

**VILLAGE OF FRANKLIN PARK
VOUCHER AND PAYMENT SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
03/05/12**

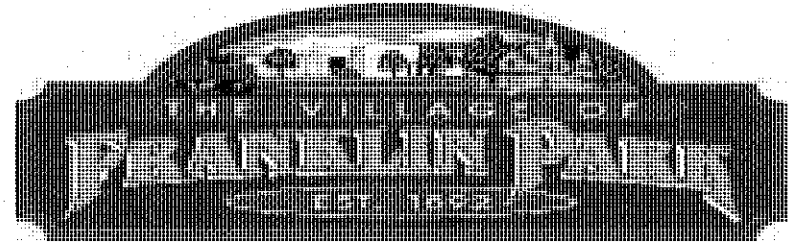
Payroll Ending	02/24/12	
Village Portion of Social Security	7,921.39	
Village Portion of Medicare	5,085.05	
Prior Month Village Portion of IMRF	35,923.42	
Gross Payroll	402,665.24	
Special Payrolls		
Total Payroll Expense		\$451,595.10
Garra Expense		\$0.00
Manual Checks & Wires		
Manual Checks	93,583.24	
CITY OF CHICAGO	185,175.00	
ALLIED WASTE	100,961.70	
COOK COUNTY TREASURER	6,247.93	
COOK COUNTY TREASURER	43,160.33	
COOK COUNTY TREASURER	10,942.04	
COOK COUNTY TREASURER	50,868.16	
COOK COUNTY TREASURER	9,818.23	
COOK COUNTY TREASURER	95,036.80	
Total Manual Checks & Wires		595,793.43
ACH Debits		
Health Insurance Premium	\$175,891.50	
Other		
Total ACH Debits		\$175,891.50
Total Voucher	555,427.57	\$555,427.57
Grand Total Payments		\$1,778,707.60

Accounts Payable

Computer Check Proof List

User: cperez

Printed: 03/01/2012 - 10:56 AM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1259 044212/1	Ace Hardware BOLT EYE Check Total:	2.49 2.49	03/09/2012	Check Sequence: 1 10-30-62050	ACH Enabled: No
Vendor:1264 044141/1	Ace Hardware BARBED TEE INSERTS FOR 319 Check Total:	6.97 6.97	03/09/2012	Check Sequence: 2 08-01-50013	ACH Enabled: No
Vendor:3050 78669	Air One Equipment, Inc. KIT, 2 CARTRIDGES Check Total:	213.48 213.48	03/09/2012	Check Sequence: 3 10-30-62180	ACH Enabled: No
Vendor:3576 105282736	AIRGAS NORTH CENTRAL CYLINDER RENTAL Check Total:	41.07 41.07	03/09/2012	Check Sequence: 4 34-01-62860	ACH Enabled: No
Vendor:0149 524394 524467 525250	Al Piemonte Ford Sales, Inc. FUEL SENDER ASSEMBLY FOR 206 BLOWER SWITCH AND PLUG FOR 234 AIR CLEANER COVER FOR TRUCK 222 Check Total:	273.07 41.98 92.96 408.01	03/09/2012 03/09/2012 03/09/2012	Check Sequence: 5 08-01-50090 08-01-50034 08-01-50090	ACH Enabled: No
Vendor:5347 701-7508454 701-7544649 701-7544650 701-7546103 701-7552310 701-7552311	ARAMARK UNIFORM SERVICES RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS	69.88 52.53 69.88 42.50 52.53 69.88	03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012	Check Sequence: 6 10-13-52600 10-20-52600 10-13-52600 10-30-62050 10-20-52600 10-13-52600	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	357.20			
Vendor:5242	AT&T			Check Sequence: 7	ACH Enabled: No
708Z99267302FEB	MONTHLY STONE PARK CONF BRIDGE 117-216	181.98	03/09/2012	10-02-51200	
708Z99273102FEB	MONTHLY NORTHLAKE CONF BRIDGE 117-216	181.98	03/09/2012	10-02-51200	
708Z99295902FEB	MONTHLY MELROSE PARK CONF BRIDGE 117-216	181.98	03/09/2012	10-02-51200	
847671022102FEB	MONTHLY VARIOUS DID & FAX LINES 117-216	2,229.30	03/09/2012	10-02-51200	
847671605702FEB	MONTHLY PD INVESTIGATION DSL 117-216	74.41	03/09/2012	10-02-51200	
847671780602FEB	MONTHLY CLERK FAX/ VH DSL 117 216	89.03	03/09/2012	10-02-51200	
847R16134102FEB	MONTHLY VERIZON TI VARIOUS RADIO/FAX	3,020.00	03/09/2012	10-02-51200	
847Z97028902FEB	MONTHLY VILLAGE TI LINES 117-216 2012	968.28	03/09/2012	10-02-51200	
	Check Total:	6,926.96			
Vendor:0717	AT&T LONG DISTANCE			Check Sequence: 8	ACH Enabled: No
850021744-2 FEB	MONTHLY LONG DISTANCE	118.68	03/09/2012	10-02-51200	
	Check Total:	118.68			
Vendor:1239	BCB Grp dbaBatteries Plus			Check Sequence: 9	ACH Enabled: No
288-101921-01	ALKALINE BULK	143.04	03/09/2012	10-30-82080	
	Check Total:	143.04			
Vendor:4590	BlueStar energy solutions			Check Sequence: 10	ACH Enabled: No
3291125046FEB12	3291125046 1/19-2/17 2012 ELECTRICITY	337.98	03/09/2012	34-01-62800	
5228412016FEB12	5228412016 01/19-2/17 2012 ELECTRICITY	797.09	03/09/2012	10-50-62330	
5228689026FEB12	5228689026 1/19-2/17 2012 ELECTRICITY	208.00	03/09/2012	35-01-62800	
	Check Total:	1,343.07			
Vendor:0347	Builders Chicago Corporation			Check Sequence: 11	ACH Enabled: No
63188	STATION #2 REPAIR (DOOR #1)	305.00	03/09/2012	10-13-52600	
	Check Total:	305.00			
Vendor:3236	CARQUEST ATTN: LARRY			Check Sequence: 12	ACH Enabled: No
125954	HEADLAMP BULBS FOR 876	29.00	03/09/2012	08-01-50020	
2046-125884	BLOWER MOTOR 234	87.42	03/09/2012	08-01-50034	
2046-125912	BELTS; MOTOR OIL, INCANDESCENT BEAM	93.50	03/09/2012	08-01-50030	
2046-125926	BLOWER MTR RESISTOR	21.89	03/09/2012	08-01-50034	
2046-125964	SWAY BAR REPAIR KIT FOR 319	68.47	03/09/2012	08-01-50013	
2046-125970	SWAY BAR REPAIR KIT FOR 319	26.62	03/09/2012	08-01-50013	
2046-126011	4 LB CLAY PRODUCT	37.00	03/09/2012	08-01-50020	
2046-126014	MACHINERY GRAY ENAMEL FOR 210	6.49	03/09/2012	08-01-50034	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2046-126015	STEEL WHEELS FOR 210	8.29	03/09/2012	08-01-50034	
2046-126017	ROSIN SOLDER	7.30	03/09/2012	08-01-50034	
2046-126163	OIL FILTER FOR 870	8.06	03/09/2012	08-01-50020	
2046-126165	AIR FILTER FOR 870	21.99	03/09/2012	08-01-50020	
2046-126213	COIL FOR 875	95.46	03/09/2012	08-01-50020	
2046-126216	OIL FILTER FOR 480	24.45	03/09/2012	08-01-50030	
2046-126233	EXHAUST GASKET FOR 873	5.85	03/09/2012	08-01-50020	
2046-126281	TRANS FILTER KIT FOR 873	23.99	03/09/2012	08-01-50020	
2046-126311	REAR WINDOW DEFOG FOR 875	12.99	03/09/2012	08-01-50020	
2046-126318	BRAKE LINE/FITTINGS FOR 207	5.05	03/09/2012	08-01-50090	
2046-126334	HD HOURMETER- POLICE STOCK	107.94	03/09/2012	08-01-50020	
2046-126371	60 LBS 134A REFRIGRNT	298.00	03/09/2012	08-01-89115	
2046-126393	INTAKE GASKET FOR 875	47.50	03/09/2012	08-01-50020	
2046-126401	RAD DRAIN PAN	9.94	03/09/2012	08-01-89110	
2046-126404	DRAIN PAN 5 GAL SHOP SUPPLY	8.89	03/09/2012	08-01-89110	
2046-126415	INTAKE MANIFOLD FOR 875	238.99	03/09/2012	08-01-50020	
2046-126419	PLATINUM FOR 875	27.60	03/09/2012	08-01-50020	
	Check Total:	1,322.68			
Vendor:1664 IN00841825	CCP INDUSTRIES 300 WIPES,SCRIMDRY,HIPPIE-WIPE	1,184.50	03/09/2012	Check Sequence: 13 35-01-63070	ACH Enabled: No
	Check Total:	1,184.50			
Vendor:1895 B761044 B761169 B834235 B896289 C443422 D533121 D699908 D704047 D851290 F147817 F254562 F444963	CDW Government, Inc. ASUS EEE PAD TRANSFORMER ASUS TF101 TRANSFORMER SLEEVE GRAY ASUS TRANSFORMER SLEEVE GRAY 2YR ANDROID TABLET PLAN 2YR ANDROID TABLET PLAN HP 250 GB 3G PLUG INFOCUS XGA DLP 2700 LUM; CELING MOUNT SPLITTERS FOR CABLE TV AC ADAPTERS BOARD TABLE CANNON PRINTER PARTS APC BACK UPS ANTIVIRUS SOFTWARE UPGRADE	3,479.99 287.76 82.23 441.00 110.00 1,088.99 488.98 24.00 208.99 56.99 132.00 2,280.00	03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012	Check Sequence: 14 10-02-80000 10-02-80100 10-02-80100 10-02-80000 10-02-80000 10-02-80100 10-02-80100 10-02-80100 10-02-80100 10-02-50700 10-02-80100 10-02-54200	ACH Enabled: No
	Check Total:	8,680.93			
Vendor:2929 25985001/224	CHICAGO TRIBUNE THREE MONTH SUBSCRIPTION (EXPIRES 519)	97.50	03/09/2012	Check Sequence: 15 10-01-51700	ACH Enabled: No
	Check Total:	97.50			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1420	CLARK DIETZ, INC.			Check Sequence: 16	ACH Enabled: No
409997A	STAFF ENGINEERING SVCS DEC 11	1,521.68	03/09/2012	34-01-82800	
409997B	STAFF ENGINEERING SVCS DEC 11	1,448.25	03/09/2012	35-01-82800	
409997C	STAFF ENGINEERING SVCS DEC 11	965.50	03/09/2012	10-12-82800	
409997D	STAFF ENGINEERING SVCS DEC 11	965.50	03/09/2012	10-90-82800	
409998A	VILLAGE ENGINEERING PW MANAGEMENT DEC 11	2,274.20	03/09/2012	10-90-82800	
409998B	WATER DPT ENGINEERING PW MANAGEMENT DEC 11	111.30	03/09/2012	34-01-82800	
409998C	SEWER DPT ENGINEERING PW MANAGEMENT DEC 11	111.30	03/09/2012	35-01-82800	
409998D	COMM DVL PNT SUPT PW MANAGEMENT DEC 11	2,274.20	03/09/2012	10-12-82800	
409999	WMRA SSA PRELIM ENGINEERING SVCS DEC 11	1,763.83	03/09/2012	10-12-82805	
410103	IKE GRANT FEASIBILITY STUDY JAN 2012	360.00	03/09/2012	10-12-82800	
410104	IKE BUYOUT GRANT APPLICATION JAN 2012	447.50	03/09/2012	10-12-82800	
410126A	PROFESSIONAL SVCS FOR JANUARY 2012	2,027.46	03/09/2012	34-01-82800	
410126B	PROFESSIONAL SVCS FOR JANUARY 2012	1,836.75	03/09/2012	35-01-82800	
410126C	PROFESSIONAL SVCS FOR JANUARY 2012	1,224.50	03/09/2012	10-12-82800	
410126D	PROFESSIONAL SVCS FOR JANUARY 2012	1,415.20	03/09/2012	10-90-82800	
410127A	VILLAGE STAFF ENGINEERING JAN 2012	2,292.00	03/09/2012	10-90-82800	
410127B	VILLAGE STAFF ENGINEERING JAN 2012	3,438.00	03/09/2012	34-01-82800	
410127C	VILLAGE STAFF ENGINEERING JAN 2012	3,438.00	03/09/2012	35-01-82800	
410127D	VILLAGE STAFF ENGINEERING JAN 2012	2,292.00	03/09/2012	10-12-82800	
410128	CULLERTON DRIVE SSA PRELIM ENGINEERING	7,425.00	03/09/2012	10-12-82805	
410129	WMRA SSA PRELIM ENGINEERING JAN 12	1,300.00	03/09/2012	10-12-82805	
	Check Total:	45,532.17			
Vendor:5257	COMED			Check Sequence: 17	ACH Enabled: No
1513111004FEB12	1513111004 1/20-2/17 2012 ELECTRICITY	28.39	03/09/2012	10-50-62330	
1862148017FEB12	ELECTRICITY 1862148017 125-213 2012	176.76	03/09/2012	35-01-62800	
2132012	ELECTRICITY 1/11/12-2/13/12 3195005070	96.56	03/09/2012	10-50-62330	
3893073029	ELECTRICITY 1/12-2/13 2012 3893073029	17.51	03/09/2012	10-50-62330	
4683032004FEB12	ELECTRICITY 4683032004 1/20-2/17 2012	166.48	03/09/2012	10-50-62330	
5396076006FEB12	5396076006 ELECTRICITY 1/20-2/17 2012	323.76	03/09/2012	10-50-62330	
5732152069FEB12	ELECTRICITY 5732152069 1/11-2/13 2012	62.25	03/09/2012	10-50-62330	
5903506002/212	5903506002 1/13-2/13 2012 ELECTRICITY	208.83	03/09/2012	10-50-62330	
	Check Total:	1,080.54			
Vendor:1464	D & P CONSTRUCTION			Check Sequence: 18	ACH Enabled: No
0000118469	30 YARD SWITCH	300.00	03/09/2012	09-01-64000	
	Check Total:	300.00			
Vendor:3202	DAI Environmental			Check Sequence: 19	ACH Enabled: No
18594	ASBESTOS SAMPLING NEW POLICE STATION	2,791.20	03/09/2012	54-01-50000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,791.20			
Vendor:5503 0000292720	DISCOVERY BENEFITS MONTHLY PARTICIPANT/DEBIT CARD FEE FEB12 Check Total:	295.00 295.00	03/09/2012	Check Sequence: 20 10-01-40999	ACH Enabled: No
Vendor:1755 21974A	E HOFFMAN INC LOADS- MIX HAULED OUT Check Total:	9,225.64 9,225.64	03/09/2012	Check Sequence: 21 09-01-64000	ACH Enabled: No
Vendor:3278 35075 35133	Elevator Inspection Svc. Co. SECOND ROUND ELEVATOR INSPECTIONS REINSPECTION OF ENGER SCHOOL FEE Check Total:	1,760.00 25.00 1,785.00	03/09/2012 03/09/2012	Check Sequence: 22 10-13-60550 10-13-60550	ACH Enabled: No
Vendor:5092 1000	ELITE PRINTER SOLUTIONS LEXMARK FOR ADMIN DEPARTMENT Check Total:	193.98 193.98	03/09/2012	Check Sequence: 23 10-01-50400	ACH Enabled: No
Vendor:5609 100587800280 200899900100	EXELON ENERGY EE1005878 1/5-2/6 2012 EE2008999 1/5-2/5 2012 Check Total:	3,751.02 20,089.41 23,840.43	03/09/2012 03/09/2012	Check Sequence: 24 34-01-62800 35-01-62800	ACH Enabled: No
Vendor:3568 02102012	FLEET MANAGEMENT SUBSCRIPTION RENEWALFC60131LAUROJOPUBCWB Check Total:	195.00 195.00	03/09/2012	Check Sequence: 25 10-90-52100	ACH Enabled: No
Vendor:5243 28605439	FLEET SERVICES/ WRIGHT EXPRESS FUEL PURCHASES FEBRUARY 2012 Check Total:	47.44 47.44	03/09/2012	Check Sequence: 26 34-01-50200	ACH Enabled: No
Vendor:0502 2191	FLOORS & WALLS UNLIMITED PAINTGRAFFITTI Check Total:	75.55 75.55	03/09/2012	Check Sequence: 27 34-01-69600	ACH Enabled: No
Vendor:0081 9744	FRANKLIN PARK PLUMBING CO 25TH HOLE EXCAVATION	4,970.00	03/09/2012	Check Sequence: 28 34-01-62860	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
9750	BELMONT/25TH VALVE / PIPE REPLACEMENT	37,400.00	03/09/2012	34-01-62860	
9764	VALVE/VAULT INSTALLATION EDGINGTON/BELMONT	315.00	03/09/2012	34-01-62860	
9765	PIPE REMOVAL/INSTALLATION BELMONT/EDTONTON	775.00	03/09/2012	34-01-62860	
	Check Total:	50,960.00			
Vendor:4885 02172012	Freedom Heating and Cooling In RMVE/RPLACE OLD HUMIDIFIER & PATCH FS1	2,450.00	03/09/2012	Check Sequence: 29 10-13-52600	ACH Enabled: No
	Check Total:	2,450.00			
Vendor:3510 PINV395465 PINV396279 PINV396283 PINV396316 PINV396666 PINV398620 PINV401416 PINV401926	GARVEY'S OFFICE PRODUCTS BOXES, CLIPS 30 INDEX TABS, 4 PENS 2 BOOKS, 3 YELLOW PAPER, STAMPS EXPANSION FOLDERS RECEPTACLE, VENTED, RECY, GREEN STORAGE BOX 4 ENVELOPE BOXES & 2 PADS CERTIFICATE, CROWN RED	243.48 57.66 68.08 30.30 622.76 11.50 91.19 46.30	03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012	Check Sequence: 30 10-20-50400 10-01-50400 10-13-50400 10-90-51600 10-20-50400 10-01-50400 10-01-50400 10-01-50400	ACH Enabled: No
	Check Total:	1,171.27			
Vendor:UB*00369	GINALI ASSOCIATES Refund check Refund check	40.21 21.39	02/23/2012 02/23/2012	Check Sequence: 31 34-00-20100 35-00-20100	ACH Enabled: No
	Check Total:	61.60			
Vendor:3767 AG27518	Global Emergency Products SWITCH ROCK BLK FOR 479	68.41	03/09/2012	Check Sequence: 32 08-01-50030	ACH Enabled: No
	Check Total:	68.41			
Vendor:5200 9741698162 9743496300 9751690281 9753992313 9760007758	GRAINGER SALVAGE DRUM LIFTER SALVAGE DRUM LIFTER LEAD ACID BATTERIES GAS CONNECTOR 6 TEST STRIPS 100 PK	127.31 -127.31 32.13 185.85 62.30	03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012	Check Sequence: 33 10-90-62600 10-90-62600 10-13-52200 10-30-62040 10-13-52960	ACH Enabled: No
	Check Total:	280.28			
Vendor:UB*00372	MARY GRANDOLFO Refund check Refund check	4.99 22.85	02/23/2012 02/23/2012	Check Sequence: 34 09-00-20100 09-00-20100	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	27.84			
Vendor:1555 19268	H & H ELECTRIC COMPANY STREET GARAGE- ELECTRICAL FIXTURES	9,807.21	03/09/2012	Check Sequence: 35 10-90-62710	ACH Enabled: No
19269	NESTLE WATER TOWER CATHODIC BOX	2,937.90	03/09/2012	10-90-62710	
19271	INSTALLATION OF CONDUIT CABLES- STORAGE	1,430.81	03/09/2012	34-01-62590	
19279	STREET LIGHT MAINTENANCE/OUTAGE REPAIR	2,782.63	03/09/2012	10-90-62710	
	Check Total:	16,958.55			
Vendor:5409 4373434	HD SUPPLY WATERWORKS, LTD WATERMAIN FITTING & SUPPLIES	644.00	03/09/2012	Check Sequence: 36 34-01-62860	ACH Enabled: No
	Check Total:	644.00			
Vendor:1860 RCB8688	IL COUNTIES RISK MANAGEMENT TR MONTHLY PREMIUM MARCH 2012	88,586.80	03/09/2012	Check Sequence: 37 10-32-62200	ACH Enabled: No
	Check Total:	88,586.80			
Vendor:3520 02242012	ILLINOIS WATER ENVIRONMENT ASS COLLECTION SYSTEMS CONFERENCE	30.00	03/09/2012	Check Sequence: 38 10-90-52000	ACH Enabled: No
	Check Total:	30.00			
Vendor:3233 211097	Just Tires REPAIR 1 FLAT & REPLACE 2 TIRES FOR 876	333.66	03/09/2012	Check Sequence: 39 08-01-50020	ACH Enabled: No
211129	TIRE FOR 874	148.69	03/09/2012	08-01-50020	
211183	4 TIRES FOR 319	445.32	03/09/2012	08-01-50013	
211297	2 TIRES FOR 875	225.90	03/09/2012	08-01-50020	
211516	REPAIR TIRE FOR875	20.00	03/09/2012	08-01-50020	
	Check Total:	1,173.57			
Vendor:0497 10914A	Kane, Mc Kenna & Associates FRANKLIN PARK ATR 2011	257.15	03/09/2012	Check Sequence: 40 42-01-67590	ACH Enabled: No
10914B	FRANKLIN PARK ATR 2011	257.15	03/09/2012	13-01-67590	
10914C	FRANKLIN PARK ATR 2011	257.14	03/09/2012	40-01-67590	
10914D	FRANKLIN PARK ATR 2011	257.14	03/09/2012	12-01-67590	
10914E	FRANKLIN PARK ATR 2011	257.14	03/09/2012	22-01-67590	
10914F	FRANKLIN PARK ATR 2011	257.14	03/09/2012	43-01-67590	
10914G	FRANKLIN PARK ATR 2011	332.14	03/09/2012	14-01-67590	
10915A	FRANKLIN PARK ATR 2009	53.58	03/09/2012	42-01-67590	
10915B	FRANKLIN PARK ATR 2009	53.57	03/09/2012	13-01-67590	
10915C	FRANKLIN PARK ATR 2009	53.57	03/09/2012	40-01-67590	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
10915D	FRANKLIN PARK ATR 2009	53.57	03/09/2012	12-01-67590	
10915E	FRANKLIN PARK ATR 2009	53.57	03/09/2012	22-01-67590	
10915F	FRANKLIN PARK ATR 2009	53.57	03/09/2012	43-01-67590	
10915G	FRANKLIN PARK ATR 2009	53.57	03/09/2012	14-01-67590	
	Check Total:	2,250.00			
Vendor:1252 201460	KAPLAN PAVEMENT SERVICES EZ STREET COLD ASPHALT	1,890.00	03/09/2012	Check Sequence: 41 10-90-62600	ACH Enabled: No
	Check Total:	1,890.00			
Vendor:1228 145975-IN	Keller Heartt Co Inc 15 W 40 MOTOR OIL	2,010.50	03/09/2012	Check Sequence: 42 08-01-89115	ACH Enabled: No
	Check Total:	2,010.50			
Vendor:2743 183510	KIEFT BROTHERS, INC. MANHOLE FRAME FOR WATER DIVISION	747.00	03/09/2012	Check Sequence: 43 34-01-62860	ACH Enabled: No
	Check Total:	747.00			
Vendor:0110 2771	KRIETER CONCRETE CONST. SAWCUTTING REMOVAL/REPL. 2702 ATLANTIC	2,840.00	03/09/2012	Check Sequence: 44 34-01-62860	ACH Enabled: No
	Check Total:	2,840.00			
Vendor:1333 9300223125 9300236220 9300241746 9300602298 9300604761 9300606469 9300614016 9300625385 9300625386	Lawson Products, Inc. EXHAUST PERFORMCLAMP MINI BULBS, WEATHERPACKS, MINICUT PINS NYLON PROT SLEEVING SMALL FITTING TOOL FLAT WASHERS, SCREWS STAINLESS STEEL ASST 401 S/M SCR SCREWS, WASHERS, BATTERIES, PINS 600 SCREWS	20.07 214.55 60.80 18.54 309.16 133.91 307.38 128.95 118.09	03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012	Check Sequence: 45 08-01-89115 08-01-89115 08-01-89115 08-01-89115 10-90-62610 08-01-89115 08-01-89115 08-01-89115 08-01-89115	ACH Enabled: No
	Check Total:	1,311.45			
Vendor:1329 933079	Leach Enterprises, Inc. SLACK ADJUSTERS FOR 205	155.80	03/09/2012	Check Sequence: 46 08-01-50090	ACH Enabled: No
	Check Total:	155.80			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:2839 6672	LEXIPOL DAILY TRAINING BULLETINS Check Total:	5,400.00 5,400.00	03/09/2012	Check Sequence: 47 10-20-52001	ACH Enabled: No
Vendor:4850 N3095022	MAILFINANCE LEASE 07051013 3/13-4/12- 2012 Check Total:	452.14 452.14	03/09/2012	Check Sequence: 48 10-01-50930	ACH Enabled: No
Vendor:0131 45910 54505 57973 59705	MENARDS - MELROSE PARK TOILET BOWL BRUSHES, ANCHOR KITS STRAP, ADJUSTABLE NOZZLES, BRASS BALLS GAZEBO- ELECTRIC SIGNALS LIGHTBULBS (VH) COVERS FOR STREET GARAGE Check Total:	62.35 104.62 251.38 62.34 480.69	03/09/2012 03/09/2012 03/09/2012 03/09/2012	Check Sequence: 49 10-13-52200 10-90-62680 10-90-62710 10-90-62590	ACH Enabled: No
Vendor:2307 022492 022509 022528	MIDWEST LUBE INC 6 1/8" ELBOWS 6 1/8" ELBOWS 6 SWIVEL ELBOWS Check Total:	34.74 46.44 50.16 131.34	03/09/2012 03/09/2012 03/09/2012	Check Sequence: 50 08-01-89115 08-01-89115 08-01-89115	ACH Enabled: No
Vendor:1782 12-007 02152012	MTI Construction Services, LLC/DMD NEW PD CONSTRUCTION <i>SRVCS</i> Check Total:	177,228.00 177,228.00	03/09/2012	Check Sequence: 51 54-01-53000	ACH Enabled: No
Vendor:UB*00370	MYER INDUSTRIES Refund check Check Total:	282.62 282.62	02/23/2012	Check Sequence: 52 34-00-20100	ACH Enabled: No
Vendor:4013 152848	NEMRT FTO REFRESHER TWO OFFICERS Check Total:	200.00 200.00	03/09/2012	Check Sequence: 53 10-20-52001	ACH Enabled: No
Vendor:4521 45671900004F12	NICOR 45671900004 12-12-1-25- 2011/2012 Check Total:	344.75 344.75	03/09/2012	Check Sequence: 54 34-01-62940	ACH Enabled: No
Vendor:4474 11557	NIU OUTREACH PROFESSIONAL FEES PROJECT 2334	5,000.00	03/09/2012	Check Sequence: 55 10-20-80800	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
11574	PROFESSIONAL FEES FOR 2334	2,000.00	03/09/2012	10-20-80800	
2515	PROFESSIONAL FEES PROJECT 2334	2,000.00	03/09/2012	10-20-80800	
	Check Total:	9,000.00			
Vendor:1597 70795566	North American Salt Co SALT	39,435.66	03/09/2012	Check Sequence: 56 19-01-62600	ACH Enabled: No
	Check Total:	39,435.66			
Vendor:2202 8597	NORTHEASTERN IL. PUBLIC ANNUAL NIPSTA MEMBERSHIP INVEST FY 12	9,160.00	03/09/2012	Check Sequence: 57 10-30-52200	ACH Enabled: No
	Check Total:	9,160.00			
Vendor:2998 339145	P & G Keene Electrical REBUILD ALTERNATOR 211	178.00	03/09/2012	Check Sequence: 58 08-01-50035	ACH Enabled: No
	Check Total:	178.00			
Vendor:3311 000004120	PARTS3 LLC WIX FILTERS	113.98	03/09/2012	Check Sequence: 59 08-01-50090	ACH Enabled: No
	Check Total:	113.98			
Vendor:0142 ARLB00000233 P50C0770467 P80C0014093 P80C0014094 P80C0014095 P80C0014096 P80R00001870 P80R0002819 P80R0002820	Patten Industries, Inc. CREDIT MEMO BEARING, BOLT, PADS,FLASHER PINS LAMP PINS GLASS CREDIT MEMO PADS PIN	-392.53 394.67 161.51 49.80 203.07 626.86 -392.53 -117.54 -172.61	03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012 03/09/2012	Check Sequence: 60 08-01-50009 08-01-50009 08-01-50009 08-01-50009 08-01-50009 08-01-50009 08-01-50009 08-01-50009	ACH Enabled: No
	Check Total:	360.70			
Vendor:4999 1312012	PAUL MCDONNELL & ASSOCIATES FOR SERVICES JAN 2012 HEALTH INSPECTOR	1,440.00	03/09/2012	Check Sequence: 61 10-13-40207	ACH Enabled: No
	Check Total:	1,440.00			
Vendor:0772 14592	Permidt Engineering Limited RODDED OUT AND REPAIRED MEN BATHROOMS	151.50	03/09/2012	Check Sequence: 62 10-13-52600	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	151.50			
Vendor:1349 CW4271	Peters & Associates CONSULTING SVC- SONIC, FIREWALL INSTALL Check Total:	3,356.25 3,356.25	03/09/2012	Check Sequence: 63 10-02-51150	ACH Enabled: No
Vendor:4235 21838524862FEB	PITNEY BOWES PURCHASE POWER POSTAGE METER REFILL Check Total:	1,499.00 1,499.00	03/09/2012	Check Sequence: 64 10-01-51500	ACH Enabled: No
Vendor:2813 41380	R NOW TYMCO POLY TUBE BROOM- SWEEPER 2 Check Total:	214.38 214.38	03/09/2012	Check Sequence: 65 08-01-50009	ACH Enabled: No
Vendor:0627 0048971-IN	RAY O'HERRON JACKET, SHIRTS Check Total:	162.90 162.90	03/09/2012	Check Sequence: 66 10-20-60590	ACH Enabled: No
Vendor:2872 L70392-001	Reebie Storage SCALE USE Check Total:	15.00 15.00	03/09/2012	Check Sequence: 67 10-20-60330	ACH Enabled: No
Vendor:5408 20367	RESTORE BOARD UP POLICE CALL 1 LOCK AND HASP Check Total:	180.00 180.00	03/09/2012	Check Sequence: 68 10-13-53000	ACH Enabled: No
Vendor:1017 20918156 20958249	Ricoh Customer Finance Corp. MONTHLY LEASE- PD COPIER 036-0027470 036-0020861-000 FD COPIER LEASE FEB 2012 Check Total:	619.41 300.10 919.51	03/09/2012 03/09/2012	Check Sequence: 69 10-02-80001 10-02-80001	ACH Enabled: No
Vendor:1735 02152012	ROBERT MICHALOWSKI ARCHITECTURAL SERVICES MARCH 2012 Check Total:	1,417.00 1,417.00	03/09/2012	Check Sequence: 70 10-12-52925	ACH Enabled: No
Vendor:UB*00371	VIOLET SCHELLERER Refund check Refund check	68.88 22.96	02/23/2012 02/23/2012	Check Sequence: 71 09-00-20100 09-00-20100	ACH Enabled: No

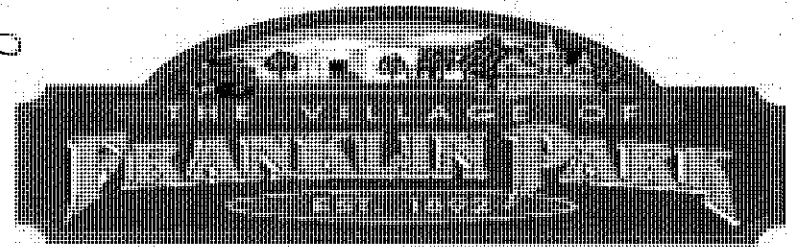
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	91.84			
Vendor:5529 79427	SEAWAY SUPPLY TOILET TISSUES/TOWEL ROLL/ PAPER CUPS Check Total:	152.00 152.00	03/09/2012	Check Sequence: 72 35-01-52200	ACH Enabled: No
Vendor:0172 116548	Service Spring Co., Inc. FRONT SPRINGS TRUCK 206 Check Total:	1,769.71 1,769.71	03/09/2012	Check Sequence: 73 10-90-50110	ACH Enabled: No
Vendor:0479 0068738-IN	Sirchie Finger Print Lab. EVIDENCE TUBING Check Total:	187.94 187.94	03/09/2012	Check Sequence: 74 10-20-60630	ACH Enabled: No
Vendor:4125 480238955-015	SPRINT MONTHLY CELL- GO KIT Check Total:	1.46 1.46	03/09/2012	Check Sequence: 75 10-02-80300	ACH Enabled: No
Vendor:5433 438026	STAFFORDS TRANSMISSION FOR 873 Check Total:	750.00 750.00	03/09/2012	Check Sequence: 76 08-01-50020	ACH Enabled: No
Vendor:3795 C71706 C71707 C71763	Standard Equipment Company VALVE, COOLER BYPASS PIN WLDT, BUSHING OIL PRESSURE SENDER Check Total:	462.73 105.69 120.14 688.56	03/09/2012 03/09/2012 03/09/2012	Check Sequence: 77 08-01-50009 08-01-50009 08-01-50009	ACH Enabled: No
Vendor:0340 02022012 02022012B 02022012C 02022012D	Storino, Ramello & Durkin FRANKLIN AVENUE REDEVELOPMENT KINGS POINT GENERAL CEMENT ASSESSMENT APPEALS GENERAL CORPORATE LEGAL MATTERS Check Total:	700.00 556.40 105.00 175.70 1,537.10	03/09/2012 03/09/2012 03/09/2012 03/09/2012	Check Sequence: 78 10-72-62557 10-72-62557 10-72-62557 10-72-62557	ACH Enabled: No
Vendor:3267 008-1294-02 MAR	SUN LIFE & HEALTH INS. CO VOLUNTARY LIFE INSURANCE MARCH 2012	1,781.20	03/09/2012	Check Sequence: 79 10-52-62380	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,781.20			
Vendor:4670 2242012-A 2242012-B	SuperValu/Albertsons SUGAR, COFFEE, CREAMER COFFEE Check Total:	193.86 -67.08 126.78	03/09/2012 03/09/2012	Check Sequence: 80 10-01-59000 10-01-59000	ACH Enabled: No
Vendor:2203 20034784	Tele-Lite, Inc. LIGHT ASSEMBLY HALOGEN BULBS FOR 479 Check Total:	256.00 256.00	03/09/2012	Check Sequence: 81 08-01-50030	ACH Enabled: No
Vendor:3694 96998	Tire Town North TIRE REPAIR VALVE Check Total:	38.95 38.95	03/09/2012	Check Sequence: 82 10-90-50110	ACH Enabled: No
Vendor:0829 1221494	TRANS CHICAGO HEATER KNOB FOR SWEEPER #2 Check Total:	2.98 2.98	03/09/2012	Check Sequence: 83 08-01-50009	ACH Enabled: No
Vendor:0414 960031224-109	U.S. CELLULAR MONTHLY CELL CLARK DIETZ Check Total:	96.43 96.43	03/09/2012	Check Sequence: 84 10-02-80300	ACH Enabled: No
Vendor:2990 112083	V3 Consultants Ltd of Illinois USEPA CLEANUP GRANT PROJECT 02077CU2010 Check Total:	2,437.42 2,437.42	03/09/2012	Check Sequence: 85 42-01-67590	ACH Enabled: No
Vendor:0843 222905	VCA Franklin Pk Animal Hosp 7 STRAYS OCCUPANCY Check Total:	705.50 705.50	03/09/2012	Check Sequence: 86 10-20-60625	ACH Enabled: No
Vendor:3555 63183	VCG UNIFORM WHITE SHIRTS/FLAGS Check Total:	80.90 80.90	03/09/2012	Check Sequence: 87 10-30-40806	ACH Enabled: No
Vendor:0199 152999 153179	Vollmar Clay Products Co. BRICKS BLOCKS, SPACER RINGS	240.00 676.50	03/09/2012 03/09/2012	Check Sequence: 88 35-01-63070 35-01-63070	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	916.50			
Vendor:8265 14394	WIN Marketing SALT MAILER PRINTS RE:AGGREGATION MAIL Check Total:	1,446.02 1,446.02	03/09/2012	Check Sequence: 89 10-01-51800	ACH Enabled: No
Vendor:1299 17013123	W.S. DARLEY & COMPANY PIGGYBACK FAST CHARGER Check Total:	211.54 211.54	03/09/2012	Check Sequence: 90 10-30-80570	ACH Enabled: No
Vendor:0202 0230563 0230564	WATER PRODUCTS - AURORA 2 MAGNETIC LOCATORS MAGNETIC LOCATOR Check Total:	1,807.57 899.00 2,706.57	03/09/2012 03/09/2012	Check Sequence: 91 34-01-62860 34-01-62860	ACH Enabled: No
Vendor:5255 0007261-IN	WEST CENTRAL LEGISLATIVE BREAKFAST 2/4/11 Check Total:	450.00 450.00	03/09/2012	Check Sequence: 92 10-01-59000	ACH Enabled: No
Vendor:3929 824385158	West Payment Center WEST INFORMATION CHARGES JAN 2012 Check Total:	130.90 130.90	03/09/2012	Check Sequence: 93 10-20-60560	ACH Enabled: No
Vendor:5318 000191202 000191203	WHOLESALE DIRECT LAMP, OVAL, AND OTHER PARTS LENS REPLACEMENT & OTHER PARTS Check Total:	334.69 329.25 663.94	03/09/2012 03/09/2012	Check Sequence: 94 10-90-50110 10-90-50110	ACH Enabled: No
Vendor:1800 23799	WIRFS Industries, Inc UL REPAIRS TO LADDER TRUCK 475 Check Total:	5,943.31 5,943.31	03/09/2012	Check Sequence: 95 08-01-50030	ACH Enabled: No
	Total for Check Run:	555,427.57			
	Total Number of Checks:	95			

Accounts Payable Manual Check Proof List

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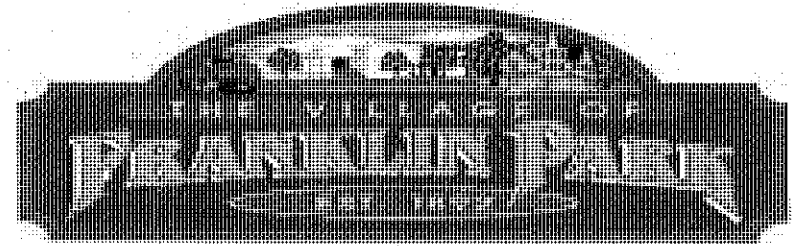
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Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 3475 U. S. POSTAL SERVICE							
12202011	190.00	02/17/2012	RENEWAL OF PERMIT 188	302283	02/17/2012	10-01-51500	
Total for Check	190.00						
02172012	1,241.35	02/17/2012	TO REPLENISH PERMIT 188 FOR MAILING	302284	02/17/2012	10-01-51500	
Total for Check	1,241.35						
02172012A	190.00	02/17/2012	FOR RENEWAL OF STANDARD MAILING PERMIT	302286	02/17/2012	10-01-51500	
Total for Check	190.00						
Total for 3475	1,621.35						
Vendor: 5583 CERTI-FIT AUTO BODY PARTS							
607459	64.75	02/17/2012	BUMPER COVER FOR VEHICLE 210	302279	02/09/2012	08-01-50035	
Total for Check	64.75						
Total for 5583	64.75						
Total Checks:	1,686.10						

Accounts Payable

Manual Check Proof List

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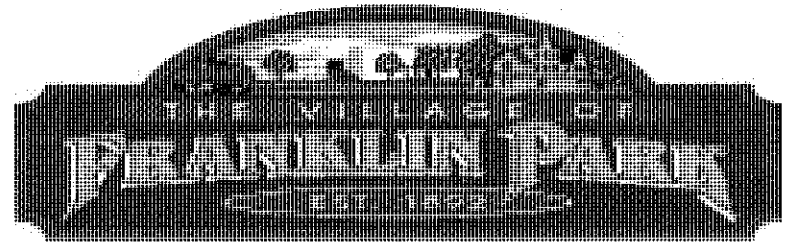


Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0071			NYE PARTNERS				
				302427	02/29/2012		
02282012	50.00	02/29/2012	LET'S MOVE TRANSLATOR			10-01-51885	
Total for Check	50.00						
Total for 0071	50.00						
Vendor: 1346			DavidRichter				
				302426	02/24/2012		
02122012	68.74	02/29/2012	PHOTO SUPPLIES FOR DEPARTMENT			10-30-59000	
Total for Check	68.74						
Total for 1346	68.74						
Total Checks:	118.74						

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 03/01/2012 - 4:00 PM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0002	DMD SERVICES, INC.						
02152012-1	91,778.40	03/09/2012	DEMOLITION EXPENSE	302428	03/09/2012	54-01-53000	
Total for Check	91,778.40						
Total for 0002	91,778.40						
<hr/>							
Total Checks:	91,778.40						

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1112-R-___

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS AUTHORIZING AN APPLICATION BY THE VILLAGE OF FRANKLIN
PARK FOR AN ILLINOIS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
DISASTER RECOVERY "IKE" PROGRAM GRANT**

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 AUTHORIZING AN APPLICATION BY THE VILLAGE OF FRANKLIN
PARK FOR AN ILLINOIS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
DISASTER RECOVERY “IKE” PROGRAM GRANT**

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 is applying to the State of Illinois for a CDBG-IKE Disaster Recovery Program Grant to support the buy-out and demolition of certain residential properties in the floodplain; and

WHEREAS, it is necessary that an application be made and agreements entered into with the State of Illinois.

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. That the Village of Franklin Park apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.

Section 3. That the Village President, Village Clerk, Village Engineer and Community Development Director on behalf of the Village execute such documents and all other documents

necessary for the carrying out of said application.

Section 4. That the Village President, Village Clerk, Village Engineer and Community Development Director are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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

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

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

(Intentionally Left Blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 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 March 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1112-R-___

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AUTHORIZING AN EXPEDITED PERMIT
APPLICATION PROCESS FOR WORK PERFORMED BY VILLAGE
EMPLOYEES IN STATE OF ILLINOIS MAINTAINED RIGHTS OF WAY**

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 AUTHORIZING AN EXPEDITED PERMIT
APPLICATION PROCESS FOR WORK PERFORMED BY VILLAGE
EMPLOYEES IN STATE OF ILLINOIS MAINTAINED RIGHTS OF WAY**

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, from time to time, must undertake certain infrastructure improvements or repairs, in the years 2012 and 2013, including but not limited to, the location, construction, operation and maintenance of driveways and street returns, water mains, sanitary and storm sewers, street light, traffic signals, sidewalk and landscaping on State highways within the Village, which by law or agreement, or both, come under the jurisdiction and control of the Department of Transportation of the State of Illinois (the "*Department*"); and

WHEREAS, an individual working permit must be obtained from the Department by the Village or by an entity under contract and supervision of the Village, which requires a surety bond to guarantee that all work is completed in accordance with State specifications and that the right of way is properly restored, prior to any of the aforesaid work being undertaken either by the Village or an entity under contract and supervision of the Village; and

WHEREAS, this Resolution merely expedites the issuance of permits to the Village by the Department, but does not constitute a blanket permit for work in the State system and this Resolution does not relieve contractors from conforming with the normal bonding requirements or from obtaining required permits.

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 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 Village hereby pledges its good faith and guarantees that all work undertaken by the Village shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during such work, and assume all such liability for damages to person or property, to the extent required by law, by reason of the work performed under the provision of said permit and as required by said permit.

Section 3. The officers and officials of the Village are hereby authorized and directed to sign said working permit on behalf of the Village.

Section 4. The Village Clerk and Village Engineer are hereby directed to forward a certified copy of this Resolution to the Department.

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

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

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

(Intentionally Left Blank)

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

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1112-R-___

**A RESOLUTION APPROVING AN AGREEMENT BY AND
BETWEEN ENTERTAINMENT MANAGEMENT GROUP 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

RESOLUTION NUMBER 1112-R-__

**A RESOLUTION APPROVING AN AGREEMENT BY AND
BETWEEN ENTERTAINMENT MANAGEMENT GROUP 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, Entertainment Management Group is in the business of coordinating entertainment performers and service providers for special events; and

WHEREAS, the Village requires such services and advice for its special events; and

WHEREAS, it is the desire of both Entertainment Management Group and the Village to enter into an Agreement pursuant to which Entertainment Management Group will provide such professional services to the Village.

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 Agreement by and between the Village of Franklin Park, Cook County, Illinois and Entertainment Management Group (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 Resolution and the Agreement.

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

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

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

(Intentionally Left Blank)

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

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement



Contract made this date 2/27/2012, between **Entertainment Management Group**, a sole proprietorship, (hereinafter referred to as **AGENT**) and **The Village of Franklin Park, Illinois** (hereinafter referred to as **PURCHASER**)

The **PURCHASER** hereby engages the **AGENT** to perform the duties and services set forth in Item #4, upon all of the terms and conditions herein set forth. The budget and payment for such services and duties shall be \$19,350 (see item #7).

Please Initial _____

1. EVENT: Franklin Park Railroad Daze Please Initial _____

2. DATES OF ENGAGEMENT: 6/08/2012-6/09/2012 **RAIN OR SHINE** Please Initial _____

3. PLACE OF ENGAGEMENT: Tower Park Franklin Ave. & Calwagner St., Franklin Park, IL Please Initial _____

4. DUTIES and SERVICES: From the budget, **AGENT** will provide, to the **PURCHASER**, management and logistical supervision of the above referenced event, solely related to the musical concert portion of the event. Duties will include meeting or communicating with Village of Franklin Park staff as necessary, contacting the bands (or representatives) listed under item #5, negotiation and of band contracts and riders, contracting the bands to perform, scheduling of band load-ins and load-outs, on-site monitoring of sound, lighting, and staging personnel, assuring compliance of any band rider requirements, and rental of sound system and lighting system. Nothing contained herein shall be construed as authority for **AGENT** to bind the **PURCHASER** to any contractual obligations not set forth herein and **AGENT** shall not hold himself out to any third party as having such authority. Additionally, **AGENT** will disburse all performance fees, rental fees, event management fees and agent/manager commissions. The parties agree and acknowledge that the payments set forth in item #7 shall be **PURCHASER'S** only payment obligations and any additional expenditures, including expenditures in excess of the budgeted-for amounts, if any, shall be the sole responsibility of **AGENT**. The foregoing shall include, but not be limited to, any expenditures necessary for **AGENT** to comply with provisions of the riders or other agreements entered into between **AGENT** and the bands.

Please Initial _____

5. With **PURCHASER** approval and acceptance of the special provisions listed under item #6, **AGENT** shall contract for the performance services of the following listed bands: **Hi Fi Superstar, Arra, Breach The Wall, Looney Train, American English, 7th Heaven** Please Initial _____

6. SPECIAL PROVISIONS: Please Initial _____

{a} If engagements are canceled on the day of the scheduled performances due to inclement weather, bands will receive full compensation.

{b} To be provided by **PURCHASER**: (1) stage with drum riser, dressing area,, any necessary generators and electrician, water, and soft drinks.

{c} This contract cannot be canceled unless mutually agreed upon by both parties.

{d} FORCE MAJEURE: If any band's performance(s) is rendered impossible, hazardous, or is otherwise prevented or impaired due to Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the **AGENT'S** control, then **AGENT'S** obligation with respect to the affected performance(s)/service(s) shall be excused and **AGENT** shall have no liability to **PURCHASER** in connection therewith; provided however that the foregoing shall not excuse **AGENT'S** obligation hereunder to pay a band(s) performance fees if due and owing pursuant to the terms of this agreement. If band is present and able to perform and show is canceled, for any reason, **PURCHASER** shall be liable for total compensation for all services. Notwithstanding anything to the contrary contained herein, in the event of the cancellation of any performance and/or the event, **AGENT** will take commercially reasonable efforts to secure alternate performances for the affected band(s) for the dates of engagement set forth herein and, in the event the band(s) secures such alternate performance, said band's(s') booking fees shall be refunded to the **PURCHASER** by **AGENT**.

(e) In the event that a band (i) fails to make itself present and prepared to perform on the day of the scheduled performance and at the designated time; (ii) fails to perform for the agreed upon duration, or a reasonably close approximation thereof; or (iii) otherwise materially varies from the agreed upon parameters of its performance, then **PURCHASER** shall be entitled to a refund of such band(s) booking fees. In the event that such a refund becomes due and owing to **PURCHASER**, under the terms of

Section 6 or otherwise, AGENT shall issue the same to PURCHASER within ten (10) calendar days after the dates of engagement set forth herein.

{f} In no event shall AGENT be liable for any personal injury or damage caused by or to persons altering with or tampering with stage, show props/costumes or lighting/sound equipment where such acts are outside of AGENT'S reasonable control. In no event shall AGENT be liable for any personal injury to any band member caused by any negligent act of such band member.

{g}. No portion of this performance shall be recorded, reproduced, or transmitted in any manner, by any means whatsoever, without the prior WRITTEN permission of the AGENT.

{h} PURCHASER shall procure and maintain liability insurance coverage for the dates of the engagement contained herein.

{i} This agreement shall be governed by the laws of the State of Illinois.

{j} AGENT will inform all bands that no obscene language or gestures will be tolerated. It is agreed that AGENT acts as a talent consultant and assumes no liability hereunder. PURCHASER agrees to hold AGENT harmless from any action of any band or band member. PURCHASER shall defend, indemnify and hold AGENT, it's officers, and employees harmless from and against any and all claims, suits, damages, judgements, liabilities, costs and expenses (whether based on breach of contract, or product liability), including reasonable counsel fees, arising out of or based on the performance of any band or member associated with any band hereunder or any act of commission of such band or member.

{k} INDEPENDENT CONTRACTOR: All parties hereto acknowledge that they are solely acting as independent contractors and nothing herein contained shall be construed as creating a partnership, employee/employer, joint venture or any other relationship between the parties.

{l} The contract may be executed in multiple counterparts and delivery of facsimile copies or executed counterparts shall be deemed valid and effective for all purposes.

{m} The signatures below confirm that the parties have read and approved each and all of the terms and conditions set forth in this agreement and constitutes the sole, complete and binding agreement between the parties hereto. PURCHASER, in signing this agreement him/herself or having same signed by a representative, acknowledges his/her/their authority to do so, and hereby assumes liability for all stated amounts.

7. PAYMENT: All payments shall be paid by CERTIFIED CHECK or CORPORATE CHECK as follows:

PURCHASER shall pay a \$9,675 Deposit to, and in the name of, ENTERTAINMENT MANAGEMENT GROUP not later than 3/30/2012.

Please Initial _____

PURCHASER shall pay a \$9,675 Final Payment to, and in the name of ENTERTAINMENT MANAGEMENT GROUP, not later than 6/01/2012.

Please Initial _____

<p>x _____ Date ____/____/____</p> <p>PURCHASER Village of Franklin Park 9500 Belmont Franklin Park, IL</p>	<p><i>Murray Weiner, EMG</i></p> <p>-----x-----</p> <p>AGENT Murray Weiner dba Entertainment Management Group PO Box 91766 Elk Grove Village, IL 60009</p>	<p>∨2/27/2012</p>
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THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1112-R-___

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AUTHORIZING AMALGAMATED BANK
OF CHICAGO TO REPATRIATE VILLAGE FUNDS**

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 AUTHORIZING AMALGAMATED BANK
OF CHICAGO TO REPATRIATE VILLAGE FUNDS**

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, receives periodic ACH distributions from the County of Cook (the "*County*") in accordance with its property tax levy and the County's distribution; and

WHEREAS, in September of 2011 the Village issued alternative revenue bonds in the amount of \$9,975,000.00; and

WHEREAS, one of the covenants contained in the bond documents requires the intercept of a portion of property tax distributions rightfully due and owing the Village; and

WHEREAS, such funds are to be held by Amalgamated Bank of Chicago (the "*Bank*"), acting as Tax Escrow Agent, for the eventual payment of debt service on the bonds; and

WHEREAS, in February 2012 the County began to inadvertently divert all tax distributions due the Village to the Bank; and

WHEREAS, as a result of such action, the Bank is currently in possession of approximately \$1,616,475.87 of Village funds, which far exceeds the amounts stipulated in the bond covenants.

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 Village authorizes and directs the Bank to repatriate these excess funds to the Village.

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

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

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

(Intentionally Left Blank)

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

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE TOWNSHIP OF LEYDEN, COOK COUNTY, ILLINOIS AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS FOR AN ILLINOIS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DISASTER RECOVERY
PUBLIC INFRASTRUCTURE GRANT PROGRAM**

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 INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE TOWNSHIP OF LEYDEN, COOK COUNTY, ILLINOIS AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS FOR AN ILLINOIS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DISASTER RECOVERY
PUBLIC INFRASTRUCTURE GRANT PROGRAM**

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

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contract to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the "*Act*") authorizes units of local government to exercise jointly with any public agency of the State, included other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contract for the performance of governmental services, activities or undertakings; and

WHEREAS, the Township of Leyden, Illinois (the "*Leyden Township*") will join in an application by the Village for an Illinois Community Development Block Grant (CDBG) Disaster Recovery "IKE" Program Grant to support the purchase of homes in the floodplain; and

WHEREAS, the Leyden Township and the Village desire to enter into an intergovernmental agreement in order to cooperate as much as needed to accomplish this endeavor with grant funds (the "*Intergovernmental Cooperation Agreement*"), a copy of which is attached

hereto and made a part hereof as Exhibit A; and

WHEREAS, the Village President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the “*Corporate Authorities*”) find that it is in the best interest of the Village to approve the Intergovernmental Cooperation Agreement with the Leyden Township.

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 Intergovernmental Cooperation Agreement by and between the Township of Leyden, Cook County, Illinois and the Village of Franklin Park, Cook County, Illinois, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby authorized and approved substantially in the form presented to this Village Board, with such necessary revisions, if any, as determined by the Village President, said changes being approved by execution and delivery of such Intergovernmental Cooperation Agreement by the Village President.

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

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

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

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

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

	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 March 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Intergovernmental Cooperation Agreement

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING AND APPROVING A PROFESSIONAL
SERVICES AGREEMENT FOR THE COPENHAGEN LIFT STATION
IMPROVEMENTS PROJECT BY AND BETWEEN CLARK DIETZ, INCORPORATED
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

Trustees

ORDINANCE NUMBER 1112-G- __

AN ORDINANCE AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE COPENHAGEN LIFT STATION IMPROVEMENTS PROJECT BY AND BETWEEN CLARK DIETZ, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

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

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

Section 2. The Professional Services Agreement for the Copenhagen Lift Station Improvements Project by and between Clark Dietz, Incorporated and the Village of Franklin Park, Cook County, Illinois (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 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 March 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

Copenhagen Lift Station Improvements

This Agreement is by and between

Village of Franklin Park (“Client”)

9500 Belmont Avenue
Franklin Park, Illinois 60131

and

Clark Dietz, Inc. (“Clark Dietz”)

5017 Green Bay Road
Suite 126
Kenosha, WI 53144

Who agree as follows:

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

Agreed to by Client

Agreed to by Clark Dietz

By: _____

By: _____

Title: _____

Title: President / Chief Executive Office

Date: _____

Date: _____

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The Village of Franklin Park will retain Clark Dietz, Inc. to provide design engineering services to prepare plans and specifications for improvements to the lift station located at the stormwater detention facility located at Copenhagen Court. The existing lift station has flooded during storm events; thus rendering the pumps and controls inoperable.

The project will include an initial review of the site and assessment of the pumps and controls. The preliminary work will include an evaluation of the potential reuse of the existing equipment, as well as the replacement of the above ground pumps with a submersible pump station. Also included in the project is the replacement or upgrade of the power feed to the pumps and replacement of the existing control panel.

B. Scope

1. DESIGN PHASE

- a. Perform an initial review of the site, including the pump station, controls, and power feed. The initial investigation will be to determine if any of the equipment, wires, and/or conduit may potentially be reused.
- b. Perform calculations to properly size the pumps and piping systems to fit the existing 5-foot diameter wetwell.
- c. Evaluate the retrofit of the pump station to determine if the stormwater pumps may be above ground or submersible.
- d. Provide the Village with completed bidding documents consisting of plans and specifications for the replacement or refurbishment of the existing pump station.

2. BIDDING PHASE

- a. Advertise the project for bidding.
- b. Review prospective bidders of the project.
- c. Provide a recommendation to the Village concerning the award of the project.
- d. Process contracts for construction.

C. Schedule

The Design Phase will be started within two (2) weeks upon the receipt of a Notice to Proceed from the Village, and documents prepared for submission to the Village for review within eight (8) weeks of the Notice to Proceed. The Bidding Phase of the project will be completed within eight (8) weeks upon the approval of the Village to advertise the project.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois.
2. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
3. This agreement does not include the preparation of assessment roles or schedules.
4. This agreement does not include geotechnical investigations.
5. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
7. No Federal permits are anticipated for this project.
8. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
9. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.
10. This agreement does not include construction engineering services or administrative services during construction. If desired by the Village, construction services will be performed under a separate agreement approved by the Village.
11. This agreement does not include a structural evaluation of the existing wetwell.

E. Electronic Data Format

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

**PART II
CLIENT'S RESPONSIBILITIES**

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

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. The Client representative for this Agreement will be Joe Lauro, Utility Commissioner.

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

PART III

COMPENSATION

A. Compensation

Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Agreement will be the lump sum amount detailed as following:

DESIGN PHASE: \$9,050.00

BIDDING PHASE: \$ 850.00

PROJECT TOTAL: \$9,900.00

This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses.

B. Billing and Payment

1. Timing/Format

- a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
- c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV EQUAL EMPLOYMENT OPPORTUNITY

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

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

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

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

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

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

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

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

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

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

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

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

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

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

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

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

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

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