

**VILLAGE OF FRANKLIN PARK
VOUCHER AND PAYMENT SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
04/15/13**

Payroll Ending	04/06/13	
Village Portion of Social Security	8,435.41	
Village Portion of Medicare	5,454.58	
Prior Month Village Portion of IMRF	79,464.44	
Payroll	520,451.92	
Special Payrolls		
Total Payroll Expense		\$ 613,806.35
Garra Expense		\$0.00
Manual Checks & Wires		
Manual Checks	19,541.64	
CITY OF CHICAGO	296,730.28	
ALLIED WASTE	105,838.15	
Total Manual Checks & Wires		422,110.07
ACH Debits		
Health Insurance Premium		
Other		
Total ACH Debits		\$0.00
Total Voucher	956,346.75	\$956,346.75
Grand Total Payments		\$1,992,263.17

Accounts Payable

Computer Check Proof List

User: cperez
 Printed: 04/11/2013 - 2:24 PM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1259 55813/1	Ace Hardware PAINT, THINNER, VOCOILENM, STAPLES Check Total:	140.70 140.70	04/19/2013	Check Sequence: 1 10-30-62040	ACH Enabled: No
Vendor:1260 55492/1 55542/1 55552/1 55630/1	Ace Hardware TRAY ROLLER, PIPE INSULATING, TIES, GLUE SPRAY, PAINT THINNER ACE ROLLER (15), COVERALLS (5), PAINT (4) EXTENSION CORD (6) Check Total:	209.78 31.96 257.85 71.94 571.53	04/19/2013 04/19/2013 04/19/2013 04/19/2013	Check Sequence: 2 35-01-52600 35-01-52600 35-01-52600 35-01-52600	ACH Enabled: No
Vendor:1263 55971/1	Ace Hardware KEY COPIES, WD 40, SILICON SPRAY Check Total:	14.76 14.76	04/19/2013	Check Sequence: 3 10-13-52600	ACH Enabled: No
Vendor:3364 1245111-03-2013	ADP Screening & Selection MONTHLY SCREENING SVCS MARCH 2013 Check Total:	25.46 25.46	04/19/2013	Check Sequence: 4 10-60-59000	ACH Enabled: No
Vendor:4624 03282013	ADVANCED COMMUNICATIONS NEW POLICE STATION DRAW #10A Check Total:	22,294.85 22,294.85	04/19/2013	Check Sequence: 5 54-01-50000	ACH Enabled: No
Vendor:4590 3000221410APR12 3000221421APR13 3000221465APR12 3000221498APR13	AEP Energy 2399 FRANKLIN AVENUE 0217099011 3/7-4/3 1047039057 11201 TAFT 3/13-4/9 2013 3/13-4/8 9364 FRANKLIN AVE 5732152069 3195005070 9400 GRAND AVENUE 3/13-4/9 20	81.49 52.63 171.82 147.29	04/19/2013 04/19/2013 04/19/2013 04/19/2013	Check Sequence: 6 35-01-62800 35-01-62800 10-50-62330 10-50-62330	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	453.23			
Vendor:3050 86631 87078	Air One Equipment, Inc. SPRING FIREHAWK (5) MANIFOLD CHECK, ASSEMBLY, AND TEST Check Total:	152.70 759.07 911.77	04/19/2013 04/19/2013	Check Sequence: 7 10-30-50800 10-30-50800	ACH Enabled: No
Vendor:2605 MARCH 2013	ALFRED G. RONAN, LTD. PROFESSIONAL SERVICES MARCH 2013 Check Total:	3,500.00 3,500.00	04/19/2013	Check Sequence: 8 10-12-67560	ACH Enabled: No
Vendor:1634 109090	Alpha Prime Communications IMPRES BATTERIES (13) Check Total:	812.00 812.00	04/19/2013	Check Sequence: 9 10-20-60331	ACH Enabled: No
Vendor:4418 887 887A 887B 887C	AM AUDIT 3590 MANNHEIM ROAD ORDINANCE CONSID. 9300 BELMONT ORDINANCE CONSIDERATION 9320 BELMONT FLEET ORDINANCE CONSID. 9621 PACIFIC AVE FLEET ORDINANCE CONSID. Check Total:	66.49 467.00 179.50 18.50 731.49	04/19/2013 04/19/2013 04/19/2013 04/19/2013	Check Sequence: 10 33-01-49980 33-01-49980 33-01-49980 33-01-49980	ACH Enabled: No
Vendor:2017 170201	AMERICANEAGLE.COM MONTHLY HOSTING FEE Check Total:	275.00 275.00	04/19/2013	Check Sequence: 11 10-02-54300	ACH Enabled: No
Vendor:5347 701-8023404 701-8032082 701-8032083 701-8040854	ARAMARK UNIFORM SERVICES RUBBER MATS AND SCRAPERS (7) STATION MATS 4/2/2013 RUBBER MATS AND SCRAPERS (5) RUBBER MATS AND SCRAPERS (9) Check Total:	71.07 71.07 94.52 94.52 331.18	04/19/2013 04/19/2013 04/19/2013 04/19/2013	Check Sequence: 12 10-20-52600 10-20-52600 10-13-52600 10-13-52600	ACH Enabled: No
Vendor:2809 7030	Artistic Engraving Co. LIEUTENANT BADGE Check Total:	87.50 87.50	04/19/2013	Check Sequence: 13 10-30-40806	ACH Enabled: No
Vendor:5242 708Z99267303	AT&T STONE PARK CONF BRIDGE 217-316 2013	181.98	04/19/2013	Check Sequence: 14 10-02-51200	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
708Z99273103	NORTHLAKE CONF BRIDGE 217-316 2013	181.98	04/19/2013	10-02-51200	
708Z99295903	MELROSE PARK CONFERENCE BRIDGE 217-316	181.98	04/19/2013	10-02-51200	
847671022103	VARIOUS DID & FAX LINES 217-316 2013	2,459.76	04/19/2013	10-02-51200	
847671035803	PRI CHARGES 217-316 2013	857.72	04/19/2013	10-02-51200	
847671605703	PD INVESTIGATIONS DSL 217-316 2013	79.31	04/19/2013	10-02-51200	
847671780603	CLERK FAX AND VH DSL 217-316 2013	93.70	04/19/2013	10-02-51200	
847R16127403	MONTHLY VARIOUS DID & FAX LINE 2/17-3/16	1,823.20	04/19/2013	10-02-51200	
847R16134103	VERIZON T1, VAR. RADIO FAX LINES 217-316	2,899.09	04/19/2013	10-02-51200	
847Z97028903	VILLAGE T1 LINES 217-316 2013	1,010.08	04/19/2013	10-02-51200	
	Check Total:	9,768.80			
Vendor:5351 131348616868413	AT&T MONTHLY 800 LINE CHARGES	42.45	04/19/2013	Check Sequence: 15 10-02-51200	ACH Enabled: No
	Check Total:	42.45			
Vendor:0717 858981344MAR13	AT&T LONG DISTANCE MONTHLY LONG DISTANCE 2/14-3/12	9.76	04/19/2013	Check Sequence: 16 10-02-51200	ACH Enabled: No
	Check Total:	9.76			
Vendor:0155 04052013	B&R & B&D GASOLINE INC. GAS& CAR WASH MARCH 2013	174.00	04/19/2013	Check Sequence: 17 10-20-50300	ACH Enabled: No
	Check Total:	174.00			
Vendor:1304 1303120001-0001	DENNIS BOHM CLAIM- REPAIRS TO 2001 MERCEDES	595.46	04/19/2013	Check Sequence: 18 10-32-62195	ACH Enabled: No
	Check Total:	595.46			
Vendor:1609 00318842	Bristol Hose & Fitting HYDRAULIC COMPONENT REPAIR FOR PLOWTRUCK	6.47	04/19/2013	Check Sequence: 19 08-01-50090	ACH Enabled: No
	Check Total:	576.47			
Vendor:0347 64940	Builders Chicago Corporation AMBULANCE BAY OVERHEAD DOOR REPAIR	246.00	04/19/2013	Check Sequence: 20 10-13-52600	ACH Enabled: No
	Check Total:	246.00			
Vendor:1771 249300061050113	CAPITAL ONE PUBLIC LEASE 2493-00061 5/1/2013	34,000.00	04/19/2013	Check Sequence: 21 10-20-80700	ACH Enabled: No
	Check Total:	34,000.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3236 2046-141464	CARQUEST ATTN: LARRY TRANS FILTER, FRICTION RDY CALIPER	-182.98	04/19/2013	Check Sequence: 22 08-01-50030	ACH Enabled: No
2046-141593	HUB ASSEMBLY FOR 470	146.95	04/19/2013	08-01-50030	
2046-141600	SENSOR HARNESS FOR 470	37.50	04/19/2013	08-01-50030	
2046-141610	HALOGEN SEALED BEAM FOR 479	6.19	04/19/2013	08-01-50030	
2046-141843	BATTERY FOR 872	108.38	04/19/2013	08-01-50020	
	Check Total:	116.04			
Vendor:1895 BJ58335	CDW Government, Inc. NEW PD SECURITY SYSTEM	1,142.99	04/19/2013	Check Sequence: 23 54-01-54000	ACH Enabled: No
	Check Total:	1,142.99			
Vendor:1823 03282013	CERAMI CONSTRUCTION CO LTD NEW POLICE STATION DRAW #10A	2,250.00	04/19/2013	Check Sequence: 24 54-01-50000	ACH Enabled: No
	Check Total:	2,250.00			
Vendor:0549 1044819	Certified Laboratories PREMALUBE RED, GREEN (121)	1,433.07	04/19/2013	Check Sequence: 25 08-01-89115	ACH Enabled: No
	Check Total:	1,433.07			
Vendor:1093 8893347	CHEAPER THAN DIRT AMMO (30)	1,817.70	04/19/2013	Check Sequence: 26 10-20-60610	ACH Enabled: No
	Check Total:	1,817.70			
Vendor:4311 101173	CHICAGO INDUSTRIAL TIRE REPAIR REAR TIRES ON 479	73.95	04/19/2013	Check Sequence: 27 08-01-50030	ACH Enabled: No
	Check Total:	73.95			
Vendor:0042 5000351936	CINTAS FIRST AID & SAFETY RESTOCK MEDICAL SUPPLY CABINET	165.90	04/19/2013	Check Sequence: 28 10-60-59000	ACH Enabled: No
	Check Total:	165.90			
Vendor:1420 412400 412400A	CLARK DIETZ, INC. VILLAGE FLOODPLAIN MNGMT SVCS 1/26-2/22 MUNICIPAL	62.50	04/19/2013	Check Sequence: 29 35-01-82800	ACH Enabled: No
	Check Total:	1,750.00	04/19/2013	35-01-82800	
		1,812.50			
Vendor:3644 APRIL 2013	COMCAST CABLE 9500 BELMONT AVENUE 4/7-5/6 2012	8.00	04/19/2013	Check Sequence: 30 10-02-51200	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	8.00			
Vendor:5257 0263010000/4 3195005070MAR13 5903506002MAR13	COMED 0263010000 129 W MANOR AVE APRIL 9400 GRAND STREET LIGHTS 2/12-3/13 5903506002 2599 SCOTT ST 2/13-3/14 2013	226.86 58.81 176.19 461.86	04/19/2013 04/19/2013 04/19/2013	Check Sequence: 31 35-01-62800 10-50-62330 10-50-62330	ACH Enabled: No
Vendor:5609 0009353389-0001 0009368103-0001 0009380816-0001	CONSTELLATION 0 N BELMONT 1018100065 2/12-3/12 0188785006 00 WS BELMONT 2/12-3/13 2012 0474092012 2713 SCOTT 2/12-3/14 2012	450.91 58.87 106.81 616.59	04/19/2013 04/19/2013 04/19/2013	Check Sequence: 32 10-50-62330 10-50-62330 10-50-62330	ACH Enabled: No
Vendor:2534 431 434 437	CONSTITUENT OUTREACH CONSULTAN E-MAIL DELIVERY SERVICES MARCH 2013 APRIL 2013 E-MAIL, DELIVERY SERVICES SCREENING SERVICES TELEPHONE TOWN HALL	1,500.00 1,500.00 1,700.00 4,700.00	04/19/2013 04/19/2013 04/19/2013	Check Sequence: 33 10-01-51885 10-01-51885 10-01-51885	ACH Enabled: No
Vendor:0416 102502 102502A 102506	COPS Testing Service Inc. LAW ENFORCEMENT PRE-EMPLYMNT PSYCH. EV LAW ENFORCEMENT PRE-EMPLYMNT POLY. EVA ORAL INTERVIEWS- 18 APPLICANTS	2,250.00 1,800.00 1,700.00 4,750.00	04/19/2013 04/19/2013 04/19/2013	Check Sequence: 34 10-40-62260 10-40-62260 10-40-62260	ACH Enabled: No
Vendor:1337 181351 181352	Corporate Business Cards, Ltd BUSINESS CARDS FOR CAJIGAS (500) VOFP BUSINESS CARDS- AINSWORTH	34.50 34.50 69.00	04/19/2013 04/19/2013	Check Sequence: 35 34-01-51800 10-12-59000	ACH Enabled: No
Vendor:1464 0000142322 090222	D & P CONSTRUCTION SWITCH STREET SWEEPINGS (2)	300.00 712.00 1,012.00	04/19/2013 04/19/2013	Check Sequence: 36 09-01-64000 09-01-64000	ACH Enabled: No
Vendor:3202 13938	DAI Environmental UNILEVER PROJECT 3203- MARCH 26 2013	10,073.85	04/19/2013	Check Sequence: 37 54-01-50000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	10,073.85			
Vendor:5459 2027177700 2027238094	DELUXE FOR BUSINESS LARGE CHECK STUBS (3000) PAYROLL CHECKS (2000) Check Total:	508.19 391.69 899.88	04/19/2013 04/19/2013	Check Sequence: 38 10-01-50400 10-01-51600	ACH Enabled: No
Vendor:3278 40080	Elevator Inspection Svc. Co. ELEVATOR REINSPECTION -3401 MT. PROSPECT Check Total:	25.00 25.00	04/19/2013	Check Sequence: 39 10-13-30780	ACH Enabled: No
Vendor:0800 2-212-71163	Fedex TRANSPORTATION/HANDLING CHARGES Check Total:	32.51 32.51	04/19/2013	Check Sequence: 40 10-20-80570	ACH Enabled: No
Vendor:0069 111949	FILLMORE ELECTRIC SUPPLY BULBS FOR BASELINE OF BELMONT PUMP HOUSE Check Total:	90.00 90.00	04/19/2013	Check Sequence: 41 34-01-62900	ACH Enabled: No
Vendor:3510 PINV574522 PINV582051	GARVEY'S OFFICE PRODUCTS BATTERIES (12) FIRE RESISTANCE CABINETS (2) Check Total:	182.71 7,070.00 7,252.71	04/19/2013 04/19/2013	Check Sequence: 42 34-01-62860 10-18-80700	ACH Enabled: No
Vendor:4247 8427	GP Designs Lic LED LIGHTS(TREE DECORATING-FRANKLIN AVE) Check Total:	1,032.50 1,032.50	04/19/2013	Check Sequence: 43 10-12-51870	ACH Enabled: No
Vendor:5200 9066502080 9092416396	GRAINGER HYDRAULIC DOOR CLOSER DRUM PUMP LEVER ACTION (2) Check Total:	136.35 179.46 315.81	04/19/2013 04/19/2013	Check Sequence: 44 10-13-52600 10-90-50110	ACH Enabled: No
Vendor:1555 21192 21193 21194 21195 21196	H & H ELECTRIC COMPANY STREET LIGHT MAINT GRAND AVE-MARTENS ST. STREET LIGHT MAINTENACE TRAFFIC SIGNAL OUTAGE REPAIR STREET LIGHT OUTAGES REPAIR 25TH AVE/GRAND AVE/BELMONT AVE SIG. MAIN	431.25 905.10 448.40 800.95 378.85	04/19/2013 04/19/2013 04/19/2013 04/19/2013 04/19/2013	Check Sequence: 45 10-90-62690 10-90-62690 10-90-62690 10-90-62690 10-90-62690	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
21207	TRAFFIC SIGNAL CONTRACT MAINT. 2/16-3/15 Check Total:	1,140.00 5,104.55	04/19/2013	10-90-62690	
Vendor:2022 I46290	Hastings Air-Energy Control GRABBER ASSEMBLY Check Total:	406.95 406.95	04/19/2013	Check Sequence: 46 10-30-62040	ACH Enabled: No
Vendor:5409 6337971	HD SUPPLY WATERWORKS, LTD SENSUS IPERL METER (16) Check Total:	1,888.00 1,888.00	04/19/2013	Check Sequence: 47 34-01-62835	ACH Enabled: No
Vendor:4497 37751MB	HEALY ASPHALT CO. LLC COLD PATCHING (23.94 TNS) Check Total:	3,084.32 3,084.32	04/19/2013	Check Sequence: 48 10-90-82781	ACH Enabled: No
Vendor:2586 458 F PARK 458 FRANKLIN PK 458 FRANKLINPK	HS&E Compliance Resources MUNICIPAL TRAINING 5/2/2013 MUNICIPAL TRAINING 5/2/2013 MUNICIPAL TRAINING 5/2/2013 Check Total:	400.00 1,000.00 400.00 1,800.00	04/19/2013 04/19/2013 04/19/2013	Check Sequence: 49 10-90-52000 34-01-52000 35-01-52000	ACH Enabled: No
Vendor:4445 14907 14908 15068	Illinois Fire Inspectors Assoc FIRE SPRINKLER SUMMIT- PASZOWSKI 3/6/13 FIRE SPRINKLER SUMMIT- CUPELLO 3/6/13 NFPA PLANS EXAMINER CLASS 4/5-4/26 2013 Check Total:	25.00 25.00 500.00 550.00	04/19/2013 04/19/2013 04/19/2013	Check Sequence: 50 10-13-52000 10-13-52000 10-30-52001	ACH Enabled: No
Vendor:1534 168825	JKS VENTURES, INC. 43.55 TONS CA-6-A STONE Check Total:	404.85 404.85	04/19/2013	Check Sequence: 51 10-90-62660	ACH Enabled: No
Vendor:0041 43209	JOSEPH MCLOUGHLIN 9500 BELMONT SPRING CLEANUP Check Total:	500.00 500.00	04/19/2013	Check Sequence: 52 10-90-62600	ACH Enabled: No
Vendor:3233 221118 221235 221241	Just Tires TIRE FOR 874 TIRES FOR 896, NEW VALVE STEM, BALANCE TIRES FOR 880, NEW VALVE STEM	153.02 758.88 153.02	04/19/2013 04/19/2013 04/19/2013	Check Sequence: 53 08-01-50020 08-01-50020 08-01-50020	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,064.92			
Vendor:2664 03282013	KELLENBERGER ELECTRIC NEW POLICE STATION DRAW #10A Check Total:	150,198.30 150,198.30	04/19/2013	Check Sequence: 54 54-01-50000	ACH Enabled: No
Vendor:0110 2899	KRIETER CONCRETE CONST. 2710-2714 WATER SYSTEM REPAIR Check Total:	3,595.00 3,595.00	04/19/2013	Check Sequence: 55 34-01-62860	ACH Enabled: No
Vendor:4410 00742	Kyle Gronert DESIGN SERVICES FOR THE APRIL NEWSLETTER Check Total:	350.00 350.00	04/19/2013	Check Sequence: 56 10-01-51880	ACH Enabled: No
Vendor:2772 03282013	L.J. MORSE NEW POLICE STATION DRAW #10A Check Total:	41,400.00 41,400.00	04/19/2013	Check Sequence: 57 54-01-50000	ACH Enabled: No
Vendor:0937 1061	Lauterbach & Amen,Llp PROFESSIONAL SERVICES FEBRUARY 2013 Check Total:	4,103.00 4,103.00	04/19/2013	Check Sequence: 58 10-01-67590	ACH Enabled: No
Vendor:1333 9301524266	Lawson Products, Inc. 80 AMP FUSES Check Total:	24.49 24.49	04/19/2013	Check Sequence: 59 08-01-89115	ACH Enabled: No
Vendor:5003 000973677	Gary Ligmanowski EMT RELICENSING FEE Check Total:	20.00 20.00	04/19/2013	Check Sequence: 60 10-30-82080	ACH Enabled: No
Vendor:2265 03282013	MIDCO INC NEW POLICE STATION DRAW #10A Check Total:	136,066.50 136,066.50	04/19/2013	Check Sequence: 61 54-01-50000	ACH Enabled: No
Vendor:5231 03282013	MIDWEST DECORATING NEW POLICE STATION DRAW #10A	24,219.00	04/19/2013	Check Sequence: 62 54-01-50000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	24,219.00			
Vendor:5091 5400123115 5400124715	MORTON SALT SAFE-T SALT (962480 LBS) SAFE-T SALT (518600 LBS) Check Total:	24,779.05 13,351.36 38,130.41	04/19/2013 04/19/2013	Check Sequence: 63 19-01-62650 19-01-62650	ACH Enabled: No
Vendor:1782 13-003	MTI Construction Services, LLC NEW POLICE STATION DRAW #10A Check Total:	60,485.67 60,485.67	04/19/2013	Check Sequence: 64 54-01-50000	ACH Enabled: No
Vendor:4521 0467190001/03 1765819023MAR13 7038369581MAR13	NICOR 02/26-03/26/13 0467190001 9545 BELMONT 9621 PACIFIC AVENUE 2/25-3/26 HEATING 9430 BELMONT AVENUE 2/25-3/26/2013 Check Total:	1,086.09 110.07 75.88 1,272.04	04/19/2013 04/19/2013 04/19/2013	Check Sequence: 65 10-20-52450 10-13-52550 54-01-61000	ACH Enabled: No
Vendor:2107 278-001856 278-001857	Norcomm Public Safety Comm. POLICE RECORDS MGMT STAFF APRIL 2013 NORCOMM 9-1-1 DISPATCH STAFF APRIL 2013 Check Total:	11,467.33 39,013.00 50,480.33	04/19/2013 04/19/2013	Check Sequence: 66 10-20-60400 10-14-40220	ACH Enabled: No
Vendor:1904 91413	O'HALLORAN KOSOFF GEITNER & CO LEGAL FEES Check Total:	902.89 902.89	04/19/2013	Check Sequence: 67 10-32-62195	ACH Enabled: No
Vendor:0627 1308848-IN	RAY O'HERRON BULBS, BATTERIES (4) Check Total:	157.62 157.62	04/19/2013	Check Sequence: 68 10-20-60330	ACH Enabled: No
Vendor:0141 APRIL 2013	Paramedic Services of IL, Inc. AMBULANCE BILLING DATES MARCH 2013 Check Total:	1,385.21 1,385.21	04/19/2013	Check Sequence: 69 10-30-62140	ACH Enabled: No
Vendor:0659 03282013	PATRIOT RANGE TECHNOLOGIES NEW POLICE STATION DRAW #10A Check Total:	144,835.95 144,835.95	04/19/2013	Check Sequence: 70 54-01-50000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0142 TM500304615	Patten Industries, Inc. TRANSMISSION REPAIR FOR DIGGING VEHICLE Check Total:	4,380.23 4,380.23	04/19/2013	Check Sequence: 71 35-01-50100	ACH Enabled: No
Vendor:4999 03262013	PAUL MCDONNELL & ASSOCIATES HEALTH INSPECTOR FEES MARCH 2013 Check Total:	960.00 960.00	04/19/2013	Check Sequence: 72 10-13-40207	ACH Enabled: No
Vendor:3945 03282013	Pioneer Press 52 WEEK SUBSCRIPTION 9545 BELMONT Check Total:	40.00 40.00	04/19/2013	Check Sequence: 73 10-01-51700	ACH Enabled: No
Vendor:1096 78786	Radco Communications, Inc. SPOT LIGHT FOR 878 & SPOT LIGHT HANDLES Check Total:	596.83 596.83	04/19/2013	Check Sequence: 74 08-01-50020	ACH Enabled: No
Vendor:2872 73177-001	Reebie Storage SCALE USE Check Total:	3.00 3.00	04/19/2013	Check Sequence: 75 10-20-60330	ACH Enabled: No
Vendor:5509 23034691 23066235	RICOH AMERICAS CORP. MONTHLY LEASE- PD COPIER 036-0027470-000 036-0020861 LEASE- FD COPIER Check Total:	537.78 300.10 837.88	04/19/2013 04/19/2013	Check Sequence: 76 10-02-80001 10-02-80001	ACH Enabled: No
Vendor:5402 5299953	RICOH PRODUCTION PRINT SOLUTIO AS/400 PRINTER MAINT VH 4/1-6/30 2013 Check Total:	471.00 471.00	04/19/2013	Check Sequence: 77 10-02-80001	ACH Enabled: No
Vendor:2364 5025432233 5025573047	RICOH USA PD QUARTERLY USAGE 12/15/12-3/14/2013 EQUIPMENT-CLERKS OFFICE 12/31/12-3/30/13 Check Total:	528.41 1,260.95 1,789.36	04/19/2013 04/19/2013	Check Sequence: 78 10-02-80001 10-02-80001	ACH Enabled: No
Vendor:0833 03282013	RILEY CONSTRUCTION CO NEW POLICE STATION DRAW #10A Check Total:	4,000.61 4,000.61	04/19/2013	Check Sequence: 79 54-01-50000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1735 04032013	ROBERT MICHALOWSKI ARCHITECTURAL SERVICES APRIL 2013 Check Total:	1,417.00 1,417.00	04/19/2013	Check Sequence: 80 10-12-52925	ACH Enabled: No
Vendor:2081 1099M-MARCH	ROSENTHAL, MURPHY POLICE DEPT ISSUES MARCH 2013 Check Total:	225.00 225.00	04/19/2013	Check Sequence: 81 10-20-64000	ACH Enabled: No
Vendor:0047 282179	Rydin Sign and Decal 13-14 VENDING DECAL (700) Check Total:	446.79 446.79	04/19/2013	Check Sequence: 82 10-90-62325	ACH Enabled: No
Vendor:5529 88870	SEAWAY SUPPLY WIPER SCRIM FLAT Check Total:	50.00 50.00	04/19/2013	Check Sequence: 83 34-01-52200	ACH Enabled: No
Vendor:5348 03182013	SECRETARY OF STATE: ATTN: DRIVER LICENSE SUSPENSIONS Check Total:	20.00 20.00	04/19/2013	Check Sequence: 84 10-20-60330	ACH Enabled: No
Vendor:1899 6738555	Service Sanitation, Inc. PORTABLE RESTROOM, DISPOSAL, ADDITIVE Check Total:	152.05 152.05	04/19/2013	Check Sequence: 85 10-90-62590	ACH Enabled: No
Vendor:3565 03282013	SHERMAN MECHANICAL- HVAC NEW POLICE STATION DRAW #10A Check Total:	87,318.00 87,318.00	04/19/2013	Check Sequence: 86 54-01-50000	ACH Enabled: No
Vendor:3739 233525	SMG Security Systems, Inc. MONITORING CENTRAL SYSTEM 4/1-6/30 Check Total:	105.00 105.00	04/19/2013	Check Sequence: 87 10-13-52600	ACH Enabled: No
Vendor:3336 1	Smith Lasalle STRUCTURAL REVIEW OF WATER TOWER CALCULATIONS Check Total:	1,350.00 1,350.00	04/19/2013	Check Sequence: 88 34-01-82800	ACH Enabled: No
Vendor:4125 304555526-108	SPRINT CELL PHONE CHARGES 2/24-3/23 2013	27.16	04/19/2013	Check Sequence: 89 10-02-80300	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	27.16			
Vendor:3795	Standard Equipment Company			Check Sequence: 90	ACH Enabled: No
C81405	DECAL-SLOW MOVE (3)	116.67	04/19/2013	10-90-50110	
C81438	DECAL SLOW MOVE	38.89	04/19/2013	10-90-50110	
C81905	PRIMARY ELEMENT, SAFETY ELEMENT	77.70	04/19/2013	10-90-50110	
C81911	FILL HOSE CONNECTOR	212.80	04/19/2013	10-90-50110	
	Check Total:	446.06			
Vendor:0183	SUBURBAN WELDING STEEL, LLC			Check Sequence: 91	ACH Enabled: No
53160	LABOR TO DRILL HOLE, 12 PIECE BOLTS	317.31	04/19/2013	10-90-50100	
53210	PLOW WHEEL MOUNT REPAIR PLOW 229	75.00	04/19/2013	10-90-50100	
53216	MATERIAL/LABOR REPAIR MIRROR BRACKETS	76.19	04/19/2013	10-90-50100	
53244	PLOW 225 TRIPPED SPRING REPAIR	380.69	04/19/2013	10-90-50100	
53245	DAMAGED CASTER BOLT REPLACEMENT 229	150.00	04/19/2013	10-90-50100	
53275	FORD BACK HOE MATERIAL LABOR	99.46	04/19/2013	10-90-50100	
53285	PLOW 203 CASTER MOUNT BLADE REPLACEMENT	543.75	04/19/2013	10-90-50100	
53286	REPAIR DRIVER SIDE DOOR TRUCK 229	93.75	04/19/2013	10-90-50100	
53288	WELD PLATE #203	305.08	04/19/2013	10-90-50100	
53301	PAYLOADER #2 EXISTING BLADE, FLIP REPAIR	450.00	04/19/2013	10-90-50100	
53317	SALT SPREADER REPAIR, WELDED #229	229.27	04/19/2013	10-90-50100	
53318	FLAT EXP METAL CUTTING FOR SALT DOME	20.85	04/19/2013	10-90-50100	
53382	PLOW 229 NEW CASTER ASSEMBLY	300.16	04/19/2013	10-90-50100	
53422	PLOW WHEEL, BLADE, CASTER TOWER RPR 204	300.00	04/19/2013	10-90-50100	
	Check Total:	3,341.51			
Vendor:3075	Terminal Supply Company			Check Sequence: 92	ACH Enabled: No
17707-00	HIGH AMP CIRCUIT BREAKER	361.08	04/19/2013	08-01-50090	
	Check Total:	361.08			
Vendor:1505	THE JORDAN GROUP			Check Sequence: 93	ACH Enabled: No
04012013	MARCH PUBLIC AFFAIRS MKTNG PR CONSULT	5,000.00	04/19/2013	10-01-51885	
	Check Total:	5,000.00			
Vendor:0617	THE SIDWELL COMPANY			Check Sequence: 94	ACH Enabled: No
1835008	45TH EDITION COOK COUNTY LEASE ATLASES	382.00	04/19/2013	10-90-51700	
91984	45TH EDITION OF COOK COUNTY LEASE ATLAS	382.00	04/19/2013	10-12-51700	
	Check Total:	764.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:5423 15556 15556A	THIRD MILLENNIUM UTILITY BILL RENDERING MARCH 2013 UTILITY BILL RENDERING MARCH 2013 Check Total:	881.01 474.38 1,355.39	04/19/2013 04/19/2013	Check Sequence: 95 34-01-62857 35-01-62857	ACH Enabled: No
Vendor:3020 J34901970101 J35025570101 J35025570102 J35025570103 J35688160101 J35688160108	TIGERDIRECT.COM LAPTOP CASES (BRIEFCASE 2) VISIONTEK PORT, CENTON 8GB DDR3 HP Z220 CI7 3.4 1TB DVDRW W7P64 DESKTOP WARRANTY PD 3 YEARS SURGE PROTECTOR (2), TABLET LED MONITOR 24" (7) Check Total:	82.37 295.26 999.99 124.98 442.41 909.93 2,854.94	04/19/2013 04/19/2013 04/19/2013 04/19/2013 04/19/2013 04/19/2013	Check Sequence: 96 10-02-50700 54-01-54000 54-01-54000 10-02-80000 10-02-50700 54-01-54000	ACH Enabled: No
Vendor:2079 76180	Traffic Control & Protection 24" HIP NO TRUCKS SYMBOL (24) Check Total:	997.80 997.80	04/19/2013	Check Sequence: 97 10-90-62610	ACH Enabled: No
Vendor:0829 1324112	TRANS CHICAGO SEAL KIT FOR 229 Check Total:	25.23 25.23	04/19/2013	Check Sequence: 98 08-01-50090	ACH Enabled: No
Vendor:3357 0001756-IL 0002114-IL	US HEALTHWORKS NEW HIRE PHYSICALS, DRUG SCREENS (4) POST ACCIDENT DRUG & ALCOHOL TEST Check Total:	720.00 55.00 775.00	04/19/2013 04/19/2013	Check Sequence: 99 10-52-53000 10-52-53000	ACH Enabled: No
Vendor:2990 113231	V3 Consultants Ltd of Illinois USEPA CLEANUP GRANT 12/30/12-1/26/13 Check Total:	656.79 656.79	04/19/2013	Check Sequence: 100 42-01-67590	ACH Enabled: No
Vendor:8253 03282013	VALLEY SECURITY COMPANY NEW POLICE STATION DRAW #10A Check Total:	17,109.90 17,109.90	04/19/2013	Check Sequence: 101 54-01-50000	ACH Enabled: No
Vendor:5425 9702264453MAR13	VERIZON WIRELESS MONTHLY VERIZON CELL 2/26-3/25 2012 Check Total:	3,762.24 3,762.24	04/19/2013	Check Sequence: 102 10-02-80300	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4957 MARCH 2013 MARCH 2013A MARCH 2013B	Visa 2 BRIGHTSPARKS SYNCHBACHS AMAZON AMAZON Check Total:	464.10 3.64 4.32 472.06	04/19/2013 04/19/2013 04/19/2013	Check Sequence: 103 10-02-54200 10-02-50700 10-02-50700	ACH Enabled: No
Vendor:4324 03282013	WAMPACH WOODWORK NEW POLICE STATION DRAW #10A Check Total:	24,776.37 24,776.37	04/19/2013	Check Sequence: 104 54-01-50000	ACH Enabled: No
Vendor:0209 219754-000	Ziebell Water Service Pdts. COPPER USED FOR WATER LINE SUPPLY Check Total:	1,314.20 1,314.20	04/19/2013	Check Sequence: 105 34-01-62860	ACH Enabled: No
	Total for Check Run: Total Number of Checks:	956,346.75 105			

JF 0000 52

Accounts Payable

Manual Check Proof List

User: tgoals
Printed: 04/10/2013 - 4:27 PM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 1302			RONALDHELLER				
				305586	04/01/2013		
04012013	716.00	04/05/2013	PER DIEM EXPENSES FOR CONFERENCE			10-01-52120	
Total for Check	716.00						
Total for 1302	716.00						
Vendor: 2081			ROSENTHAL, MURPHY				
				305588	04/01/2013		
1099M-FEB1	1,320.00	04/05/2013	INVOICE DIFFERENTIAL- PD ISSUES FEB			10-20-64000	
			13				
Total for Check	1,320.00						
Total for 2081	1,320.00						
Vendor: 3251			PEREZ, CYNTHIA				
				305587	04/01/2013		
04012013	716.00	04/05/2013	PER DIEM EXPENSES FOR CONFERENCE			10-01-52120	
Total for Check	716.00						
Total for 3251	716.00						
Total Checks:	2,752.00						

JE 000052

Accounts Payable Manual Check Proof List

User: tgols
Printed: 04/10/2013 - 4:31 PM

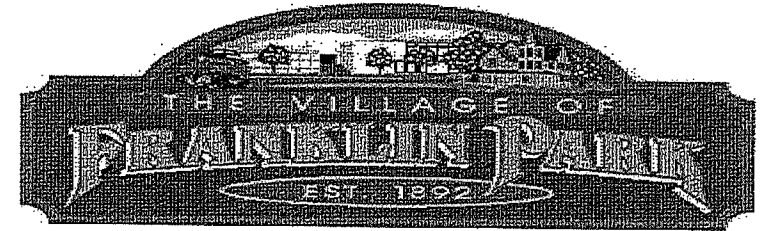


Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0872			Currie Motors Chevrolet Inc				
				305669	04/05/2013		
39727	2,000.00	04/05/2013	DEPOSIT FEE FOR TWO CHEVY VOLTS			10-13-80300	
Total for Check	2,000.00						
Total for 0872	2,000.00						
Vendor: 3374			CHARLOTTEMESSINA				
				305668	04/05/2013		
1302130006-0002	260.12	04/05/2013	REIMBURSEMENT FOR RENTAL BILL			10-32-62195	
Total for Check	260.12						
Total for 3374	260.12						
Total Checks:	2,260.12						

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 04/11/2013 - 2:22 PM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0976	WEST SUBURBAN SPECIAL						
05042013	5,000.00	04/10/2013	FITNESS GRANT	305672	04/09/2013		
Total for Check	5,000.00						10-01-51885
Total for 0976	5,000.00						
Vendor: 1919	CVS						
04102013	344.00	04/10/2013	FIRST AID SUPPLIES	305677	04/10/2013		
04102013-1	343.00	04/10/2013	FIRST AID SUPPLIES				34-01-62590
04102013-2	343.00	04/10/2013	FIRST AID SUPPLIES				35-01-62590
Total for Check	1,030.00						10-90-62590
Total for 1919	1,030.00						
Vendor: 3233	Just Tires						
220360-A	278.50	04/10/2013	INVOICE DIFFERENTIAL ON 220360	305674	04/09/2012		
Total for Check	278.50						08-01-50020
Total for 3233	278.50						
Vendor: 4207	J.W. KRAMER CO.						
1696	4,900.00	04/10/2013	RECAULK PRECAST JOINTS ON GRAND AVE	305675	04/10/2013		
Total for Check	4,900.00						10-90-62600
Total for 4207	4,900.00						

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 4308			Leyden High Schools				
03182013	500.00	04/10/2013	ATHLETIC GRANT	305671	04/09/2013		10-01-51885
Total for Check	500.00						
Total for 4308	500.00						
Vendor: 5255			WEST CENTRAL				
05102013	700.00	04/10/2013	INTERGOVERNMENTAL GRANT	305670	04/09/2013		10-01-51885
Total for Check	700.00						
Total for 5255	700.00						
Vendor: 5257			COMED				
5732152069MAR13	498.83	04/10/2013	9364 FRANKLIN AVENUE UNIT F 2/12-3/13	305673	04/09/2013		10-50-62330
7603147072MAR13	842.19	04/10/2013	11400 COPENHAGEN CT				35-01-62800
Total for Check	1,341.02						
Total for 5257	1,341.02						
Vendor: 5342			TRI-ANGLE SCREEN PRINT				
127074	310.00	04/10/2013	SUPERVISOR SHIRTS	305676	04/10/2013		10-90-60600
127074A	235.00	04/10/2013	SUPERVISOR SHIRTS				35-01-60600
127074B	235.00	04/10/2013	SUPERVISOR SHIRTS				34-01-60600
Total for Check	780.00						
Total for 5342	780.00						
Total Checks:	14,529.52						

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 1213-R- _____

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS HONORING ANGELO "SKIP" SAVIANO**

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 HONORING ANGELO “SKIP” SAVIANO**

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, Angelo “Skip” Saviano grew up and is raising his family as part of the Leyden Township community; and

WHEREAS, Angelo “Skip” Saviano has served for over 25 years in public service, first as Leyden Township Supervisor in 1989 culminating in his election to the General Assembly as State Representative of the 77th District until recently retiring as Assistant Minority Leader in the Illinois House of Representatives; and

WHEREAS, Angelo “Skip” Saviano has served the residents of the Village and Leyden Township by leading the fight to protect the rights of individuals diagnosed with autism spectrum disorder, to create legislation protecting and improving public safety, to cut wasteful spending and to reform the Illinois budget process; and

WHEREAS, Angelo “Skip” Saviano vigorously worked on behalf of the Village in order to ensure funding was available to assist with the repaving of both local and state owned roads in the Village as well as the construction of the police station in the Village; and

WHEREAS, Angelo “Skip” Saviano has faithfully performed his duties to the residents of the Village and Leyden Township by dedicating his personal and professional life zealously fighting for their needs.

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 President and Board of Trustees of the Village of Franklin Park, on behalf of themselves and the entire community, do hereby extend their sincere appreciation to Angelo “Skip” Saviano for his years of dedicated service to the Village and Township and his performance as State Representative with the utmost professionalism.

Section 2. That the Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to Angelo “Skip” Saviano.

Section 3. That 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 April 2013, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of April 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, 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 duties and responsibilities of this position have changed and it no longer requires the performance of duty for at least 1000 hours per year, effective March 5, 2013.

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 requires the performance of duties for 1,000 hours per year and therefore 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 April 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 April 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 APPROVING AN AGREEMENT BY AND BETWEEN
RICOH AMERICAS CORPORATION 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 AGREEMENT BY AND BETWEEN RICOH AMERICAS CORPORATION AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

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

Section 1. That the above 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 Ricohs Americas Corporation and the Village of Franklin Park (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

Section 5. All ordinances, resolutions, motions or orders in conflict with this Ordinance are

hereby repealed to the extent of such conflict.

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

(Intentionally Left Blank)

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Agreement

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

ORDINANCE

NUMBER 1213-G- __

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

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

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

ORDINANCE NUMBER 1213-G- __

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

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

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

WHEREAS, the Village requires such service as part of its 2013 Grass Cutting Program for Disabled Property Owners (the "*Program*"); and

WHEREAS, Rey's Landscaping and the Village desires to enter into a certain agreement pursuant to which Rey's Landscaping will provide grass cutting service to the Program.

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

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

Section 2. The Agreement to Contract for Grass Cutting Service by and between the Village of Franklin Park, Cook County, Illinois and Rey's Landscaping (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village

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

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

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

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

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

(Intentionally Left Blank)

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Rey's Landscaping, located at 2705 Sarah Street, Franklin Park, Illinois 60131 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing grass cutting service; and

C. The Village requires grass cutting services as part of its 2013 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Service may be amended at any time by the Village. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service the amount of Fifteen Dollars and no/100 (\$15.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Service for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Service, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Service, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials,

agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Service, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration

required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred

by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Service. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Lisa Anthony

If to Contractor: Rey's Landscaping
2705 Sarah Street
Franklin Park, Illinois 60131

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2013.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

EXECUTED this _____ day of _____ 2013.

Village of Franklin Park, Cook County, Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2013.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

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

ORDINANCE

NUMBER 1213-G- __

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

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

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

ORDINANCE NUMBER 1213-G- __

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

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

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

WHEREAS, the Village requires such service as part of its 2013 Grass Cutting Program for Disabled Property Owners (the "*Program*"); and

WHEREAS, PTL Maintenance & Landscaping, Inc. and the Village desires to enter into a certain agreement pursuant to which PTL Landscaping & Maintenance, Inc. will provide grass cutting service to the Program.

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

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

Section 2. The Agreement to Contract for Grass Cutting Service by and between the Village of Franklin Park, Cook County, Illinois and PTL Landscaping & Maintenance, Inc. (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby

approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

(Intentionally Left Blank)

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and PTL Landscaping & Maintenance, Inc., located at 17 W 514 McNair, Addison, Illinois 60101 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing grass cutting service; and

C. The Village requires grass cutting services as part of its 2013 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Service may be amended at any time by the Village. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service the amount of Fifteen Dollars and no/100 (\$15.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Service for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Service, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Service, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials,

agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Service, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration

required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred

by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Service. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Lisa Anthony

If to Contractor: PTL Landscaping & Maintenance, Inc.
17 W 514 McNair
Addison, Illinois 60101

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2013.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

EXECUTED this _____ day of _____ 2013.

Village of Franklin Park, Cook County, Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2013.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1213-G- __

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

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

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

ORDINANCE NUMBER 1213-G- __

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

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

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

WHEREAS, the Village requires such service as part of its 2013 Grass Cutting Program for Disabled Property Owners (the "*Program*"); and

WHEREAS, Biundo Landscaping and the Village desires to enter into a certain agreement pursuant to which Biundo Landscaping will provide grass cutting service to the Program.

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

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

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

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

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

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

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

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

(Intentionally Left Blank)

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Biundo Landscaping, located at 3541 Britta Avenue, Franklin Park, Illinois 60131 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing grass cutting service; and

C. The Village requires grass cutting services as part of its 2013 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Service may be amended at any time by the Village. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service the amount of Fifteen Dollars and no/100 (\$15.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Service for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Service, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Service, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials,

agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Service, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration

required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred

by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Service. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Lisa Anthony

If to Contractor: Biundo Landscaping
3541 Britta Avenue
Franklin Park, Illinois 60131

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2013.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

EXECUTED this _____ day of _____ 2013.

Village of Franklin Park, Cook County, Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2013.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN
PARK, COOK COUNTY, ILLINOIS AUTHORIZING AND
PROVIDING FOR THE ISSUE OF NOT TO EXCEED
\$13,500,000 GENERAL OBLIGATION LIMITED TAX
DEBT CERTIFICATES, SERIES 2013**

Village President
Barrett F. Pedersen

Village Clerk
Tommy Thomson

Trustees
Tom Brimie
John Johnson
Cheryl McLean
Randy Petersen
Rosalba Rodriguez
Bill Ruhl

**Passed by the Village President
and Board of Trustees of the
Village of Franklin Park this 16th
day of April, 2013**

TABLE OF CONTENTS

SECTION	HEADING	PAGE
SECTION 1.	DEFINITIONS	2
SECTION 2.	INCORPORATION OF PREAMBLES	6
SECTION 3.	DETERMINATION TO AUTHORIZE AND ENTER INTO AGREEMENT AND TO ISSUE CERTIFICATES	6
SECTION 4.	AGREEMENT IS A GENERAL OBLIGATION; ANNUAL APPROPRIATION	6
SECTION 5.	EXECUTION AND FILING OF THE AGREEMENT	6
SECTION 6.	CERTIFICATE DETAILS	12
SECTION 7.	GLOBAL BOOK-ENTRY SYSTEM	12
SECTION 8.	EXECUTION; AUTHENTICATION	13
SECTION 9.	REDEMPTION	14
SECTION 10.	REDEMPTION PROCEDURES	15
SECTION 11.	REGISTRATION OF CERTIFICATES; PERSONS TREATED AS OWNERS	18
SECTION 12.	FORM OF CERTIFICATE	19
SECTION 13.	SALE OF CERTIFICATES	24
SECTION 14.	SECURITY	25
SECTION 15.	CREATION OF FUNDS AND APPROPRIATIONS	25
SECTION 16.	DEFEASANCE OF THE CERTIFICATES	26
SECTION 17.	GENERAL ARBITRAGE COVENANTS	26
SECTION 18.	TAX COVENANTS	28
SECTION 19.	NONCOMPLIANCE WITH TAX COVENANTS	29
SECTION 20.	REIMBURSEMENT	29
SECTION 21.	CONTINUING DISCLOSURE UNDERTAKING	30
SECTION 22.	REGISTERED FORM	30
SECTION 23.	LIST OF REGISTERED OWNERS	30
SECTION 24.	DUTIES OF CERTIFICATE REGISTRAR	30
SECTION 25.	ADDITIONAL OBLIGATIONS	32

SECTION 26.	MUNICIPAL BOND INSURANCE	32
SECTION 27.	SUPPLEMENTAL DOCUMENTS	32
SECTION 28.	SEVERABILITY	33
SECTION 29.	REPEALER AND EFFECTIVE DATE	33

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN
PARK, COOK COUNTY, ILLINOIS AUTHORIZING AND
PROVIDING FOR THE ISSUE OF NOT TO EXCEED
\$13,500,000 GENERAL OBLIGATION LIMITED TAX
DEBT CERTIFICATES, SERIES 2013**

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

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

WHEREAS, the Village President and the Board of Trustees (the "Board of Trustees") has considered the needs of the Village and, in so doing, the Board of Trustees has deemed and does now deem it advisable, necessary, and for the best interests of the Village to undertake various capital improvements, including the expansion and repair of the combined waterworks and sewerage system, and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work and to the Agreement hereinafter provided for in this Ordinance (collectively, the "2013 Project"), all as approved by the Board of Trustees; and

WHEREAS, the Board of Trustees has determined the total cost of the 2013 Project to be not less than \$13,500,000 plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the Village are not available to pay the costs of the 2013 Project, and it will, therefore, be necessary to borrow money in the amount of \$13,500,000 for the purpose of paying such costs; and

WHEREAS, pursuant the Installment Purchase Provisions of the Debt Reform Act, the Village has the power to issue certificates evidencing the indebtedness incurred under an installment purchase agreement made with the Village Treasurer as nominee-seller; and

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

- (1) To authorize an installment purchase agreement (the "Agreement") more particularly as described and provided below in the text of this Ordinance;
- (2) To name as counter-party to the Agreement the Village Treasurer (the "Village Treasurer"), as nominee-seller;
- (3) To authorize the Village President (the "Village President") and the Village Clerk (the "Village Clerk") to execute and attest, respectively, the Agreement on behalf of the Village and to authorize the filing of the same with the Village Clerk in his capacity as keeper of the records and files of the Village; and
- (4) To issue certificates evidencing the indebtedness incurred under the Agreement in an amount not to exceed \$13,500,000, in form and having such details as set forth below in the text of this Ordinance.

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

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

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

Agreement
Applicable Law
Board of Trustees
Debt Reform Act
Illinois Municipal Code
Installment Purchase Provisions

State
Village
Village Clerk
Village President
Village Treasurer
2013 Project

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

"Additional Certificates" means any certificates or installment purchase agreements issued in the future in accordance with the provisions of the Debt Reform Act.

"Authorized Denominations" means \$5,000 and integral multiples of \$5,000.

"Bond Counsel" means, with respect to the original issuance of the Certificates, Louis F. Cainkar, Ltd., Chicago, Illinois, as thereafter, any firm of attorneys of nationally recognized expertise with respect to the obligations of political subdivisions, selected by the Village.

"Bond Insurer" means the company, if any, issuing the Municipal Bond Insurance Policy.

"Book Entry Form" means the form of the Certificates as fully registered and available in physical form only to the Depository.

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

"Certificate Fund" means the fund established and defined in Section 15 of this Ordinance.

"Certificateholder" means the owners of the Certificates.

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

"Certificate Order" means an order, to be executed by the Village President, and setting forth certain details of the Certificates as provided in Section 6 and Section 13 of this Ordinance.

"Certificate Purchase Agreement" is defined in Section 13 of this Ordinance.

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

"Certificate Registrar" means the person or financial institution designated in the Certificate Order as certificate registrar hereunder, or a successor thereto or a successor designated as Certificate Registrar hereunder.

"Certificates" means the not to exceed \$13,500,000 General Obligation Limited Tax Debt Certificates, Series 2013 authorized to be issued by this Ordinance.

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

"Dated Date" means the date on which the Certificates begin to accrue interest.

"Defeasance Obligations" means (a) direct and general full faith and credit obligations of the United States Treasury ("Directs"), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury or the Federal Deposit Insurance Corporation.

"Depository" means The Depository Trust Company, New York, New York or successor depository duly qualified to act as a securities depository and acceptable to the Village.

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

"Expense Account" means the account in the Project Fund used for the payment of the expenses of the issuance of the Certificates.

"Global Book-Entry System" means the system for the initial issuance of the Certificates as described in Section 7 of the Ordinance.

"Municipal Bond Insurance Policy" is defined in Section 26 of this Ordinance.

"Official Statement" is defined in Section 13 of this Ordinance.

"Ordinance" means Ordinance No. _____ passed by the Board of Trustees on April 16, 2013.

"Outstanding" when used with reference to the Certificates and Additional Certificates means such of those Certificates which are outstanding and unpaid: provided, however, such term shall not include any of the Certificates or Additional Certificates (i) which have matured and for which moneys are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, or other obligations unconditionally guaranteed as to timely payment by the United States Treasury or the Federal Deposit Insurance Corporation, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal of and interest on such Certificates or Additional Certificates.

"Paying Agent" means the person or financial institution designated in the Certificate Order as paying agent hereunder, or a successor thereto or a successor designated as Paying Agent hereunder.

"Project Fund" means the fund established and defined in Section 15 of this Ordinance. The Project Fund consists of the Expense Account and the Project Account.

"Purchase Price" means the price paid by the Purchaser for the Certificates as set forth in Section 13 of this Ordinance.

"Purchaser" means George K. Baum & Company, Chicago, Illinois.

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

"Representations Letter" means such agreement or agreements by and among the Village, the Certificate Registrar, and the Depository as shall be necessary to effectuate a book-entry system for the Certificates, and includes the Blanket Letter of Representations executed by the Village and the Depository.

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

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

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

“Term Certificates” means Certificates subject to mandatory redemption by operation of the Certificate Fund and designated as Term Certificates in the Certificate Order.

- (3) Definitions may also appear in specific sections of this Ordinance.

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

Section 3. Determination to Authorize and Enter into Agreement and to Issue Certificates. It is necessary and advisable for the public health, safety, welfare, and convenience of residents of the Village to pay the costs of the 2013 Project, and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of the Certificates evidencing the indebtedness incurred under the Agreement.

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

Section 5. Execution and Filing of the Agreement. From and after the effective date of this Ordinance, the Village President and Village Clerk be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form thereof set forth below in the text of this Ordinance, and to do all things necessary and

essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Village Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Village Clerk and retained in the Village records and constitute authority for issuance of the Certificates. Subject to such discretion of the officers' signatory to the document as described in the foregoing text, the Agreement shall be in substantially the form as follows:

**INSTALLMENT PURCHASE AGREEMENT FOR THE
2013 PROJECT FOR THE PURCHASE OF EQUIPMENT
AND FOR THE PURPOSE OF CONSTRUCTING
CERTAIN CAPITAL IMPROVEMENTS IN AND FOR
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS FUNDED BY THE NOT TO EXCEED
\$13,500,000 GENERAL OBLIGATION DEBT
CERTIFICATES, SERIES 2013**

THIS INSTALLMENT PURCHASE AGREEMENT (the "Agreement") made as of the _____ day of _____, 2013 by and between the Village Treasurer of the Village of Franklin Park, Cook County, Illinois, as Nominee-Seller (the "Seller"), and the Village of Franklin Park, Cook County, Illinois, a unit of local government of the State of Illinois (the "Village") as follows:

WITNESSETH

A. The Village President and Board of Trustees of the Village of Franklin Park (the "Board of Trustees") has determined to undertake the 2013 Project, as defined in Ordinance No. _____ (the "Ordinance"), all as passed by the Board of Trustees and on file with the Village Clerk.

B. Pursuant to the provisions of the Illinois Municipal Code , 65 ILCS 5/1-1-1, *et seq.* (the "Illinois Municipal Code"); the Local Government Debt Reform Act, 30 ILCS 350/1, *et seq.* (the "Debt Reform Act"), and, in particular, the provisions of Section 17 of the Debt Reform Act (the "Installment Purchase Provisions"); and all other Omnibus Bond Acts, 5 ILCS 70/8 (collectively the "Applicable Law"); the Village has the power to purchase personal property and construct capital improvements through agreements that provide that the consideration for the purchase to be paid through installments made at stated intervals for a period of no more than 20 years and has the power to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 16th day of April, 2013, the Board of Trustees, pursuant to Applicable Law and the need to provide for the 2013 Project, passed the Ordinance, authorizing the borrowing of money for the 2013 Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is

(1) incorporated herein by reference; and

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

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

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to undertake the 2013 Project on the terms as hereinafter provided.

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

1. UNDERTAKE AND COMPLETE 2013 PROJECT. The Seller agrees to undertake and complete the 2013 Project upon real estate owned, leased, or upon which valid easements have been obtained in favor of the Village.

2. CONVEYANCE. The Seller agrees to convey each part of the 2013 Project to the Village and to perform all necessary work and convey all necessary improvements; and the Village agrees to purchase the 2013 Project from the Seller and pay for the 2013 Project the purchase price thereof; plus the amount of investment earnings which are earned on the amount deposited with the Village Treasurer from the sale of the Certificates provided that in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$13,500,000, plus the amount of investment earnings which are earned on the amount deposited with the Village Treasurer from the sale of the Certificates.

3. PAYMENTS. The payment of the entire sum of said purchase price net; however, of any such investment earnings shall:

(a) be payable in installments due on the dates and in the amounts;

(b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts; and

(c) be payable at the place or places of payment, in the medium of payment, and upon such other term;

all as provided for payment of the Certificates in the Ordinance.

4. ASSIGNMENT. Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law, under the Installment Purchase Provisions, to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further

assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

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

6. TITLE. Title in and to any part of the 2013 Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the Village. If, during the term of this Agreement, (i) all or any part of the 2013 Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the 2013 Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the 2013 Project shall become apparent; or (iv) title to or the use of all or any part of the 2013 Project shall be lost by reason of a defect in title; then the Village shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the 2013 Project.

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

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

9. NO SEPARATE TAX. THE OBLIGATION OF THE VILLAGE TO MAKE PAYMENTS OF PRINCIPAL AND INTEREST UNDER THE INSTALLMENT CONTRACT IS A GENERAL OBLIGATION OF THE VILLAGE PAYABLE FROM ANY FUNDS LEGALLY AVAILABLE AND ANNUALLY APPROPRIATED THEREFOR. NO STATUTORY AUTHORITY EXISTS, HOWEVER, FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER VILLAGE TAXES OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY DEBT SERVICE INSTALLMENT

PAYMENTS DUE UNDER THE INSTALLMENT CONTRACT. PAYMENTS DUE ON THE INSTALLMENT CONTRACT ARE NOT SECURED BY ANY INTEREST IN THE 2013 PROJECT THAT IS THE SUBJECT OF THE INSTALLMENT CONTRACT.

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

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

SELLER:

Frank Grieshamer, as Nominee-Seller
and the Village Treasurer

VILLAGE OF FRANKLIN PARK

Barrett F. Pedersen, Village President

ATTEST:

Tommy Thomson, Village Clerk

(SEAL)

Section 6. Certificate Details. There shall be borrowed on the credit of and for and on behalf of the Village the sum not to exceed \$13,500,000 for the 2013 Project; and general obligation limited tax debt certificates of the Village in one or more series and in not to exceed such amount shall each be designated as provided in the relevant Certificate Order. The Certificates shall be in fully registered form. The Certificates shall be dated as shall be set forth in a Certificate Order for a given series of the Certificates; each Certificate shall also bear its respective date of authentication; and the Certificates shall be numbered consecutively in such fashion as shall be determined by the Certificate Registrar. The Certificates shall become due on a date no later than 20 years from the Dated Date and be subject to optional redemption and mandatory redemption on such dates as shall be designated as shall be set forth in the Certificate Order.

The Certificates shall bear interest at a rate not greater than that authorized by law. The Certificates shall be in Authorized Denominations (but no single such certificate shall represent principal maturing on more than one date). Each Certificate shall bear interest from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, commencing on a date within one year of the Dated Date, as shall be set forth in the Certificate Order, and upon regular semiannual intervals thereafter, at the respective rates percent per annum provided, until the principal thereof shall be paid or duly provided for. So long as the Certificates are held in Book Entry Form, interest on each Certificate shall be paid by check or draft of the Certificate Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the applicable Record Date, and mailed to the address of such registered owner as it appears on the Certificate Register or at such other address as may be furnished in writing to the Certificate Registrar. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The principal of the Certificates shall be payable upon presentation at the office designated for such purpose of the Certificate Registrar. The Certificate Registrar, and the Paying Agent shall be designated in the Certificate Order.

Section 7. Global Book-Entry System. The Certificates of each series shall be initially issued in the form of a separate single fully registered Certificates for each of the maturities of the Certificates bearing the same rate of interest. Upon initial issuance, the ownership of each such Certificate shall be registered in the Certificate Register in such name as may be provided by the Depository (the "Book Entry Owner") and, accordingly, in Book Entry Form as provided and defined herein. One of the Designated Officers is authorized to execute a Representations Letter or to utilize the provisions of an existing Representations Letter. Without limiting the generality of the authority given with respect to entering into a Representations Letter for the Certificates, it may contain provisions relating to (a) payment procedures, (b) transfers of the Certificates or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to

securities industry transfer and payment practices. With respect to Certificates registered in the Certificate Register in the name of the Book Entry Owner, neither the Village nor the Certificate Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Certificates from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “Depository Participant”) or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates. Without limiting the meaning of the immediately preceding sentence, neither the Village nor the Certificate Registrar shall have any responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Certificates; (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register or as expressly provided in the Representations Letter, of any notice with respect to the Certificates, including any notice of redemption; or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to principal of or interest on the Certificates. No person other than a registered owner of a Certificate as shown in the Certificate Register shall receive a certificate with respect to any Certificate. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein or in the Representations Letter, (b) the agreement among the Village and the Depository evidenced by the Representations Letter shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Certificates or of any given series of the Certificates that they be able to obtain certificated Certificates; the Village shall notify the Depository of the availability of Certificates, and such Certificates shall no longer be restricted to being registered in the Certificate Register to the Book Entry Owner. The Village may determine at such time that such Certificates shall be registered in the name of and deposited with a successor depository operating a book entry only system, as may be acceptable to the Village, or such depository’s agent or designee, but if the Village does not select such successor depository, then such Certificates shall be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions hereof.

Section 8. Execution; Authentication. The Certificates shall be signed by the manual or duly authorized facsimile signatures of the Village President and Village Clerk and may have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Certificates shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the Village and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or

be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance. The certificate of authentication on any Certificate shall be deemed to have been executed by it if signed by an authorized signatory of the Certificate Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Certificates issued hereunder.

Section 9. Redemption. *A. Mandatory Redemption.* If so provided in the Certificate Order, any Certificates may be issued as Term Certificates and be subject to mandatory redemption by operation of the Certificate Fund, at a price of par, without premium, plus accrued interest to the date fixed for redemption, on such date of each year as may be provided in the relevant Certificate Order and in the amounts and subject to such provisions as shall be set forth in the relevant Certificate Order. Certificates subject to mandatory redemption shall be deemed to become due on the dates so subject to redemption and not at maturity, except for any remainder to be paid at maturity. The Village covenants that it will redeem any Term Certificates pursuant to the mandatory redemption requirement for such Term Certificates and levy taxes accordingly. If the Village redeems pursuant to optional redemption as may be provided or purchases Term Certificates of any maturity and cancels the same from Certificate Moneys as hereinafter described, then an amount equal to the principal amount of Term Certificates so redeemed or purchased shall be deducted from the mandatory redemption requirement as provided for Term Certificates of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of payment on the Term Certificates as due at maturity or subject to mandatory redemption in any year as the Village shall at such time determine. If the Village redeems pursuant to optional redemption or purchases Term Certificates of any maturity and cancels the same from moneys other than Certificate Moneys, then an amount equal to the principal amount of Term Certificates so redeemed or purchased shall be deducted from the amount of such Term Certificates as due at maturity or subject to mandatory redemption in any year as the Village shall at such time determine.

B. Optional Redemption. If so provided in the relevant Certificate Order, any Certificates may be subject to redemption prior to maturity at the option of the Village, in whole or in part on any date, at such times and at such optional redemption prices as may be provided in the relevant Certificate Order. If less than all of the outstanding Certificates of a Series are to be optionally redeemed, the Certificates to be called shall be called from such Series, in such principal amounts and from such maturities as may be determined by the Village and within any maturity in the manner hereinafter provided.

Section 10. Redemption Procedures. The Certificates subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

A. *No Further Action for a Mandatory Redemption.* For a mandatory redemption, the Certificate Registrar shall proceed to redeem Certificates without any further order or direction from the Village whatsoever.

B. *Optional Redemption.* For an optional redemption, the Village shall, at least 30 days prior to a redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar), notify the Certificate Registrar of such redemption date and of the series of Certificates and the maturities of such series (and, if applicable, the scheduled mandatory redemptions affected) and principal amounts of Certificates to be redeemed.

C. *Selection of Certificates within a Maturity.*

(1) For purposes of any redemption of less than all of the Certificates of a single series and maturity, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar for the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall make such selection upon the earlier of advice from the Village that certain Certificates to be redeemed are Defeased Certificates or the time of the giving of official notice of redemption.

(2) Alternatively, if so provided in the relevant Certificate Order, for purposes of any redemption of less than all of the Certificates of a single maturity, the particular Certificates or portions of Certificates to be redeemed shall be selected by the Certificate Registrar pro-rata based upon the aggregate principal amount thereof then outstanding; provided, however, that the portion of any Certificate of a denomination of more than the minimum Authorized Denomination to be redeemed shall be in the principal amount of an Authorized Denomination and that, in selecting portions of such Certificates for redemption, the Certificate Registrar shall treat each such Certificate as representing that number of Certificates of said minimum Authorized Denomination which is obtained by dividing the principal amount of such Certificate to be redeemed in part by said minimum Authorized Denomination. The Village and the Certificate Registrar shall have no responsibility or obligation to insure that the Depository properly selects such Certificates for redemption.

D. *Official Notice of Redemption.* The Certificate Registrar shall promptly notify the Village in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Certificates to be redeemed, official notice of any such redemption shall be given by the Certificate Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days prior to the date fixed for redemption to each registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. All official notices of redemption shall include the name of the Certificates and at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all of the outstanding Certificates of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Certificates within such maturity, the respective principal amounts) of the Certificates to be redeemed;
- (4) a statement that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and
- (5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for the purpose by the Certificate Registrar.

E. *Conditional Redemption.* Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Certificates will not be redeemed.

F. *Certificates Shall Become Due.* Official notice of redemption having been given as described, the Certificates or portions of Certificates so to be redeemed shall, subject to the stated condition in paragraph (E) immediately preceding, on the redemption date, become due

and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

G. *Insufficiency in Notice Not Affecting Other Certificates; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Certificate, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Certificate to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Certificate entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Certificate Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

H. *New Certificate in Amount Not Redeemed.* Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered owner a new Certificate or Certificates of like series and tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

I. *Effect of Nonpayment upon Redemption.* If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption.

J. *Certificates to be Cancelled; Payment to Identify Certificates.* All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued. Upon the payment of the redemption price of Certificates being redeemed, each check or other transfer of funds issued for such purpose shall bear, by issue and maturity, the Certificates being redeemed with the proceeds of such check or other transfer.

K. *Additional Notice.* The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Certificates, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rule Making Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; provided, however, that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the

Village, (3) not be a condition precedent of a valid redemption or a part of the Certificate contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Certificates for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Certificates, which may contain other provisions relating to notice of redemption of Certificates.

L. *Certificate Registrar to Advise Village.* As part of its duties hereunder, the Certificate Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Section 11. Registration of Certificates; Persons Treated as Owners. The Certificate Registrar shall cause the Certificate Register for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the principal office of the Certificate Registrar. The Certificate Registrar is authorized to prepare and keep custody of, multiple Certificate blanks executed by the Village for use in the transfer and exchange of any Certificates.

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

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

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the Village or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates.

Section 12. Form of Certificate. The Certificates shall be in substantially the following form:

REGISTERED NO.

CUSIP

REGISTERED \$

**UNITED STATES OF AMERICA, STATE OF ILLINOIS, COUNTY OF COOK
VILLAGE OF FRANKLIN PARK
GENERAL OBLIGATION LIMITED TAX DEBT CERTIFICATE, SERIES 2013**

Interest Rate: %

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Franklin Park, Cook County, Illinois, a unit of local government of the State of Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Certificate identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable annually on April 1 and October 1 of each year, commencing April 1, 2014, until said Principal Amount is paid or duly provided for. The principal of this Certificate is payable in lawful money of the United States of America upon presentation hereof at the _____, as paying agent and registrar (the "Certificate Registrar"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Certificate Registrar, at the close of business on the applicable Record Date (the "Record Date"). The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date which occurs on the first day of a month and the 15th day preceding any interest payment date occasioned by a redemption of Certificates on other than a regularly scheduled interest payment date. Interest shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar. The full faith and credit of the Village is hereby irrevocably pledged to the punctual payment of the principal of and interest on the Certificates. The Certificates shall be direct and general obligations of the Village.

[Insert here any provisions for optional redemption and mandatory redemption]

This Certificate is one of a series (the "Certificates") in the aggregate principal amount of \$_____ issued by the Village for the purpose of providing funds to pay the cost of the 2013 Project, all as described and defined in Ordinance No. _____ (the "Ordinance") which has been duly passed by the Village President and Board of Trustees on the 16th day of April, 2013 in all respects as by law required, authorizing the Certificates pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code , 65 ILCS 5/1-1-1, *et seq.*, and in particular as supplemented by the Local Government Debt Reform Act, 30 ILCS 350/1, *et seq.*, and the other Omnibus Bond Acts, 5 ILCS 70/8 (collectively referred to as the "Applicable Law"). The Certificates issued by the Village have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement dated _____, 2013 (the "Agreement"). The Agreement has been entered into by and between the Village and its Village Treasurer, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this Certificate assents.

The Village reserves the right to issue Additional Certificates without limit from time to time.

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

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

It is hereby certified and recited that all acts, conditions, and things required by the Constitution and Laws of the State of Illinois, to exist or to be done precedent to and in the issuance of this Certificate, including Applicable Law, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the obligation to make payments due hereon is a lawful direct general obligation of the Village payable from the corporate funds of the Village and such other sources of payment as are otherwise lawfully available, that the total amount due under the Agreement, represented by the Certificates, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations; and that the Village shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due.

THE OBLIGATION OF THE VILLAGE TO MAKE PAYMENTS OF PRINCIPAL AND INTEREST HEREUNDER IS A GENERAL OBLIGATION OF THE VILLAGE PAYABLE FROM ANY FUNDS LEGALLY AVAILABLE AND ANNUALLY APPROPRIATED THEREFOR. NO STATUTORY AUTHORITY EXISTS, HOWEVER, FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER VILLAGE TAXES OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY DEBT SERVICE INSTALLMENT PAYMENTS DUE HEREUNDER. PAYMENTS DUE HEREUNDER ARE NOT SECURED BY ANY INTEREST IN THE 2013 PROJECT.

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

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

Village President

Village Clerk

Date of Authentication:

CERTIFICATE
OF
AUTHENTICATION

Certificate Registrar
and Paying Agent:

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

By _____
Certificate Registrar

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

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

Dated: _____

Signature of Assignee

Signature guaranteed: _____

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

Section 13. Sale of Certificates. The Village President is hereby authorized to proceed, without any further authorization or direction from the Board of Trustees, to sell and deliver the Certificates as herein provided to the Purchaser. The Certificates shall be sold in one or more series as shall be set forth in the Certificate Order relating to same. The Village President is hereby authorized and directed to sell the Certificates to the Purchaser at not less than the purchase price therefor, the same being the par value of the Certificates, less a discount as set forth in the Certificate Purchase Agreement plus accrued interest, if any, to the date of delivery. The Purchaser is authorized on behalf of the Village to pay issuance costs of the Certificates from the proceeds from the sale thereof. Upon the sale of a given series of the Certificates, the Designated Officers and any other officers of the Village as shall be appropriate shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Certificates of such series as may be necessary, including, without limitation, the Certificate Order, a Certificate Purchase Agreement and closing documents including such certification and documentation as may be required by counsel approving the Certificates. It is hereby found that no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the sale of a given series of the Certificates.

A purchase agreement for the sale of the Certificates of any series to the Purchaser (the "Certificate Purchase Agreement") substantially in the form as approved for execution by the attorney for the Village, is hereby in all respects authorized and approved. The Village President is hereby authorized to execute the same, and his execution shall constitute full and complete approval of all necessary or appropriate completions and revisions as shall appear therein. Upon the sale of a series of Certificates, the Village President shall prepare the Certificate Order which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the Village and made available to the Board of Trustees at the next public meeting thereof.

In the event the Purchaser or the Village President determines that it would be economically advantageous for the Village to acquire a municipal bond insurance policy for the Certificates, the Village hereby authorizes and directs the Designated Officers to obtain such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous if the difference between the present value cost of (a) the total debt service on the Certificates if issued without municipal bond insurance and (b) the total debt service on the Certificates if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Certificates (the "Official Statement") is hereby ratified, approved and

authorized; the execution and delivery of the Official Statement is hereby authorized; and the Designated Officers are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Certificate Purchase Agreement, this Ordinance, the Certificate Order, the Preliminary Official Statement, the Official Statement and the Certificates. The Village President or the Village Clerk are hereby each authorized to designate the Official Statement as "final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

Section 14. Security. The Certificates are direct and general obligations of the Village. The full faith and credit of the Village is hereby irrevocably pledged to the punctual payment of the principal of and interest on the Certificates.

Section 15. Creation of Funds and Appropriations.

A. *Certificate Fund.* There is hereby created the Series 2013 Certificate Fund (the "Certificate Fund"), which shall be the fund for the payment of the principal of and interest on the Certificates. Interest income or investment profit earned in the Certificate Fund shall be retained in the Certificate Fund for payment of the principal of or interest on the Certificates on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Board of Trustees, transferred to such other fund as may be determined. Moneys in the Certificate Fund shall be applied to pay interest when due and principal when due at maturity. The Certificate Fund shall be funded by the Village to provide for the prompt payment of principal and interest on the Certificates.

B. *Project Fund.* Proceeds from the sale of the Certificates are hereby appropriated and disbursements shall be made from a special fund to be designated the 2013 Project Fund (the "Project Fund"), hereby created, only for payment of the costs of the 2013 Project and expenses and issuance of the Certificates or otherwise incidental to the Certificates. The Project Fund shall consist of the Expense Account and the Project Account.

(1) Accrued interest, if any, and capitalized interest, if any, on the Certificates shall be and is hereby appropriated for the purpose of paying the first interest due on the Certificates and to such end is hereby ordered to be deposited into the Certificate Fund.

(2) The amount necessary from the proceeds of the Certificates shall be used to pay costs of issuance of the Certificates and shall be deposited into a separate fund, hereby created, designated the Expense Account. Any disbursement from such fund shall be made from time to time as necessary. Any excess in said account shall

be deposited into the Project Account no later than 30 days after the issuance of the Certificates.

(3) The remaining proceeds of the Certificates shall be set aside in the Project Account to be used for the 2013 Project.

Interest received from deposits in the Project Fund shall, first, to the extent necessary, be transferred to the Rebate Fund; and second, be retained in the Project Fund, be appropriated for the purpose, and shall also be disbursed for the cost of the 2013 Project.

Section 16. Defeasance of the Certificates. Certificates which are no longer Outstanding Certificates shall cease to have any lien on or right to receive or be paid from the Pledged Taxes and shall no longer have the benefits of any covenant for the registered owners of Outstanding Certificates as set forth herein as such relates to lien and security for the Certificates in the Pledged Taxes.

If (a) the Certificate is paid and canceled, (b) the Certificate has matured and for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) there are sufficient funds and Defeasance Obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on the Certificate when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall no longer have the benefits of any covenant for the registered owner of the Certificate as set forth herein as such relates to lien and security of the outstanding Certificate. All covenants relative to the tax-exempt status of the Certificate; and payment, registration, transfer, and exchange; are expressly continued for the Certificate whether outstanding or not.

Section 17. General Arbitrage Covenants. The Village represents and certifies as follows with respect to the Certificates:

- (1) Except for the Certificate Fund, the Village has not created or established and will not create or establish any sinking fund, reserve fund or any other similar fund to provide for the payment of the Certificates.

The Certificate Fund has been established and will be funded in a manner primarily to achieve a proper matching of tax revenues and debt service, and, except for capitalized interest, will be depleted at least annually to an amount not in excess of 1/12th the particular annual debt service on the Certificates. Money deposited therein will be spent within a 13-month period beginning on the date of deposit, and

investment earnings therein will be spent or withdrawn within a one-year period beginning on the date of receipt.

(2) The investment of proceeds or funds related to the Certificates at a yield which is restricted to a lower yield than otherwise obtainable in order to meet any covenants relating to the tax-exempt status of the Certificates, as advised by Bond counsel, or as otherwise determined to be necessary for such purpose, is expressly authorized and directed.

The Village further certifies and covenants as follows with respect to the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), relating to the rebate of "excess arbitrage profits" (the "Rebate Requirement") to the United States:

- (3) Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.
- (4) Relating to applicable exceptions, the Village President, Village Clerk and Village Treasurer (the "Designated Officers") are hereby authorized to make such elections under the Code as such officers, or any of them, shall deem reasonable and in the best interests of the Village. If such election may result in a "penalty in lieu of rebate" as provided in the Code, and such penalty is incurred (the "Penalty"), then the Village shall pay such Penalty.
- (5) A Designated Officer shall cause to be established, at such time and in such manner as they may deem necessary or appropriate hereunder, a "General Obligation Debt Certificates, Series 2013 Rebate Fund" (the "Rebate Fund") for the Certificates, and such officers shall further, not less frequently than annually, cause to be transferred to the Rebate Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. Said officer or officers shall cause to be paid to the United States, without further order or direction from the Board of Village Trustees, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.
- (6) Interest earnings in the Certificate Fund are hereby authorized to be transferred, without further order or direction from the Board of Village Trustees, from time to time as required, to the Rebate Fund for the purposes herein provided; and proceeds of the Certificates and other funds of the Village are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after

application of investment earnings as aforesaid and only as appropriated by the Board of Village Trustees.

The Village also certifies and further covenants with the Purchaser and registered owners of the Certificates from time to time outstanding that moneys on deposit in any fund or account in connection with the Certificates, whether or not such moneys were derived from the proceeds of the sale of the Certificates or from any other source, will not be used in a manner which will cause the Certificates to be "arbitrage Certificates" within the meaning of Code Section 148 and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

Section 18. Tax Covenants. In order to preserve the exclusion of interest on the Certificates from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Certificates (the "Code") and as an inducement to purchasers of the Certificates, the Village represents, covenants and agrees that:

- (1) The Project will be owned by the Village and available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity, other than the Village or another state or local governmental unit, will use more than 10% of the proceeds of the Certificates or property financed by the Certificate proceeds other than as a governmental entity or member of the general public. No person or entity other than the Village or another state or local governmental unit will own property financed by Certificate proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as a take-or-pay or output contract or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from the use by the general public, unless such uses in the aggregate relate to no more than 5% of the proceeds of the Certificates (or 10% with an approving Bond counsel opinion). If the Village enters into a management contract for the Project, the terms of the contract will comply with IRS Revenue Procedure 97-13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations.
- (2) No more than 5% of the Certificate proceeds will be loaned to any entity or person other than a state or local governmental unit, and no more than 5% of the Certificate proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Certificate proceeds.

- (4) The Village reasonably expects, as of the date hereof, that the Certificates will not meet either the private business use test or the private loan financing test during the entire term of the Certificates, and therefore the Certificates will not be private activity bonds.
- (5) Neither the Village nor the Board of Village Trustees will take any action or fail to take any action with respect to the Certificates that would result in the loss of the exclusion from gross income for federal tax purposes on the Certificates pursuant to Section 103 of the Code, nor will the Village or the Board of Village Trustees act in any other manner which would adversely affect such exclusion.
- (6) These covenants are based solely on current law in effect and in existence on the date of delivery of such Certificates.

The Village hereby authorizes the officials of the Village responsible for issuing the Certificates, the same being the Village President, the Village Clerk and the Village Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage obligations and to assure that the interest on the Certificates will be excludable from gross income for federal income tax purposes. In connection therewith, the Village further agrees: (i) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (ii) to consult with counsel approving the Certificates and to comply with such advice as may be given; (iii) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates as required pursuant to Section 148 of the Code and the regulations promulgated thereunder; (iv) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (v) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 19. Noncompliance with Tax Covenants. Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance which are designed to preserve the exclusion of interest in the Series 2013 Certificates from gross income under federal law need not be complied with if the Village receives an opinion of nationally recognized Bond counsel that any such provision is unnecessary to preserve the exemption from federal taxation.

Section 20. Reimbursement. None of the proceeds of the Certificates will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof except architectural or engineering costs incurred prior to

commencement of any of the Project or expenditures for which an intent to reimburse has been properly declared under Treasury Regulations Section 1.150-2. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs of the Project paid not more than 60 days prior to the issuance of the Certificates. The maximum amount of the Certificates expected to be issued for reimbursement is not more than 40% of the par amount thereof.

Section 21. Continuing Disclosure Undertaking. The Village President is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") in substantially the same form as now before the Board of Trustees, or with such changes therein as the individual executing the Continuing Disclosure Undertaking on behalf of the Village shall approve, the official's execution thereof to constitute conclusive evidence of the approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Certificate to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 22. Registered Form. The Village recognizes that Section 149(j) of the Code requires the Certificates to be issued and to remain in fully registered form in order that interest thereon not be includable in gross income for federal income tax purposes under laws in force at the time the Certificates are delivered. The Village will not take any action to permit the Certificates to be issued in, or converted into, bearer or coupon form.

Section 23. List of Registered Owners. The Certificate Registrar shall maintain a list of the names and addresses of the owners of all Certificates, and upon any transfer shall add the name and address of the new Registered Owner and eliminate the name and address of the transferor Registered Owner.

Section 24. Duties of Certificate Registrar. In the event that the Village Treasurer is not the Certificate Registrar, and if requested by the Certificate Registrar, the Village President and Village Clerk are authorized to execute the Certificate Registrar's standard form of agreement between the Village and the Certificate Registrar with respect to the

obligations and duties of the Certificate Registrar hereunder. Subject to modification by the express terms of any such agreement, the Certificate Registrar agrees as follows:

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

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

The Village covenants with respect to the Certificate Registrar and the Certificate Registrar further covenants and agrees as follows:

- (7) The Village shall at all times retain a Certificate Registrar with respect to the Certificate; it will maintain at the designated office of such Certificate Registrar a place or places where the Certificate may be presented for payment, registration, transfer or exchange; and it will require that the Certificate Registrar properly maintain the Certificate Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.
- (8) The Certificate Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on the Certificate, and by such execution the Certificate Registrar shall be deemed to have certified to the Village that it has all requisite power to accept and has accepted

such duties and obligations not only with respect to the Certificate so authenticated. Any Certificate Registrar shall be the agent of the Village and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Certificate Registrar shall, however, be responsible for any representation in its certificate of authentication on the Certificate.

- (9) The Village may remove the Certificate Registrar at any time. In case at any time the Certificate Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Certificate Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Certificate Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor Certificate Registrar. The Village shall give notice of any such appointment made by it to each registered owner of the Certificate within twenty days after such appointment in the same manner, or as nearly the same as may be practicable, as for a redemption of the Certificates. Any Certificate Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining its principal corporate trust office in Illinois, and having capital and surplus and undivided profits in excess of \$1,000,000.

Section 25. Additional Obligations. The Village reserves the right to issue Additional Certificates without limit, from time to time, payable from the General Fund of the Village or any special fund of the Village, and any such Additional Certificates shall share ratably and equally in the General Fund with the Certificates.

Section 26. Municipal Bond Insurance. In the event the payment of principal and interest on the Certificates is insured pursuant to a municipal bond insurance policy issued by a bond insurer, and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Certificate Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Certificates, subrogation of the rights of the Certificateholders to the Bond Insurer upon payment of the Certificates by the Bond Insurer, amendment hereof, or other terms, as approved by the Village President on advice of the Attorney for the Village, his approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

Section 27. Supplemental Documents. The Village President, Village Clerk and Village Treasurer are hereby authorized to execute or attest such documents as necessary to carry out the intent of this Ordinance, the execution of such documents to constitute conclusive evidence of their approval and approval hereunder.

Section 28. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 29. Repealer and Effective Date. All resolutions, ordinances, orders or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its passage.

Passed April 16, 2013.

BARRETT F. PEDERSEN, Village President

TOMMY THOMSON, Village Clerk