is the desire of the Corporate Authorities to implement the Program and promulgate general guidelines and establish certain procedures for the fair and effective implementation of the Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

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

Section 2. The Corporate Authorities hereby authorize the Program and approve the criteria enumerated in Exhibit A to create and implement the Program, with such necessary changes as

authorized by the Village President and Director of the Health Department to effectively operate the Program.

Section 3. The Director of the Health Department is hereby further authorized to obtain proposals and prepare such necessary agreements to contract for snow removal, in accordance with the Program criteria herein contemplated, and present same to the Board of Trustees for final approval.

Section 4. The officers and employees of the Village are hereby authorized and directed to take any and all such action as is required to enact the Program and carry out its intent and purpose.

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

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

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

(Intentionally Left Blank)

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 Presiden | nt 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

Program Guidelines

VILLAGE OF FRANKLIN PARK 2011-2012 SNOW REMOVAL PROGRAM APPLICATION

| | Name | | | | |
|--------------------------------|---|--|--|---|--|
| | Street Addres | s | | | |
| | Phone | | | | |
| Reason | for Application | on (please check all that | apply) | | |
| | | of age or older and hav 000.00 per year; or | e no household m | ember able to sh | ovel my snow and make |
| | | ge 65, disabled and have n \$55,000.00 per year; ar | | old member able | to shovel my snow and |
| | | ed a note from my doctor person living in my hou | | sability or health | condition; or |
| | _Note from doc | ctor already on file from p | previous program | year. | |
| Please | list ALL house | hold member(s) and the | eir birthdays – <u>in</u> | cluding you! | |
| | Household M | <u>Iember Name</u> | <u>Bir</u> | th Date | |
| | | | | | |
| | | | | | |
| My dri | veway is (pleas | se check one) | | | |
| | Cement | Gravel | Asphalt | Grass | between drive paths |
| L | ist any <u>specific</u> | <u>c hazards</u> that we should | d be aware of (i.e. | awnings, fence, | sprinkler system) |
| | | | | | |
| | | | | | |
| <u>Service</u> [] [] [] [] | Snowplow the Shovel/snow Shovel/snow | ek all those you would lied driveway (\$15.00 per publow a path from the house to blow the public sidewalk | low) se to the driveway o alley (\$15.00 per | removal) | , |
| harmles snow r employ | ss for any dama emoval progra ees and contra directly or inc | ge to property or other li m. The resident(s) here ctors harmless for any i | ability which arise eby release and njuries or liabiliti | es directly or indi- hold the Village es sustained by | aployees and contractors rectly from the Village's e, its officers, officials, the resident(s) or others ce from the resident(s)'s |
| Signatur | re | | Date | | |

VILLAGE OF FRANKLIN PARK 2011-2012 SNOW REMOVAL PROGRAM GUIDELINES

QUALIFICATONS

- 1. Resident(s) must be 65 years or older or disabled, handicapped and/or have a severe health problem and there is no one else in the household that can shovel the snow.
- 2. Each household resident must obtain a medical verification note from their physician stating that they are unable to shovel the snow. This will stay on file at the Village Hall.
- 3. Each household, regardless of age, disability, handicap or medical condition of any individual resident in the same household must demonstrate a combined income of \$55,000.00 or less to participate in the Program. Every qualifying household must provide proof of income documentation, as determined acceptable by the Health & Human Resources Department.

GUIDELINES AND TERMS

An application must be completed and signed on an annual basis, to enroll in the program. The application is to be mailed or brought to the Village Hall, 9500 Belmont, Attn: Health & Human Resources Department.

- 1. The Health Department will review the application and accompanying documentation and determine if the applicant qualifies for the program. If the applicant qualifies for the Program, the application will be forwarded to the Streets Division of the Utility Department. The Streets Division may complete a pre-inspection of your property.
- 2. The following services are being done by an independent contractor hired by the Village. Snow plowing of driveways & shoveling of sidewalks will occur after 2 inches of snow have fallen. If you choose only to have the sidewalks shoveled, they will be shoveled after 2 inches of snow have fallen, and the plowing of all driveways has been completed. The Street Department Supervisor will determine when the contractor is to be called to begin the plowing of driveways. The resident shall pay the following for the services requested:
 - ➤ Snowplow the driveway. (\$15.00 per plow)
 - ➤ Shovel/snow blow a path from the house to the street or the driveway. (\$15.00 per removal)
 - ➤ Shovel/snow blow the public sidewalk in front of your home (If it is a corner lot there will be an additional charge.) (\$15.00 per removal, \$25.00 corner lot)

The snow removal program does not include the spreading of salt or other snow / ice melting chemical.

*The above amounts may be changed without notice

- 3. A monthly bill will be sent to you from the Health Department office. (Note: if snow is removed more than once during the same snowfall because it is excessive, the resident will be charged for each removal.)
- 4. The resident(s) may withdraw from the Program by providing the Health Department with a written notice. Such notice shall include a specific withdrawal date, which shall not be less than seven (7) days from the date the notice is received by the Village. The resident(s) shall pay the Village any services rendered prior to withdrawal date. The Village may eliminate the Program at any time without notice.
- 5. The Village may terminate, suspend or close the enrollment period for the Program at anytime.
- 6. The Village may limit the number of participants in the Program. In such case, space in the Program will be filled on a first come, first serve basis.
- 7. As part of the Program, the Village, at anytime may require the resident(s) to complete and sign additional forms.
- 8. The Village requires the resident(s) to call the Health Department promptly after each snow removal. This will alleviate any discrepancies between resident & contractor for billing purposes. (see enclosed paper)
- 9. Being a participant of the snow removal program we request that <u>no one but the contractor is to remove snow.</u> This will alleviate any confusion for billing purposes. Failure to comply may be cause for removal from the Program.

I have read the guidelines and terms and understand and agree to the guidelines and terms of the Program

| (name) | | | |
|-----------|-------|--|--|
| (address) | | | |
| (date) | - | | |

THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-VC-

AN ORDINANCE AMENDING CHAPTER SIX OF TITLE SIX OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (STOP INTERSECTIONS ON MARTENS STREET)

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 CHAPTER SIX OF TITLE SIX OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (STOP INTERSECTIONS ON MARTENS STREET)

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

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

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

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

Section 2. Section 6-6B-2 ("Stop Intersections Designated") of Article B ("Stop Intersections") of Chapter 6 ("Traffic Schedules") of Title 6 ("Motor Vehicles and Traffic") of the Village Code of Franklin Park is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

Stop Intersections: Street: Traffic Stop For:

Martens Street Schiller Boulevard

Martens Street Chestnut

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of 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. | | | | | | |

| TOTAL | | | | | |
|--------------------------------|---------------|--------------|-----------------|-------------|-----------------|
| APPROVED by the Pro | esident of th | ne Village o | of Franklin Par | k, Cook Cou | nty, Illinois o |
| this day of October 2011 | | | | | |
| | | | | | |
| | | BARRET | Γ F. PEDERSE | N | |
| | | | PRESIDENT | 111 | |
| ATTEST: | | | | | |
| TOMMY THOMSON VILLAGE CLERK | | _ | | | |

THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-

AN ORDINANCE AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, FRANKLIN PARK LODGE NUMBER 47

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

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

ORDINANCE NUMBER 1112-G-

AN ORDINANCE AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, FRANKLIN PARK LODGE NUMBER 47

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

Section 2. The Agreement by and between the Village of Franklin Park, Cook County, Illinois and the Illinois Fraternal Order of Police Labor Council, Franklin Park Lodge Number 47, covering the period from May 1, 2011 through April 30, 2014 (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, provided the Agreement was duly ratified and approved by the membership of the Illinois Fraternal Order of Police Labor Council, Franklin Park Lodge Number 47, and with such necessary revisions, if any, as determined by the Village Attorney and as subsequently authorized by the Village President, said changes being approved by execution and delivery of such Agreement by the Village President.

Section 3. The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described, subject to the prior execution of the Agreement by the members of the Illinois Fraternal Order of Police Labor Council, Franklin Park Lodge Number 47.

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

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

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

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

Section 8. This Ordinance shall be in full force and effect 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. | | | | | | |

| TOTAL | | | | | |
|--------------------------------|---------------|--------------|------------------|-------------|-----------------|
| APPROVED by the Pr | esident of th | ne Village o | of Franklin Parl | k, Cook Cou | nty, Illinois o |
| this day of October 2011 | | | | | |
| | | | | | |
| | | BARRET | Γ F. PEDERSE | N | |
| | | VILLAGE | PRESIDENT | | |
| ATTEST: | | | | | |
| | | | | | |
| TOMMY THOMSON VILLAGE CLERK | | _ | | | |
| | | | | | |

THE VILLAGE OF FRANKLIN PARK

COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-__

AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN SURPLUS PROPERTY OWNED BY THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AND AUTHORIZING THE DONATION OF SAID PROPERTY TO THE HOOSIER VALLEY RAILROAD MUSEUM (100 FEET OF OLD RAILROAD TRACK)

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

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

ORDINANCE NUMBER 1112-G-

AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN SURPLUS PROPERTY OWNED BY THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AND AUTHORIZING THE DONATION OF SAID PROPERTY TO THE HOOSIER VALLEY RAILROAD MUSEUM (100 FEET OF OLD RAILROAD TRACK)

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

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

WHEREAS, the Village has identified Village owned personal property consisting of one-hundred (100) feet of old railroad track that is no longer used or required by the Village, said property being identified and described on <u>Exhibit A</u> (the "Surplus Property"), a copy of which is attached hereto and made a part hereof; and

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

WHEREAS, the Hoosier Valley Railroad Museum, Incorporated, 507 Mulberry Street, North Judson, Indiana (the "*Museum*") has expressed an interest in the Surplus Property in order to display railroad engines and cars; and

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

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

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

Section 2. The Corporate Authorities find that the Surplus Property is no longer necessary or useful to the Village and authorize the donation of the Surplus Property, as identified and described on Exhibit A, to the Museum; and, further approve the Indemnification Agreement and General Release, a copy of which is attached hereto and made a part hereof as Exhibit B, and authorize the execution thereof by the Village President.

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of 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 Pr | esident of the | Village of | Franklin Park, (| Cook County | , Illinois on thi |
| day of October 2011. | | | | | |
| | | | | | |
| | | | | | |

| day of October 2011. | | |
|----------------------|--|--|
| | | |
| | DARRETT E REDERGENI | |
| | BARRETT F. PEDERSEN VILLAGE PRESIDENT | |
| ATTEST: | | |
| ATTEST. | | |
| TOMMY THOMSON | | |
| VILLAGE CLERK | | |

Exhibit A

Surplus Property

100 feet of old railroad track

Exhibit B

Indemnification Agreement and General Release

INDEMNIFICATION AGREEMENT AND GENERAL RELEASE

This Indemnification Agreement and General Release (the "Agreement") is made this _____ day of October 2011, by and between the Village of Franklin Park (the "Village") and the Hoosier Valley Railroad Museum, Incorporated, 507 Mulberry Street, North Judson, Indiana (the "Museum"), for the donation, disposition and removal of certain property, as identified and described on Exhibit A, a copy of which is attached hereto and made a part hereof (the "Property"), from the Village to the Museum.

WHEREAS, the Village has determined that the Property is no longer of use to the Village and the Museum has a need for the Property and has agreed that the Property is to be used for display purposes at the Museum and that the removal of the Property shall be at the sole cost and expense of the Museum.

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

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

- 1. The Village, as and for Ten Dollars and No/100 (\$10.00) as consideration for the Property, conveys all right and title to the Property to the Museum.
- 2. The Museum agrees to pay as consideration for the Property, a total of Ten Dollars and No/100 (\$10.00), and warrants and agrees to accept and acquire the Property in its "as is" condition and "with all known and unknown faults" and with no representation or warranties as to its usefulness or functionality whatsoever.
- 3. The Museum warrants and agrees to indemnify, release and hold harmless the Village and its officers, officials, employees, agents and consultants, from and against any and all liabilities or causes of action or from any claim, damage or injury resulting from the Property or any use of the Property or the removal or transport of the Property. This indemnification includes providing legal defense and cost for any action against the Village or parties.
- 4. The Museum further warrants and agrees to indemnify, release and hold the harmless the Village and knowingly agrees to cause the discharge of any and all claims for injuries, damage, loss or medical expenses which may occur or arise as a result of any individual employed, hired by, associated with or volunteering for the Museum that said individual may sustain by entering property owned by the Village in order to inspect, acquire, remove or transport the Property and the Museum agrees to reimburse the Village for any such liability or cost that may incur as a result. This indemnification includes providing legal defense and cost for any action against the Village.

- 5. The Museum warrants and agrees that the Property is only to be used for display purposes at the Museum.
- 6. 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.
- 7. 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.
- 8. This Agreement may be executed in two 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. The parties represent and are fully authorized by their respective governing boards to execute and bind their respective party and accept the Property in accordance with the terms and conditions herein provided. If any term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

(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.

| AGREED: | AGREED: |
|--|---|
| Village of Franklin Park, Illinois | Hoosier Valley Railroad Museum, Incorporated |
| By:Barrett Pedersen, Village President | By: |
| ATTEST: | ATTEST: |
| By: Tommy Thomson, Village Clerk | By: |
| | Its: |

Exhibit A

Property

100 feet of old railroad track

THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AUTHORIZING AND APPROVING AN ANNEXATION AGREEMENT FOR THE PROPERTY COMMONLY KNOWN AS 10745 WEST GRAND AVENUE

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 OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AUTHORIZING AND APPROVING AN ANNEXATION AGREEMENT FOR PROPERTY COMMONLY KNOWN AS 10745 WEST GRAND AVENUE

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

WHEREAS, it is in the best interests of the Village of Franklin Park that a certain Annexation Agreement pertaining to the property commonly known as 10745 West Grand Avenue be entered into, a copy of said Annexation Agreement being attached hereto and made a part hereof, as Exhibit A; and

WHEREAS, the legal owner of record of the territory that is the subject of the Annexation Agreement is ready, willing, and able to enter into that Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in the Illinois Municipal Code pertaining to annexation agreements have been complied with as well as those authorized under 65 ILCS 5/8-1-2.5 for the attraction and promotion of economic development within the Village.

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

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

Section 2. The Annexation Agreement by and between the owner of the property located at 10745 West Grand Avenue and the Village of Franklin Park, Cook County, Illinois (the "Agreement"), a copy of which is attached hereto and made a part hereof as <u>Exhibit A</u>, is hereby approved substantially in the form presented to this Village Board, with such necessary substantive changes recommended by the Village Attorney, and as may be authorized and approved by the Village President.

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

Section 4. The 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 and 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 Pro | esident of th | ne Village (| of Franklin Par | k, Cook Cou | nty, Illinois on |
| this day of October 2011 | - | | | | |

| APPROVED by the Pres | sident of the Village of Franklin Park, Cook County, Illi |
|-----------------------------|---|
| this day of October 2011. | |
| | |
| | |
| | BARRETT F. PEDERSEN |
| | VILLAGE PRESIDENT |
| ATTEST: | |
| | |
| TOMMY THOMSON | |
| VILLAGE CLERK | |

Exhibit A

Agreement

ANNEXATION AGREEMENT

THIS AGREEMENT, is dated as of the _____ day of October, 2011, and is by and between the owner of the property located 10745 West Grand Avenue (the "Owner"), and the Village of Franklin Park, Cook County, Illinois (the "Village"), a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois by and through its President and Board of Trustees (collectively the "Corporate Authorities"). The Owner and Village shall collectively be known as the "Parties."

WITNESSETH

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 Owner is the owner of record of the real property located at 10745 West Grand Avenue in unincorporated Cook County, commonly known as Soundwerks (the "*Property*"). The Property is legally described on <u>Exhibit A</u> which is attached hereto and made a part hereof to this Agreement; and

WHEREAS, the Property has not been annexed to any municipality; and

WHEREAS, the Owner is not aware of any electors residing on the property; and

WHEREAS, the Property, as shown on the Plat of Annexation is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the Property constitutes territory that is contiguous to and may be annexed to the Village, as provided under §7-1-1, *et seq.*, of the Illinois Municipal Code (65 ILCS 5/7-1-1, *et seq.*); and

WHEREAS, the Owner desires to have the Property annexed to the Village on the terms and conditions provided herein; and

WHEREAS, pursuant to the 65 ILCS 5/11-15.1-1, *et seq.*, following proper notice on September 29, 2011, a public hearing was held on October 17, 2011, before the Corporate Authorities for the Village to consider a proposed Annexation Agreement in substance and form the same as this Agreement, all as provided by statute and the ordinances of the Village; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Property to the Village would further the orderly growth of the Village, enable the Village to control the development of the Property, and serve the best interests of the Village; and

WHEREAS, any fire protection district, library district, township and other entity or person entitled to notice prior to annexation of the Property to the Village have been given notice thereof by the Village, as required by law.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth herein, the Parties hereto hereby agree as follows:

Section 1. Incorporation of Recitals. That the above recitals and preambles 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. Statutory Authority. The Parties hereby enter into this Agreement pursuant to and in accordance with the provision of 65 ILCS 5/11-15.1-1, *et seq.*, and the Village Code.

Section 3. Annexation.

(a) The Owner has filed with the Village Clerk a Petition for Annexation (the "Petition") for the Property to the Village Franklin Park, Illinois, conditioned on the terms and provisions of this Agreement, which Petition has been prepared, executed, and filed in accordance with 65 ILCS 5/7-1-8, and the ordinances and

other requirements of the Village. A copy of said Petition is attached hereto and made a part hereof as <u>Exhibit C</u>.

(b) The Owner has filed with the Village Clerk a preliminary Plat of Annexation (the "*Plat of Annexation*"), which contains an accurate map of the Property, which Plat of Annexation is attached hereto and made a part hereof as <u>Exhibit B</u>.

(c) The Corporate Authorities shall enact an ordinance annexing the Property to the Village (the "Annexation Ordinance"), which Annexation Ordinance shall attach a Plat of Annexation in form and substance as attached hereto and made a part hereof as <u>Exhibit D</u> and shall be effective immediately upon its passage.

Section 4. Rezoning. Immediately upon passage of the Annexation Ordinance, the Village and Owner shall do the following:

The Owner shall submit a zoning application requesting the classification of the Property as C-2 Community Shopping District and the vacant lot as R-2 Single-Family Residence under the provisions of the Village's Zoning Ordinance. It is understood and agreed that the existing use on the property of an Automobile Accessory Store is the current use on the property and that such use will require a conditional use pursuant to the Village Code for an Automobile Accessory Store (including servicing of vehicles and installation of products), if required. Any other use of the Property requires approval by the Village in its sole discretion. The Parties agree to work together in good faith to achieve such zoning classifications and to permit the existing use on the Property to remain.

Section 5. RESERVED.

Section 6. RESERVED.

Section 7. RESERVED.

Section 8. Dedication of Improvements. The Owner shall grant to the Village nonexclusive utility easements ("Easement") for maintenance and repair of any utilities which are constructed and which may be constructed on the Property in the future including but not limited to, water, sewer and sanitary lines and dedicated to the Village. The easements shall be no less than ten (10) feet in width. For the purposes of this section, underground utilities shall include ground-level facilities and above-ground-level facilities of a height not greater than three (3) feet associated with said utilities, including by way of example manholes and hydrants.

Section 9. Building Permits.

- (a) Within thirty (30) days after receipt of an application by Owner for a building permit for construction of any building, improvements of buildings, or other improvements on the Property, the Village shall (1) issue a permit authorizing such construction; (2) issue a permit authorizing such construction subject to satisfaction of special conditions consistent with the terms of this Agreement; or (3) issue a letter of denial of such permit specifying the basis of said denial by reference to the provisions of the Village's Building Code applied in accordance with this Agreement, which the subject construction allegedly would violate. If the Village conditionally approves such a permit, the Village shall issue the permit within five (5) working days after satisfaction by the Owner of the specified conditions.
- (b) Any stop order issued by the Village directing work stoppage on any building or other improvement on the Property shall specify the section of the Village's Building Code allegedly violated by the Owner and shall give the Owner thirty (30) days in which to cure or diligently commence cure if such violation. Upon correction of any such violation, work on any improvement subject to a stop order may recommence.

Section 10. RESERVED.

Section 11. Special Conditions.

- Real Estate Tax or Sales Tax Abatement. The Village shall reimburse to the (a) Owner the Village portion of the property tax revenue, or half (.50) of one percent of the Village portion of sales tax revenue, received by the Village from the Property, or any business conducted thereon, whichever is greater. Reimbursement of real estate tax, sales tax or any combination thereof shall be in effect for five (5) years (January 1, 2012 through December 31, 2016) or up to a maximum of \$200,000, whichever comes first. The parties agree to renegotiate this issue in the event that the State Legislature modifies the sales tax collection and distribution laws to prohibit any such reimbursement. The Village agrees to reimburse the Owner by delivering said payment to the Owner no later than three (3) months after the Village receives its portion of the applicable property tax revenue or sales tax revenue, provided the Owner takes all necessary and appropriate steps required by Village to document same. Reimbursement herein contemplated shall be calculated and determined from those sources of revenue imposed and received after January 1, 2012.
- (b) Waiver of Fees. The Village shall waive any applicable annexation fees. The Village shall also waive any applicable zoning fees in order to initially classify the Property upon its annexation. The Village shall waive building fees to correct

any code violations or to undertake improvements to the current business use on the commercial zoned portion of the Property for a one (1) year period.

Section 12. Real Estate Tax Payments.

- (a) The Village shall deduct from the abatement set forth in Section 11, payments due to the Leyden Fire Protection District, on or before December 31 of each year, for a period of 5 years after the effective date of the disconnection, in an amount as follows:
 - (1) In the first year after the disconnection, an amount equal to the real estate tax collected on the Property in the disconnected territory by the Leyden Fire Protection District in the tax year immediately preceding the year in which the disconnection took effect.
 - (2) In the second year after the disconnection, an amount equal to 80% of the real estate tax collected on the Property in the disconnected territory by the Leyden Fire Protection District in the tax year immediately preceding the year in which the disconnection took effect.
 - (3) In the third year after the disconnection, an amount equal to 60% of the real estate tax collected on the Property in the disconnected territory by the Leyden Fire Protection District in the tax year immediately preceding the year in which the disconnection took effect.
 - (4) In the fourth year after the disconnection, an amount equal to 40% of the real estate tax collected on the Property in the disconnected territory by the Leyden Fire Protection District in the tax year immediately preceding the year in which the disconnection took effect.
 - (5) In the fifth year after the disconnection, an amount equal to 20% of the real estate tax collected on the Property in the disconnected territory by the Leyden Fire Protection District in the tax year immediately preceding the year in which the disconnection took effect.
- (b) In the event a payment is due to the Leyden Fire Protection District and the abatement in Section 11 is paid in full, the Owner shall pay Village the amount due in accordance with subsection (a) above.

Section 13. Applicable Codes and Ordinances. With regard to this Agreement, the ordinances to be enacted and adopted by the Village as provided herein and as applied to the Property shall not be changed, modified or amended in any manner as applied to the Property without the mutual consent of the Parties hereto, and shall be effective for the term of this

Agreement. Owner agrees that it and its successors shall be bound by any and all codes, regulations and ordinances of the Village, as from time to time supplemented and amended. Any provisions or requirements of this Agreement or the ordinances and resolutions enacted by the Village pursuant to this Agreement shall overrule, repeal and invalidate any inconsistent or contradicting provision of any other Village ordinance, resolution, agreement, policy or requirement.

Section 14. Term of Agreement. This Agreement shall be binding for a term of five (5) years, commencing as of the date first above written and expiring on December 31, 2016, and for such further terms as may hereinafter be authorized by statute and agreed to by the Parties pursuant to an amendment to this Agreement. The expiration of the term of this Agreement shall not affect the continuing validity of the annexation, zoning or subdivision of the Property pursuant to this Agreement, or any other ordinance enacted by the Village pursuant to this Agreement. Nothing in this Agreement shall be construed to require the Owner, or any successor or subsequent owner of the Property, to continue operating the current business or any other business on the Property during the term of this Agreement or thereafter; nor shall any cessation of business on the Property by the Owner, be deemed a breach of this Agreement.

Section 15. Recording. Within thirty (30) days after the execution hereof, this Agreement shall be recorded at the sole cost and expense of the Village in the Office of the Recorder of Cook County, Illinois.

Section 16. Default. Any Party may by civil action, mandamus, injunction or other proceeding, enforce and compel performance of this Agreement. Before any such action is taken, the Party claiming a default shall notify, in writing, the Party alleged to be in breach and specify the alleged breach and demand performance. Absent an emergency situation, no lawsuit

or claim may be filed until thirty (30) days after demand for performance has been made to the alleged breaching Party.

Section 17. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any Party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No waiver by either Party shall be valid or binding on such Party unless it has been consented to in writing.

Section 18. Cumulative Remedies. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole discretion of either Party and may be exercised as often as occasion therefore shall arise.

Section 19. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the event legal proceedings of any kind arise in connection with this Agreement, the Parties expressly agree to submit to the jurisdiction of the Circuit Court of Cook County, Illinois for all purposes and intents.

Section 20. Disconnection. The Owner covenants and agrees to waive any and all rights to disconnect the Property from the corporate boundary of the Village, as such right is provided in accordance with the Illinois Municipal Code (65 ILCS 5/7-3-4). Notwithstanding the

foregoing, the Owner shall reserve the right to seek disconnection if a court of competent jurisdiction finds that the Village has materially breached this Agreement.

Section 21. Time is of the Essence. It is understood by the Parties hereto that time is of the essence of this Agreement.

Section 22. Successors and Assigns. This Agreement shall be binding upon Owner's successors and assigns in title to the Property, and their respective successors, grantees, lessees and assigns, and upon successor corporate authorities of the Village, and its successor municipalities. If any portion of the Property is sold, the seller thereof shall be deemed to have assigned to the purchaser thereof any and all rights and obligations the seller may have under this Agreement that affect the portion of the Property sold, and thereafter the seller thereof shall have no further obligations under this Agreement as it relates to the portion of the Property sold.

Section 23. Language and Paragraph Headings. Any headings of this Agreement are for convenience of reference only and do not modify, define, or limit the provisions thereof and are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement.

Section 24. Entire Agreement. This Agreement and the exhibits hereto set forth all the promises, inducements, agreements, conditions and understandings of the Parties, and there are no promises, inducements, agreements, conditions and understandings, oral or written, express or implied, between the Parties other than as set forth in this Agreement and the exhibits attached hereto.

Section 25. Authority to Execute. The Village hereby warrants and represents that the

persons executing this Agreement on its behalf have been properly authorized to do so by the

corporate authorities of the Village. The Owner hereby warrants and represents to the Village

that the persons executing this Agreement are hereby authorized to do so on its behalf.

Section 26. Severability. In the event any portion of this Agreement or part thereof

shall be deemed invalid, such provision shall be deemed excised therefrom and the invalidity of

said provision or part thereof shall not affect the validity of any other provisions in this

Agreement.

Section 27. Amendment. The Parties agree that this Agreement and any exhibits

attached hereto, except as otherwise provided herein, may be amended only by the mutual

consent of the Parties by adoption of an ordinance of the Village approving said amendment as

provided by law and by the execution of said amendment by the Parties or their successors in

interest.

Section 28. Notices. Unless stated otherwise elsewhere herein, any notice required or

permitted under this Agreement shall be in writing and shall be deemed given when mailed by

registered or certified mail:

If to the Owners:

Guy Filippelli, Sr.

601 Diana Court

Bensenville, Illinois 60106

If to the Village:

Village President

Village of Franklin Park

9500 West Belmont Avenue Franklin Park, Illinois 60131

Section 29. Counterparts. This Agreement may be executed in counterparts, each of

which shall be deemed an original, but all of which shall constitute one agreement.

9

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date on the first page of this Agreement.

| Villaga Duagidant | | _ |
|--|-------------|------------------|
| Village President | | |
| | | ATTEST: |
| | By: | VIII CL I |
| | | Village Clerk |
| OWNER(S): Guy Filippelli, as Trustee under the Guy Filippelli Declarat Dated October 22, 2001 | tion of Tru | st |
| | | _ |
| | | |
| | | <u> </u> |
| | | WITNESS/ ATTEST: |

Exhibit A

Legal Description

That part of the West 330 feet of the Southwest ¼ of the Northeast ¼ of Section 29, Township 40 North, Range 12 East of the Third Principal Meridian described as follows: commencing at the intersection of the Center line of Grand Avenue with the East line of Landen Drive thence Westerly along said Centerline of Grand Avenue to the intersection with the East line of the West 233 feet of the West 330 feet of said Southwest ¼ of the Northeast ¼ of Section 29 aforesaid, thence Southerly along said East line of the intersection with the North line of the South 360 feet of said Southwest ¼ of the Northeast ¼ aforesaid, thence Westerly along said North line to the intersection of the West line of the East 165 feet of the West 330 feet of said Southwest ¼ of the Northeast ¼ aforesaid, thence Southerly along said West line of the East 165 feet aforesaid to the intersection with the South line of the North 50 feet of the South 360 feet of said Southwest ¼ of the Northeast 1/4, thence Easterly along said South line to the intersection with the East line of Landen Drive aforesaid, thence Northerly along said East line to the aforesaid Center line of Grand Avenue all in Cook County, Illinois.

Permanent Index Numbers for the subject property are: 12-29-204-045-0000

12-29-204-017-0000

Exhibit B

Plat of Annexation

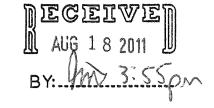
$\underline{Exhibit\ C}$

Petition

Exhibit D

Annexation Ordinance

PETITION FOR ANNEXATION TO THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS



To: The Village President and Board of Trustees
Village of Franklin Park, Cook County, Illinois
c/o Village Clerk Tommy Thomson
Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

This Petition is made by Guy Filippelli, as Trustee under The Guy Filippelli Declaration of Trust dated October 22, 2001, together with such other interested parties (hereinafter, "Petitioner"), as the owner(s) of all of the property described and depicted in <u>Exhibit A</u> and <u>Exhibit B</u> of this Petition. Petitioner on oath states, as follows:

- 1. The subject property of this Petition is a tract(s) of real estate in unincorporated Cook County, Illinois, commonly known as 10745 Grand Avenue (the "Property"). The Property is legally described in Exhibit A, a copy of which is attached hereto and made a part hereof. The location of the Property is depicted on the copy of the Sidwell and map in Exhibit B, a copy of which is attached hereto and made a part hereof.
- 2. The Petitioner is the sole owner of record of the Property, is authorized to execute this Petition and this Petition is executed by all of the owner(s) or beneficiaries of record of the Property.
- 3. No part of the Property is within the corporate limits of any municipality.
- 4. The Property is contiguous to the Village of Franklin Park (the "Village").
- 5. No electors reside on the Property or, in the alternative; at least fifty-one percent (51%) of the electors residing on the Property have executed this Petition.
- 6. Petitioner desires that the Property be annexed to the Village.
- 7. All statements of fact in this Petition are, to the best of the Petitioner's knowledge and information, true.
- 8. This Petition shall be in full force and effect from and after the date hereof and until the Property is annexed to the Village in agreement with the appropriate statutes.

PETITIONER HEREBY REQUESTS:

- A. That the Property be annexed to the Village by an ordinance duly adopted by the President and Board of Trustees of the Village pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-1, et seq., (the "Act") as from time to time supplemented and amended.
- B. That the Village give notice to the Leyden Township Highway Commissioner, any affected fire protection district and any affected public library district prior to taking action to annex the Property, in accordance with the Act.
- C. That the Village Clerk cause a copy of the ordinance annexing the Property and the accompanying plat of annexation to be duly recorded with the Cook County Recorder, and duly filed with the Cook County Clerk.
- D. That the Village Clerk send notice of annexation of the Property to the Cook County Elections Department and the U.S. Post Office branch serving the Property by certified or registered mail.
- E. That such further action be taken by the Village as may be necessary or appropriate to effect this Petition.

The Petitioner, on oath, states that the Petitioner has read the foregoing Petition for Annexation, has knowledge of the statements and content contained therein, and that said statements are true and correct to the best of the Petitioner's knowledge and belief.

| Petitioner: | Petitioner: | |
|--|-------------------------|----------------|
| Signature Thylli | Signature | |
| Signature GUY FILIPPELLI Print Name | Print Name | |
| 8-18-2011 | Fillt Name | |
| Date | Date | , |
| Subscribed and sworn to before me this | Subscribed and sworn to | before me this |
| 18 day of August, 2011. | day of | |
| Motary Public | Notary Public | |
| OFFICIAL SEAL LISA M MANZO CTATE OF ILLINOIS | riotary r done | |

Exhibit A

Legal Description

Lot No. 1:

The West 330 feet of the Southwest Quarter of the Northeast Quarter of Section 29, Township 40 North, Range 12, East of the Third Principal Meridian, lying South of Grand Avenue except the West 233 feet and except the South 360 feet and except the street and except that part of Grand Avenue as widened, all in Cook County, Illinois.

PIN: 12-29-204-017-0000

Lot No. 2:

The North 50 feet of the South 360 feet of the East 165 feet of the West 330 feet of the Northeast Quarter of Section 29, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 12-29-204-045-0000

Exhibit B

Sidwell and Map

40-12-29A 12-29

W ½ NE ¼ SEC 29-40-12 LEYDEN

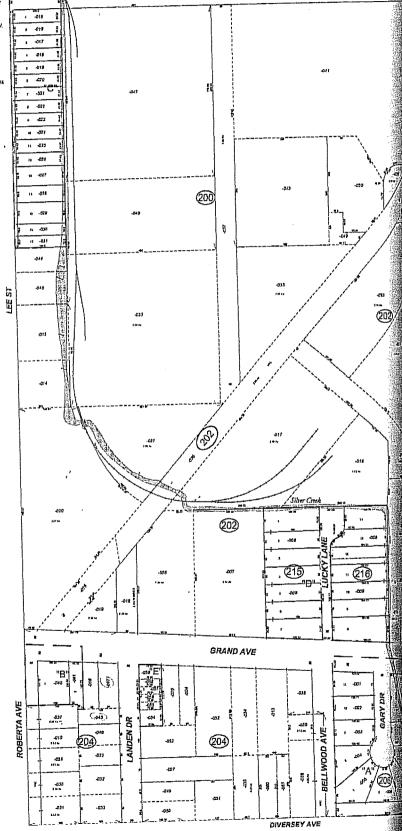
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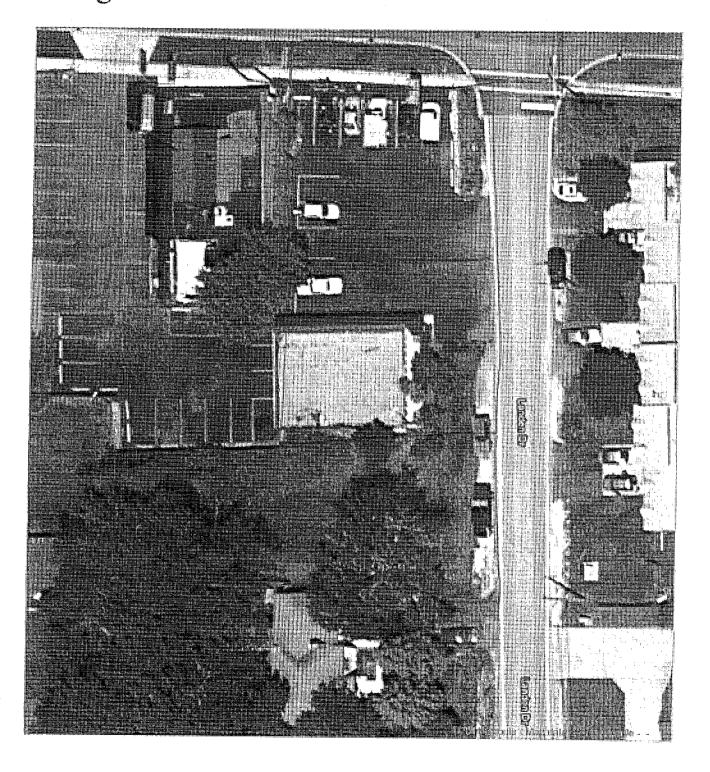
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1.EDN PARENT SUB-office of the N.W.14 - N.E.14 of Sec. 29-10-12. Res. May 6, 1944 Dec. 944 D791.



Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



THE VILLAGE OF FRANKLIN PARK COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-

AN ORDINANCE ANNEXING CERTAIN TERRITORY AS HEREINAFTER DESCRIBED TO THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (10745 GRAND AVENUE)

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 ANNEXING CERTAIN TERRITORY AS HEREINAFTER DESCRIBED TO THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (10745 GRAND AVENUE)

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

WHEREAS, a written petition, signed by the legal owner of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village, requesting that said territory be annexed to the Village; and

WHEREAS, there are no electors residing within said territory; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the Village, and

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the office of the Recorder of Deeds of Cook County; and

WHEREAS, the legal owner of record of said territory and the Village shall enter into a valid and binding annexation agreement relating to such territory; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in compliance with the terms of the annexation agreement and with the Illinois Municipal Code; and

WHEREAS, it is in the best interests of residents of the Village that the territory herein described be annexed to the Village.

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

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

Section 2. That the following legally described territory is by this Ordinance hereby annexed to and does by said Ordinance become a part of the incorporated Village of Franklin Park, Cook County, Illinois, and that the corporate boundary of said Village is hereby changed to include the territory herein described:

That part of the West 330 feet of the Southwest ¼ of the Northeast ¼ of Section 29, Township 40 North, Range 12 East of the Third Principal Meridian described as follows: commencing at the intersection of the Center line of Grand Avenue with the East line of Landen Drive thence Westerly along said Centerline of Grand Avenue to the intersection with the East line of the West 233 feet of the West 330 feet of said Southwest ¼ of the Northeast ¼ of Section 29 aforesaid, thence Southerly along said East line of the intersection with the North line of the South 360 feet of said Southwest ¼ of the Northeast ¼ aforesaid, thence Westerly along said North line to the intersection of the West line of the East 165 feet of the West 330 feet of said Southwest ¼ of the Northeast ¼ aforesaid, thence Southerly along said West line of the East 165 feet aforesaid to the intersection with the South line of the North 50 feet of the South 360 feet of said Southwest ¼ of the Northeast 1/4 , thence Easterly along said South line to the intersection with the East line of Landen Drive aforesaid, thence Northerly along said East line to the aforesaid Center line of Grand Avenue all in Cook County, Illinois.

Permanent Index Numbers for the subject property are: 12-29-204-045-0000 12-29-204-017-0000

Section 3. That the Plat of Annexation identifying the territory herein described in this Ordinance, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby

approved and the Village Clerk is hereby authorized and directed to record with the Cook County Recorder of Deeds and to file with the Cook County Clerk a certified copy of this Ordinance and the Plat of Annexation.

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 P | resident of th | ne Village (| of Franklin Par | k, Cook Cou | nty, Illinois or |
| 1 60 1 201 | | J | | | |

| TOTAL | | | | | |
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| APPROVED by the Pro | esident of th | ne Village o | of Franklin Par | k, Cook Cou | nty, Illinois |
| this day of October 2011 | | | | | |
| | | | | | |
| | | BARRET | Γ F. PEDERSE | N | |
| | | | PRESIDENT | - 1 | |
| ATTEST: | | | | | |
| TOMMY THOMSON VILLAGE CLERK | | _ | | | |
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Exhibit A

Plat of Annexation

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