

**VILLAGE OF FRANKLIN PARK  
VOUCHER AND PAYMENT SUMMARY  
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF  
02/06/12**

<b>Payroll Ending</b>	<b>01/13/12</b>	<b>01/27/12</b>
Village Portion of Social Security	7,297.66	8,277.79
Village Portion of Medicare	4,936.97	5,407.67
Prior Month Village Portion of IMRF	35,287.24	
Gross Payroll	387,489.51	415,382.32
Special Payrolls (Police Uniform Pay)		17,737.50
<b>Total Payroll Expense</b>	<b>\$ 435,011.38</b>	<b>446,805.28</b>
<b>Garra Expense</b>	<b>\$0.00</b>	
<b>Manual Checks &amp; Wires</b>		
Manual Checks	11,471.14	
<b>Total Manual Checks &amp; Wires</b>	<b>\$ 11,471.14</b>	
<b>ACH Debits</b>		
Health Insurance Premium	\$175,891.50	
Other		
<b>Total ACH Debits</b>	<b>\$175,891.50</b>	
<b>Total Voucher</b>	<b>\$427,984.90</b>	
<b>Grand Total Payments</b>	<b>\$ 1,497,164.20</b>	

# Accounts Payable

## Computer Check Proof List

User: cperez

Printed: 02/02/2012 - 3:15 PM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3443	1st AYD Corporation			Check Sequence: 1	ACH Enabled: No
510891	2 EXTRA LONG WHITE 8 INCH CRANK TOWELS	200.56	02/10/2012	10-90-62680	
512915	COTTON LOOP, TOWELS, GARBAGE BAGS	539.09	02/10/2012	10-30-62030	
	Check Total:	739.65			
Vendor:5380	A & A LANDSCAPING			Check Sequence: 2	ACH Enabled: No
1101	SENIOR SNOW REMOVAL SVCS 1/16/2012	925.00	02/10/2012	10-60-63500	
	Check Total:	925.00			
Vendor:1259	Ace Hardware			Check Sequence: 3	ACH Enabled: No
043314/1	WIRE WHEEL 6" COARSE MED	21.99	02/10/2012	10-30-62050	
043318/1	2 BATTERY ALK C 8PK WIDE	25.98	02/10/2012	10-30-62050	
	Check Total:	47.97			
Vendor:1260	Ace Hardware			Check Sequence: 4	ACH Enabled: No
042645/1	BRUSH,OIL,PAINT BRUSHES, ROLLERCOATS	46.89	02/10/2012	34-01-69600	
042783/1	PIK STIK REACHER 32"	19.98	02/10/2012	10-90-62600	
042790/1	EXTENSION CORD& BARRELL BOLT	18.98	02/10/2012	35-01-62070	
042799/1	SPRAYERS	8.98	02/10/2012	10-90-62600	
043163/1	TRASH BAG CONTR	14.99	02/10/2012	10-90-62600	
	Check Total:	109.82			
Vendor:1263	Ace Hardware			Check Sequence: 5	ACH Enabled: No
043249/1	2 VAC BELTS EUREK UPRITE	4.98	02/10/2012	10-13-52200	
043400/1	HANDSANITIZER REFILL 800ML	39.96	02/10/2012	10-13-52200	
043406/1	POP-UP COMPLETE CHROME	19.99	02/10/2012	10-13-52600	
	Check Total:	64.93			
Vendor:1264	Ace Hardware			Check Sequence: 6	ACH Enabled: No
039173/1	COMMERCIAL CANOPY	339.98	02/10/2012	10-90-62600	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
040940/1	ENAMEL LIGHTING GRAY PAINTS	261.35	02/10/2012	10-90-62600	
041208/1	ENAMEL LIGHTING GRAY PAINTS	-67.98	02/10/2012	10-90-62600	
043073/1	RAKES	63.96	02/10/2012	10-90-62070	
043255/1	FASTENERS (SCREWS, NAILS, TACKS)	3.76	02/10/2012	08-01-50030	
	Check Total:	601.07			
Vendor:3364 1245111-01-2012	ADP Screening & Selection MONTHLY SCREENING SERVICES DEC 11 JAN 12	48.96	02/10/2012	Check Sequence: 7 10-60-59000	ACH Enabled: No
	Check Total:	48.96			
Vendor:3050 78003 78004 78005 78092	Air One Equipment, Inc. FIRE HERO BOOT, KANGAROO GLOVE, BAG COBRA ULTIMATE CARBON HOOD ULTRA ELITE, FIT TESTING, REPLACEMENTKIT REPLACEMENT KIT HUD ASSEMBLY	446.95 432.00 535.00 182.00	02/10/2012 02/10/2012 02/10/2012 02/10/2012	Check Sequence: 8 10-30-62180 10-30-62180 10-30-62120 10-30-62120	ACH Enabled: No
	Check Total:	1,595.95			
Vendor:3576 105157678	AIRGAS NORTH CENTRAL ACETYLENE, OXYGEN AND HAZARDOUS MATERIALS	41.07	02/10/2012	Check Sequence: 9 10-30-62090	ACH Enabled: No
	Check Total:	41.07			
Vendor:0149 522250	Al Piemonte Ford Sales, Inc. ALTERNATOR FOR 875 & CORE	507.29	02/10/2012	Check Sequence: 10 08-01-50020	ACH Enabled: No
	Check Total:	507.29			
Vendor:0013 165369	ALLIED ASPHALT PAVING CO. 12.44 TONS OF COLDPATCH	1,156.92	02/10/2012	Check Sequence: 11 10-90-62600	ACH Enabled: No
	Check Total:	1,156.92			
Vendor:4305 5658	Animal Welfare League 4 DOGS/CATS HANDLED	91.00	02/10/2012	Check Sequence: 12 10-20-60625	ACH Enabled: No
	Check Total:	91.00			
Vendor:5347 701-7505926 701-7505927 701-7513788 701-7513789 701-7515255	ARAMARK UNIFORM SERVICES 14 RUBBER MATS AND SCRAPERS 16 RUBBER MATS AND SCRAPERS 14 RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS	52.53 69.88 52.53 69.88 42.50	02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012	Check Sequence: 13 10-20-52600 10-13-52600 10-20-52600 10-13-52600 10-30-62050	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	287.32			
Vendor:2763 0160426	BAXTER & WOODMAN FRANKLIN AVE PHASE 1 REHABILITATION Check Total:	12,306.32 12,306.32	02/10/2012	Check Sequence: 14 10-90-82800	ACH Enabled: No
Vendor:0925 106561	Bellwood Electric Motors, Inc. CURTISS STATION Check Total:	3,400.00 3,400.00	02/10/2012	Check Sequence: 15 34-01-50940	ACH Enabled: No
Vendor:4590 0110107036DEC11 0473120026 1513111004 I513111004JAN12 3195005070 3291125046 3893073029DEC 5228412016 5228689026 5564650027 5732152069 7603147072DEC11	BlueStar energy solutions ELECTRICITY 0110107036 11/14-12/15/2011 0473120026 12/12/2011-01/12/2012 1513111004 11/14-12/16 2011 DELIVERY FEE 1513111004 12/16-11-1/20/12 3195005070 12/08/2011-01/11/2012 ELECTRICITY 3291125046 12/16-11-1/19/12 3893073029 12/09-1/12 2011-2012 ELECTRICITY 5228410216 12/16/11-01/19/12 ELECTRICITY 5228689026 12/16-11-01/19/12 5564650027 12/08-2011 01/12/2012 5732152069 12/08/2011-01/11/2012 ELECTRICITY 7603147072 12/02-1/05 2012 Check Total:	41.12 1,675.08 26.50 53.06 250.79 777.30 2.68 1,599.29 475.50 27.83 106.99 93.23 5,129.37	02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012	Check Sequence: 16 35-01-62800 34-01-62800 10-50-62330 10-50-62330 34-01-62800 10-50-62330 10-50-62330 35-01-62800 10-13-52550 10-50-62330 35-01-62800	ACH Enabled: No
Vendor:1609 00287608 00287917	Bristol Hose & Fitting FABRICATE HOSE ASSEMBLY FOR 479 CUSTOM HOSE ASSEMBLY FOR 479 Check Total:	215.88 66.92 282.80	02/10/2012 02/10/2012	Check Sequence: 17 08-01-50030 08-01-50030	ACH Enabled: No
Vendor:0347 63038	Builders Chicago Corporation REPAIR OVERHEAD DOOR Check Total:	244.00 244.00	02/10/2012	Check Sequence: 18 10-20-52600	ACH Enabled: No
Vendor:3236 2046-122669 2046-123125 2046-123691 2046-123900 2046-123958	CARQUEST ATTN: LARRY AUTO BATTERY GROUP 4D GEL BATTERY ACORN NUTS AUTO BATTERY, COM & TRACTOR BAT 211 OIL SEAL FOR 877	-36.00 -909.90 -35.50 489.74 7.77	02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012	Check Sequence: 19 08-01-50020 08-01-50035 08-01-50090 08-01-50035 08-01-50020	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2046-124033	MP OIL FILTER RED	42.96	02/10/2012	08-01-50020	
2046-124052	SWAY BAR REPAIR KIT FOR 62	26.62	02/10/2012	08-01-50090	
2046-124096	BLOWER MTR RESISTOR FOR 204	25.99	02/10/2012	08-01-50090	
2046-124313	IGNITION LOCK CYL, BLOWER MTR FOR 315	183.49	02/10/2012	08-01-50035	
2046-124371	SEAL MARK PIGTAIL FOR 207	3.44	02/10/2012	08-01-50090	
2046-124379	IGNITION SWITCH FOR 315	96.79	02/10/2012	08-01-50013	
2046-124437	REMAN STARTED AND AUTO BATTERY	-267.00	02/10/2012	08-01-50090	
2046-124481	COM & TRACTOR BAT FOR 217	257.98	02/10/2012	08-01-50035	
2046-124690	AUTO BATTERIES	233.10	02/10/2012	08-01-50090	
2046-124738	PROPANE CYLINDER	6.46	02/10/2012	08-01-50090	
2046-124751	MAP GAS	49.16	02/10/2012	08-01-50090	
2046-124782	AUTO BATTERY FOR 875	114.68	02/10/2012	08-01-50020	
2046-124859	COMP & TRACTOR BATTERIES FOR 481	260.38	02/10/2012	08-01-50030	
2046-124877	AUTO BATTERY/ COM & TRACTOR BAT	-163.99	02/10/2012	08-01-50020	
2046-124880	AUTO BATTERY	112.99	02/10/2012	08-01-50020	
2046-124923	REMAN STARTER (875)	185.00	02/10/2012	08-01-50020	
2046-125024	REAR BLADE, 2 WIPER BLADE ICONS (882)	52.24	02/10/2012	08-01-50020	
2046-125092	COPPER COIL & SPARK PLUG FOR 238	48.36	02/10/2012	08-01-50090	
2046-125232	HEADLAMP BULBS FOR #482	22.92	02/10/2012	08-01-50030	
2046-270504	AIR FILTER LD FOR 234	24.14	02/10/2012	08-01-50090	
	Check Total:	831.82			
Vendor:5436 01192012 408-548258	CAS OF NEW ENGLAND, INC. TECH 2 UPDATE 32MB CARD HOLDERS ANNUAL UPDATE RENEWAL FOR TEST EQUIPMENT	420.00 145.00	02/10/2012 02/10/2012	Check Sequence: 20 08-01-89115 08-01-89115	ACH Enabled: No
	Check Total:	1,565.00			
Vendor:UB*00362	LAVERNE CASIO Refund check	10.00	01/26/2012	Check Sequence: 21 09-00-20100	ACH Enabled: No
	Check Total:	10.00			
Vendor:2491 196059	CENTRO PRINT SOLUTIONS 1099 MISC FORMS	75.23	02/10/2012	Check Sequence: 22 10-01-51800	ACH Enabled: No
	Check Total:	75.23			
Vendor:0549 602479	Certified Laboratories TRUCK & MOTOR DEGREASER	1,621.42	02/10/2012	Check Sequence: 23 08-01-89115	ACH Enabled: No
	Check Total:	1,621.42			
Vendor:1420 409754	CLARK DIETZ, INC. 2011 SANITARY SEWER LINING	750.00	02/10/2012	Check Sequence: 24 35-01-82800	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
409886	IKE GRANT FEASIBILITY STUDY	900.00	02/10/2012	10-12-82800	
409887	IKE BUYOUT GRANT APPLICATION	3,767.50	02/10/2012	10-12-82800	
409928	PROF SERVICES FOR PERIOD 11/26-12/31 11	950.33	02/10/2012	34-01-82800	
	Check Total:	6,367.83			
Vendor:3644	COMCAST CABLE			Check Sequence: 25	ACH Enabled: No
877120086001103	INSTALLATION AND CABLE FEE	32.65	02/10/2012	10-01-51300	
877120086014123	CABLE FOR 8771 20 086 0141239 DEC 2011	35.64	02/10/2012	10-90-54000	
	Check Total:	68.29			
Vendor:5257	COMED			Check Sequence: 26	ACH Enabled: No
1513111004JAN	1513111004 12/16/2011-1/20/2012	31.91	02/10/2012	10-50-62330	
1862148017JAN12	1862148017 12/21/2011-1/25/2012	341.01	02/10/2012	35-01-62800	
3195005070JAN12	ELECTRICITY 3195005070 12/8-1/11 2012	101.45	02/10/2012	10-50-62330	
3893073029JAN12	ELECTRICITY 3893073029 12/9-11-1/12/12	17.51	02/10/2012	10-50-62330	
4683032004JAN12	4683032004 12/15/2011-1/20/2012	231.50	02/10/2012	10-50-62330	
5396076006JAN12	5396076006 12/16/2011-1/20/2012	411.60	02/10/2012	10-50-62330	
5732152069JAN12	ELECTRICITY 5732152069 12/8-1/11 2012	62.21	02/10/2012	10-50-62330	
5903506002DEC11	ELECTRICITY 12/9-11 1/13-12 5903506002	248.86	02/10/2012	10-50-62330	
7603147072JAN12	ELECTRICITY 7603147072 12022011-01052012	113.14	02/10/2012	35-01-62800	
	Check Total:	1,559.19			
Vendor:0521	COMMERICAL TIRE COMPANY			Check Sequence: 27	ACH Enabled: No
1110009308	REAR TIRES FOR 217	1,478.98	02/10/2012	10-90-50110	
1110009411	FLAT REPAIR	186.50	02/10/2012	10-90-50110	
	Check Total:	1,665.48			
Vendor:1337	Corporate Business Cards, Ltd			Check Sequence: 28	ACH Enabled: No
156729	JANUARY VILLAGE NEWSLETTER	2,177.95	02/10/2012	10-01-51880	
	Check Total:	2,177.95			
Vendor:1464	D & P CONSTRUCTION			Check Sequence: 29	ACH Enabled: No
0000116277	30 YARD SWITCH	300.00	02/10/2012	09-01-64000	
0000116630	30 YARD SWITCH	300.00	02/10/2012	09-01-64000	
0000117379	30 YARD SWITCH	600.00	02/10/2012	09-01-64000	
089718	3 LEAVES PICKUPS	1,068.00	02/10/2012	09-01-64000	
089719	STREET SWEEPINGS	356.00	02/10/2012	09-01-64000	
	Check Total:	2,624.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:5503 0000284206	DISCOVERY BENEFITS DEBIT CARD/MONTHLY PARTICIPANT JAN 12 Check Total:	243.00 243.00	02/10/2012	Check Sequence: 30 10-01-40999	ACH Enabled: No
Vendor:0002 1202012	DMD SERVICES, INC. REFUND DEPOSIT MONEY FOR HYDRANT METER Check Total:	2,500.00 2,500.00	02/10/2012	Check Sequence: 31 34-01-62856	ACH Enabled: No
Vendor:1755 22149	E HOFFMAN INC 20 LOADS HAULED OUT-DIRT MIX Check Total:	5,400.00 5,400.00	02/10/2012	Check Sequence: 32 34-01-62860	ACH Enabled: No
Vendor:8255 0048658	EJ EQUIPMENT SEAL INLET AND OUTLET Check Total:	161.59 161.59	02/10/2012	Check Sequence: 33 08-01-50035	ACH Enabled: No
Vendor:5609 100441800260 200899900090 200900000080	EXELON ENERGY 11/14-12/15 2011 EE1004418 EE2008999 12/02/2011-01/04/2012 11/14-12/15 2011 EE2009000 Check Total:	7,492.68 20,073.17 444.20 28,010.05	02/10/2012 02/10/2012 02/10/2012	Check Sequence: 34 34-01-62800 35-01-62800 10-50-62330	ACH Enabled: No
Vendor:2498 102157	FIRE PSYCHOLOGICAL ASSESSMENT 4 FIREFIGHTERS Check Total:	1,700.00 1,700.00	02/10/2012	Check Sequence: 35 10-40-62270	ACH Enabled: No
Vendor:0502 119121	FLOORS & WALLS UNLIMITED WHITE AND BLACK PAINT Check Total:	39.07 39.07	02/10/2012	Check Sequence: 36 34-01-69600	ACH Enabled: No
Vendor:0081 9517 9677 9704	FRANKLIN PARK PLUMBING CO PROVIDED MACHINE & OPERATOR JULY FLOOD NEW VALVE & BOX. CORNER ADDISON & RUNGB 3028 HAWTHORN WATER MAIN BREAK Check Total:	1,410.00 240.00 875.00 5,525.00	02/10/2012 02/10/2012 02/10/2012	Check Sequence: 37 35-01-63070 34-01-62860 34-01-62860	ACH Enabled: No
Vendor:5412 12122011	FRANKLIN PARK PUBLIC SCHOOLS REIMBURSEMENT TO SCHOOL DISTRICT 84	81,536.00	02/10/2012	Check Sequence: 38 42-01-59000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	81,536.00			
Vendor:3510	GARVEY'S OFFICE PRODUCTS			Check Sequence: 39	ACH Enabled: No
PINV362372	4 REAMS OF PHOTO PAPER, 2 FOLDERS	76.94	02/10/2012	10-01-50400	
PINV363965	20 PICTURE FRAMES 60 INK CARTRIDGESTONER	1,535.30	02/10/2012	10-01-50400	
PINV371542	FOLDERS,LABELS,WIPES,SHARPIES,PLANNERS	78.96	02/10/2012	10-90-62680	
PINV371983	2 PLANNERS	23.98	02/10/2012	34-01-62070	
PINV371983A	2 PLANNERS	11.99	02/10/2012	35-01-62070	
PINV371983B	2 PLANNERS	35.97	02/10/2012	10-90-62070	
PINV374667	PLATFORM KEYBOARD	183.20	02/10/2012	10-90-62680	
PINV376105	BATTERIES	108.36	02/10/2012	10-90-62680	
PINV377285	REPORT COPY PAPER	538.50	02/10/2012	10-20-50400	
PINV377304	TONER, DRUM, RUBBER BAND, TAPE	449.43	02/10/2012	10-20-50400	
PINV380930	BINDER,BOOK,PAPER,PENS,ENVELOPES	219.54	02/10/2012	10-01-50400	
PINV381601	PAPERCLIPS,PENS,BOOK,PENCILS,CLIPS,NOTES	235.72	02/10/2012	10-01-50400	
PINV385220	FRAME PICTURE, HOLDER, FOLDER, PAPER	278.19	02/10/2012	10-01-50400	
PINV386650	8 MARKERS,80 REAMS OF COPY PAPER	315.02	02/10/2012	10-01-50400	
PINV388724	OFFICE SUPPLIES	69.98	02/10/2012	10-01-50400	
PINV389315	PAPER	47.75	02/10/2012	10-01-50400	
	Check Total:	4,208.83			
Vendor:0086	Geib Industries, Inc.			Check Sequence: 40	ACH Enabled: No
394690-001	E-477 PARTS	32.60	02/10/2012	08-01-50030	
400197-001	HYDRO HOSE	66.18	02/10/2012	35-01-50150	
	Check Total:	98.78			
Vendor:4516	GONZALEZ & ASSOCIATES, P.C.			Check Sequence: 41	ACH Enabled: No
1201105	PROF SVCS DEC 18-DEC 31 20122	4,050.00	02/10/2012	10-33-52400	
1201123	PROFESSIONAL SERVICES JAN 1-JAN 14 2012	5,100.00	02/10/2012	10-33-52400	
	Check Total:	9,150.00			
Vendor:3594	HACH COMPANY			Check Sequence: 42	ACH Enabled: No
7555038	CHLORINE TESTS	277.85	02/10/2012	34-01-62850	
	Check Total:	277.85			
Vendor:1242	HARTS TRACTOR CO. INC.			Check Sequence: 43	ACH Enabled: No
00041647	INJECTOR PUMP REPLACEMENT	3,590.98	02/10/2012	08-01-50009	
00041677	TRUCK 207 PARTS & LABOR	2,327.88	02/10/2012	08-01-50090	
	Check Total:	5,918.86			



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:2022 41145	Hastings Air-Energy Control DAMPER SILENCER Check Total:	566.10 566.10	02/10/2012	Check Sequence: 44 10-13-52600	ACH Enabled: No
Vendor:0063 31848	HIGH PSI LTD. WINTER PARTS & LABOR Check Total:	528.63 528.63	02/10/2012	Check Sequence: 45 34-01-69600	ACH Enabled: No
Vendor:5204 177958 178445 178691	HILL MECHANICAL GROUP NO HEAT AT 9535 BELMONT AGREEMENT FOR 7-1-11-6-30-12 HEAT REPAIR Check Total:	639.06 3,129.25 1,244.90 5,013.21	02/10/2012 02/10/2012 02/10/2012	Check Sequence: 46 10-13-52600 10-13-52600 10-20-52600	ACH Enabled: No
Vendor:0260 28422	HOWARD AUTO GROUP BRAKE PEDAL COVER FOR 878 Check Total:	6.50 6.50	02/10/2012	Check Sequence: 47 08-01-50020	ACH Enabled: No
Vendor:1817 31704A 31704B	HR SIMPLIFIED COBRA ANNUAL FEE FEB 2012 COBRA INITIAL NOTICES DEC 2011 Check Total:	300.00 3.00 303.00	02/10/2012 02/10/2012	Check Sequence: 48 10-60-51950 10-60-51950	ACH Enabled: No
Vendor:1860 RCB8679	IL COUNTIES RISK MANAGEMENT TR MONTHLY PREMIUM FEB 2012 Check Total:	88,586.80 88,586.80	02/10/2012	Check Sequence: 49 10-32-62200	ACH Enabled: No
Vendor:1570 1132012 1212012	JGE INC SNOW PROGRAM SRS JAN 13TH 39 HOMES SNOW PROGRAM SRS JAN 21ST 40 HOMES Check Total:	975.00 1,000.00 1,975.00	02/10/2012 02/10/2012	Check Sequence: 50 10-60-63500 10-60-63500	ACH Enabled: No
Vendor:1534 163932 163986 164037 164058	JKS VENTURES, INC. STONE STONE LEAVES OUT (4 WHLR MIX) GRADE 8 VIRGIN STONE Check Total:	384.60 77.40 167.00 463.20 1,092.20	02/10/2012 02/10/2012 02/10/2012 02/10/2012	Check Sequence: 51 35-01-63070 34-01-62860 09-01-64000 34-01-62860	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3052 2012-0565 2012-0565A	Julie, Inc. 2012 ANNUAL ASSESSMENT 2012 ANNUAL ASSESSMENT CREDIT BAL Check Total:	1,448.91 -220.75 1,228.16	02/10/2012 02/10/2012	Check Sequence: 52 10-90-62600 10-90-62600	ACH Enabled: No
Vendor:3233 210315 210546	Just Tires TIRES FOR POLICE CARS TIRES FOR 877 Check Total:	265.97 301.71 567.68	02/10/2012 02/10/2012	Check Sequence: 53 08-01-50020 08-01-50020	ACH Enabled: No
Vendor:1252 200689-5 200689-7 200724 200742	KAPLAN PAVEMENT SERVICES EZ STREET COLD ASPHALT EZ STREET COLD ASPHALT EZ STREET COLDPATCH ASPHALT EZ STREET COLD ASPHALT Check Total:	1,890.00 1,890.00 1,890.00 1,350.00 7,020.00	02/10/2012 02/10/2012 02/10/2012 02/10/2012	Check Sequence: 54 10-90-82781 10-90-82781 10-90-82781 10-90-62600	ACH Enabled: No
Vendor:1228 0142594-IN 0142709-IN	Keller Heartt Co Inc OIL 15W40/TRANSFLUID FORMSHL 10/30 Check Total:	1,492.15 745.86 2,238.01	02/10/2012 02/10/2012	Check Sequence: 55 08-01-89115 10-90-62600	ACH Enabled: No
Vendor:2743 183183 183184 183193	KIEFT BROTHERS, INC. 40 CEMENT BRICKS, MIX, CONE, WATER 4 TONGUES GROOVES 48"X36" OFFSET CONE Check Total:	1,612.00 496.00 186.00 2,294.00	02/10/2012 02/10/2012 02/10/2012	Check Sequence: 56 34-01-62860 34-01-62860 34-01-62860	ACH Enabled: No
Vendor:0110 2749 2752 2753 2756A 2756B	KRIETER CONCRETE CONST. WATER SYSTEM REPAIR 9752 JOHANNA 3412 LOUIS STREET WATER SYSTEM REPAIR SEWER REPAIR 3343 SCHIERHORN LANE SIDEWALK REPLACEMENT 9157 CRESCENT SIDEWALK REPLACEMENT 9240 CRESCENT Check Total:	1,980.00 3,035.00 3,500.00 824.00 801.00 10,140.00	02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012	Check Sequence: 57 34-01-62860 34-01-62860 35-01-63070 35-01-63070 34-01-62860	ACH Enabled: No
Vendor:4410 01092012	Kyle Gronert DESIGN SERVICES FOR NOV-JAN NEWSLETTER	1,400.00	02/10/2012	Check Sequence: 58 10-01-51880	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,400.00			
Vendor:1001 60303978	LAND AND LAKES LEAF DISPOSAL Check Total:	825.00 825.00	02/10/2012	Check Sequence: 59 10-90-62600	ACH Enabled: No
Vendor:0937 24027	Lauterbach & Amen,Llp ACTUARIAL REPORT SVCS RENDERED Check Total:	4,200.00 4,200.00	02/10/2012	Check Sequence: 60 10-33-52400	ACH Enabled: No
Vendor:1333 9300031938 9300452293 9300456248 9300478949 9300497144 9300537559 9300537560	Lawson Products, Inc. SHOP PARTS (FENDER WASHER) HEXNUTS/PLOW BOLTS/ OTHER SUPPLIES STAINLESS STEEL & WASHERS HEX HEAD LAG SCREW INTERIOR TRIMCLIP,ERASER,ROCKER 700 CAP SCREWS 100 STEEL SPLIT FOR SHOP RIVETS, HAMMERLOCKS, & HYDRO FITTINGS Check Total:	700.31 427.12 89.63 55.89 163.17 166.82 226.27 1,829.21	02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012	Check Sequence: 61 34-01-62860 10-90-62610 10-90-62610 10-90-62610 08-01-89115 08-01-89115 08-01-89115	ACH Enabled: No
Vendor:1329 12312011STMNT 932365	Leach Enterprises, Inc. CREDIT MEMO AIR DRYER FOR 228 Check Total:	-0.05 230.01 229.96	02/10/2012 02/10/2012	Check Sequence: 62 08-01-50090 08-01-50090	ACH Enabled: No
Vendor:2057 01162012	LTR Services SQUAD 876 SRVC Check Total:	110.00 110.00	02/10/2012	Check Sequence: 63 10-20-59000	ACH Enabled: No
Vendor:4850 N3032181	MAILFINANCE LEASE 07051013 13-FEB-12-12-MAR-12 Check Total:	452.14 452.14	02/10/2012	Check Sequence: 64 10-01-50930	ACH Enabled: No
Vendor:4403 63704	Martin Mack Fire and Safety FIRE EXTINGUISHER MAINT/CERT ALL VOFP Check Total:	1,092.00 1,092.00	02/10/2012	Check Sequence: 65 10-13-52600	ACH Enabled: No
Vendor:3238 653437	Meade Electric Company EMERGENCY VEHICLE PREEMPTION IRV PARK	1,314.20	02/10/2012	Check Sequence: 66 10-90-62690	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,314.20			
Vendor:0131 40236 44837 45486 45578 46184 48102 48412 48418 49581	MENARDS - MELROSE PARK SURGE PROTECTORS, CORDS, OUTLETS ANTIFREEZE SMOKE DETECTOR, DISH SOAP SMOKE ALARM,BATTERIES 2 UTILITY HEATERS, 2 TRUNK SHOVELS 2 3PK CFL LIGHT BULBS 2 3PK CFL LIGHT BULBS DAYLIGHT BULBS 7 WASTEBASKETS 1 AIR COMPRESSOR Check Total:	54.06 47.68 190.95 -17.44 49.48 23.96 -23.96 15.96 208.73 549.42	02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012	Check Sequence: 67 10-90-62590 10-90-50110 10-90-62590 10-90-62590 34-01-62070 10-90-62590 10-90-62590 10-90-62590 10-13-52200	ACH Enabled: No
Vendor:8251 0000255031	Metropolitan Industries, Inc. PUMP STATION SHAFTING GUARDS Check Total:	7,800.00 7,800.00	02/10/2012	Check Sequence: 68 34-01-82990	ACH Enabled: No
Vendor:2046 72561A 72561A-1 72912A 72912A-1	MID AMERICAN WATER INC. CLAMPS,SWIVELS, AND VARIOUS PARTS COMP TEE (REPAIR CLAMP) PIPE,BUSHING HYDRANT FRINGE W VALVE (GREEN) Check Total:	6,540.49 161.48 408.24 2,998.00 10,108.21	02/10/2012 02/10/2012 02/10/2012 02/10/2012	Check Sequence: 69 34-01-62860 34-01-62860 35-01-63070 34-01-62860	ACH Enabled: No
Vendor:0129 152213	MURPHY'S CONTRACTORS EQUIP SWIVEL & HOSE CLAMP Check Total:	35.79 35.79	02/10/2012	Check Sequence: 70 34-01-50150	ACH Enabled: No
Vendor:0296 747299	NEENAH FOUNDRY COMPANY 6 ROLL GRATES Check Total:	1,062.00 1,062.00	02/10/2012	Check Sequence: 71 35-01-63070	ACH Enabled: No
Vendor:3360 1202012	NEWPORT RETIREMENT SERVICES, I QTR PLAN ADMINISTRATION FEES 4TH Q11 Check Total:	168.62 168.62	02/10/2012	Check Sequence: 72 10-60-59000	ACH Enabled: No
Vendor:1598 1165427	NFPA NFPA DUES NOTICE	165.00	02/10/2012	Check Sequence: 73 10-30-52001	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	165.00			
Vendor:4521	NICOR			Check Sequence: 74	ACH Enabled: No
18952060202DC11	HEATING 18-95-20-6020 2 11/23-12/27 2011	26.90	02/10/2012	35-01-52450	
45671900004DC11	HEATING 45-67-19-0000 4 11/23-12/27 2011	448.05	02/10/2012	34-01-62940	
50771900003DC11	HEATING 50-77-19-0000 3 11/23-12/27 2011	431.68	02/10/2012	34-01-62940	
55671900003DC11	HEATING 55-67-19-0000 3 11/23-12/27 2011	1,312.72	02/10/2012	10-90-62940	
83226800007DC11	HEATING 83-22-68-0000 7 11/30-12/30 2011	283.03	02/10/2012	34-01-62940	
	Check Total:	2,502.38			
Vendor:0668	NORLAB INC.			Check Sequence: 75	ACH Enabled: No
69296	200 TOILET BLUE DYE PACKETS	260.00	02/10/2012	34-01-62860	
	Check Total:	260.00			
Vendor:2202	NORTHEASTERN IL. PUBLIC			Check Sequence: 76	ACH Enabled: No
8396	2 CHAINSAW SAFETY TRAINING AND DEMOS	150.00	02/10/2012	10-90-52000	
8545	FIRE OFFICER I: LEADERSHIP I	400.00	02/10/2012	10-30-52001	
	Check Total:	550.00			
Vendor:3454	NORTHWEST FORD			Check Sequence: 77	ACH Enabled: No
12312011 STMNT	CREDIT MEMO	-483.16	02/10/2012	08-01-50090	
6170815	ALTERNATOR FOR 217	288.57	02/10/2012	08-01-50090	
6171188	5 REPAIR PARTS FOR TRUCK 206	1,279.40	02/10/2012	08-01-50090	
	Check Total:	1,084.81			
Vendor:3227	ODELSON & STERK, LTD			Check Sequence: 78	ACH Enabled: No
10225-1	UNION PACIFIC BRIDGE	247.50	02/10/2012	10-72-62557	
10225-10	PD STATION	330.00	02/10/2012	54-01-51000	
10225-11	PD STATION-TAX EXP	31.17	02/10/2012	54-01-51000	
10225-12	DEVELOPMENT	79.90	02/10/2012	10-72-62557	
10225-13	ORDINANCES	105.26	02/10/2012	10-72-62557	
10225-14	GENERAL	8.57	02/10/2012	10-72-62557	
10225-2	KINGSTON	123.75	02/10/2012	10-72-62557	
10225-3	ANNEXATION	206.25	02/10/2012	10-72-62557	
10225-4	TAX RATE OBJ	41.25	02/10/2012	10-72-62557	
10225-5	PD STATION	260.00	02/10/2012	54-01-51000	
10225-6	HR	288.75	02/10/2012	10-72-62557	
10225-7	ZONING	907.50	02/10/2012	10-72-62557	
10225-8	ORDINANCES	6,501.25	02/10/2012	10-72-62557	
10225-9	GENERAL	12,135.00	02/10/2012	10-72-62557	
10226	PROF SVCS 3010 N. MANNHEIM RD	577.50	02/10/2012	12-01-62557	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
10227	PROFESSIONAL SERVICES 3300 N. RIVER ROAD Check Total:	165.00 22,008.65	02/10/2012	13-01-62557	
Vendor:2998 338862	P & G Keene Electrical REBUILD ALTERNATOR FOR 873 Check Total:	288.00 288.00	02/10/2012	Check Sequence: 79 08-01-50020	ACH Enabled: No
Vendor:4223 IN000036050 IN000360632	P. R. Streich & Sons, Inc. GREASE PUMP ADJUSTMENTS REBUILD (ST) LABOR (LIFT) Check Total:	180.00 232.00 412.00	02/10/2012 02/10/2012	Check Sequence: 80 08-01-89115 08-01-89115	ACH Enabled: No
Vendor:3311 000003479 000003480 000003492 000003598 000003678	PARTS3 LLC FILTERS FOR STREET TRUCKS AIR FILTERS FOR #479 FILTERS FOR LOADER #1 AIR FILTERS FOR FIRE TRUCKS AIR FILTER FOR 479 Check Total:	301.30 46.36 41.00 169.78 125.00 683.44	02/10/2012 02/10/2012 02/10/2012 02/10/2012 02/10/2012	Check Sequence: 81 08-01-50090 08-01-50030 08-01-50090 08-01-50030 08-01-50030	ACH Enabled: No
Vendor:3824 0299842-IN	Paul Conway Shields 6" GOLD LEAF STYLE #1 Check Total:	473.35 473.35	02/10/2012	Check Sequence: 82 10-30-62180	ACH Enabled: No
Vendor:UB*00361	MARY PETRUNIEC Refund check Check Total:	15.00 15.00	01/18/2012	Check Sequence: 83 09-00-20100	ACH Enabled: No
Vendor:4235 403422	PITNEY BOWES PURCHASE POWER RED INK CARTRIDGE & PINT BOTTLE Check Total:	249.46 249.46	02/10/2012	Check Sequence: 84 10-01-50930	ACH Enabled: No
Vendor:1924 3434	PTL LANDSCAPING SENIOR SNOW REMOVAL 55 HOMES Check Total:	1,375.00 1,375.00	02/10/2012	Check Sequence: 85 10-60-63500	ACH Enabled: No
Vendor:1096 77378 77409	Radco Communications, Inc. PORTABLE RADIOS AND BATTERIES LABOR AND PARTS FOR NEW F250	2,391.65 6,514.84	02/10/2012 02/10/2012	Check Sequence: 86 10-90-62600 10-90-50110	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
77449	REPAIR CHARGER FOR ARROWMASTER Check Total:	130.62 9,037.11	02/10/2012	08-01-50034	
Vendor:4651 1230000005750 1290000003050	Red Wing Shoe Store NUNES SHOES MATTAS AND KRAWCZYK SHOES Check Total:	205.00 426.00 631.00	02/10/2012 02/10/2012	Check Sequence: 87 10-30-40806 10-30-40806	ACH Enabled: No
Vendor:2872 L70276-001	Reebie Storage SCALE USE Check Total:	6.00 6.00	02/10/2012	Check Sequence: 88 10-20-60330	ACH Enabled: No
Vendor:1735 1232012	ROBERT MICHALOWSKI ARCHITECTURAL SERVICES FOR FEBRUARY 2012 Check Total:	417.00 1,417.00	02/10/2012	Check Sequence: 89 10-12-52925	ACH Enabled: No
Vendor:0967 15741	Roesch Ford AXEL & REAR SWAY BARS FOR 875 Check Total:	326.48 326.48	02/10/2012	Check Sequence: 90 08-01-50020	ACH Enabled: No
Vendor:1383 289 289A	Rotary Club of Chicago-O'Hare QUARTERLY DUES JANUARY-MARCH 2012 1ST CALENDAR QUARTER MEETING LUNCHES Check Total:	40.00 169.00 209.00	02/10/2012 02/10/2012	Check Sequence: 91 10-12-52100 10-12-52100	ACH Enabled: No
Vendor:2419 1192262 1195735 1200093	Russo's Power Equipment 32" DOT REACHER CHAINS FOR 223 OIL & RAKES HAMMER AXE AND SPOUT Check Total:	39.98 207.05 38.85 285.88	02/10/2012 02/10/2012 02/10/2012	Check Sequence: 92 35-01-62070 10-90-62070 10-90-62600	ACH Enabled: No
Vendor:1687 1902536205 1902536205A 1902536205B	SAFETY SUPPLY ILLINOIS LIGHT HAWK 8-CELL ORANGE WITH AC CHARGER LIGHT HAWK 8-CELL ORANGE WITH AC CHARGER LIGHT HAWK 8-CELL ORANGE WITH AC CHARGER Check Total:	850.00 850.00 552.99 2,252.99	02/10/2012 02/10/2012 02/10/2012	Check Sequence: 93 34-01-62860 35-01-63070 10-90-62600	ACH Enabled: No
Vendor:0171 8363	Schiller Glass Company GLASS REPLACEMENT FOR 9300 BELMONT	290.00	02/10/2012	Check Sequence: 94 10-13-52600	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	290.00			
Vendor:1899 6621961	Service Sanitation, Inc. BASIC PORTABLE RESTROOM Check Total:	148.15 148.15	02/10/2012	Check Sequence: 95 10-90-62600	ACH Enabled: No
Vendor:0172 116137 116180	Service Spring Co., Inc. NEW REAR SPRINGS TRUCK #217 REPAIR OF FRONT SPRINGS ON TRUCK 204 Check Total:	1,327.68 695.76 2,023.44	02/10/2012 02/10/2012	Check Sequence: 96 08-01-50009 08-01-50090	ACH Enabled: No
Vendor:0721 61779 61780 61785 61802	Speed-O-Lite Printing Center 500 DOORKNOB HANGERS 1000 APPROVED LABELS 500 BUSINESS CARDS FOR HAMILTON 1000 FOOD SANITATION & INSPECTION FORMS Check Total:	85.00 128.00 83.00 335.00 631.00	02/10/2012 02/10/2012 02/10/2012 02/10/2012	Check Sequence: 97 10-13-51800 10-13-51800 10-30-59000 10-13-51800	ACH Enabled: No
Vendor:5433 434453	STAFFORDS WHEELS FOR FORD POLICE CARS Check Total:	200.00 200.00	02/10/2012	Check Sequence: 98 08-01-50020	ACH Enabled: No
Vendor:3795 C71002 C71322 C71323	Standard Equipment Company BROOM AND RUNNERS FOR SWEEPER #1 BELT/SPLICE KIT FOR SWEEPER #1 BELT/REBUILD KIT/ OIL SENSOR -SWEEPER 1 Check Total:	491.38 47.22 1,476.08 2,014.68	02/10/2012 02/10/2012 02/10/2012	Check Sequence: 99 09-01-50100 08-01-50009 08-01-50009	ACH Enabled: No
Vendor:UB*00363	STUART ROSENBERG Refund check Refund check Check Total:	49.60 26.40 76.00	02/02/2012 02/02/2012	Check Sequence: 100 34-00-20100 35-00-20100	ACH Enabled: No
Vendor:0182 14507 14830	Suburban Laboratories COLIFORM, PRESENCE-ABSENCE FOR IEPA DISINFECTANT BYPRODUCTS Check Total:	159.00 335.00 494.00	02/10/2012 02/10/2012	Check Sequence: 101 34-01-62850 34-01-62850	ACH Enabled: No



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0183	SUBURBAN WELDING STEEL, LLC			Check Sequence: 102	ACH Enabled: No
48749	MANHOLE COVER LOCK SYSTEM	290.47	02/10/2012	35-01-63070	
48770	PLOW ROD REMOVAL/ REPLACEMENT #217	230.08	02/10/2012	10-90-50110	
48771	PUNCH & COUNTERSINK HOLES IN PLOW SHOES	207.00	02/10/2012	10-90-50110	
48795	MATERL & LABOR TO FABRICATE HANDLE #233	278.37	02/10/2012	10-90-50110	
48824	MATERL & LABOR TO FABRICATE HAT CHANNEL	220.02	02/10/2012	10-90-50110	
48849	SPINNER ROD/SALT AUGER PLATE ON #217	69.00	02/10/2012	10-90-50110	
48988	FLOOR PLATE SWEEPER #2- LABOR/PARTS	127.18	02/10/2012	08-01-50009	
	Check Total:	1,422.12			
Vendor:3267	SUN LIFE & HEALTH INS. CO			Check Sequence: 103	ACH Enabled: No
008-1294-02 JAN	VOLUNTARY LIFE INSURANCE JAN 2012	1,781.20	02/10/2012	10-52-62380	
	Check Total:	1,781.20			
Vendor:0444	SUN-TIMES MEDIA			Check Sequence: 104	ACH Enabled: No
0000061299	LGL NOTES 10211 FRANKLIN & 2012 MEETINGS	104.80	02/10/2012	10-18-51840	
	Check Total:	104.80			
Vendor:1505	THE JORDAN GROUP			Check Sequence: 105	ACH Enabled: No
01032012	DECEMBER PUBLIC AFFAIRS/PR CONSULTING	5,000.00	02/10/2012	10-01-51885	
	Check Total:	5,000.00			
Vendor:5329	THE SERVICE CENTER, LLC			Check Sequence: 106	ACH Enabled: No
149262	O2 TANK REFILLS, HYDRO TANKS	83.00	02/10/2012	10-30-62090	
	Check Total:	83.00			
Vendor:5423	THIRD MILLENNIUM			Check Sequence: 107	ACH Enabled: No
14242A	JANUARY 2012 UTILITY BILL RENDERING	522.20	02/10/2012	35-01-62857	
14242B	JANUARY 2012 UTILITY BILL RENDERING	969.79	02/10/2012	34-01-62857	
	Check Total:	1,491.99			
Vendor:0995	THYSSENKRUPP ELEVATOR			Check Sequence: 108	ACH Enabled: No
3000098252	QTRLY MAINT VILLAGE HALL ELEVATOR	939.27	02/10/2012	10-13-52600	
	Check Total:	939.27			
Vendor:3694	Tire Town North			Check Sequence: 109	ACH Enabled: No
95705	TIRE REPAIR	26.00	02/10/2012	08-01-50030	
96743	TIRE DISPOSAL	234.00	02/10/2012	09-01-64000	
96744	TIRE DISPOSAL	305.00	02/10/2012	09-01-64000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	565.00			
Vendor:2079 71450	Traffic Control & Protection STREET NAME SIGNS, ALUMINUM RIVET Check Total:	311.79 311.79	02/10/2012	Check Sequence: 110 10-90-62610	ACH Enabled: No
Vendor:2990 1211067	V3 Consultants Ltd of Illinois USEPA CLEANUP GRANT 02077CU2010.HAZ Check Total:	4,938.75 4,938.75	02/10/2012	Check Sequence: 111 42-01-67590	ACH Enabled: No
Vendor:3555 63027 63028 63060 63061	VCG UNIFORM JACKETS FLAGS, TIECLIPS, HAT, CROSS JACKET,SHIRT,POLOS,4 PANTS,TIES MALTESE CROSSES R/HEROES JOB SHIRT XXL X-SZ Check Total:	201.45 535.50 9.00 59.95 805.90	02/10/2012 02/10/2012 02/10/2012 02/10/2012	Check Sequence: 112 10-30-40806 10-30-40806 10-30-40806 10-30-40806	ACH Enabled: No
Vendor:3466 823750	WELLS FARGO BANK N.A. ADMINISTRATION CHARGES FOR GO BOND 2005 Check Total:	2,000.00 2,000.00	02/10/2012	Check Sequence: 113 44-01-45000	ACH Enabled: No
Vendor:5318 000190691	WHOLESALE DIRECT WIPER BLADES FOR POLICE CARS Check Total:	107.47 107.47	02/10/2012	Check Sequence: 114 08-01-50020	ACH Enabled: No
Vendor:1352 1182012	WILLIAM RYAN FRANKLIN PARK V STEWART 9150 GRAND Check Total:	1,606.50 1,606.50	02/10/2012	Check Sequence: 115 10-72-62557	ACH Enabled: No
Vendor:1800 23661 23781 23814	WIRFS Industries, Inc REPAIR PARTS TRUCK #3 REPAIR PARTS TRUCK #3 VOGEL MANAFOLD ASSEMBLY FOR 479 Check Total:	5,351.41 6,645.50 446.00 12,442.91	02/10/2012 02/10/2012 02/10/2012	Check Sequence: 116 08-01-50030 08-01-50030 08-01-50030	ACH Enabled: No
Vendor:1631 IN000010154	WORLDSCOUT CORPORATION LAW 3000 YEARLY Check Total:	498.00	02/10/2012	Check Sequence: 117 10-20-60560	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	498.00			
Vendor:0209 215076-000	Ziebell Water Service Pds. BALL VALVES, BUSHINGS, ADAPTERS, Check Total:	125.86 125.86	02/10/2012	Check Sequence: 118 34-01-62860	ACH Enabled: No
	Total for Check Run:	427,984.90			
	Total Number of Checks:	118			

JE # 0000 86

Accounts Payable  
Manual Check Proof List

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Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0533	COLINETTEMARSHALL						
				302151	12/31/2011		
09302011	224.00	01/25/2012	SERVICES RENDERED	0929-0930	2011		10-01-67590
10072011	112.00	01/25/2012	SERVICES RENDERED	10072011			10-01-67590
10192011	112.00	01/25/2012	SERVICES RENDERED	10192011			10-01-67590
Total for Check	448.00						
Total for 0533	448.00						
Vendor: 1902	THOMASGOLS						
				302085	01/13/2012		
1132012	350.00	01/25/2011	FOR SERVICES RENDERED	1/2-1/13	2012		10-01-67590
Total for Check	350.00						
Total for 1902	350.00						
Vendor: 2638	RIVER GROVE SCHOOL EDUCATION F						
				302153	01/25/2012		
1062012	100.00	01/25/2012	ACADEMIC ENRICHMENT-UNDER THE				10-01-51885
			STREETLAMP				
Total for Check	100.00						
Total for 2638	100.00						
Vendor: 5257	COMED						
				302149	01/19/2012		
1018100065JAN12	1,316.03	01/25/2012	BALANCE DUE TO ACCOUNT				10-50-62330
			#1018100065				
Total for Check	1,316.03						
Total for 5257	1,316.03						

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 5299	CCMSI						
				302152	01/25/2012		
01192012	106.00	01/25/2012	LIABILITY INSURANCE EXPENSE			10-32-62190	
Total for Check	106.00						
Total for 5299	106.00						
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Total Checks:	2,320.03						

JE # 000 106

# Accounts Payable Manual Check Proof List

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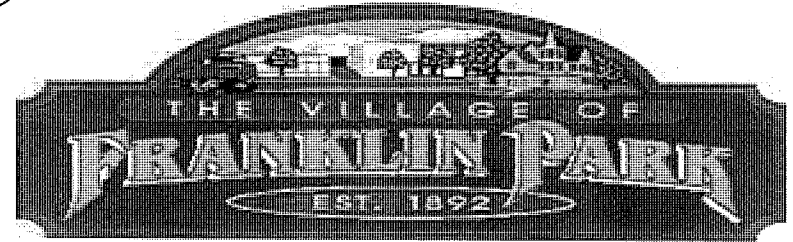


Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 1902	THOMAS GOLS						
				302157	01/27/2012		
1272012	380.00	01/27/2012	SERVICES RENDERED JANUARY 14-27 2012			10-01-67590	
Total for Check	380.00						
Total for 1902	380.00						
Vendor: 2133	WESTDALE BASEBALL						
				302155	01/27/2012		
1272012	300.00	01/27/2012	ATHLETIC GRANT			10-01-51885	
Total for Check	300.00						
Total for 2133	300.00						
Vendor: 2422	Municipal Clerks N & NW Suburb						
				302158	01/27/2012		
02092012	60.00	01/27/2012	DINNER MEETING FOR TOMMY ROBERTA			10-18-52000	
Total for Check	60.00						
Total for 2422	60.00						
Vendor: 5056	Blue Cross and Blue Shield						
				302154	01/27/2012		
1166507704GOX	512.00	01/27/2012	REFUND FOR DOUBLE PAYMENT OF BILL			10-30-31050	
Total for Check	512.00						
Total for 5056	512.00						

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 5604			GUARDIAN LIFE INSURANCE-APPLET				
				302156	01/27/2012		
438827	793.91	01/27/2012	DENTAL HMO FEBRUARY 2012			10-52-62390	
Total for Check	793.91						
Total for 5604	793.91						
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Total Checks:	2,045.91						

Accounts Payable  
Manual Check Proof List

JE #000005



User: cperez  
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Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 4235			PITNEY BOWES PURCHASE POWER				
				302160	02/01/2012		
21838524862JAN	39.00	02/01/2012	FEES			10-01-50930	
Total for Check	39.00						
Total for 4235	39.00						
Vendor: 5257			COMED				
				302159	01/31/2012		
0188792001JAN12	7,066.20	02/01/2012	CUSTOMER WORK AGREEMENT- ELECTRICAL WORK			54-01-60000	
Total for Check	7,066.20						
Total for 5257	7,066.20						
Total Checks:	7,105.20						



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

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**RESOLUTION**

**NUMBER 1112-R-\_\_**

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**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS ESTABLISHING A VOLUNTARY RESIDENTIAL LOCK BOX PROGRAM**

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

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

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Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 02/06/12  
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

**RESOLUTION NUMBER 1112-R-\_\_**

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
ESTABLISHING A VOLUNTARY RESIDENTIAL LOCK BOX PROGRAM**

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

**WHEREAS**, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that a significant public interest is served by providing residents the opportunity to obtain and install a lock box on the exterior of their residential structure in order to provide first responders the ability to gain access to their structure when responding to a call for emergency services (the "*Residential Lock Box Program*"); and

**WHEREAS**, the Residential Lock Box Program will eliminate forced entries into structures thereby avoiding costly and time-consuming efforts in gaining access to locked structures during an emergency; and

**WHEREAS**, it is the desire of the Corporate Authorities to establish the voluntary Residential Lock Box Program.

**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 voluntary Residential Lock Box Program is hereby authorized and the Fire Chief, or such designee as determined by the Fire Chief, is hereby further authorized to establish the

rules, regulations and procedures necessary to effectively operate and manage the Residential Lock Box Program.

**Section 3.** The officials and officers of the Village are hereby authorized and directed to take any and all such action as is required to administer the Residential Lock Box Program and carry out its intent and purpose.

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

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

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

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

ATTEST:

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

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

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**RESOLUTION**

**NUMBER 1112-R-\_\_\_**

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**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS ESTABLISHING GUIDELINES AND SPECIFICATIONS FOR THE 2012  
SUMMER YOUTH AND COLLEGE INTERNSHIP WORK PROGRAM**

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

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

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**RESOLUTION NUMBER 1112-R-\_\_**

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS ESTABLISHING GUIDELINES AND SPECIFICATIONS FOR THE 2012  
SUMMER YOUTH AND COLLEGE INTERNSHIP WORK 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**, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that a significant public interest is served by providing summer employment and college internship opportunities for Village youth and young adults within the various departments of the Village (the "*2012 Summer Youth and College Internship Work Program*"); and

**WHEREAS**, a primary purpose of the 2012 Summer Youth and College Internship Work Program is to provide employment for high school, college and graduate students to assist them in earning funds for tuition for college, university or graduate school educations and the opportunity to gain valuable hands on work experiences to further their educational endeavors; and

**WHEREAS**, the Corporate Authorities have promulgated certain guidelines and specifications for the implementation of the 2012 Summer Youth and College Internship Work Program, a copy of which is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, it is now the desire of the Corporate Authorities to formally establish the policies and practices of the 2012 Summer Youth and College Internship Work Program.

**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 2012 Summer Youth and College Internship Work Program criteria, as contained and described in Exhibit A, is hereby approved as the policy and practices of the 2012 Summer Youth and College Internship Work Program, with such necessary changes as determined and authorized by the Village President and Director of Health and Human Resources, at anytime, to effectively operate and manage the 2012 Summer Youth and College Internship Work Program.

**Section 3.** The officials and officers of the Village are hereby authorized and directed to take any and all such action as is required to enact the 2012 Summer Youth and College Internship Work Program and carry out its intent and purpose.

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

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

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

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

ATTEST:

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



Exhibit A

*2012 Summer Youth and College Internship Work Program Criteria*

**EXHIBIT A**

**Guidelines and Specifications  
2012 Summer Youth and College Internship Work Program**

Summer Youth Work Program

Authorized Number of Participants: 40

Participant Qualifications:

1. Currently enrolled High School student who has taken college admission tests (e.g., ACT) – or applicant must include proof of registration for such test;  

or

Student enrolled for 2012-2013 in accredited college, university or graduate school;
2. Written recommendations from school official, professor, teacher or guidance counselor (for first time participants only);
3. Minimum grade point average of “C” or equivalent - applicant must include proof from current school of grade point average;
4. Minimum Age: 16 (at time of application)  
Maximum Age: 22 (at time of application);
5. Participant Relationship to Village Official or Officer Prohibited: Immediate family members [spouses, children and grandchildren (including birth, step and adopted), brother, sister, parent, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, niece or nephew] or any other member of the household of the Village President, Village Clerk, Village Trustee, Comptroller, Village Department Head or Director, and Deputy Department Head or Director, if applicable, shall not be hired in any capacity during said person’s tenure in office; and
6. Successfully pass mandatory drug and alcohol tests and remain drug and alcohol free throughout Program participation.

Hourly Rate of Compensation: \$8.50 for first year participant or the prior year’s hourly rate, if greater, only if the participant was previously enrolled in the Program [Maximum hourly rate shall not exceed \$9.50 per hour.]

2012 Program Start-up Date: May 14, 2012

Final 2012 Program Ending Date: September 7, 2012 (or earlier depending on department)

Application Deadline: April 27, 2012

Miscellaneous Items:

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Addition Notations:

Allocation of participants to various departments shall be determined by the Director of Health and Human Resources.

Summer Youth and College Internship Work Program participants are not entitled to insurance benefits, overtime compensation at higher hourly rates, vacation days, sick days, holiday pay or any other benefit or compensation under another Village program.

Attendance, punctuality and labors performed must be supervised by the responsible department head or administrator and a report on performance submitted at the conclusion of the 2012 Program to the Director of Health and Human Resources.

## EXHIBIT A

### **Guidelines and Specifications 2012 Summer Youth and College Internship Work Program**

#### College Internship Work Program

Authorized Number of Participants: 10

#### Participant Qualifications:

1. Student enrolled for 2012-2013 in accredited college, university or graduate school;
2. Written recommendations from school official, professor, teacher or guidance counselor (for first time participants only);
3. Minimum grade point average of "C" or equivalent - applicant must include proof from current school of grade point average;
4. Minimum Age: 18 (at time of application)  
Maximum Age: not applicable;
5. Participant Relationship to Village Official or Officer Prohibited: Immediate family members [spouses, children and grandchildren (including birth, step and adopted), brother, sister, parent, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, niece or nephew] or any other member of the household of the Village President, Village Clerk, Village Trustee, Comptroller, Village Department Head or Director, and Deputy Department Head or Director, if applicable, shall not be hired in any capacity during said person's tenure in office; and
6. Successfully pass mandatory drug and alcohol tests and remain drug and alcohol free throughout Program participation.

Hourly Rate of Compensation: \$10.00 for first year participant or the prior year's hourly rate, if greater, only if the participant was previously enrolled in the Program [Maximum hourly rate shall not exceed \$11.00 per hour.]

2012 Program Start-up Date: May 1, 2012 to April 30, 2013

Final 2012 Program Ending Date: April 30, 2013 (or earlier depending on department)

Application Deadline: not applicable

Miscellaneous Items:

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Addition Notations:

Allocation of participants to various departments shall be determined by the Director of Health and Human Resources.

Summer Youth and College Internship Work Program participants are not entitled to insurance benefits, overtime compensation at higher hourly rates, vacation days, sick days, holiday pay or any other benefit or compensation under another Village program.

Attendance, punctuality and labors performed must be supervised by the responsible department head or administrator and a report on performance submitted at the conclusion of the 2012 Program to the Director of Health and Human Resources.

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

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**RESOLUTION**

**NUMBER 1112-R-\_\_\_**

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**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2012  
GRASS CUTTING PROGRAM FOR DISABLED PROPERTY OWNERS**

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

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

**RESOLUTION NUMBER 1112-R-\_\_**

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2012  
GRASS CUTTING PROGRAM FOR DISABLED PROPERTY OWNERS**

---

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

**WHEREAS**, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that a significant public interest is served by establishing a program to provide grass cutting services to property owners that are disabled or stricken with a severe health condition and have no one else within their household to perform such task (the "*2012 Grass Cutting Program*"); and

**WHEREAS**, the Corporate Authorities have promulgated general guidelines and established certain procedures for the fair and effective implementation of the 2012 Grass Cutting Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

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

**Section 2.** The 2012 Grass Cutting Program criteria and requirements, as contained and described in Exhibit A, to create and implement the 2012 Grass Cutting Program are hereby

approved, with such necessary changes as authorized by the Village President and Director of Health and Human Resources to effectively operate the 2012 Grass Cutting Program.

**Section 3.** The officials and officers of the Village are hereby authorized and directed to take any and all such action as is required to enact the 2012 Grass Cutting Program and carry out its intent and purpose.

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

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

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

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

ATTEST:

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

Exhibit A

*2012 Grass Cutting Program*

**VILLAGE OF FRANKLIN PARK 2012 GRASS CUTTING PROGRAM**  
**CRITERIA AND REQUIREMENTS**

**QUALIFICATIONS:**

1. Applicant must be a resident of the Village and must be disabled or have a severe health problem and there is no one else in the household or family that can mow the lawn.
2. Each member within the applicant's household must obtain a medical verification note from their physician stating that they are unable to mow the lawn. Such verification shall remain on file at the Village Hall.

**TERMS:**

An application must be completed and signed on an annual basis, to enroll in the program. The application is to be mailed or delivered to the Village Hall, 9500 Belmont Avenue, Franklin Park, Illinois 60131, and Attention: Health & Human Resources Department.

1. The Health Department will review the application and accompanying documentation and determine if the applicant qualifies for the program. If the applicant qualifies for the program the application will be forwarded to the Streets Division of the Utility Department. The Streets Division will complete a "Pre-Cut" Inspection of your lawn.
2. The following service will be provided to an applicant upon completion of the inspection and approval by the Streets Division:
  - Lawn will be cut as needed, as determined by the Village, weather permitting, but in no event will the lawn be cut more than once per week. Cutting will begin in the first week of May and continue through the last week of October.
  - Sidewalk will be power blown of excess grass clippings.
  - A monthly bill will be sent to you from the Village Comptroller's office. The charge is \$7.00 per cut. In the event payment is not received within thirty (30) days of the date of the invoice, the applicant hereby authorizes and agrees that the Village shall have the unilateral right to add the delinquent amount due to the water bill for the property and has the further right to disqualify the applicant and property from the program and discontinue future service.
3. The applicant agrees to the following:
  - The lawn must be free of all feces.
  - The program does not include:
    - a. Fertilizing the grass.
    - b. Edging.
    - c. Trimming the bushes, trees or other plants.
    - d. Watering the grass, plants, bushes, trees, etc.
    - e. Weed Whacking.

4. The applicant may withdraw from the program by providing the Health Department with written notice. Such notice shall include a specific withdrawal date which shall not be less than seven (7) days from the date the notice is received by the Village. The applicant shall pay the Village for any services rendered prior to the withdrawal date.
5. The Village may terminate, suspend or close the enrollment period for the program, at anytime.
6. The Village may limit the number of participants in the program. In such case, space in the program will be filled on a first come, first serve basis. Completed applications must be received by the Department of Health and Human Resources.
7. The applicant hereby agree to hold the Village, its officers, officials, employees and agents harmless for any damage or loss to the property, which arises directly or indirectly from the Village's grass cutting program.

I have read the guidelines and terms listed above and understand and agree to the program criteria, requirements and penalties and further expressly agree to hold the Village harmless for any damage to the property, as herein described.

\_\_\_\_\_  
(signature of applicant)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print address)

**Village of Franklin Park 2012 Grass Cutting Application Form**

The Village of Franklin Park will offer grass cutting services to property owners who are disabled, handicapped or have severe health problems and have no one else in the household or have no one who can cut the lawn. The charge will be \$7.00 per cut.

Those interested in the grass cutting program must complete this application. Medical verification from your doctor must be enclosed.

**Attention**

The Village may limit the number of participants in the program. Space in the program will be filled on a first come, first serve basis.

Completed applications must be received by the Department of Health and Human Resources.

Please bring or mail this form along with your physician's verification note to:

Village of Franklin Park  
Attn: Health & Human Resources Director  
9500 West Belmont Avenue  
Franklin Park, Illinois 60131

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The grass cutting program will be in operation from the first week in May until the last week in October or such other time as the Village elects to terminate the program. The cost is \$7.00 per cut.

Number of people residing in the residence: \_\_\_\_\_. In addition to the applicant, please list all individuals residing in residence.

**Name:**


**Checklist:**

- [ ] Neither myself, or a family member is able to cut my grass.
- [ ] I agree to, and have signed the attached program criteria and requirements.
- [ ] The medical verification from the physician is enclosed for each member of the household.
- [ ] Medical verification is currently on file with the Village (for grass cutting program or snow shoveling program).

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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**ORDINANCE**

NUMBER 1112-VC- \_\_

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**AN ORDINANCE AMENDING TITLE THREE OF THE VILLAGE CODE  
OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(INCREASE NUMBER OF CLASS E LICENSES FOR RIO VALLEY)**

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

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

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

**AN ORDINANCE AMENDING TITLE THREE OF THE VILLAGE CODE  
OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(INCREASE NUMBER OF CLASS E LICENSES FOR RIO VALLEY)**

---

**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*”) are charged with the responsibility of regulating the number of liquor licenses that are available for the sale and distribution of alcoholic beverages within the Village.

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

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

**Section 2.** Section 3-2-7(A)(7) (“*Number of Licenses Issued*”) of Chapter 2 (“*Alcoholic Beverages*”) of Title 3 (“*Business and License Regulations*”) of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

**3-2-7: NUMBER OF LICENSES ISSUED:**

A. Maximum Number of Licenses: The maximum number of licenses which may be issued for each class shall be as follows:

7. ~~The total number of class E liquor licenses shall not exceed eight (8).~~

The total number of class E liquor licenses shall not exceed nine (9).

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

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

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

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

ATTEST:

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

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

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**ORDINANCE**

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

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**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN LEYDEN HIGH SCHOOL DISTRICT NUMBER 212 AND THE  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS FOR THE  
EMERGENCY USE OF EQUIPMENT AND FACILITIES**

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

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

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

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN LEYDEN HIGH SCHOOL DISTRICT NUMBER 212 AND THE  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS FOR THE  
EMERGENCY USE OF EQUIPMENT AND FACILITIES**

---

**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 Illinois Emergency Management Agency Act, 20 ILCS 3305/1 *et seq.*, (the "*IEMAA*") authorizes units of local government to enter into agreements and incur obligations in order to effectively combat emergencies and disasters; and

**WHEREAS**, Leyden High School District Number 212 (the "*School District*") has building facilities and vehicles located within the Village; and

**WHEREAS**, the School District and the Village desire to enter into an intergovernmental

agreement in order to permit the Village to use School District facilities and vehicles in an emergency situation (the “*Intergovernmental 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 Agreement with the School District.

**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 Agreement by and between Leyden High School District Number 212 and the Village of Franklin Park, Cook County, Illinois for the Emergency Use of Transportation and Building Facilities is hereby authorized and approved substantially in the form presented to this Village Board, with such necessary revisions, if any, as determined by the Fire Chief or Police Chief, said changes being approved by execution and delivery of such Agreement by the Village President.

**Section 3.** The Village Comptroller is hereby authorized and directed to secure such necessary insurance policies in accordance with the Intergovernmental Agreement and to provide the School District with such certificates of insurance documenting same.

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

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

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

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

*(Intentionally Left Blank)*

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

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

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

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

ATTEST:

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

Exhibit A

*Intergovernmental Agreement*

**INTERGOVERNMENTAL AGREEMENT  
REGARDING EMERGENCY USE OF  
TRANSPORTATION AND BUILDING FACILITIES**

THIS AGREEMENT is made and entered into by and between the Board of Education of Leyden High School District No. 212, Cook County, Illinois ("School District 212") and \_\_\_\_\_ (the "Local Government") and provides as follows:

WHEREAS, the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois encourage cooperation between units of local government for matters of mutual concern; and

WHEREAS, pursuant to the Illinois Emergency Management Agency Act ("IEMAA"), 20 ILCS 3305/1 *et seq.* (the "IEMAA"), local governments may enter into contracts and incur obligations necessary to place them in a position to effectively combat emergencies and disasters, to protect the health and safety of persons, to protect property, and to provide emergency assistance to victims of those disasters. If a disaster occurs, each political subdivision is authorized to exercise the powers vested under the IEMAA in the light of the exigencies of the disaster, including the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and materials, and appropriation, expenditure, and disposition of public funds and property; and

WHEREAS, emergency situations may arise that require the provision of emergency transportation services or the use of public facilities as emergency shelters; and

WHEREAS, during a given emergency situation School District 212 may be better situated to assist the Local Government in providing emergency assistance by allowing the Local Government to use School District 212's transportation or facility resources; and

WHEREAS, School District 212 has determined that the use of its buses by the Local Government for emergency evacuations or other emergency assistance in accordance with the terms and conditions set forth in this Agreement will not interfere with School District 212's delivery of educational or transportation services to its students and residents; and

WHEREAS, in addition to the provision of emergency transportation, School District 212 is willing to grant the Local Government use of School District 212's facilities as emergency shelters in case of an emergency situation and in accordance with this Agreement; and

WHEREAS, School District 212 and the Local Government have determined that this Agreement will aid their governmental objectives and benefit their citizens and taxpayers and is entered into for their mutual advantage;



NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements as hereinafter set forth, School District 212 and the Local Government agree as follows:

1. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated as if set forth fully herein.

2. Term. This Agreement shall commence upon its Effective Date, as set forth in Section 23, and shall remain in effect until \_\_\_\_\_, 20\_\_\_. Thereafter, this Agreement shall automatically renew for successive two year periods unless terminated as provided below.

3. Termination and New Members. Either party may terminate this Agreement at any time upon 30 days advance written notice to the other party.

4. Emergency Contact List. Attached as Exhibit A to this Agreement is an emergency contact information list ("Emergency Contact List") that contains the emergency contact information for each party and the addresses of each party for notification purposes.

5. Provision of Emergency Transportation.

A. Description and Ownership of the Emergency Transportation. School District 212 is the owner school buses ("Emergency Transportation"), some of which are available for emergency use by the Local Government. At its discretion, School District 212 may designate one or more of its school buses as Emergency Transportation for the Local Government's use as provided in this Agreement. School District 212 shall at all times be the sole owner of the Emergency Transportation, and the Local Government shall have no right or interest in the Emergency Transportation, except for the right to use the Emergency Transportation as provided in this Agreement.

B. Request for Use of Emergency Transportation. In the event of an emergency requiring the use of transportation resources by the Local Government, the Local Government shall notify School District 212's emergency contact, as listed in the Emergency Contact List attached as Exhibit A, and explain the nature of the emergency and the number of Emergency Transportation buses requested for emergency use and the anticipated duration of the use. School District 212, in its sole discretion, may designate the available Emergency Transportation and make it available for the Local Government's emergency use in accordance with the terms of this Agreement.

C. Driver and Supervision. The Local Government shall provide an appropriately licensed driver for the Emergency Transportation in compliance with Illinois licensing laws and regulations. School District 212 shall not be responsible in any way for the selection or employment of any Emergency Transportation drivers or other personnel in connection with the Emergency Transportation, nor for any employment-related benefits or workers'

compensation. Use of the Emergency Transportation hereunder shall be solely supervised and sponsored by the Local Government. The Local Government expressly agrees that School District 212 shall have no responsibility for the Local Government's use of the Emergency Transportation. Further, School District 212 will not provide supervision.

D. Limited Emergency Use. The Local Government expressly acknowledges and agrees that the Emergency Transportation shall only be used by the Local Government during emergencies. Persons transported in the Emergency Transportation under this Agreement shall be limited to employees or agents of the Local Government or evacuees or other members of the public in need of the emergency services. The Local Government shall not charge any fees to passengers for riding the Emergency Transportation. The Emergency Transportation shall not be used by the Local Government for any commercial purpose. All use of the Emergency Transportation under this Agreement shall be as a private carrier and not as a common carrier. School District 212 reserves the right to recall the Emergency Transportation at any time.

E. Return, Repair and Replacement. Notwithstanding other governmental immunities or Section 11 of this Agreement, the Local Government shall exercise reasonable care in the use of the Emergency Transportation. At the conclusion of the Local Government's use of the Emergency Transportation, the Local Government shall return the Emergency Transportation in substantially the same condition as at the outset of use. The Local Government shall be responsible for the cleaning and sanitizing of the Emergency Transportation. The Local Government shall also be responsible for the repair or replacement of any damage to the Emergency Transportation which occurs as a result of or in connection with its use of the Emergency Transportation under this Agreement. If the Local Government does not clean or repair the damages within 14 days after School District 212 sends written notice to the Local Government of the uncleanness or damages, School District 212 may clean or make the repairs. In such case, the Local Government shall reimburse School District 212 for the cleaning, repair and/or replacement costs School District 212 incurs within 14 days after School District 212 sends a written invoice to the Local Government. In addition, the Local Government shall reimburse School District 212 for all fuel costs School District 212 incurs related to the Local Government's fuel usage within 14 days after School District 212 sends a written invoice to the Local Government.

6. Provision of Building Facilities for Emergency Shelter.

A. Ownership and Description of Emergency Shelters. School District 212 is the owner of the building facilities ("Emergency Shelters") identified in Exhibit B, attached to this Agreement. School District 212 shall at all times be the sole owner of its Emergency Shelter and the Local Government shall have no right or interest in School District 212's Emergency Shelter, except for the right to use the Emergency Shelter as provided in this Agreement. School

District 212 may prepare and establish a floor plan for its Emergency Shelter which shall designate those areas within the Emergency Shelter which may be utilized for emergency purposes. A copy of the floor plan may be provided to the Local Government. The Local Government acknowledges that the Emergency Shelters have limited capacity. In order to maximize use of the Emergency Shelter, a benchmark of 185 square feet per person shall be used to determine capacity and the capacity limits for each Emergency Shelter are provided in Exhibit B. School District 212 may further limit the capacity based on a determination of the best interests of School District 212.

B. Request for Emergency Use of Emergency Shelters. If the Local Government determines that it or the public it serves, that also reside within the geographic boundaries of School District 212, is affected by an emergency situation, such as an area wide catastrophe or state of emergency, that necessitates the use of School District 212's Emergency Shelter, the Local Government shall notify School District 212's emergency contact, as listed in the Emergency Contact List attached as Exhibit A, and explain the nature of the emergency, the extent of its need for the Emergency Shelter and the anticipated duration of the use. The duration of the use shall be reassessed each 24 hour period and School District 212 may limit use as determined solely in its discretion. School District 212, in its sole discretion, may make the Emergency Shelter available for the Local Government's emergency use in accordance with the terms of this Agreement. School District 212, may consider its responsibilities to its constituents, pupils and its employees, including without limitation the uninterrupted delivery of educational services to students and the public, before granting permission to use the Emergency Shelter.

C. Supplies and Supervision. The Local Government shall be responsible for equipping the Emergency Shelter with such emergency equipment, apparatus and supplies, including all necessary medication, as are necessary and sufficient to respond to the emergency and shall administer and be responsible for the administration of all health and medical activities in the Emergency Shelter. In addition, the Local Government shall provide for the proper storage of all medical materials and hazardous wastes and for the proper removal of such materials and wastes from the Emergency Shelter. The Local Government shall provide staff and security in sufficient numbers to conduct and supervise the Emergency Shelter.

D. Limited Emergency Use. The Local Government expressly acknowledges and agrees that the Emergency Shelter shall only be used by the Local Government during emergencies. The Local Government shall only permit its employees or agents and evacuees or other members of the public in need of the emergency services to utilize the Emergency Shelter. The Emergency Shelter shall not be used by the Local Government for any commercial purpose. The Local Government shall not charge those taking shelter any fees for use of the Emergency Shelter.

E. Return, Repair and Replacement. Notwithstanding other governmental immunities, the Local Government shall exercise reasonable care in the conduct of activities in the Emergency Shelter. At the conclusion of the Local Government's use of the Emergency Shelter, the Local Government shall return the Emergency Shelter in substantially the same condition as at the outset of use. The Local Government shall replace or reimburse School District 212 for any foods or supplies that may be used in the conduct of the relief activities in the Emergency Shelter. The Local Government shall be responsible for the cleaning and sanitizing of the Emergency Transportation. The Local Government shall also be responsible for the cost of repair and/or replacement of any damage to the Emergency Shelter which occurs as a result of or in connection with its use of the Emergency Shelter under this Agreement. If the Local Government does not clean or repair the damages within 14 days after School District 212 sends written notice to the Local Government of the uncleanliness or damages, School District 212 may clean or make the repairs. In such case, the Local Government shall reimburse School District 212 for the reasonable cleaning, repair and/or replacement costs School District 212 incurs within 14 days after School District 212 sends a written invoice to the Local Government.

7. Insurance. The Local Government, at its sole cost and expense, shall keep in full force and effect at all times during the term of this Agreement comprehensive general liability and property damage insurance, insuring against all liability of the Local Government arising out of its use of the Emergency Transportation and Emergency Shelters, with a minimum combined single limit of Two Million (\$2,000,000.00) dollars per occurrence, as well as contractual liability coverages, workers' compensation insurance, and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to School District 212 against claims for injuries to persons or damages to property that might arise from the Local Government's use of the Emergency Transportation or the Emergency Shelter. The Local Government shall make its certificates of insurance available to the School District upon request and the School District may immediately terminate this Agreement if the Local Government is unable to provide certificates of insurance that evidence the insurance requirements provided in this Section.

8. Indemnification. To the fullest extent permitted by law, the Local Government shall indemnify, defend and hold harmless School District 212, its governing boards and members, its employees, volunteers, and agents, and their successors and assigns, in their individual and official capacities (collectively the "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, attorneys' fees and litigation costs, incurred by any of the Indemnitees for injuries to persons, including death, or for damage, destruction or theft of property arising out of any activity of the Local Government, or any act or omission of the Local Government or of any employee, agent or invitee of the Local Government, related to the Local Government's use of the Emergency Transportation and/or Emergency Shelter, except for those liabilities, losses, claims or demands arising out of the Indemnitees' gross negligence or willful and wanton actions.

9. Liability. The parties intend on carrying out this Agreement to fully utilize the provisions of Sections 15 and 21 of the IEMAA, 20 ILCS 3305/15, 20 ILCS 3305/21, such that, to the fullest extent permitted by law, neither party, nor any of its officers, agents, employees, or representatives engaged in any emergency management response or recovery activities including the use of Emergency Transportation or the establishment and operation of the Emergency Shelter, while complying with or attempting to comply with the IEMAA or any rule or regulations promulgated pursuant to the IEMAA, will be liable for the death of or any injury to persons, or damage to property, as a result of such activity, except to the other party to this Agreement as provided in this Agreement. Notwithstanding the foregoing, if there is any liability, the Local Government shall assume such liability, including such liability as may be properly imposed by law, for the administration of the Emergency Shelter or the use of the Emergency Transportation.

10. Waiver and Release. For and in consideration of the use of Emergency Transportation and/or Emergency Shelters, the Local Government and its employees and agents hereby waive, release and warrant that they shall not bring any claim, by lawsuit or otherwise, against a School District 212, its governing boards and members, officers, employees, agents and volunteers, directly or on behalf of the Local Government, its employees, volunteers or agents, or any other person in connection with use of the Emergency Transportation and/or Emergency Shelters unless the claim is related to the breach of this Agreement.

11. No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the defenses available to the Local Governments under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

12. Cooperation. The Local Governments agree that they shall meet and confer as necessary to cooperatively work to address and resolve new issues which may arise subsequent to the approval of this Agreement.

13. Relationship of the Local Governments. Nothing in this Agreement shall be construed to consider the parties or their respective employees or agents as the agents or employees of the other party. If a Local Government employee or agent is also an employee of School District 212, the Local Government expressly agrees that such person shall be acting solely in the employee's individual capacity as an employee or agent of the Local Government and shall not in any way be acting as an employee or agent of School District 212. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the parties. Except as otherwise expressly provided in this Agreement, no party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This Agreement is for the benefit of the Local Governments only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.

14. Notice. All notices in non-emergency situations shall be provided in writing, by certified mail, return receipt requested; or in person to the parties at their

respective addresses first set forth in Exhibit A, until such time as a party notifies the other party in writing of a change of address for notices.

15. Compliance with All Laws. The Local Government shall comply with all applicable local, county, State and federal laws, codes, regulations and rules, including without limitation the Illinois Vehicle Code, Federal Motor Carrier Safety Regulations, and those regarding transportation, licensing of drivers, safety standards and rules of the road, the IEMAA and all policies and rules of School District 212 including without limitation the prohibition of alcohol use in vehicles or on public property.

16. No Assignment. No party may assign any rights or duties under this Agreement without the prior express written consent of the other party.

17. Successors. This Agreement shall be binding upon the successors of the parties' respective governing boards.

18. Entire Agreement. This Agreement shall constitute the entire agreement of the Local Governments hereto with respect to the activities hereunder and supersedes any and all prior agreements and understandings, whether written or oral, formal or informal.

19. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

20. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

21. Amendments. This Agreement may not be amended except by means of a written document signed by authorized representatives of the Local Governments.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.

23. Effective Date. This Agreement shall be deemed dated and become effective on the date the last Local Government signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the undersigned Local Governments have caused this Agreement to be executed by their duly designated officials or officers.

Board of Education of Leyden High School District No. 212 Franklin Park, Illinois	Local Government:
Signed:	Signed:

Its President	Its President
Attest: _____	Attest: _____
Its Secretary	Its Secretary
Date: _____	Date: _____

**EXHIBIT A**

**Emergency Contact Information List and Addresses**

<u>Local Government</u>	<u>Emergency Contact</u>	<u>Address</u>
Leyden High School District 212	Superintendent-	3400 Rose Street Franklin Park, IL 60131
<i>[Municipality]</i>	<i>[Village or City Manager]</i>	



**EXHIBIT B**

**Building Facilities Authorized for Emergency Use**

Local Government

Emergency Shelter

Capacity

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

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**ORDINANCE**

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

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**AN ORDINANCE APPROVING A COOPERATION AGREEMENT  
BY AND BETWEEN THE MUNICIPALITY OF DURANGO, STATE OF  
DURANGO, UNITED MEXICAN STATES AND THE VILLAGE OF  
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

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

**AN ORDINANCE APPROVING A COOPERATION AGREEMENT  
BY AND BETWEEN THE MUNICIPALITY OF DURANGO, STATE OF  
DURANGO, UNITED MEXICAN STATES AND THE VILLAGE OF  
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

**WHEREAS**, it is the desire of the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") to enter into an agreement with the municipality of Durango in order to promote cultural and business ties and to provide a cooperative framework to strengthen economic endeavors and foster social activities.

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

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

**Section 2.** The Cooperation Agreement by and between the Municipality of Durango, State of Durango, United Mexican States and the Village of Franklin Park, State of Illinois, United States of America (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Village Board, with such necessary changes as determined by the Village President, with such changes and revisions therein determined being approved by execution and delivery of the Agreement by the Village President.

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

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

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

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

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

*(Intentionally Left Blank)*

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

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

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

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

ATTEST:

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

Exhibit A

*Agreement*

**ORDINANCE NO. 1112-G-88**

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF PURCHASING PERSONAL PROPERTY AND AUTHORIZING AND PROVIDING FOR THE ISSUE OF \$402,882 GENERAL OBLIGATION DEBT CERTIFICATES, SERIES 2012, EVIDENCING THE RIGHTS TO PAYMENT UNDER SUCH AGREEMENT, PRESCRIBING THE DETAILS OF THE AGREEMENT AND CERTIFICATES, AND PROVIDING FOR THE SECURITY FOR AND MEANS OF PAYMENT UNDER THE AGREEMENT OF THE CERTIFICATES**

**Passed by the Village President  
and Board of Trustees of the  
Village of Franklin Park this 6<sup>th</sup>  
day of February, 2012**

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**ORDINANCE NO. 1112-G-88**

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF PURCHASING PERSONAL PROPERTY AND AUTHORIZING AND PROVIDING FOR THE ISSUE OF \$402,882 GENERAL OBLIGATION DEBT CERTIFICATES, SERIES 2012, EVIDENCING THE RIGHTS TO PAYMENT UNDER SUCH AGREEMENT, PRESCRIBING THE DETAILS OF THE AGREEMENT AND CERTIFICATES, AND PROVIDING FOR THE SECURITY FOR AND MEANS OF PAYMENT UNDER THE AGREEMENT OF THE CERTIFICATES**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "Village"), is a unit of local government of the State of Illinois (the "State") operating, *inter alia*, under and pursuant to the following laws:

- (1) the Illinois Municipal Code , 65 ILCS 5/1-1-1, *et seq.* (the "Illinois Municipal Code");
- (2) the Local Government Debt Reform Act, 30 ILCS 350/1, *et seq.* (the "Debt Reform Act"), and in particular, the provisions of Section 17 of the Debt Reform Act (the "Installment Purchase Provisions"); and
- (3) all other Omnibus Bond Acts, 5 ILCS 70/8 (collectively with the Illinois Municipal Code and the Debt Reform Act are the "Applicable Law"); and

WHEREAS, the Village President and Board of Trustees of the Village of Franklin Park (the "Board of Trustees") has considered the needs of the Village and, in so doing, the Board of Trustees has deemed and does now deem it advisable, necessary, and for the best interests of the Village to acquire personal property consisting of three (3) police cruisers, two (2) pick-up trucks, one (1) dump truck, three (3) passenger vehicles and fire department turnout gear, including, in connection therewith, other services necessary, useful or advisable thereto (the "Project") all as approved by the Board of Trustees; and

WHEREAS, the Board of Trustees has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, planning and engineering services related thereto and to the Agreement to be not less than \$402,882 plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the Village are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in the amount of \$402,882 for the purpose of paying such costs; and

WHEREAS, pursuant the Installment Purchase Provisions, the Village has the power to purchase personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than twenty years, to sell, convey and reacquire personal property upon and terms and conditions and in any manner as the Board of Trustees shall determine, if the Village will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing the indebtedness incurred under such agreements; and

WHEREAS, the Board of Trustees find that it is desirable and in the best interests of the Village to avail of the provisions of the Installment Purchase Provisions as follows:

- (1) To authorize an installment purchase agreement (the "Agreement") more particularly as described and provided below in the text of this Ordinance;
- (2) To name as counter-party to the Agreement the Village Treasurer (the "Village Treasurer"), as nominee-seller;
- (3) To authorize the Village President (the "Village President") and the Village Clerk (the "Village Clerk") to execute and attest, respectively, the Agreement on behalf of the Village and to authorize the Village President to file same with the Village Clerk in her capacity as keeper of the records and files of the Village; and
- (4) To issue certificates evidencing the indebtedness incurred under the Agreement in the amount of \$402,882, in form and having such details as set forth herein.

NOW, THEREFORE Be It Ordained by the Village President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

**Section 1. Definitions.** Words and terms used in this Ordinance shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

(1) The following words and terms are as defined in the preambles hereto:

Agreement  
Applicable Law  
Board of Trustees  
Debt Reform Act  
Illinois Municipal Code  
Installment Purchase Provisions  
Village President  
State  
Village  
Village Clerk  
Village Treasurer  
Project

(2) The following words and terms are defined as set forth:

"Agreement" means the Installment Purchase Agreement, as referred to in the preambles of this Ordinance, for the purpose of purchasing, acquiring, and financing the Project.

"Amortization Schedule" means the amortization schedule attached to the Certificate.

"Authorized Denominations" means \$100,000 or any amount in excess thereof.

"Business Day" means any day other than a day on which banks in Chicago, Illinois are required to be closed.

"Certificate Fund" means the fund established and defined in Section 11 of this Ordinance.

"Certificate Moneys" means moneys on deposit in the Certificate Fund.

"Certificate Purchase Agreement" is defined in Section 10 of this Ordinance.

"Certificate Register" means the books kept by the Certificate Registrar to evidence the registration and transfer of the Certificates.

"Certificate Registrar" means the Village Treasurer as certificate registrar and paying agent hereunder, or a successor thereto or a successor designated as Certificate Registrar hereunder.

"Certificates" means the \$402,882 General Obligation Debt Certificates, Series 2012, or such lesser amount, authorized to be issued by this Ordinance.

"Code" means the Internal Revenue Code of 1986, as amended.

"Default Interest Rate" means the Interest Rate plus 1.0% per annum.

"Designated Officers" means the Village President, the Village Clerk, and Village Treasurer, or successors or assigns.

"Interest Rate" means 3.30% per annum.

"Monthly Payment Date" means the date on which the monthly payment of principal and interest is due as set forth on the amortization schedule.

"Ordinance" or "Certificate Ordinance" means Ordinance No. 1112-G-88 passed by the Village President and Board of Trustees on the 6<sup>th</sup> day of February, 2012 and approved by the Village President on the same date.

"Paying Agent" means the Village Treasurer as certificate registrar and paying agent hereunder, or a successor thereto or a successor designated as Paying Agent hereunder.

"Project Fund" means the Project Fund established and defined in Section 11 of this Ordinance.

"Purchase Price" means the price paid by the Purchaser for the Certificates as set forth in Section 10 of this Ordinance.

"Purchaser" means the purchaser of the Certificates, namely, Municipal Asset Management, Inc., Golden, Colorado.

"Record Date" means the 15<sup>th</sup> day of the month next preceding any regular or other interest payment date which occurs on the first day of a month and the 15<sup>th</sup> day preceding any interest payment date occasioned by a redemption of Certificates on other than a regularly scheduled interest payment date.

"Rule" means Rule 15c2-12 as promulgated by the Securities and Exchange Commission, as amended.

“Stated Maturity” means, with respect to any Certificate, the date specified in such Certificate as the fixed date on which the principal of such Certificate or such interest is due and payable, whether by maturity or otherwise.

"Tax-exempt" means, with respect to the Certificates, the status of interest paid and received thereon as not includable in the gross income of the owners thereof under the Code for federal income tax purposes except to the extent that such interest is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations and in computing the "branch profits tax" imposed on certain foreign corporations.

“Work Contracts” mean the contracts for the Project payable from the Project Fund as authorized in Section 11.

(3) Definitions may also appear in specific sections of this Ordinance and in the Preambles.

**Section 2. Incorporation of Preambles.** The Board of Trustees hereby finds that the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

**Section 3. Determination to Authorize and Enter into Agreement and to Issue Certificates.** It is necessary and advisable for the public health, safety, welfare, and convenience of residents of the Village to pay the costs of the Project, and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of the Certificates evidencing the indebtedness incurred under the Agreement.

**Section 4. Agreement is a General Obligation; Annual Appropriation.** The Village hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a lawful direct general obligation of the Village payable from the corporate funds of the Village. The Village represents and warrants that the total amount due the nominee-seller under the Agreement, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations. The Village agrees to appropriate funds of the Village annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

**Section 5. Execution and Filing of the Agreement.** From and after the effective date of this Ordinance, the Village President and Village Clerk be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form thereof set forth below in the text of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Village Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Village Clerk and retained in the Village records and constitute authority for issuance of the Certificates. Subject to such discretion of the officers' signatory to the document as described in the foregoing text, the Installment Purchase Agreement shall be in substantially the form as follows:

**INSTALLMENT PURCHASE AGREEMENT FOR THE  
PURCHASE OF PERSONAL PROPERTY IN AND FOR  
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS FUNDED BY THE \$402,882 GENERAL  
OBLIGATION DEBT CERTIFICATES, SERIES 2012**

THIS INSTALLMENT PURCHASE AGREEMENT (the "Agreement") made as of the 10<sup>th</sup> day of February, 2012 by and between the Village Treasurer of the Village of Franklin Park, Cook County, Illinois, as Nominee-Seller (the "Seller"), and the Village of Franklin Park, Cook County, Illinois, a unit of local government of the State of Illinois (the "Village") as follows:

WITNESSETH

A. The Village President and Board of Trustees of the Village of Franklin Park (the "Board of Trustees") has determined to undertake the Project, as defined in Ordinance No. 1112-G-88 (the "Ordinance"), and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work, all as passed by the Board of Trustees, approved by the Village President, and on file with the Village Clerk.

B. Pursuant to the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (the "Illinois Municipal Code"); the Local Government Debt Reform Act, 30 ILCS 350/1, *et seq.* (the "Debt Reform Act"), and, in particular, the provisions of Section 17 of the Debt Reform Act (the "Installment Purchase Provisions"); and all other Omnibus Bond Acts, 5 ILCS 70/8 (collectively with the Illinois Municipal Code and the Debt Reform Act are the "Applicable Law"); the Village has the power to purchase personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than twenty years, to sell, convey and reacquire personal property upon and terms and conditions and in any manner as the Board of Trustees shall determine, if the Village will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing the indebtedness incurred under such agreements.

C. The Board of Trustees, pursuant to Applicable Law and the need to provide for the Project, passed the Ordinance, authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is

(1) incorporated herein by reference; and

(2) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to acquire the Project on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the Village as follows:

**1. UNDERTAKE AND CONSTRUCT PROJECT.** The Seller agrees to acquire the personal property for the Project as previously authorized by the Village.

**2. CONVEYANCE.** The Village conveys to the Seller any portion of the Project heretofore acquired and to be paid from the proceeds of the Certificates (as defined in the Ordinance). The Seller agrees to convey each part of the Project to the Village and to perform all necessary work and convey all necessary personal property; and the Village agrees to purchase the Project from the Seller and pay for the Project the purchase price of \$402,882; plus the amount of investment earnings which are earned on the amount deposited with the Village Treasurer from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$402,882, plus the amount of investment earnings which are earned on the amount deposited with the Village Treasurer from the sale of the Certificates.

**3. PAYMENTS.** The payment of said \$402,882 of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts; and
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates authorized by this Ordinance.



4. **ASSIGNMENT.** Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law, under the Installment Purchase Provisions, to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

5. **TAX COVENANTS.** The covenants relating to the Tax-exempt status of the Certificates, as set forth in the Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. **TITLE AND OWNERSHIP.** Title and ownership in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the Village. If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the Village shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project. The Village agrees that the proceeds of insurance received as a result of any damage or destruction of the Project shall be used to reacquire or rebuild the Project, or to pay the Certificates.

7. **LAWFUL CORPORATE OBLIGATION.** The Village hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the Village payable from the corporate funds of the Village and such other sources of payment as are otherwise lawfully available. The Village represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations. The Village agrees to appropriate funds of the Village annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. **GENERAL COVENANT AND RECITAL.** It is hereby certified and recited by the Seller and the Village, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. **NO SEPARATE TAX.** THE OBLIGATION OF THE VILLAGE TO MAKE PAYMENTS OF PRINCIPAL AND INTEREST UNDER THE INSTALLMENT CONTRACT IS A GENERAL OBLIGATION OF THE VILLAGE PAYABLE FROM ANY FUNDS LEGALLY AVAILABLE AND ANNUALLY APPROPRIATED THEREFOR. NO STATUTORY AUTHORITY EXISTS, HOWEVER, FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER VILLAGE TAXES OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY PRINCIPAL AND INTEREST PAYMENTS DUE UNDER THE INSTALLMENT CONTRACT. PAYMENTS DUE ON THE INSTALLMENT CONTRACT ARE NOT SECURED BY ANY INTEREST IN THE PROJECT THAT IS THE SUBJECT OF THE INSTALLMENT CONTRACT.

10. **DEFAULT.** In the event of a default in payment hereunder by the Village, the Seller or any Certificate holder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Agreement to be executed and attested, in his capacity as Village Treasurer, and the Village has caused this Agreement to be executed by its Village President, and also attested by its Village Clerk, and the official seal of the Village to be hereunto affixed, all as of the day and year first above written.

**SELLER:**

\_\_\_\_\_  
FRANK GRIEASHAMER, as Nominee-Seller  
and the Village Treasurer

**VILLAGE OF FRANKLIN PARK**

\_\_\_\_\_  
BARRETT F. PEDERSEN, Village President

ATTEST:

\_\_\_\_\_  
TOMMY THOMSON, Village Clerk

(SEAL)

**Section 6. Certificate Details.** There shall be borrowed on the credit of and for and on behalf of the Village the principal amount of \$402,882, which shall be designated "General Obligation Debt Certificates, Series 2012" (the "Certificates"). The Certificates shall be dated February 10, 2012, shall also bear the date of authentication, shall be in fully registered form, shall be in Authorized Denominations, shall be numbered 1 and upward, shall bear interest at the rate of 3.30% per annum (computed upon the basis of a 360-day year of twelve 30-day months) and shall become due and payable in monthly installments of principal and interest (subject to prior redemption as hereinafter set forth) commencing on March 10, 2012 and on the 10<sup>th</sup> day of each month thereafter to and including February 10, 2020 as set forth on the Amortization Schedule attached to the Certificates.

Upon the occurrence and during the continuation of an Event of Default (as hereinafter defined), the Certificates shall bear interest at the Default Interest Rate.

Principal and Interest on each Certificate shall be paid by check or draft of the Village Treasurer, as certificate registrar and paying agent (the "Certificate Registrar"), payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the 1<sup>st</sup> day of the month next preceding the interest payment date. The Principal and Interest of the Certificates shall be payable in lawful money of the United States of America at the principal office of the Certificate Registrar.

The Certificates shall be subject to redemption prior to maturity at the option of the Village as a whole on any Monthly Payment Date at the price set forth as the purchase price on the Amortization Schedule plus the total payment on each Monthly Payment Date.

**Section 7. Execution; Authentication.** The Certificates shall be signed by the manual or duly authorized facsimile signatures of the Village President and Village Clerk and may have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Certificates shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the Village and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance. The certificate of authentication on any Certificate shall be deemed to have been executed by it if signed by an authorized signatory of the Certificate Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Certificates issued hereunder.

**Section 8. Registration of Certificates; Persons Treated as Owners.** The Certificate Registrar shall cause the Certificate Register for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the principal office of the Certificate Registrar. The Certificate Registrar is authorized to prepare and keep custody of, multiple Certificate blanks executed by the Village for use in the transfer and exchange of any Certificates.

Upon surrender for transfer of any Certificate at the principal office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the Village shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity of authorized denomination(s), for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denomination(s). The execution by the Village of any fully registered Certificate shall constitute full and due authorization of such Certificate, and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate; provided, however, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less principal amounts previously paid.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period of fifteen days next preceding any interest payment date on such Certificate.

The person in whose name any Certificate 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 Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the Village or the Certificate 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 Certificates.

**Section 9. Form of Certificate.** The Certificates shall be in substantially the following form:

**REGISTERED NO. 1**

**REGISTERED \$\$402,882**

**UNITED STATES OF AMERICA, STATE OF ILLINOIS, COUNTY OF COOK  
VILLAGE OF FRANKLIN PARK  
GENERAL OBLIGATION DEBT CERTIFICATE, SERIES 2012**

**Interest Rate: 3.30%      Maturity Date: 2/10/2020      Dated Date: 2/10/2012**

**Registered Owner: Municipal Asset Management, Inc.,  
25288 Foothills Drive North  
Golden, Colorado 80401**

**Principal Amount: Four Hundred Two Thousand Eight Hundred  
Eighty-Two Dollars (\$402,882)**

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Franklin Park, Cook County, Illinois, a unit of local government of the State of Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Certificate identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such principal and interest to be payable monthly on the 10<sup>th</sup> day of each month, commencing March 10, 2012 and continuing to the Maturity Date in the amounts set forth in the attached amortization schedule. The principal and interest of this Certificate are payable in lawful money of the United States of America upon presentation hereof at the office maintained for such purpose by the Village Treasurer, as paying agent and registrar (the "Certificate Registrar"). Payment of principal and interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Certificate Registrar, at the close of business on the applicable Record Date (the "Record Date"). The Record Date means the 1<sup>st</sup> day of the month preceding any regular monthly payment date occurring on the first day of any month and the 15<sup>th</sup> day preceding any interest payment date occasioned by the redemption of Certificates on other than the first day of a month. Principal and interest shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

Upon the occurrence and during the continuation of an Event of Default (as hereinafter defined), the Certificates shall bear interest at the Default Interest Rate.

This Certificate shall be subject to redemption prior to maturity at the option of the Village as a whole on any Monthly Payment Date at the price set forth as the purchase price on the Amortization Schedule plus the total payment on each Monthly Payment Date.

This Certificate is one of a series of certificates (the "Certificates") in the aggregate principal amount of \$402,882 issued by the Village for the purpose of providing funds to pay the cost of the Project, all as described and defined in Ordinance No. 1112-G-88 (the "Certificate Ordinance") which has been duly passed by the Village President and Board of Trustees in all respects as by law required, authorizing the Certificates pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and in particular as supplemented by the Local Government Debt Reform Act, 30 ILCS 350/1, *et seq.*, and the other Omnibus Bond Acts, 5 ILCS 70/8 (collectively referred to as the "Applicable Law"). The Certificates issued by the Village in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement dated as of the 10<sup>th</sup> day of February, 2012 entered into by and between the Village and its Village Treasurer, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this Certificate assents.

This Certificate is subject to provisions relating to registration, transfer, and exchange and such other terms and provisions relating to security and payment as are set forth in the Certificate Ordinance; to which reference is hereby expressly made; and to all the terms of which the registered owner hereof is hereby notified and shall be subject.

The Village and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes; and neither the Village nor the Certificate Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions, and things required by the Constitution and Laws of the State of Illinois, to exist or to be done precedent to and in the issuance of this Certificate, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the obligation to make payments due hereon is a lawful direct general obligation of the Village payable from the corporate funds of the Village and such other sources of payment as are otherwise lawfully available, that the total amount due under the Agreement, represented by the Certificates, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations; and that the Village shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER. PAYMENTS DUE HEREUNDER ARE NOT SECURED BY ANY INTEREST IN THE PROJECT.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF, the Village of Franklin Park, Cook County, Illinois, by its Village President and Board of Trustees, has caused this Certificate to be executed by the manual or duly authorized facsimile signature of its Village President and attested by the manual or duly authorized facsimile signature of its Village Clerk, all as appearing hereon and as of the Dated Date identified above.

\_\_\_\_\_  
Village President

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

Date of Authentication:

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar  
and Paying Agent:

Village Treasurer

This Certificate is one of the Certificates described in the within mentioned Ordinance.

By \_\_\_\_\_  
Village Treasurer, as Certificate Registrar

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address and Social Security or other identifying number of Assignee)  
the within Certificate and does hereby irrevocably constitute and appoint \_\_\_\_\_ as attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Assignee

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment and transfer must correspond with the name of the Registered Owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Lease Amortization Template

**96 Monthly Payments**

Lessee Name.....	Amortization Template
Principal Amount.....	402,882.00
Interest Rate.....	3.30
Purchase Option Rate.....	2.00
Interest Start Date (Dated Date).....	10-Feb-12
First Payment Date (m/d/yr).....	10-Mar-12
Type of Amort - 0 Proposal, 1 Exhibit	0
Display Pmt Dates - 0 Yes, 1 No.....	0

PROPOSAL  
Amortization Template

Commencement Date  
10-Feb-12

Pmt #	Payment Date	Principal Balance	Total Payment	Interest Portion	Principal Portion	Purchase Price
		402,882.00				
1	10-Mar-12	396,616.46	7,374.11	1,108.57	6,265.54	411,787.64
2	10-Apr-12	390,333.68	7,374.11	1,091.33	6,282.78	405,099.85
3	10-May-12	384,033.61	7,374.11	1,074.04	6,300.07	398,400.90
4	10-Jun-12	377,716.21	7,374.11	1,056.71	6,317.40	391,690.80
5	10-Jul-12	371,381.42	7,374.11	1,039.32	6,334.79	384,969.50
6	10-Aug-12	365,029.20	7,374.11	1,021.89	6,352.22	378,237.01
7	10-Sep-12	358,659.50	7,374.11	1,004.41	6,369.70	371,493.29
8	10-Oct-12	352,272.28	7,374.11	986.89	6,387.22	364,738.34
9	10-Nov-12	345,867.48	7,374.11	969.31	6,404.80	357,972.13
10	10-Dec-12	339,445.06	7,374.11	951.69	6,422.42	351,194.64
11	10-Jan-13	333,004.97	7,374.11	934.02	6,440.09	344,405.85
12	10-Feb-13	326,547.16	7,374.11	916.30	6,457.81	337,605.75
13	10-Mar-13	320,071.58	7,374.11	898.53	6,475.58	330,794.32
14	10-Apr-13	313,578.18	7,374.11	880.71	6,493.40	323,971.53
15	10-May-13	307,066.91	7,374.11	862.84	6,511.27	317,137.37
16	10-Jun-13	300,537.73	7,374.11	844.93	6,529.18	310,291.83
17	10-Jul-13	293,990.58	7,374.11	826.96	6,547.15	303,434.87
18	10-Aug-13	287,425.41	7,374.11	808.94	6,565.17	296,566.48
19	10-Sep-13	280,842.18	7,374.11	790.88	6,583.23	289,686.65
20	10-Oct-13	274,240.84	7,374.11	772.77	6,601.34	282,795.35
21	10-Nov-13	267,621.33	7,374.11	754.60	6,619.51	275,892.57
22	10-Dec-13	260,983.61	7,374.11	736.39	6,637.72	268,978.28
23	10-Jan-14	254,327.62	7,374.11	718.12	6,655.99	262,052.47
24	10-Feb-14	247,653.32	7,374.11	699.81	6,674.30	255,115.11
25	10-Mar-14	240,960.65	7,374.11	681.44	6,692.67	248,166.19
26	10-Apr-14	234,249.57	7,374.11	663.03	6,711.08	241,205.69
27	10-May-14	227,520.02	7,374.11	644.56	6,729.55	234,233.59
28	10-Jun-14	220,771.95	7,374.11	626.04	6,748.07	227,249.87
29	10-Jul-14	214,005.32	7,374.11	607.48	6,766.63	220,254.51
30	10-Aug-14	207,220.07	7,374.11	588.86	6,785.25	213,247.49
31	10-Sep-14	200,416.15	7,374.11	570.19	6,803.92	206,228.80
32	10-Oct-14	193,593.50	7,374.11	551.46	6,822.65	199,198.40
33	10-Nov-14	186,752.08	7,374.11	532.69	6,841.42	192,156.29
34	10-Dec-14	179,891.84	7,374.11	513.87	6,860.24	185,102.44
35	10-Jan-15	173,012.72	7,374.11	494.99	6,879.12	178,036.83
36	10-Feb-15	166,114.67	7,374.11	476.06	6,898.05	170,959.45



37	10-Mar-15	162,776.74	3,795.01	457.08	3,337.93	167,449.37
38	10-Apr-15	159,429.64	3,795.01	447.90	3,347.11	163,933.45
39	10-May-15	156,073.32	3,795.01	438.69	3,356.32	160,411.66
40	10-Jun-15	152,707.76	3,795.01	429.45	3,365.56	156,884.01
41	10-Jul-15	149,332.94	3,795.01	420.19	3,374.82	153,350.47
42	10-Aug-15	145,948.83	3,795.01	410.90	3,384.11	149,811.05
43	10-Sep-15	142,555.42	3,795.01	401.59	3,393.42	146,265.73
44	10-Oct-15	139,152.67	3,795.01	392.26	3,402.75	142,714.50
45	10-Nov-15	135,740.55	3,795.01	382.89	3,412.12	139,157.35
46	10-Dec-15	132,319.04	3,795.01	373.50	3,421.51	135,594.27
47	10-Jan-16	128,888.12	3,795.01	364.09	3,430.92	132,025.25
48	10-Feb-16	125,447.77	3,795.01	354.65	3,440.36	128,450.28
49	10-Mar-16	121,997.94	3,795.01	345.18	3,449.83	124,869.36
50	10-Apr-16	118,538.62	3,795.01	335.69	3,459.32	121,282.47
51	10-May-16	115,069.78	3,795.01	326.17	3,468.84	117,689.60
52	10-Jun-16	111,591.41	3,795.01	316.63	3,478.38	114,090.74
53	10-Jul-16	108,103.45	3,795.01	307.05	3,487.96	110,485.88
54	10-Aug-16	104,605.90	3,795.01	297.46	3,497.55	106,875.02
55	10-Sep-16	101,098.72	3,795.01	287.83	3,507.18	103,258.13
56	10-Oct-16	97,581.89	3,795.01	278.18	3,516.83	99,635.22
57	10-Nov-16	94,055.40	3,795.01	268.51	3,526.50	96,006.27
58	10-Dec-16	90,519.19	3,795.01	258.80	3,536.21	92,371.28
59	10-Jan-17	86,973.25	3,795.01	249.07	3,545.94	88,730.22
60	10-Feb-17	83,417.56	3,795.01	239.32	3,555.69	85,083.10
61	10-Mar-17	81,210.09	2,437.00	229.53	2,207.47	82,787.90
62	10-Apr-17	78,996.55	2,437.00	223.46	2,213.54	80,488.88
63	10-May-17	76,776.92	2,437.00	217.37	2,219.63	78,186.03
64	10-Jun-17	74,551.19	2,437.00	211.26	2,225.74	75,879.34
65	10-Jul-17	72,319.33	2,437.00	205.14	2,231.86	73,568.81
66	10-Aug-17	70,081.32	2,437.00	198.99	2,238.01	71,254.42
67	10-Sep-17	67,837.16	2,437.00	192.84	2,244.16	68,936.18
68	10-Oct-17	65,586.82	2,437.00	186.66	2,250.34	66,614.08
69	10-Nov-17	63,330.29	2,437.00	180.47	2,256.53	64,288.10
70	10-Dec-17	61,067.55	2,437.00	174.26	2,262.74	61,958.25
71	10-Jan-18	58,798.58	2,437.00	168.03	2,268.97	59,624.51
72	10-Feb-18	56,523.37	2,437.00	161.79	2,275.21	57,286.89
73	10-Mar-18	54,241.90	2,437.00	155.53	2,281.47	54,945.37
74	10-Apr-18	51,954.15	2,437.00	149.25	2,287.75	52,599.94
75	10-May-18	49,660.11	2,437.00	142.96	2,294.04	50,250.61
76	10-Jun-18	47,359.75	2,437.00	136.64	2,300.36	47,897.36
77	10-Jul-18	45,053.07	2,437.00	130.32	2,306.68	45,540.19
78	10-Aug-18	42,740.05	2,437.00	123.97	2,313.03	43,179.09
79	10-Sep-18	40,420.65	2,437.00	117.60	2,319.40	40,814.06
80	10-Oct-18	38,094.87	2,437.00	111.22	2,325.78	38,445.08
81	10-Nov-18	35,762.69	2,437.00	104.82	2,332.18	36,072.16
82	10-Dec-18	33,424.09	2,437.00	98.40	2,338.60	33,695.28
83	10-Jan-19	31,079.06	2,437.00	91.97	2,345.03	31,314.44
84	10-Feb-19	28,727.58	2,437.00	85.52	2,351.48	28,929.63
85	10-Mar-19	26,369.63	2,437.00	79.05	2,357.95	26,540.85
86	10-Apr-19	24,005.19	2,437.00	72.56	2,364.44	24,148.08
87	10-May-19	21,634.24	2,437.00	66.05	2,370.95	21,751.33
88	10-Jun-19	19,256.77	2,437.00	59.53	2,377.47	19,350.58
89	10-Jul-19	16,872.76	2,437.00	52.99	2,384.01	16,945.83
90	10-Aug-19	14,482.19	2,437.00	46.43	2,390.57	14,537.08
91	10-Sep-19	12,085.04	2,437.00	39.85	2,397.15	12,124.31

92	10-Oct-19	9,681.30	2,437.00	33.25	2,403.75	9,707.52
93	10-Nov-19	7,270.94	2,437.00	26.64	2,410.36	7,286.70
94	10-Dec-19	4,853.95	2,437.00	20.01	2,416.99	4,861.84
95	10-Jan-20	2,430.31	2,437.00	13.36	2,423.64	2,432.94
96	10-Feb-20	0.00	2,437.00	6.69	2,430.31	0.00
TOTALS			444,280.12	41,398.12	402,882.00	

**Section 10. Sale of Certificates.** The Certificates hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Village Treasurer, and be by the Village Treasurer delivered to the Purchaser, upon receipt of the purchase price therefor, the same being \$402,882, plus accrued interest to date of delivery; the contract for the sale of the Certificates heretofore entered into is in all respects ratified, approved and confirmed, it being hereby found and determined that the Certificates have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Certificate Purchase Agreement is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Certificate Purchase Agreement; and the Certificates before being issued shall be registered, numbered and authenticated by the Certificate Registrar, such registration being made in a book provided for that purpose, in which shall be entered the record of the ordinance authorizing the Board of Trustees to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

**Section 11. Use of Certificate Proceeds.** Accrued interest received on the delivery of the Certificates is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the "2012 Debt Certificate Fund" (the "Certificate Fund"), hereby created, which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the "2012 Debt Certificate Project Fund" of the Village (the "Project Fund"), hereby created. It is hereby found and determined and hereby declared and set forth that the Board of Trustees (i) has not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

- (1) Contracts have been or shall be approved, from time to time, by the Board of Trustees for the acquisition of the personal property for the Project; and the Board of Trustees represents and covenants that each contract has been or will be

approved in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the Village for same.

- (2) Pursuant to this Ordinance or subsequent ordinance(s) to be duly passed, the Board of Trustees shall identify all or a designated portion of each contract to the Agreement. The following contracts are hereby identified to the Agreement:
  - (a) Three police cruisers (Green Chevrolet Buick GMC).
  - (b) Two pick-up trucks (Northwest Ford Truck Center).
  - (c) One dump truck.
  - (d) Three passenger vehicles.
  - (e) Fire department turnout gear (Air One Equipment, Inc.).

This Ordinance, any such further Ordinance and said contracts shall be filed of record with the Village Clerk of the Board of Trustees and the Village Treasurer. The adoption and filing of any such ordinance(s) and the contracts with such officers shall constitute authority for the Village Treasurer to make disbursements from the Project Fund to pay amounts due under such contracts from time to time, upon such further ordinances, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the Village for same. No action need be taken by or with respect to the contractors/vendors under the contracts for the aforementioned personal property as, pursuant to the Installment Purchase Provisions, the Village Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the Designated Officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the Village already in existence and in accordance with good accounting practice; provided, however, that this shall not relieve such Designated Officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created.

**Section 12. Covenants.** The Village hereby covenants and agrees with the holders and owners of the Certificates as follows:

- (a) The Village will pay the legal fees of any Certificateholder in the event the Certificateholder asserts claims against the Village to enforce the Village's obligations under this Ordinance; and
- (b) The Village will give written notice to 100% of the owners of the outstanding Certificates in the event the annual appropriation ordinance of the Village is passed without an appropriation of an amount sufficient to pay debt service on the Certificates in that fiscal year.

**Section 13. Events of Default and Remedies.** The occurrence of any of the following events is hereby declared to constitute an "Event of Default":

- (a) Default for more than ten days in the due and punctual payment of the principal of or interest on any Certificate;
- (b) Failure by the Village to observe or perform any condition, covenant or agreement on its part in this Ordinance, other than as referred to in (a) above, and the continuation of such failure for a period of 30 days; provided, however, if the failure is such that it cannot be corrected within the 30-day period, it shall not constitute an Event of Default hereunder if corrective action is instituted by the Village within the 30-day period and diligently pursued until the failure is corrected; or
- (c) The Village shall commence a voluntary case under any applicable bankruptcy, insolvency, reorganization or similar law now or hereafter in effect, or a court having jurisdiction in the premises shall appoint a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) for the Village.

Upon the occurrence and continuation of an Event of Default, any owner of the Certificates, or a duly authorized representative thereof, may pursue any remedy against the Village now or hereafter permitted by law.

**Section 14. Non-Arbitrage and Tax-Exemption.** The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Certificates to be included in the gross income

of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Certificates, under present rules, the Village is treated as the "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

**Section 15. Purpose of the Certificates.** The Certificates are being issued to finance the Project in a prudent manner consistent with the revenue needs of the Village. At least 75% of the sum of (i) Sale Proceeds plus (ii) all investment earnings thereon during the period ending on the date of completion of the Project, less (iii) Costs of Issuance paid from Sale Proceeds or investment earnings thereon, less (iv) Sale Proceeds or investment earnings thereon deposited in a reasonably required reserve or replacement fund, are expected to be used for purposes with respect to property owned by a governmental unit or a Section 501(c)(3) organization. Except for any accrued interest on the Certificates used to pay first interest due on the Certificates, no proceeds of the Certificates will be used more than 90 days after the date of issue of the Certificates for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any other installment contract or other obligation of the Village or for the purpose of replacing any funds of the Village used for such purpose.

**Section 16. The Project - Binding Commitment and Timing.** The Village has incurred or will, within six months of the Closing, incur a substantial binding obligation (not subject to contingencies within the control of the Village) to a third party to expend at least five percent of the Net Sale Proceeds on the Project. It is expected that the work of acquiring the personal property for the Project and the expenditure of amounts deposited into the Project Fund will continue to proceed with due diligence through August 1, 2012, at which time it is anticipated that all Sale Proceeds and investment earnings thereon except for amounts deposited in the Debt Service Reserve Fund and investment earnings thereon will have been spent.

**Section 17. Additional Authorization.** The Board of Trustees hereby authorizes the officials of the Village responsible for issuing the Certificates, the same being the Village President, Village Clerk and the Village Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the Village and the Board of Trustees further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to

employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

**Section 18. Registered Form.** The Village recognizes that Section 149(j) of the Code requires the Certificates to be issued and to remain in fully registered form in order that interest thereon not be includable in gross income for federal income tax purposes under laws in force at the time the Certificates are delivered. The Village will not take any action to permit the Certificates to be issued in, or converted into, bearer or coupon form.

**Section 19. List of Registered Owners.** The Certificate Registrar shall maintain a list of the names and addresses of the owners of all Certificates, and upon any transfer shall add the name and address of the new Registered Owner and eliminate the name and address of the transferor Registered Owner.

**Section 20. Duties of Certificate Registrar.** If requested by the Certificate Registrar, the Village President and Village Clerk are authorized to execute the Certificate Registrar's standard form of agreement between the Village and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder. Subject to modification by the express terms of any such agreement, such duties shall include the following:

- (1) to act as Certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (2) to maintain a list of Certificateholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law;
- (3) to give notice of redemption of Certificates as provided herein;
- (4) to cancel or destroy Certificates which have been paid at maturity or submitted for exchange or transfer;
- (5) to furnish the Village at least annually a certificate with respect to Certificates canceled or destroyed; and
- (6) to furnish the Village at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Certificate Registrar.

**Section 21. Immunity of Officers, Employees and Members of the Village.** No recourse shall be had for the payment of the principal of or premium or interest on the Certificates or for any claim based thereon or upon any obligation, covenant or agreement in this Certificate Ordinance contained against any past, present or future officer, elected official, member, employee or agent of the Village, or of any successor public corporation, as such, either directly or through the Village or any successor public corporation, under any rule of law or equity, statute or constitution or by enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, elected official, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Certificate Ordinance and the issuance of the Certificates.

**Section 22. Supplemental Documents.** The Village President, Village Clerk and Village Treasurer are hereby authorized to execute or attest such documents as necessary to carry out the intent of this Ordinance, the execution of such documents to constitute conclusive evidence of their approval and approval hereunder.

**Section 23. Severability.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 24. Repealer.** All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Bond Ordinance are to the extent of such conflict hereby repealed.

**Section 25. Effective Date.** This Bond Ordinance shall be effective immediately upon passage and approval.

This Bond Ordinance was passed and deposited in the office of the Village Clerk of the Village of Franklin Park this 6<sup>th</sup> day of February, 2012.

APPROVED by me this 6<sup>th</sup> day  
of February, 2012.

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TOMMY THOMSON, Village Clerk

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BARRETT F. PEDERSEN, Village President



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

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**ORDINANCE**

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

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**AN ORDINANCE ADOPTING A SEXUAL MISCONDUCT POLICY OF THE  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

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

**AN ORDINANCE ADOPTING A SEXUAL MISCONDUCT POLICY OF THE  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

**WHEREAS**, the Village strives to conduct its activities in a responsible, legal and accountable manner; and

**WHEREAS**, to ensure that the Village has appropriate procedures for the prevention and reporting of sexual misconduct and to provide protection to an arrestee, detainee or minor from sexual misconduct, a policy is needed to aid in the prevention of sexual misconduct by an employee, volunteer, official or officer; and

**WHEREAS**, in furtherance of these goals, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that it is in the best interest of the health, safety and welfare of the residents of the Village to institute a policy and develop procedures for reporting sexual misconduct in order to protect an arrestee, detainee or minor against sexual misconduct.

**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 Sexual Misconduct Policy, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved.

**Section 3.** The Director of Human Resources is hereby directed to provide each department head with a copy of the Sexual Misconduct Policy and such department head is hereby further directed to take such necessary steps to implement the Sexual Misconduct Policy and distribute same to each employee and volunteer.

**Section 4.** The 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 Sexual Misconduct Policy.

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

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

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

*(Intentionally Left Blank)*

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

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

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

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

ATTEST:

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

Exhibit A

*Sexual Misconduct Policy*

# VILLAGE OF FRANKLIN PARK SEXUAL MISCONDUCT POLICY

## SEXUAL MISCONDUCT POLICY STATEMENT

The Village of Franklin Park, Cook County, Illinois (the “Village”) will not tolerate and will seek to eradicate any behavior by its employees, volunteers, officers or officials, which constitutes Sexual Misconduct. “Sexual Misconduct” means any behavior or act of a sexual nature while on-duty or during the performance of official Village business that is directed towards an arrestee, detainee or minor by an employee, volunteer, officer or elected official, or any outside contractor on Village property or doing work pursuant to a contract with the Village. This includes any actual or attempted sexual molestation, sexual assault, sexual abuse, sexual exploitation or sexual injury. Sexual misconduct includes any sex offenses against a child, as such sexual offenses are defined in the Illinois Criminal Code of 1961, as amended, and extending those definitions of sex offenses to include children under the age of eighteen years. “Sexual Misconduct” does not include “Sexual Harassment.” The terms “minor” and “child” are defined by this policy to include children under the age of eighteen years.

All Village employees, volunteers, officers and officials are expected to comply with this policy. This policy is not intended to and shall not be interpreted as creating duties and responsibilities of employees, volunteers, officers or officials as to third parties beyond those imposed by law.

## ADULT CONTACT WITH CHILDREN

**Sexual abuse of a minor is a crime.** Under most circumstances, employees, volunteers, officers and officials will not be allowed to have unsupervised contact with children. An exception is made for sworn law enforcement officers transporting a child for law enforcement purposes and for certified juvenile officers. A child should not be touched by an employee, volunteer, officer or official except in those cases in which a child is being taken into custody or transported by a sworn law enforcement officer or where the child seeks emotional support. In the latter instance, physical contact should be limited to a shoulder pat, a shoulder hug, a pat on the upper back, or a handshake. All such contact should be very brief in nature.

## PRE-SCREENING OF EMPLOYEES/VOLUNTEERS

All employees and volunteers will be subject to a criminal background check prior to any activity or employment with the Village. An Illinois State Police criminal background check and an Illinois Department of Children and Family Services Child Abuse and Neglect Tracking System check will be made. All prospective and current employees and volunteers are required to sign a release for such background checks. Failure to sign the release(s) will remove the potential employee or volunteer from any further consideration for employment or assignment.

Employees and volunteers whose background checks show a prior arrest or conviction for an offense included within the definition of Sexual Misconduct will not be automatically disqualified for employment or assignment with the Village. In such circumstances, the Village will attempt to determine whether the employment or volunteer assignment has the potential for contact with arrestees, detainees, or minors. In the event any employee or volunteer has a prior

arrest or conviction for an offense included within the definition of sexual misconduct, the Village will prohibit such employee or volunteer from any contact with arrestees, detainees, or minors whether supervised or not.

## **REPORTING PROCEDURES**

It is the express policy of the Village to encourage victims of Sexual Misconduct by Village employees, volunteers, officers or officials, and their parents or guardians in the case of minors, to come forward with such claims. The Village has designated a Child Abuse Counselor (which in most cases will be a Certified Juvenile Law Enforcement Officer) who shall be responsible for the implementation and monitoring of this policy. In order to conduct an immediate investigation, any incident of Sexual Misconduct as defined by this policy must be reported as quickly as possible in confidence, as follows:

1. **Employees.** It is the duty of all Village employees to report any known or suspected incidents of Sexual Misconduct by Village employees, volunteers, officers or officials to their direct supervisor or to the Director of Human Resources. If the person to whom an employee is directed to report is the offending person, the report should be made to the next higher level of administration or supervision. In the event such Sexual Misconduct involves a minor, such incident must be reported in accordance with the Illinois mandatory reporting guidelines. The State of Illinois Child Abuse Hotline number is 1-800-252-2873. Please refer to the Illinois DCFS document entitled **Manual for Mandatory Reporting** at [www.state.il.us/DCFS/docs/Mandated2002.pdf](http://www.state.il.us/DCFS/docs/Mandated2002.pdf) for further details on the law as it pertains to mandatory reporting.
2. **Volunteers.** All volunteers who have contact with arrestees, detainees, or minors, shall be advised of the contents of this Sexual Misconduct policy. All volunteers whose contact with minors may be unsupervised shall be notified of the Illinois mandatory reporting guidelines, and instructed to report any known or suspected incidents of Sexual Misconduct by Village employees, volunteers, officers or officials to the designated Child Abuse Counselor.

## **INVESTIGATION AND CONFIDENTIALITY**

All formal complaints will be given a full, impartial and timely investigation. During such investigation, while every effort will be made to protect the privacy rights of all parties, confidentiality cannot be guaranteed. Complaints against law enforcement officers should be handled in accordance with the Uniform Peace Officers Disciplinary Act, 50 ILCS 725/1, *et seq.* Investigations will be conducted in accordance with any applicable state and federal laws and collective bargaining agreements.

Any case of known or suspected child abuse must be reported immediately in compliance with Illinois mandatory reporting guidelines and to the designated Child Abuse Counselor or the State's Attorney's Office. The Illinois Child Abuse Hotline 1-800-252-2873 is available and staffed at all times. The designated Child Abuse Counselor shall immediately notify the child's parent or legal guardian (unless the suspected abuser is the child's parent or legal guardian), and

the appropriate legal authorities as required by law. The designated Child Abuse Counselor shall document his or her investigation and immediately follow-up to investigate the incident and ascertain the condition of the child. The designated Child Abuse Counselor is encouraged to communicate any questions or concerns about any incident with legal counsel for the Village.

During the investigation of a formal complaint, the Village will take all necessary steps to prevent any further Sexual Misconduct from occurring. The accused employee, volunteer, officer or official shall be immediately relieved of responsibilities that involve interaction with the accused, and, depending on the nature of the allegations, be relieved of responsibilities that involve interaction with other arrestees, detainees, or minors, or shall be suspended. Reinstatement of employees, volunteers, officers or officials involved in a reported incident of Sexual Misconduct shall occur only after all allegations have been cleared by investigation.

## **DISCIPLINE**

Any Village employee, volunteer, officer or official who is determined, after an investigation, to have engaged in Sexual Misconduct in violation of this policy will be subject to disciplinary action up to and including discharge.

False accusations regarding Sexual Misconduct will not be tolerated, and any Village employee, volunteer, officer or official knowingly making a false accusation will likewise be subject to disciplinary action up to and including discharge.

The Village will discipline any Village employee, volunteer, officer or official who retaliates against any person who reports alleged Sexual Misconduct or who retaliates against any person who testifies, assists, or participates in an investigation, a proceeding or a hearing related to a Sexual Misconduct complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

## **MAINTENANCE OF RECORDS AND DOCUMENTS**

The designated Child Abuse Counselor shall maintain all records and documentation required by law or otherwise required by this and other policies of the Village including all documents related to procedures for hiring/screening, employee/volunteer code of conduct, training, sign-in/sign-out, pick-up and release procedures, incident reporting follow-up and disciplinary action.

The undersigned hereby acknowledges that he or she has read this Sexual Misconduct Policy, understands the contents thereof, and agrees to abide by all terms set forth in the Policy.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



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

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**ORDINANCE**

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

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**AN ORDINANCE AMENDING THE VILLAGE OF FRANKLIN PARK  
ZONING MAP FOR THE PROPERTIES LOCATED AT 10745 GRAND  
AVENUE AND 2818 LANDEN DRIVE (ZBA: 11-16)**

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

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

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**Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 02/06/12**  
**Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131**

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

**AN ORDINANCE AMENDING THE VILLAGE OF FRANKLIN PARK  
ZONING MAP FOR THE PROPERTIES LOCATED AT 10745 GRAND  
AVENUE AND 2818 LANDEN DRIVE (ZBA: 11-16)**

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

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

**WHEREAS**, a zoning map amendment application, ZBA 11-16, has been submitted by Guy Filippelli, Sr. ("*Applicant*") requesting the reclassification and rezoning of two properties: specifically, 10745 Grand Avenue, Franklin Park, Illinois, and legally described on Exhibit A, from the R-1 Single Family Residential District to C-2-1 Community Shopping District, and 2818 Landen Drive, Franklin Park, Illinois, and legally described on Exhibit B, from R-1 Single Family Residential District to R-2 Single Family Residence District ("*Proposed Map Amendments*"); and

**WHEREAS**, the Zoning Board of Appeals held a public hearing on December 14, 2011 on whether the Proposed Map Amendments should be approved, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, a public notice in the form required by law was given of said December 14, 2011 public hearing date by publication not more than thirty (30) days nor less than fifteen (15)

days prior to said public hearing date in the Franklin Park Herald-Journal, a newspaper of general circulation published in this Village; and

**WHEREAS**, the Zoning Board of Appeals has filed its findings of fact and recommendations that the Proposed Map Amendments be granted, and the Corporate Authorities have duly considered said findings of fact and recommendations; and

**WHEREAS**, the Corporate Authorities have determined, in the best interest of the health, safety and welfare of the residents of the Village, to amend the Village of Franklin Park Zoning Map as requested.

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

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

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

**Section 3.** The Corporate Authorities find and determine that the adoption of the Proposed Map Amendments are in the public interest, and is in furtherance of the progressive demands of orderly Village development.

**Section 4.** Pursuant to the findings set forth in Section 2 and 3 hereof, the President and the Board of Trustees hereby amend the Village of Franklin Park Zoning Map, which is attached to and forms a part of the Franklin Park Zoning Ordinance in 1974 (Ord. 7475 Z10), as amended, by rezoning (i) 10745 Grand Avenue, as legally described in Exhibit A, from the R-1 Single-Family

Residence District to the C-2-1 Community Shopping District, and (ii) 2818 Landen Drive, as legally described on Exhibit B, from the R-1 Single-Family Residence District to the R-2 Single-Family Residence District.

**Section 5.** All sections of the Franklin Park Zoning Ordinance not addressed in this Ordinance or another amending ordinance shall remain in full force and effect.

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

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

**Section 8.** That this ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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

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

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

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BARRETT F. PEDERSEN  
VILLAGE PRESIDENT

ATTEST:

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TOMMY THOMSON  
VILLAGE CLERK

Exhibit A

*10745 Grand Avenue*

*Legal Description*

THE WEST 330 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF GRAND AVENUE EXCEPT THE WEST 233 FEET AND EXCEPT THE SOUTH 360 FEET AND EXCEPT THE STREET AND EXCEPT THAT PART OF GRAND AVENUE AS WIDENED, ALL IN COOK COUNTY, ILLINOIS.

PIN: 12-29-204-017-0000

Exhibit B

*2818 Landen Drive*

*Legal Description*

THE NORTH 50 FEET OF THE SOUTH 360 FEET OF THE EAST 165 FEET OF THE WEST 330 FEET FO THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12-29-204-045-0000

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

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**ORDINANCE**

NUMBER 1112-Z- \_\_

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**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A AUTOMOBILE  
ACCESSORY STORE USE IN THE C-2-1 COMMUNITY SHOPPING DISTRICT  
(ZBA 11-17: 10745 GRAND AVENUE)**

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

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



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

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A AUTOMOBILE ACCESSORY STORE USE IN THE C-2-1 COMMUNITY SHOPPING DISTRICT (ZBA 11-17: 10745 GRAND AVENUE)**

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

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

**WHEREAS**, a conditional use application, ZBA 11-17, has been submitted to the Village by Guy Filippelli, Sr. (the “*Applicant*”) to allow within the C-2-1 Community Shopping District the operation of an Automobile Accessory Store use (the “*Proposed Conditional Use*”) on the property commonly known as 10745 Grand Avenue, Franklin Park, Illinois (the “*Property*”); and

**WHEREAS**, the Zoning Board of Appeals held a public hearing on December 14, 2011 on whether the Proposed Conditional Use should be approved, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, a public notice in the form required by law was given of said December 14, 2011 public hearing date by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing date in the Franklin Park Herald-Journal, a newspaper of general circulation published in this Village; and

**WHEREAS**, the Zoning Board of Appeals has filed its findings of fact and recommendations that the Proposed Conditional Use be granted, and the Corporate Authorities have duly considered said findings of fact and recommendations; and

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

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

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

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

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

1. The establishment, maintenance or operation of the Proposed Conditional Use, subject to the conditions set forth herein, will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. The Proposed Conditional Use, subject to the conditions set forth herein, will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. The Proposed Conditional Use, subject to the conditions set forth herein, will not impede the normal and orderly development of the surrounding property for uses permitted in the C-2-1 Community Shopping District;

4. The Proposed Conditional Use will not affect the exterior architectural appeal and functional plan of structures already constructed as to cause a substantial depreciation in property values within the neighborhood as the proposed plans will be an improvement upon the existing structure;
5. Adequate utilities, access roads, drainage and necessary facilities for the Proposed Conditional Use are already in place at the Property;
6. Ingress and egress for the Proposed Conditional Use, subject to the conditions set forth herein, shall minimally affect traffic congestion in the public streets; and
7. The Proposed Conditional Use shall, in all other respects, conform to the applicable regulations of the C-2-1 Community Shopping District.

**Section 4.** A Conditional Use, subject to the conditions set forth below, is hereby granted and issued for the operation of an Automobile Accessory Store use in the C-2-1 Community Shopping District located at 10745 Grand Avenue, Franklin Park, Illinois, and legally described as follows:

THE WEST 330 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF GRAND AVENUE EXCEPT THE WEST 233 FEET AND EXCEPT THE SOUTH 360 FEET AND EXCEPT THE STREET AND EXCEPT THAT PART OF GRAND AVENUE AS WIDENED, ALL IN COOK COUNTY, ILLINOIS.

PIN: 12-29-204-017-0000

These conditional use permits are subject to the following conditions:

1. That the Property be utilized essentially in accord with the submitted plat of annexation;
2. That all operations take place within the confines of the building on the Property;
3. That all vehicles waiting for repair or in partial disrepair be stored within the confines of the building on the Property, storage of vehicles in disrepair shall be strictly prohibited;

4. That any and all vehicle parts be stored within the confines of the building on the Property;
5. That all employee vehicles be parked on the Property;
6. That the use of the Property complies with all other codes and ordinances of the Village of Franklin Park;
7. That this conditional use shall be limited to Guy Filippelli, Sr. and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Franklin Park Zoning Ordinance; and
8. This Ordinance shall be signed by the Applicant and owner of record to signify their agreement to the terms hereof.

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

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

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

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

*(Intentionally Left Blank)*

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

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

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

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

ATTEST:

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

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

\_\_\_\_\_  
Guy Filippelli, Sr.

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