

**VILLAGE OF FRANKLIN PARK  
VOUCHER AND PAYMENT SUMMARY  
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF  
03/19/12**

<b>Payroll Ending</b>	<b>03/09/12</b>	
Village Portion of Social Security	7,732.71	
Village Portion of Medicare	5,105.51	
Prior Month Village Portion of IMRF		
Gross Payroll	403,486.19	
Special Payrolls		
<b>Total Payroll Expense</b>		<b>\$416,324.41</b>
<b>Garra Expense</b>		<b>\$0.00</b>
<b>Manual Checks &amp; Wires</b>		
Manual Checks	634,857.55	
<b>Total Manual Checks &amp; Wires</b>		<b>634,857.55</b>
<b>ACH Debits</b>		
Health Insurance Premium		
Other		
<b>Total ACH Debits</b>		<b>\$0.00</b>
<b>Total Voucher</b>	<b>498,792.28</b>	<b>\$498,792.28</b>
<b>Grand Total Payments</b>		<b>\$1,549,974.24</b>

# Accounts Payable

## Computer Check Proof List

User: cperez  
 Printed: 03/15/2012 - 4:08 PM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3443 516582 516582A 520213	1st AYD Corporation GARBAGE BAG ROLLS (4) GRAVEL GUARD, RUST CONVERTER SAFETY MIRROR, RUST, ADHESIVE, SOLVENT Check Total:	299.76 353.27 492.73 1,145.76	03/23/2012 03/23/2012 03/23/2012	Check Sequence: 1 09-01-50100 10-90-62600 08-01-89115	ACH Enabled: No
Vendor:5380 1105 1107	A & A LANDSCAPING SENIOR SNOW REMOVAL 40 HOMES 2/11 SENIOR SNOW REMOVAL 40 HOMES 2/24 Check Total:	1,000.00 1,000.00 2,000.00	03/23/2012 03/23/2012	Check Sequence: 2 10-60-63500 10-60-63500	ACH Enabled: No
Vendor:1259 044672/1	Ace Hardware NEAT N TIDY BUCKET, BRUSH, MOP Check Total:	28.47 28.47	03/23/2012	Check Sequence: 3 10-30-62050	ACH Enabled: No
Vendor:1260 044183/1 044296/1 044337/1 044423/1 044436/1 044532/1	Ace Hardware CYLINDER PROPANE, TAPE DISPENSER, BAG MOTOR OIL DEADBOLT ROLLER COAT, KEROSENE, SQUEEGE, HANDLE GARMET, KITCHEN BAG, DUCT TAPE DRILL BIT, ENTRY LOCK Check Total:	126.89 9.98 12.99 134.83 77.40 27.44 389.53	03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012	Check Sequence: 4 10-90-62600 34-01-50150 34-01-62590 34-01-69600 10-90-62590 34-01-62590	ACH Enabled: No
Vendor:1263 044654/1	Ace Hardware BATTERIES, BULBS Check Total:	16.47 16.47	03/23/2012	Check Sequence: 5 10-13-52600	ACH Enabled: No
Vendor:1264 044159/1	Ace Hardware TRASH BAGS Check Total:	14.99	03/23/2012	Check Sequence: 6 10-90-62600	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
044161/1	WHITE CABLE	24.99	03/23/2012	10-90-62590	
044769/1	FILLER HOSE FOR WASHING MACHINE	23.98	03/23/2012	08-01-89115	
044783/1	GAS PIPE & FITTINGS FOR WASHER/DRYER	139.79	03/23/2012	08-01-89115	
	Check Total:	203.75			
Vendor:3923 701-12	ADMINISTRATIVE CONSULTING SPEC CONTRACT AGREEMENT	7,000.00	03/23/2012	Check Sequence: 7 10-20-52002	ACH Enabled: No
	Check Total:	7,000.00			
Vendor:3364 1245111-02-2012	ADP Screening & Selection MONTHLY SCREENING SERVICES 1/22-2/25, 12	105.08	03/23/2012	Check Sequence: 8 10-60-59000	ACH Enabled: No
	Check Total:	105.08			
Vendor:4751 224717 224717A	ADVANCED OCCUPATIONAL NEW HIRE PHYSICAL/DRUG TESTS (4) FLU VACCINE	404.00 24.00	03/23/2012 03/23/2012	Check Sequence: 9 10-52-59000 10-52-59000	ACH Enabled: No
	Check Total:	428.00			
Vendor:3050 78945	Air One Equipment, Inc. BLEEDER SEAT, LED LAMP, BELT	251.96	03/23/2012	Check Sequence: 10 10-30-62180	ACH Enabled: No
	Check Total:	251.96			
Vendor:2605 MARCH 2012	ALFRED G. RONAN, LTD. PROFESSIONAL SERVICES	3,500.00	03/23/2012	Check Sequence: 11 10-12-67560	ACH Enabled: No
	Check Total:	3,500.00			
Vendor:5507 218356	ALLIED 100, AED SUPERSTORE DEFIBTECH LIFELINE AED & DEFIB PAD	2,688.00	03/23/2012	Check Sequence: 12 10-30-82080	ACH Enabled: No
	Check Total:	2,688.00			
Vendor:5011 U1122663MC	AMERICAN MESSAGING PAGERS MARCH 2012	27.28	03/23/2012	Check Sequence: 13 10-30-51170	ACH Enabled: No
	Check Total:	27.28			
Vendor:3453 693566-2012 693781-2012	American Public Works Associat RENEWAL DUES- LAURO RENEWAL DUES- SMOLEN	164.00 164.00	03/23/2012 03/23/2012	Check Sequence: 14 10-90-52100 10-90-52100	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	328.00			
Vendor:4305 5718	Animal Welfare League STRAY DOG HANDLED Check Total:	23.25 23.25	03/23/2012	Check Sequence: 15 10-20-60625	ACH Enabled: No
Vendor:5347 701-7561010 701-7561011 701-7562603 701-7568828 701-7568829	ARAMARK UNIFORM SERVICES RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS Check Total:	52.53 69.88 42.50 52.53 69.88 287.32	03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012	Check Sequence: 16 10-20-52600 10-13-52600 10-30-62050 10-20-52600 10-13-52600	ACH Enabled: No
Vendor:5351 1313486168680	AT&T MNTHLY 800 LINE CHARGES Check Total:	42.74 42.74	03/23/2012	Check Sequence: 17 10-02-51200	ACH Enabled: No
Vendor:4447 SB696650	AT&T GLOBAL SERVICES, INC. MNTHLY MAINT ON PD PHONE LINES Check Total:	726.68 726.68	03/23/2012	Check Sequence: 18 10-02-51200	ACH Enabled: No
Vendor:2615 9191	AWESOME PEST SERVICE INC. EXTERMINATING SERVICES FEBRUARY 2012 Check Total:	510.00 510.00	03/23/2012	Check Sequence: 19 10-60-62460	ACH Enabled: No
Vendor:0155 FEBRUARY 2012	B&R & B&D GASOLINE INC. GAS & CAR WASH Check Total:	192.00 192.00	03/23/2012	Check Sequence: 20 10-20-59000	ACH Enabled: No
Vendor:2763 0160884 0160885 0160886 0160887 0160888 0161385 0161386 0161387	BAXTER & WOODMAN RUBY ST TRAFFIC SIGNAL GRAND AVE TRAFFIC SIGNAL FRANKLIN AVE PHASE 1 REHAB 2012 SAFE ROUTES TO SCHOOL KING ST VFD RUBY STREET TRAFFIC RAILROAD CONNECTION FRANKLIN AVENUE PHASE 1 REHAB 2012 SAFE ROUTES TO SCHOOL- 25TH AVE	1,340.57 499.50 6,455.92 3,275.37 10,510.45 7,062.02 23,350.03 5,741.27	03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012	Check Sequence: 21 10-90-82800 10-90-82800 10-90-82800 19-01-63000 34-01-82800 10-90-82800 10-90-82800 19-01-63000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
0161388	KINGS ST. VFD ADDITION Check Total:	3,344.49 61,579.62	03/23/2012	34-01-82990	
Vendor:4590	BlueStar energy solutions			Check Sequence: 22	ACH Enabled: No
3000221397FEB12	3000221397 2/6-3/5 2012	145.67	03/23/2012	35-01-62800	
3000221409MAR12	ELECTRICITY 1/20-2/17 2012 3000221409	74.92	03/23/2012	35-01-62800	
3000221410MAR12	3000221410 ELECTRICITY 02/07-3/06 2012	85.77	03/23/2012	35-01-62800	
3000221421MAR12	ELECTRICITY 3000221421 02/13/03/13 2012	43.70	03/23/2012	35-01-62800	
3000221432MAR12	ELECTRICITY 3000221432 02/13-03/13 2012	1,078.15	03/23/2012	34-01-62800	
3000221454MAR12	3000221454 2/13-3/13 2012	1.31	03/23/2012	10-50-62330	
3000221465MAR12	2/13-3/12 2012 3000221465 ELECTRICITY	74.51	03/23/2012	10-50-62330	
3000221487MAR12	3000221487 ELECTRICITY 2/10-3/12 2012	43.25	03/23/2012	10-13-52550	
3000221498MAR12	3000221498 ELECTRICITY 2/13-3/12 2012 Check Total:	180.71 1,727.99	03/23/2012	10-50-62330	
Vendor:0347	Builders Chicago Corporation			Check Sequence: 23	ACH Enabled: No
63297	OVERHEAD DOOR 5 REPAIR	122.00	03/23/2012	10-13-52600	
63333	BROKEN SPRING ON OVERHEAD DOOR #5	2,610.00	03/23/2012	10-13-52600	
63346	GARAGE DOOR MOTOR REPAIR	1,578.00	03/23/2012	10-13-52600	
63347	ENGINE OVERHEAD DOOR REPAIR Check Total:	983.75 5,293.75	03/23/2012	10-13-52600	
Vendor:3236	CARQUEST ATTN: LARRY			Check Sequence: 24	ACH Enabled: No
2046-125972	RETURN	-76.52	03/23/2012	08-01-50020	
2046-126420	INTAKE GASKET	-47.50	03/23/2012	08-01-50020	
2046-126457	AIR IMPACT WRENCH	338.98	03/23/2012	08-01-89110	
2046-126671	BALL JOINT FOR 876	139.50	03/23/2012	08-01-50020	
2046-126736	CONTROL ARM ASSEMBLY/BRAKE ROTOR 876	421.42	03/23/2012	08-01-50020	
2046-126748	PLATINUM FOR 873	24.00	03/23/2012	08-01-50020	
2046-126840	AUTO BATTERIES FOR 239/STOCK Check Total:	222.26 1,022.14	03/23/2012	08-01-50034	
Vendor:5299	CCMSI			Check Sequence: 25	ACH Enabled: No
03082012	LIABILITY INSURANCE EXPENSE Check Total:	12,093.09 12,093.09	03/23/2012	10-32-62190	
Vendor:1093	CHEAPER THAN DIRT			Check Sequence: 26	ACH Enabled: No
7295348	PURCHASE OF AMMO Check Total:	1,891.40 1,891.40	03/23/2012	10-20-60610	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1420 410051 410125 410130	CLARK DIETZ, INC. RESERVOIR OVERFLOW PIPING ADDITION REEVES CT AND PEARL ST REHAB DESIGN GIS WATER AND SEWER MAPPING UPDATES Check Total:	4,320.00 7,100.00 10,360.00 21,780.00	03/23/2012 03/23/2012 03/23/2012	Check Sequence: 27 34-01-82800 34-01-82800 34-01-62870	ACH Enabled: No
Vendor:5257 7603147072MAR12	COMED 7603147072 2/6-3/6 2012 ELECTRICITY Check Total:	121.46 121.46	03/23/2012	Check Sequence: 28 35-01-62800	ACH Enabled: No
Vendor:1337 158403 159410 159410A 159410B 159410C 159410D	Corporate Business Cards, Ltd FEBRUARY NEWSLETTER BUSINESS CARDS ANTHONY 10 BOXES BUILDING BUSINESS CARDS BUSINESS CARDS JE ND PA BUSINESS CARDS DV EMAIL PROOF AND SHIPPING Check Total:	2,384.12 29.00 290.00 87.00 29.00 26.00 2,845.12	03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012	Check Sequence: 29 10-01-51880 10-60-59000 10-13-59000 10-12-59000 10-01-51600 10-01-51600	ACH Enabled: No
Vendor:3788 3142012	Crains Chicago Business YEAR SUBSCRIPTION Check Total:	64.00 64.00	03/23/2012	Check Sequence: 30 10-01-51700	ACH Enabled: No
Vendor:1464 0000118729 0000118987 0000119202	D & P CONSTRUCTION 30 YARD SWITCH 30 YARD SWITCH 30 YARD SWITCH Check Total:	300.00 300.00 300.00 900.00	03/23/2012 03/23/2012 03/23/2012	Check Sequence: 31 09-01-64000 09-01-64000 09-01-64000	ACH Enabled: No
Vendor:0430 3142012	Cynthia Diaz REEMBURSEMENT OF PASSPORT FEES Check Total:	100.45 100.45	03/23/2012	Check Sequence: 32 10-18-59000	ACH Enabled: No
Vendor:3829 8964 8965	ELECTRICAL SYSTEMS, INC. KING STREET PUMP #3 VFD INSTALLATION MAIN VFFD #4 & FAN REPLACEMENT Check Total:	71,500.00 7,050.33 78,550.33	03/23/2012 03/23/2012	Check Sequence: 33 34-01-83065 34-01-82810	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:5092 0131	ELITE PRINTER SOLUTIONS RICOH TONER, CYAN, MAGENTA, YELLOW Check Total:	246.96 246.96	03/23/2012	Check Sequence: 34 10-01-50400	ACH Enabled: No
Vendor:5609 100441200280 100441700280 100441800280 100588000280 200900000100	EXELON ENERGY ELECTRICITY EE1004412 01/12-02/12 2012 EE1004417 ELECTRICITY 1/13-2/13 2012 EE1004418 01/20-2/16 2012 EE100588 11/16-2/16 2012 EE2009000 1/12-2/12 2012 Check Total:	572.04 83.83 6,544.64 518.78 449.22 8,168.51	03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012	Check Sequence: 35 34-01-62800 35-01-62800 35-01-62800 34-01-62800 10-50-62330	ACH Enabled: No
Vendor:3904 7-799-48026	Fedex POLICE STATION CONSTRUCTION Check Total:	28.51 28.51	03/23/2012	Check Sequence: 36 54-01-59000	ACH Enabled: No
Vendor:0081 9779 9780 9781 9785	FRANKLIN PARK PLUMBING CO BELMONT/EDGINGTON 8" SERVICE LINE EXCAVATION CUT OF 12/8 TEE 8" LINE BELMONT/EDGINGTON 1-8" TEE INSTALLATION REPAIR LEAK ON 12" WATER MAIN BREAK Check Total:	4,917.00 3,315.00 4,112.00 4,655.00 16,999.00	03/23/2012 03/23/2012 03/23/2012 03/23/2012	Check Sequence: 37 34-01-62860 34-01-62860 34-01-62860 34-01-62860	ACH Enabled: No
Vendor:3510 CM122307 PINV401358 PINV401427 PINV403117	GARVEY'S OFFICE PRODUCTS FOLDERS PINV389289 RETURN MARKERS (17) PHOTO POUCH, LABLER,TAPE ENERGIZER INDUSTRIAL BATTERIES BATTERIES Check Total:	-37.99 175.46 109.84 116.64 363.95	03/23/2012 03/23/2012 03/23/2012 03/23/2012	Check Sequence: 38 10-90-62680 10-20-50400 10-90-62680 10-90-62680	ACH Enabled: No
Vendor:0233 0124001-2012	GFOA MEMBERSHIP RENEWAL 5/1-4/30 COMPTROLLER Check Total:	190.00 190.00	03/23/2012	Check Sequence: 39 10-01-59000	ACH Enabled: No
Vendor:4516 1201150	GONZALEZ & ASSOCIATES, P.C. SERVICES RENDERED 1/30-2/08 2012 Check Total:	3,300.00 3,300.00	03/23/2012	Check Sequence: 40 10-33-52400	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:5200	GRAINGER			Check Sequence: 41	ACH Enabled: No
9760007733	HEATER, THERMOSTAT,BRACKET,PLIER	1,409.28	03/23/2012	34-01-62590	
9760007741	SWEEPING COMPOUND, KEYPAD COVER	214.29	03/23/2012	35-01-62590	
9762955269	BALL VALVE/EARPLUG	154.65	03/23/2012	35-01-62590	
	Check Total:	1,778.22			
Vendor:0522	GUARDIAN LIFE INS. (ASO)			Check Sequence: 42	ACH Enabled: No
468861-FEB2012	DENTAL HYBRID TIER 1 FEB 2012	11,340.86	03/23/2012	10-52-62390	
	Check Total:	11,340.86			
Vendor:5604	GUARDIAN LIFE INSURANCE-APPLET			Check Sequence: 43	ACH Enabled: No
438827-MAR2012	DENTAL MARCH 2012	738.92	03/23/2012	10-52-62390	
	Check Total:	738.92			
Vendor:1555	H & H ELECTRIC COMPANY			Check Sequence: 44	ACH Enabled: No
19361	STREET LIGHT UTAGE REPAIR	462.95	03/23/2012	10-90-62710	
19362	TRAFFIC SIGNAL MAINTENACE WOLF/BELMONT	41.30	03/23/2012	10-90-62710	
19363	TRAFFIC SIGNAL MAINTENANCE WOLF/BEMONT	839.05	03/23/2012	10-90-62710	
19364	STREET LIGHT MAINTENANCE/TRAFFIC SIGNAL	547.00	03/23/2012	10-90-62710	
19366	LIGHTING MAINTENANCE- WATER TOWER	112.10	03/23/2012	34-01-62860	
19369	STREET LIGHT MAINTENANCE	1,212.30	03/23/2012	10-90-62710	
19370	STREET LIGHT MAINTENANCE	400.25	03/23/2012	10-90-62710	
19371	GRAND & WASHINGTON STREET LIGHT	272.55	03/23/2012	10-90-62710	
19447	TRAFIC SIGNAL MAINTENANCE RUBY/PACIFIC	4,144.82	03/23/2012	10-90-62690	
19448	SATREET LIGHT REPAIR VARIOUS LOCATIONS	1,283.28	03/23/2012	10-90-62710	
19449	ELECTRICAL SERVICE- WATER TOWER MIXER	2,730.48	03/23/2012	34-01-62860	
19450	EMERGENCY LOCATE AT GRAND/EDGINGTON	187.90	03/23/2012	10-90-62690	
19451	STREET LIGHT OUTAGES REPAIRED	534.69	03/23/2012	10-90-62710	
19452	STREET LIGHT & TRAFFIC SIGNAL MAINT	287.13	03/23/2012	10-90-62690	
19453	STREET LIGHT OUTAGES REPAIRED	252.60	03/23/2012	10-90-62690	
19454	EMERGENCY CABLES LOCATED FOR FP WATER DB66.51	666.51	03/23/2012	10-90-62690	
19455	STREET LIGHT OUTAGES VARIOUS LOCATIONS	625.50	03/23/2012	10-90-62690	
	Check Total:	14,300.41			
Vendor:1242	HARTS TRACTOR CO. INC.			Check Sequence: 45	ACH Enabled: No
00041909	EGR PRESSURE SENSOR/ OIL PRESSURE SWEEP2	1,300.60	03/23/2012	08-01-50009	
41842	ADJUST PUMP BELTS ON #211	114.00	03/23/2012	08-01-50035	
41855	REBUILD LIFT CYLINDER ON #232	1,616.01	03/23/2012	08-01-50035	
	Check Total:	3,030.61			



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:5409 4435696	HD SUPPLY WATERWORKS, LTD SLEEVE, MEGALUG ASSEMBLY	416.34	03/23/2012	Check Sequence: 46 34-01-62860	ACH Enabled: No
4436051	TEE, SLEEVE, REDUCER, MEGALUG ASSEMBLY	4,571.23	03/23/2012	34-01-62860	
4462652	PIPES	-252.14	03/23/2012	34-01-62860	
	Check Total:	4,735.43			
Vendor:0063 32565	HIGH PSI LTD. REPAIR GRAFFITI MACHINE	475.80	03/23/2012	Check Sequence: 47 34-01-69600	ACH Enabled: No
	Check Total:	475.80			
Vendor:5204 179568	HILL MECHANICAL GROUP UNIT HEATERS AT 9501 BELMONT	255.07	03/23/2012	Check Sequence: 48 10-13-52600	ACH Enabled: No
179569	UNIT HEATERS AT 9501 BELMONT	172.78	03/23/2012	10-13-52600	
179789	MISC REPAIRS AT 9500 BELMONT	816.42	03/23/2012	10-13-52600	
179886	UNIT HEATERS AT 9501 BELMONT	1,050.86	03/23/2012	10-13-52600	
179887	NO HEAT AT 9501 BELMONT	328.50	03/23/2012	10-13-52600	
179902	BEARING PROBLEM AT 9545 BELMONT	1,203.39	03/23/2012	10-13-52600	
	Check Total:	3,827.02			
Vendor:3864 25543518	HSBC Business Solutions/Northe CAR DOLLYS FOR 880	257.73	03/23/2012	Check Sequence: 49 08-01-89115	ACH Enabled: No
	Check Total:	257.73			
Vendor:4821 1376	The ISFSI-ILLINOIS SOCIETY OF FIRE HORN INCIDENT SAFETY CLASS 4-23-4-27 12	300.00	03/23/2012	Check Sequence: 50 10-30-52001	ACH Enabled: No
	Check Total:	300.00			
Vendor:0179 03052012	ITS LEAD CERTIFICATION CLASSES DW JANOWSKI	400.00	03/23/2012	Check Sequence: 51 10-13-52000	ACH Enabled: No
	Check Total:	400.00			
Vendor:2084 26802	J.G. UNIFORMS GH LITE LEVEL 3A CUSTOM VEST COVER	863.75	03/23/2012	Check Sequence: 52 10-20-60332	ACH Enabled: No
26803	GH LITE LEVEL3A VEST COVER CUSTOM VEST	865.00	03/23/2012	10-20-60332	
	Check Total:	1,728.75			
Vendor:3614 20164	JEEP AND BLAZER, LLC JOSLYN CORPORATION PROPERTY	1,505.00	03/23/2012	Check Sequence: 53 10-72-62557	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,505.00			
Vendor:1570 02112012 02242012	JGE INC SENIOR SNOW REMOVAL 41 HOMES 2/11 SENIOR SNOW REMOVAL 39 HOMES 2/24 Check Total:	1,025.00 975.00 2,000.00	03/23/2012 03/23/2012	Check Sequence: 54 10-60-63500 10-60-63500	ACH Enabled: No
Vendor:1534 164285 164327	JKS VENTURES, INC. GRADE 8 STONE (40.52 TONS) FOR DRAINS 40.11 TONS OF STONE FOR SEWER REPAIRS Check Total:	714.41 671.84 1,386.25	03/23/2012 03/23/2012	Check Sequence: 55 35-01-63070 35-01-63070	ACH Enabled: No
Vendor:0932 46	JOINT LABOR MANAGEMENT COMMITTEE STEKER- HIRING BILL SEMINAR 2/17 Check Total:	50.00 50.00	03/23/2012	Check Sequence: 56 10-30-52001	ACH Enabled: No
Vendor:3233 211554 211712	Just Tires LOOSE TIRE REPAIR FRONT END ALIGNMENT FOR 876 Check Total:	20.00 60.00 80.00	03/23/2012 03/23/2012	Check Sequence: 57 08-01-50020 08-01-50020	ACH Enabled: No
Vendor:0497 10972A 10972B 10972C 10972D 10972E 10972F 10972G	Kane, Mc Kenna & Associates FRANKLIN PARK 2011 ATR DOWNTOWN FRANKLIN PARK 2011 ATR BELMONT FRANKLIN PARK 2011 ATR O'HARE FRANKLIN PARK 2011 ATR WMRA FRANKLIN PARK 2011 ATR MANNHEIM FRANKLIN PARK 2011 ATR RESURRECTION FRANKLIN PARK 2011 ATR LIFEFITNESS Check Total:	191.07 116.08 678.57 116.07 116.07 116.07 716.07 2,050.00	03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012	Check Sequence: 58 42-01-67590 13-01-67590 40-01-67590 12-01-67590 22-01-67590 43-01-67590 14-01-67590	ACH Enabled: No
Vendor:1252 201649	KAPLAN PAVEMENT SERVICES EZ STREET COLD ASPHALT Check Total:	1,904.00 1,904.00	03/23/2012	Check Sequence: 59 10-90-82781	ACH Enabled: No
Vendor:2743 183598 183599 183606	KIEFT BROTHERS, INC. CONE, FLAT BOTTOM, FRAME WATER REPAIR CONE, FLAT BOTTOM, FRAME WATER REPAIR BELMONT/EDGINGTON SEWER REPAIR	1,051.43 277.50 402.00	03/23/2012 03/23/2012 03/23/2012	Check Sequence: 60 34-01-62860 34-01-62860 35-01-63070	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,730.93			
Vendor:0110 2773 2775	KRIETER CONCRETE CONST. 3705 ACORN SIDEWALK/SEWER REPAIR SAWCUTTING, REMOVAL, 11305 FRANKLIN AVE Check Total:	2,640.00 3,220.00 5,860.00	03/23/2012 03/23/2012	Check Sequence: 61 35-01-63070 35-01-63070	ACH Enabled: No
Vendor:4410 00532 00551	Kyle Gronert DESIGN SERVICES FOR FEBRUARY NEWSLETTER DESIGN SERVICES FOR MARCH NEWSLETTER Check Total:	350.00 350.00 700.00	03/23/2012 03/23/2012	Check Sequence: 62 10-01-51880 10-01-51880	ACH Enabled: No
Vendor:0284 02072012 02172012	LAW OFFICES OF LOUIS F CAINKAR BOND & INTEREST FUND SERVICES RENDERED NEW POLICE STATION Check Total:	850.00 2,331.00 3,181.00	03/23/2012 03/23/2012	Check Sequence: 63 44-01-45000 54-01-51000	ACH Enabled: No
Vendor:1333 9300627558 9300642301 9300655319	Lawson Products, Inc. CARRIAGE BOLT, JUMBO ROLLS, SCREWS, ETC STAINLESS SCREW SPLIT WIRE LOOM, MINI BULBS, BATTERIES Check Total:	370.49 47.99 118.42 536.90	03/23/2012 03/23/2012 03/23/2012	Check Sequence: 64 10-90-62610 10-90-62610 08-01-89115	ACH Enabled: No
Vendor:4850 N3121136	MAILFINANCE LEASE #08041945 12/28/2011-5/27/12 Check Total:	1,075.55 1,075.55	03/23/2012	Check Sequence: 65 10-01-50930	ACH Enabled: No
Vendor:0868 9065	MIDTECH RESOURCE, INC MASIMO FINGER SENSOR/PEDIATRIC SIZE (8) Check Total:	210.44 210.44	03/23/2012	Check Sequence: 66 10-30-82080	ACH Enabled: No
Vendor:1782 12-010	MTI Construction Services, LLC NEW POLICE DEPT CONSTRUCTION Check Total:	36,426.00 36,426.00	03/23/2012	Check Sequence: 67 54-01-50000	ACH Enabled: No
Vendor:UB*00373	NEAL RUGGIE Refund check Refund check	1,123.09 1,015.17	03/02/2012 03/02/2012	Check Sequence: 68 35-00-20100 34-00-20100	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,138.26			
Vendor:2033 50061	NICK'S SALES AND SERVICE LAWN MOWER Check Total:	2,799.00 2,799.00	03/23/2012	Check Sequence: 69 35-01-89010	ACH Enabled: No
Vendor:4521 04671900001MAR 08842900006FEB 1895206020FEB12 4567190000FEB12 5077190000FEB12 5567190000FEB12	NICOR HEATING 04671900001 1/25-2/27 2012 08842900006 01/26-02/28 2012 18952060202 1/25-2/24 2012 HEATING 45671900004 1/25-2/27 2012 HEATING 50771900003 1/25-2/27 2012 HEATING 55671900003 1/25-2/27 2012 HEATING Check Total:	1,035.36 933.40 26.42 499.77 1,265.99 1,129.45 4,890.39	03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012	Check Sequence: 70 10-20-52450 10-30-52450 35-01-52450 34-01-62940 34-01-62940 10-90-62940	ACH Enabled: No
Vendor:2107 278-001511 278-001513	Norcomm Public Safety Comm. POLICE RECORDS MGMT STAFF NORCOMM 9-1-1 DISPATCH STAFF Check Total:	11,074.58 60,283.66 71,358.24	03/23/2012 03/23/2012	Check Sequence: 71 10-20-60400 10-14-40220	ACH Enabled: No
Vendor:1616 599157141001 599157142001	Office Depot POP UP NOTES, FOLDERS, SHEET, PAPER LABEL RETURN WHITE Check Total:	245.43 10.19 255.62	03/23/2012 03/23/2012	Check Sequence: 72 10-01-50400 10-01-50400	ACH Enabled: No
Vendor:0141 FEB 2012	Paramedic Services of IL, Inc. AMBULANCE BILLING DATES FEBRUARY 2012 Check Total:	1,126.93 1,126.93	03/23/2012	Check Sequence: 73 10-30-62140	ACH Enabled: No
Vendor:3311 000004121	PARTS3 LLC OIL FILTERS FOR 206 &203 Check Total:	31.30 31.30	03/23/2012	Check Sequence: 74 08-01-50090	ACH Enabled: No
Vendor:3824 0301935-IN 0302732-IN	Paul Conway Shields HEAT PRESS, NAME STITCHING 6" GOLD LEAF SHIELD STYLE #1 Check Total:	804.85 164.45 969.30	03/23/2012 03/23/2012	Check Sequence: 75 10-30-62180 10-30-62180	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4999 03042012	PAUL MCDONNELL & ASSOCIATES FEBRUARY 2012 SERVICES- HEALTH INSPECTOR Check Total:	2,010.00 2,010.00	03/23/2012	Check Sequence: 76 10-13-40207	ACH Enabled: No
Vendor:3945 03022012	Pioneer Press 52 WEEK SUBSCRIPTION Check Total:	40.00 40.00	03/23/2012	Check Sequence: 77 10-01-51700	ACH Enabled: No
Vendor:3774 140573	Pomp's Tire Service 8 REAR TIRES FOR #475 Check Total:	3,891.96 3,891.96	03/23/2012	Check Sequence: 78 08-01-50030	ACH Enabled: No
Vendor:4960 11416	PORTER LEE CORPORATION 3000 BARCODE LABELS & RIBBONS Check Total:	121.00 121.00	03/23/2012	Check Sequence: 79 10-20-60630	ACH Enabled: No
Vendor:1924 3489	PTL LANDSCAPING SENIOR SNOW REMOVAL 28 HOMES Check Total:	700.00 700.00	03/23/2012	Check Sequence: 80 10-60-63500	ACH Enabled: No
Vendor:1096 77556 77556A 77591	Radco Communications, Inc. SPOTLIGHT FOR F350 TRUCKS SPOTLIGHT FOR F350 TRUCKS CODE 3 SPEAKERS FOR IMPALAS Check Total:	359.23 359.23 278.00 996.46	03/23/2012 03/23/2012 03/23/2012	Check Sequence: 81 35-01-50150 10-90-50110 08-01-50020	ACH Enabled: No
Vendor:0627 0050205-IN	RAY O'HERRON RIFLE CASE Check Total:	27.95 27.95	03/23/2012	Check Sequence: 82 10-20-60590	ACH Enabled: No
Vendor:5509 414835037 449674 452240	RICOH AMERICAS CORP. QRTL Y USAGE-FD COPIER ANNUAL MAINT COPIERS QRTL Y USAGE-MAIN FLEET Check Total:	438.27 783.99 561.43 1,783.69	03/23/2012 03/23/2012 03/23/2012	Check Sequence: 83 10-02-80001 10-02-80001 10-02-80001	ACH Enabled: No
Vendor:1017 21003388	Ricoh Customer Finance Corp. MNT HLY LEASE-CLERK COPIER	410.57	03/23/2012	Check Sequence: 84 10-02-80001	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	410.57			
Vendor:2081 1099M-6 1099M-7	ROSENTHAL, MURPHY PD ISSUES MISC HR ISSUES Check Total:	1,785.00 71.05 1,856.05	03/23/2012 03/23/2012	Check Sequence: 85 10-20-64000 10-72-59000	ACH Enabled: No
Vendor:2419 1219128 1219129	Russo's Power Equipment REPAIR OF STICK SAW REPAIR POWER PRUNER Check Total:	72.76 64.00 136.76	03/23/2012 03/23/2012	Check Sequence: 86 10-90-50110 10-90-50110	ACH Enabled: No
Vendor:2960 5102	S & E Inspections, Inc. SAFETY TEST FOR 482 Check Total:	23.50 23.50	03/23/2012	Check Sequence: 87 08-01-50030	ACH Enabled: No
Vendor:4425 PLATE 1765307	Secretary of State LICENSE RENEWAL FOR 897 Check Total:	99.00 99.00	03/23/2012	Check Sequence: 88 08-01-50020	ACH Enabled: No
Vendor:1899 6631560	Service Sanitation, Inc. PORTABLE RESTROOM Check Total:	146.89 146.89	03/23/2012	Check Sequence: 89 10-90-62600	ACH Enabled: No
Vendor:0172 117070	Service Spring Co., Inc. REAR SPRING FOR #218 Check Total:	432.73 432.73	03/23/2012	Check Sequence: 90 08-01-50020	ACH Enabled: No
Vendor:0850 781107	SHEMIN EROS SILT FENCE WITH STAKE Check Total:	94.50 94.50	03/23/2012	Check Sequence: 91 10-90-62600	ACH Enabled: No
Vendor:3697 6424	SPD Incorporated GENERATOR REPAIR Check Total:	267.80 267.80	03/23/2012	Check Sequence: 92 34-01-62860	ACH Enabled: No
Vendor:4125 304555526-095	SPRINT MTHLY CELL PHONE CHARGES	4,628.46	03/23/2012	Check Sequence: 93 10-02-80300	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	4,628.46			
Vendor:5433 441517	STAFFORDS DRIVERS SEAT FOR 876 Check Total:	300.00 300.00	03/23/2012	Check Sequence: 94 08-01-50020	ACH Enabled: No
Vendor:3795 C71928	Standard Equipment Company OIL GAUGE FOR SWEEPER #1 Check Total:	77.19 77.19	03/23/2012	Check Sequence: 95 08-01-50009	ACH Enabled: No
Vendor:0340 54739 57436 57437 57438 57440 57480	Storino, Ramello & Durkin MANNHEIM GRAND TIF II WMRA TIF 201 ATR/ JOINT REVIEW BOARD LIFE FITNESS TIF 2011 ATR/JOINT REVIEW BELMONT RIVER TIF 2011 ATR/JOINT REVIEW O'HARE TIF 2011 ATR/ JOINT REVIEW BOARD RESURRECTION TIF 2011 ATR/JOINT REVIEW Check Total:	703.20 878.20 700.00 706.40 703.20 704.50 4,395.50	03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012	Check Sequence: 96 22-01-62557 12-01-62557 14-01-62557 13-01-62557 40-01-62557 43-01-62557	ACH Enabled: No
Vendor:0182 16371	Suburban Laboratories COLIFORM, PRESENCE-ABSENCE FOR IEPA Check Total:	60.00 60.00	03/23/2012	Check Sequence: 97 34-01-62850	ACH Enabled: No
Vendor:0183 49157 49203 49312 49316 49374 49431	SUBURBAN WELDING STEEL, LLC REPAIR WELD AND REINFORCE BOBCAT MATERIAL AND LABOR TO FABRICATE SSROD222 REPAIRS OF DUMP BODY, SALT SPREADER 206 SQUARE ROD REPLACEMENT FOR IOWA HYDRANT SWEEPER #1 FABRICATION MATERIAL AND LABOR TO REPAIR TRUCK 228 Check Total:	989.49 93.46 1,296.21 52.50 83.13 75.00 2,789.79	03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012 03/23/2012	Check Sequence: 98 10-90-50110 10-90-50110 10-90-50110 34-01-62860 09-01-50100 09-01-50100	ACH Enabled: No
Vendor:5462 218110 1-3 2012	SUN LIFE & HEALTH INS. CO. MONTHLY DISABILITY JAN-MARCH 2012 Check Total:	12,605.60 12,605.60	03/23/2012	Check Sequence: 99 10-52-62370	ACH Enabled: No
Vendor:0444 0000067609	SUN-TIMES MEDIA LEGAL NOTICE AD 222648	30.40	03/23/2012	Check Sequence: 100 10-12-53170	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	30.40			
Vendor:4490 2272228	SUSQUEHANNA COMMERCIAL FINANCE WATER METER FINANCING Check Total:	25,813.62 25,813.62	03/23/2012	Check Sequence: 101 34-01-62820	ACH Enabled: No
Vendor:1792 182844	THE COLOR SHOPPE GALLON MULTI PURPOSE FAST- SPRAY CLEANER Check Total:	13.79 13.79	03/23/2012	Check Sequence: 102 08-01-89115	ACH Enabled: No
Vendor:1505 03012012	THE JORDAN GROUP FEBRUARY PUBLIC AFFAIRS, MARKETING PR Check Total:	5,000.00 5,000.00	03/23/2012	Check Sequence: 103 10-01-51885	ACH Enabled: No
Vendor:5329 150192	THE SERVICE CENTER, LLC O2 TANK REFILLS (7) Check Total:	66.50 66.50	03/23/2012	Check Sequence: 104 10-30-62090	ACH Enabled: No
Vendor:5423 14320 14320A	THIRD MILLENNIUM FEBRUARY 2012 UTILITY BILL RENDERING FEBRUARY 2012 UTILITY BILL RENDERING Check Total:	1,474.67 794.05 2,268.72	03/23/2012 03/23/2012	Check Sequence: 105 34-01-62857 35-01-62857	ACH Enabled: No
Vendor:0190 77816	Thrift 'n Swift, Inc. REPORT CARDS (1000) Check Total:	39.26 39.26	03/23/2012	Check Sequence: 106 10-20-51600	ACH Enabled: No
Vendor:0995 3000127905	THYSSENKRUPP ELEVATOR QUARTERLY BUILDING MAINTENANCE 3/1-5/31 Check Total:	990.93 990.93	03/23/2012	Check Sequence: 107 10-13-60550	ACH Enabled: No
Vendor:2079 71938 72025	Traffic Control & Protection 8 DO NOT ENTER SIGNS 24 POST REFLECTORS Check Total:	1,010.30 715.40 1,725.70	03/23/2012 03/23/2012	Check Sequence: 108 10-90-62610 10-90-62610	ACH Enabled: No
Vendor:0829 1221652	TRANS CHICAGO AIR CLEANER COVER 205	54.18	03/23/2012	Check Sequence: 109 08-01-50090	ACH Enabled: No

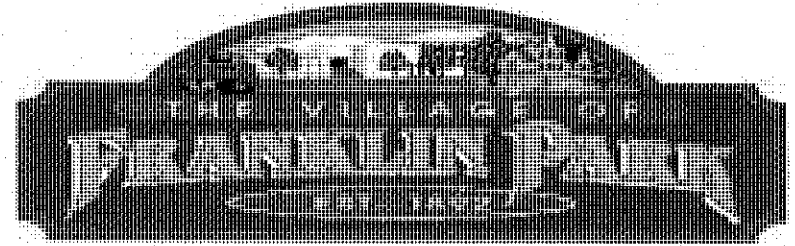


Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	54.18			
Vendor:4957 FEBRUARY FEBRUARY-1 FEBRUARY-2	Visa VIDEO DOOR PHONE INTERCOM SYSTEM VIDEO DOOR PHONE INTERCOM SYSTEM VIDEO DOOR PHONE INTERCOM SYSTEM Check Total:	106.47 106.46 419.56 632.49	03/23/2012 03/23/2012 03/23/2012	Check Sequence: 110 34-01-62590 35-01-52600 10-90-62590	ACH Enabled: No
Vendor:1299 17014554	W.S. DARLEY & COMPANY NAVY HOOD (12) Check Total:	609.49 609.49	03/23/2012	Check Sequence: 111 10-30-62180	ACH Enabled: No
Vendor:0789 57920 58739	Wernick Key & Lock Service KNOB LOCK, KEYS KEYS, RINGS, KEY CARDS Check Total:	210.20 167.80 378.00	03/23/2012 03/23/2012	Check Sequence: 112 10-90-62590 41-01-63210	ACH Enabled: No
Vendor:0950 03092012	West Sub Chiefs of Police 2012 MEMBERSHIP- CHIEF/DEPUTY Check Total:	75.00 75.00	03/23/2012	Check Sequence: 113 10-20-52100	ACH Enabled: No
Vendor:5318 000191324 000191616 000191643	WHOLESALE DIRECT LED BEACON AMBER PERM LED LAMP RED, REPLACEMENT LENS LED RED LIGHT FOR 870 Check Total:	281.29 415.73 126.08 823.10	03/23/2012 03/23/2012 03/23/2012	Check Sequence: 114 10-90-50110 10-90-50110 08-01-50020	ACH Enabled: No
Vendor:0207 1277366-1	ZENGER'S INDUSTRIAL PLIERS & HAMMERDRILLINGS Check Total:	36.27 36.27	03/23/2012	Check Sequence: 115 10-90-62610	ACH Enabled: No
	Total for Check Run: Total Number of Checks:	498,792.28 115			

# Accounts Payable

## Manual Check Proof List

User: cperez  
 Printed: 03/14/2012 - 5:02 PM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0102			AYLEENREYES				
				302527	03/12/2012		
03122012	500.00	03/14/2012	REFUND FOR PAYMENT OF IMPOUNDED VEHICLES			10-20-30980	
Total for Check	500.00						
Total for 0102	500.00						
Vendor: 0194			U.S. GOVERNMENT POST OFFICE				
				302524	03/07/2012		
03072012	1,250.00	03/14/2012	PERMIT 188 REFILL			10-01-51500	
Total for Check	1,250.00						
Total for 0194	1,250.00						
Vendor: 2517			GREEN CHEVROLET				
				302529	03/14/2012		
ILL4016-FPK	106,507.25	03/14/2012	PURCHASE OF 5 POLICE CARS 2012 IMPALAS			10-20-80200	
Total for Check	106,507.25						
Total for 2517	106,507.25						
Vendor: 3702			Home Depot Credit Services				
				302526	03/12/2012		
035441252015	358.00	03/14/2012	PURCHASE OF STEEL SHELVES			10-20-50700	
Total for Check	358.00						
Total for 3702	358.00						

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 5260			URBAN COMMUNICATIONS INC.				
				302528	03/13/2012		
34921	25,449.30	03/14/2012	NETWORK CAMERAS			12-01-67700	
34921A	3,975.00	03/14/2012	SERVER CONFIGURATION/SETUP			10-20-80800	
Total for Check	29,424.30						
Total for 5260	29,424.30						
Vendor: 5521			MARION BODY WORKS				
				302530	03/14/2012		
03142012	496,818.00	03/14/2012	PURCHASE OF FIRE TRUCKS			10-30-80200	
Total for Check	496,818.00						
Total for 5521	496,818.00						
Total Checks:	634,857.55						

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

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**ORDINANCE**

NUMBER 1112-VC- \_\_

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**AN ORDINANCE AMENDING ARTICLE B OF CHAPTER EIGHT OF  
TITLE SEVEN OF THE VILLAGE CODE OF THE VILLAGE OF  
FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(WATER AND SEWER SERVICE CHARGES)**

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

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

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

**AN ORDINANCE AMENDING ARTICLE B OF CHAPTER EIGHT OF  
TITLE SEVEN OF THE VILLAGE CODE OF THE VILLAGE OF  
FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(WATER AND SEWER SERVICE CHARGES)**

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

**WHEREAS**, the City of Chicago (the “*City*”) supplies the Village with water and the City establishes the rate it will charge the Village for such water each year; and

**WHEREAS**, the City notified the Village of a four-year rate increase and subsequently raised the rate by 25% for year 2012 and 15% for years 2013, 2014 and 2015; and

**WHEREAS**, in addition to the rate increases the Village must pay the City, the Village must also pay for the expense to operate, repair, maintain and upgrade the water and sewer systems servicing its residents; and

**WHEREAS**, because of the four-year rate increase by the City, the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) were forced to find alternative methods to manage the demand for water and to ensure there is sufficient revenue to provide for the ongoing operation of the Village’s waterworks and sewerage systems; and

**WHEREAS**, the Corporate Authorities became aware that in January 2006, Executive Order 2006-1 was issued calling for the development of Regional Water Supply Plans due to the degree of population growth occurring regionally in Northeastern Illinois; and

**WHEREAS**, as a result of Executive Order 2006-1, *The Northern Illinois Regional Water Supply/Demand Plan* was issued by the Chicago Metropolitan Agency for Planning in March of 2010 which indicated that conservation water pricing has been shown to be one of the best management practices for urban water management; and

**WHEREAS**, Conservation pricing is increasingly becoming a tool used by municipalities throughout the United States not only for managing the demand for water, but also for ensuring there is sufficient revenue to maintain a water utilities' infrastructure and that there are adequate and reliable supplies of clean water for a municipality; and

**WHEREAS**, Conservation pricing through increasing block rates or tiered pricing reduces water use by increasing the per unit charges for water as the amount used increases; and

**WHEREAS**, the United States Environmental Protection Agency recommends using an increasing block rate structure as conservation pricing because they have found it to be a cost-effective water demand management strategy; and

**WHEREAS**, the Corporate Authorities, understanding the pressing need to use water in a more efficient manner to allow for future sustained growth of the Village, believe it is in the best interest of the health, safety and welfare of the residents of the Village for the Village to implement an increasing block rate structure to encourage water conservation and to pay for the substantial water rate increases imposed by the City.

**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.** Article B (“*Service Charges*”) of Chapter 8 (“*Water Systems*”) of Title 7 (“*Public Works and Properties*”) of the Village Code of the Village of Franklin Park, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

**7-8B-2: RATES ESTABLISHED:**

A. There are hereby established rates and charges for the use and services of the waterworks system of the village, as follows:

~~*Class 1 Residential Users:* All "*residential users*," which shall be defined as all users up to and including two family dwelling units, shall be charged at the rate of three dollars and nineteen cents (\$3.19) per one hundred (100) cubic feet and shall be based upon the amount of water consumed as shown by the water meter, to be billed and paid monthly.~~

~~A minimum charge of six dollars and fifty cents (\$6.50) per month shall be made.~~

~~*Class 2 Commercial, Industrial and Multiple Residential Users:* All "*commercial, industrial and multiple residential users*" shall be defined as all users not included in class 1 above and shall be charged at the rate of three dollars and nineteen cents (\$3.19) per one hundred (100) cubic feet and shall be based upon the amount of water consumed as shown by the water meter, to be billed and paid monthly.~~

~~A minimum charge of nine dollars and seventy five cents (\$9.75) per month shall be made.~~

All users shall be charged at the rate of three dollars and nineteen cents (\$3.19) per one hundred (100) cubic feet of water used each month between zero (0) cubic feet and nine hundred (900) cubic feet and shall be based upon the amount of water consumed as shown by the water meter, to be billed and paid monthly.

All users shall be charged at the rate of three dollars and ninety-nine cents (\$3.99) per one hundred (100) cubic feet of water used each month above nine hundred (900) cubic feet and shall be based upon the amount of water consumed as shown by the water meter, to be billed and paid monthly.

A minimum charge of six dollars and fifty cents (\$6.50) per month shall be made.

B. There are hereby established rates and charges for the use and services of the sewerage system of the village, as follows:

~~Class 1 Residential Users: All "residential users", defined as all users up to and including two-family dwelling units, shall be charged at the rate of 53.572 percent of the then current rate for water usage per one hundred (100) cubic feet of water used as shown by the water meter, to be billed and paid monthly.~~

~~A minimum charge of three dollars fifty cents (\$3.50) shall be made.~~

~~Class 2 Commercial, Industrial And Multiple Residential Users: All "commercial, industrial and multiple residential users", defined as all users not included in class 1 above, shall be charged at the rate of 53.572 percent of the then current rate for water usage per one hundred (100) cubic feet of water used as shown by the water meter, to be billed and paid monthly.~~

~~A minimum charge of five dollars twenty five cents (\$5.25) per month shall be made.~~

~~Class 3 Sewer Service Only: Where sewer service is furnished, but not water, or where sewerage is discharged into a sewer, and the source of the water being supplied to the user is other than the village, then the rate charged shall be 53.572 percent of the then current village rate for water usage per one hundred (100) cubic feet of water used, as determined by statement of the water supplier or by estimate of the commissioner, whose determination of such estimate shall be binding upon the user.~~

All users shall be charged at the rate of 53.846 percent of the then current rate for water usage per one hundred (100) cubic feet of water used as shown by the water meter, to be billed and paid monthly.

A minimum charge of three dollars fifty cents (\$3.50) shall be made.

Sewer Service Only: Where sewer service is furnished, but not water, or where sewerage is discharged into a sewer, and the source of the water being supplied to the user is other than the village, then the rate charged shall be 53.846 percent of the then current village rate for water usage per one hundred (100) cubic feet of water used, as determined by statement of the water supplier or by estimate of the commissioner, whose determination of such estimate shall be binding upon the user.

**Section 3.** The amendments set forth in Section 2 of this Ordinance shall be used to calculate water and sewer usage for the next billing cycle, and thereafter, as shown by the water meter and to be billed and paid monthly.



**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 immediately upon its passage and approval so that sufficient funds are available to the Village for the purchase of water and to provide such necessary funds to ensure that the waterworks and sewerage systems of the Village are operated, repaired and maintained at a level to protect the health, safety and welfare of the residents of the Village.

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of March 2012, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of March 2012.

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BARRETT F. PEDERSEN  
VILLAGE PRESIDENT

ATTEST:

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TOMMY THOMSON  
VILLAGE CLERK

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

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**ORDINANCE**

NUMBER 1112-VC- \_\_

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**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE FIVE OF THE VILLAGE  
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(HOURS OF CONSTRUCTION)**

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

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

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Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 03/19/12  
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

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

**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE FIVE OF THE VILLAGE  
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(HOURS OF CONSTRUCTION)**

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

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

**WHEREAS**, the Corporate Authorities find that it is in the best interests of the health, safety and welfare of its citizenry to establish regulations concerning hours of construction in the Village.

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

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

**Section 2.** Chapter 6 (“*Miscellaneous Offenses and Provisions*”) of Title 5 (“*Police and Public Safety*”) of the Village Code of Franklin Park is hereby amended by adding the following new underlined section to read, as follows:

**5-6-23: Restriction on Hours of Construction:**

Construction, alteration, repair, removal, demolition and excavation pursuant to permit in a residential zoned district or within seventy-five (75) feet of a residential zoned district is allowed only during the hours of 7:00 a.m. and 7:00 p.m. on Monday through Saturday, and 9:00 a.m. and

6:00 p.m. on Sundays and holidays, if such operation is audible from the property. Construction activity noise emanating from village, county or state authorized emergency repair or maintenance projects in a residential zoned district or within seventy-five (75) feet of a residential zoned district is exempt.

**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 March 2012, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of March 2012.

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

ATTEST:

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

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

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**ORDINANCE**

NUMBER 1112-G-\_\_\_

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**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK  
COUNTY, ILLINOIS AUTHORIZING THE CLOSURE OF CERTAIN  
PUBLIC RIGHT-OF-WAYS FOR RAILROAD DAZE**

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

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

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

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AUTHORIZING THE CLOSURE OF CERTAIN PUBLIC RIGHT-OF-WAYS FOR RAILROAD DAZE**

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

**WHEREAS**, from Thursday, June 7, 2012, to Sunday, June 10, 2012, the Village is holding its 2012 Railroad Daze Event (the "*Railroad Daze*"), which is a Village sponsored annual special event; and

**WHEREAS**, the location of Railroad Daze will require either the partial or complete temporary closure of the following right-of-ways: that portion of Belmont Avenue from Calwagner Avenue to Franklin Avenue more commonly known as the alley lying between the railroad tracks on the North, Franklin Avenue on the South, Ruby Street on the West and Calwagner Avenue on the East from Monday, June 4, 2012, at 7:00 a.m. through and until Monday, June 11, 2012, at 7:00 a.m.; that portion of Franklin Avenue from Calwagner Avenue to Ruby Street and that portion of Calwagner Avenue from the railroad tracks to Franklin Avenue, from Wednesday, June 6, 2012, at 7:00 a.m. through and until Monday, June 11, 2011, at 7:00 a.m. (the "*Railroad Daze Street Closures*"); and

**WHEREAS**, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") find it necessary and in the best interest of the health, safety and



welfare of the residents of the Village to permit the Railroad Daze Street Closures to all non-emergency vehicular traffic in order to permit the Railroad Daze event to occur.

**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 Railroad Daze Street Closures, as herein described, is hereby approved and the Village is prepared to assume all responsibility and liability involved in any Railroad Daze Street Closure, as required by any governmental agencies having jurisdiction thereof, and no further, and that the Utilities Director and Chief of Police are hereby authorized to take such necessary action to undertake the Railroad Daze Street Closures and to establish such necessary detours over routes that can accept anticipated vehicular traffic, which are conspicuously marked for the benefit of traffic diverted from such right-of-ways.

**Section 3.** The Utilities Commissioner and the Chief of Police are hereby authorized to restrict the parking of vehicular traffic within and around the Railroad Daze Street Closures as determined necessary to ensure the public health, safety and welfare of the residents of the Village and the Police Chief is hereby authorized to take such necessary action to aid in the diversion of traffic from the Railroad Daze Street Closures and to provide such force as deemed necessary to direct, protect, and regulate traffic during the time the detours are in effect.

**Section 4.** The Police Chief is hereby further authorized to provide for the positioning of authorized flaggers at each end of any right-of-way and at other such points as may be necessary to assist in directing traffic through the detour provided that emergency vehicles shall be permitted in

emergency situations to pass through the closed area as is safe for all concerned.

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

**Section 7.** This Ordinance shall be in full force and effect immediately upon its passage to ensure that the safety and welfare of the residents of the Village are provided for during the Railroad Daze event.

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of March 2012, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_ day of March 2012.

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

ATTEST:

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

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

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**ORDINANCE**

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

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**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS  
CUTTING SERVICE BY AND BETWEEN BIUNDO LANDSCAPING AND THE  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

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

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICE BY AND BETWEEN BIUNDO LANDSCAPING AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

**WHEREAS**, Biundo Landscaping, located at 3541 Britta Avenue, Franklin Park, Illinois, is in the business of providing grass cutting service; and

**WHEREAS**, the Village requires such service as part of its 2012 Grass Cutting Program for Disabled Property Owners (the "*Program*"); and

**WHEREAS**, Biundo Landscaping and the Village desires to enter into a certain agreement pursuant to which Biundo Landscaping will provide grass cutting service to the Program.

**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 to Contract for Grass Cutting Service by and between the Village of Franklin Park, Cook County, Illinois and Biundo Landscaping (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be

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

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

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

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

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

*(Intentionally Left Blank)*

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

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

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

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

ATTEST:

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

Exhibit A  
*Agreement*



## **AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES**

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Biundo Landscaping, located at 3541 Britta Avenue, Franklin Park, Illinois 60131 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

### **WITNESSETH**

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

#### **PRELIMINARY STATEMENTS**

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. 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

B. The Contractor is in the business of providing grass cutting service; and

C. The Village requires grass cutting services as part of its 2012 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

#### **SECTION 1. SCOPE OF SERVICES**

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Service may be amended at any time by the Village. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

## SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service the amount of Fifteen Dollars and no/100 (\$15.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Service for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Service, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

## SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Service, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials,

agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Service, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

#### SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

#### SECTION 5. GOVERNING LAW

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.

#### SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration

required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

## SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. 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. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred

by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Service. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. 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.

K. NO THIRD PARTY BENEFICIARIES. 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.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

*If to Village:* Village of Franklin Park  
9500 West Belmont Avenue  
Franklin Park, Illinois 60131  
Attn: Lisa Anthony

*If to Contractor:* Biundo Landscaping  
3541 Britta Avenue  
Franklin Park, Illinois 60131

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

#### SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2012.

*(Intentionally Left Blank)*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

Village of Franklin Park, Cook County, Illinois, a municipal corporation

By: \_\_\_\_\_  
Village President

Attest:

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

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

Contractor,

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_



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

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**ORDINANCE**

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

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**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS  
CUTTING SERVICE BY AND BETWEEN REY'S LANDSCAPING AND THE  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

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

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICE BY AND BETWEEN REY'S LANDSCAPING AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

**WHEREAS**, Rey's Landscaping, located at 2705 Sarah Street, Franklin Park, Illinois, is in the business of providing grass cutting service; and

**WHEREAS**, the Village requires such service as part of its 2012 Grass Cutting Program for Disabled Property Owners (the "*Program*"); and

**WHEREAS**, Rey's Landscaping and the Village desires to enter into a certain agreement pursuant to which Rey's Landscaping will provide grass cutting service to the Program.

**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 to Contract for Grass Cutting Service by and between the Village of Franklin Park, Cook County, Illinois and Ray's Landscaping (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the

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

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

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

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

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

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of March 2012, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of March 2012.

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

ATTEST:

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

Exhibit A  
*Agreement*

## **AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES**

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Rey's Landscaping, located at 2705 Sarah Street, Franklin Park, Illinois 60131 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

### **WITNESSETH**

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

#### **PRELIMINARY STATEMENTS**

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. 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

B. The Contractor is in the business of providing grass cutting service; and

C. The Village requires grass cutting services as part of its 2012 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

#### **SECTION 1. SCOPE OF SERVICES**

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Service may be amended at any time by the Village. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

## SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service the amount of Fifteen Dollars and no/100 (\$15.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Service for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Service, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

## SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Service, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials,

agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Service, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

#### SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

#### SECTION 5. GOVERNING LAW

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.

#### SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration



required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

## SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. 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. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred

by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Service. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. 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.

K. NO THIRD PARTY BENEFICIARIES. 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.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

*If to Village:* Village of Franklin Park  
9500 West Belmont Avenue  
Franklin Park, Illinois 60131  
Attn: Lisa Anthony

*If to Contractor:* Rey's Landscaping  
2705 Sarah Street  
Franklin Park, Illinois 60131

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

#### SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2012.

*(Intentionally Left Blank)*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

Village of Franklin Park, Cook County, Illinois, a municipal corporation

By: \_\_\_\_\_  
Village President

Attest:

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

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

Contractor,

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

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**ORDINANCE**

NUMBER 1112-G- \_\_

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**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR  
2011 TO PAY DEBT SERVICE ON \$4,165,000 GENERAL OBLIGATION BONDS  
(ALTERNATE REVENUE SOURCE), SERIES 2005A OF THE VILLAGE OF  
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2011 TO PAY DEBT SERVICE ON \$4,165,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2005A OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

**WHEREAS**, the Village President and the Board of Trustees of the Village of Franklin Park (the "*Board*"), by Ordinance Number 0405-G-17, adopted on the 13<sup>th</sup> day of December 2004 (the "*Bond Ordinance*"), did provide for the issuance of \$4,165,000 General Obligation Bonds (Alternate Revenue Source), Series 2005A (the "*Bonds*"), and the levy of a direct annual real property tax sufficient to pay principal and interest on the Bonds; and

**WHEREAS**, the Village will have Incremental Property Taxes (as defined in the Bond Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2011 upon the real property within the Village to pay such debt service on the Bonds be abated.

**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. Incorporation of Preambles.** 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. Abatement of Tax.** The real property tax heretofore levied for the year 2011 by Ordinance Number 0405-G-17, to be collected in the year 2012, as provided in the Bond Ordinance in the indicated amount of \$328,997.50 be and is hereby, abated in its entirety to the extent heretofore levied.

**Section 3. Filing of Ordinance.** That upon the adoption of this Ordinance, the Village Clerk shall file, or cause to be filed, a certified copy hereof with the County Clerk of Cook County, Illinois, and it shall be the duty of said County Clerk to abate said tax levy upon real property for the year 2011 in accordance with the provisions hereof.

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

**Section 6. Effective Date.** 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 March 2012, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of March 2012.

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

ATTEST:

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

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

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**ORDINANCE**

NUMBER 1112-G- \_\_

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**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE  
YEAR 2011 TO PAY DEBT SERVICE ON \$8,155,000 GENERAL OBLIGATION  
BONDS (ALTERNATE REVENUE SOURCE), SERIES 2007 OF THE VILLAGE OF  
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2011 TO PAY DEBT SERVICE ON \$8,155,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2007 OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

---

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

**WHEREAS**, the Village President and the Board of Trustees of the Village of Franklin Park (the "*Board*"), by Ordinance Number 0708-G-27, adopted on the 3<sup>rd</sup> day of December 2007 (the "*Bond Ordinance*") and by Ordinance Number 0708-G-28, adopted on the 17<sup>th</sup> day of December 2007 (the "*Bond Order*"), did provide for the issuance of \$8,155,000 General Obligation Bonds (Alternate Revenue Source), Series 2007 (the "*Bonds*"), and the levy of a direct annual real property tax sufficient to pay principal and interest on the Bonds; and

**WHEREAS**, the Village will have Collective Tax Increment (as defined in the Bond Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2011 upon the real property within the Village to pay such debt service on the Bonds be abated.

**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. Incorporation of Preambles.** 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. Abatement of Tax.** The real property tax heretofore levied for the year 2011 by Bond Order, to be collected in the year 2012, as provided in the Bond Ordinance in the indicated amount of \$747,170.00 be and is hereby, abated in its entirety to the extent heretofore levied.

**Section 3. Filing of Ordinance.** That upon the adoption of this Ordinance, the Village Clerk shall file, or cause to be filed, a certified copy hereof with the County Clerk of Cook County, Illinois, and it shall be the duty of said County Clerk to abate said tax levy upon real property for the year 2011 in accordance with the provisions hereof.

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

**Section 6. Effective Date.** 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 March 2012, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of March 2012.

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

ATTEST:

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

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

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**ORDINANCE**

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

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**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A CONTRACTOR YARD  
AND OFFICE USE IN THE C-M COMMERCIAL MANUFACTURING DISTRICT  
(ZBA 12-01: 10211 FRANKLIN AVENUE)**

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

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

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

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A CONTRACTOR YARD AND OFFICE USE IN THE C-M COMMERCIAL MANUFACTURING DISTRICT (ZBA 12-01: 10211 FRANKLIN AVENUE)**

---

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

**WHEREAS**, the President and the Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, *et seq.*, of the Illinois Municipal Code by adopting the Franklin Park Zoning Ordinance in 1974 (Ord. 7475 Z10), as amended from time to time; and

**WHEREAS**, a conditional use application, ZBA 12-01, has been submitted to the Village by Anthem Excavation and Demolition, Inc. and Balik Family Revocable Trust (the “*Applicants*”) to allow within the C-M Commercial Manufacturing District the operation of a Contractor Yard and Office use (the “*Proposed Conditional Use*”) on the property commonly known as 10211 Franklin Avenue, Franklin Park, Illinois (the “*Property*”); and

**WHEREAS**, the Zoning Board of Appeals held a public hearing on February 8, 2012 on whether the Proposed Conditional Use should be approved, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, a public notice in the form required by law was given of said February 8, 2012 public hearing date; and

**WHEREAS**, the Zoning Board of Appeals has filed its findings of fact and

recommendations that the Proposed Conditional Use be granted, and the Corporate Authorities have duly considered said findings of fact and recommendations; and

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

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

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

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

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

1. The establishment, maintenance or operation of the Proposed Conditional Use, subject to the conditions set forth herein, will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. The Proposed Conditional Use, subject to the conditions set forth herein, will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. The Proposed Conditional Use, subject to the conditions set forth herein, will not impede the normal and orderly development of the surrounding property for uses permitted in the C-M Commercial Manufacturing District;
4. The Proposed Conditional Use will not affect the exterior architectural appeal and functional plan of structures already constructed as to cause a substantial



depreciation in property values within the neighborhood as the proposed plans will be an improvement upon the existing structure;

5. Adequate utilities, access roads, drainage and necessary facilities for the Proposed Conditional Use are already in place at the Property;
6. Ingress and egress for the Proposed Conditional Use, subject to the conditions set forth herein, shall minimally affect traffic congestion in the public streets;
7. The Proposed Conditional Use shall, in all other respects, conform to the applicable regulations of the C-M Commercial Manufacturing District.

**Section 4.** A Conditional Use, subject to the conditions set forth below, is hereby granted and issued for the operation of a Contractor Yard and Office use in the C-M Commercial Manufacturing District located at 10211 Franklin Avenue, Franklin Park, Illinois, and legally described as follows:

LOTS 5 AND 6 IN BLOCK 55 IN THIRD ADDITION TO FRANKLIN PARK BEING A SUBDIVISION OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

These conditional use permits are subject to the following conditions:

1. Except as specifically set forth herein, that this property be utilized essentially in accord with the submitted site plan dated 11-08-11;
2. That the operation and maintenance of the fuel storage tank shall comply with all federal, state and local laws, rules, statutes, ordinances, and orders;
3. That any and all construction debris shall not be stored outside except upon an emergency basis, and in the event of an emergency, no longer than five (5) consecutive days;
4. That any and all portable toilets on the property are strictly prohibited;
5. That the lot shall be paved before operations commence and such paving shall be maintained thereon throughout the life of this conditional use permit;
6. That an eight foot (8') opaque fence and an eight foot (8') barrier shall be installed and maintained around the perimeter of the Property;

7. That the use of the Property complies with all other codes and ordinances of the Village of Franklin Park;
8. That this conditional use permit shall be limited to Anthem Excavation and Demolition, Inc. and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Franklin Park Zoning Ordinance; and
9. This Ordinance shall be signed by the Applicant and owner of record to signify their agreement to the terms hereof.

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

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

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

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

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of March 2012, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of March 2012.

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

ATTEST:

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

**ACKNOWLEDGMENT BY APPLICANT AND OWNER OF RECORD: WE, THE UNDERSIGNED AUTHORIZED REPRESENTATIVES, AGREE TO THE CONDITIONS OF THIS ORDINANCE:**

\_\_\_\_\_  
Anthem Excavation and Demolition, Inc.

\_\_\_\_\_  
Balik Family Revocable Trust

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

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

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

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**ORDINANCE**

NUMBER 1112-Z- \_\_

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**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A CONTRACTOR YARD  
AND OFFICE USE IN THE C-M COMMERCIAL MANUFACTURING DISTRICT  
(ZBA 12-02: 10125 PACIFIC AVENUE)**

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

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

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

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A CONTRACTOR YARD AND OFFICE USE IN THE C-M COMMERCIAL MANUFACTURING DISTRICT (ZBA 12-02: 10125 PACIFIC AVENUE)**

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

**WHEREAS**, the President and the Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, *et seq.*, of the Illinois Municipal Code by adopting the Franklin Park Zoning Ordinance in 1974 (Ord. 7475 Z10), as amended from time to time; and

**WHEREAS**, a conditional use application, ZBA 12-02, has been submitted to the Village by D & D Stone, Inc. and Mako Properties, Inc. (the “*Applicants*”) to allow within the C-M Commercial Manufacturing District the operation of a Contractor Yard and Office use for granite and marble fabrication (the “*Proposed Conditional Use*”) on the property commonly known as 10125 Pacific Avenue, Franklin Park, Illinois (the “*Property*”); and

**WHEREAS**, the Zoning Board of Appeals held a public hearing on February 8, 2012 on whether the Proposed Conditional Use should be approved, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, a public notice in the form required by law was given of said February 8, 2012 public hearing date; and

**WHEREAS**, the Zoning Board of Appeals has filed its findings of fact and

recommendations that the Proposed Conditional Use be granted, and the Corporate Authorities have duly considered said findings of fact and recommendations; and

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

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

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

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

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

1. The establishment, maintenance or operation of the Proposed Conditional Use, subject to the conditions set forth herein, will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. The Proposed Conditional Use, subject to the conditions set forth herein, will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. The Proposed Conditional Use, subject to the conditions set forth herein, will not impede the normal and orderly development of the surrounding property for uses permitted in the C-M Commercial Manufacturing District;
4. The Proposed Conditional Use will not affect the exterior architectural appeal and functional plan of structures already constructed as to cause a substantial

depreciation in property values within the neighborhood as the proposed plans will be an improvement upon the existing structure;

5. Adequate utilities, access roads, drainage and necessary facilities for the Proposed Conditional Use are already in place at the Property;
6. Ingress and egress for the Proposed Conditional Use, subject to the conditions set forth herein, shall minimally affect traffic congestion in the public streets;
7. The Proposed Conditional Use shall, in all other respects, conform to the applicable regulations of the C-M Commercial Manufacturing District.

**Section 4.** A Conditional Use, subject to the conditions set forth below, is hereby granted and issued for the operation of a Contractor Yard and Office use for granite and marble fabrication in the C-M Commercial Manufacturing District located at 10125 Pacific Avenue, Franklin Park, Illinois, and legally described as follows:

LOTS 13 AND 14 AND THE VACATED ALLEY LYING SOUTH AND ADJOINING SAID LOTS, IN BLOCK 46 IN THIRD ADDITION TO FRANKLIN PARK, A SUBDIVISION OF SECTIONS 21 AND 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

These conditional use permits are subject to the following conditions:

1. That any and all storage of debris shall be stored within the structure on the Property, any and all outdoor storage of said debris being strictly prohibited;
2. That all employee parking shall occur on-site;
3. That a showroom on the property is strictly prohibited;
4. That the use of the Property complies with all other codes and ordinances of the Village of Franklin Park;
5. That this conditional use permit shall be limited to D & D Stone, Inc. and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Franklin Park Zoning Ordinance; and
6. This Ordinance shall be signed by the Applicant and owner of record to signify their agreement to the terms hereof.



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

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

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

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

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of March 2012, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of March 2012.

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

ATTEST:

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

**ACKNOWLEDGMENT BY APPLICANT AND OWNER OF RECORD: WE, THE UNDERSIGNED AUTHORIZED REPRESENTATIVES, AGREE TO THE CONDITIONS OF THIS ORDINANCE:**

\_\_\_\_\_  
D & D Stone, Inc.

\_\_\_\_\_  
Mako Properties, Inc.

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

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