

**VILLAGE OF FRANKLIN PARK
VOUCHER AND PAYMENT SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
01/07/13**

Payroll Ending	12/14/12	12/29/12	
Village Portion of Social Security	7,892.19	8,060.76	
Village Portion of Medicare	5,133.41	5,326.01	
Prior Month Village Portion of IMRF	48,029.90		
Gross Payroll	397,523.02	411,304.74	
Special Payrolls			
Total Payroll Expense	458,578.52	\$ 424,691.51	\$ 883,270.03
Manual Checks & Wires			
Manual Checks	20,682.60		
IEPA	95,580.69		
US BANK (MARION BODY WORKS)	347,585.00		
Total Manual Checks & Wires			\$463,848.29
ACH Debits			
Health Insurance Premium	188,834.63		
Other			
Total ACH Debits			\$188,834.63
Total Voucher	2,157,251.48		\$2,157,251.48
Grand Total Payments			\$3,693,204.43

Accounts Payable Computer Check Proof List

User: tgols
Printed: 01/03/2013 - 12:05 PM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0787 SI-12988	1-800 Board Up SERVICES RENDERED 9401 GRAND AVE Check Total:	381.00 381.00	01/11/2013	Check Sequence: 1 10-13-53000	ACH Enabled: No
Vendor:3443 559196 559453	1st AYD Corporation SILICONE SEALANT, RUBBER UNDERCOATER 24 SQUEEGEES, DUSTLESS HANDLE, TOWELS, BAGS Check Total:	440.61 798.25 1,238.86	01/11/2013 01/11/2013	Check Sequence: 2 08-01-89115 10-90-62590	ACH Enabled: No
Vendor:0951 12142012	A TO Z WINDOWS & DOORS INC. FURNISH/COVER UP 3 WINDOW OPENINGS Check Total:	578.00 578.00	01/11/2013	Check Sequence: 3 10-13-52600	ACH Enabled: No
Vendor:0719 12032012	A-1 FENCE, INC. FURNISHED/INSTALL DOUBLE BARRIER GATE Check Total:	1,935.00 1,935.00	01/11/2013	Check Sequence: 4 42-01-59100	ACH Enabled: No
Vendor:1259 51773/1 52726/1 52888/1 52988/1	Ace Hardware SEALNT (2), SEALER, CLEANER CM FILTER, KICKDOWN DOOR, ALUM NOZZLE 2 STEEL WOOL, TAPE (4), TOOLS, BRUSH SPRAYPAINT (3) Check Total:	23.16 42.46 44.39 12.97 122.98	01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 5 10-30-62060 10-30-62060 10-30-62060 10-30-62060	ACH Enabled: No
Vendor:1260 52703/1 52744/1 52830/1 52830/1A 52833/1	Ace Hardware MOTOR OIL, STICK FLAG (2 EACH) KEROSENE (4), ROPE (29) UTILITY LIGHTER 2PK HEATERS, CAN, TAPES, PUMP, HAMMER BRUSH SCRUB IRON HANDLE, POWER BRUSH (3)	15.96 122.37 7.99 165.48 9.97	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 6 34-01-62590 34-01-62590 34-01-62850 10-90-62600 34-01-62590	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
52845/1	MOUSE BAIT, SPONGE, SPRAYER, DEODORIZER4	46.42	01/11/2013	34-01-62590	
52913/1	MIRROR HOLDER (3), TROWL (4)	46.42	01/11/2013	34-01-62590	
52947/1	CLAMP, TUBING, TAPE (2)	18.96	01/11/2013	34-01-62590	
52973/1	BOW SAW BLADES, HUNTER AXE, PICK,SAW	87.95	01/11/2013	10-90-62600	
53037/1	PORTABLE GENERATORS (2)	1,412.98	01/11/2013	34-01-62860	
	Check Total:	1,934.50			
Vendor:1263 53239/1	Ace Hardware TOWELS	31.40	01/11/2013	Check Sequence: 7 10-13-52600	ACH Enabled: No
	Check Total:	31.40			
Vendor:1264 52503/1 52521/1 52563/1 52625/1 53155/1	Ace Hardware EXTENSION CORD (7), SILVER ICICLES (26) NS WRAP, GIFT WRAP, CHRISTMAS WRAP PIPE END EXTENSION CORD (2) SLEDGE HAMMER HANDLE	88.17 8.70 2.49 102.98 9.99	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 8 10-61-69580 10-61-69580 10-90-62590 10-90-62590 08-01-89115	ACH Enabled: No
	Check Total:	212.33			
Vendor:3364 1245111-12-2012	ADP Screening & Selection MNTHL Y SCREENING SRVCS DEC 2012	25.46	01/11/2013	Check Sequence: 9 10-60-59000	ACH Enabled: No
	Check Total:	25.46			
Vendor:4624 12282012	ADVANCED COMMUNICATIONS NEW PD STATION	4,506.57	01/11/2013	Check Sequence: 10 54-01-54000	ACH Enabled: No
	Check Total:	4,506.57			
Vendor:3159 93551	AEC FIRE-SAFETY & SECURITY DUST CAPS FOR HOLMATRO HOSES (2)	115.25	01/11/2013	Check Sequence: 11 08-01-50030	ACH Enabled: No
	Check Total:	115.25			
Vendor:4590 3000221375DEC12 3000221432DEC12 3000221443NOV12 3000221476DEC12 3000221500DEC12	AEP Energy 5228412016 9300 BELMONT 11/14-12/14 2012 0473120026 8 COUNTYLINE ROAD 11/7-12/7 3291125046 9320 BELMONT AVE 11/14-12/14 5228689026 9229 GRAND 11/13-12/14 2012 1513111004 9540 ADDISON 11/14-12/14 2012	871.01 1,203.00 931.85 173.83 8.95	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 12 10-50-62330 34-01-62800 34-01-62800 35-01-62800 10-50-62330	ACH Enabled: No
	Check Total:	3,188.64			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3097 JC2012-1049 JC2012-1081	AFTERMATH BIOHAZARD MANAGEMENT BIO HAZARDOUS CLEANING CELL #3 BIO HAZARDOUS INTERVIEW RM249 Check Total:	155.00 155.00 310.00	01/11/2013 01/11/2013	Check Sequence: 13 10-20-52600 10-20-52600	ACH Enabled: No
Vendor:3050 84406 84585	Air One Equipment, Inc. ECLIPSE KANGAROO GLOVE (12) BREATHING AIR QUALITY TEST, COMPRESSOR Check Total:	826.00 579.00 1,405.00	01/11/2013 01/11/2013	Check Sequence: 14 10-30-62180 10-30-62120	ACH Enabled: No
Vendor:3576 9905264878 9905719493	AIRGAS NORTH CENTRAL CYLINDER RENTAL (62) CYLINDER RENTAL (30 DAYS RENTAL) Check Total:	44.75 43.50 88.25	01/11/2013 01/11/2013	Check Sequence: 15 34-01-62070 34-01-62860	ACH Enabled: No
Vendor:0149 547395 548405	Al Piemonte Ford Sales, Inc. WINDOW REGULATOR FOR 238 BEZEL FOR 235 Check Total:	56.09 44.52 100.61	01/11/2013 01/11/2013	Check Sequence: 16 08-01-50090 08-01-50090	ACH Enabled: No
Vendor:4690 12282012	ALBIN CARLSON NEW PD STATION Check Total:	32,360.00 32,360.00	01/11/2013	Check Sequence: 17 54-01-54000	ACH Enabled: No
Vendor:0013 172304	ALLIED ASPHALT PAVING CO. SURFACE HOTPATCHING (4.17 TONS) Check Total:	218.93 218.93	01/11/2013	Check Sequence: 18 10-90-82781	ACH Enabled: No
Vendor:4552 0551-009807851 0551-009807852	ALLIED WASTE SERVICES 3009 BRIGHT 12/1-12/31/2012 3010 HOUSTON 12/1-12/31/2012 Check Total:	71.92 71.92 143.84	01/11/2013 01/11/2013	Check Sequence: 19 09-01-64000 09-01-64000	ACH Enabled: No
Vendor:1943 12282012	ALUMITAL CORP NEW PD STATION Check Total:	28,440.00 28,440.00	01/11/2013	Check Sequence: 20 54-01-54000	ACH Enabled: No
Vendor:2017 163707	AMERICANEAGLE.COM MONTHLY HOSTING FEE, IDEV TECHNOLOGY	275.00	01/11/2013	Check Sequence: 21 10-02-54300	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	275.00			
Vendor:4305 6056	Animal Welfare League STRAY DOGS/STRAY CATS (3) Check Total:	76.50 76.50	01/11/2013	Check Sequence: 22 10-20-60625	ACH Enabled: No
Vendor:5347 701-7895619 701-7895620 701-7904296 701-7904297 701-7912612 701-7912613	ARAMARK UNIFORM SERVICES RUBBER MATS AND SCRAPERS (7) RUBBER MATS AND SCRAPERS (9) STATION MATS 12/18/2012 RUBBER MATS AND SCRAPERS (9) STATION MATS 12/25/2012 RUBBER MATS AND SCRAPERS,DEC25,12 Check Total:	71.07 94.52 71.07 94.52 71.07 94.52 496.77	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 23 10-20-52600 10-13-52600 10-20-52600 10-13-52600 10-20-52600 10-13-52600	ACH Enabled: No
Vendor:4447 SB734604	AT&T GLOBAL SERVICES, INC. PD PHONE MAINT 12-25-12-1-24-13 Check Total:	726.68 726.68	01/11/2013	Check Sequence: 24 10-02-51200	ACH Enabled: No
Vendor:0717 850021744-12/12	AT&T LONG DISTANCE 11/20-12/6 MONTHLY LONG DISTANCE Check Total:	328.59 328.59	01/11/2013	Check Sequence: 25 10-02-51200	ACH Enabled: No
Vendor:2615 11489	AWESOME PEST SERVICE INC. EXTERMINATING SERVICES DECEMBER 2012 Check Total:	510.00 510.00	01/11/2013	Check Sequence: 26 10-60-62460	ACH Enabled: No
Vendor:1171 36265	B & F Technical Code Services SPRINKLER PLAN REVIEW 9333 GRAND AVE Check Total:	100.00 100.00	01/11/2013	Check Sequence: 27 10-13-52930	ACH Enabled: No
Vendor:0469 36556 36557	B. HANEY & SONS PARKWAY TREES (25) PARKWAY TREES (55) Check Total:	605.00 1,733.85 2,338.85	01/11/2013 01/11/2013	Check Sequence: 28 10-90-62600 10-90-62600	ACH Enabled: No
Vendor:1764 1160 1160A	BIUNDO LANDSCAPING GRASS CUTTING FORECLOSED/VACANT HOMES GRASS CUTTING 10500 GRAND	964.00 150.00	01/11/2013 01/11/2013	Check Sequence: 29 10-13-53000 43-01-59000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,114.00			
Vendor:1219 60131	BRICK CREATIONS & LANDSCAPING FIX APRON AT 3416 LOUIS- WATER LEAK Check Total:	672.00 672.00	01/11/2013	Check Sequence: 30 34-01-62860	ACH Enabled: No
Vendor:1294 08149229.00	Brownells, Inc. GUN LUBRICATING SOLUTION Check Total:	77.84 77.84	01/11/2013	Check Sequence: 31 10-20-60610	ACH Enabled: No
Vendor:0347 64386	Builders Chicago Corporation ROLLERS BROKEN OFF OVERHEAD DOOR Check Total:	361.00 361.00	01/11/2013	Check Sequence: 32 10-13-52600	ACH Enabled: No
Vendor:1771 2493-00096 12B 2493-00096 12A 2493-00096 2012	CAPITAL ONE PUBLIC GEN OBL DEBT CERT SER 2012 2493-00096 GEN OBL DEBT CERT SER 2012 2493-00096 GEN OBL DEBT CERT SER 2012 2493-00096 Check Total:	19,718.71 31,290.17 8,029.18 59,038.06	01/11/2013 01/11/2013 01/11/2013	Check Sequence: 33 10-20-80350 10-30-80300 10-90-80300	ACH Enabled: No
Vendor:4799 12996	Car Reflections REPLACE GRAPHICS FROM CRASH OF 881 Check Total:	325.00 325.00	01/11/2013	Check Sequence: 34 08-01-50020	ACH Enabled: No
Vendor:3236 138310 2046-137716 2046-137717 2046-137718 2046-137723 2046-137725 2046-137747 2046-137805 2046-137834 2046-137916 2046-137922 2046-138000 2046-138018 2046-138060 2046-138128	CARQUEST ATTN: LARRY HOSE FITTINGS FOR #209 BRAKE ROTOR (4), BRAKE PAD CERAMIC 879 OIL FILTERS (2) FOR 895,896 ANTIFREEZE FOR SWEEPER 1 (2) BRAKE PAD CERAMIC FOR 895 REAR BRAKE PADS FOR 895 SPARK PLUG AUTO BATTERY FOR 311 BRAKE PAD CERAMIC FOR 873 MICRO BELT, SENSOR FOR JEEP (1505) REMAN ALTERNATOR FOR 490 EXHAUST GASKETS FOR 65 (4) EXHAUST CLAMPS FOR 224 (4) EXHAUST FLEX TUBE (10) FOR 224 BRAKE LINE FLARING TOOL KIT	5.99 297.18 14.22 20.44 51.72 54.72 2.33 102.48 57.22 69.29 200.95 15.96 37.50 47.20 541.24	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 35 08-01-50034 08-01-50020 08-01-50020 08-01-50009 08-01-50020 08-01-50020 10-90-62780 08-01-50013 08-01-50020 08-01-50020 08-01-50030 08-01-50060 08-01-50090 08-01-50090 08-01-89115	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2046-138151	BATTERY FOR 870	117.38	01/11/2013	08-01-50020	
2046-138186	BRAKE PAD SEMI MET FOR 214	49.90	01/11/2013	08-01-50034	
2046-138192	BRAKE PAD SEMI MET FOR 214	51.36	01/11/2013	08-01-50034	
2046-138205	VOLT EURO FOR 870	-117.38	01/11/2013	08-01-50020	
2046-138242	BRAKE ROTOR, BRAKE PAD CERAMIC FOR 871	178.52	01/11/2013	08-01-50020	
	Check Total:	1,798.22			
Vendor:1895 T967497	CDW Government, Inc. MEMORY- NEW SPRINGBROOK SERVER	376.99	01/11/2013	Check Sequence: 36 10-02-80000	ACH Enabled: No
	Check Total:	376.99			
Vendor:1823 12282012	CERAMI CONSTRUCTION CO LTD NEW PD STATION	68,328.00	01/11/2013	Check Sequence: 37 54-01-54000	ACH Enabled: No
	Check Total:	68,328.00			
Vendor:1093 8386950	CHEAPER THAN DIRT AMMUNITION	6,646.95	01/11/2013	Check Sequence: 38 10-20-60610	ACH Enabled: No
	Check Total:	6,646.95			
Vendor:4255 16073918	Chicago International Trucks TURN SWITCH FOR 208	148.25	01/11/2013	Check Sequence: 39 08-01-50090	ACH Enabled: No
	Check Total:	148.25			
Vendor:2929 00025985001Q113	CHICAGO TRIBUNE 13 WEEK DAILY SUBSCRIPTION 9500 BELMONT	112.50	01/11/2013	Check Sequence: 40 10-01-51700	ACH Enabled: No
	Check Total:	112.50			
Vendor:1420 411564 411565 411566 411567 411724 411726	CLARK DIETZ, INC. REEVES/PEARL WATERMAIN SEPT 2012 REEVES CT/ PEARL ST REHAB SEPT 12 CULLERTON DR SSA PRELIM ENGINEER SEP 12 WMRA SSA PRELIM ENGINEERING SEP 12 REEVES CT/ PEARL ST REHAB OCT 2012 WMRA SSA PRELIM ENGINEERING OCT 12	7,821.12 21,893.48 920.00 910.00 25,382.67 2,832.49	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 41 10-90-82800 34-01-82800 10-90-82800 10-90-82800 35-01-82800 10-90-82800	ACH Enabled: No
	Check Total:	59,759.76			
Vendor:3644 DEC/JAN 2012 DECEMBER 2012	COMCAST CABLE 9501 BELMONTSTREET DEPT 12/4-1/3 9545 BELMONT CABLE12/16-1/15 2012	8.38 4.20	01/11/2013 01/11/2013	Check Sequence: 42 10-90-54000 10-02-51200	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	12.58			
Vendor:5257	COMED			Check Sequence: 43	ACH Enabled: No
1513111004NOV12	1513111004 9540 ADDISON 11/14-12/14 2012	20.99	01/11/2013	10-50-62330	
5396076006DEC12	5396076006 3200 SARAH STREET 11/14-12/14	398.64	01/11/2013	10-50-62330	
5903506002DEC12	5903506002 2599 SCOTT 11/8-12/7 2012	199.25	01/11/2013	10-50-62330	
	Check Total:	618.88			
Vendor:5609	CONSTELLATION			Check Sequence: 44	ACH Enabled: No
0008209871-0001	0046077025 2713 SCOTT 11/1-12/2	6,694.73	01/11/2013	34-01-62800	
0008209872-0001	0080020006 2713 SCOTT 10/10-11/6	249.45	01/11/2013	34-01-62800	
0008310974-0001	0474092012 2713 SCOTT 11/9-12/10 2012	4.68	01/11/2013	10-50-62330	
0008315858-0001	11/7-12/9 0 N BELMONT 1018100065	432.57	01/11/2013	10-50-62330	
000831589-0001	11/7-12/9 3900 MANNHEIM 3893073029	16.58	01/11/2013	10-50-62330	
	Check Total:	7,398.01			
Vendor:2254	CRITICAL REACH			Check Sequence: 45	ACH Enabled: No
13-184	ANNUAL FEE	395.00	01/11/2013	10-20-60560	
	Check Total:	395.00			
Vendor:1464	D & P CONSTRUCTION			Check Sequence: 46	ACH Enabled: No
0000137758	SWITCHES FOR GARBAGE/LEAVES (3)	990.00	01/11/2013	09-01-64000	
090133	STREET SWEEPINGS	356.00	01/11/2013	09-01-64000	
	Check Total:	1,346.00			
Vendor:2556	DEL GALDO LAW GROUP LLC			Check Sequence: 47	ACH Enabled: No
13564	COGLIANESE V VOFP CASE 2012 L 009084	405.33	01/11/2013	10-72-62557	
13565	DIMITROV V VOFP CASE 2012 L 008233	1,755.24	01/11/2013	10-72-62557	
	Check Total:	2,160.57			
Vendor:5459	DELUXE FOR BUSINESS			Check Sequence: 48	ACH Enabled: No
2026195446	PAYROLL CHECKS (1000)	226.65	01/11/2013	10-01-51800	
	Check Total:	226.65			
Vendor:5503	DISCOVERY BENEFITS			Check Sequence: 49	ACH Enabled: No
0000351547	MONTHLY PARTICIPNT/DEBIT CARD FEE DEC 12	300.00	01/11/2013	10-01-40999	
	Check Total:	300.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1755 22506 22537	E HOFFMAN INC DIRT MIX HAULED OUT (49.72 TONS) DIRT MIX HAULED OUT (46.24 LOADS) Check Total:	3,214.96 5,066.07 8,281.03	01/11/2013 01/11/2013	Check Sequence: 50 35-01-63070 10-90-62600	ACH Enabled: No
Vendor:8255 53919	EJ EQUIPMENT VALVE FOR WATER CLEANOUT AT PUMP Check Total:	120.93 120.93	01/11/2013	Check Sequence: 51 08-01-50035	ACH Enabled: No
Vendor:3829 1785	ELECTRICAL SYSTEMS, INC. WIN 911 SOFTWARE Check Total:	4,830.00 4,830.00	01/11/2013	Check Sequence: 52 34-01-82980	ACH Enabled: No
Vendor:1825 11-0104.01-17	FGM/SRBL ARCHITECTS PROF SVCS NOV 2012 NEW POLICE STATION Check Total:	28,918.85 28,918.85	01/11/2013	Check Sequence: 53 54-01-50000	ACH Enabled: No
Vendor:2691 12282012	FIRE CONTROL NEW PD STATION Check Total:	22,476.60 22,476.60	01/11/2013	Check Sequence: 54 54-01-54000	ACH Enabled: No
Vendor:0081 10162 10166 10172 10178	FRANKLIN PARK PLUMBING CO BACKFLOW SPECIALISTS 11/19-11/23 BACKFLOW SPECIALISTS 11/26-11/30 CERTIFIED BACKFLOW SPECIALISTS 12/3-12/7 CERTIFIED BACKFLOW 12/10-12/14 40HRS Check Total:	3,000.00 5,000.00 5,000.00 5,000.00 18,000.00	01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 55 34-01-62865 34-01-62865 34-01-62865 34-01-62865	ACH Enabled: No
Vendor:3651 12282012	G.C. MASONRY NEW PD STATION Check Total:	111,600.00 111,600.00	01/11/2013	Check Sequence: 56 54-01-54000	ACH Enabled: No
Vendor:3510 PINV525639 PINV526095 PINV527453 PINV530953 PINV532201 PINV532396	GARVEY'S OFFICE PRODUCTS INK CARTRIDGE (10), PEN (12) TONER (8) STAPLER, TONER (2), TAPE, PENS (12) TYLENOL, BINDERS (5) BATTERY (6), PEN (24), BATTERIES, 13 BK BOOK	187.24 411.74 264.35 33.40 501.26 10.29	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 57 10-01-50400 10-01-50400 10-01-50400 10-01-50400 10-90-62680 10-01-50400	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,408.28			
Vendor:3767 AG31630 AG31654	Global Emergency Products VALVE SEAT HEIGHT ADJ. SLIDE REGULATOR Check Total:	76.52 60.46 136.98	01/11/2013 01/11/2013	Check Sequence: 58 08-01-50030 08-01-50030	ACH Enabled: No
Vendor:4516 1212361	GONZALEZ & ASSOCIATES, P.C. SERVICES RENDERED NOVEMBER 2012 Check Total:	9,750.00 9,750.00	01/11/2013	Check Sequence: 59 10-33-52400	ACH Enabled: No
Vendor:5200 9008913452 9020049236	GRAINGER TOILET SEAT GLOVES (6), RESPRTOR (2),SWEEP COMPOUNDS Check Total:	29.61 492.55 522.16	01/11/2013 01/11/2013	Check Sequence: 60 10-90-62590 34-01-62590	ACH Enabled: No
Vendor:5604 438827-JAN2013 468861-JAN13	GUARDIAN DENTAL HMO JAN 2013 DENTAL PREMIUM- JANUARY 2013 Check Total:	768.97 9,500.28 10,269.25	01/11/2013 01/11/2013	Check Sequence: 61 10-52-62390 10-52-62390	ACH Enabled: No
Vendor:1555 20718 20778 20779 20785 20790 20791 20792 20793 20794 20795 20796 20797 20798 20799 20800 20804 20805 20806 20807	H & H ELECTRIC COMPANY TRAFFIC SIGNAL CONTRACT MAIN 10/16-11/15 TRAFFIC SIGNAL MAINT 25TH/FRANKLIN TRAFFIC SIGNAL MAINT 25TH/GRAND STREET LIGHT MAINT. VAR. LOCATIONS TRAFFIC SIGNAL MAINT. 25TH/GAGE STREET LIGHT MAINT- VET MEMORIAL BELMONT STREET LIGHT MNT- CABLE RMVL MEMORIAL PK STREET LIGHT MNT- OUTAGES VAR. LOCATIONS STREET LIGHT MAINT 25TH/GAGE STREET LIGHT MAINT BELMONT/HAWTHORNE STREET LIGHT/SIGNAL MAINT BELMONT/WOLF STREET LIGHT MAINT- VARIOUS LOCATIONS TRAFFIC SIGNAL MAINT FRANKLIN/25TH STREET LIGHT MAINT 25TH/FRANKLIN STREET LIGHT MAINT 25TH/FRANKLIN CONT. TRAFFIC SIGNAL MAINT. 25TH/FULLERTON STREET LIGHT OUTAGES VAR. LOCATIONS STREET LIGHT OUTAGES, VARIOUS LOCATIONS. STREET LIGHT MAINT. FRANKLIN/PEARL	1,140.00 2,644.07 3,251.71 346.45 731.00 236.87 502.80 865.40 912.24 1,220.60 1,219.98 1,453.83 2,315.11 1,963.80 607.62 784.45 1,176.81 1,330.20 365.68	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 62 10-90-62690 10-90-62600 10-90-62600 10-90-62600 10-90-62600 10-90-62600 10-90-62600 10-90-62600 10-90-62600 10-90-62600 10-90-62600 10-90-62600 10-90-62690 10-90-62690 10-90-62600 10-90-62690 10-90-62600 10-90-62600 10-90-62600	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
20808	STREET LIGHT MAINT, VARIOUS LOCATIONS	675.00	01/11/2013	10-90-62600	
20809	PUMP HOUSE, STREET LIGHT MAINT	952.87	01/11/2013	10-90-62600	
20835	STREET LIGHT MAINT, VAR. LOCATIONS	1,009.51	01/11/2013	10-90-62600	
20837	TRAFFIC SIGNAL MAINTENANCE BELMONT/EDG3	1,962.24	01/11/2013	10-90-62690	
20849	GRAND/EDGINGTON TRAFFIC SIGNAL MAINT	3,162.14	01/11/2013	10-90-62690	
	Check Total:	35,064.38			
Vendor:5409 5850941	HD SUPPLY WATERWORKS, LTD CLAMPS (8)	2,590.00	01/11/2013	Check Sequence: 63 34-01-62860	ACH Enabled: No
	Check Total:	2,590.00			
Vendor:4497 37297MB	HEALY ASPHALT CO. LLC COLDPATCHING (19.15 TONS)	2,471.20	01/11/2013	Check Sequence: 64 10-90-82781	ACH Enabled: No
	Check Total:	2,471.20			
Vendor:1860 RBC9478 RBC9526 RCB9108 RCB9153	IL COUNTIES RISK MANAGEMENT TR MNTHLY WRKMANS COMP PREM DOWNPYMT WORKMANS COMP PREM JAN2013 MONTHLY LIABILITY PREM DEC 12 DOWNPYMT MONTHLY LIABILITY PREM JAN2013	59,932.00 129,992.00 1,817.50 45,908.75	01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 65 10-32-62200 10-32-62200 10-32-62190 10-32-62190	ACH Enabled: No
	Check Total:	527,702.25			
Vendor:2545 1112013	IL. DEVELOPMENT COUNCIL MEMBERSHIP RENEWAL DUES-2013	250.00	01/11/2013	Check Sequence: 66 10-12-52100	ACH Enabled: No
	Check Total:	250.00			
Vendor:0598 32607	Image One Facility Solutions JANUARY JANITORIAL SERVICES VILLAGE HALL	825.00	01/11/2013	Check Sequence: 67 10-13-52600	ACH Enabled: No
	Check Total:	825.00			
Vendor:1534 168019	JKS VENTURES, INC. STONE (40 TONS)	670.00	01/11/2013	Check Sequence: 68 10-90-62660	ACH Enabled: No
	Check Total:	670.00			
Vendor:0041 42698	JOSEPH MCLOUGHLIN WINTER CLEAN-UP, MONTHLY MAINT NOV	1,050.00	01/11/2013	Check Sequence: 69 10-90-62600	ACH Enabled: No
	Check Total:	1,050.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3233 218615 218853	Just Tires REPAIR LOOSE FLAT TIRE FOR 872 TIRE FOR #871 Check Total:	138.95 158.45 297.40	01/11/2013 01/11/2013	Check Sequence: 70 08-01-50020 08-01-50020	ACH Enabled: No
Vendor:2664 12282012	KELLENBERGER ELECTRIC NEW PD STATION Check Total:	89,190.00 89,190.00	01/11/2013	Check Sequence: 71 54-01-54000	ACH Enabled: No
Vendor:1228 0167651-IN	Keller Heartt Co Inc ANTIFREEZE,OIL (55 EA) Check Total:	1,232.95 1,232.95	01/11/2013	Check Sequence: 72 08-01-89115	ACH Enabled: No
Vendor:3345 12192012	Russ Klug REIMBURSEMENT FOR BUSINESS 355-01 Check Total:	1,076.00 1,076.00	01/11/2013	Check Sequence: 73 10-20-52000	ACH Enabled: No
Vendor:0110 2875 2876 2878 2879 2880 2883	KRIETER CONCRETE CONST. FRANKLIN PARK POST OFFICE WTR SYSTM RPR 3845 CARNATION WATER SYSTEM REPAIR 10367 FRANKLIN WATER SYSTEM REPAIR WATER SYSTEM REPAIR COMMUTER PARKING LOT WATER SYSTEM REPAIR 10500 SEYMOUR SUNSET/GRAND WATER SYSTEM REPAIR Check Total:	1,440.00 5,300.00 2,965.00 1,045.00 2,280.00 2,810.00 19,240.00	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 74 34-01-62860 34-01-62860 34-01-62860 34-01-62860 34-01-62860 34-01-62860	ACH Enabled: No
Vendor:2772 12282012	L.J. MORSE NEW PD STATION Check Total:	59,706.00 59,706.00	01/11/2013	Check Sequence: 75 54-01-54000	ACH Enabled: No
Vendor:0937 30076	Lauterbach & Amen,Llp PROFESSIONAL SVCS NOV 2012 Check Total:	7,103.00 7,103.00	01/11/2013	Check Sequence: 76 10-01-67590	ACH Enabled: No
Vendor:1333 9301273993 9301278811 9301284383 9301313472	Lawson Products, Inc. TAPE, AEROSOL ODOR SPRAY SCREWS (100), BLADES (10),PAN, CAPS, ETC SCREWS (200) STAINLESS STEEL WASHERS (500)	156.15 210.43 187.60 192.87	01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 77 10-90-62680 08-01-89115 10-90-62590 10-90-62610	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
9301318619	STOP/TAIL/TURN LAMPS FOR PLOW TRUCKS Check Total:	184.20 931.25	01/11/2013	08-01-89115	
Vendor:2030 1085	LIFCO CONSTRUCTION REPAIRS TO WATER RESERVIORS BY GAZEBO Check Total:	49,000.00 49,000.00	01/11/2013	Check Sequence: 78 34-01-62860	ACH Enabled: No
Vendor:1439 21482682	LIGHT BULB DEPOT LIGHTING PRODUCTS, VILLAGE HALL Check Total:	88.25 88.25	01/11/2013	Check Sequence: 79 10-13-52600	ACH Enabled: No
Vendor:0318 2012-374	M&M Patio Stone Co. Inc. BLOCKS USED TO BUILD BINS Check Total:	1,991.00 1,991.00	01/11/2013	Check Sequence: 80 35-01-63070	ACH Enabled: No
Vendor:0131 12354 12553 12554	MENARDS - MELROSE PARK TWISTEE TIE 3, NATURAL TWINE, LIGHTS (12) LIGHTS (7) HANGERS (7), LIGHTS (5) Check Total:	305.11 18.76 137.94 461.81	01/11/2013 01/11/2013 01/11/2013	Check Sequence: 81 10-61-69580 10-61-69580 10-61-69580	ACH Enabled: No
Vendor:1973 12282012	METALMASTER/ROOFMASTER NEW PD STATION Check Total:	24,602.03 24,602.03	01/11/2013	Check Sequence: 82 54-01-54000	ACH Enabled: No
Vendor:8251 0000265239	Metropolitan Industries, Inc. BELMONT PUMPING STATION BOOSTER PUMP Check Total:	575.00 575.00	01/11/2013	Check Sequence: 83 34-01-62920	ACH Enabled: No
Vendor:2046 81437A 81555A 81555A-1	MID AMERICAN WATER INC. ROD (30), BENDS (4), COMP (6), BUF BOX RUBBER VALVE (6), EXTENSION BOX (10) RUBBER VALVE BOX, (9) PLUG LIDS (6) Check Total:	4,005.74 517.50 460.50 4,983.74	01/11/2013 01/11/2013 01/11/2013	Check Sequence: 84 34-01-62860 34-01-62860 34-01-62860	ACH Enabled: No
Vendor:2612 814-1 814-2	Midwest Water Group HALOGEN LIGHTING BALLOON HALOGEN LIGHTING BALLOON	1,285.00 1,285.00	01/11/2013 01/11/2013	Check Sequence: 85 34-01-82810 35-01-63070	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,570.00			
Vendor:4551 12282012	MQ Construction Company NEW PD STATION Check Total:	13,500.00 13,500.00	01/11/2013	Check Sequence: 86 54-01-54000	ACH Enabled: No
Vendor:1782 12-027	MTI Construction Services, LLC NEW PD CONSTRUCTION Check Total:	72,176.97 72,176.97	01/11/2013	Check Sequence: 87 54-01-54000	ACH Enabled: No
Vendor:1790 1092013	MUNICIPAL CLERKS NORTH&NW SUB. JANUARY DINNER MEETING, TOMMY ROBERTA Check Total:	50.00 50.00	01/11/2013	Check Sequence: 88 10-18-52000	ACH Enabled: No
Vendor:0129 158166	MURPHY'S CONTRACTORS EQUIP PUMP, HOSES (2) Check Total:	95.00 95.00	01/11/2013	Check Sequence: 89 34-01-62860	ACH Enabled: No
Vendor:3148 7568	Nationwide Environmental Servi FREE FLOW (100) CLEAR SEWER LINES Check Total:	1,097.96 1,097.96	01/11/2013	Check Sequence: 90 35-01-62880	ACH Enabled: No
Vendor:0296 767922 768037	NEENAH FOUNDRY COMPANY. GRATES (12) GRATES (3) Check Total:	720.00 420.00 1,140.00	01/11/2013 01/11/2013	Check Sequence: 91 35-01-63070 35-01-63070	ACH Enabled: No
Vendor:4013 163800	NEMRT 40 HR MANDATORY FIREARMS TRAINING PRG Check Total:	175.00 175.00	01/11/2013	Check Sequence: 92 10-20-52001	ACH Enabled: No
Vendor:4521 0884290000NOV12 1895206020NOV12 4567190000NOV12 5077190000NOV12 5567190000NOV12 8322680000NOV12 8787354372NOV12	NICOR 0884290000 10001 ADDISON 10/26-11/27 18-95-20-6020 9225 GRAND 10/24-11/26 45-67-19-0000 9535 BELMONT 10/25-11/26 50-77-19-0000 9300 BELMONT 10/25-11/26 55-67-19-0000 9501 BELMONT 10-25-11/26 83-22-68-0000 10900 KING 10/29-11/29 87-87-35-4372 9320 BELMONT 10/24-11/26	783.27 26.30 358.88 704.36 886.44 389.26 27.85	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 93 10-30-52450 35-01-52450 34-01-62940 34-01-62940 10-90-62940 35-01-52450 35-01-52450	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	3,176.36			
Vendor:2202 9918 9949	NORTHEASTERN IL. PUBLIC FIRE SERVICE LEADERSHIP LECTURE 9/28/12 FIRE APPARATUS ENGINEER 9/24-26, 10/1-3 Check Total:	225.00 450.00 675.00	01/11/2013 01/11/2013	Check Sequence: 94 10-30-52001 10-30-52001	ACH Enabled: No
Vendor:3227 11475-1 11475-10 11475-2 11475-3 11475-4 11475-5 11475-6 11475-7 11475-8 11475-9 11476	ODELSON & STERK, LTD FIREFIGHTERS UNION NEG. ZUREK V. VOFPP COMED EDC TEMASTERS TAX EXEMPTION ZUREK V. VOFPP ZONING ORDINANCES GENERAL 3010 N. MANNHEIM ROAD PROF SVCS NOV 12 Check Total:	495.00 233.60 82.50 412.50 82.50 313.75 1,345.00 2,392.50 3,547.50 17,373.75 2,265.00 28,543.60	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 95 10-30-64000 10-72-62557 10-72-62557 10-72-62557 10-72-62557 10-72-62557 10-72-62557 10-72-62557 10-72-62557 12-01-62557	ACH Enabled: No
Vendor:5530 44599	OVERHEAD, INC. TRANSMITTER (4) Check Total:	126.95 126.95	01/11/2013	Check Sequence: 96 10-90-62590	ACH Enabled: No
Vendor:2998 341435	P & G Keene Electrical REBUILD ALTERNATOR FOR 217 Check Total:	178.00 178.00	01/11/2013	Check Sequence: 97 08-01-50090	ACH Enabled: No
Vendor:3311 000013266	PARTS3 LLC OIL FILTER FOR 208 Check Total:	30.95 30.95	01/11/2013	Check Sequence: 98 08-01-50090	ACH Enabled: No
Vendor:0142 P80C0025912 P80C0026154	Patten Industries, Inc. ADHESIVE FOR WINDOW #267 OIL FILTER FOR CAT LOADER Check Total:	26.14 27.94 54.08	01/11/2013 01/11/2013	Check Sequence: 99 08-01-50090 08-01-50009	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0772 16168	Permidt Engineering Limited INSTALL 2 50 GAL HOT WATER TANKS-STAT.2 Check Total:	2,575.00 2,575.00	01/11/2013	Check Sequence: 100 10-13-52600	ACH Enabled: No
Vendor:3945 12132012	Pioneer Press FP HERALD SUBSCRIPTION Check Total:	18.00 18.00	01/11/2013	Check Sequence: 101 10-18-51700	ACH Enabled: No
Vendor:1322 16477 16479 16480 16481 16482 16484 16485	Pioneer Transmission Service REPLACE TRANSMISSION SOLENOID 471 TRANSMISSION SERVICE 203 TRANSMISSION SERVICE 206 TRANSMISSION SERVICE 204 TRANSMISSION SERVICE 229 TRANS SERVICE ON #205 TRANS SERVICE ON #228 Check Total:	877.83 390.88 390.88 390.88 390.88 390.88 390.88 3,223.11	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 102 08-01-50030 08-01-50090 08-01-50090 08-01-50090 08-01-50090 08-01-50090 08-01-50090	ACH Enabled: No
Vendor:1578 1842097-DC12	PITNEY BOWES GLOBAL FINANCIAL LEASING CHARGES 1/10-4/10 2013 Check Total:	1,098.00 1,098.00	01/11/2013	Check Sequence: 103 10-01-50930	ACH Enabled: No
Vendor:4183 B40234-IN	Pollardwater.com TREN-SHORE FLUID USED TO CLEAN SWR LINES Check Total:	322.82 322.82	01/11/2013	Check Sequence: 104 35-01-62880	ACH Enabled: No
Vendor:4167 073033	PRIME SCAFFOLD INC 10/19-11/26 SYSTEM STAIRTOWER USE Check Total:	1,630.00 1,630.00	01/11/2013	Check Sequence: 105 54-01-50000	ACH Enabled: No
Vendor:2872 72657-001	Reebie Storage SCALE USE Check Total:	12.00 12.00	01/11/2013	Check Sequence: 106 10-20-60330	ACH Enabled: No
Vendor:5509 22498371	RICOH AMERICAS CORP. 036-0022410-001 CLERK COPIER MONTHLY Check Total:	216.50 216.50	01/11/2013	Check Sequence: 107 10-02-80001	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0833 12282012	RILEY CONSTRUCTION CO NEW PD STATION Check Total:	50,073.21 50,073.21	01/11/2013	Check Sequence: 108 54-01-54000	ACH Enabled: No
Vendor:2081 1099-0104M	ROSENTHAL, MURPHY PD ISSUES NOV 2012- JONES Check Total:	337.50 337.50	01/11/2013	Check Sequence: 109 10-20-64000	ACH Enabled: No
Vendor:2419 1474142 1480930 1480942	Russo's Power Equipment CARBURETOR CHAIN PICCO MINI 1 GAL RAINX WIND FLUID (6) Check Total:	97.10 145.86 17.94 260.90	01/11/2013 01/11/2013 01/11/2013	Check Sequence: 110 34-01-62860 10-90-62780 10-90-62780	ACH Enabled: No
Vendor:0579 4175 88667 901254 901277 901278 901293 901300 901301 903202	Sam's Towing Service, Inc. FRONT TIRES FOR #203 MOVE CONTAINER (STORE BAGS WILL. RESVR) SET AIR GAP ON REAR WHEELS ON 211 REPLACE GOVERNER/DRYER ON 206 UPPER RAD. HOSE & STARTER CABLES 217 FRONT&REAR SHOCKS FOR #203 REAR BRAKE CANS FOR #204 MUFFLER FOR #203 AIR DRYER & GOV Check Total:	749.00 110.00 225.00 608.20 324.97 1,751.66 661.73 873.00 880.06 6,183.62	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 111 08-01-50090 35-01-63100 08-01-50035 08-01-50090 08-01-50090 08-01-50090 08-01-50090 08-01-50090 08-01-50090	ACH Enabled: No
Vendor:1899 6714587	Service Sanitation, Inc. PORTABLE RESTROOM Check Total:	152.10 152.10	01/11/2013	Check Sequence: 112 10-90-62590	ACH Enabled: No
Vendor:4565 S43507759272	Bryan Shelton COMMERCIAL DRIVERS LICENSE Check Total:	60.00 60.00	01/11/2013	Check Sequence: 113 10-90-52000	ACH Enabled: No
Vendor:1630 12282012	SHERMAN MECHANICAL NEW PD STATION Check Total:	159,750.00 159,750.00	01/11/2013	Check Sequence: 114 54-01-54000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3565 12282012	SHERMAN MECHANICAL- HVAC NEW PD STATION Check Total:	291,528.00 291,528.00	01/11/2013	Check Sequence: 115 54-01-54000	ACH Enabled: No
Vendor:3336 1-1 1-2 10-1 10-2 10-3	Smith Lasalle RESERVOIR REPAIRS ADDITIONAL CONCRETE REPAIRS PRJ MGR DT AND ENG TECH JT FOR DECEMBER PRJ MGR DT AND ENG TECH JT FOR DECEMBER PRJ MGR DT AND ENG TECH JT FOR DECEMBER Check Total:	19,606.25 4,950.00 2,673.00 2,677.00 2,673.60 32,579.85	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 116 34-01-62860 34-01-62860 34-01-82800 35-01-82800 10-90-82800	ACH Enabled: No
Vendor:0410 401709	SMITHAMUNDSEN LLC ZUREK, KEN V VOFP 06362-001 3020088 Check Total:	1,707.80 1,707.80	01/11/2013	Check Sequence: 117 10-72-62557	ACH Enabled: No
Vendor:0721 62789	Speed-O-Lite Printing Center PAYROLL VOUCHER FOLDERS (250) REVISED Check Total:	75.00 75.00	01/11/2013	Check Sequence: 118 10-01-51800	ACH Enabled: No
Vendor:3795 C79966 C80030	Standard Equipment Company SHUT OFF VALVE, MOTOR, BLOWER WHEEL SWP RESISTOR FOR SWEEPER 1 Check Total:	1400.14 35.25 435.39	01/11/2013 01/11/2013	Check Sequence: 119 08-01-50009 08-01-50009	ACH Enabled: No
Vendor:4315 96035032	State Chemical DISINFECTANT CLEANER Check Total:	200.69 200.69	01/11/2013	Check Sequence: 120 08-01-89115	ACH Enabled: No
Vendor:0340 59928 59929	Storino, Ramello & Durkin BELMONT-RIVER TIF DISTRICT PROF SVCS TIF REFUND LIABILITY PROF SVCS RENDERED Check Total:	794.10 1,908.31 2,702.41	01/11/2013 01/11/2013	Check Sequence: 121 13-01-62557 13-01-62557	ACH Enabled: No
Vendor:0182 23407 23815	Suburban Laboratories COLIFORM, PRESENCE-ABSENCE FOR IEPA (11) COLIFORM, PRESENCE-ABSENCE FOR IEPA (14) Check Total:	110.00 155.00 265.00	01/11/2013 01/11/2013	Check Sequence: 122 34-01-62850 34-01-62850	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0183 52310	SUBURBAN WELDING STEEL, LLC REPAIRS ON TRUCK 233 Check Total:	300.00 300.00	01/11/2013	Check Sequence: 123 10-90-50100	ACH Enabled: No
Vendor:5462 218110-DEC12 218110-JAN13	SUN LIFE & HEALTH INS. CO. MONTHLY DISABILITY DECEMBER 2012 MONTHLY DISABILITY JANUARY 2013 Check Total:	3,118.31 3,138.92 6,257.23	01/11/2013 01/11/2013	Check Sequence: 124 10-52-62370 10-52-62370	ACH Enabled: No
Vendor:0444 0000141288 0000141288B 0000141288C 0000141288D 0000141288E 0000141288F	SUN-TIMES MEDIA LEGALS AD439117 LEGALS AD449599 LEGALS AD449606 LEGALS AD449609 LEGALS AD449616 LEGALS AD449619 Check Total:	51.20 78.40 57.60 65.60 44.80 72.00 369.60	01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 125 10-12-53170 10-12-53170 10-12-53170 10-12-53170 10-12-53170 10-12-53170	ACH Enabled: No
Vendor:4670 12042012	SuperValu/Albertsons WATER (3), COFFEE (11) Check Total:	145.65 145.65	01/11/2013	Check Sequence: 126 10-01-59000	ACH Enabled: No
Vendor:4231 3803908 3854139 3879126	TELVENT DTN WEATHER SENTRY WEATHER SENTRY WEATHER SENTRY Check Total:	553.48 703.50 553.48 1,810.46	01/11/2013 01/11/2013 01/11/2013	Check Sequence: 127 10-90-62600 10-90-62600 10-90-62600	ACH Enabled: No
Vendor:3208 10818	Temple Display, Lts SNOWFLAKE SILHOUETTE (2), C-9 LAMPS 300 Check Total:	1,075.40 1,075.40	01/11/2013	Check Sequence: 128 10-90-62070	ACH Enabled: No
Vendor:3075 86246-00	Terminal Supply Company CIRCUIT BRAKERS FOR PLOW TRUCKS (4) Check Total:	117.84 117.84	01/11/2013	Check Sequence: 129 08-01-89115	ACH Enabled: No
Vendor:1505 112013	THE JORDAN GROUP DECEMBER PUBLIC AFFAIRS MKT, PR	5,042.00	01/11/2013	Check Sequence: 130 10-01-51885	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	5,042.00			
Vendor:5329 159749	THE SERVICE CENTER, LLC OXYGEN TANKS (5), HYDROGEN TEST (2) Check Total:	81.50 81.50	01/11/2013	Check Sequence: 131 10-30-62090	ACH Enabled: No
Vendor:5423 15279 15279B	THIRD MILLENNIUM UTILITY BILL RENDERING DECEMBER 2012 UTILITY BILL RENDERING DECEMBER 2012 Check Total:	527.42 979.50 1,506.92	01/11/2013 01/11/2013	Check Sequence: 132 35-01-62857 34-01-62857	ACH Enabled: No
Vendor:0190 79666	Thrift 'n Swift, Inc. ATTENDANCE CARDS Check Total:	59.55 59.55	01/11/2013	Check Sequence: 133 10-20-50400	ACH Enabled: No
Vendor:3020 J24098390101	TIGERDIRECT.COM CAMERA CANON POWERSHOT, WARRANTY Check Total:	107.51 107.51	01/11/2013	Check Sequence: 134 10-02-50700	ACH Enabled: No
Vendor:3694 100122 100293	Tire Town North TIRE DISPOSAL (14) 21 TIRE DISPOSALS Check Total:	42.00 63.00 105.00	01/11/2013 01/11/2013	Check Sequence: 135 09-01-64000 09-01-64000	ACH Enabled: No
Vendor:UB*00390	TOMCO DIE & KELLERING Refund check Check Total:	408.69 408.69	12/20/2012	Check Sequence: 136 34-00-20100	ACH Enabled: No
Vendor:2079 75475 75566 75567 75568	Traffic Control & Protection DATING STICKER (200), NO PARKING SIGN 30 PARKING SIGNS (20) SPEED LIMIT SIGNS (20) SIGNS (28) NO PARKING, SPEED LIMIT 20 Check Total:	1,689.80 693.75 975.00 897.00 4,255.55	01/11/2013 01/11/2013 01/11/2013 01/11/2013	Check Sequence: 137 10-90-62610 10-90-62610 10-90-62610 10-90-62610	ACH Enabled: No
Vendor:3599 134975	TSSI BALLISTIC SHIELDS	3,332.32	01/11/2013	Check Sequence: 138 10-20-60590	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	3,332.32			
Vendor:2990 912271	V3 Consultants Ltd of Illinois USEPA CLEANUP GRANT 8/26-9/29 Check Total:	1,110.00 1,110.00	01/11/2013	Check Sequence: 139 42-01-67590	ACH Enabled: No
Vendor:8253 12282012	VALLEY SECURITY COMPANY NEW PD STATION Check Total:	18,261.00 18,261.00	01/11/2013	Check Sequence: 140 54-01-54000	ACH Enabled: No
Vendor:1379 31727	Village Auto Body & Towing REPAIRS FROM CRASH OF 881 Check Total:	4,363.44 4,363.44	01/11/2013	Check Sequence: 141 08-01-50020	ACH Enabled: No
Vendor:1065 6161	Visu-Sewer of Illinois, LLC CLEANED/TELEVISED SEWERS SCOTT/WAVELAND Check Total:	4,077.50 4,077.50	01/11/2013	Check Sequence: 142 35-01-83191	ACH Enabled: No
Vendor:0199 157445	Vollmar Clay Products Co. SPACER RINGS (40) Check Total:	540.00 540.00	01/11/2013	Check Sequence: 143 35-01-63070	ACH Enabled: No
Vendor:0202 0237089 0237090	WATER PRODUCTS - AURORA FLANGE KITS (16) FLANGE KITS (3) Check Total:	533.15 580.00 1,113.15	01/11/2013 01/11/2013	Check Sequence: 144 34-01-62860 34-01-62860	ACH Enabled: No
Vendor:2604 WK271136	WAY-KEN CONTRACTORS SUPPLY CO WATER MAIN CHAIN SAW, OIL (12) Check Total:	505.00 505.00	01/11/2013	Check Sequence: 145 35-01-50300	ACH Enabled: No
Vendor:5265 1Z610X750304546 W16062578369	WEBER, NICK REIMBURSEMENT OF UPS POSTAGE-WTR SMPLING COMMERCIAL DRIVERS LICENSE Check Total:	11.95 60.00 71.95	01/11/2013 01/11/2013	Check Sequence: 146 34-01-51500 34-01-52000	ACH Enabled: No
Vendor:3929 826163877	West Payment Center WEST INFORMATION CHARGES NOV12 Check Total:	137.45	01/11/2013	Check Sequence: 147 10-20-60560	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	137.45			
Vendor:5243 31199927	WEX BANK FUEL PURCHASES NOVEMBER 2012 Check Total:	108.78 108.78	01/11/2013	Check Sequence: 148 10-90-50200	ACH Enabled: No
Vendor:5318 000196874 000196975 000197053	WHOLESALE DIRECT LED BEACON AMBER PERM (2) LED (10), PLATE, WINTER BLADE (38) LED BEACON AMBER PERM Check Total:	281.32 821.51 557.07 1,659.90	01/11/2013 01/11/2013 01/11/2013	Check Sequence: 149 08-01-50090 10-90-50110 10-90-50110	ACH Enabled: No
Vendor:0209 218714-000 218914-000	Ziebell Water Service Pdts. MANHOLE HOOK, PENT SOCKET (6) MEGALUG COPPER TUBING (80) FOR WATER LINE Check Total:	1,452.32 1,240.80 2,693.12	01/11/2013 01/11/2013	Check Sequence: 150 34-01-62860 34-01-62860	ACH Enabled: No
Vendor:4019 1963853	Zoll Medical Coporation 3 CARDIAC MONITORS, CABLES/ACCESSORIES Check Total:	77,817.59 77,817.59	01/11/2013	Check Sequence: 151 10-30-82080	ACH Enabled: No
	Total for Check Run:	2,157,251.48			
	Total Number of Checks:	151			

J E 000114

Accounts Payable
Manual Check Proof List

User: tgols
Printed: 01/03/2013 - 12:12 PM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0291			TRANSAMERICA LONG TERM INSURAN				
				304816	12/27/2012		
GB590011114	810.35	12/27/2012	LONG TERM CARE INSURANCE DEC 2012			10-60-59000	
Total for Check	810.35						
Total for 0291	810.35						
Vendor: 1505			THE JORDAN GROUP				
				304723	11/14/2012		
11012012A	5,000.00	12/27/2012	OCTOBER PUBLIC AFFAIRS AND MARKETING			10-01-51885	
Total for Check	5,000.00						
Total for 1505	5,000.00						
Vendor: 1782			MTI Construction Services, LLC				
				304722	12/14/2012		
12.026	7,341.64	12/27/2012	INVOICE DIFFERENTIAL			54-01-54000	
Total for Check	7,341.64						
Total for 1782	7,341.64						
Vendor: 3386			TRIPLE D CONSULTING				
				304813	12/20/2012		
12147	625.00	12/27/2012	250 RECYCLABLE BAGS- WELCOME PROGRAM			10-60-59000	
Total for Check	625.00						
Total for 3386	625.00						

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 4524			RNR CONTRACTORS				
2471	4,541.40	12/27/2012	CONCRETE WORK	304815	12/21/2012		
Total for Check	4,541.40					10-13-69060	
Total for 4524	4,541.40						
Vendor: 5299			CCMSI				
12132012	1,807.50	12/27/2012	LIABILITY INSURANCE EXPENSE	304814	12/20/2012		
Total for Check	1,807.50					10-32-62195	
Total for 5299	1,807.50						
Vendor: 8260			MichaelMorin				
12312012	556.71	12/27/2012	REIMBURSEMENT FOR HEALTH/DENTAL JAN 2013	304817	12/31/2012		
Total for Check	556.71					10-01-59000	
Total for 8260	556.71						
Total Checks:	20,682.60						



**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

BE IT RESOLVED, by the President and Board of Trustees of the
Council or President and Board of Trustees
 Village Franklin Park of Franklin Park Illinois
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
25th Avenue	FAU 2714	Gage Avenue	Chestnut Avenue

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of the design engineering required for the 2012 Safe Routes to Schools project on 25th Avenue to reduce Improvements scope.

and shall be constructed _____ wide
 and be designated as Section 08-00068-00-SW

2. That there is hereby appropriated the (additional Yes No) sum of Three Thousand Five Hundred
and 00/100 Dollars (3500) for the
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract _____ ; and,

Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____
 Date _____
 Department of Transportation

 Regional Engineer

I, Tommy Thomson Clerk in and for the
 Village Franklin Park of Franklin Park
City, Town or Village
 County of Cook, hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted
 by the President and Board of Trustees
Council or President and Board of Trustees

at a meeting on _____
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

_____ day of _____

(SEAL)

 City, Town, or Village Clerk

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1213-G-_____

**A RESOLUTION IN SUPPORT OF THE LET'S MOVE CAMPAIGN FOR THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

RESOLUTION NUMBER 1213-G- _____

**A RESOLUTION IN SUPPORT OF THE LET'S MOVE CAMPAIGN FOR THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

WHEREAS, President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") support policies and programs that focus on the health and wellness of the residents of Franklin Park as well as the healthier lifestyles of all communities; and

WHEREAS, childhood obesity is a nationwide health epidemic wherein one in every three children are overweight or obese; and

WHEREAS, obesity has been shown to lead to heart disease, diabetes, cancer and other chronic diseases; and

WHEREAS, the Corporate Authorities support working with other communities to understand the relationship between obesity, land-use policies, redevelopment and community planning; and

WHEREAS, the Corporate Authorities believe that access to healthy foods has a direct impact on the overall health of the village and planning for fresh foods, affordable foods, open space, parks, gyms, ball fields, recreation and community centers should be a priority; and

WHEREAS, the Village wants to partner with and supports the "*Let's Move*" federal campaign in an effort to solve the challenge of childhood obesity.

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 President and Board of Trustees will enroll the Village to become a “*Let’s Move*” Village and adopt preventative strategies to fight obesity as set forth by the United States’ “*Let’s Move*” Campaign.

Section 3. The Village will undertake at least one significant action over the next twelve months in each of the four pillar areas in order to: 1) help parents make healthy food choices; 2) create healthy schools; 3) provide access to healthy and affordable food; and 4) promote physical activity.

Section 4. The officials, officers, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution.

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

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

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

(Intentionally left blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1213-VC- __

**AN ORDINANCE AMENDING CHAPTER 2 OF TITLE THREE OF THE VILLAGE
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(DECREASE THE NUMBER OF CLASS E LIQUOR LICENSES UPON
SURRENDER OF SAID LICENSE BY WALGREENS AND AUTHORIZE
AN INCREASE IN THE NUMBER OF CLASS C LIQUOR LICENSES
FOR SIMULTANEOUS ISSUANCE TO WALGREENS)**

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

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

ORDINANCE NUMBER 1213-VC- __

**AN ORDINANCE AMENDING CHAPTER 2 OF TITLE THREE OF THE VILLAGE
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(DECREASE THE NUMBER OF CLASS E LIQUOR LICENSES UPON
SURRENDER OF SAID LICENSE BY WALGREENS AND AUTHORIZE
AN INCREASE IN THE NUMBER OF CLASS C LIQUOR LICENSES
FOR SIMULTANEOUS ISSUANCE TO WALGREENS)**

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

WHEREAS, a Class E Liquor License permits the sale at retail on the premises specified of beer and wine in original package not to be consumed on the premises, provided that the size of the display area does not exceed 25% of the gross retail floor area of the structure containing the display area (the "*Class E Liquor License*"); and

WHEREAS, Walgreen Company, doing business as "Walgreens #06462" currently holds a Class E Liquor License at the premises located at 9595 Grand Avenue, Franklin Park, Illinois; and

WHEREAS, a Class C license authorize the sale at retail on the premises specified of alcoholic liquor in original package not to be consumed on the premises (the "*Class C Liquor License*"); and

WHEREAS, Walgreens Company, doing business as "Walgreens #06462" as part of its operation and management is now requesting the issuance of a Class C Liquor License at its premises located at 9595 Grand Avenue, Franklin Park, Illinois and has further satisfied the requirements for the issuance of said license; and

WHEREAS, Walgreens Company doing business as “Walgreens #06462” has agreed to surrender its Class E Liquor License provided that the Corporate Authorities agree to the issuance of a Class C Liquor License at its premises located at 9595 Grand Avenue, Franklin Park, Illinois; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) regulate the number of liquor licenses that are available for the sale and distribution of alcoholic beverages within the Village; and

WHEREAS, the Corporate Authorities find and declare that it shall increase the number of Class C Liquor License in order to issue same to “Walgreens #06462” provided; however, that “Walgreens #06462” simultaneously surrender its Class E Liquor License; and

WHEREAS, upon the surrender of the Class E Liquor License by “Walgreens #06462” the number of Class E liquor Licenses shall be automatically reduced in number.

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 (“*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:

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

The total number of class E liquor licenses shall not exceed nine (8).

~~The total number of class C liquor licenses shall not exceed four (4).~~

The total number of class C liquor licenses shall not exceed four (5).

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 immediately upon its passage and approval to ensure that the license herein contemplated is issued forthwith but only on condition that "Walgreens #06462" surrender its Class E Liquor License at the time it is issued a Class C Liquor License at the same premises so that at no time "Walgreens #06462" shall hold two liquor licenses at the same premises.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of January 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of January 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1213-VC- __

**AN ORDINANCE AMENDING ARTICLE H OF CHAPTER SIX OF
TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS
(TRUCK REGULATIONS)**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 01/07/13
Village of Franklin Park - 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 1213-VC- __

AN ORDINANCE AMENDING ARTICLE H OF CHAPTER SIX OF
TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS
(TRUCK REGULATIONS)

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

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

WHEREAS, the Corporate Authorities find that it is in the best interests of the health, safety and welfare of its citizenry to amend regulations concerning truck restrictions.

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

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

6-6H-1: PURPOSE:

~~The purpose of this article is to implement by ordinance those provisions of the truck route system plan for the village adopted by the village on July 13, 1984, in order to protect the residential~~

neighborhoods of the village while creating relatively little inconvenience to truck traffic. The provisions of this article have been found and determined to be necessary by the corporate authorities of the village in order to preserve the characteristics of the different zoning districts, promote pedestrian safety throughout the village, enhance community business districts and protect the infrastructure and surfacing of the roadways within the village street system.

6-6H-2: THROUGH TRUCK ROUTES:

The following streets are hereby approved and designated as through truck routes within the village:

<u>Street</u>	<u>From</u>	<u>To</u>
Belmont Avenue	Williams Drive	Mannheim Road
Franklin Avenue	West village limits	Williams Drive
Grand Avenue	West village limits	East village limits
Mannheim Road	North village limits	South village limits
River Road	North village limits	South village limits
Rose Street (25th Avenue)	Grand Avenue	North village limits
Rose Street (25th Avenue)	Grand Avenue	South village limits
Williams Drive	Franklin Avenue	Belmont Avenue
Wolf Road	Grand Avenue	Franklin Avenue

6-6H-3: LOCAL TRUCK ROUTES:

The following streets are designated as local truck routes within the village and are authorized for use only by trucks engaged in making a local delivery or collection of materials or otherwise garaged along these designated local truck routes. Each of these routes may also be referred to as a "distributor truck route" designated within the truck route system plan for the village.

<u>Street</u>	<u>From</u>	<u>To</u>
Chestnut Avenue	Willow Street	Martens Street
Edgington Street	Franklin Avenue	Belmont Avenue

Franklin Avenue —	Williams Drive —	Commerce Street —
Martens Street —	Franklin Avenue —	Grand Avenue —
Pacific Avenue —	Ernst Street —	Rose Street (25th Avenue) —
Robinson Avenue —	Birch Street —	Des Plaines (River Road) —
Ruby Street —	Franklin Avenue —	Pacific Avenue —
Scott Street —	Franklin Avenue —	Pacific Avenue —

6-6H-4: RESTRICTIONS ON COMMERCIAL VEHICLES AND TRUCKS WITHIN RESIDENTIAL DISTRICTS:

- A. ~~No person shall park any semitrailer, road tractor, truck or other commercial vehicles that require a license greater than class B in any area within the village which is zoned for residential purposes, unless such vehicle is parked completely within a garage. Such parking is prohibited on the public streets, private driveways, or any other parking spaces located in a residential area at any time whatsoever.~~
- B. ~~No person shall park any motor vehicle exceeding seven feet (7') in width as measured between the outer edge of accessories on each side of the vehicle on any public right of way within a residentially-zoned district.~~
- C. ~~This section shall not prohibit the parking or standing of such vehicles in a residential area for a period of time which is reasonably necessary for any actual loading, unloading or delivery purposes.~~
- D. ~~Any truck or construction vehicle parked within a residentially-zoned or residentially-used district or property within the village shall not commence operations, unless fully enclosed and not audible to adjacent properties, before the hour of seven o'clock (7:00) A.M., nor operate within said residentially-zoned or used property after the hour of nine o'clock (9:00) P.M., where such equipment is classified as having a license classification greater than a class B license or otherwise is unmuffled exhaust.~~

6-6H-5: PENALTIES:

~~Any person operating a truck or other vehicle in violation of the provisions contained within this article shall, upon conviction for such violation, be fined not less than seventy five dollars (\$75.00) nor more than two hundred fifty dollars (\$250.00) for each such violation.~~

~~6-6H-6: TRUCK AND VEHICLE WEIGHT REGULATIONS:~~

- ~~A. No person shall operate any truck or motor vehicle upon the roads within the village where the gross weight of that vehicle exceeds the gross weight permitted by the license class of the vehicle, as said gross weight and class are determined by the provisions of Illinois state law, and in no event shall any person operate any truck or motor vehicle having a gross weight classification greater than forty (40) tons (80,000 pounds) without first having procured a permit for the operation of such overweight or oversize vehicle upon street right of way within the village's road system.~~
- ~~B. Any truck or motor vehicle exceeding the gross weight of forty (40) tons (80,000 pounds) and desiring to be operated upon a right of way within the municipal street system must possess a permit issued by the village specifying total weight authorized by the permit and otherwise specifying any special conditions or circumstances associated with the movement of an oversized vehicle. A permit shall be governed by the following administrative procedures:~~
- ~~1. Application shall be made to the building commissioner of the village in advance of entry into the village boundaries with the overweight/oversize vehicle;~~
 - ~~2. The application shall be accompanied by the payment of a fifty dollar (\$50.00) fee, which amount shall be deemed to be permit fee upon the issuance of a permit;~~
 - ~~3. If a permit is denied by the building commissioner, then the application fee shall be returned to the applicant less twenty five dollars (\$25.00) for an administrative charge of processing the application;~~
 - ~~4. The building commissioner shall determine such regulatory provisions and guidelines as are necessary in order to assure the orderly administration of the permits required for oversize and overweight vehicles under the terms of this article;~~
 - ~~5. The building commissioner may deny issuance of a permit where a determination is made that the operation of the vehicle presents a potential for damage to the public property or injury to any person or where a determination is made that the route of the vehicle or the timing of its movements are disruptive of the traffic movements determined to be necessary for operation of the village's street system;~~
 - ~~6. Any person denied a permit for the operation of an oversize or overweight vehicle may appeal that decision directly to the board of trustees; and~~
 - ~~7. For purposes of this article, an oversize vehicle is any vehicle that cannot be operated within a single lane as established for the flow of traffic or that in order to operate upon the street by the overall height of the vehicle makes necessary the shifting in any manner of overhead barriers or restrictions.~~

6-6H-7: COMPRESSION RELEASE ENGINE BRAKE:

- A. ~~As used in this section, "compression release engine brake" means a hydraulically operated device that converts a power producing diesel engine into a power absorbing retarding mechanism.~~
- B. ~~It shall be unlawful for any person driving a motor vehicle equipped with a compression release engine brake to use the compression release engine brake instead of the service brake system, on Belmont Avenue between Cullerton Avenue and Wolf Road in the village of Franklin Park, except in the case of failure of the service brake system.~~
- C. ~~The department of public works is hereby directed to install appropriate signage informing the operators of motor vehicles equipped with compression release engine brake systems of the restrictions contained in this section.~~

6-6H-1: PURPOSE; DEFINITION OF WORDS AND PHRASES:

A. Purpose.

The purpose of this article is to establish provisions for a truck route system plan for the village in order to protect the residential neighborhoods of the village while creating relatively little inconvenience to truck traffic. The provisions of this article have been found and determined to be necessary by the corporate authorities of the village in order to preserve the characteristics of the different zoning districts, promote pedestrian safety throughout the village, enhance community business districts and protect the infrastructure and surfacing of the roadways within the village street system.

B. Definition of Words and Phrases.

The following words and phrases when used in this Code shall, for the purpose of this Code, have the meanings respectively ascribed to them in this Article, except when the context otherwise requires and except where another definition is set forth in a Section of this Article and applicable to that Section or a designated part thereof is applicable.

Axle Load. The total load transmitted to the road by all wheels whose centers may be included between 2 parallel transverse vertical planes 40 inches apart extending across the full width of the vehicle.

Commercial Vehicle. Any vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, For-Hire or Not-For-Hire, but not including a commuter van, a vehicle used in a ridesharing arrangement when being used for that purpose, or a recreational vehicle not being used commercially.

Construction Vehicle. Any vehicle over 10,000 pounds actual weight, registered gross weight or GVWR that is required to comply with ILCS Ch. 625, Act 5, §§ 12-712 and 12-713 on identification required to be displayed.

Gross Vehicle Weight Rating (GVWR). The value specified by the manufacturer or manufacturers as the maximum loaded weight of a single vehicle. The GVWR of a combination of vehicles (commonly referred to as the "Gross Combination Weight Rating" or GCWR) is the GVWR of the power unit plus the GVWR of the towed unit or units. In the absence of a value specified by the manufacturer, GCWR is determined by adding the GVWR of the power unit and the total weight of the towed unit and any load on the unit.

Gross Weight. The weight of a vehicle whether operated singly or in combination without load plus the weight of the load thereon.

Highway. The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

Implement of Husbandry. Every vehicle as defined in the Illinois Vehicle Code and designed and adapted exclusively for agricultural, horticultural, or livestock raising operations, including farm wagons, wagon trailers or like vehicles used in connection therewith, or for lifting or carrying an implement of husbandry.

Motor Vehicle. Every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails, except for vehicles moved solely by human power and motorized wheelchairs. For this Act, motor vehicles are divided into two divisions.

First Division. Those motor vehicles, which are designed for the carrying of not more than 10 persons.

Second Division. Those motor vehicles which are designed for carrying more than 10 persons, those motor vehicles designed or used for living quarters, those motor vehicles which are designed for pulling or carrying freight, cargo or implements of husbandry, and those motor vehicles of the First Division remodeled for use and used as motor vehicles of the Second Division.

Permit Route. The route authorized by the issuing authority with proper jurisdiction over the roadway(s) for which permission has been granted to move a vehicle or combination of vehicles that is in itself indivisible or carrying an indivisible load that exceeds normal dimensions or weight or a combination thereof.

Semitrailer. Every vehicle without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.

Tandem Axles. Any 2 or more single axles whose centers are more than 40 inches and not more than 96 inches apart, measured to the nearest inch between extreme axles in the series.

except as provided in Section 15-111 [625 ILCS 5/15-111] for special hauling vehicles.

Trailer. Every vehicle without motive power in operation, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

Truck Tractor. Every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

Village. Is the Village of Franklin Park, Cook County, Illinois.

6-6H-2: OVERWEIGHT AND OVERDIMENSION VEHICLES:

- A. It shall be unlawful for any person to be in control of, to drive, to park, or move on, upon or across or for the owner to cause or knowingly permit to be parked, driven, or moved upon or across, any street or highway under the jurisdiction of the village, any vehicle or combination of vehicles exceeding the size and weight limitations stated in the ILCS Ch. 625, Act 5, § 15-102 (width), ILCS Ch. 625, Act 5, § 15-103 (height), ILCS Ch. 625, Act 5, § 15-107 (length), ILCS Ch. 625, Act 5, § 15-111 (weight) and ILCS Ch. 625, Act 5, § 15-316 (Local Restrictions).
- B. Size and weights limitations while operating on village streets shall not apply to fire apparatus or equipment for snow or ice removal operations owned or operated by or for any governmental body or to implements of husbandry temporarily operated or towed in a combination in the furtherance of a farm or agricultural endeavor and to any vehicle or combination of vehicles operating under the terms of a valid oversize and/or dimension permit issued by the village under the authority of § 6-6H-3 hereof. These exceptions do not include operation over a posted weight restricted elevated structure.
- C. Where lower size and weight limits or other restrictions are imposed by ordinance under authority of ILCS Ch. 625, Act 5, §§ 15-111, 15-316 and 15-317, and signs indicating such limitations or restrictions are posted, it shall be unlawful to operate any vehicle or combination of vehicles in excess of such size or weight limitations or in violation of such restrictions.
- D. Whenever any vehicle or combination of vehicles is operated in violation of this section, the owner and/or driver of such vehicle shall be deemed guilty of such violation and either or both the owner and driver of such vehicle may be prosecuted for such violation.
- E. In addition to the restrictions contained herein, the Village may further restrict size and weight limitations by ordinance pursuant to ILCS Ch. 625, Act 5, 15-316.

6-6H-3: PERMITS FOR OVERWEIGHT AND OVERDIMENSION VEHICLES:

A. A permit shall be required for the movement of any vehicle or combination of vehicles with a non-divisible load on roadway's and bridges within the jurisdiction of the Village of Franklin Park which exceeds the dimensions and weights permitted for the particular roadways to be traversed.

B. The Village with respect to any street or highway under its jurisdiction may upon application to the Village Police Department on forms provided by the police department and good cause being shown therefore issue a special permit authorizing the applicant to operate or move a vehicle or combination of vehicles of a size or weight of vehicle or load exceeding the size and weight limitations stated in the ILCS Ch. 625, Act 5, § 15-102 (width), ILCS Ch. 625, Act 5, § 15-103 (height), ILCS Ch. 625, Act 5, § 15-107 (length), ILCS Ch. 625, Act 5, § 15-111(weight) .The applicant shall furnish the following information in the special permit application:

1. The name and address of the owner or lessee of the vehicle.
2. Applicant's name.
3. Type of permit request whether it be for a single trip, round trip, or multiple routing.
4. The description and registration number of the power unit.
5. Description of the object or vehicle to be moved.
6. The number of axles of the vehicle or combination of vehicles.
7. The maximum axle weights of all single, tandem or series axles.
8. Maximum gross weight of the vehicle.
9. The maximum width, length and height of the vehicle and load.
10. Requested routing over village streets to and from a specific location.

C. For purposes of this Section, the following definitions apply:

1. A one-way or single trip movement means one move from the point of origin to the point of destination. Any additional stops between the point of origin and the point of destination are expressly prohibited. Single trip permits are effective for the day of issuance unless otherwise directed by the Police Department.

2. Round trip movement means two trips over the same route in opposite directions. Round trip permits are effective from the day of issuance to 14 consecutive days after the date of issuance unless otherwise directed by the Police Department.

D. The owner or his or her agent shall submit an application fee based on the below chart. Permits are valid only for the date periods specified on the permit and for the specific vehicle, load and routing as established by the Chief of Police or designee. No substitution of vehicle, load or routing is permitted without expressed written permission by the Chief of Police or designee and the permit must be carried in the vehicle to which the permit applies.

Fee Schedule

<u>Permit size - weight(with load)</u>	<u>Fee</u>			
	<u>Single trip</u>	<u>Round trip</u>		
<u>Up to 100,000 pounds</u>	<u>50</u>	<u>100</u>		
<u>100,001 - 120,000</u>	<u>75</u>	<u>125</u>		
<u>120,001 - 150,000</u>	<u>100</u>	<u>150</u>		
<u>Over 150,000</u>	<u>125*</u>	<u>175*</u>		

* Plus necessary and appropriate administrative, engineering and road damage fees

<u>Permit size - width(with load)</u>	<u>Fee</u>			
	<u>Single trip</u>	<u>Round trip</u>		
<u>up to 12'</u>	<u>25</u>	<u>50</u>		
<u>12'1" - 13'-6"</u>	<u>50</u>	<u>75</u>		
<u>Over 13'6" wide</u>	<u>50*</u>	<u>75*</u>		

* Plus necessary and appropriate administrative, engineering and road damage fees

<u>Permit size - height (with load)</u>	<u>Fee</u>			
	<u>Single trip</u>	<u>Round trip</u>		
<u>13'6" - 14'6"</u>	<u>25</u>	<u>40</u>		
<u>Over 14'6"</u>	<u>50*</u>	<u>75*</u>		

* Plus necessary and appropriate administrative, engineering and road damage fees

<u>Permit size - length (with load)</u>	<u>Fee</u>			
	<u>Single trip</u>	<u>Round trip</u>		
<u>up to 100'</u>	<u>25</u>	<u>40</u>		
<u>Over 100'0"</u>	<u>50*</u>	<u>75*</u>		

* Plus necessary and appropriate administrative, engineering and road damage fees

Note: If a vehicle requires a permit due to multiple weight and/or dimension issues, the total fee will be based on the largest individual weight or dimension factor only.

E. The Chief of Police or designee is authorized to approve the application for approved routes. Upon approval and payment of all required fees, the Police Department shall issue a permit allowing passage of the oversize and/or overweight vehicles over village streets. The permit shall be specific and contain:

- (1) Permit number.
- (2) The dates the permit is valid.
- (3) Whether the permit is for single, round, trip routing.
- (4) The description of object or vehicle to be moved.
- (5) Authorized gross weight, axle weights, width, length and height.
- (6) The authorized routing over village streets including the origin and termination point within the village.
- (7) The fee paid.
- (8) The date and signature of the Chief of Police or designee.
- (9) In addition, the permit will specify general conditions that the permittee must comply with that are consistent and reasonable for the protection of the general public and village streets. A copy of all permits issued will be provided to the Utilities Commissioner for informational purposes.

F. It is the duty of the permittee to read and familiarize himself or herself with the permit provisions upon receipt. Undertaking of the permit move is deemed prima facie evidence of acceptance of the permit and that:

- (1) The permittee is in compliance with all operation requirements;
- (2) All dimension and weight limitations specified in the permit will not be exceeded;
- (3) All operation, registration and license requirements have been complied with;
- (4) All financial responsibilities, obligations and other legal requirements have

been met; and

- (5) The permittee assumes all responsibility for injury or damage to persons or to public or private property, including his or her own, or to the object being transported, caused directly or indirectly by the transportation or movement of vehicles and objects authorized under the permit. The permittee agrees to hold the village harmless from all suits, claims, damages, or proceedings of any kind and to indemnify the village for any claim it may be required to pay arising from the movement.
- G. The permit shall be carried in the vehicle to which the permit applies at all times while operating on streets within the village and shall be exhibited upon demand to any law enforcement officer, police officer or authorized official of the village.
- H. Whenever any vehicle is operated in violation of the provisions of a village permit whether it be by size, weight or general provisions, and either or both the owner or driver of such vehicle shall be deemed guilty and either or both the owner or the driver of such vehicle may be prosecuted for such violation.

6-6H-4: VEHICLES PROHIBITED ON CERTAIN STREETS:

- A. As provided under the authority of ILCS Ch. 625, Act 5, § 15-111 & 15-316, it shall be unlawful to operate any vehicle upon any street where the operation of that vehicle is prohibited by ordinance and where signs of such prohibition are posted. Vehicles operating under the authority of ILCS Ch. 625, Act 5, § 15-111 or 15-316 while utilizing village streets under "reasonable access" rules will be considered in violation of this section if they are not utilizing the most direct route to points of loading and unloading.
- B. As provided under the authority of ILCS Ch. 625, Act 5, § 15-316, it shall be unlawful to operate any vehicle in excess of 10,000 lbs. registered weight, GVWR, GCWR or Actual Gross Weight unless vehicle is utilizing village streets under "reasonable access" rules. All vehicles will be considered in violation of this section if they are not utilizing the most direct route to points of loading and unloading

6-6H-5: RESTRICTIONS ON COMMERCIAL VEHICLES AND TRUCKS WITHIN RESIDENTIAL DISTRICTS:

- A. No person shall park any semitrailer, semi tractor, truck or other commercial vehicles that require a registration license greater than (8,000 lbs) in any area within the village which is zoned for residential purposes, unless such vehicle is parked completely within a garage. Such parking is prohibited on the public streets, private driveways, or any other parking spaces located in a residential area at any time whatsoever.

- B. No person shall park any motor vehicle exceeding eight foot six inches (8.6) in width as measured between the outer edge of accessories on each side of the vehicle on any public right of way within a residentially zoned district.
- C. This section shall not prohibit the parking or standing of such vehicles in a residential area for a period of time which is reasonably necessary for any actual loading, unloading or delivery purposes.
- D. Any truck or construction vehicle parked within a residentially zoned district or residentially used property within the village shall not commence operations, unless fully enclosed and not audible to adjacent properties, before the hour of seven o'clock (7:00) A.M., nor operate within said residentially zoned district or residentially used property after the hour of nine o'clock (9:00) P.M., where such equipment is classified as having a registration license classification greater than a 8,000 lbs license or otherwise is unmuffled exhaust.

6-6H-6: POSTING OF SIGNS WITHIN VILLAGE:

- A. The Chief of Police is authorized to approve the posting or caused to be posted any temporary truck routing signs as needed.
- B. The Department of Municipal Utilities; Streets, Forestry, Water and Sewer is authorized and directed to post or cause to be posted, streets signs related to truck routes within the Village.

6-6H-7: WEIGHT LIMITATION:

- A. It shall be unlawful to operate any vehicle, on the streets hereinafter designated, of a gross weight greater than indicated:
- B. Addison Street from the Soo Line Railroad tracks west to the village limits, a limitation of five (5) tons gross weight.
- C. Lee Street from Belmont Avenue south to the village limits, a limitation of three (3) tons gross weight.
- D. Maple Street between Fullerton Avenue and Grand Avenue, a limitation of five (5) tons gross weight.

6-6H-8: COMPRESSION RELEASE ENGINE BRAKE:

- A. As used in this section, "compression release engine brake" means a hydraulically operated device that converts a power producing diesel engine into a power absorbing retarding mechanism.
- B. It shall be unlawful for any person driving a motor vehicle equipped with a compression release engine brake to use the compression release engine brake that emits excessive noise, on Belmont Avenue between Cullerton Avenue and Wolf Road in the Village, except in the case of failure of the service brake system.

6-6H-9: PENALTY:

Any person, firm or corporation who or which violates, disobeys, neglects, fails to comply with or resists enforcement of the provisions of this Article will be fined not less than fifty (\$50.00) nor more than seven hundred fifty dollars (\$750.00) for each offense. A separate offense shall be deemed committed on each calendar day a violation occurs. In addition to seeking a fine, as herein above provided, the Village Prosecutor may institute any proper action in the name of the Village to enjoin the violation of any provision of this article.

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 January 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1213-VC- __

**AN ORDINANCE AMENDING SECTIONS 9-5D-3 AND 9-6A-3 OF THE
ZONING ORDINANCE OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS
(ZBA 12-27)**

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

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

ORDINANCE NUMBER 1213-VC- __

**AN ORDINANCE AMENDING SECTIONS 9-5D-3 AND 9-6A-3 OF THE
ZONING ORDINANCE OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS
(ZBA 12-27)**

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;

WHEREAS, an amendment application, ZBA 12-27, has been submitted to the Village requesting amendments to Sections 9-5D-3 and 9-6A-3 by adding "Automobile Repair, except that all operations related thereto shall only be conducted within the primary structure" as an allowable Conditional Use within the C-M Commercial Manufacturing District and I-1 Restricted Industrial District (the "*Proposed Amendments*"); and

WHEREAS, the Zoning Board of Appeals held a public hearing on December 12, 2012 as to whether the Proposed 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 12, 2012 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 Amendments to Sections 9-5D-3 and 9-6A-3 of the Franklin Park Zoning Ordinance 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 further amend the text of the Franklin Park Zoning Ordinance (Ord. 7475 Z10), as amended.

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

Section 1. 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 finds and determines that the adoption of the Proposed Amendment is in the public interest, and is in furtherance of the progressive demands of orderly Village development.

Section 3. Section 9-5D-3 of Article D of Chapter 5 of Title 9, entitled "Conditional Uses," is hereby amended by inserting the following in alphabetical order as a permitted conditional use, "Automobile Repair, except that all operations related thereto shall only be conducted within the primary structure."

Section 4. Section 9-6A-3 of Article A of Chapter 6 of Title 9, entitled "Conditional Uses," is hereby amended by inserting the following in alphabetical order as a permitted conditional use, "Automobile Repair, except that all operations related thereto shall only be

conducted within the primary structure.”

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. 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 January 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1213-VC- __

**AN ORDINANCE AMENDING ARTICLE B OF CHAPTER
TEN OF TITLE THREE OF THE VILLAGE CODE OF THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(SECONDHAND BUSINESS LICENSEE REGULATIONS)**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 01/07/13
Village of Franklin Park - 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 1213-VC- __

AN ORDINANCE AMENDING ARTICLE B OF CHAPTER
TEN OF TITLE THREE OF THE VILLAGE CODE OF THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(SECONDHAND BUSINESS LICENSEE REGULATIONS)

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 establishing and updating business and licensee codes, standards and regulations in the Village to ensure that matters pertaining to safety issues and concerns are examined and addressed in order to protect the health, safety and welfare of the residents of the Village.

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

Section 1. That the above recitals 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. Subsection 4 ("*Recordkeeping*") of Article B ("*Secondhand Dealers*") of Chapter Ten ("*Pawnbrokers, Secondhand Merchandise and Junk Dealers*") of Title Three ("*Business and Licensee Regulations*") of the Village Code of Franklin Park, Illinois, is hereby amended by adding the underlined language to read, as follows:

3-10B-4: RECORDKEEPING:

Every secondhand dealer shall keep a written book and an electronic record in which there shall

be made, at the time of the transaction, a record of every article received, purchased, sold or exchanged, setting forth the following: the date of the transaction, the name and residence of the purchaser or seller, and a brief description of the article sold or purchased, including identification numbers thereon, if any. Such record shall at all reasonable times be open to the inspection of the chief of police and any member of the police force, or any person duly authorized in writing for such purpose by the chief of police.

Every secondhand dealer shall subscribe to Leads Online or the village's current electronic reporting system and maintain said subscription throughout the term of the secondhand dealer's business license. Every secondhand dealer shall provide an electronic record utilizing the Leads Online or the village's current electronic reporting system. The secondhand dealer shall include in the report all articles of any kind purchased or received and shall be entered and uploaded and include all information from its books and records regarding the transaction as soon as reasonably possible after the transaction is consummated.

In the event the electronic reporting system malfunctions or is otherwise not operational, the secondhand dealer shall be required to keep written records of said transactions and submit these to the village within twenty four (24) hours of such transaction during the period wherein the electronic system is nonoperational. No item shall be received unless that person exhibits a driver's license or state identification card and the identifying number is recorded in the electronic report, item photographed and all are uploaded onto the electronic reporting system. In the event of a change in its electronic reporting system, the village shall notify all secondhand dealers.

Notwithstanding the foregoing, the secondhand dealer that receives items otherwise covered by this Article but either receives such items by direct donation or by purchase from a not-for-profit organization that receives items by donation and the secondhand dealer does not purchase secondhand items from the general public, is not required to adhere to the recordkeeping requirements of this subsection.

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 January 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1213-G- __

**AN ORDINANCE AUTHORIZING AND APPROVING A LOCAL
AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BY AND
BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(IMPROVEMENTS ON FRANKLIN AVENUE FROM EAST
OF COUNTY LINE ROAD TO WILLIAMS DRIVE)**

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

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

ORDINANCE NUMBER 1213-G- __

AN ORDINANCE AUTHORIZING AND APPROVING A LOCAL
AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BY AND
BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(IMPROVEMENTS ON FRANKLIN AVENUE FROM EAST
OF COUNTY LINE ROAD TO WILLIAMS DRIVE)

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

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

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

Section 2. The Local Agency Agreement for Federal Participation by and between the Illinois Department of Transportation and the Village of Franklin Park, Cook County, Illinois for Improvements on Franklin Avenue from East of County Line Road to Williams Drive (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

Agreement.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2013.


 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Agreement

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Village of Franklin Park	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 09-00072-00-PV	Fund Type	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-131-11	M-9003(720)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Franklin Avenue Route FAU 3533 Length 1.581 miles
 Termini East of County Line Road to Williams Drive

Current Jurisdiction LA Existing Structure No _____

Project Description

Hot-mix asphalt and PCC surface removal along Franklin Avenue, including pavement patching, resurfacing with hot-mix and stone-matrix asphalt surface and binder courses, guardrail removal and replacement, concrete curb and gutter removal and replacement, drainage structure adjustments and pavement markings.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	1185000	(*)	744000	(*)	471000	(BAL)	2,400,000
Non-Participating Construction		()		()		(BAL)	
Preliminary Engineering		()		()		()	
Construction Engineering	64000	(*)	121000	(*)		(BAL)	185,000
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 1,249,000		\$ 865,000		\$ 471,000		\$ 2,585,000

*Maximum FHWA (STU) Participation 70% not to exceed \$1,249,000. State funds to be used first as match to STU and any shortfall.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this Improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Barrett F. Pedersen

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-600582 conducting business as a Governmental Entity.

DUNS Number 066203662

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

William R. Frey, Interim Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Director of Finance and Administration

Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1213-G- __

**AN ORDINANCE AUTHORIZING AND APPROVING A CONSTRUCTION
ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION
BY AND BETWEEN BAXTER AND WOODMAN, INCORPORATED AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(2012 SAFE ROUTES TO SCHOOLS IMPROVEMENTS ON 25TH
AVENUE FROM GAGE AVENUE TO CHESTNUT AVENUE)**

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

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

ORDINANCE NUMBER 1213-G- __

AN ORDINANCE AUTHORIZING AND APPROVING A CONSTRUCTION
ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION
BY AND BETWEEN BAXTER AND WOODMAN, INCORPORATED AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(2012 SAFE ROUTES TO SCHOOLS IMPROVEMENTS ON 25TH
AVENUE FROM GAGE AVENUE TO CHESTNUT AVENUE)

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

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

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

Section 2. The Construction Engineering Services Agreement for Federal Participation by and between Baxter and Woodman, Incorporated and the Village of Franklin Park, Cook County, Illinois for 2012 Safe Routes to Schools Improvements – 25th Avenue from Gage Avenue to Chestnut Avenue Engineer's Project Number 110912.60 (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President; the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

Agreement.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2013.


 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Agreement

Local Agency Village of Franklin Park	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Baxter & Woodman, Inc
County Cook			Address 8678 Ridgfield Rd
Section 08-00068-00-SW			City Crystal Lake
Project No. SRTS-4009(115)			State Illinois
Job No. C-91-347-12			Zip Code 60012
Contact Name/Phone/E-mail Address Steven Scheffel, PE 847-671-8304 sscheffel@vofp.com			Contact Name/Phone/E-mail Address Craig Mitchell 815-459-1260 cmitchell@baxterwoodman.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name 25th Avenue Route FAU 2714 Length 0.57mi Structure No. N/A

Terminals Chestnut Avenue to Gage Avenue

Description: The work includes the installation of solar powered flashing signage with pedestrian push buttons; signage and other incidental and collateral work in accordance with the Plans, Standard Specifications, and Special Provisions. ENGINEER's Project #110912.60.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee in Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee in Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee in Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It Is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee in Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section 1.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Baxter & Woodman, Inc.	36-2845242	\$17,000.00

Sub-Consultants:	TIN Number	Agreement Amount
N/A		
Sub-Consultant Total:		
Prime Consultant Total:		\$17,000.00
Total for all Work:		\$17,000.00

Executed by the LA:

Village of Franklin Park

(Municipality/Township/County)

ATTEST:

By: _____
 Village Clerk


By: _____
 Title: Village President

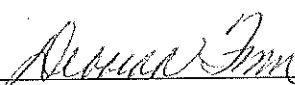
(SEAL)

Executed by the ENGINEER:

Baxter & Woodman, Inc.
 39 S. LaSalle Street, Suite 816
 Chicago, IL 60603

ATTEST:

By: 
 Title: Deputy Secretary

By: 
 Title: Vice President

VILLAGE OF FRANKLIN PARK, ILLINOIS
2012 SAFE ROUTES TO SCHOOLS - 25TH AVENUE

EXHIBIT A

CONSTRUCTION ENGINEERING

*Firm's approved rates on file with IDOT's
Bureau of Accounting and Auditing:
Overhead Rate (OH) 155%
Complexity Factor (R) 0
Working Days 15
Federal Documentation

Safe Routes to School - FAU 2714 25th Avenue
Village of Franklin Park
(Municipality/Township/County)
08-00068-00-SW
SRTS-4009(115)
C-91-347-12

Method of Compensation:
Cost Plus Fixed Fee 1
Cost Plus Fixed Fee 2
Cost Plus Fixed Fee 3
Specific Rate
Lump Sum

Hourly billing rates
 14.5%[DL + R(DL) + OH(DL) + IHDC]
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 14.5%[(2.3 + R)DL] + IHDC

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
PROJECT INITIATION	SR ENG IV	6	\$61.94	\$372.00	\$577.00		\$20.00		\$969.00
CONSTRUCTION ADMIN	ENG TECH III	8	\$37.47	\$300.00	\$465.00				\$765.00
	SR ENG IV	10	\$61.94	\$619.00	\$959.00				\$1,578.00
	CLERICAL I	2	\$24.80	\$50.00	\$78.00				\$128.00
FIELD OBSERVATION	ENG TECH III	100	\$37.47	\$3,747.00	\$5,808.00		\$316.00		\$9,871.00
COMPLETE PROJECT	ENG TECH III	32	\$37.47	\$1,199.00	\$1,858.00				\$3,057.00
	SR ENG IV	4	\$61.94	\$248.00	\$384.00				\$632.00
TOTALS		162		\$6,535.00	\$10,129.00	\$0.00	\$336.00	\$0.00	\$17,000.00

In-House Direct Costs: 595 miles @ \$ 0.565 \$336
VEHICLE EXPENSES - TRAVEL (\$/mile)

Services by Others: NONE



**Illinois Department
of Transportation**

**Local Public Agency Resident
Construction Supervisor/ In
Responsible Charge**

Ms Diane O'Keefe
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

County	Cook
Municipality	Village of Franklin Park
Section	08-00068-00-SW
Route	FAU 2714 (25 th Avenue)
Contract No.	63719
Job No.	C-91-347-12
Project	SRTS-4009(115)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

_____ Date _____ Signature and Title (for the Local Public Agency)

Craig D. Mitchell, P.E.
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.
For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 09-0002.
 BSCE from Iowa State University, worked at IDOT for 15-1/2 years in the Bureau of Construction, left as an Area Construction Supervisor. Registered Professional Engineer in Illinois and Wisconsin.

6/4/12
Date


Signature of Applicant

Construction Services Group Leader
Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved _____ Date _____ Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
 Engineer of Construction, Central Bureau of Construction
 Resident Construction Supervisor
 Local Public Agency

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1213-G-__

**AN ORDINANCE AUTHORIZING AND APPROVING A PRELIMINARY
ENGINEERING SERVICES AGREEMENT FOR MOTOR FUEL TAX FUNDS
AMENDMENT B BY AND BETWEEN BAXTER AND WOODMAN, INCORPORATED
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(2012 SAFE ROUTES TO SCHOOLS IMPROVEMENTS ON 25TH
AVENUE FROM GAGE AVENUE TO CHESTNUT AVENUE)**

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

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

ORDINANCE NUMBER 1213-G- __

AN ORDINANCE AUTHORIZING AND APPROVING A PRELIMINARY
ENGINEERING SERVICES AGREEMENT FOR MOTOR FUEL TAX FUNDS
AMENDMENT B BY AND BETWEEN BAXTER AND WOODMAN, INCORPORATED
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(2012 SAFE ROUTES TO SCHOOLS IMPROVEMENTS ON 25TH
AVENUE FROM GAGE AVENUE TO CHESTNUT AVENUE)

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

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

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

Section 2. The Preliminary Engineering Services Agreement for Motor Fuel Tax Funds, Amendment B by and between Baxter and Woodman, Incorporated and the Village of Franklin Park, Cook County, Illinois for 2012 Safe Routes to Schools Improvements -- 25th Avenue from Gage Avenue to Chestnut Avenue, Engineer's Project Number 110912.42 (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers, and employees of the Village are hereby authorized to take

such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2013.


 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Agreement

Municipality Village of Franklin Park	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds Amendment B	C O N S U L T A N T	Name Baxter and Woodman, Inc.
Township Leyden			Address 39 South LaSalle Street, Suite 816
County Cook			City Chicago
Section 08-00068-00-SW			State Illinois 60603

THIS AGREEMENT is made and entered into this _____ day of _____, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name 2012 Safe Routes to Schools Improvements - 25th Avenue – Amendment B

Route FAU 2714 Length 0.70 Mi. 3,700 FT (Structure No. _____)

Termini Gage Avenue to Chestnut Avenue

Description:
Design engineering services Amendment B for sign installation. See Exhibits A and B.
ENGINEER's Project No. 110912.42.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	<u>Cost Plus Fixed Fee</u>	(see note)
	<u>Not to Exceed</u>	%
	<u>Amendment B \$3,500.00.</u>	%
	<u>as Shown on Attached Exhibit C</u>	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 152 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

- a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
- b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 152 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 152 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Village of Franklin Park of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Village Clerk

By _____

(Seal)

Title Village President

Executed by the ENGINEER:

Baxter & Woodman, Inc.

39 South LaSalle Street, Suite 816

ATTEST:

Chicago, Illinois 60603

By *D. J. Leach*

By *R. J. Man*

Title Deputy Secretary

Title Vice President / COO

Approved
_____ Date
Department of Transportation
_____ Regional Engineer

VILLAGE OF FRANKLIN PARK, ILLINOIS
2012 SAFE ROUTES TO SCHOOL -- 25TH AVENUE
SECTION: 08-00068-00-SW
DESIGN ENGINEERING
AMENDMENT B

EXHIBIT A

PROJECT DESCRIPTION

The original PROJECT is amended to reduce the construction cost and Village Local Match and utilize Federal Funding wherever possible.

AMENDMENT B

ENGINEER's Project Number 110912.42 will consist of the design engineering services required to revise the approved Phase II Contract Documents for the flashing signs at 25th Avenue and Chestnut Avenue and 25th Avenue and Gage Avenue in the Village of Franklin Park, Illinois. The work includes ongoing coordination with the Village; attending meetings with the Village, School District(s), Federal Highway Administration (FHWA), and the Illinois Department of Transportation (IDOT); and revising Phase II documentation and resubmitting said documents for inclusion in the March 8, 2013 State Letting as well as revising and resubmitting Phase III agreements to utilize federal funds for construction engineering. The PROJECT length is 0.57 miles (3,004 feet).

I:\Crystal Lake\FRKPK\110912-2012SRTS\Contract\110912-42 Amendment B\110912.42 Amendment B Exhibit A.doc

VILLAGE OF FRANKLIN PARK, ILLINOIS
2012 SAFE ROUTES TO SCHOOL -- 25TH AVENUE
SECTION: 08-00068-00-SW
DESIGN ENGINEERING
AMENDMENT B

EXHIBIT B

SCOPE OF SERVICES

- **MANAGE PROJECT** - Plan, schedule, and control the activities that must be performed to complete the PROJECT including budget, schedule, and scope. Confer with LA staff, from time to time, to clarify and define the general scope, extent, and character of the PROJECT and to review available data.
- **AGENCY COORDINATION** - Coordinate the proposed improvements with IDOT and attend one (1) meeting with the Village on October 31, 2012 and participate in one (1) FHWA/IDOT coordination meeting if required.
- **FINAL PLANS, SPECIFICATIONS, AND ESTIMATE**
 - **FINAL CONTRACT PLANS AND CONTRACT PROPOSAL** --
Revise the approved Phase II plans for reduced scope to produce Final Contract Plans and Contract Proposal.

I:\Crystal Lake\FRKPK\110912-2012SRTS\Contract\110912-42 Amendment B\110912.42 Amendment B Exhibit B.doc

PRELIMINARY ENGINEERING
2012 SAFE ROUTES TO SCHOOLS IMPROVEMENTS - 25TH AVENUE - AMENDMENT B
EXHIBIT C

ROUTE: 2012 SAFE ROUTES TO SCHOOLS - 25TH AVENUE (FAU 2714)
LOCAL AGENCY: VILLAGE OF FRANKLIN PARK
(Municipality)

SECTION: 08-00068-00-SW
PROJECT:
JOB NO.: 110912.42

METHOD OF COMPENSATION:
COST PLUS FIXED FEE 1
COST PLUS FIXED FEE 2
COST PLUS FIXED FEE 3
SPECIFIC RATE
LUMP SUM

X
14.5% [(DL + R (DL) + OH (DL) +HDC)
14.5% [(DL + R (DL) + 1.4 (DL) + IHDC)
14.5% [(2.3 + R) DL + IHDC]

* FIRMS APPROVED RATES ON FILE WITH IDOT'S
BUREAU OF ACCOUNTING AND AUDITING:
OVERHEAD RATE (OH) 152%
COMPLEXITY FACTOR (R) 3
CALENDAR DAYS

ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN- HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHDC)	PROFIT	TOTAL
MANAGE PROJECT									
MANAGE PROJECT	SR ENGINEER V	1	\$61.09	\$61.00	\$93.00			\$22.00	\$176.00
	ENGINEER III	2	\$37.50	\$75.00	\$114.00			\$27.00	\$216.00
AGENCY COORDINATION									
AGENCY COORDINATION	ENGINEER III	17	\$37.50	\$638.00	\$970.00		\$79.00	\$245.00	\$1,932.00
	CADD TECH II	2	\$30.02	\$60.00	\$91.00			\$22.00	\$173.00
	CLERICAL	2	\$24.34	\$48.00	\$74.00			\$18.00	\$141.00
FINAL PLANS, SPECIFICATIONS, AND ESTIMATE									
FINAL CONTRACT PLANS AND CONTRACT PROPOSAL									
	ENGINEER III	4	\$37.50	\$150.00	\$228.00			\$58.00	\$461.00
	CADD TECH II	3	\$30.02	\$90.00	\$137.00		\$25.00	\$53.00	\$280.00
	CLERICAL	2	\$24.34	\$48.00	\$74.00			\$18.00	\$141.00
TOTALS		33		\$1,172	\$1,781	\$0	\$104	\$443	\$3,500.00

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST):
VEHICLE EXPENSES - TRAVEL, 100 MI @ \$0.556/MILE \$55.50
POSTAGE \$48.50
ENVIRONMENTAL DATABASE SEARCH \$0.00
SERVICES BY OTHERS (INCLUDED IN TOTAL COST):



THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1213-Z- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A MOTOR VEHICLE
SALES USE IN THE I-2 GENERAL INDUSTRIAL DISTRICT
(ZBA 12-21: 9213 PARKLANE AVENUE)**

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

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

ORDINANCE NUMBER 1213-Z- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A MOTOR VEHICLE
SALES USE IN THE I-2 GENERAL INDUSTRIAL DISTRICT
(ZBA 12-21: 9213 PARKLANE AVENUE)**

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

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

WHEREAS, a conditional use application, ZBA 12-21, has been submitted to the Village by Boguslaw Owskiak (the "*Applicant*") to allow within the I-2 General Industrial District the operation of a Motor Vehicle Sales use (the "*Proposed Conditional Use*") on the property commonly known as 9213 Parklane Avenue, Franklin Park, Illinois (the "*Property*"); and

WHEREAS, the Zoning Board of Appeals held a public hearing on December 12, 2012 on whether the Proposed Conditional Use should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said December 12, 2012 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 I-2 General Industrial District;

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

Section 4. A Conditional Use, subject to the conditions set forth below, is hereby granted and issued for the operation of a Motor Vehicle Sales use in the I-2 General Industrial District located at 9213 Parklane Avenue, Franklin Park, Illinois, and legally described as follows:

THE EAST 50 FEET OF THE WEST 100 FEET OF THE
NORTHEAST ¼ OF BLOCK 16 IN RIVER PARK IN THE
NORTH ½ OF FRACTIONAL SECTION 27, TOWNSHIP 40
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

These conditional use permits are subject to the following conditions:

1. That the use of the Property complies with all other codes and ordinances of the Village of Franklin Park;
2. That this conditional use shall be limited to Boguslaw Owskiak and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Franklin Park Zoning Ordinance; and
3. 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 January 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

**ACKNOWLEDGMENT BY APPLICANT/OWNER OF RECORD: I, THE
UNDERSIGNED AUTHORIZED REPRESENTATIVE, AGREE TO THE CONDITIONS
OF THIS ORDINANCE:**

Boguslaw Owskiak

Dated: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1213-Z- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE
TO ALLOW AN AUTOMOBILE/MOTOR VEHICLE REPAIR USE
IN THE C-M COMMERCIAL MANUFACTURING DISTRICT
(ZBA 12-22: 9804 FRANKLIN AVENUE)**

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

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

ORDINANCE NUMBER 1213-Z- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE
TO ALLOW AN AUTOMOBILE/MOTOR VEHICLE REPAIR USE
IN THE C-M COMMERCIAL MANUFACTURING DISTRICT
(ZBA 12-22: 9804 FRANKLIN AVENUE)**

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

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

WHEREAS, a conditional use application, ZBA 12-22, has been submitted to the Village by Leonardo Scocuzza and Calogero Settecase (the "*Applicants*") to allow within the C-M Commercial Manufacturing District the operation of an Automobile/Motor Vehicle Repair use (the "*Proposed Conditional Use*") on the property commonly known as 9804 Franklin Avenue, Franklin Park, Illinois (the "*Property*"); and

WHEREAS, the Zoning Board of Appeals held a public hearing on December 12, 2012 on whether the Proposed Conditional Use should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing dates; and

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

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

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

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

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

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

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

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

Section 4. A Conditional Use, subject to the conditions set forth below, is hereby granted and issued for the operation of an Automobile/Motor Vehicle Repair use in the C-M Commercial Manufacturing District located at 9804 Franklin Avenue, Franklin Park, Illinois, and legally described as follows:

PARCEL 1: LOTS 3 AND 4 IN BLOCK 15 IN THE THIRD ADDITION TO FRANKLIN PARK, A SUBDIVISION OF THE SOUTH HALF OF SECTION 21, AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTHWESTERLY 36.0 FEET OF LOT "E" WHICH LIES EAST OF THE WEST LINE OF LOT 4 EXTENDED NORTH AND WHICH LIES WEST OF THE EAST LINE OF LOT 3 EXTENDED NORTH ALL IN BLOCK 15 IN THIRD ADDITION OF FRANKLIN PARK, A SUBDIVISION IN THE SOUTH HALF OF SECTION 21, AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

These conditional use permits are subject to the following conditions:

1. If Parcel 2 of the Property, as identified on the Plat of Survey dated November 5, 2012 and which was made part of the record, is used for parking purposes, said parcel shall be paved within one (1) year of the Village paving the public alley or by November 21, 2014 whichever comes first;

2. That all vehicles being repaired or stored, as well as all materials, shall be kept and stored, at all times, within the interior of the primary structure, all exterior storage being strictly prohibited;
3. That the use of the Property complies with all other codes and ordinances of the Village of Franklin Park;
4. That this conditional use permit shall be limited to Leonardo Scocuzza and Calogero Settecase and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Franklin Park Zoning Ordinance; and
5. This Ordinance shall be signed by the Applicants to signify their agreement to the terms hereof.

Section 5. The Applicants 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 January 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

ACKNOWLEDGMENT BY APPLICANTS/OWNERS OF RECORD: WE, THE UNDERSIGNED AUTHORIZED REPRESENTATIVES, AGREE TO THE CONDITIONS OF THIS ORDINANCE:

Leonardo Scocuzza

Calogero Settecase

Dated: _____

Dated: _____

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

ORDINANCE

NUMBER 1213-Z- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE
TO ALLOW A SECONDHAND STORE USE AND A DRIVE-IN ESTABLISHMENT
USE
WITHIN THE C-2-1 COMMUNITY SHOPPING DISTRICT
(ZBA 12-23: 10205 W. GRAND AVENUE)**

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

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

ORDINANCE NUMBER 1213-Z- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE
TO ALLOW A SECONDHAND STORE USE AND A DRIVE-IN ESTABLISHMENT
USE
WITHIN THE C-2-1 COMMUNITY SHOPPING DISTRICT
(ZBA 12-23: 10205 W. GRAND AVENUE)**

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

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

WHEREAS, a conditional use application, ZBA 12-23, has been submitted to the Village by TVI, Inc. (Saver's) and AVG Partners I, LLC (the "*Applicants*") to allow within the C-2-1 Community Shopping District the operation of a Secondhand Store use and a Drive-In Establishment use (the "*Proposed Conditional Uses*") on the property commonly known as 10205 W. Grand Avenue, Franklin Park, Illinois (the "*Property*"); and

WHEREAS, the Zoning Board of Appeals held a public hearing on December 12, 2013 on whether the Proposed Conditional Uses 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 public hearing dates; and

WHEREAS, the Zoning Board of Appeals has filed its findings of fact and recommendations that the Proposed Conditional Uses 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 Uses 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 Uses as follows:

1. The establishment, maintenance or operation of the Proposed Conditional Uses, 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 Uses, 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 Uses, 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 Uses, subject to the conditions set forth herein, 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 Uses are already in place at the Property;
6. Ingress and egress for the Proposed Conditional Uses, subject to the conditions set forth herein, shall minimally affect traffic congestion in the public streets;
7. The Proposed Conditional Uses shall, in all other respects, conform to the applicable regulations of the C-2-1 Community Shopping District.

Section 4. Conditional Uses, subject to the conditions set forth below, is hereby granted and issued for the operation of a Secondhand Store use and a Drive-In Establishment use in the C-2-1 Community Shopping District located at 10205 West Grand Avenue, Franklin Park, Illinois, and which is included within the following legal description:

PARCEL I: LOT 4 IN GRAND PARK SHOPPING CENTER SUBDIVISION, BEING A PART OF THE WEST HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1974 AS DOCUMENT 22712620, IN COOK COUNTY, ILLINOIS.

PARCEL II: NON-EXCLUSIVE EASEMENT AS CREATED ON THE PLAT OF GRAND PARK SHOPPING CENTER SUBDIVISION RECORDED MAY 9, 1974 AS DOCUMENT 22712620, FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES (EXCEPT THAT PART OF SAID EASEMENT LYING IN LOT 4 IN GRAND PARK SHOPPING CENTER), BEING PART OF THE WEST HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL III: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED PURSUANT TO THAT CERTAIN AGREEMENT FOR EASEMENT AND OTHER MATTERS DATED MAY 28, 1974 AND RECORDED AS DOCUMENT 22739740, FOR INGRESS AND EGRESS TO AND FROM PARCEL I AND FOR OTHER PURPOSES OVER AND ACROSS THE NORTH 66 FEET OF

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

These conditional uses are subject to the following conditions:

1. That donation drop-offs during non-business hours is strictly prohibited and Applicants shall erect signage in reasonably conspicuous areas on the Property to notify the public of said restriction;
2. That the operation of the Conditional Uses on the Property shall substantially conform to the Plans, which were submitted as part of the record and are attached hereto as Exhibit A;
3. That after-hour drop-off bins are strictly prohibited on the Property;
4. That the use of the Property complies with all other codes and ordinances of the Village of Franklin Park;
5. That this conditional use permit shall be limited to TVI, Inc. (Saver's) and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Franklin Park Zoning Ordinance; and
6. This Ordinance shall be signed by the Applicant and owner of record to signify their agreement to the terms hereof.

Section 5. The Applicants 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.

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

EXHIBIT A

Plans

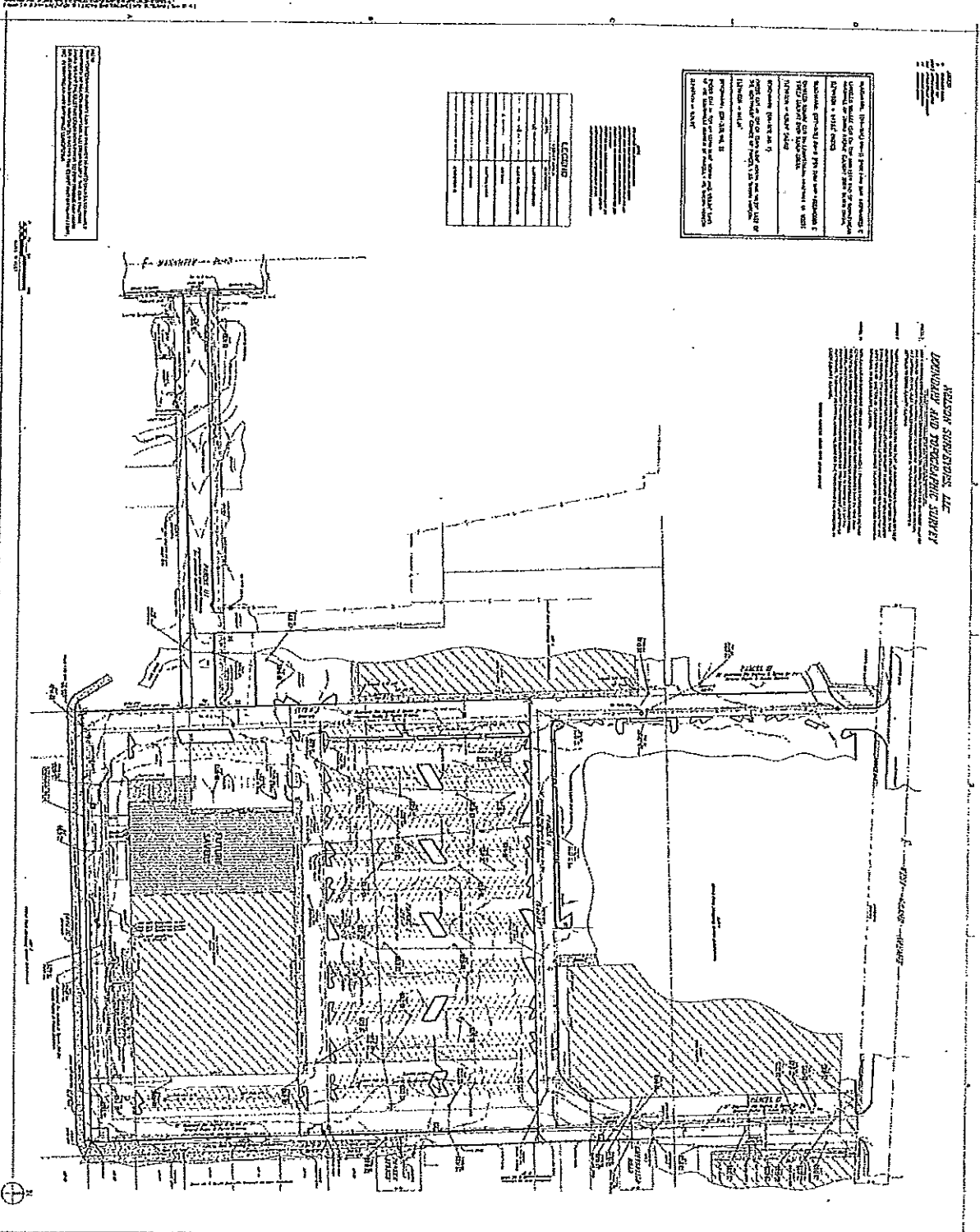
ACKNOWLEDGMENT BY APPLICANT AND OWNER OF RECORD: WE, THE UNDERSIGNED AUTHORIZED REPRESENTATIVES, AGREE TO THE CONDITIONS OF THIS ORDINANCE:

TVI, Inc. (Saver's)

AVG Partners I, LLC

Dated: _____

Dated: _____



REVISION SUBMITTALS, ETC.
REVISIONS AND TYPING SURVEY

1. All dimensions shall be in feet and inches, rounded to the nearest 1/8 inch. Dimensions shall be given to the center of lines unless otherwise noted.

2. All dimensions shall be given to the center of lines unless otherwise noted.

3. All dimensions shall be given to the center of lines unless otherwise noted.

4. All dimensions shall be given to the center of lines unless otherwise noted.

5. All dimensions shall be given to the center of lines unless otherwise noted.

1. All dimensions shall be in feet and inches, rounded to the nearest 1/8 inch. Dimensions shall be given to the center of lines unless otherwise noted.

2. All dimensions shall be given to the center of lines unless otherwise noted.

3. All dimensions shall be given to the center of lines unless otherwise noted.

4. All dimensions shall be given to the center of lines unless otherwise noted.

5. All dimensions shall be given to the center of lines unless otherwise noted.

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08-08-2012
2	ISSUED FOR PERMITS	08-08-2012
3	ISSUED FOR PERMITS	08-08-2012
4	ISSUED FOR PERMITS	08-08-2012
5	ISSUED FOR PERMITS	08-08-2012
6	ISSUED FOR PERMITS	08-08-2012
7	ISSUED FOR PERMITS	08-08-2012
8	ISSUED FOR PERMITS	08-08-2012
9	ISSUED FOR PERMITS	08-08-2012
10	ISSUED FOR PERMITS	08-08-2012

1. All dimensions shall be in feet and inches, rounded to the nearest 1/8 inch. Dimensions shall be given to the center of lines unless otherwise noted.

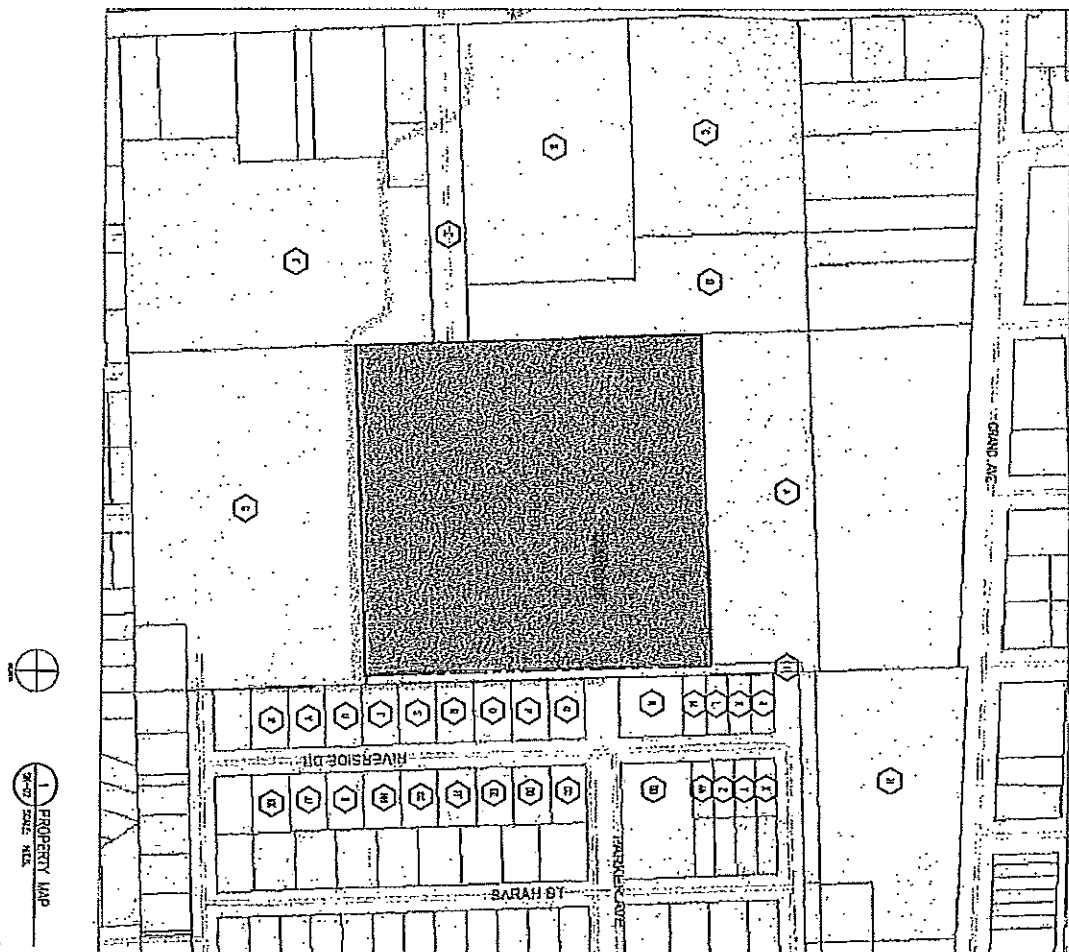
2. All dimensions shall be given to the center of lines unless otherwise noted.

3. All dimensions shall be given to the center of lines unless otherwise noted.

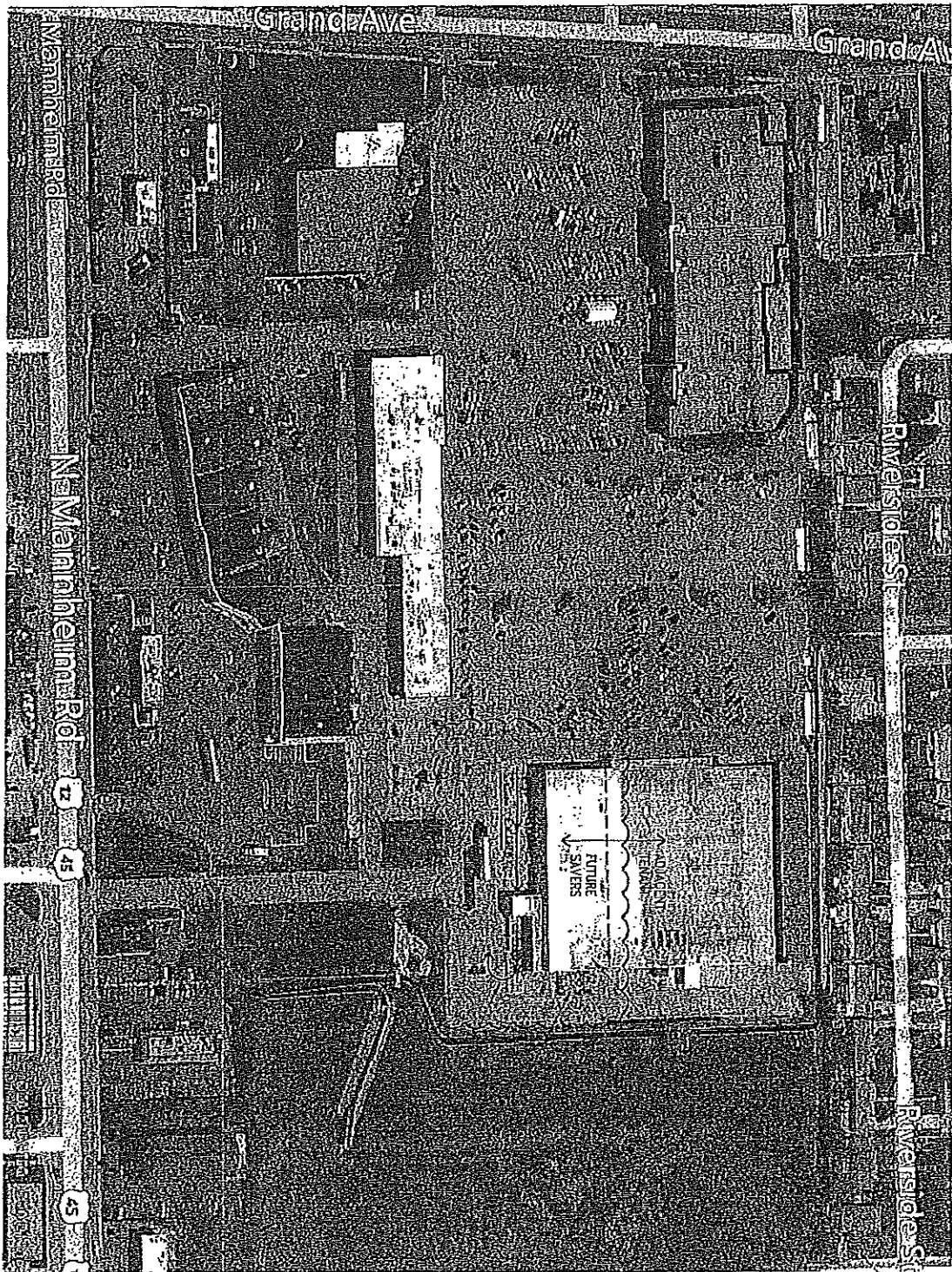
4. All dimensions shall be given to the center of lines unless otherwise noted.

5. All dimensions shall be given to the center of lines unless otherwise noted.

<p>SHOVELATORY 1111 W. Peachtree St., Suite 200 Atlanta, GA 30309 Phone: 404.525.4000</p>	<p>DO LOTS TENANT BUILDOUT GROUND PAVES</p>
	<p>GENERAL DISTRICT CONDITIONS</p>



- 1 ADDRESS: 10243 W. GRAND AVE
OWNER: ADERSONS PROP TAX
BOX ID 83726
- 2 ADDRESS: 10200 W. GRAND AVE
OWNER: NATHO J PAUL
11199 W 12400 STREET
PLOS PK, IL 60044-1594
- 3 ADDRESS: 2746 N. WANNEN RD
OWNER: PAUL SIVOS
592 N BANK LANE P33
LANE FOREST, IL 60045-5303
- 4 ADDRESS: 2717 N. WANNEN RD
OWNER: PAUL SIVOS
592 N BANK LANE P33
LANE FOREST, IL 60045-5303
- 5 ADDRESS: 2737 WANNEN RD
OWNER: AG PARKERS LTD
593 WINDRE RD 710
BIRDAI HILLS, ON 90212-2507
- 6 ADDRESS: 2660 LINCOLN STREET
OWNER: N/A
- 7 ADDRESS: 2501 GEORGE STREET
OWNER: N/A
- 8 ADDRESS: 10135 W. GRAND AVE
OWNER: PO BOX 413
BENHURST, IL 60011-1115
- 9 ADDRESS: 10203 RIVERSIDE DR
OWNER: LUDY & CO INC
5400 W. W. IL 60015-5802
- 10 ADDRESS: 2732 RIVERSIDE DR
OWNER: ANTHONY PANGEL
FRANKLIN PARK, IL 60131
- 11 ADDRESS: 2729 RIVERSIDE DR
OWNER: MARGA C GILBERTZ
2720 N RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 12 ADDRESS: 2728 RIVERSIDE DR
OWNER: JAMES AKALUS
FRANKLIN PARK, IL 60131
- 13 ADDRESS: 2725 RIVERSIDE DR
OWNER: OCTAVIO CORDEIRO
FRANKLIN PARK, IL 60131
- 14 ADDRESS: 2724 RIVERSIDE DR
OWNER: WILLIAMWANDA DUDON JR
FRANKLIN PARK, IL 60131
- 15 ADDRESS: 2720 RIVERSIDE DR
OWNER: JOSE ALVAREZ
FRANKLIN PARK, IL 60131-3134
- 16 ADDRESS: 2704 RIVERSIDE DR
OWNER: ANTHONY J FREDHOFF
2704 RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 17 ADDRESS: 2700 RIVERSIDE DR
OWNER: RUSSELL J LYONS
2700 RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 18 ADDRESS: 2646 RIVERSIDE DR
OWNER: MARCEY KOLBYDA
2646 N RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 19 ADDRESS: 2642 RIVERSIDE DR
OWNER: CAROLINA WIGEN
2642 N RIVERSIDE ST
FRANKLIN PARK, IL 60131
- 20 ADDRESS: 2636 RIVERSIDE DR
OWNER: ADRIAN & PAUL AMM
2636 RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 21 ADDRESS: 2630 RIVERSIDE DR
OWNER: MICHAEL SAVINO
2630 N RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 22 ADDRESS: 2626 RIVERSIDE DR
OWNER: D BAKER
2626 RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 23 ADDRESS: 2620 RIVERSIDE DR
OWNER: JAMES J BENDER
2620 RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 24 ADDRESS: 2627 RIVERSIDE DR
OWNER: NICOLA HODOSCHKA
2627 RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 25 ADDRESS: 2705 RIVERSIDE DR
OWNER: JESUS CORRALDO
2705 RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 26 ADDRESS: 2701 RIVERSIDE DR
OWNER: A RABO & O STRANESCU
2701 RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 27 ADDRESS: 2647 RIVERSIDE DR
OWNER: LORIAN COLTARI
2647 N RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 28 ADDRESS: 2643 RIVERSIDE DR
OWNER: JAMES & M STRAZ
2643 N RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 29 ADDRESS: 2627 RIVERSIDE DR
OWNER: H GRADOK
2627 RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 30 ADDRESS: 2621 RIVERSIDE DR
OWNER: CHRISTOPHER ANDRES
2621 RIVERSIDE DR
FRANKLIN PARK, IL 60131
- 31 ADDRESS: 2627 RIVERSIDE DR
OWNER: LOPEZ ROGERS
2627 RIVERSIDE DR
FRANKLIN PARK, IL 60131



1 SITE AERIAL
SCALE 1" = 200' N.T.S.

LOCATION OF FUTURE SAVERS
10205 GRAND AVE
FRANKLIN PARK, IL 60131

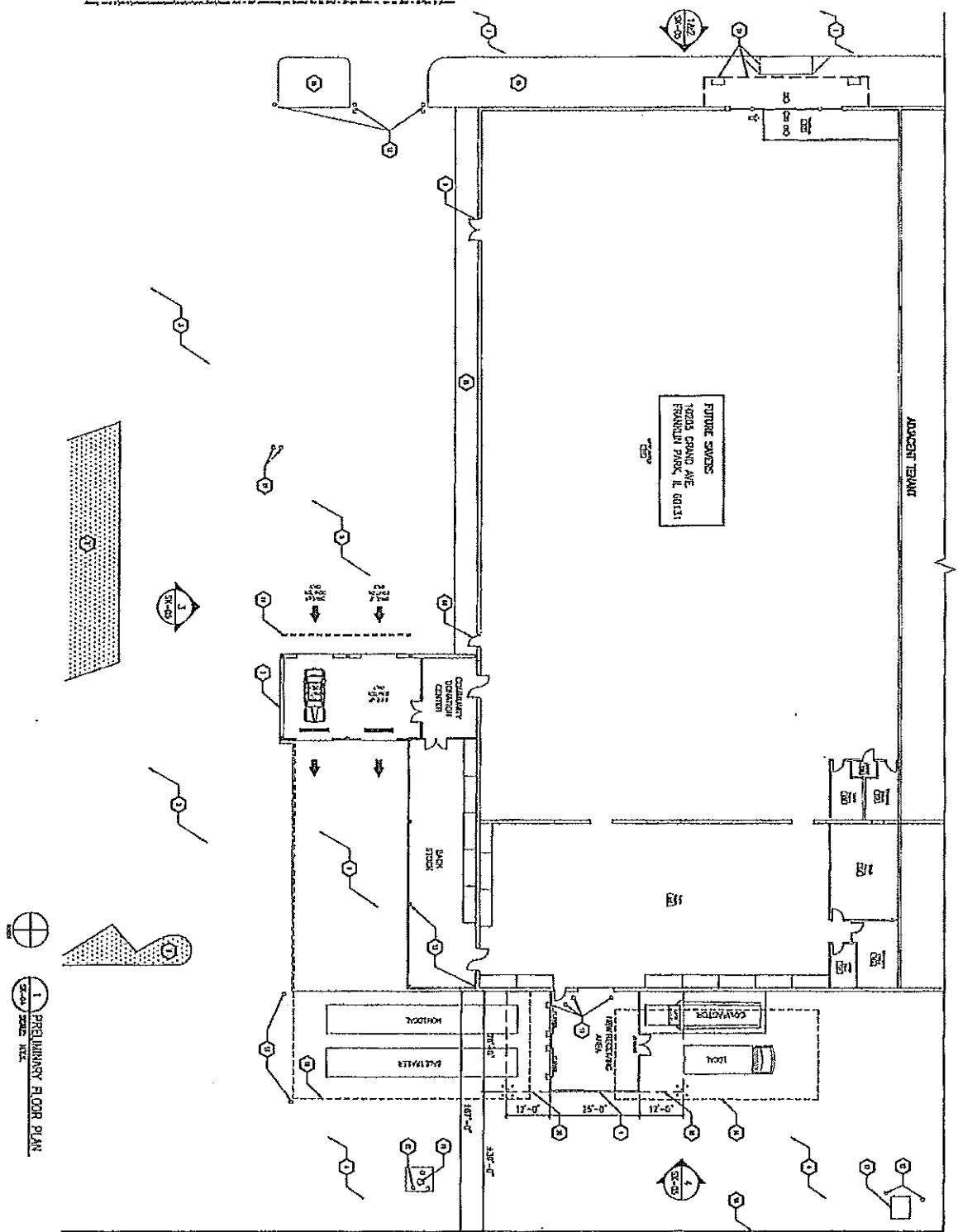
PROPERTY ZONING:
C-2-1 COMMUNITY SHOPPING

LEGAL DESCRIPTION:
LOT 4, IN GRAND PARK
SHOPPING CENTER SUBDIVISION,
BEING A PART OF THE WEST
HALF OF SECTION 28, TOWNSHIP
40 NORTH, RANGE 12, EAST OF
THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT
THEREOF RECORDED MAY 9,
1974 AS DOCUMENT NUMBER
22712820, IN COOK COUNTY,
ILLINOIS

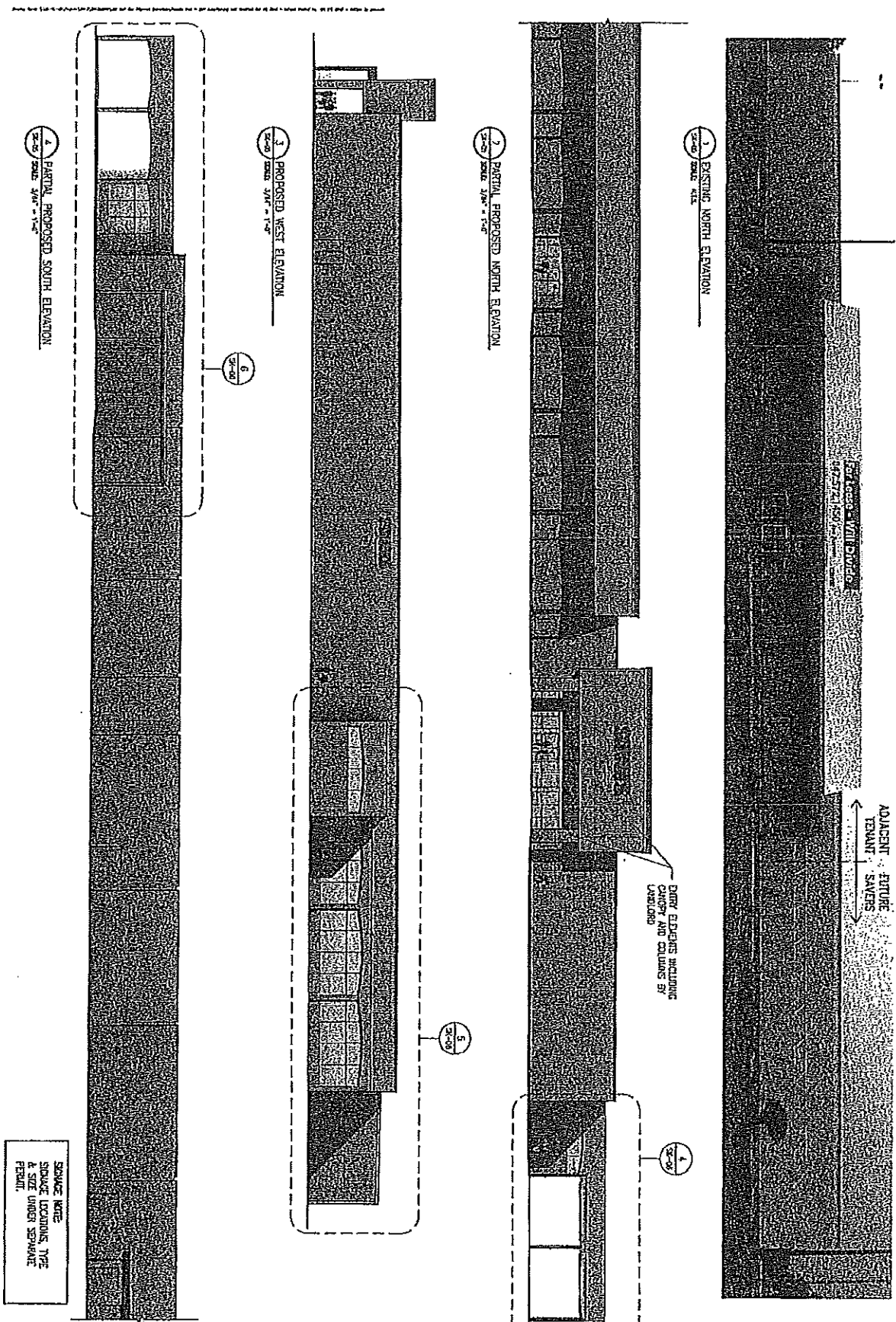
PI#: 12-28-300-028-0000
OWNER: AN PARTNERS 1, LLC
9595 WILSHIRE BLVD
SUITE 710
BEVERLY HILLS, CA 90212

LOCATION OF PROPOSED
ENCLOSED RECEIVING AREA

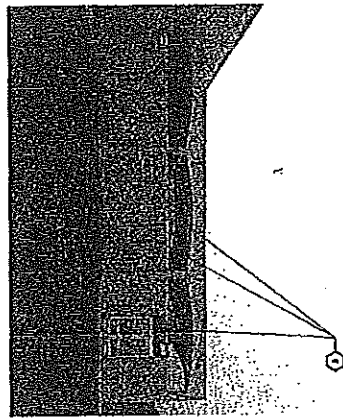
PROPOSED CDC (COMMUNITY
DIVISION CENTER) DROP-OFF
CIRCULATION



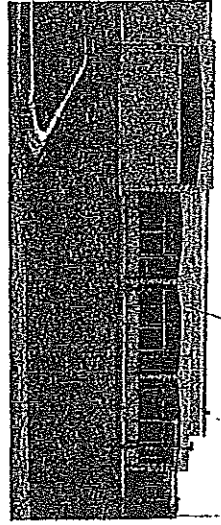
- 1 PROPOSED DISCLOSED SCENING AREA
- 2 EXISTING BUILDING STRUCTURE TO BE REPAIR FOR DOOR-TURN DOOR OFF
- 3 EXISTING ASPHALT/ VEHICLE CIRCULATION
- 4 EXISTING ASPHALT/ SERVICE ALLEY
- 5 EXISTING ASPHALT TO BE REPAIRED/ REPAIRED OR REPAIRED AS REQUIRED
- 6 EXISTING CONCRETE PAVEMENT TO BE REPAIRED/REINSTALLED OR REPAIRS AS REQUIRED
- 7 EXISTING GREEN AREA
- 8 EXISTING VEGETATED ISLAND
- 9 EXISTING DOOR TO REMAIN
- 10 EXISTING CHAIN LINK FENCE TO BE REPAIRED
- 11 EXISTING BOLLARDS TO BE REPAIRED
- 12 EXISTING BOLLARDS TO REMAIN
- 13 EXISTING STRUCTURE TO REPAIR
- 14 PROPOSED EXPRESS DOOR
- 15 EXISTING SIDEWALK
- 16 EXISTING HYDRANT
- 17 EXISTING TRANSFORMER
- 18 EXISTING TRASH ENCLOSURE
- 19 EXISTING BAR AND POSTS
- 20 PROPOSED CANOPY OVERHEAD
- 21 LAND ENTRY, COLLARS & RAMP BY LANDSCAPE



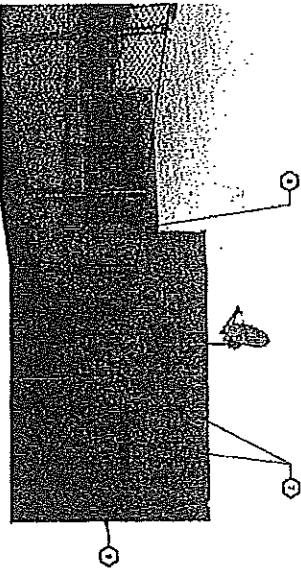
SERVICE NOTE
 STORAGE LOCATIONS, TYPE
 & SIZE UNDER SEWERAGE
 PERMIT.



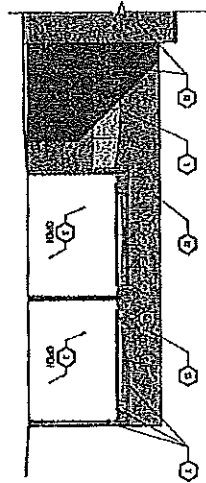
1 EXISTING NORTH ELEVATION
Scale: 1/8" = 1'-0"



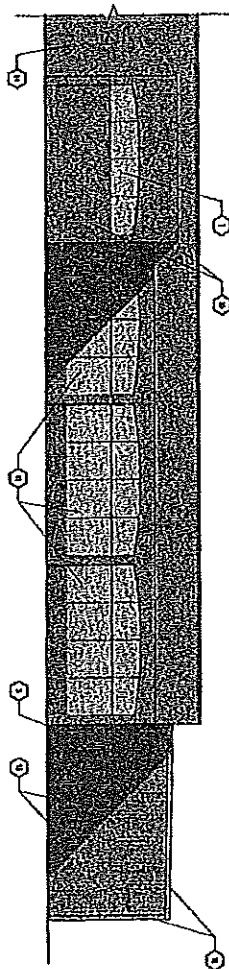
2 EXISTING WEST ELEVATION
Scale: 1/8" = 1'-0"



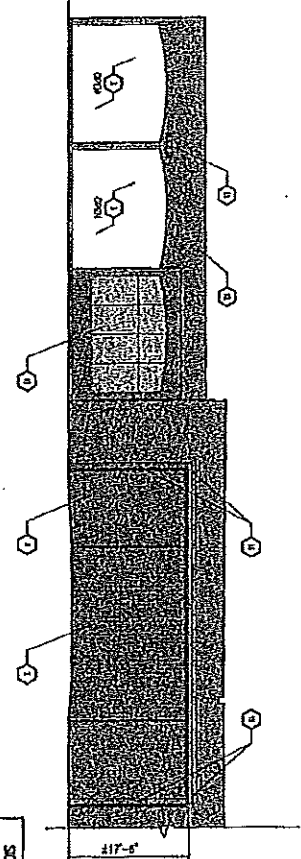
3 EXISTING SOUTH ELEVATION
Scale: 1/8" = 1'-0"



4 PROPOSED DRIVE-THRU (NORTH ELEVATION)
Scale: 1/8" = 1'-0"



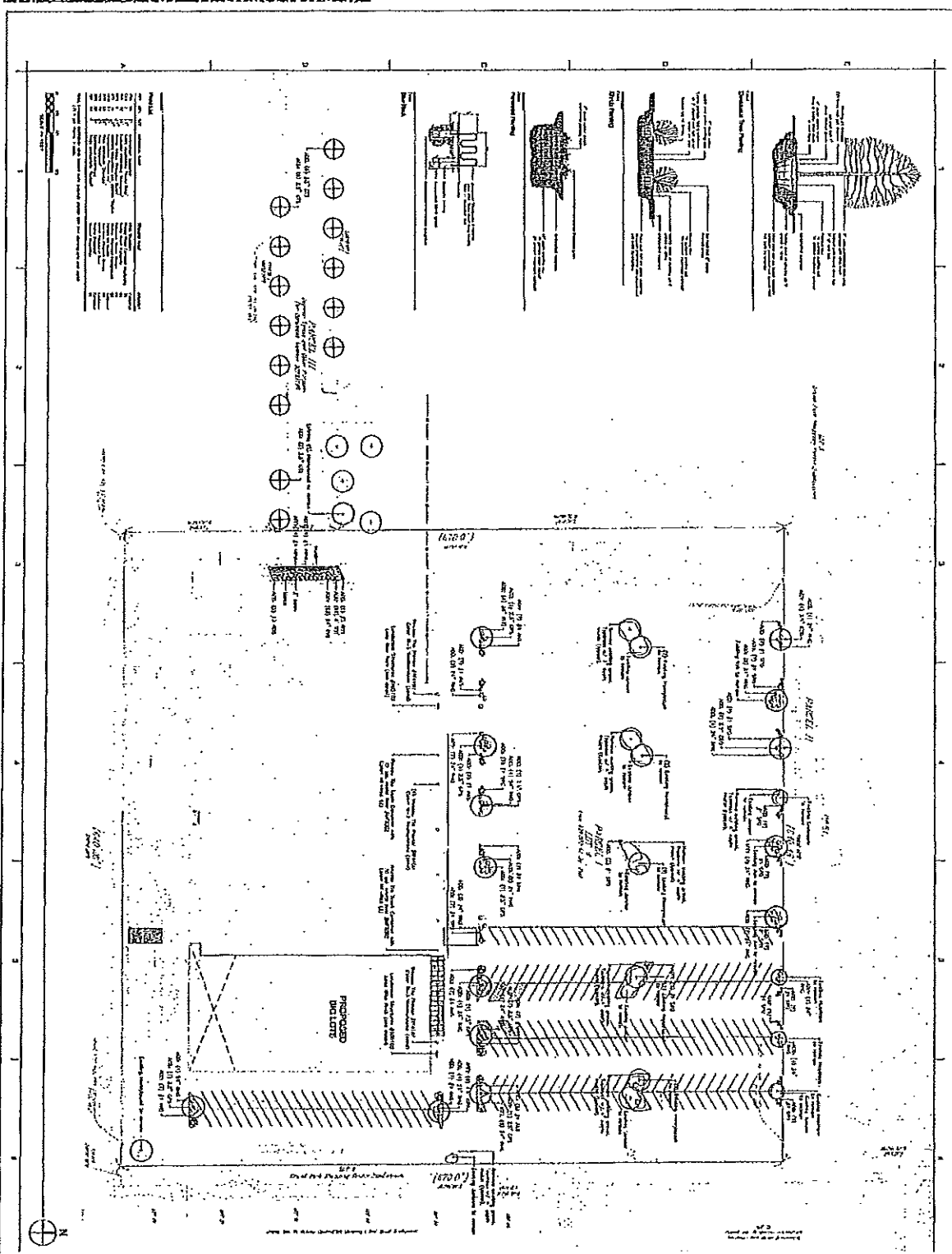
5 PROPOSED DRIVE-THRU & RECEIVING (WEST ELEVATION)
Scale: 1/8" = 1'-0"



6 PROPOSED DRIVE-THRU & RECEIVING (SOUTH ELEVATION)
Scale: 1/8" = 1'-0"

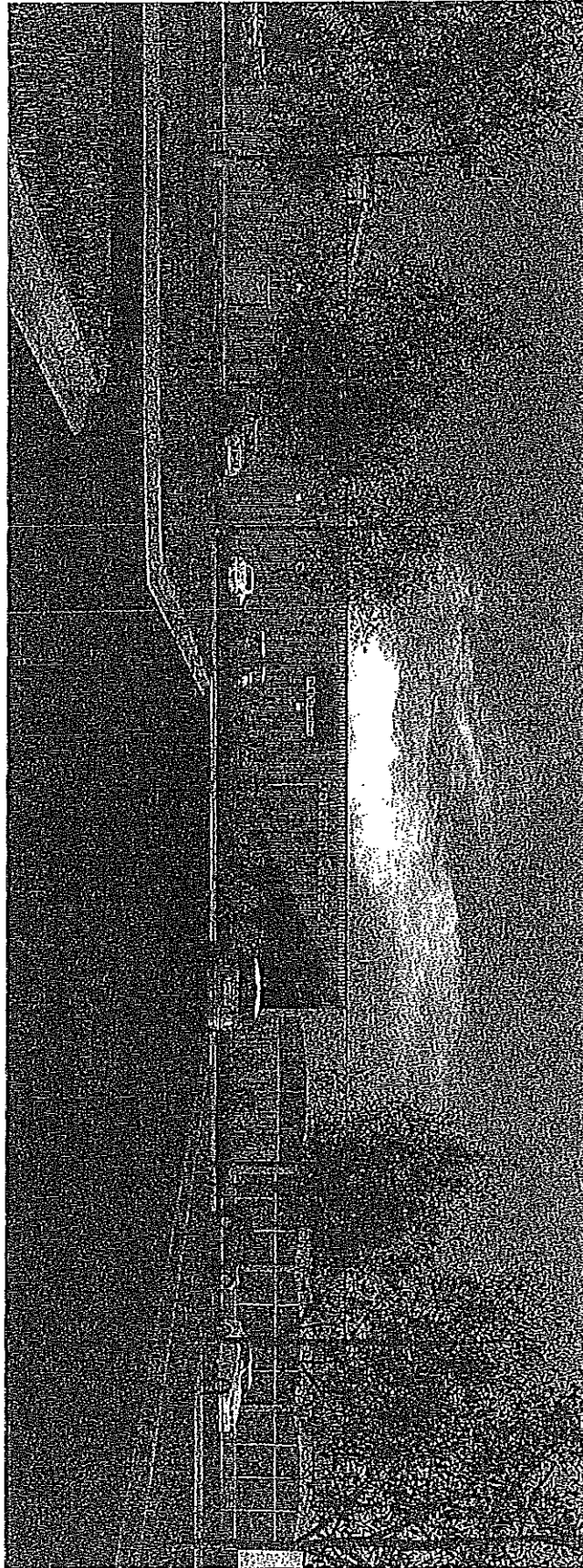
- 1 EXISTING ROOFING AND STRUCTURE TO REMAIN
- 2 PROPOSED HEADACHE BAR AND POSTS
- 3 OPEN BAIT-THEFT
- 4 EXISTING MASONRY WALL
- 5 PROPOSED RECEIVING AREA ADDITION, METAL PANEL CLADDING PAINTED TO MATCH EXISTING BUILDING
- 6 EXISTING GLAZING, MASONRY AND DOOR TO BE DEMOLISHED
- 7 EXISTING DOORS TO REMAIN
- 8 EXISTING FENCE TO BE REMOVED
- 9 EXISTING BEAMS TO BE RETAINED
- 10 EXISTING VERTICAL SPLIT FACE FLUTED MASONRY TO REMAIN
- 11 EXISTING GABLE CENTER CLADDING TO BE BRICKED WITH METAL PANEL, EXTERIOR TO BE DETERMINED
- 12 PROPOSED METALLIC HEIGHT INCREASE TO PERMIT TO ACCOMMODATE SIGNALS
- 13 PROPOSED OVERHEAD DOORS
- 14 PROPOSED EXPRESS DOOR
- 15 PROPOSED STORAGE (PRELIMINARY)
- 16 PROPOSED CANTY AND COLUMNS

SCALE NOTE:
SCALE LOCATIONS, TYPE & SIZE UNDER SEPARATE FURNISH.



<p>SHIVE-HATTERY</p> <p>1000 WEST DUNN AVENUE FRANKLIN PARK, ILLINOIS 60131</p> <p>Phone: (708) 440-1100 Fax: (708) 440-1101</p>	<p>BIG LOTS</p> <p>TELEANT BUILDOUT</p> <p>GROUND PLAZA</p>
	<p>1000 WEST DUNN AVENUE</p> <p>FRANKLIN PARK, ILLINOIS</p>
<p>KEY PLAN</p> <p>DATE: 11/09/2012</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>DESIGNED: [Signature]</p> <p>SCALE: AS SHOWN</p> <p>INDICATED: [Signature]</p>	<p>L10</p> <p>LANDSCAPE PLAN</p>

1 PROPOSED PERSPECTIVE
5/14/12 2012 MS

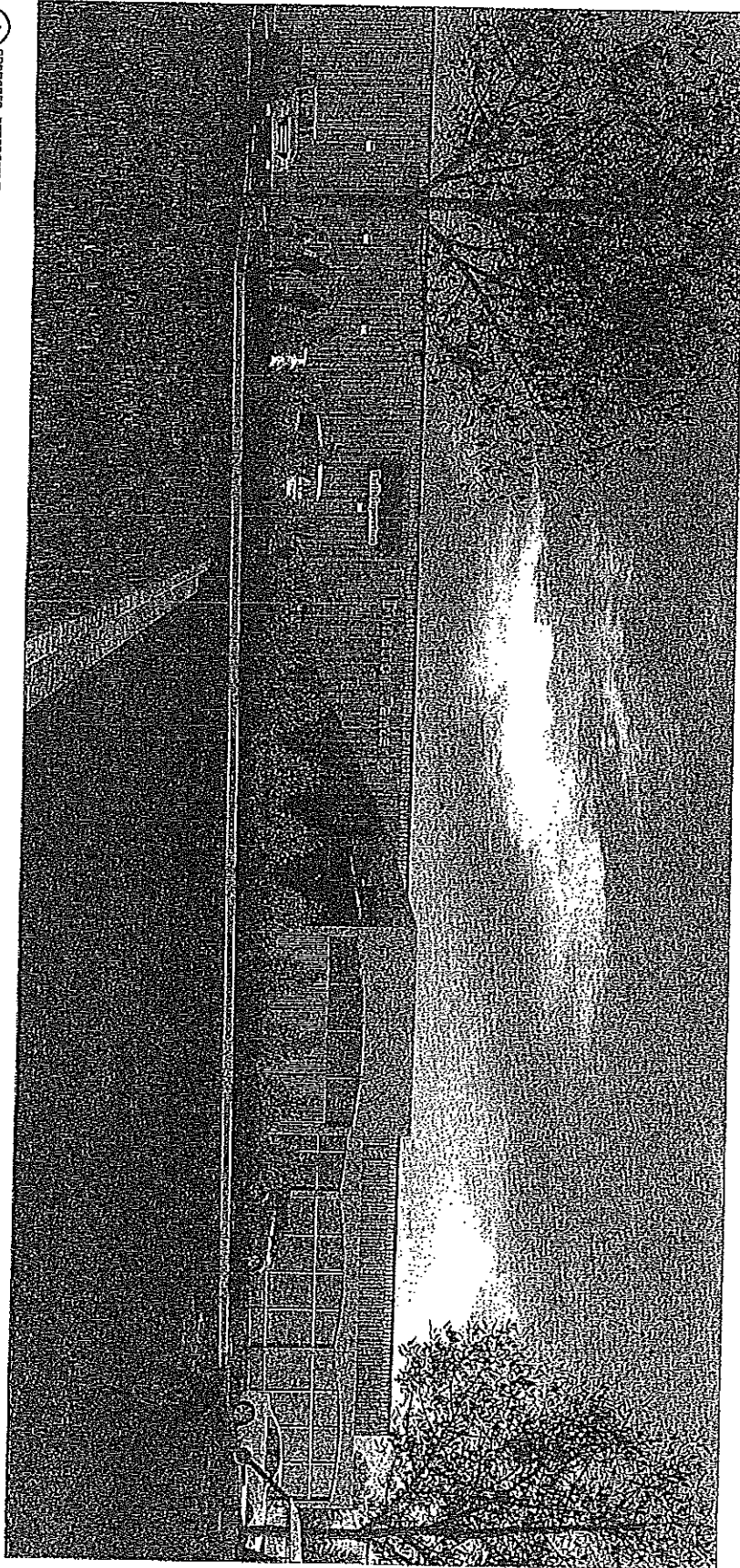


GreenbergFarrow
1433 W. Franklin St., 6th Fl. 220
Franklin, IA, 50121
C 515 851 1300 F 515 851 3362

SAVERS - FRANKLIN PARK	PROJECT NAME	DRAWING NUMBER
20120384.0	PROJECT NUMBER	SK-08
PERSPECTIVE	DRAWING TITLE	8 of 9
		11-08-2012

1

PROPOSED PERSPECTIVE



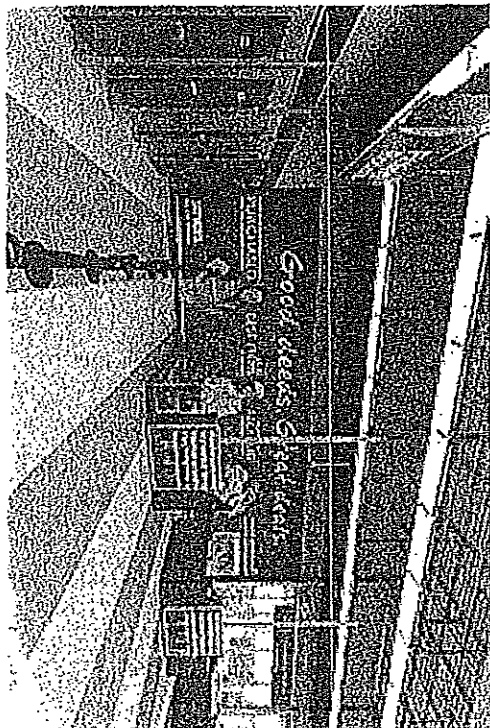
GreenbergFarrow
1030 W. Peachtree St., Suite 700
Atlanta, GA 30325
t 404.851.4200 f 404.801.3700

SAVERS - FRANKLIN PARK	PROJECT NAME	DRAWING NUMBER
20120384.0	PROJECT NUMBER	SK-09
PERSPECTIVE	DRAWING TITLE	9 OF 9
		11-09-2012

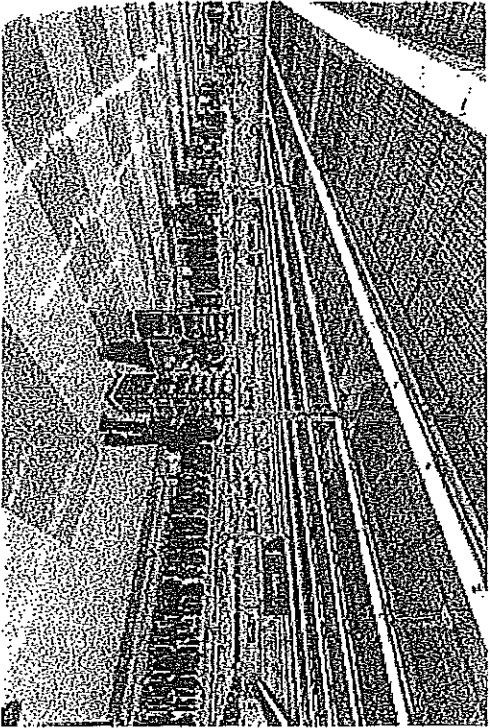
Savers - Naperville, Illinois



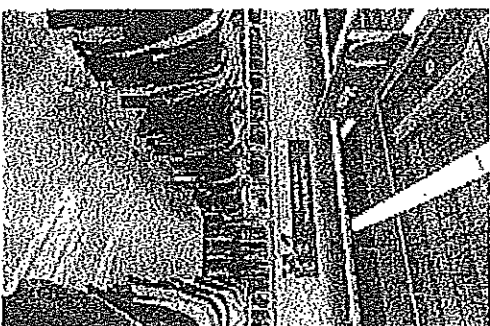
Naperville - 17.jpg



Naperville - 18.jpg



Naperville - 19.jpg



Naperville - 20.jpg

All Images Copyright Rick Brazil Photography 2011

Exhibit A-2

GreenbergFarrow
1401 W. Peachtree St., Suite 200
Atlanta, GA 30329
P 404.077.4000 F 404.077.3000

BUILDING & SITE IMPROVEMENTS
10205 WEST GRAND AVENUE
FRANKLIN PARK, IL 60131

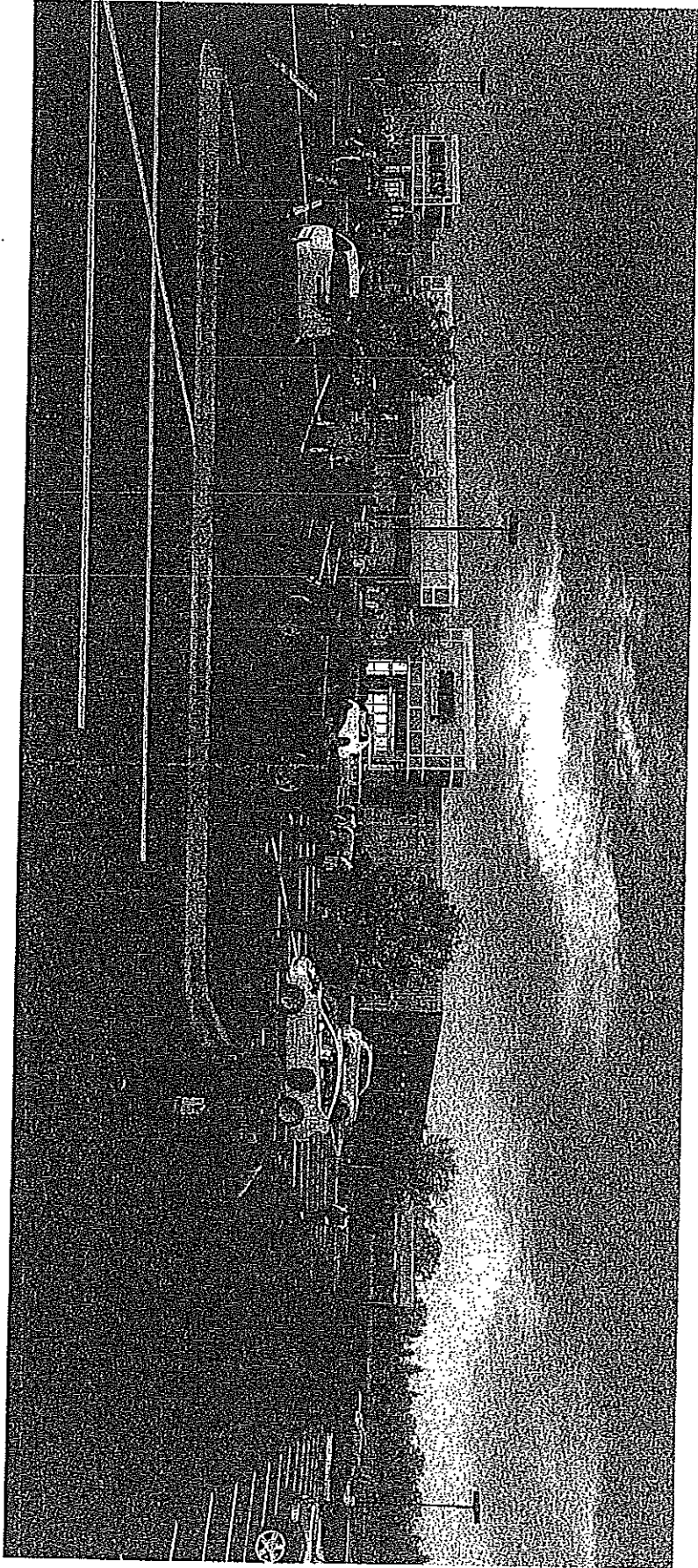


Exhibit A-1

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

ORDINANCE

NUMBER 1213-Z- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE
TO ALLOW AN AUTOMOBILE/MOTOR VEHICLE REPAIR USE
IN THE C-M COMMERCIAL MANUFACTURING DISTRICT
(ZBA 12-25: 9890-94 FRANKLIN AVENUE)**

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

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

ORDINANCE NUMBER 1213-Z- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE
TO ALLOW AN AUTOMOBILE/MOTOR VEHICLE REPAIR USE
IN THE C-M COMMERCIAL MANUFACTURING DISTRICT
(ZBA 12-25: 9890-94 FRANKLIN AVENUE)**

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

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

WHEREAS, a conditional use application, ZBA 12-22, has been submitted to the Village by Daniel Iotzen and Paul Goldstein Trust (the "*Applicants*") to allow within the C-M Commercial Manufacturing District the operation of an Automobile/Motor Vehicle Repair use (the "*Proposed Conditional Use*") on the property commonly known as 9890-94 Franklin Avenue, Franklin Park, Illinois (the "*Property*"); and

WHEREAS, the Zoning Board of Appeals held a public hearing on December 19, 2012 on whether the Proposed Conditional Use should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing dates; and

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

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

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

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

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

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

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

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

Section 4. A Conditional Use, subject to the conditions set forth below, is hereby granted and issued for the operation of an Automobile/Motor Vehicle Repair use in the C-M Commercial Manufacturing District located at 9890-94 Franklin Avenue, Franklin Park, Illinois, and legally described as follows:

SEE EXHIBIT A ATTACHED HERETO.

These conditional use permits are subject to the following conditions:

1. That all vehicles being repaired or stored, as well as all materials, shall be kept and stored, at all times, within the interior of the primary structure, all exterior storage being strictly prohibited;
2. That any exterior area utilized for employee parking be improved with either asphalt, concrete or brick pavers;
3. That the Conditional Use be limited to the area designated on the Plat of Survey that was made part of the record at the December 19, 2012 hearing;
4. That the use of the Property complies with all other codes and ordinances of the Village of Franklin Park;
5. That this conditional use permit shall be limited to Daniel Iotzen and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Franklin Park Zoning Ordinance; and
6. This Ordinance shall be signed by the Applicants to signify their agreement to the

terms hereof.

Section 5. The Applicants 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 January 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

EXHIBIT A

Legal Description

Parcel 1: LOTS 1 TO 24 INCLUSIVE IN BLOCK 6 IN THE THIRD ADDITION TO FRANKLIN PARK IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Parcel 2: THE 16.00 FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOTS 1 TO 24 INCLUSIVE AND SOUTH OF AND ADJOINING LOT "F" IN BLOCK 16 AFORESAID IN COOK COUNTY, ILLINOIS.

Parcel 3: LOTS 1, 2 AND THE EAST ½ OF LOT 3 IN BLOCK 51 OF THE THIRD ADDITION TO FRANKLIN PARK SITUATED IN THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN OF COOK COUNTY, ILLINOIS.

Parcel 4: THE 16.00 FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOTS 1, 2 AND THE EAST ½ OF LOT IN BLOCK 51 AFORESAID IN COOK COUNTY, ILLINOIS.

Parcel 5: THE SOUTHWESTERLY 36.00 FEET OF LOT "F" IN BLOCK 16 IN THIRD ADDITION TO FRANKLIN PARK IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN OF COOK COUNTY, ILLINOIS.

ACKNOWLEDGMENT BY APPLICANTS/OWNERS OF RECORD: WE, THE UNDERSIGNED AUTHORIZED REPRESENTATIVES, AGREE TO THE CONDITIONS OF THIS ORDINANCE:

Daniel Iotzen

Paul Goldstein Trust

Dated: _____

Dated: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1213-Z- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE
TO ALLOW A RESTAURANT USE
IN THE C-2-1 COMMUNITY SHOPPING DISTRICT
(ZBA 12-26: 10215 W. GRAND AVE.)**

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

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

ORDINANCE NUMBER 1213-Z- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE
TO ALLOW A RESTAURANT USE
IN THE C-2-1 COMMUNITY SHOPPING DISTRICT
(ZBA 12-26: 10215 W. GRAND AVE.)**

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

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

WHEREAS, a conditional use application, ZBA 12-26, has been submitted to the Village by Illinois Café & Service Co. (the "*Applicant*") to allow within the C-2-1 Community Shopping District the operation of a Restaurant use (the "*Proposed Conditional Use*") on the property commonly known as 10215 W. Grand Ave., Franklin Park, Illinois (the "*Property*"); and

WHEREAS, the Zoning Board of Appeals held a public hearing on December 19, 2012 on whether the Proposed Conditional Use should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing dates; 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, subject to the conditions set forth herein, will not affect the exterior architectural appeal and functional plan of structures already

constructed as to cause a substantial depreciation in property values within the neighborhood as the proposed plans will be an improvement upon the existing structure;

5. Adequate utilities, access roads, drainage and necessary facilities for the Proposed Conditional Use are already in place at the Property;
6. Ingress and egress for the Proposed Conditional Use, subject to the conditions set forth herein, shall minimally affect traffic congestion in the public streets;
7. The Proposed Conditional Use shall, in all other respects, conform to the applicable regulations of the C-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 a Restaurant use in the C-2-1 Community Shopping District located at 10215 W. Grand Avenue, Franklin Park, Illinois, and which is included within the following legal description:

SEE EXHIBIT A ATTACHED HERETO.

This conditional use permit is subject to the following conditions:

1. That the hours of operation of the conditional use comply with Section 3-2-12 of the Village Code;
2. That the use of the Property complies with all other codes and ordinances of the Village of Franklin Park;
3. That this conditional use permit shall be limited to Illinois Café & Service Co. and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Franklin Park Zoning Ordinance; and
4. This Ordinance shall be signed by the Applicant and owner of record to signify their agreement to the terms hereof.

Section 5. The Applicants 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 January 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2013.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

EXHIBIT A

Legal Description

Parcel 1: LOT 5 IN GRAND PARK SHOPPING CENTER SUBDIVISION, BEING PART OF THE WEST ½ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1974 AS DOCUMENT NO. 22712620, IN COOK COUNTY, ILLINOIS.

Parcel 2: AN EASEMENT FOR THE BENEFIT OF THE ABOVE DESCRIBED PROPERTY CREATED PURSUANT TO THAT CERTAIN AGREEMENT FOR EASEMENT AND OTHER MATTERS DATED MAY 28, 1974 AND RECORDED AS DOCUMENT 22739740 FOR INGRESS AND EGRESS, TO AND FROM THE ABOVE DESCRIBED PROPERTY AND FOR OTHER PURPOSES OVER AND ACROSS THE NORTH 66 FEET OF THE SOUTHWEST ¼ OF THE NORTHWEST OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 3: AN EASEMENT FOR PARKING USE AND ENJOYMENT TO LOT 4 IN GRAND PARK SHOPPING CENTER SUBDIVISION, BEING PART OF THE WEST ½ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID EASEMENT CREATED BY CROSS EASEMENT AGREEMENT RECORDED JUNE 5, 1974 AS DOCUMENT NO. 22739739, IN COOK COUNTY, ILLINOIS.

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

Illinois Café & Service Co.

Owner of Record

Dated: _____

Dated: _____