

**VILLAGE OF FRANKLIN PARK
VOUCHER AND PAYMENT SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
03/04/13**

Payroll Ending	02/23/13	
Village Portion of Social Security	8,357.74	
Village Portion of Medicare	5,242.92	
Prior Month Village Portion of IMRF	57,077.20	
Gross Payroll	506,782.50	
Special Payrolls		
Total Payroll Expense		\$ 577,460.36
Garra Expense		\$0.00
Manual Checks & Wires		
Manual Checks	1,622.74	
BERGER EXCAVATING CONTRACTOR	53,761.50	
Total Manual Checks & Wires		55,384.24
ACH Debits		
Health Insurance Premium	188,834.63	
Other		
Total ACH Debits		\$188,834.63
Total Voucher	1,271,676.58	\$1,271,676.58
Grand Total Payments		\$2,093,355.81

Accounts Payable

Computer Check Proof List

User: tgols
 Printed: 02/28/2013 - 2:28 PM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1260 54408/1	Ace Hardware PAINT, MEASURING WHEEL Check Total:	90.89 90.89	03/08/2013	Check Sequence: 1 34-01-62590	ACH Enabled: No
Vendor:1263 54411/1 54536/1 54777/1	Ace Hardware FASTNERS (12) KEY SCHLAGE (2) CORNER BRACE AT VILLAGE HALL Check Total:	5.28 3.98 4.99 14.25	03/08/2013 03/08/2013 03/08/2013	Check Sequence: 2 10-13-52600 10-13-52600 10-13-52600	ACH Enabled: No
Vendor:1264 54600/1	Ace Hardware CLAMPS FOR HAULING OBJECTS IN PLACE (4) Check Total:	67.96 67.96	03/08/2013	Check Sequence: 3 10-90-62600	ACH Enabled: No
Vendor:5341 31629.31-0213A	ADS LLC EMERGENCY LEAK DETECTION (2) Check Total:	450.00 450.00	03/08/2013	Check Sequence: 4 34-01-62860	ACH Enabled: No
Vendor:5278 36162	ADVENT SYSTEMS, INC. SOFTWARE SUPPORT Check Total:	500.00 500.00	03/08/2013	Check Sequence: 5 10-20-50700	ACH Enabled: No
Vendor:4590 3000221421FEB13 3000221476FEB13 3000221500FEB13	AEP Energy 1047039057 11201 TAFT 1/11-2/13 5228689026.9229 GRAND 1/17-2/19 2013 1513111004 9540 ADDISON 1/18-2/18 2013 Check Total:	48.95 248.10 8.55 305.60	03/08/2013 03/08/2013 03/08/2013	Check Sequence: 6 35-01-62800 35-01-62800 10-50-62330	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3576 9907007313	AIRGAS NORTH CENTRAL CYLINDER RENTAL (31 DAYS) Check Total:	44.75 44.75	03/08/2013	Check Sequence: 7 34-01-62860	ACH Enabled: No
Vendor:4690 02252013	ALBIN CARLSON NEW POLICE STATION Check Total:	46,771.50 46,771.50	03/08/2013	Check Sequence: 8 54-01-54000	ACH Enabled: No
Vendor:2605 FEBRUARY 2013	ALFRED G. RONAN, LTD. PROFESSIONAL SERVICES FEBRUARY 2013 Check Total:	3,500.00 3,500.00	03/08/2013	Check Sequence: 9 10-12-67560	ACH Enabled: No
Vendor:1943 02262013	ALUMITAL CORP NEW PD STATION Check Total:	32,256.00 32,256.00	03/08/2013	Check Sequence: 10 54-01-54000	ACH Enabled: No
Vendor:2017 166800	AMERICANEAGLE.COM MONTHLY FEE FOR HOSTING Check Total:	275.00 275.00	03/08/2013	Check Sequence: 11 10-02-54300	ACH Enabled: No
Vendor:5347 701-7971925 701-7971926 701-7980435 701-7980436 701-7988954	ARAMARK UNIFORM SERVICES RUBBER MATS AND SCRAPERS (7) RUBBER MATS AND SCRAPERS (9) RUBBER MATS AND SCRAPERS (7) RUBBER MATS AND SCRAPERS (9) RUBBER MATS AND SCRAPERS FEB 26,13 Check Total:	71.07 94.52 71.07 94.52 94.52 425.70	03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013	Check Sequence: 12 10-20-52600 10-13-52600 10-20-52600 10-13-52600 10-13-52600	ACH Enabled: No
Vendor:5242 708Z99267302 708Z99273102 708Z99295902 847671022102 847671035802 847671605702 847671780602 847R16127402 847R16134102 847Z97028902	AT&T MNTHLY STONE PARK CONF BRIDGE MNTHLY NORTHLAKE CONF BRIDGE MNTHLY MELROSE PK CONF BRIDGE MNTHLY VERIZON,VARIOUS DID &FAX LINES MNTHLY PRI CHARGES MNTHLY PD INVEST-DSL MNTHLY CLERK FAX &VH DSL MNTHLY VARIOUS DID &FAX LINES MNTHLY VERIZON,VARIOUS RADIO&FAX LINES MNTHLY VILLAGE T1 LINES	181.98 181.98 181.98 2,459.76 857.72 79.31 94.01 1,911.33 3,082.31 1,010.08	03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013	Check Sequence: 13 10-02-51200 10-02-51200 10-02-51200 10-02-51200 10-02-51200 10-02-51200 10-02-51200 10-02-51200 10-02-51200	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	10,040.46			
Vendor:0717 850021744JAN	AT&T LONG DISTANCE MNTHLY LONG DISTANCE Check Total:	201.08 201.08	03/08/2013	Check Sequence: 14 10-02-51200	ACH Enabled: No
Vendor:1272 FEB570169940001	AT&T TELECONFERENCE SVC. TELECONFERENCE BRIDGE Check Total:	5.25 5.25	03/08/2013	Check Sequence: 15 10-02-51200	ACH Enabled: No
Vendor:0469 37816 37817 37818 37819 37820 37821 37822 37823 37824 37825 37826 37827	B. HANEY & SONS REMOVE TREE @3328 WASHINGTON REMOVE TREE @2626 MAPLE REMOVE TREE @3115 ELDER REMOVE TREE @3610 EMERSON REMOVE TREE @9438 GAGE REMOVE TREE @3422 ELDER REMOVE TREE @9115 PARK REMOVE TREE @9120 CHERRY REMOVE TREE @9730 RICHARD REMOVE TREE @9734 RICHARD REMOVE TREE @3223 ERNST REMOVE TREE @9704 JOHANNA Check Total:	1,403.00 487.50 136.50 178.50 285.00 546.00 856.75 285.00 367.50 346.50 1,464.00 126.00 6,482.25	03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013	Check Sequence: 16 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	ACH Enabled: No
Vendor:3236 2046-140038 2046-140102 2046-140103 2046-140104 2046-140350	CARQUEST ATTN: LARRY HD EXHAUST FLEX TUBE FOR 225 (10) COUPLER FOR SHOP FORD BACKHOE POWER STEERING FLUID (2) FORD BACKHOE POWER STEERING FLUID (2) PLOW LIGHTS Check Total:	60.90 2.27 9.98 9.98 26.37 109.50	03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013	Check Sequence: 17 08-01-50090 08-01-50090 08-01-50035 08-01-50035 10-90-50100	ACH Enabled: No
Vendor:1895 Z037562	CDW Government, Inc. ADOBE DESIGN COMM DEV Check Total:	2,545.99 2,545.99	03/08/2013	Check Sequence: 18 10-02-54200	ACH Enabled: No
Vendor:1823 02262013	CERAMI CONSTRUCTION CO LTD NEW POLICE STATION	9,000.00	03/08/2013	Check Sequence: 19 54-01-54000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	9,000.00			
Vendor:2766 F7068	CERTIFIED FLEET SERVICES REPAIR WORK ON LADDER #2 Check Total:	397.29 397.29	03/08/2013	Check Sequence: 20 08-01-50030	ACH Enabled: No
Vendor:0968 109413	Christopher Burke Eng. Ltd. SILVER CREEK PROFILE EXHIBIT JAN1-26 Check Total:	1,233.92 1,233.92	03/08/2013	Check Sequence: 21 35-01-82800	ACH Enabled: No
Vendor:1420 412193 412225	CLARK DIETZ, INC. ASSET MANAGEMENT PLAN 1/1-1/25 2013 FLOODPLAIN MANAGEMENT SVCS 1/1-1/25 Check Total:	5,290.00 156.25 5,446.25	03/08/2013 03/08/2013	Check Sequence: 22 35-01-82800 35-01-82800	ACH Enabled: No
Vendor:3644 FEB 13 FEB2013	COMCAST CABLE 9545 BELMONT CABLE 2/16-3/15 2013 MONTHLY INTERNET Check Total:	2.16 283.80 285.96	03/08/2013 03/08/2013	Check Sequence: 23 10-20-59000 10-02-51200	ACH Enabled: No
Vendor:5257 1513111004FEB13 3195005070FEB13 5396076006FEB13 5903506002FEB13	COMED 1513111004 9540 ADDISON AVE 1/18-2/18 3195005070 9400 GRAND 1/11-2/12 5396076006 3200 SARAH STREET 1/18-2/19 2599 SCOTT 5903506002 1/14-2/13 2013 Check Total:	21.17 69.22 784.32 210.97 1,085.68	03/08/2013 03/08/2013 03/08/2013 03/08/2013	Check Sequence: 24 10-50-62330 10-50-62330 10-50-62330 10-50-62330	ACH Enabled: No
Vendor:5609 0008950245-0001 0009007058-001 0009031434 0009048135 0009052559	CONSTELLATION 0511088047 3510 MANNHEIM 1/4-2/4 2013 3893073029 3900 MANNHEIM 1/11-2/11 2013 0080020006 2713 SCOTT 1/14-2/12/13 0474092012 2713 SCOTT 1/15-2/13/13 0188785006 00 WOLF RD 1/14-2/11/13 Check Total:	18,459.65 16.67 521.31 95.17 104.49 19,197.29	03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013	Check Sequence: 25 10-50-62330 10-50-62330 34-01-62800 10-50-62330 10-50-62330	ACH Enabled: No
Vendor:1337 179634 179680	Corporate Business Cards, Ltd 3000 WINDOW ENVELOPES BUSINESS CARDS	160.20 64.00	03/08/2013 03/08/2013	Check Sequence: 26 10-01-50400 10-90-51600	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	224.20			
Vendor:2499 158139	CORRPRO COMPANIES INSP SRV FOR CURTIS & KING ST TANKS Check Total:	2,910.00 2,910.00	03/08/2013	Check Sequence: 27 34-01-62860	ACH Enabled: No
Vendor:4185 C0244438-01 C0245123-01	Cricket Communications CALL DETAIL RECORDS, SMS JD2136 CALL DETAIL RECORD, SMS CASE TIG5735 Check Total:	69.50 69.50 139.00	03/08/2013 03/08/2013	Check Sequence: 28 10-20-59000 10-20-59000	ACH Enabled: No
Vendor:1464 0000141000	D & P CONSTRUCTION 30 YARD SWITCH Check Total:	300.00 300.00	03/08/2013	Check Sequence: 29 09-01-64000	ACH Enabled: No
Vendor:2556 13725 13726	DEL GALDO LAW GROUP LLC COGLIANESE V VOFPP CASE 2012 L009084 DIMITROV V VOFPP CASE 2012 L 008233 Check Total:	11.34 11.34 22.68	03/08/2013 03/08/2013	Check Sequence: 30 10-72-62557 10-72-62557	ACH Enabled: No
Vendor:5503 0000363152	DISCOVERY BENEFITS MONTHLY PARTICIPANT & DEBIT CARD FEE-FEB13313.00 Check Total:	313.00	03/08/2013	Check Sequence: 31 10-01-40999	ACH Enabled: No
Vendor:1755 26246 26252	E HOFFMAN INC STONE HAULED OUT (24.72) CA STONE (19.66 LOADS) Check Total:	1,604.96 353.88 1,958.84	03/08/2013 03/08/2013	Check Sequence: 32 10-90-62600 10-90-62660	ACH Enabled: No
Vendor:2570 1532363 1532364	Emergency Medical Pdts., Inc. CPR RESUSCITATOR MASK W CLIP BREATHSAVER, TRAUMA BAG, METAL BLADE Check Total:	273.99 621.83 895.82	03/08/2013 03/08/2013	Check Sequence: 33 10-30-82080 10-30-82080	ACH Enabled: No
Vendor:3210 02252013	ENTERTAINMENT MGT GROUP DOWNPAYMENT FOR RR DAZE ENTERTINMNT 2013 Check Total:	9,675.00 9,675.00	03/08/2013	Check Sequence: 34 10-61-69561	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4788 0007561	FERGUSON WATERWORKS/Northern W REGISTERS FOR WATER METERS (10) Check Total:	1,150.00 1,150.00	03/08/2013	Check Sequence: 35 34-01-62835	ACH Enabled: No
Vendor:1825 11-0104.01-19	FGM/SRBL ARCHITECTS NEW POLICE STATION JANUARY 2013 Check Total:	16,956.93 16,956.93	03/08/2013	Check Sequence: 36 54-01-50000	ACH Enabled: No
Vendor:2691 02262013	FIRE CONTROL NEW PD STATION Check Total:	9,000.00 9,000.00	03/08/2013	Check Sequence: 37 54-01-54000	ACH Enabled: No
Vendor:1069 52531567	FLEETPRIDE SPINNER & AUGER MOTORS FLOW Check Total:	626.74 626.74	03/08/2013	Check Sequence: 38 08-01-50090	ACH Enabled: No
Vendor:3651 02262013	G.C. MASONRY NEW PD STATION Check Total:	13,427.40 13,427.40	03/08/2013	Check Sequence: 39 54-01-54000	ACH Enabled: No
Vendor:0050 000395186	GALLS INCORPORATED GALLS SAFETY VEST (52) Check Total:	997.80 997.80	03/08/2013	Check Sequence: 40 10-20-60330	ACH Enabled: No
Vendor:3510 PINV557701	GARVEY'S OFFICE PRODUCTS MARKER, INK TANK (3), TONER (4), PAPER Check Total:	814.71 814.71	03/08/2013	Check Sequence: 41 10-20-50400	ACH Enabled: No
Vendor:4732 1185990	GLENROCK COMPANY BLACK BEAUTY FINE GRADE SAND 50LB (12) Check Total:	165.60 165.60	03/08/2013	Check Sequence: 42 34-01-69600	ACH Enabled: No
Vendor:1236 734706 734707	Glock Inc. REPAIR ACCESSORIES & REPAIR Check Total:	33.00 100.00 133.00	03/08/2013 03/08/2013	Check Sequence: 43 10-20-80570 10-20-80570	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:2029 6885	Great Lakes Lubricants FREON FOR POLICE CARS Check Total:	300.00 300.00	03/08/2013	Check Sequence: 44 08-01-50020	ACH Enabled: No
Vendor:5604 438827MAR 468861MAR	GUARDIAN DENTAL HMO MARCH 2013 DENTAL PPO MARCH 2013 Check Total:	750.64 10,787.58 11,538.22	03/08/2013 03/08/2013	Check Sequence: 45 10-52-62390 10-52-62390	ACH Enabled: No
Vendor:1555 21043 21044 21045	H & H ELECTRIC COMPANY STREET LIGHT MAINT OUTAGES VAR. LOCATION GRAND/BELMONT STREET LIGHT CABLE MAINT GRAND/SCOTT TRAFFIC SIGNAL REPAIRED Check Total:	362.45 537.83 350.25 1,250.53	03/08/2013 03/08/2013 03/08/2013	Check Sequence: 46 10-90-62710 10-90-62710 10-90-62710	ACH Enabled: No
Vendor:2022 145754	Hastings Air-Energy Control REPAIR OF STATION #1 PLYMO VENT SYSTEM Check Total:	139.95 139.95	03/08/2013	Check Sequence: 47 10-30-62040	ACH Enabled: No
Vendor:4497 37578MB 37612MB	HEALY ASPHALT CO. LLC COLD PATCHING (20.13 TONS) COLDPATCH Check Total:	2,596.64 2,997.28 5,593.92	03/08/2013 03/08/2013	Check Sequence: 48 10-90-82781 10-90-82781	ACH Enabled: No
Vendor:1817 34646	HR SIMPLIFIED COBRA NOTICES JAN 2013 Check Total:	78.00 78.00	03/08/2013	Check Sequence: 49 10-60-51950	ACH Enabled: No
Vendor:1860 121212W020	IL COUNTIES RISK MANAGEMENT TR OVERPYMT OF WORKMANS COMP PEDA BENEFIT Check Total:	358.84 358.84	03/08/2013	Check Sequence: 50 10-32-62200	ACH Enabled: No
Vendor:4762 FO-130215	Illinois Fire Chiefs Assoc. CFO BRIDGE CLASS (4) Check Total:	1,500.00 1,500.00	03/08/2013	Check Sequence: 51 10-30-52001	ACH Enabled: No
Vendor:4445 14761	Illinois Fire Inspectors Assoc SEMINAR REGISTRATION 2/22/2013	100.00	03/08/2013	Check Sequence: 52 10-13-52000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	100.00			
Vendor:0598 33247	Image One Facility Solutions JANITORIAL SERVICES- MARCH VILLAGE HALL Check Total:	825.00 825.00	03/08/2013	Check Sequence: 53 10-13-52600	ACH Enabled: No
Vendor:5327 54830	INDUSTRIAL & WHOLESALE LUMBER LUMBER Check Total:	28.98 28.98	03/08/2013	Check Sequence: 54 10-90-62590	ACH Enabled: No
Vendor:3233 219930 220006	Just Tires REPAIR TIRE FOR 881 REPAIR TIRE FOR 874 Check Total:	20.00 20.00 40.00	03/08/2013 03/08/2013	Check Sequence: 55 08-01-50020 08-01-50020	ACH Enabled: No
Vendor:0497 11510-1 11510-2	Kane, Mc Kenna & Associates RESEARCH ANALYSIS-2012 ATRS RESEARCH ANALYSIS-DOWNTOWN TIF Check Total:	637.50 150.00 787.50	03/08/2013 03/08/2013	Check Sequence: 56 43-01-57000 42-01-57000	ACH Enabled: No
Vendor:2664 02262013	KELLENBERGER ELECTRIC NEW PD STATION Check Total:	392,098.50 392,098.50	03/08/2013	Check Sequence: 57 54-01-54000	ACH Enabled: No
Vendor:1228 0172542-IN	Keller Heartt Co Inc HYDRO OIL FOR PLOW TRUCKS (55) Check Total:	1,449.40 1,449.40	03/08/2013	Check Sequence: 58 08-01-50090	ACH Enabled: No
Vendor:1949 8758	KMI BUILDING SERVICES DRYWALL REPAIR AT METRA STATION Check Total:	825.00 825.00	03/08/2013	Check Sequence: 59 41-01-59000	ACH Enabled: No
Vendor:0110 2892 2893	KRIETER CONCRETE CONST. WATER SYSTEM REPAIR 11240 MELROSE 9234 ROBINSON & 3434 HAWTHORNE Check Total:	4,245.00 3,275.00 7,520.00	03/08/2013 03/08/2013	Check Sequence: 60 34-01-62860 34-01-62860	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:2772 02262013	L.J. MORSE NEW PD STATION Check Total:	57,511.26 57,511.26	03/08/2013	Check Sequence: 61 54-01-54000	ACH Enabled: No
Vendor:0937 393 394	Lauterbach & Amen,Llp PROFESSIONAL SERVICES DECEMBER 2012 CONSULTING SERVICES DECEMBER 2012 Check Total:	8,760.00 4,103.00 12,863.00	03/08/2013 03/08/2013	Check Sequence: 62 10-01-67590 10-01-67590	ACH Enabled: No
Vendor:1333 9301419505	Lawson Products, Inc. DUAL FILAMENT BULB (2) Check Total:	97.45 97.45	03/08/2013	Check Sequence: 63 34-01-62590	ACH Enabled: No
Vendor:1439 31231208	LIGHT BULB DEPOT ENVIROLIGHT Check Total:	31.95 31.95	03/08/2013	Check Sequence: 64 10-13-52600	ACH Enabled: No
Vendor:3238 658264 658265	Meade Electric Company EVP IRVING PARK/SEYMOUR SIGNAL REPAIR EVP IRVING PARK/SEYMOUR CARD REPAIR Check Total:	1,208.70 166.99 1,375.69	03/08/2013 03/08/2013	Check Sequence: 65 10-90-62690 10-90-62690	ACH Enabled: No
Vendor:1973 02262013	METALMASTER/ROOFMASTER NEW PD STATION Check Total:	43,135.51 43,135.51	03/08/2013	Check Sequence: 66 54-01-54000	ACH Enabled: No
Vendor:2265 02262013	MIDCO INC NEW PD STATION Check Total:	19,428.30 19,428.30	03/08/2013	Check Sequence: 67 54-01-54000	ACH Enabled: No
Vendor:0329 296923	MONROE TRUCK EQUIPMENT PLOWLIGHT RELAYS (6) Check Total:	198.92 198.92	03/08/2013	Check Sequence: 68 08-01-50090	ACH Enabled: No
Vendor:1782 13-002	MTI Construction Services, LLC NEW PD CONSTRUCTION Check Total:	67,413.85 67,413.85	03/08/2013	Check Sequence: 69 54-01-54000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0129 158751	MURPHY'S CONTRACTORS EQUIP JACK PIN, HITCH PIN, OIL Check Total:	15.78 15.78	03/08/2013	Check Sequence: 70 10-30-80570	ACH Enabled: No
Vendor:0005 13-0211	NABI 2013 NABI DUES Check Total:	60.00 60.00	03/08/2013	Check Sequence: 71 10-20-52100	ACH Enabled: No
Vendor:2785 118092	NEXTIME, INC. HORN 110 VAC- SURFACE MOUNT Check Total:	95.00 95.00	03/08/2013	Check Sequence: 72 10-90-62590	ACH Enabled: No
Vendor:4521 0884290000JAN13	NICOR 10001 ADDISON AVE HEATING 12/27-1/25 Check Total:	1,270.34 1,270.34	03/08/2013	Check Sequence: 73 10-30-52450	ACH Enabled: No
Vendor:2107 278-001755 278-001756 278-001777 278-001780 278-001786 278-001787	Norcomm Public Safety Comm. POLICE RECORDS STAFF JAN 2013 NORCOMM 911 DISPATCH NOV 2012 POLICE RECORDS STAFF NOV 2012 NORCOMM 911 DISPATCH JAN 2013 POLICE RECORDS STAFF FEB 2013 NORCOMM 911 DISPATCH FEB 2013 Check Total:	11,467.33 15,242.34 11,467.33 39,013.00 11,467.33 39,013.00 127,670.33	03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013	Check Sequence: 74 10-20-60400 10-14-40220 10-20-60400 10-14-40220 10-20-60400 10-14-40220	ACH Enabled: No
Vendor:2141 920001255	NORTH SHORE UNIVERSITY OMEGA PULMONARY SUVEILLANCE 2/7/13 Check Total:	96.00 96.00	03/08/2013	Check Sequence: 75 10-20-60320	ACH Enabled: No
Vendor:0627 0067831-IN	RAY O'HERRON LITHIUM BATTERIES 12 UNIT (4) Check Total:	103.80 103.80	03/08/2013	Check Sequence: 76 10-20-60331	ACH Enabled: No
Vendor:0142 P33C0079843 P50C0807407	Patten Industries, Inc. BRUSH EDGE,BOLT,NUT, WASHER Check Total:	470.25 319.80 790.05	03/08/2013 03/08/2013	Check Sequence: 77 09-01-50100 09-01-50100	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0772 16202	Permidt Engineering Limited REPAIRED TOILETS Check Total:	250.00 250.00	03/08/2013	Check Sequence: 78 10-20-52600	ACH Enabled: No
Vendor:1096 78648	Radco Communications, Inc. BATTERIES PROVIDED FOR STREET DEPT (7) Check Total:	469.00 469.00	03/08/2013	Check Sequence: 79 10-90-50110	ACH Enabled: No
Vendor:5509 22798949 22876363	RICOH AMERICAS CORP. MONTHLY LEASE PYMT - CLERK COPIER MONTHLY LEASE - PD COPIER Check Total:	401.85 537.78 939.63	03/08/2013 03/08/2013	Check Sequence: 80 10-02-80001 10-02-80001	ACH Enabled: No
Vendor:1017 22914318	Ricoh Customer Finance Corp. MNTNLY LEASE-FD COPIER Check Total:	300.10 300.10	03/08/2013	Check Sequence: 81 10-02-80001	ACH Enabled: No
Vendor:2364 5025025634 5025025635 5025025659 5025025660 5025158407	RICOH USA WD QUARTERLY USAGE CD QUARTERLY USAGE ADMIN QUARTERLY USAGE BLDG QUARTERLY USAGE FD QUARTERLY USAGE Check Total:	55.73 195.24 170.01 213.65 197.58 832.21	03/08/2013 03/08/2013 03/08/2013 03/08/2013 03/08/2013	Check Sequence: 82 10-02-80001 10-02-80001 10-02-80001 10-02-80001 10-02-80001	ACH Enabled: No
Vendor:0833 02262013	RILEY CONSTRUCTION CO NEW PD STATION Check Total:	51,081.77 51,081.77	03/08/2013	Check Sequence: 83 54-01-54000	ACH Enabled: No
Vendor:5236 5553	RLB HYDRAULIC SERVICES REPAIRS TO TURN TABLE CYLINDER- GRADER Check Total:	568.90 568.90	03/08/2013	Check Sequence: 84 08-01-50090	ACH Enabled: No
Vendor:2419 1511498	Russo's Power Equipment ICE MELT FOR SIDEWALKS&SCHOOL CROSS WLKS Check Total:	35.00 135.00	03/08/2013	Check Sequence: 85 10-90-62600	ACH Enabled: No
Vendor:1899 6731933	Service Sanitation, Inc. PORTABLE RESTROOM	150.87	03/08/2013	Check Sequence: 86 10-90-62590	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	150.87			
Vendor:5442 01212013	SEVEN ELEVEN PRISONERS MEALS 9/5/12-1/21 2013 Check Total:	276.18 276.18	03/08/2013	Check Sequence: 87 10-20-60620	ACH Enabled: No
Vendor:1630 02262013	SHERMAN MECHANICAL NEW PD STATION Check Total:	13,500.00 13,500.00	03/08/2013	Check Sequence: 88 54-01-54000	ACH Enabled: No
Vendor:3565 02262013	SHERMAN MECHANICAL- HVAC NEW PD STATION Check Total:	144,918.00 144,918.00	03/08/2013	Check Sequence: 89 54-01-54000	ACH Enabled: No
Vendor:3336 11-1 11-2 11-3 11-4	Smith Lasalle VILLAGE STAFF ENG-STREET VILLAGE STAFF ENG-WATER VILLAGE STAFF ENG-SEWER VILLAGE STAFF ENG-COMM DEV Check Total:	2,272.64 2,272.64 2,201.62 355.10 7,102.00	03/08/2013 03/08/2013 03/08/2013 03/08/2013	Check Sequence: 90 10-90-82800 34-01-82800 35-01-82800 10-12-82800	ACH Enabled: No
Vendor:0410 405873	SMITHAMUNDSEN LLC ZUREK V VOFP THROUGH JAN 13 2012-CH38088 Check Total:	625.00 625.00	03/08/2013	Check Sequence: 91 10-72-62557	ACH Enabled: No
Vendor:0721 62906 62907	Speed-O-Lite Printing Center APPROVED LABELS (1000) DOOR KNOB HANGERS (500), STICKERS (500) Check Total:	128.00 260.00 388.00	03/08/2013 03/08/2013	Check Sequence: 92 10-13-51800 10-13-51800	ACH Enabled: No
Vendor:1859 S013-2-13 S013-2-13A	START GROUP CPR/AED TRAIN. (BOOKS, CERTS, FIRST AID) CPR/AED TRAIN. (BOOKS, CERTS, FIRST AID) Check Total:	675.00 675.00 1,350.00	03/08/2013 03/08/2013	Check Sequence: 93 34-01-52000 10-90-52000	ACH Enabled: No
Vendor:0845 S004244558.001	STEINER POWER SYS SRVC&REPAIR KING ST PUMP ST Check Total:	351.00	03/08/2013	Check Sequence: 94 34-01-62860	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	351.00			
Vendor:0340	Storino, Ramello & Durkin			Check Sequence: 95	ACH Enabled: No
60573-1	PROF WK RE: SCHOOL DIST REIMB	665.00	03/08/2013	42-01-62557	
60573-2	PROF WK RE: TAX REFUND LIABILITY	1,382.50	03/08/2013	43-01-62557	
60573-3	PROF WK RE: MEETING TIF RELATED ISSUES	1,382.50	03/08/2013	13-01-62557	
60573-4	TRAVEL DISBURSEMENTS	206.81	03/08/2013	22-01-62557	
60574	PROF LEGAL SVCS DOWNTOWN TIF MEETING	175.00	03/08/2013	42-01-62557	
60575	PROF SERVICES WEST GRAND MANNHEIM TIF	393.75	03/08/2013	22-01-62557	
60576	PROF SVCS BELM RIV TIF- WINDY CITY LIMO	420.00	03/08/2013	13-01-62557	
60577	PROF SVCS MANN/GRAND TIF CONFERENCE	210.00	03/08/2013	22-01-62557	
60578	PROF SVCS O'HARE EAST TIF CONFERENCE	350.00	03/08/2013	40-01-62557	
60579	GRAND MANNHEIM TIF	323.75	03/08/2013	22-01-62557	
	Check Total:	5,509.31			
Vendor:0776	SUBURBAN DRIVELINE INC.			Check Sequence: 96	ACH Enabled: No
00133151	REBUILD FRONT DRIVELINE ON 233	325.00	03/08/2013	08-01-50090	
	Check Total:	325.00			
Vendor:0182	Suburban Laboratories			Check Sequence: 97	ACH Enabled: No
25363	SAMPLE TESTING	115.00	03/08/2013	34-01-62850	
	Check Total:	115.00			
Vendor:0183	SUBURBAN WELDING STEEL, LLC			Check Sequence: 98	ACH Enabled: No
52939	MATERIAL/LABOR TO REPAIR WELD	144.40	03/08/2013	10-90-50100	
52989	MATERIAL/LABOR FABRICATE SALT SPREAD PLT	560.72	03/08/2013	10-90-50100	
53046	MATERIAL/LABOR FABRICATE 3 PCS NEW PIN	42.55	03/08/2013	10-90-50100	
53062	PINS	96.36	03/08/2013	10-90-50100	
53098	REPAIR ON PLOW #220	1,458.18	03/08/2013	10-90-50100	
	Check Total:	2,302.21			
Vendor:5462	SUN LIFE FINANCIAL			Check Sequence: 99	ACH Enabled: No
218110	MNTHLY DISABILITY MAR 2013	3,108.32	03/08/2013	10-52-62370	
	Check Total:	3,108.32			
Vendor:4670	SuperValu/Albertsons			Check Sequence: 100	ACH Enabled: No
02192013	COFFEE, WATER, SUGAR	180.03	03/08/2013	10-01-59000	
	Check Total:	180.03			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:5423 15461 15461A	THIRD MILLENNIUM UTILITY BILL RENDERING FEB 2013 UTILITY BILL RENDERING FEB 2013 Check Total:	1,069.77 576.02 1,645.79	03/08/2013 03/08/2013	Check Sequence: 101 34-01-62857 34-01-62857	ACH Enabled: No
Vendor:0190 80022 80099	Thrift 'n Swift, Inc. BUSINESS CARDS BUSSE, MORYS RECEIPTS/ENVELOPES Check Total:	31.88 365.07 396.95	03/08/2013 03/08/2013	Check Sequence: 102 10-20-50400 10-20-50400	ACH Enabled: No
Vendor:2079 76004 76005 76006	Traffic Control & Protection TELSPAR POSTS & ANCHORS TELSPAR POST/ANCHOR (25 EA) SIGNS Check Total:	850.00 775.00 420.00 2,045.00	03/08/2013 03/08/2013 03/08/2013	Check Sequence: 103 10-90-62610 10-90-62610 10-90-62610	ACH Enabled: No
Vendor:0291 GB590011114-1	TRANSAMERICA LONG TERM INSURAN LONG TERM CARE PREM JJ FEB 2013 Check Total:	175.88 175.88	03/08/2013	Check Sequence: 104 10-60-59000	ACH Enabled: No
Vendor:3463 0000685-IL 0000825-IL 0000966-IL	U.S. HEALTHWORKS MED GROUP OF POST ACCIDENT DRUG SCREEN&TEST POST ACCIDENT DRUG SCREEN&TEST HEPATITIS VACCINE x1 (FD) Check Total:	50.00 65.00 91.00 206.00	03/08/2013 03/08/2013 03/08/2013	Check Sequence: 105 10-52-53000 10-52-53000 10-52-53000	ACH Enabled: No
Vendor:5594 INV038868	UNITED LABORATORIES SEWER SOLVENT (220 LB), SORB (32) Check Total:	6,610.73 6,610.73	03/08/2013	Check Sequence: 106 35-01-62880	ACH Enabled: No
Vendor:0160 23677200	United Radio Communications COVER FT ASSEMBLY Check Total:	197.03 197.03	03/08/2013	Check Sequence: 107 10-20-60331	ACH Enabled: No
Vendor:8253 02262013	VALLEY SECURITY COMPANY NEW PD STATION Check Total:	56,709.00 56,709.00	03/08/2013	Check Sequence: 108 54-01-54000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:5425 2863893932	VERIZON WIRELESS MONTHLY VERIZON CELL Check Total:	4,463.23 4,463.23	03/08/2013	Check Sequence: 109 10-02-80300	ACH Enabled: No
Vendor:4957 JAN 2013 JAN 2013-1	Visa FIRST AID KIT CASE FOR PHONE Check Total:	61.47 43.48 104.95	03/08/2013 03/08/2013	Check Sequence: 110 10-20-60340 10-02-80300	ACH Enabled: No
Vendor:1299 17053258	W.S. DARLEY & COMPANY EQUIPMENT FOR NEW ENGINES Check Total:	84.33 84.33	03/08/2013	Check Sequence: 111 10-30-80570	ACH Enabled: No
Vendor:4324 02262013	WAMPACH WOODWORK NEW PD STATION Check Total:	6,368.04 6,368.04	03/08/2013	Check Sequence: 112 54-01-54000	ACH Enabled: No
Vendor:0789 60045 60429	Wernick Key & Lock Service KEYS FOR POLICE CAR (3) SERVICE CALL- STREET DEPT LOCKS Check Total:	135.00 327.95 462.95	03/08/2013 03/08/2013	Check Sequence: 113 08-01-50020 10-13-52600	ACH Enabled: No
Vendor:3929 0826366213	West Payment Center WEST INFORMATION CHARGES DECEMBER 2012 Check Total:	137.45 137.45	03/08/2013	Check Sequence: 114 10-20-60560	ACH Enabled: No
Vendor:5243 32065915	WEX BANK FUEL Check Total:	18.16 18.16	03/08/2013	Check Sequence: 115 10-90-50200	ACH Enabled: No
Vendor:4019 1981321	Zoll Medical Coporation PAPER, FILTERLINE SET Check Total:	239.20 239.20	03/08/2013	Check Sequence: 116 10-30-82080	ACH Enabled: No
	Total for Check Run: Total Number of Checks:	1,271,676.58 116			

JE 000124

Accounts Payable Manual Check Proof List

User: tgols
Printed: 02/28/2013 - 1:54 PM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0118			ChuckVoigelsang				
				305206	02/15/2013		
02152013	200.00	02/21/2013	VEHICLE REPAIR REIMBURSEMENT			08-01-50020	
Total for Check	200.00						
Total for 0118	200.00						
Vendor: 3021			ERICRICHARD				
				3053200	02/21/2013		
259120-1285	57.00	02/21/2013	REIMBURSEMENT OF APA MEMBERSHIP DUES			10-12-52100	
Total for Check	57.00						
Total for 3021	57.00						
Total Checks:	257.00						

JE 000005

Accounts Payable Manual Check Proof List

User: tgols
Printed: 02/28/2013 - 2:19 PM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 4590	AEP Energy						
3000221375JAN13	817.99	02/28/2013	5228412016 9300 BELMONT AVE 12/14-1/17	305325	02/28/2013	10-50-62330	
3000221443JAN13	456.58	02/28/2013	3291125046 9320 BELMONT AVE 12/14-1/17			34-01-62800	
Total for Check	1,274.57						
Total for 4590	1,274.57						
Vendor: 4674	MarekPaszkowski						
02272013	91.17	02/28/2013	THREADED OUTLETS, CONNECTOR, GLOVES	305324	02/28/2013	10-13-52600	
Total for Check	91.17						
Total for 4674	91.17						
Total Checks:	1,365.74						

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1213-R-__

**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX
ASSESSMENT APPLICATION BY PACIFIC AVENUE LLC, FOR AN
INDUSTRIAL FACILITY LOCATED AT 10144 PACIFIC AVENUE,
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-R-___

**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX
ASSESSMENT APPLICATION BY PACIFIC AVENUE LLC, FOR AN
INDUSTRIAL FACILITY LOCATED AT 10144 PACIFIC AVENUE,
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

WHEREAS, the President and Board of Commissioners of the County of Cook have enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "*Classification Ordinance*"), which provides for a tax assessment incentive classification designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and the utilization of abandoned industrial buildings in order to create employment opportunities and expand the tax base; and

WHEREAS, Pacific Avenue, LLC (the "*Pacific Avenue*"), located at 2351 North 25th Avenue, Franklin Park, Illinois, is purchasing a parcel of property with an unoccupied 5,000 square foot building thereon, said property commonly known as 10144 Pacific Avenue, Franklin Park, Illinois, and identified by permanent index number (PIN) 12-21-307-021-0000, and further legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the "*Property*"); and

WHEREAS, Pacific Avenue is acquiring the Property in order to renovate, rehabilitate and occupy an existing structure, the viability of such being dependent on the granting of a Class

6B Tax Assessment Classification, as said term is defined in the Classification Ordinance (the “*Class 6B Tax Assessment Classification*”); and

WHEREAS, Pacific Avenue has requested that the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) support and consent to the filing of its application for a Cook County Class 6B Real Estate Tax Assessment Classification for the Property; and

WHEREAS, the adoption of a resolution by the Corporate Authorities is required and must be filed with Pacific Avenue’s application in order for the Property to obtain a Class 6B Tax Assessment Classification; and

WHEREAS, the Corporate Authorities find that the redevelopment contemplated for the Property will serve the residents of the Village and that without the Class 6B Tax Assessment Classification for the Property it will remain vacant and abandoned and exasperate blight in the area surrounding the Property; and

WHEREAS, to ensure the ongoing viability of the industrial base of the Village, the continuation and expansion of employment opportunities in the Village and to safeguard and further diversify the tax base of the Village, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to approve the application by Pacific Avenue for a Class 6B Real Estate Tax Assessment Classification for the Property.

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 Corporate Authorities expressly support and consent to the filing of an application for a Cook County 6B Tax Assessment Classification for the Property, which is

legally described on Exhibit A, and find that without a Class 6B Tax Assessment Classification the Property will remain vacant and underutilized, which will not only hinder further development efforts in the area surrounding the Property but will thwart the efforts of Pacific Avenue to undertake its proposed development within the Village.

Section 3. The Corporate Authorities further find that the granting of the Class 6B Tax Assessment Classification is necessary for the industrial development to remain viable on the Property, which is the subject of this Resolution.

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

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

(Intentionally Left Blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 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 March 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A:
Legal Description of the Land

THE WEST 1.0 FEET OF LOT 12 MEASURED AT RIGHT ANGLES, ALL OF LOT 13 AND 14
(EXCEPT THE WEST 0.50 FEET THEREOF MEASURED AT RIGHT ANGLES) IN BLOCK 41 IN
THIRD ADDITION TO FRANKLIN PARK, A SUBDIVISION OF SECTION 21 AND SECTION 28,
TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

TAX I.D. #12-21-307-021-0000

ADDRESS: 10144 PACIFIC AVE., FRANKLIN PARK, ILLINOIS

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1213-R-__

**A RESOLUTION APPROVING AN AGREEMENT BY AND
BETWEEN ENTERTAINMENT MANAGEMENT GROUP AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(RAILROAD DAZE ENTERTAINMENT)**

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-R-__

**A RESOLUTION APPROVING AN AGREEMENT BY AND
BETWEEN ENTERTAINMENT MANAGEMENT GROUP AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(RAILROAD DAZE ENTERTAINMENT)**

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

WHEREAS, Entertainment Management Group is in the business of coordinating entertainment performers and service providers for special events; and

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

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

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

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

Section 2. The Agreement by and between the Village of Franklin Park, Cook County, Illinois and Entertainment Management Group (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution

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

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

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

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

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

(Intentionally Left Blank)

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

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Agreement



Contract made this date 2/25/2013, between Entertainment Management Group, a sole proprietorship, (hereinafter referred to as AGENT) and The Village of Franklin Park, Illinois (hereinafter referred to as PURCHASER)

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

Please Initial _____

1. EVENT: Franklin Park Railroad Daze Please Initial _____

2. DATES OF ENGAGEMENT: 6/07/2013-6/08/2013 RAIN OR SHINE Please Initial _____

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

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

Please Initial _____

5. With PURCHASER approval and acceptance of the special provisions listed under item #6, AGENT shall contract for the performance services of the following listed bands: Hag, The Lounge Puppets, Brock and Abrams, The Screamin' End, American English, 7th Heaven Please Initial _____

6. SPECIAL PROVISIONS: Please Initial _____

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

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

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

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

{e} In the event that a band (i) fails to make itself present and prepared to perform on the day of the scheduled performance and at the designated time; (ii) fails to perform for the agreed upon duration, or a reasonably close approximation thereof; or (iii) otherwise materially varies from the agreed upon parameters of its performance, then PURCHASER shall be entitled to a refund of such band(s) booking fees. In the event that such a refund becomes due and owing to PURCHASER, under the terms of Section 6 or otherwise, AGENT shall issue the same to PURCHASER within ten (10) calendar days after the dates of engagement set forth herein.

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

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

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

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

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

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

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

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

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

PURCHASER shall pay a \$9,675 Deposit to, and in the name of, ENTERTAINMENT MANAGEMENT GROUP not later than 3/15/2013.

Please Initial _____

PURCHASER shall pay a \$9,675 Final Payment to, and in the name of ENTERTAINMENT MANAGEMENT GROUP, not later than 5/24/2013.

Please Initial _____

x _____ Date ____/____/____

PURCHASER
Village of Franklin Park
9500 Belmont
Franklin Park, IL

Murray Weiner. EMG
x----- 2/25/2013

AGENT
Murray Weiner SS# 329-36-1921
dba Entertainment Management Group
PO Box 91766
Elk Grove Village, IL 60009

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

RESOLUTION

NUMBER 1213-R-___

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS, TERMINATING ILLINOIS MUNICIPAL
RETIREMENT FUND BENEFITS FOR VILLAGE TRUSTEES**

**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-R-__

A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS, TERMINATING ILLINOIS MUNICIPAL
RETIREMENT FUND BENEFITS FOR VILLAGE TRUSTEES

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

WHEREAS, the Village is a participant in the Illinois Municipal Retirement Fund; and

WHEREAS, Village Trustees in the Village may participate in the Illinois Municipal Retirement Fund if the performance of duties of said position normally requires 1,000 hours or more per year; and

WHEREAS, the Corporate Authorities had previously determined the position of Village Trustee was an Illinois Municipal Retirement Fund qualifying position requiring the performance of duties for 1,000 hours or more per year; and

WHEREAS, the Corporate Authorities of the Village are now deciding to discontinue participation in the Illinois Municipal Retirement Fund and therefore rescind the 1,000 hour standard for the position of Village Trustee so that as of March 5, 2013, no Village Trustee is eligible to participate in the Illinois Municipal Retirement Fund.

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 Corporate Authorities of the Village of Franklin Park find that the position of Village Trustee no longer qualifies for the Illinois Municipal Retirement Fund participation, as of March 5, 2013.

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

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

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

(Intentionally Left Blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of March 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 March 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1213-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2013
GRASS CUTTING PROGRAM FOR DISABLED PROPERTY OWNERS**

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-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2013
GRASS CUTTING PROGRAM FOR DISABLED PROPERTY OWNERS**

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

WHEREAS, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that a significant public interest is served by establishing a program to provide grass cutting services to property owners that are disabled or stricken with a severe health condition and have no one else within their household to perform such task (the "*2013 Grass Cutting Program*"); and

WHEREAS, the Corporate Authorities have promulgated general guidelines and established certain procedures for the fair and effective implementation of the 2013 Grass Cutting Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

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

Section 2. The 2013 Grass Cutting Program criteria and requirements, as contained and described in Exhibit A, to create and implement the 2013 Grass Cutting Program are hereby approved,

with such necessary changes as authorized by the Village President and Director of Health and Human Resources to effectively operate the 2013 Grass Cutting Program.

Section 3. The officials and officers of the Village are hereby authorized and directed to take any and all such action as is required to enact the 2013 Grass Cutting Program and carry out its intent and purpose.

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

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

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

(Intentionally Left Blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 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 March 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

2013 Grass Cutting Program

VILLAGE OF FRANKLIN PARK 2013 GRASS CUTTING PROGRAM
CRITERIA AND REQUIREMENTS

QUALIFICATIONS:

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

TERMS:

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

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

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

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

(signature of applicant)

(date)

(print name)

(print address)

Village of Franklin Park 2013 Grass Cutting Application Form

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

Those interested in the grass cutting program must complete this application. Medical verification from your doctor must be enclosed, if new to the Program.

Attention

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

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

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

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

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

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

Name:

Checklist:

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

Name: _____

Address: _____

Phone Number: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1213-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND SPECIFICATIONS FOR THE 2013
SUMMER YOUTH AND COLLEGE INTERNSHIP WORK PROGRAM**

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-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND SPECIFICATIONS FOR THE 2013
SUMMER YOUTH AND COLLEGE INTERNSHIP WORK PROGRAM**

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

WHEREAS, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that a significant public interest is served by providing summer employment and college internship opportunities for Village youth and young adults within the various departments of the Village (the "*2013 Summer Youth and College Internship Work Program*"); and

WHEREAS, a primary purpose of the 2013 Summer Youth and College Internship Work Program is to provide employment for high school, college and graduate students to assist them in earning funds for tuition for college, university or graduate school educations and the opportunity to gain valuable hands on work experiences to further their educational endeavors; and

WHEREAS, the Corporate Authorities have promulgated certain guidelines and specifications for the implementation of the 2013 Summer Youth and College Internship Work Program, a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, it is now the desire of the Corporate Authorities to formally establish the policies and practices of the 2013 Summer Youth and College Internship Work Program.

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

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

Section 2. The 2013 Summer Youth and College Internship Work Program criteria, as contained and described in Exhibit A, is hereby approved as the policy and practices of the 2013 Summer Youth and College Internship Work Program, with such necessary changes as determined and authorized by the Village President and Director of Health and Human Resources, at anytime, to effectively operate and manage the 2013 Summer Youth and College Internship Work Program.

Section 3. The officials and officers of the Village are hereby authorized and directed to take any and all such action as is required to enact the 2013 Summer Youth and College Internship Work Program and carry out its intent and purpose.

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

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

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

(Intentionally Left Blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 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 March 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

2013 Summer Youth and College Internship Work Program Criteria

EXHIBIT A

**Guidelines and Specifications
2013 Summer Youth and College Internship Work Program**

Summer Youth Work Program

Authorized Number of Participants: 40

Participant Qualifications:

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

or

Student enrolled for 2013-2014 in accredited college, university or graduate school;

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

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

2013 Program Start-up Date: May 13, 2013

Final 2013 Program Ending Date: September 6, 2013 (or earlier depending on department)

Application Deadline: April 26, 2013

Miscellaneous Items:

Addition Notations:

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

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

Attendance, punctuality and labors performed must be supervised by the responsible department head or administrator and a report on performance submitted at the conclusion of the 2013 Program to the Director of Health and Human Resources.

EXHIBIT A

Guidelines and Specifications 2013 Summer Youth and College Internship Work Program

College Internship Work Program

Authorized Number of Participants: 10

Participant Qualifications:

1. Student enrolled for 2013-2014 in accredited college, university or graduate school;
2. Written recommendations from school official, professor, teacher or guidance counselor (for first time participants only);
3. Minimum grade point average of "C" or equivalent - applicant must include proof from current school of grade point average;
4. Minimum Age: 18 (at time of application)
Maximum Age: not applicable;
5. Participant Relationship to Village Official or Officer Prohibited: Immediate family members [spouses, children and grandchildren (including birth, step and adopted), brother, sister, parent, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, niece or nephew] or any other member of the household of the Village President, Village Clerk, Village Trustee, Comptroller, Village Department Head or Director, and Deputy Department Head or Director, if applicable, shall not be hired in any capacity during said person's tenure in office; and
6. Successfully pass mandatory drug and alcohol tests and remain drug and alcohol free throughout Program participation.

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

2013 Program Start-up Date: May 1, 2013 to April 30, 2014

Final 2013 Program Ending Date: April 30, 2014 (or earlier depending on department)

Application Deadline: not applicable

Miscellaneous Items:

Addition Notations:

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

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

Attendance, punctuality and labors performed must be supervised by the responsible department head or administrator and a report on performance submitted at the conclusion of the 2013 Program to the Director of Health and Human Resources.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1213-VC- __

**AN ORDINANCE AMENDING ARTICLE D “CROSS CONNECTIONS” OF CHAPTER
8 “WATER SYSTEMS” OF TITLE 7 “PUBLIC WORKS AND PROPERTIES”
OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(BACKFLOW INSPECTION REPORTING)**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 03/04/13
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 1213-VC-__

**AN ORDINANCE AMENDING ARTICLE D “CROSS CONNECTIONS” OF CHAPTER
8 “WATER SYSTEMS” OF TITLE 7 “PUBLIC WORKS AND PROPERTIES”
OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(BACKFLOW INSPECTION REPORTING)**

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.

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 5 (“*Inspections; User’s Responsibilities; Access*”) of Article D (“*Cross Connections*”) of Chapter 8 (“*Water Systems*”) of Title 7 (“*Public Works and Properties*”) is hereby amended by deleting the stricken language and adding the new underlined language to read as follows:

7-8D-5: INSPECTIONS; USER'S RESPONSIBILITIES; ACCESS:

- A. It shall be the responsibility of each user at its own expense to furnish, install and keep in good working order and safe condition any and all protective devices required by this code except as noted in subsection 7-8D-4(B)(6) of this article.
- B. The user's system should be open for inspection at all reasonable times to authorized

representatives of the ~~water~~ utilities department to determine whether cross connections or other structural or sanitary hazards, including violations of this code exist. When such a condition is found to exist and to present a threat of imminent danger of injury or damage, then the ~~superintendent~~ utilities commissioner shall have the authority to deny or discontinue immediately service to the premises by providing for a physical break in the service line until the customer has corrected the condition(s) and has brought the facility into compliance with this code and any other applicable ordinances or regulations. The village shall not be responsible for any loss or damage directly or indirectly resulting from or caused by the improper or negligent installation, operation, use, repair, maintenance of, or interference with, any protective device by any consumer or any other person.

- C. An annual inspection of protective devices shall be performed with the expense of the inspection ~~in an amount as approved by the village board to be added to the user's water service charges to be paid by the user.~~ It shall be the duty of the user at any premises on which backflow prevention devices required by these regulations are installed to have inspection, tests, maintenance and repair. Testing shall be performed by a person who has been approved by the state as competent to service the device. Proof of approval shall be in writing. All backflow assembly test reports/certifications must be submitted electronically. All backflow assembly test reports/certifications must be submitted by the backflow testing company to the Village via the BSI Online backflow tracking system, adhering to all BSI Online procedural policies. A filing fee will be due at the time the report/certification is submitted.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 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 March 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 9-4-8 OF THE ZONING
ORDINANCE OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS
(ZBA 13-01)**

**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 9-4-8 OF THE ZONING
ORDINANCE OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS
(ZBA 13-01)**

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, an amendment application, ZBA 13-01, has been submitted to the Village requesting amendments to Sections 9-4-8 of the Franklin Park Zoning Ordinance by inserting “Prohibited Uses” as Subparagraph E to Section 9-4-8 (the “*Proposed Amendment*”); and

WHEREAS, the Zoning Board of Appeals held a public hearing on February 13, 2013 as to whether the Proposed Amendment should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said February 13, 2013 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 Amendment to Section 9-4-8 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 9-4-8 of Chapter 4 of Title 9, entitled "Home Occupations," is hereby amended by inserting Subparagraph E to read as follows:

E. Prohibited Uses: The operation of an industrial use typically only permitted in an I-1 or I-2 Industrial District or C-M Commercial-Manufacturing District or any type of automobile or motor vehicle repair service, operation or business as a home occupation is prohibited.

Section 4. 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 5. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook

County, Illinois this _____ day of March 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 March 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 SUPPLEMENT NUMBER 2 TO
THE PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR MOTOR FUEL
TAX FUNDS BY AND BETWEEN BAXTER AND WOODMAN, INCORPORATED AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(FRANKLIN AVENUE REHABILITATION PROJECT)**

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 SUPPLEMENT NUMBER 2 TO
THE PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR MOTOR FUEL
TAX FUNDS BY AND BETWEEN BAXTER AND WOODMAN, INCORPORATED AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(FRANKLIN AVENUE REHABILITATION PROJECT)**

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 Supplement Number 2 to the Preliminary Engineering Services Agreement for Motor Fuel Tax Funds by and between Baxter and Woodman, Incorporated and the Village of Franklin Park, Cook County, Illinois for Franklin Avenue Rehabilitation, Engineer's Project Number 110413.30 (the "*Supplement No. 2 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 Supplement No. 2 Agreement.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 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 March 2013.


 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Supplement No. 2 Agreement

Municipality Village of Franklin Park, Illinois	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds SUPPLEMENT NO. 2	C O N S U L T A N T	Name Baxter and Woodman, Inc.
Township				Address 8840 West 192 nd Street
County Cook				City Mokena
Section 09-00072-00-PV				State Illinois 60448

THIS AGREEMENT is made and entered into this _____ day of _____, 2013 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 Franklin Avenue Rehabilitation

Route FAU 3533 Length 1.581 Mi. 8,350 FT (Structure No. N/A)

Termini East of County Line Road (FAU 2685) to Williams Drive (FAU 1373)

Description:

Supplement No. 2 for the Phase I and II engineering services required for the rehabilitation of Franklin Avenue. See Exhibits A, B, and C. ENGINEER's Project No. 110413.30.

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, 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 Under \$50,000	Percentage Fees	(see note)
	<u>Cost Plus Fixed Fee</u>	%
	<u>Not To Exceed \$37,200.00</u>	%
	<u>As Shown on Attached Exhibits</u>	%
	<u>D and E</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 _____ 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 5 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 _____ 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 _____

By _____

Village Clerk

Title Village President

(Seal)

Executed by the ENGINEER:

Baxter & Woodman, Inc.

8840 West 192nd Street

Mokena, Illinois 60448

ATTEST:

By Peggy Yarbrow

By [Signature]

Title Deputy Secretary

Title Vice President

(Seal)

Approved

Date

Department of Transportation

Regional Engineer

VILLAGE OF FRANKLIN PARK, ILLINOIS
FRANKLIN AVENUE REHABILITATION
SECTION: 09-00072-00-PV
SUPPLEMENT NO. 2

EXHIBIT A

PROJECT DESCRIPTION

This project will consist of the engineering services required to prepare a Phase I Project Development Report for the rehabilitation of Franklin Avenue from east of County Line Road to Williams Drive in the Village of Franklin Park, Illinois. The project will include improvements to 1.581 miles (8,350 feet) of roadway, with pavement resurfacing, shoulder and curb and gutter construction, driveway removal and replacement, and pavement markings.

The following scope of services for Supplement No. 2 provides for the enhancement of the Phase I Project Report to extend the improvements from the previous Wolf Road project limit northwest to the new terminus described above and the preparation of the Phase II plans, specifications, and cost estimate for the overall project length.

The following scope of services does NOT include any intersection design studies; location drainage studies; improvements to any of the railroad crossings or the Wolf Road intersection; culvert or bridge extension or replacement; in-stream or other work requiring permits from the US Army Corps of Engineers, Illinois Environmental Protection agency, US Fish and Wildlife, or Illinois Department of Natural Resources; preparation or evaluation of a Preliminary Site Investigation (PSI); any right-of-way/easement acquisition including plats, legals, titles, appraisals, and negotiations; time required to fill out and submit an Environmental Survey Request Form; and preparation for and attendance at a public informational meeting.

I:\Crystal Lake\FRKPK\110413-FranklinSTP\Contract\Supplement no. 2\Exhibit A Description - Supplement No. 2.doc

VILLAGE OF FRANKLIN PARK, ILLINOIS
FRANKLIN AVENUE REHABILITATION
SECTION: 09-00072-00-PV
SUPPLEMENT NO. 2

EXHIBIT B

PHASE I
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 the DEPARTMENT and attend one FHWA/IDOT coordination meeting. Coordinate the improvements with the Canadian Pacific Railroad and the Illinois State Toll Highway Authority.
- **DRAFT REPORT**
 - **TOPOGRAPHIC SURVEY** - Perform supplemental topographic surveys of natural and manmade features within the roadway right-of-way in order to develop base sheets for project plan and profile drawings. The surveys will be based on State Plane Coordinates and NAVD88 control.
 - **FIELD EVALUATION** – Perform a field evaluation on the condition of existing pavements and curbs and gutters, and calculate quantities of pavement repair.
 - **PRELIMINARY GEOMETRIC PLANS** - Prepare an existing and proposed typical section and the preliminary geometric plan and profile design for the proposed improvements.
 - **DRAINAGE ANALYSIS** - Perform an analysis of the existing drainage system, an analysis of existing storm sewer outlets, an evaluation of the need for storm water detention, and the design of the proposed drainage improvements.

- **RIGHT-OF-WAY ANALYSIS** - Review proposed improvements for right-of-way needs. Identify necessary temporary construction easements, permanent easements, or right-of-way acquisition in order to complete the proposed improvements.
- **TRAFFIC MAINTENANCE ANALYSIS** - Prepare a Traffic Management Analysis that reports an overall strategy for accommodation of traffic through the Project route during construction. Confer with LA staff, emergency services, and public transportation agencies to consider local impacts and concerns. Analysis will identify the preferred traffic control method(s) and construction staging method(s). Design a traffic maintenance plan and a construction staging plan for the proposed improvements, which will include a detour plan, if necessary.
- **ESTIMATE OF COST** - Prepare a preliminary engineer's estimate of cost.
- **QC/QA** - Perform an in-house peer review and constructability review of the pre-final project development report and estimates of cost for the Project.
- **DRAFT REPORT** - Prepare a draft Local Project Development Report for Categorical Exclusion Group I and submit the report to the department for review and comment.
- **FINAL REPORT** - Revise the draft Local Project Development Report for Categorical Exclusion Group I in accordance with review comments from the department and submit the revised report for approval

VILLAGE OF FRANKLIN PARK, ILLINOIS
FRANKLIN AVENUE REHABILITATION
SECTION: 09-00072-00-PV
SUPPLEMENT NO. 2

EXHIBIT C

PHASE II
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** - Meet and coordinate the proposed improvements with the DEPARTMENT. Notify and coordinate the proposed improvements with utility companies, Canadian Pacific Railroad, and the Illinois State Toll Highway Authority.
- **PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**
 - **PRELIMINARY GEOMETRIC PLANS** - Prepare the pavement design and pre-final geometric plan and profile design for the proposed improvements.
 - **PROJECT DETAILS AND STANDARDS** – Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and DEPARTMENT Standard Detail sheets.
 - **ESTIMATE OF COST** - Prepare summary of quantities and an engineer's estimate of cost.
 - **SPECIAL PROVISIONS** – Prepare special provisions in accordance with DEPARTMENT guidelines.
 - **QC/QA** – Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimates of cost for the Project.

- **FINAL CONTRACT PLANS AND CONTRACT PROPOSAL**

- **FINAL CONTRACT PLANS AND CONTRACT PROPOSAL** - Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer's Estimate of Probable Construction Cost and submit these documents to the DEPARTMENT for the LA to receive construction bids. Make any necessary changes to the documents as required by the DEPARTMENT in order to secure approval. Submit one paper set of final contract documents to the LA.

I:\Crystal Lake\FRKPK\110413-FranklinSTP\Contract\Supplement no. 2\Exhibit C Phase II Scope - Supplement No. 2.doc

**PHASE I PRELIMINARY ENGINEERING FRANKLIN AVENUE REHABILITATION
SUPPLEMENT NO. 2 - EXHIBIT D**

ROUTE: FRANKLIN AVE (FAU 3533)
LOCAL AGENCY: VILLAGE OF FRANKLIN PARK
(Municipality/Township/County)
SECTION: 09-00072-00-PV
PROJECT:
JOB NO.: 110413.30

* FIRM'S APPROVED RATES ON FILE WITH IDOT'S
BUREAU OF ACCOUNTING AND AUDITING:

OVERHEAD RATE (OH) 152%
COMPLEXITY FACTOR (R) 0
CALENDER DAYS

METHOD OF COMPENSATION:
COST PLUS FIXED FEE 1 X 14.5% [(DL + R (DL) + OH (DL) + IHDC)
COST PLUS FIXED FEE 2 14.5% [(DL + R (DL) + 1.4 (DL) + IHDC)
COST PLUS FIXED FEE 3 14.5% [(2.3 + R) DL + IHDC]
SPECIFIC RATE
LUMP SUM

COST ESTIMATE OF CONSULTANT 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
MANAGE PROJECT									
MANAGE PROJECT	SENIOR ENGINEER IV	4	\$56.99	\$228.00	\$347.00		\$109.00	\$99.00	\$783.00
	SENIOR ENGINEER II	4	\$45.38	\$182.00	\$277.00			\$67.00	\$526.00
AGENCY COORDINATION									
AGENCY COORDINATION	SENIOR ENGINEER IV	2	\$56.99	\$114.00	\$173.00		\$109.00	\$57.00	\$453.00
	SENIOR ENGINEER II	4	\$45.38	\$182.00	\$277.00			\$67.00	\$526.00
DRAFT REPORT									
TOPOGRAPHIC SURVEY	CADD OPER III	16	\$35.34	\$565.00	\$859.00		\$178.00	\$232.00	\$1,834.00
	SURVEY TECH II	40	\$30.02	\$1,201.00	\$1,826.00			\$439.00	\$3,466.00
	ENGR TECH III	10	\$36.77	\$368.00	\$559.00			\$134.00	\$1,061.00
FIELD EVALUATION	SENIOR ENGINEER II	2	\$45.38	\$91.00	\$138.00		\$77.00	\$44.00	\$350.00
	ENGR TECH II	12	\$34.06	\$409.00	\$622.00			\$149.00	\$1,180.00
PRELIMINARY GEOMETRIC PLANS	SENIOR ENGINEER II	4	\$45.38	\$182.00	\$277.00			\$67.00	\$526.00
	ENGINEER II	16	\$32.62	\$522.00	\$793.00			\$191.00	\$1,506.00
DRAINAGE ANALYSIS	SENIOR ENGINEER III	4	\$50.80	\$203.00	\$309.00			\$74.00	\$586.00
RIGHT-OF-WAY ANALYSIS	SENIOR ENGINEER II	1	\$45.38	\$45.00	\$68.00			\$16.00	\$129.00
	ENGINEER II	1	\$32.62	\$33.00	\$50.00			\$12.00	\$95.00
TRAFFIC MAINTENANCE ANALYSIS	ENGINEER II	2	\$32.62	\$65.00	\$99.00			\$24.00	\$188.00
ESTIMATE OF COST	ENGINEER II	4	\$32.62	\$130.00	\$198.00			\$48.00	\$376.00
QC/QA	SENIOR ENGINEER IV	4	\$56.99	\$228.00	\$347.00			\$83.00	\$658.00
DRAFT REPORT	SENIOR ENGINEER II	10	\$45.38	\$454.00	\$690.00			\$166.00	\$1,310.00
	CLERICAL	4	\$24.34	\$97.00	\$147.00			\$35.00	\$279.00
FINAL REPORT									
FINAL REPORT	SENIOR ENGINEER II	4	\$45.38	\$182.00	\$277.00			\$67.00	\$526.00
	CLERICAL	2	\$24.34	\$49.00	\$74.00			\$19.00	\$142.00
TOTAL PHASE I		150		\$ 5,530	\$ 8,407	\$ -	\$ 473	\$ 2,090	\$ 16,500

IN-HOUSE DIRECT COSTS:
VEHICLE EXPENSES TRAVEL

852 MILES @ \$0.555/ MILE \$473

SERVICES BY OTHERS:

**PHASE II PRELIMINARY ENGINEERING FRANKLIN AVENUE REHABILITATION
SUPPLEMENT NO. 2 - EXHIBIT E**

ROUTE: FRANKLIN AVE (FAU 3533)
LOCAL AGENCY: VILLAGE OF FRANKLIN PARK
(Municipality/Township/County)
SECTION: 09-00072-00-PV
PROJECT:
JOB NO.: 110413.30

* FIRM'S APPROVED RATES ON FILE WITH IDOT'S
BUREAU OF ACCOUNTING AND AUDITING:

OVERHEAD RATE (OH) 152%
COMPLEXITY FACTOR (R) 0
CALENDER DAYS

METHOD OF COMPENSATION:
COST PLUS FIXED FEE 1 X 14.5% [(DL + R (DL) + OH (DL) +IHDC]
COST PLUS FIXED FEE 2 14.5% [(DL + R (DL) + 1.4 (DL) + IHDC]
COST PLUS FIXED FEE 3 14.5% [(2.3 + R) DL + IHDC]
SPECIFIC RATE
LUMP SUM

COST ESTIMATE OF CONSULTANT 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
MANAGE PROJECT									
MANAGE PROJECT	SENIOR ENGINEER IV	4	\$56.99	\$228.00	\$347.00		\$75.00	\$94.00	\$744.00
	SENIOR ENGINEER II	4	\$45.38	\$182.00	\$277.00			\$67.00	\$526.00
AGENCY COORDINATION									
AGENCY COORDINATION	SENIOR ENGINEER II	4	\$45.38	\$182.00	\$277.00			\$67.00	\$526.00
PRELIMINARY PLANS, SPECIFICATIONS, & ESTIMATE OF COST									
PRELIMINARY GEOMETRIC PLANS									
	SENIOR ENGINEER II	20	\$45.38	\$908.00	\$1,380.00			\$332.00	\$2,620.00
	ENGINEER II	60	\$32.62	\$1,957.00	\$2,975.00			\$715.00	\$5,647.00
	CADD OPER III	30	\$35.34	\$1,060.00	\$1,611.00			\$387.00	\$3,058.00
PROJECT DETAILS AND STANDARDS									
	ENGINEER II	4	\$32.62	\$130.00	\$198.00			\$48.00	\$376.00
	CADD OPER III	8	\$35.34	\$283.00	\$430.00			\$103.00	\$816.00
ESTIMATE OF COST									
	ENGINEER II	20	\$32.62	\$652.00	\$991.00			\$238.00	\$1,881.00
SPECIAL PROVISIONS									
	ENGINEER II	8	\$32.62	\$261.00	\$397.00			\$95.00	\$753.00
	CLERICAL	4	\$24.34	\$97.00	\$147.00			\$35.00	\$279.00
QC / QA									
	SENIOR ENGINEER IV	6	\$56.99	\$342.00	\$520.00			\$125.00	\$987.00
FINAL CONTRACT PLANS AND CONTRACT PROPOSAL									
FINAL CONTRACT PLANS AND CONTRACT PROPOSAL									
	SENIOR ENGINEER II	4	\$45.38	\$182.00	\$277.00			\$67.00	\$526.00
	ENGINEER II	10	\$32.62	\$326.00	\$496.00			\$119.00	\$941.00
	CADD OPER III	10	\$35.34	\$353.00	\$537.00			\$130.00	\$1,020.00
TOTAL PHASE II		196		\$ 7,143	\$ 10,860	\$ -	\$ 75	\$ 2,622	\$ 20,700
IN-HOUSE DIRECT COSTS:									
VEHICLE EXPENSES TRAVEL		136 MILES @ \$0.555/ MILE		\$75					
SERVICES BY OTHERS:									



**PHASE I AND II PRELIMINARY ENGINEERING FRANKLIN AVENUE REHABILITATION
SUPPLEMENT NO. 2 - EXHIBIT E**

ROUTE: FRANKLIN AVE (FAU 3533)
 LOCAL AGENCY: VILLAGE OF FRANKLIN PARK
 (Municipality/Township/County)
 SECTION: 09-00072-00-PV
 PROJECT:
 JOB NO.: 110413.30

* FIRM'S APPROVED RATES ON FILE WITH IDOT'S
 BUREAU OF ACCOUNTING AND AUDITING:

OVERHEAD RATE (OH) 152%
 COMPLEXITY FACTOR (R) 0
 CALENDER DAYS

METHOD OF COMPENSATION:
 COST PLUS FIXED FEE 1 X 14.5% [(DL + R (DL) + OH (DL) + IHDC]
 COST PLUS FIXED FEE 2 14.5% [(DL + R (DL) + 1.4 (DL) + IHDC]
 COST PLUS FIXED FEE 3 14.5% [(2.3 + R) DL + IHDC]
 SPECIFIC RATE
 LUMP SUM

COST ESTIMATE OF CONSULTANT 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
SUBTOTAL PHASE I									
		150		5,530	8,407	-	473	2,090	16,500
SUBTOTAL PHASE II									
		196		7,143	10,860	-	75	2,622	20,700
PROJECT TOTAL									
		346		\$12,673	\$19,267		\$548	\$4,712	\$37,200



THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1213-G-__

**AN ORDINANCE APPROVING AN ONLINE SUBSCRIPTION AGREEMENT BY
AND BETWEEN BACKFLOW SOLUTIONS, INCORPORATED AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

ORDINANCE NUMBER 1213-G-__

**AN ORDINANCE APPROVING AN ONLINE SUBSCRIPTION AGREEMENT BY
AND BETWEEN BACKFLOW SOLUTIONS, INCORPORATED AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

WHEREAS, Backflow Solutions, Incorporated (the "*BSI*") and the Village desire to enter into an online subscription agreement pursuant to which BSI will perform certain notification and data management functions to insure a functional backflow assembly test tracking system.

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 hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

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

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of March 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 March 2013.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

BSI ONLINE SUBSCRIPTION AGREEMENT

Effective this 14 day of February, 2013, Backflow Solutions Inc., an Illinois corporation ("BSI") and the City/Village of Franklin Park, State of Illinois, a body politic and corporate (the "Municipality"; BSI and Municipality may sometimes be referred to individually as a "Party" and collectively as the "Parties"), hereby enter into an online subscription agreement (the "Agreement") whereby BSI will perform certain notification and data management functions on behalf of the Municipality and the Municipality will provide BSI with the information described hereafter, and require that all companies that perform mandated backflow assembly ("Assembly" or "Assemblies") tests ("Backflow Test(s)") within the Municipality be directed to the BSI website to enter the result of each Backflow Test performed within the Municipality.

1. Municipality Responsibilities. In addition to any other responsibilities set forth in this Agreement, Municipality shall:

- (a) Furnish BSI with a current water customer billing database, which shall include a current list of all testable Assemblies, and identify the type of testable assembly, make, model number, serial number, size, hazard and the location address of each such Assembly (the "User Data").
- (b) Furnish the User Data in an electronic format, acceptable to BSI ("Electronic Data").
- (c) Cooperate with BSI for the purposes of updating User Data and other information to ensure the continuing accuracy of the "Online Database".

2. BSI Responsibilities. In addition to any other responsibilities set forth elsewhere in this Agreement, BSI shall through the use of its proprietary software (the "BSI Online Software");

- (a) Maintain the Online Database to insure a functional backflow assembly tracking system that is easy to understand and use by licensed testers ("Testers"). BSI shall also maintain an internet website (the "Web Site") where Testers shall input all data related to Backflow Tests they conduct within the Municipality (the "Test Report").
- (b) Send up to two (2) notices to water customers that have Assemblies, advising them that their Assembly is due for testing. The "Test Due Notice" shall be mailed approximately 30 days prior to the scheduled test date ("Test Date"). The second notice (the "Overdue Notice") shall be sent after the Test Date has passed if Backflow Test results have not been entered to the Online Data Base. The Overdue Notice will advise the water customer of its delinquent test status and recite the penalties which may result from failure to comply with the testing procedure. BSI shall transmit an electronic copy of each Test Report to the Municipality within a reasonable time following its receipt. To facilitate the testing procedure, the Test Due Notice will include the identity of the water customer's last Tester of record, together with all relevant contact information, provided that information is available to BSI. At the time the Test Due Notice is mailed to the water customer, BSI will also transmit a notice to the last Tester of record advising that Tester that the water customer's assembly is due to be tested (the "Tester Notification"). The Tester Notification is designed to increase test compliance, thereby reducing enforcement costs incurred by the Municipality.
- (c) Transmit a notice of non-compliance to the Municipality by electronic transmission ("e-mail") if BSI fails to receive a Test Report for a water customer within 15 days of the Overdue Notice.

3. Warranty and Hold Harmless.

(a) BSI hereby represents and warrants to Municipality that BSI is the owner of the BSI Online Software and Web Site or otherwise has the right to grant to Municipality the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, Municipality's sole remedy shall be to require BSI to either: i) procure, at BSI's expense, the right to use the software, or ii) refund to Municipality the full amount of the Subscription Fee.

(b) The Municipality acknowledges and agrees that the BSI Online Software and Web Site are the exclusive property of BSI and that BSI is making the BSI Online Software, Web Site and Online Data Base available to the Municipality and the Testers. While the BSI Online Software and Web Site enables Testers to upload completed test data, BSI accepts no responsibility or liability for fraudulent acts, errors or omissions which may be contained in the Test Reports.

4. Protection and Confidentiality. Municipality acknowledges that the BSI Online Software, Web Site and Online Data Base constitute and contain valuable proprietary products and trade secrets of BSI and/or its suppliers. Therefore, Municipality agrees:

(a) To respect and not to remove, obliterate, use or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the BSI Online Software or Web Site or output generated by the BSI Online Software or Web Site.

(b) That it will not modify, reverse engineer, disassemble, or decompile the BSI Online Software, or any portion thereof.

(c) That all copies of the BSI Online Software in any form provided by BSI or made by Municipality are the sole property of BSI and/or its suppliers. Municipality shall not have any right, title, or interest in any such BSI Online Software or Web Site or copies thereof except as provided in this Agreement, and further shall secure and protect all BSI Online Software, the Web Site and any documentation related thereto consistent with maintenance of BSI's proprietary rights therein.

(d) To treat (and take precautions to ensure that its employees treat) the BSI Online Software, Web Site and any documentation related thereto as confidential in accordance with the confidentiality requirements and conditions set forth below.

5. **Term of Subscription Agreement.** Municipality's subscription and this Agreement will be on a full calendar year basis. The subscription shall automatically renew for the next calendar year at the prevailing Subscription Fee.

6. **Inducement.** Municipality acknowledges and agrees that in order to induce BSI to provide the service contemplated by this Agreement, BSI will charge the sum of \$12.95 (the "Data Entry Charge") for each Test Report submitted to the Online Data Base. The Data Entry Charge shall be paid (by the "tester") prior to uploading the test data to the Online Data Base. Additional monies above the base price will be rebated 'less' credit card and administrative fees. Municipality shall require all Testers performing Backflow Tests in its community to post all Test Reports to the Online Data Base. Municipality further agrees that BSI may elect to increase the Data Entry Charge, at its sole discretion, effective January 1 of any calendar year, provided BSI provides the Municipality and known Testers not less than 30 days prior notice of each such increase. Should the Municipality elect to establish a price point greater than the agreed upon inducement fee procured by BSI a \$1 processing fee, including credit card cost per \$10 added will be assessed.

7. **Cost.** Municipality shall pay BSI the sum of \$495.00 per calendar year as the annual "Subscription Fee". The Subscription Fee is based on Municipality's ability to provide BSI acceptable Data. BSI may elect to increase the Subscription Fee, at its sole discretion, effective January 1 of any calendar year, provided BSI provides the Municipality not less than 30 days prior notice of each such increase.

8. **Termination.** Absent BSI's receipt of written notice of termination received by BSI no later than November 1 of the current calendar year, this Agreement will automatically renew on a calendar year basis for as long as Municipality remains a fully paid-up subscriber. BSI reserves the right to terminate this agreement at any time if Municipality fails to abide by the terms and conditions hereof. In the event of an early termination by either Party, there will be no refund of the Subscription Fee, or any part thereof. In the event that this Agreement is terminated for any reason, BSI, upon written request of the Municipality and receipt of an amount equal to the then current Subscription Fee, shall deliver all current User Data to Municipality in electronic format.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BACKFLOW SOLUTIONS, INC.,
an Illinois corporation

By: _____

Name: Brad Stancampiano _____

Title: Executive Vice President _____

Address:
12609 South Laramie Ave.
Alsip, Illinois 60803
Telephone: (800) 414-4990
Facsimile: (888) 414-4990

Village of Franklin Park, IL
a body politic and corporate

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____