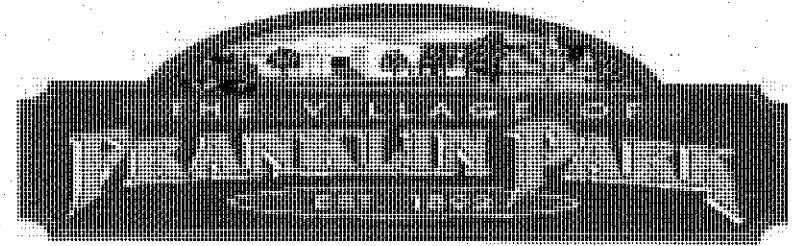


**VILLAGE OF FRANKLIN PARK
VOUCHER AND PAYMENT SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
04/02/12**

Payroll Ending	03/23/12	
Village Portion of Social Security	7,201.89	
Village Portion of Medicare	5,048.35	
Prior Month Village Portion of IMRF		
Gross Payroll	385,725.22	
Special Payrolls		
Total Payroll Expense		\$397,975.46
Garra Expense		\$0.00
Manual Checks & Wires		
Manual Checks	11,675.00	
CITY OF CHICAGO	234,376.88	
ALLIED WASTE	100,961.70	
Total Manual Checks & Wires		347,013.58
ACH Debits		
Health Insurance Premium	\$175,891.50	
Other		
Total ACH Debits		\$175,891.50
Total Voucher	760,378.69	\$760,378.69
Grand Total Payments		\$1,681,259.23

Accounts Payable Computer Check Proof List

User: cperez
Printed: 03/29/2012 - 2:27 PM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0787 SI-11334	1-800 BOARD UP BOARDUP FEES 10335 GRAND Check Total:	353.80 353.80	04/05/2012	Check Sequence: 1 10-13-53000	ACH Enabled: No
Vendor:3443 520998 521036	1st AYD Corporation WOODEN HANDLE, BROOMS, CORROSION PROTECT CRANK ROLL TOWELS, BOWL/GLASS CLEAN ETC Check Total:	45.86 415.34 881.20	04/05/2012 04/05/2012	Check Sequence: 2 08-01-89115 10-30-62030	ACH Enabled: No
Vendor:1259 044870/1 045048/1 045109/1	Ace Hardware OIL HOUSEHOLD 3.2OZ & BLACK SPRAYPAINT (2) RING HITCHINGS, RATCHET 10 FASTNERS, FERRULE STOP & FLUSH MOUNT Check Total:	6.98 28.97 25.88 61.83	04/05/2012 04/05/2012 04/05/2012	Check Sequence: 3 10-30-62040 10-30-62050 10-30-62050	ACH Enabled: No
Vendor:1260 044704/1 044778/1 044872/1	Ace Hardware KEROSENE, ROLLERCOAT EXTENSION CORD, LIGHT BULBS, LIGHTER MAT Check Total:	89.88 84.35 19.99 194.22	04/05/2012 04/05/2012 04/05/2012	Check Sequence: 4 34-01-69600 35-01-63070 34-01-69600	ACH Enabled: No
Vendor:1263 044944/1 045191/1	Ace Hardware CAULK & CAULKSAVER FOAM (MAYOR'S OFFICE) ULTRA KILL ANT & ROACH 17.5 OZ Check Total:	9.41 3.49 12.90	04/05/2012 04/05/2012	Check Sequence: 5 10-13-52200 10-13-52200	ACH Enabled: No
Vendor:3364 1245111-03-2012	ADP Screening & Selection MONTHLY SCREENING SERVICES 2/26-3/24 12 Check Total:	24.48	04/05/2012	Check Sequence: 6 10-60-59000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	24.48			
Vendor:3050	Air One Equipment, Inc.			Check Sequence: 7	ACH Enabled: No
79052	SOLARIS KIT, METER CALIBRATION, SCREW	84.50	04/05/2012	10-30-62120	
79077	BREATHING AIR QUALITY TEST	135.00	04/05/2012	10-30-62120	
79189	MANIFOLD ASSEMBLY TEST	291.00	04/05/2012	10-30-62120	
79310	40 TAIL COATS & BUNKER PANTS	70,560.00	04/05/2012	10-30-62180	
	Check Total:	71,070.50			
Vendor:3576	AIRGAS NORTH CENTRAL			Check Sequence: 8	ACH Enabled: No
105412154	CYLINDER RENTAL FOR TORCH	38.43	04/05/2012	34-01-62860	
	Check Total:	38.43			
Vendor:0149	Al Piemonte Ford Sales, Inc.			Check Sequence: 9	ACH Enabled: No
526843	SHIFT PLUNGER FOR 212	14.29	04/05/2012	08-01-50034	
527160	SHIFT TUBE FOR 236	39.58	04/05/2012	08-01-50034	
527553	WIRE ASSEMBLY (HEADLAMP PIGTAIL) FOR 871	58.19	04/05/2012	08-01-50020	
	Check Total:	112.06			
Vendor:4242	ALLDATA			Check Sequence: 10	ACH Enabled: No
03122012	ALL MAKES DATA SUBSCRIPTION -5/20/13	1,500.00	04/05/2012	08-01-89115	
	Check Total:	1,500.00			
Vendor:2017	AMERICANEAGLE.COM			Check Sequence: 11	ACH Enabled: No
150039	MONTHLY HOSTING FEE	275.00	04/05/2012	10-02-54300	
	Check Total:	275.00			
Vendor:5347	ARAMARK UNIFORM SERVICES			Check Sequence: 12	ACH Enabled: No
701-7576846	RUBBER MATS AND SCRAPERS	52.53	04/05/2012	10-20-52600	
701-7576847	RUBBER MATS AND SCRAPERS	69.88	04/05/2012	10-13-52600	
701-7578334	RUBBER MATS AND SCRAPERS	42.50	04/05/2012	10-30-62050	
701-7584620	RUBBER MATS AND SCRAPERS	52.53	04/05/2012	10-20-52600	
701-7584621	RUBBER MATS AND SCRAPERS	69.88	04/05/2012	10-13-52600	
701-7592379	RUBBER MATS AND SCRAPERS	69.88	04/05/2012	10-13-52600	
	Check Total:	357.20			
Vendor:2809	Artistic Engraving Co.			Check Sequence: 13	ACH Enabled: No
6329	FIREFIGHTER BADGES, SHIELD (12)	660.00	04/05/2012	10-30-40806	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	660.00			
Vendor:UB*00374	SVED & HAYAT ASGHAR Refund check Check Total:	22.96 22.96	03/26/2012	Check Sequence: 14 09-00-20100	ACH Enabled: No
Vendor:4447 SB698502	AT&T GLOBAL SERVICES, INC. MONTHLY MAINTENANCE PD LINES 3/25-4/24 Check Total:	726.68 726.68	04/05/2012	Check Sequence: 15 10-02-51200	ACH Enabled: No
Vendor:0717 850021744-2	AT&T LONG DISTANCE MONTHLY LONG DISTANCE MARCH 12 Check Total:	155.74 155.74	04/05/2012	Check Sequence: 16 10-02-51200	ACH Enabled: No
Vendor:4590 3000221375MAR12 3000221409FEB12 3000221443MAR12 3000221476MAR12 3000221500MAR12	BlueStar energy solutions 5228412016 2/17-3/19 2012 ELECTRICITY 2/17-3/19 2012 ELECTRICITY 0110107036 02/17-03/19 2012 ELECTRICITY 3291125046 2/17-3/19 2012 5228689026 ELECTRICITY 2/17-3/19 2012 1513111004 ELECTRICITY Check Total:	748.16 30.63 307.46 215.80 13.49 1,315.54	04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012	Check Sequence: 17 10-50-62330 35-01-62800 34-01-62800 35-01-62800 10-50-62330	ACH Enabled: No
Vendor:3858 201100018767	Tom Brown BICYCLE REIMBURSEMENT Check Total:	505.13 505.13	04/05/2012	Check Sequence: 18 10-20-60630	ACH Enabled: No
Vendor:3053 9130	Cambridge Business Forms WORK SHEETS (WHITE) Check Total:	636.65 636.65	04/05/2012	Check Sequence: 19 34-01-51800	ACH Enabled: No
Vendor:1771 249300061 249300096A 249300096B 249300096C	CAPITAL ONE PUBLIC LEASE 2493-00061 5/1/2012 LEASE #2493-00096 5/10/2012 LEASE #2493-00096 5/10/2012 LEASE #2493-00096 5/10/2012 Check Total:	34,000.00 4,955.43 1,771.11 647.57 41,374.11	04/05/2012 04/05/2012 04/05/2012 04/05/2012	Check Sequence: 20 10-20-80700 10-20-80350 10-30-80300 10-90-80300	ACH Enabled: No
Vendor:3236 2046-126430	CARQUEST ATTN: LARRY AUTO BATTERY, TIE ROD, ASSEMBLY, PAD Check Total:	-382.22	04/05/2012	Check Sequence: 21 08-01-50020	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2046-127043	BRAKE PAD SEMI MET FOR 218	53.99	04/05/2012		08-01-50034
2046-127045	FRICITION READY CALIPER, OIL SEAL FOR 218	170.58	04/05/2012		08-01-50034
2046-127123	48 OIL FILTERS	620.76	04/05/2012		08-01-50020
2046-127243	BATTERIES FOR 490 AND STOCK	281.24	04/05/2012		08-01-50020
2046-127279	IGNITION LOCK CYLINDER FOR 890	163.95	04/05/2012		08-01-50020
2046-127438	THERMOSTAT & GASKET FOR 890	5.31	04/05/2012		08-01-50020
2046-127449	COIL FOR 890	42.34	04/05/2012		08-01-50020
2046-127511	RED TAIL LAMP FOR STREET TRAILER	15.99	04/05/2012		08-01-50090
2046-127622	SWAY BAR LINK/SWAY BAR FRAME BUSH (232)	56.15	04/05/2012		08-01-50034
2046-127640	CAPSULE STANDARD FOR 871	35.49	04/05/2012		08-01-50020
2046-127698	COMBINATION SWITCH FOR 232/212	87.58	04/05/2012		08-01-50034
2046-127715	LICENSE SCREWS/FASTENERS FOR 871	5.25	04/05/2012		08-01-50020
	Check Total:	1,156.41			
Vendor:0549 662955	Certified Laboratories LAUNDRY DETERGENT (5) FOR SHOP USE	233.68	04/05/2012		Check Sequence: 22 08-01-89115
	Check Total:	233.68			ACH Enabled: No
Vendor:1420 410254 410365 410366	CLARK DIETZ, INC. RESERVOIR OVERFLOW PIPING 1/28-2/24 2012 IKE BUYOUT GRANT APP SVCS 1/28-2/24 IKE BUYOUT GRANT APP SVCS 1/28-2/24	1,080.00 9,280.70 2,883.65	04/05/2012 04/05/2012 04/05/2012		Check Sequence: 23 34-01-82800 10-12-82800 10-12-82800
	Check Total:	13,244.35			ACH Enabled: No
Vendor:3644 MARCH 2012	COMCAST CABLE INTERNET ACCESS/INSTALLATION	190.90	04/05/2012		Check Sequence: 24 10-02-51200
	Check Total:	190.90			ACH Enabled: No
Vendor:5257 0110107036MAR12 1513111004MAR12 1862148017MAR12 3195005070MAR12 3893073029MAR12 4683032004MAR12 5396076006MAR12 5732152069MAR12 5903506002MAR12	COMED MISC CHARGES ON ACCT# 0110107036 2/17-3/19 1513111004 DELIVERY SVCS ELECTRICITY 1862148017 2/13-3/13 2012 ELECTRICITY 3195005070 2/13-3/12 2012 3893073029 2/13-3/13 2012 ELECTRICITY 2/17-3/19 DELIVERY SVCS 4683032004 2/17-3/19 5396076006 DELIVERY SVCS ELECTRICITY 5732152069 2/13-3/12 ELECTRICITY 5903506002 2/13-3/13 2012	19.00 28.62 298.50 75.61 17.50 135.55 315.53 56.28 183.57	04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012		Check Sequence: 25 35-01-62800 10-50-62330 35-01-62800 10-50-62330 10-50-62330 10-50-62330 10-50-62330 10-50-62330 10-50-62330
	Check Total:	1,130.16			ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:2534 344	CONSTITUENT OUTREACH CONSULTAN EMAIL SRVCS:E-NEWSLTR,SOCIAL NETWRKING	1,500.00	04/05/2012	Check Sequence: 26 10-01-51885	ACH Enabled: No
352	EMAIL SRVCS:E-NEWSLTR,SOCIAL NETWRKING	1,500.00	04/05/2012	10-01-51885	
354	EMAIL SRVCS:E-NEWSLTR,SOCIAL NETWRKING	1,500.00	04/05/2012	10-01-51885	
357	EMAIL SRVCS:E-NEWSLTR,SOCIAL NETWRKING	1,500.00	04/05/2012	10-01-51885	
369	EMAIL SRVCS:E-NEWSLTR,SOCIAL NETWRKING	1,500.00	04/05/2012	10-01-51885	
370	TELEPHONE TOWN HALL MTG 3/1/12	1,700.00	04/05/2012	10-01-51885	
	Check Total:	9,200.00			
Vendor:1337 160108	Corporate Business Cards, Ltd MARCH VILLAGE NEWSLETTER	2,384.12	04/05/2012	Check Sequence: 27 10-01-51880	ACH Enabled: No
	Check Total:	2,384.12			
Vendor:1464 0000119575 089803	D & P CONSTRUCTION 30 YARD SWITCH STREET SWEEPINGS	300.00 356.00	04/05/2012 04/05/2012	Check Sequence: 28 09-01-64000 09-01-64000	ACH Enabled: No
	Check Total:	656.00			
Vendor:3202 18612 18618	DAI Environmental 3044 ROSE STREET, EPA WASTE REQUIREMENTS PROFESSIONAL SVCS 9353, 9451 BELMONT FEB	609.45 1,934.35	04/05/2012 04/05/2012	Check Sequence: 29 54-01-53500 54-01-50000	ACH Enabled: No
	Check Total:	2,543.80			
Vendor:5459 2023689272	DELUXE FOR BUSINESS TOP CHECK STUB, (3000) FLEX CHARGE	461.13	04/05/2012	Check Sequence: 30 10-01-50400	ACH Enabled: No
	Check Total:	461.13			
Vendor:5503 0000297458	DISCOVERY BENEFITS MONTHLY DEBIT CARD FEES MARCH 2012	300.00	04/05/2012	Check Sequence: 31 10-01-40999	ACH Enabled: No
	Check Total:	300.00			
Vendor:0002 APPLICATION#3	DMD SERVICES, INC. NEW POLICE STATION CONSTRUCTION (3/30)	91,800.00	04/05/2012	Check Sequence: 32 54-01-50000	ACH Enabled: No
	Check Total:	91,800.00			
Vendor:4705 T1659	DURA BILT FENCE II, INC. HIGH TEMPORARY FENCE INSTALLATION	2,160.00	04/05/2012	Check Sequence: 33 54-01-50000	ACH Enabled: No
	Check Total:	2,160.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4422 03202012	Eastern Il. University IL MUNICIPAL TREASURERS ASSOCIATION DUE Check Total:	80.00 80.00	04/05/2012	Check Sequence: 34 10-01-59000	ACH Enabled: No
Vendor:3278 35407	Elevator Inspection Svc. Co. 9201 BELMONT/9407 CHESTNUT ELEVATOR INSP Check Total:	50.00 50.00	04/05/2012	Check Sequence: 35 10-13-60550	ACH Enabled: No
Vendor:5609 100587800290MAR 200899900110MAR	EXELON ENERGY 2/7-3/4 2012 EE1005878 2/6-3/5 2012 EE2008999 Check Total:	3,205.14 20,052.25 23,257.39	04/05/2012 04/05/2012	Check Sequence: 36 34-01-62800 35-01-62800	ACH Enabled: No
Vendor:1825 11-0104.01-8	FGM/SRBL ARCHITECTS POLICE STATION PROF SVCS FEB 2012 Check Total:	180,947.50 180,947.50	04/05/2012	Check Sequence: 37 54-01-50000	ACH Enabled: No
Vendor:0982 201210130	FIREFIGHTING SERVICES, LLC OPRTNL GUIDES RESIDENT-COMMERCIAL FIRES Check Total:	130.00 130.00	04/05/2012	Check Sequence: 38 10-30-52001	ACH Enabled: No
Vendor:5243 28886978	FLEET SERVICES/ WRIGHT EXPRESS FUEL PURCHASES MARCH 2012 (3699594127) Check Total:	23.35 23.35	04/05/2012	Check Sequence: 39 34-01-50200	ACH Enabled: No
Vendor:0502 2112 21712	FLOORS & WALLS UNLIMITED BISQUE/BROWN(2) PAINT BLACK PAINT Check Total:	118.94 18.55 137.49	04/05/2012 04/05/2012	Check Sequence: 40 34-01-69600 10-90-62590	ACH Enabled: No
Vendor:0050 1824138 512013297 512032061	GALLS INCORPORATED 15 RIOT HELMETS 5 RIOT HELMETS & 4 SHIELDS RIOT HELMET FACE SHIELD W/STRAP Check Total:	2,078.41 1,013.86 383.94 3,476.21	04/05/2012 04/05/2012 04/05/2012	Check Sequence: 41 10-20-80570 10-20-80570 10-20-80570	ACH Enabled: No
Vendor:3510 PINV407796 PINV407814	GARVEY'S OFFICE PRODUCTS ENGRAVED SIGNS, NAMEPLATES, PENS, JACKET TONER, STAPLES, LAM POUCH, STICKY NOTES	288.86 271.86	04/05/2012 04/05/2012	Check Sequence: 42 10-01-50400 10-20-50400	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
PINV407842	POCKET FILE	61.98	04/05/2012	10-01-50400	
PINV410374	ADVIL, BATTERY,TAPE, POST ITS, FOLDER	139.34	04/05/2012	34-01-62590	
PINV410925	ENGRAVED SIGNS (7), NAMEPLATES (2)	113.93	04/05/2012	10-13-50400	
PINV414769	PAPERCLIP, TAPE, POST IT NOTES,PAPER	488.19	04/05/2012	10-20-50400	
	Check Total:	1,364.16			
Vendor:0086 402855-001	Geib Industries, Inc. COUPLER	12.00	04/05/2012	Check Sequence: 43 35-01-50150	ACH Enabled: No
	Check Total:	12.00			
Vendor:4732 1156160	GLENROCK COMPANY BLACK BEAUTY FINE GRADE (6)	72.00	04/05/2012	Check Sequence: 44 34-01-69600	ACH Enabled: No
	Check Total:	72.00			
Vendor:5200 9770974294 9774308838	GRAINGER CABLE TIES (14) FOR SAND BAGS CABLE TIES FOR SAND BAGS (20)	94.50 141.40	04/05/2012 04/05/2012	Check Sequence: 45 35-01-63070 35-01-62070	ACH Enabled: No
	Check Total:	235.90			
Vendor:4016 03202012B 03202012S	GRYPHON TRAINING GROUP INC TRAVELER CRIME AND THE ELDERLY SEMINAR TRAVELER CRIME AND THE ELDERLY SEMINAR	125.00 125.00	04/05/2012 04/05/2012	Check Sequence: 46 10-20-52001 10-20-52001	ACH Enabled: No
	Check Total:	250.00			
Vendor:5604 438827-APRIL 12	GUARDIAN LIFE INSURANCE-APPLET DENTAL HMO APRIL 2012	757.25	04/05/2012	Check Sequence: 47 10-52-62390	ACH Enabled: No
	Check Total:	757.25			
Vendor:1555 19351 19352 19353 19354 19498	H & H ELECTRIC COMPANY TRAFFIC SIGNAL CONTRACT MAINT 916-101511 TRAFFIC SIGNAL CONTRACT MAINT 1016-1115 TRAFFIC SIGNAL CONTRACT MAINT 11/1612/15 TRAFFIC SIGNAL CONTRACT MAINT 12/16-1/15 TRAFFIC SIGNAL CONTRACT MAINT 1-16-2-15	1,140.00 1,140.00 1,140.00 1,140.00 1,140.00	04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012	Check Sequence: 48 10-90-62690 10-90-62690 10-90-62690 10-90-62690 10-90-62690	ACH Enabled: No
	Check Total:	5,700.00			
Vendor:0063 32671	HIGH PSI LTD. OIL,HOSE,CLAMP & LABOR FOR GRAFFITI	92.93	04/05/2012	Check Sequence: 49 34-01-69600	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	92.93			
Vendor:5204 176322 176536 176643 178205 179340 180858	HILL MECHANICAL GROUP NO HEAT AT 9500 BELMONT NO HEAT 9535 BELMONT COMPUTER ROOM PRO 9545 BELMONT ANNUAL MAINTENANCE 10920 KING ST BOILER DOWN AT 9535 BELMONT ANNUAL MAINTENANCE 9545 BELMONT Check Total:	802.62 441.68 1,511.22 31.05 839.65 111.27 3,737.49	04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012	Check Sequence: 50 10-13-52600 10-13-52600 10-13-52600 10-13-52600 10-13-52600 10-13-52600	ACH Enabled: No
Vendor:1860 RCB8697	IL COUNTIES RISK MANAGEMENT TR MONTHLY PREMIUM APRIL 2012 Check Total:	88,586.80 88,586.80	04/05/2012	Check Sequence: 51 10-32-62200	ACH Enabled: No
Vendor:0309 3230 3245	IL Tactical Officers Assoc. MOBILE FIELD FORCE TRAINING MOBILE FIELD FORCE CONCEPTS ROSS Check Total:	135.00 135.00 270.00	04/05/2012 04/05/2012	Check Sequence: 52 10-20-52001 10-20-52001	ACH Enabled: No
Vendor:5327 27007 27007A	INDUSTRIAL & WHOLESALE LUMBER CHAIN SAW CABINET- LUMBER SHORING LUMBER Check Total:	379.98 100.00 479.98	04/05/2012 04/05/2012	Check Sequence: 53 10-90-62600 34-01-62070	ACH Enabled: No
Vendor:2084 26800 26801	J.G. UNIFORMS CUSTOM TACTICAL VEST COVER W/PULL OUT CUSTOM MOLLE VEST COVER POLICE PATCH Check Total:	42.00 73.75 115.75	04/05/2012 04/05/2012	Check Sequence: 54 10-20-60332 10-20-60332	ACH Enabled: No
Vendor:1534 164410	JKS VENTURES, INC. 87.4 TONS OF STONE Check Total:	1,463.95 1,463.95	04/05/2012	Check Sequence: 55 10-90-62660	ACH Enabled: No
Vendor:4831 03022012	JOHLER DEMOLITION INC DEPOSIT MONEY REFUND FOR METER 70206218 Check Total:	1,807.56 1,807.56	04/05/2012	Check Sequence: 56 34-01-62856	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3233 211907 211981 212012	Just Tires FLAT REPAIR TIRES FOR POLICE CARS TIRE AUTO REPAIR FOR 878 TIRE FOR 881 Check Total:	45.00 30.00 115.95 190.95	04/05/2012 04/05/2012 04/05/2012	Check Sequence: 57 08-01-50020 08-01-50020 08-01-50020	ACH Enabled: No
Vendor:1252 201889 201910	KAPLAN PAVEMENT SERVICES EZ STREET COLD ASPHALT EZ STREET COLD ASPHALT Check Total:	1,890.00 1,890.00 3,780.00	04/05/2012 04/05/2012	Check Sequence: 58 10-90-82781 10-90-82781	ACH Enabled: No
Vendor:2462 03232012	KARYN RIOS/IFSAP MEMBERSHIP MEMBERSHIP RENEWAL FOR 2012 Check Total:	45.00 45.00	04/05/2012	Check Sequence: 59 10-30-59000	ACH Enabled: No
Vendor:0110 2776 2778	KRIETER CONCRETE CONST. REPAIR SIDEWALK 10420 GRAND SEWER REPAIR ERNST & FRONT, EDG.SCHILLER Check Total:	1,660.00 4,665.00 6,325.00	04/05/2012 04/05/2012	Check Sequence: 60 35-01-63070 35-01-63070	ACH Enabled: No
Vendor:0937 25959	Lauterbach & Amen,Llp PROF SVCS RENDERED-PAYROLL HR FEB 12 Check Total:	5,400.00 5,400.00	04/05/2012	Check Sequence: 61 10-01-67590	ACH Enabled: No
Vendor:1333 9300227192 9300668140 9300675263 9300708170	Lawson Products, Inc. EQUIPMENT 1 STAINLESS STEEL, 200 WASHERS, SCREWS 5 GAL GRAFITTI PAINT REMOVER HEX CAP SCREWS, FUSES,BLACK NYLON. ETC Check Total:	27.86 184.60 1,135.80 193.83 1,542.09	04/05/2012 04/05/2012 04/05/2012 04/05/2012	Check Sequence: 62 10-90-50110 10-90-62610 34-01-69600 08-01-89115	ACH Enabled: No
Vendor:4850 N3154308 N3156673	MAILFINANCE LEASE 07040129 APRIL 12 - JULY 11 2012 13-APRIL- 12-MAY 2012 LEASE 07051013 Check Total:	562.64 452.14 1,014.78	04/05/2012 04/05/2012	Check Sequence: 63 10-01-50930 10-01-50930	ACH Enabled: No
Vendor:0437 13529	MAJOR JANITORIAL TOWELS, TISSUES, COFFEE CUPS, KLEENEX Check Total:	2,209.08	04/05/2012	Check Sequence: 64 10-13-52200	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,209.08			
Vendor:4403 64655	Martin Mack Fire and Safety INSPECTION, MAINTENANCE & CERT FIRE UNIT Check Total:	51.80 51.80	04/05/2012	Check Sequence: 65 10-30-62050	ACH Enabled: No
Vendor:0131 75454	MENARDS - MELROSE PARK 2" LOUVERED MINI-VENT (3)- SANDBAG BOX Check Total:	20.94 20.94	04/05/2012	Check Sequence: 66 35-01-63070	ACH Enabled: No
Vendor:2046 73832A	MID AMERICAN WATER INC. REPAIR CLAMPS (21) Check Total:	4,547.68 4,547.68	04/05/2012	Check Sequence: 67 34-01-62860	ACH Enabled: No
Vendor:0329 293843	MONROE TRUCK EQUIPMENT K-ASK VALVES & KNOBS (2) Check Total:	57.04 57.04	04/05/2012	Check Sequence: 68 10-90-50110	ACH Enabled: No
Vendor:4013 153915	NEMRT ARREST SEARCH/SEIZURE UPDATE 2/14-2/16 Check Total:	50.00 50.00	04/05/2012	Check Sequence: 69 10-20-52001	ACH Enabled: No
Vendor:2785 117857	NEXTIME, INC. PARTS AND LABOR FOR TIMECLOCK Check Total:	136.00 136.00	04/05/2012	Check Sequence: 70 10-90-62590	ACH Enabled: No
Vendor:2033 50158 50164 50171 50174 50182 50183	NICK'S SALES AND SERVICE MOWER BLADES (2) TUNE PARTS FOR WALKBEHIND MOWER ARMREST KIT FOR TORO MOWER OIL FILTER/OIL (12) AIR FILTER,SPRINGS TUNE PARTS FOR YARDMAN MOWER OIL & HEADS FOR WEED WACKERS (2 EACH) Check Total:	58.90 47.21 128.55 77.30 61.10 90.40 463.46	04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012	Check Sequence: 71 08-01-50034 08-01-50034 08-01-50034 08-01-50034 08-01-50034	ACH Enabled: No
Vendor:4922 8322680000FEB12 87873543729FEB	NICOR GAS 83226800007 1/30-2/29 2012 HEATING 87873543729 10/25/11-2/27/12 HEATING	445.11 87.24	04/05/2012 04/05/2012	Check Sequence: 72 34-01-62940 35-01-52450	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	532.35			
Vendor:2107 278-001512 278-001514	Norcomm Public Safety Comm. POLICE RECORDS MGMT STAFF NORCOM 911 DISPATCH STAFF Check Total:	11,074.58 60,283.66 71,358.24	04/05/2012 04/05/2012	Check Sequence: 73 10-20-60400 10-14-40220	ACH Enabled: No
Vendor:1887 8320	Northern IL Police Alarm Sys. LANGUAGE LINE JANUARY 2012 ITEM 2 Check Total:	22.50 22.50	04/05/2012	Check Sequence: 74 10-20-60320	ACH Enabled: No
Vendor:3227 10413-1 10413-10 10413-11 10413-2 10413-3 10413-4 10413-5 10413-6 10413-7 10413-8 10413-9 10414	ODELSON & STERK, LTD AIKCO LIGHTING EEOC GENERAL UNION PACIFIC BRIDGE TOWER MEDIA CENTER POINT POLICE STATION EEOC ZONING ORDINANCES GENERAL 3010 N. MANNHEIM ROAD PROF SVCS Check Total:	123.75 26.90 24.70 123.75 577.50 1,031.25 301.25 1,072.50 1,567.50 1,897.50 17,483.75 2,017.50 26,247.85	04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012 04/05/2012	Check Sequence: 75 10-72-62557 10-72-62557 10-72-62557 10-72-62557 10-72-62557 54-01-51000 54-01-51000 10-72-62557 10-72-62557 10-72-62557 12-01-62557	ACH Enabled: No
Vendor:1616 601822942001	Office Depot BLACK OFFICE CHAIR Check Total:	149.98 149.98	04/05/2012	Check Sequence: 76 10-01-50400	ACH Enabled: No
Vendor:1105 1200939	OLSSON ROOFING COMPANY LEAK INVESTIGATION & ROOF REPAIR Check Total:	1,828.00 1,828.00	04/05/2012	Check Sequence: 77 10-13-52600	ACH Enabled: No
Vendor:0142 P50C0773560	Patten Industries, Inc. BELT SET Check Total:	36.57 36.57	04/05/2012	Check Sequence: 78 10-90-50110	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3824 0303898-IN	Paul Conway Shields RESPONDER HI VIS PARKA (NAVY COLOR) Check Total:	259.95 259.95	04/05/2012	Check Sequence: 79 10-30-62180	ACH Enabled: No
Vendor:1578 1842097-MR12	PITNEY BOWES GLOBAL FINANCIAL LEASE 1842097 4/10-7/10 2012 Check Total:	1,098.00 1,098.00	04/05/2012	Check Sequence: 80 10-01-50930	ACH Enabled: No
Vendor:4235 21838524862-312	PITNEY BOWES PURCHASE POWER POSTAGE METER REFILL 8000909006421700 Check Total:	1,421.00 1,421.00	04/05/2012	Check Sequence: 81 10-01-51500	ACH Enabled: No
Vendor:1166 2/720830	Prosafety Inc (12)GLOVE, RATCHET, BACK SUPPORT,BOOTS Check Total:	144.80 144.80	04/05/2012	Check Sequence: 82 35-01-62070	ACH Enabled: No
Vendor:1096 77618 77619	Radco Communications, Inc. REPAIR LOCKOUT SWITCH FOR UNIT 873 REPAIRS TO SIREN BOX FOR 871 Check Total:	35.00 188.43 223.43	04/05/2012 04/05/2012	Check Sequence: 83 08-01-50020 08-01-50020	ACH Enabled: No
Vendor:0627 0050734-IN 0050991-IN	RAY O'HERRON BLUE FPPD SHIRT 6 PKT NAVY PANTS Check Total:	36.95 33.00 69.95	04/05/2012 04/05/2012	Check Sequence: 84 10-20-60560 10-20-60590	ACH Enabled: No
Vendor:4651 1290000003163	Red Wing Shoe Store FIRE BOOT FOR 4473 BREHM Check Total:	210.99 210.99	04/05/2012	Check Sequence: 85 10-30-40806	ACH Enabled: No
Vendor:2872 L70543-001	Reebie Storage SCALE USE Check Total:	45.00 45.00	04/05/2012	Check Sequence: 86 10-20-60330	ACH Enabled: No
Vendor:1879 2190137	RESTOCKIT.COM BATTERY STICK FOR SUPERSTINGER Check Total:	290.43 290.43	04/05/2012	Check Sequence: 87 10-20-60330	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4707 04162012	RHC Training Center BLS TRAINING SESSION 4/16,4/19 SHAMIE Check Total:	250.00 250.00	04/05/2012	Check Sequence: 88 10-30-82080	ACH Enabled: No
Vendor:1017 21087693	Ricoh Customer Finance Corp. 036-0027470-000 COPIER LEASE MAR12 Check Total:	619.41 619.41	04/05/2012	Check Sequence: 89 10-02-80001	ACH Enabled: No
Vendor:1735 03162012	ROBERT MICHALOWSKI ARCHITECTURAL FEES APRIL 2012 Check Total:	1,417.00 1,417.00	04/05/2012	Check Sequence: 90 10-12-52925	ACH Enabled: No
Vendor:2419 1230807	Russo's Power Equipment 52" STANDING MOWER Check Total:	5,700.00 5,700.00	04/05/2012	Check Sequence: 91 10-90-82630	ACH Enabled: No
Vendor:0886 3410237788138	SAM'S CLUB FIRE DEPARTMENT MEMBERSHIP 5/27/12 Check Total:	135.00 135.00	04/05/2012	Check Sequence: 92 10-30-59000	ACH Enabled: No
Vendor:0479 0072556-IN	Sirchie Finger Print Lab. LIQUITAC FACE SHIELD, CONVERTER BAND Check Total:	52.60 52.60	04/05/2012	Check Sequence: 93 10-20-60630	ACH Enabled: No
Vendor:3739 215898	SMG Security Systems, Inc. MONITORING B/A SYSTEM AT 9501 BELMONT Check Total:	105.00 105.00	04/05/2012	Check Sequence: 94 10-90-62590	ACH Enabled: No
Vendor:0721 20920 616973	Speed-O-Lite Printing Center 500 BUSINESS CARDS VONESH 1000 CODE VIOLATION FORMS Check Total:	83.00 222.40 305.40	04/05/2012 04/05/2012	Check Sequence: 95 10-30-59000 10-13-51800	ACH Enabled: No
Vendor:3795 C72645	Standard Equipment Company CYLINDER, BALL SOCKET Check Total:	941.90 941.90	04/05/2012	Check Sequence: 96 08-01-50009	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1859	START GROUP			Check Sequence: 97	ACH Enabled: No
S012-3-16	FIRST AID CLASSROOM AND SKILLS TRAINING	500.00	04/05/2012	10-90-52000	
S012-3-16A	FIRST AID CLASSROOM AND SKILLS TRAINING	250.00	04/05/2012	35-01-52000	
S012-3-16B	FIRST AID CPR & AED BOOKS	260.00	04/05/2012	34-01-52000	
	Check Total:	1,010.00			
Vendor:0845	STEINER			Check Sequence: 98	ACH Enabled: No
S003900034.001	GENERATOR FILTER CHANGE/CLEANING AT KING	707.23	04/05/2012	34-01-62860	
S003900051.001	GENERATOR MAINTENANCE AT PUMPHOUSE	849.95	04/05/2012	34-01-62860	
S003900632.001	DAY TANK REPAIR AT PUMP HOUSE	996.25	04/05/2012	34-01-62860	
S003900667.001	OIL/FILTER CHANGE GENERATOR AT KING ST	705.55	04/05/2012	34-01-62860	
	Check Total:	4,258.98			
Vendor:0340	Storino, Ramello & Durkin			Check Sequence: 99	ACH Enabled: No
57481	PROFESSIONAL & LEGAL SVCS FRANKLIN AVE	700.00	04/05/2012	42-01-62557	
57703	GENERAL CORPORATE LEGAL MATTERS	350.70	04/05/2012	10-72-62557	
57704	KINGS POINT GENERAL CEMENT PROF SVCS	152.25	04/05/2012	10-72-62557	
	Check Total:	1,202.95			
Vendor:0183	SUBURBAN WELDING STEEL, LLC			Check Sequence: 100	ACH Enabled: No
49177	TRUCK 233 PLOW HITCH	1,480.00	04/05/2012	10-90-50110	
49216	REBUILD SALT SPREADER	635.85	04/05/2012	10-90-50110	
49404	TRUCK 220 REPAIR (DOG EARS)	567.77	04/05/2012	10-90-50110	
	Check Total:	2,683.62			
Vendor:5462	SUN LIFE & HEALTH INS. CO.			Check Sequence: 101	ACH Enabled: No
218110APRIL12	MONTHLY DISABILITY APRIL 2012	3,108.40	04/05/2012	10-52-62370	
	Check Total:	3,108.40			
Vendor:0444	SUN-TIMES MEDIA			Check Sequence: 102	ACH Enabled: No
0000073790	TRADE PACKAGES FOR MTI	220.80	04/05/2012	54-01-59000	
0000073790-1	AD 246443 PUBLISHED 2/23 ZBA12-03	82.40	04/05/2012	10-12-53170	
0000073790A	AD 246448 PUBLISHED 2/23 ZBA12-04	48.80	04/05/2012	10-12-53170	
0000073790B	AD 246452 PUBLISHED 2/23 ZBA12-05	52.00	04/05/2012	10-12-53170	
	Check Total:	404.00			
Vendor:4670	SuperValu/Albertsons			Check Sequence: 103	ACH Enabled: No
03202012-1	FLOUR, SUGAR, WATER (5) GREENBEANS (27)	114.08	04/05/2012	10-01-59000	
03202012-2	COFFEE (11) SUGAR (4) CREAM (3)	135.44	04/05/2012	10-01-59000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	249.52			
Vendor:0749 28379	DAVE TALBOTT PUBLIC RIGHT OF WAY SEMINAR Check Total:	255.00 255.00	04/05/2012	Check Sequence: 104 10-13-52000	ACH Enabled: No
Vendor:1792 183218	THE COLOR SHOPPE ACTIVATOR, GRAY PRIMER, VELCRO FILM Check Total:	630.65 630.65	04/05/2012	Check Sequence: 105 35-01-63070	ACH Enabled: No
Vendor:1462 INV00477973	THE KNOX COMPANY RESIDENTIAL KNOX BOX PROGRAM Check Total:	2,003.00 2,003.00	04/05/2012	Check Sequence: 106 10-30-52001	ACH Enabled: No
Vendor:0617 88009	THE SIDWELL COMPANY 4TH EDITION COOK COUNTY LEASE ATLASES Check Total:	382.00 382.00	04/05/2012	Check Sequence: 107 10-12-51700	ACH Enabled: No
Vendor:5423 14413 14413A	THIRD MILLENNIUM MARCH 2012 UTILITY BILL RENDERING MARCH 2012 UTILITY BILL RENDERING Check Total:	1,474.22 793.81 2,268.03	04/05/2012 04/05/2012	Check Sequence: 108 34-01-62857 35-01-62857	ACH Enabled: No
Vendor:0190 77930	Thrift 'n Swift, Inc. 500 BUSINESS CARDS Check Total:	15.94 15.94	04/05/2012	Check Sequence: 109 10-20-51600	ACH Enabled: No
Vendor:3020 F91485250101	TIGERDIRECT.COM 2 ULTRA KNIGHT TOP LOAD BAG Check Total:	52.03 52.03	04/05/2012	Check Sequence: 110 10-02-50700	ACH Enabled: No
Vendor:3694 97274	Tire Town North BEAD SEALS, VALVE, LABOR Check Total:	142.95 142.95	04/05/2012	Check Sequence: 111 10-90-50110	ACH Enabled: No
Vendor:0414 960031224-110	U.S. CELLULAR MONTHLY CELL CHARGES MAR 12 CLARK DIETZ	99.04	04/05/2012	Check Sequence: 112 10-02-80300	ACH Enabled: No

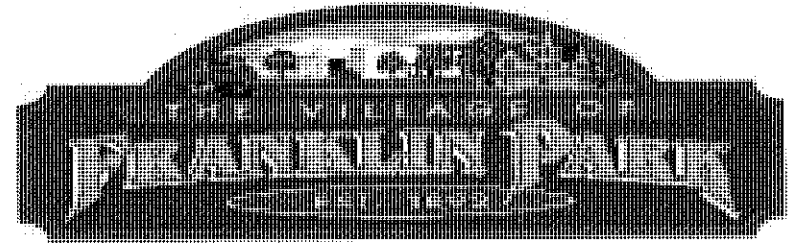
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	99.04			
Vendor:3149 616728	USA BLUEBOOK FIREMAN STYLE INSULATED BOOTS Check Total:	268.42 268.42	04/05/2012	Check Sequence: 113 34-01-62070	ACH Enabled: No
Vendor:2990 212194	V3 Consultants Ltd of Illinois USEPA CLEANUP GRANT 1/29-2/25 2012 Check Total:	20,054.57 20,054.57	04/05/2012	Check Sequence: 114 42-01-67590	ACH Enabled: No
Vendor:3555 63246 63292	VCG UNIFORM SHIRT & FLAG SHIRTS,FLAGS (3) Check Total:	40.45 108.00 148.45	04/05/2012 04/05/2012	Check Sequence: 115 10-30-40806 10-30-40806	ACH Enabled: No
Vendor:0199 154024	Vollmar Clay Products Co. 24 SPACER RINGS Check Total:	452.00 452.00	04/05/2012	Check Sequence: 116 35-01-63070	ACH Enabled: No
Vendor:3563 4620	Warthog Products, Ltd. LADDER #2 CARBIDE TIP Check Total:	100.00 100.00	04/05/2012	Check Sequence: 117 10-30-80570	ACH Enabled: No
Vendor:0202 0230923	WATER PRODUCTS - AURORA FIRE HYDRANT MAIN VALVE Check Total:	32.50 32.50	04/05/2012	Check Sequence: 118 34-01-62860	ACH Enabled: No
Vendor:5265 03142012	WEBER, NICK WATER SAMPLE MAILING Check Total:	11.89 11.89	04/05/2012	Check Sequence: 119 34-01-51500	ACH Enabled: No
Vendor:0789 58764 58803 58868	Wernick Key & Lock Service DOOR TIGHTENED/ALIGNED AT 9545 BELMONT. 6 KEYS KEYLOCK FOR 890 Check Total:	292.50 22.50 35.00 350.00	04/05/2012 04/05/2012 04/05/2012	Check Sequence: 120 10-20-52600 10-20-52600 08-01-50020	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:5255 0007291-IN	WEST CENTRAL 65 EMPLOYEES 2012 Check Total:	1,144.65 1,144.65	04/05/2012	Check Sequence: 121 10-52-62417	ACH Enabled: No
Vendor:3929 6078357251 824550384	West Payment Center IL CRIMINAL LAW AND PROCEDURE FULL SET WEST INFORMATION CHARGES FEB 12 Check Total:	369.75 130.90 500.65	04/05/2012 04/05/2012	Check Sequence: 122 10-20-52001 10-20-60560	ACH Enabled: No
Vendor:1133 173 174 182	WHE DISTRIBUTION, WHITE HOUSE PELICAN UNIT #1 REPAIRS 40 LABOR PARTS FOR REPAIRS TO SWEEPER 2 STEERING CYLINDER REPLACEMENT SWEEPER 1 Check Total:	3,800.00 3,800.00 855.00 8,455.00	04/05/2012 04/05/2012 04/05/2012	Check Sequence: 123 08-01-50009 08-01-50009 08-01-50009	ACH Enabled: No
Vendor:5318 000191713 000191863 000191867 000191974	WHOLESALE DIRECT OVAL LED S/C WARNING BRACKETS, LED MARKER RED ROCKER SWITCH, ON-OFF GREEN LED WORK LIGHT CLEAR Check Total:	373.70 303.17 17.85 258.42 953.14	04/05/2012 04/05/2012 04/05/2012 04/05/2012	Check Sequence: 124 35-01-50100 34-01-50100 34-01-50100 08-01-50034	ACH Enabled: No
Vendor:1800 23802 23840	WIRFS Industries, Inc REPAIRS TO 475 REPAIRS OF LADDER TRUCK #2 Check Total:	5,173.00 5,676.90 10,849.90	04/05/2012 04/05/2012	Check Sequence: 125 08-01-50030 08-01-50030	ACH Enabled: No
Vendor:0207 1277365-1	ZENGER'S INDUSTRIAL 8 IN BENCH GRINDER/TOOLS/ADAPTORS Check Total:	205.55 205.55	04/05/2012	Check Sequence: 126 10-90-62070	ACH Enabled: No
	Total for Check Run:	760,378.69			
	Total Number of Checks:	126			

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 03/29/2012 - 2:59 PM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0760			G & S TRAILER REPAIR				
				302531	03/21/2012		
03212012	2,000.00	03/27/2012	CONTAINER FOR SANDBAGS			35-01-63070	
Total for Check	2,000.00						
Total for 0760	2,000.00						
Vendor: 3210			ENTERTAINMENT MGT GROUP				
				302647	03/27/2012		
03272012	9,675.00	03/27/2012	DEPOSIT FOR ENTERTAINMENT FOR RR DAZE12			10-61-69561	
Total for Check	9,675.00						
Total for 3210	9,675.00						
<hr/>							
Total Checks:	11,675.00						

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1112-R-___

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS WITH REGARD TO CLOSED SESSION MINUTES**

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

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

RESOLUTION NUMBER 1112-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS WITH REGARD TO CLOSED SESSION MINUTES**

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 Village Board of Trustees of the Village (the "*Corporate Authorities*") have undertaken a review of closed session minutes that have not been released to the public and finds that the need for confidentiality remains as to all such minutes.

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

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

Section 2. The need for confidentiality still exist as to all closed session minutes that have not been made available for public inspection, and that such minutes shall remain confidential.

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

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

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

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of April 2012, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of April 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-VC- __

**AN ORDINANCE AMENDING CHAPTER THREE OF TITLE SIX OF THE VILLAGE
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(ELECTRIC VEHICLE PARKING)**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 04/02/12
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 1112-VC- __

**AN ORDINANCE AMENDING CHAPTER THREE OF TITLE SIX OF THE VILLAGE
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(ELECTRIC VEHICLE PARKING)**

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 parking and charging of electric vehicles.

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 3 (“*Parking Regulations*”) of Title 6 (“*Motor Vehicles and Traffic*”) of the Village Code of Franklin Park is hereby amended by adding the following new underlined section to read, as follows:

6-3-8: ELECTRIC VEHICLE PARKING:

- (a) Electric vehicle charging stations located on village property or village controlled property are reserved for parking and charging electric vehicles only.
- (b) When a sign is posted providing notice that a space is a designated electric vehicle charging station, no person shall park or stand any non-electric vehicle in a designated electric vehicle charging station space.
- (c) Any electric vehicle in a designated electric vehicle charging station space and not electrically charging or is parked beyond the days and hours designated or fails to pay any applicable fee on regulatory signs posted at or near the space, shall be subject to a fine and towing, except that any electric vehicle shall pay no applicable fee during designated days and hours for the time period May 1, 2012 to and including April 30, 2014. No village officer or official shall be eligible to park an electric vehicle owned, registered and operated by them at no charge.
- (d) For purposes of this section, “electric vehicle” shall mean a licensed (i) battery-powered electric vehicle operated solely by electricity or (ii) a plug-in hybrid electric vehicle that operates on electricity and gasoline and has a battery that can be recharged from an external source and is allowed to be driven on public roadways and does not have restrictions confining it to operate on only certain types of streets or roads the term “charging” shall mean an electric vehicle parked at an electric vehicle charging station and connected to charging equipment.
- (e) A violation of any part of this section is a petty offense for which a \$250 fine shall be imposed for a first violation, and a \$500 fine shall be imposed for second or subsequent violations.

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.

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of April 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-VC- __

**AN ORDINANCE AMENDING CHAPTER ONE OF TITLE SIX OF THE
VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, ILLINOIS
(VEHICLE LICENSE FEE)**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 04/02/12
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 1112-VC- __

**AN ORDINANCE AMENDING CHAPTER ONE OF TITLE SIX OF THE
VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, ILLINOIS
(VEHICLE LICENSE FEE)**

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

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

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

Section 2. Chapter 1 ("*Vehicle Licenses*") of Title 6 ("*Motor Vehicles and Traffic*") of the Village Code of Franklin Park is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

6-1-5: LICENSE FEES FOR FIRST DIVISION:

- A. All persons residing within and all firms or corporations whose offices are in the village who own and operate a vehicle of the first division as described in section 6-1-2 of this chapter, except those provided for in subsections B and C of this section, shall pay a fee of thirty dollars (\$30.00), on or before June 30, for each license year for each such vehicle owned or operated, regardless of the horsepower or make of such vehicle.
- B. All owners of vehicles of the first division residing within the corporate limits of the village, who are sixty five (65) years of age or older, shall pay no license fee for each license year for each such vehicle owned, registered and operated by them, regardless of the horsepower or make of such motor vehicle. Each household shall be entitled to only one such exemption, pursuant to this subsection or subsection 6-1-7B of this chapter, and must furnish proof of age in a manner satisfactory to the

village. Each additional person sixty five (65) years of age or older in the same household shall be eligible to purchase one vehicle license at a fee of three dollars (\$3.00), on or before June 30, for a vehicle owned, registered and operated by them.

- C. All owners of vehicles in the first division residing within the corporate limits of the village who are disabled as evidenced by a complete disability pension from their employment or established disability status with the social security administration or who are handicapped as evidenced by the issuance of a state license registration demonstrating handicapped status shall pay no license fee for each license year for each such vehicle owned, registered and operated by them, regardless of its horsepower or the make of such vehicle. Each household shall be entitled to only one such exemption and must furnish proof of disabled or handicapped status to the village in a manner as set forth hereinabove. Each additional disabled or handicapped individual in the same household shall be eligible to purchase one vehicle license at a fee of three dollars (\$3.00), on or before June 30, for a vehicle owned, registered and operated by them.

- D. Any application, pursuant to subsections B and C of this section, for a vehicle license received after June 30 but on or before December 30 shall pay a fee of six dollars (\$6.00). Any application for a vehicle license received after December 30 shall pay a fee of nine dollars (\$9.00). Reduced fee increments, as provided in subsection E of this section, shall apply to any vehicle which has been demonstrated by the owner in the application process to have first become subject to the requirements for a license on or after July 1 of the licensing year.

- E. Any application, pursuant to subsection A of this section, for a vehicle license received after June 30 but on or before December 30, shall pay a fee of sixty dollars (\$60.00). Any application for a vehicle license received after December 30 shall pay a fee of ninety dollars (\$90.00). These payments shall not apply to any vehicle which has been demonstrated by the owner in the application process to have first become subject to the requirements for a license on or after July 1 of the licensing year, then the amount indicated for the license fee in this section shall be reduced as indicated in the following chart:

July 1-September 30	Full Fee
October 1-December 31	$\frac{3}{4}$ fee
January 1-April 30	$\frac{1}{2}$ fee
May 1-June 30	$\frac{1}{4}$ fee

6-1-6: LICENSE FEES FOR SECOND DIVISION:

All owners of vehicles of the second division as described in section 6-1-2 of this chapter residing within the corporate limits of this village, and all lessees of vehicles of the second division as described in section 6-1-2 of this chapter which are used principally in the business of any firm, corporation or individual having its place of business within the corporate limits of this village, which are designated for use and equipped for carrying goods, freight, wares or merchandise and all owners or lessees of vehicles of the first division as described in section 6-1-2 of this chapter which have been remodeled and are used for such purposes, and all owners and lessees of self-propelled vehicles operated as tractors and all owners or lessees of vehicles which are used for carrying more than one or more passengers for compensation, fee or fare, shall pay for each calendar year for the use of public highways of this village, a license fee in accordance with the following described schedule:

Class	Description	Annual License Fee On or Before June 30
A <u>B</u>	All vehicles having a gross weight, including load capacity, of 8,000 pounds or less	\$45.00
D	All vehicles having a gross weight, including load capacity, of not more than 14,000 <u>12,000</u> pounds and more than 8,000 pounds	75 .00
F	All vehicles having a gross weight, including load capacity, of not more than 16,000 pounds and more than 14,000 <u>12,000</u> pounds	90 .00
G <u>H</u>	All vehicles having a gross weight, including load capacity, of not more than 24,000 <u>26,000</u> pounds and more than 16,000 pounds	110.00
<u>H</u>	All vehicles used for carrying more than 7 passengers and all vehicles having a gross weight, including load capacity, of more than 24,000 <u>26,000</u> pounds	130.00

Any application for a vehicle license received after June 30 but on or before December 30 shall pay a fee of such amount that is double the license fee for each vehicle as indicated in the foregoing schedule. Any application for a vehicle license received after December 30 shall pay a fee of such amount that is triple the license fee for each vehicle as indicated in the foregoing schedule. These payments shall apply only to vehicles of the second division. It shall not apply to any vehicle which is demonstrated by the owner in the application process to have first become subject to the requirements for a license on or after July 1 of the licensing year, then the amount indicated for the license fee in this section shall be reduced as indicated in the following chart:

July 1-September 30	Full Fee
October 1-December 31	$\frac{3}{4}$ fee
January 1-April 30	$\frac{1}{2}$ fee
May 1-June 30	$\frac{1}{4}$ fee

6-1-7: LICENSE FEES FOR THIRD DIVISION:

- A. All owners of vehicles of the third division as described in section 6-1-2 of this chapter residing within the corporate limits of the village shall pay a fee of twenty dollars (\$20.00), on or before June 30, for each license year for each vehicle owned or operated by them, regardless of the horsepower or make of such motor vehicle.
- B. All owners of vehicles of the third division residing within the corporate limits of the village, who are sixty five (65) years of age or older, shall pay no license fee for each license year for each such vehicle owned, registered and operated by them, regardless of the horsepower or make of such motor vehicle. Each household shall be entitled to only one such exemption, pursuant to this subsection or subsection 6-1-5B of this chapter, and must furnish proof of age in a manner satisfactory to the village. Each additional person sixty five (65) years of age or older in the same household shall be eligible to purchase one vehicle license at a fee of three dollars (\$3.00), on or before June 30, for a vehicle owned, registered and operated by them.
- C. Any application, pursuant to subsection B of this section, for a vehicle license received after June 30 but on or before December 30 shall pay a fee of six dollars (\$6.00). Any application for a vehicle license received after December 30 shall pay a fee of nine dollars (\$9.00). Reduced fee increments, as provided in subsection D of this section, shall apply to any vehicle which has been demonstrated by the owner in the application process to have first become subject to the requirements for a license on or after July 1 of the licensing year.
- D. Any application, pursuant to subsection A of this section, for a vehicle license received after June 30 but on or before December 30 shall pay a fee of forty dollars (\$40.00). Any application for a vehicle license received after December 30 shall pay a fee of sixty dollars (\$60.00). These payments shall not apply to any vehicle which has been demonstrated by the owner in the application process to have first become subject to the requirements for a license on or after July 1 of the licensing year, then the amount indicated for the license fee in this section shall be reduced as indicated in the following chart:

July 1- September 30	Full fee
October 1- December 31	$\frac{3}{4}$ fee
January 1-April 30	$\frac{1}{2}$ fee
May 1- June 30	$\frac{1}{4}$ fee

6-1-7-1: LICENSE FEES FOR FOURTH DIVISION:

All owners of vehicles of the fourth division as described in section 6-1-2 of this chapter residing within the corporate limits of the village shall pay a fee of forty five dollars (\$45.00), on or before June 30, for each license year for each vehicle owned or operated by them.

Any application for a vehicle license received after June 30 but on or before December 30, shall pay a fee of ninety dollars (\$90.00). Any application for a vehicle license received after December 30 shall pay a fee of one hundred thirty five dollars (\$135.00). These payments shall not apply to any vehicle which has been demonstrated by the owner in the application process to have first become subject to the requirements for a license on or after July 1 of the licensing year, then the amount indicated for the license fee in this section shall be reduced as indicated in the following chart:

July 1- September 30	Full fee
October 1- December 31	$\frac{3}{4}$ fee
January 1- April 30	$\frac{1}{2}$ fee
May 1- June 30	$\frac{1}{4}$ fee

6-1-8: LICENSE FEES FOR TRAILERS:

Any semitrailer or trailer owned by a resident of the village or having its situs or base of operations in the village or otherwise being housed or garaged in the village shall be required to pay such fees as prescribed in this section, on or before June 30 for each license year for each semitrailer or trailer owned or operated by them. Where the registration on file with the office of the secretary of state of a vehicle to which a trailer is attached indicates a situs within the village limits, a presumption shall exist that the trailer has the same situs or base of operations.

- A. A self-propelled vehicle operated as a tractor and one semitrailer shall be considered as one vehicle in computing the license fees under the provisions of this chapter. A semitrailer used or equipped with any device for converting it to a trailer or attached to a leading trailer or semitrailer shall be licensed as a trailer.

- B. The license fees for trailers attached to motor vehicles of the first division shall be ten dollars (\$10.00).
- C. The license fees for trailers attached to motor vehicles of the second division having a gross weight of ~~five thousand (5,000)~~ three thousand (3,000) pounds or less, including the weight of the trailer and maximum load, shall be ten dollars (\$10.00).
- D. The license fees for trailers attached to motor vehicles of the second division having a gross weight of more than ~~five thousand (5,000)~~ three thousand (3,000) pounds but less than ~~ten thousand (10,000)~~ five thousand and one (5,001) pounds, including the weight of the trailer and maximum load, shall be thirty dollars (\$30.00).
- E. The license fees for trailers attached to motor vehicles of the second division having a gross weight of ~~ten thousand (10,000)~~ five thousand and one (5,001) pounds or more but less than ~~fourteen thousand (14,000)~~ eight thousand and one (8,001) pounds, including the weight of the trailer and maximum load, shall be forty dollars (\$40.00).
- F. The license fees for trailers attached to motor vehicles of the second division having a gross weight of ~~fourteen thousand (14,000)~~ eight thousand and one (8,001) pounds or more but less than ~~twenty thousand (20,000)~~ ten thousand and one (10,001) pounds, including the weight of the trailer and maximum load, shall be fifty five dollars (\$55.00).
- G. The license fees for trailers attached to motor vehicles of the second division having a gross weight of ~~twenty thousand (20,000)~~ ten thousand and one (10,001) pounds or more, including the weight of the trailer and maximum load, shall be sixty five dollars (\$65.00).

Any application for a license received after June 30 but on or before December 30 shall pay a fee of such amount that is double the license fee for each trailer as indicated in this section. Any application for a trailer license received after December 30 shall pay a fee of such amount that is triple the license fee for each trailer as indicated in the foregoing schedule. These payments shall not apply to any trailer which has been demonstrated by the owner in the application process to have first become subject to the requirements for a license on or after July 1 of the licensing year, then the amount indicated for the license fee in this section shall be reduced as indicated in the following chart:

July 1-September 30	Full fee
October 1- December 31	$\frac{3}{4}$ fee
January 1-April 30	$\frac{1}{2}$ fee
May 1- June 30	$\frac{1}{4}$ fee

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 April 2012, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of April 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-VC- __

**AN ORDINANCE AMENDING CHAPTER ONE OF TITLE SIX OF THE
VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, ILLINOIS
(ELECTRIC VEHICLE LICENSE FEE)**

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

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

ORDINANCE NUMBER 1112-VC- __

**AN ORDINANCE AMENDING CHAPTER ONE OF TITLE SIX OF THE
VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, ILLINOIS
(ELECTRIC VEHICLE LICENSE FEE)**

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

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

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

Section 2. Section 1 (“*Definitions*”) of Chapter 1 (“*Vehicle Licenses*”) of Title 6 (“*Motor Vehicles and Traffic*”) of the Village Code of Franklin Park is hereby amended by adding the following underlined language to read, as follows:

6-1-1: DEFINITIONS:

As used in this chapter:

ELECTRIC VEHICLE: Any motor vehicle that is validly registered with the state and is (i) a battery-powered electric vehicle operated solely by electricity or (ii) a plug-in hybrid electric vehicle that operates on electricity and gasoline and has a battery that can be recharged from an external source and is allowed to be driven on public roadways and does not have restrictions confining it to operate on only certain types of streets or roads.

Section 3. Chapter 1 (“*Vehicle Licenses*”) of Title 6 (“*Motor Vehicles and Traffic*”) of the Village Code of Franklin Park is hereby amended by adding the following new subsection to read, as follows:

6-1-8-2: LICENSE FEES FOR ELECTRIC VEHICLES:

All owners of electric vehicles, as said term is defined in section 6-1-1 of this chapter, residing within the corporate limits of the village shall pay no license fee for license year commencing July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014, for each such vehicle owned, registered and operated by them. Proof of ownership of an electric vehicle must accompany the license fee application. No village officer or official shall be eligible to apply for said electric vehicle license fee exemption for any such vehicle owned, registered and operated by them.

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 April 2012, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of April 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AUTHORIZING THE RENEWAL OF A
REVOLVING LINE OF CREDIT FOR GENERAL MUNICIPAL
CORPORATE PURPOSES FROM PAN AMERICAN BANK**

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

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

ORDINANCE NUMBER 1112-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AUTHORIZING THE RENEWAL OF A
REVOLVING LINE OF CREDIT FOR GENERAL MUNICIPAL
CORPORATE PURPOSES FROM PAN AMERICAN BANK**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the “*Village*”) is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto with full powers to enact ordinances for the benefit of the residents of the Village; and

WHEREAS, Village President Barrett F. Pedersen and Village Clerk Tommy Thomson, having taken office on May 4, 2009, and Village Trustees, William Ruhl, Randall Petersen and Cheryl Mclean having taken office on May 2, 2011, and Village Trustees Rose Rodriguez, Tom Brimie and John Johnson having taken office on May 4, 2009, constitute the duly elected, qualified and acting elected officers of the Village; and

WHEREAS, the President and Board of Trustees of the Village (the “*Corporate Authorities*”) find it necessary to authorize the borrowing of funds for general municipal corporate purposes; and

WHEREAS, the Village and Pan American Bank have negotiated and agreed to increase and extend the Revolving Credit Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A.

WHEREAS, the Corporate Authorities have determined that it is advisable, necessary and in the best interest of the health, safety and welfare of the residents of the Village to renew and increase the existing revolving line of credit with Pan American Bank.

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

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

The President and Board of Trustees of the Village (the “*Village Board*”) hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and does hereby, by reference, incorporate and make them part of this Ordinance.

Section 02. Purpose.

The purpose of this Ordinance is to authorize the borrowing of funds for the general corporate purposes. Said funds shall be used to carry on the day-to-day fiscal, economic, financial and business affairs of the Village of Franklin Park.

Section 03. Invocation of Authority.

This Ordinance is enacted pursuant to the authority granted to this Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are hereby incorporated herein by reference.

**ARTICLE II.
AUTHORIZATION TO BORROW FUNDS**

Section 10.00 Authorization to Borrow.

That the President and the Board of Trustees of the Village of Franklin Park do hereby authorize the Village to borrow funds, as empowered by Illinois Statute 65 ILCS 5/8-1-3.1, upon the terms and conditions as set out in the agreement with the Pan American Bank (hereinafter the

“*Revolving Credit Agreement*” or “*Pan American Agreement*” or “*Note*”), a copy of which is attached hereto and made a part hereof as “Exhibit A.”

Section 11.00 Method of Borrowing.

That the President and Board of Trustees hereby authorize the Village to borrow said funds by means of a lump sum loan, in installments, by establishment of a letter of credit, or by any means authorized by law.

Section 12.00 Amount and Term of Note; Registered Form.

That the President and Board of Trustees hereby authorize the Village to borrow a sum of not more than Two Million Five Hundred Thousand Dollars (\$2,500,000.00), for a term not to exceed one (1) year. The Village shall cause books (the “*Note Register*”) for the registration and for the transfer of the Note as provided in this Ordinance to be kept at the office of the Village Clerk maintained for such purpose by the Village Clerk (the “*Note Registrar*”) which is hereby constituted and appointed the registrar of the Village for the Note. The Village is authorized to prepare, and the Note Registrar or such other agent as the Village may designate shall keep custody of, multiple Notes executed by the Village for use in the transfer and exchange of the Note. Any Note may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Note at the Note Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Note Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Note Registrar shall date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Note of like tenor, of the same maturity, bearing the same interest rate, for a like aggregate principal amount. The Note Registrar shall not be

required to transfer or exchange any Note during the period from the close of business on the date fifteen days prior to any interest payment date. The execution by the Village of any fully registered Note shall constitute full and due authorization of such Note; and the Note Registrar shall thereby be authorized to date, and deliver such Note. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Note shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of the Note for any transfer or exchange of the Note, but the Village or the Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Note.

Section 12.01 Interest on Note.

That the President and Board of Trustees hereby authorize the Village to borrow said sum at a rate of interest not to exceed four percent (4.0%).

Section 13.00 Lending Institution.

That the President and Board of Trustees hereby authorize the Village to borrow said sum, at said rate of interest, from a “financial institution” as that term is defined by Illinois Statute, 65 ILCS 5/8-1-3.1. For the purpose of this Ordinance, “financial institution” shall be defined as any bank subject to the Illinois Banking Act, 205 ILCS 5/1, et. seq., any savings and loan association subject to the Illinois Savings and Loan Act, 205 ILCS 105/1-1, et. seq., and any federally chartered bank or savings and loan association organized and operated in the State of Illinois pursuant to the laws, rules and regulations of the United States.

Section 14.00 Approval and Execution of Documents.

The form, terms and provisions of the Note hereby approved in substantially the same form as attached hereto as Exhibit A. The Village President and Village Comptroller are hereby authorized and directed to negotiate the terms and conditions of a General Obligation Note, Promissory Note and/or other appropriate lending instrument consistent with the terms and conditions of the Pan American Agreement, together with such other provisions as the Village President and Village Comptroller deem appropriate. The Village President is further authorized and directed to execute said General Obligation Note, Promissory Note and/or other appropriate lending instrument and any related exhibits attached thereto and the Village Clerk is authorized and directed to attest, countersign and affix the seal of the Village of Franklin Park to such documents and any and all other documents necessary to carry out and give effect to the purpose and intent of this Ordinance.

Section 15.00 Bank Qualification.

The Village represents that the instrument is not a tax exempt bank qualified obligation of the Village.

Section 16.00 Other Actions Authorized.

That the Village President, Village Attorney and Village Comptroller are hereby authorized and directed to do all things necessary, essential, or convenient to carry out and give effect to the purpose and intent of this Ordinance.

Section 17.00 Acts of Village Officials.

That all acts and doings of the officials of the Village, past, present, and future which are in conformity with the purpose and intent of this Ordinance, are hereby, in all respects, ratified, approved, authorized and confirmed.

**ARTICLE III.
SAVINGS CLAUSES,
PUBLICATION, EFFECTIVE DATE**

Section 18.00 Headings.

The headings for the articles, sections, paragraphs and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provisions of this Ordinance.

Section 19.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision, clause, sentence, paragraph, sub-paragraph, section, or part of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect. It is hereby declared to be the legislative intent of the Board of Trustees that this ordinance would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, sub-paragraph, section, or part thereof had not been included.

Section 20.00 Superseder.

All code provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded.

Section 21.00 Publication.

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

Section 22.00 Effective Date.

This Ordinance shall be in full force and effect upon passage and approval, as provided by the Illinois Municipal Code, as amended.

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of April 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

EXHIBIT A

“Revolving Credit Agreement” or “Pan American Agreement” or “Note”

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

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

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

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

ORDINANCE NUMBER 1112-G- __

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICE BY AND BETWEEN PTL LANDSCAPING & MAINTENANCE, INC. AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

WHEREAS, PTL Landscaping & Maintenance, Inc., located at 17 W 514 McNair, Addison, 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, PTL Maintenance & Landscaping, Inc. and the Village desires to enter into a certain agreement pursuant to which PTL Landscaping & Maintenance, Inc. 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 PTL Landscaping & Maintenance, Inc. (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 April 2012, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of April 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 PTL Landscaping & Maintenance, Inc., located at 17 W 514 McNair, Addison, Illinois 60101 (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: PTL Landscaping & Maintenance, Inc.
17 W 514 McNair
Addison, Illinois 60101

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: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

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

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

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

ORDINANCE NUMBER 1112-G- __

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

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

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

WHEREAS, the Department of Inspectional Services requires such service as part of its 2012 Grass Cutting Enforcement Program (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 for Properties Identified by the Department of Inspectional Services 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 April 2012, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of April 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement

**AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICE FOR
PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL 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 Department of Inspectional Services (the "*Department*") requires grass cutting services as part of its 2012 Grass Cutting Enforcement Program (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 service as part of the Program (the "*Service*"). The Service shall be provided to certain properties solely identified by the Department, on an as needed and requested basis. The Department shall identify said properties for Service, from time to time, on a non-reoccurring basis. The list of properties in the Program of which the Contractor shall provide Service may be amended at any time by the Department.

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 an amount not to exceed Twenty Two Dollars and no/100 (\$22.00) for each property receiving Service from the Contractor; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, 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: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS
CUTTING SERVICE FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT OF
INSPECTIONAL SERVICES BY AND BETWEEN JESSE'S LAWN SERVICE AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

ORDINANCE NUMBER 1112-G- __

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICE FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES BY AND BETWEEN JESSE'S LAWN SERVICE AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

WHEREAS, Jesse's Lawn Service, located at 9502 Davis, Franklin Park, Illinois, is in the business of providing grass cutting service; and

WHEREAS, the Department of Inspectional Services requires such service as part of its 2012 Grass Cutting Enforcement Program (the "*Program*"); and

WHEREAS, Jesse's Lawn Service and the Village desires to enter into a certain agreement pursuant to which Manny's Lawn Service 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 for Properties Identified by the Department of Inspectional Services by and between the Village of Franklin Park, Cook County, Illinois and Jesse's Lawn Service (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 April 2012, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of April 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement

**AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICE FOR
PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL 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 Jesse's Lawn Service, located at 9502 Davis, 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 Department of Inspectional Services (the "*Department*") requires grass cutting services as part of its 2012 Grass Cutting Enforcement Program (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 service as part of the Program (the "*Service*"). The Service shall be provided to certain properties solely identified by the Department, on an as needed and requested basis. The Department shall identify said properties for Service, from time to time, on a non-reoccurring basis. The list of properties in the Program of which the Contractor shall provide Service may be amended at any time by the Department.

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 an amount not to exceed Twenty Two Dollars and no/100 (\$22.00) for each property receiving Service from the Contractor; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, 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: Jesse's Lawn Service
9502 Davis

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: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR
GRASS CUTTING SERVICE FOR PROPERTIES IDENTIFIED BY THE
DEPARTMENT OF INSPECTIONAL SERVICES BY AND BETWEEN PTL
LANDSCAPING & MAINTENANCE, INC. AND THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

ORDINANCE NUMBER 1112-G- __

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICE FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES BY AND BETWEEN PTL LANDSCAPING & MAINTENANCE, INC. AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

WHEREAS, PTL Landscaping & Maintenance, Inc., located at 17 W 514 McNair, Addison, Illinois, is in the business of providing grass cutting service; and

WHEREAS, the Department of Inspectional Services requires such service as part of its 2012 Grass Cutting Enforcement Program (the "*Program*"); and

WHEREAS, PTL Landscaping & Maintenance, Inc. and the Village desires to enter into a certain agreement pursuant to which PTL Landscaping & Maintenance, Inc. 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 for Properties Identified by the Department of Inspectional Services by and between the Village of Franklin Park, Cook County, Illinois and PTL Landscaping & Maintenance, Inc. (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 April 2012, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of April 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement

**AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICE FOR
PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL 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 PTL Landscaping & Maintenance, Inc., located at 17 W 514 McNair, Addison, Illinois 60101 (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 Department of Inspectional Services (the "*Department*") requires grass cutting services as part of its 2012 Grass Cutting Enforcement Program (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 service as part of the Program (the "*Service*"). The Service shall be provided to certain properties solely identified by the Department, on an as needed and requested basis. The Department shall identify said properties for Service, from time to time, on a non-reoccurring basis. The list of properties in the Program of which the Contractor shall provide Service may be amended at any time by the Department.

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 an amount not to exceed Twenty Two Dollars and no/100 (\$22.00) for each property receiving Service from the Contractor; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, 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: PTL Landscaping & Maintenance, Inc.

17 W 514 McNair
Addison, Illinois 60101

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: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

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

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

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

ORDINANCE NUMBER 1112-G- __

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

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

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

WHEREAS, the Department of Inspectional Services requires such service as part of its 2012 Grass Cutting Enforcement Program (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 for Properties Identified by the Department of Inspectional Services by and between the Village of Franklin Park, Cook County, Illinois and Rey'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 April 2012, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of April 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement

**AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICE FOR
PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL 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 Department of Inspectional Services (the "*Department*") requires grass cutting services as part of its 2012 Grass Cutting Enforcement Program (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 service as part of the Program (the "*Service*"). The Service shall be provided to certain properties solely identified by the Department, on an as needed and requested basis. The Department shall identify said properties for Service, from time to time, on a non-reoccurring basis. The list of properties in the Program of which the Contractor shall provide Service may be amended at any time by the Department.

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 an amount not to exceed Twenty Two Dollars and no/100 (\$22.00) for each property receiving Service from the Contractor; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, 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: _____