

VILLAGE OF FRANKLIN PARK	
VOUCHER AND PAYMENT SUMMARY	
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF	
10/3/2016	
Payroll Ending	9/17/2016
Village Portion of Social Security	\$ 8,896.46
Village Portion of Medicare	\$ 6,261.99
Prior Month Village Portion of IMRF	\$ 27,240.29
Payroll	\$ 457,214.65
Special Payrolls -	\$ -
Subtotal Payroll Expense	\$ -
Total Payroll Expense	\$ 499,613.39
Manual Checks & Wires	
Manual Checks	\$ 374,698.56
Total Manual Checks & Wires	\$ 374,698.56
ACH Debits	
Health Insurance Premium	\$ -
Other	\$ -
Total ACH Debits	\$ -
Total Voucher	\$ 523,798.20
Grand Total Payments	\$ 1,398,110.15

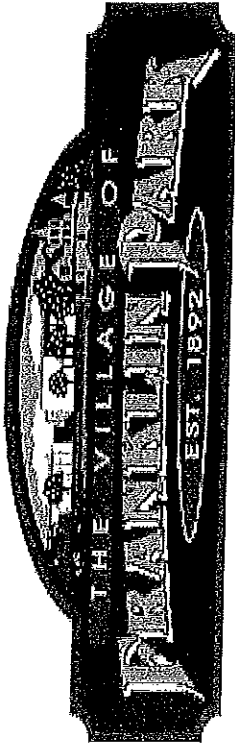
Accounts Payable

Computer Check Proof List by Vendor

User: dmartinez

Printed: 09/28/2016 - 12:07PM

Batch: 00207.10.2016



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 5002 34844	34 PUBLISHING, INC. Design services for newsletter- October 2016	350.00	10/07/2016	Check Sequence: 1 10-01-51880	ACH Enabled: False
Vendor: 5071 08222016	Check Total: 7-ELEVEN Prisoner meals	350.00 214.42		Check Sequence: 2 10-20-60620	ACH Enabled: False
Vendor: 1259 92664/1 92730/1 92731/1	Check Total: ACE HARDWARE - FIRE Anchor and fastners Supplies Supplies	214.42 11.34 6.98 2.20		Check Sequence: 3 10-30-62040 10-30-62040 10-30-62050	ACH Enabled: False
Vendor: 1262 92504/1	Check Total: ACE HARDWARE - POLICE Tape rule	20.52 29.98	10/07/2016	Check Sequence: 4 10-20-80570	ACH Enabled: False
Vendor: 1260 92342/1 92720/1 92801/1	Check Total: ACE HARDWARE - SEWER & WATER Trash bags, light bulbs Adapter, filter wick, trash bags bungee cords, tape, hook metals	29.98 81.93 163.83 107.41		Check Sequence: 5 10-90-62680 34-01-62590 34-02-62070	ACH Enabled: False
Vendor: 1264 92491/1 92833/1	Check Total: ACE HARDWARE - STREETS Dropcloth fastners	353.17 13.95 4.38	10/07/2016	Check Sequence: 6 10-90-62680 10-90-62780	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3923 1086	Check Total: ADMINISTRATIVE CONSULTING SPECIAL grant writer for 15 months per ordinance	18.33 9,800.00	10/07/2016	Check Sequence: 7 10-30-56000	ACH Enabled: False
Vendor: 3364 124511-09-2016	Check Total: ADP SCREENING & SELECTION monthly screening svcs Sept 2016	9,800.00 46.36	10/07/2016	Check Sequence: 8 10-60-60000	ACH Enabled: False
Vendor: 2060 RO 0619	Check Total: AHM CROSSROADS LLC Parts & labor- tune up, pmr, throttle cable taillight assy, polar	46.36 915.17	10/07/2016	Check Sequence: 9 10-30-50110	ACH Enabled: False
Vendor: 3576 9938354300	Check Total: AIRGAS USA, LLC Cylinder rental invoice	915.17 28.33	10/07/2016	Check Sequence: 10 34-01-62860	ACH Enabled: False
Vendor: 3495 126729	Check Total: ALEXANDER EQUIPMENT COMPANY Clamp, air filter end cap, chipper knife	28.33 522.95	10/07/2016	Check Sequence: 11 10-90-50110	ACH Enabled: False
Vendor: 2605 September 2016	Check Total: ALFRED G. RONAN, LTD. Professional services- September 2016	522.95 5,000.00	10/07/2016	Check Sequence: 12 10-12-67560	ACH Enabled: False
Vendor: 0013 203452	Check Total: ALLIED ASPHALT PAVING CO. N50 D surface- 81 bit	5,000.00 486.54	10/07/2016	Check Sequence: 13 10-90-82781	ACH Enabled: False
Vendor: 1634 113125	Check Total: ALPHA PRIME COMMUNICATIONS Radio repairs- station 2	486.54 325.00	10/07/2016	Check Sequence: 14 10-30-51170	ACH Enabled: False
Vendor: 5347	Check Total: ARAMARK UNIFORM SERVICES	325.00		Check Sequence: 15	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2080715717	Carpet service	411.90	10/07/2016	10-13-52600	
2080725543	Carpet service	117.47	10/07/2016	10-20-52600	
2080731344	Carpet service	202.00	10/07/2016	10-30-62050	
2080735350	Carpet service	118.61	10/07/2016	10-20-52600	
	Check Total:	849.98			
Vendor: 5242	AT&T				ACH Enabled: False
708Z99267309	Stone Park conf Bridge for Sept	181.98	10/07/2016	Check Sequence: 16	
708Z99273109	Northlake conf Bridge for Sept	181.98	10/07/2016	10-02-51200	
708Z99295909	Melrose Park conf Bridge for Sept	181.98	10/07/2016	10-02-51200	
847451129209	multiple norconnun single lines for Sept	544.60	10/07/2016	10-02-51200	
847671155609	multiple single lines for Sept	2,321.58	10/07/2016	10-02-51200	
	Check Total:	3,411.92			
Vendor: 5351	AT&T				ACH Enabled: False
1313486168680	800 conference call line Sept	71.89	10/07/2016	Check Sequence: 17	
	Check Total:	71.89			
Vendor: 0925	BELLWOOD ELECTRIC MOTORS, INC.				ACH Enabled: False
108986	Service call- trouble shoot valve Curtis Station	2,600.00	10/07/2016	Check Sequence: 18	
108987	Service call- work on altitude and selonoid Curtis Station	1,900.00	10/07/2016	34-01-50940	
	Check Total:	4,500.00			
Vendor: 3590	Belmont Auto Tech., Inc.				ACH Enabled: False
28900	Parts & labor to replace A/C compressor repair	478.90	10/07/2016	Check Sequence: 19	
	Check Total:	478.90			
Vendor: 0347	BUILDERS CHICAGO CORPORATION				ACH Enabled: False
71157	Overhead door repairs	390.50	10/07/2016	Check Sequence: 20	
	Check Total:	390.50			
Vendor: 3588	C. JOHNSON SIGN COMPANY				ACH Enabled: False
8105	Lettering for 4 sets of doors	1,010.00	10/07/2016	Check Sequence: 21	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 0416	Check Total:	1,010.00			
103753	C.O.P.S & F.I.R.E PERSONAL TESTING SERV			Check Sequence: 22	ACH Enabled: False
103772	Fire service testing	450.00	10/07/2016	10-40-62270	
103784	Fire service testing	160.00	10/07/2016	10-40-62270	
103792	Fire service testing	450.00	10/07/2016	10-40-62270	
103796	Fire service testing	160.00	10/07/2016	10-40-62270	
	Fire service testing	450.00	10/07/2016	10-40-62270	
Vendor: 4799	Check Total:	1,670.00			
16-353	CAR REFLECTIONS			Check Sequence: 23	ACH Enabled: False
	Install strip package	1,300.00	10/07/2016	10-20-50300	
Vendor: 2766	Check Total:	1,300.00			
F8170	CERTIFIED FLEET SERVICES			Check Sequence: 24	ACH Enabled: False
	repair work and parts on ladder 2	1,864.99	10/07/2016	10-30-50110	
Vendor: 0549	Check Total:	1,864.99			
2448389	CERTIFIED LABORATORIES			Check Sequence: 25	ACH Enabled: False
	Scrub graffiti & spray paint remover 6 buckets	109.56	10/07/2016	34-01-69600	
Vendor: 4252	Check Total:	109.56			
1249646-01	CHICAGO SPENCE TOOL & RUBBER			Check Sequence: 26	ACH Enabled: False
	Wilton slope vise, sawzall, balder grinder	920.03	10/07/2016	08-01-89110	
Vendor: 0247	Check Total:	920.03			
6061	CHOICE! HEALTH CARE SERVICES, LLC			Check Sequence: 27	ACH Enabled: False
	Micro dot strips	275.40	10/07/2016	10-30-82080	
Vendor: 0042	Check Total:	275.40			
5005955663	CINTAS CORPORATION			Check Sequence: 28	ACH Enabled: False
	Replenish first aid kit- September 2016	145.38	10/07/2016	10-60-50200	
Vendor: 1420	Check Total:	145.38			
	CLARK DIETZ, INC.			Check Sequence: 29	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
419611	Pj no. F0140735 Scott st phase 3	330.00	10/07/2016	57-01-82800	
	Check Total:	330.00			
Vendor: 3643	COMCAST				ACH Enabled: False
46086221	Dedicated internet and network srvc Sept	8,632.01	10/07/2016	10-02-51200	Check Sequence: 30
	Check Total:	8,632.01			
Vendor: 3644	COMCAST CABLE				ACH Enabled: False
0010996SEPT16	Cable television - September 2016	2.11	10/07/2016	10-02-51200	Check Sequence: 31
0168083OCT16	Cable tv & internet - September 2016	176.48	10/07/2016	10-02-51200	
	Check Total:	178.59			
Vendor: 5257	COMED				ACH Enabled: False
590350602SEPT16	2599 Scott, 8/8 - 9/7/16	118.54	10/07/2016	10-50-62330	Check Sequence: 32
	Check Total:	118.54			
Vendor: 4021	CONSTRUCTION MANAGEMENT SERVICE				ACH Enabled: False
160615-1	5- 10"x32" concrete barrier walls	11,250.00	10/07/2016	10-90-62600	Check Sequence: 33
	Check Total:	11,250.00			
Vendor: 1464	D & P CONSTRUCTION CO., INC.				ACH Enabled: False
000241318	Switch	360.00	10/07/2016	09-01-64000	Check Sequence: 34
000242749	Switch	360.00	10/07/2016	09-01-64000	
091479	Trommel material- 9/8/16	750.00	10/07/2016	10-90-82781	
	Check Total:	1,470.00			
Vendor: 1668	DUPAGE TOPSOIL, INC.				ACH Enabled: False
043343	1 semi pulv and delivery	355.00	10/07/2016	34-01-62860	Check Sequence: 35
	Check Total:	355.00			
Vendor: 3026	DYNEGY ENERGY SERVICES				ACH Enabled: False
146697516081	Energy charges- August 2016	11,029.78	10/07/2016	34-01-62800	Check Sequence: 36
146697516081/2	Energy charges- August 2016	75.25	10/07/2016	34-02-62800	
146697516091	Energy charges- September 2016	7,760.80	10/07/2016	34-01-62800	
146697516091/2	Energy charges- September 2016	108.82	10/07/2016	34-02-62800	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 2570 1854238	Check Total: EMERGENCY MEDICAL PRODUCTS, INC. EMS equipment	18,974.65 196.52	10/07/2016	Check Sequence: 37 10-30-82080	ACH Enabled: False
Vendor: 3904 5-544-63725	Check Total: FEDEX Transportation charges	196.52 55.20	10/07/2016	Check Sequence: 38 10-01-50400	ACH Enabled: False
Vendor: 4788 0214093	Check Total: FERGUSON WATERWORKS #2516 LF 2 x 6 BRS NIP GBL	55.20 59.86	10/07/2016	Check Sequence: 39 34-01-62860	ACH Enabled: False
Vendor: 0080 41153	Check Total: FRANKLIN PARK BUILDING MATERIAL Portland 94 lbs	59.86 109.90	10/07/2016	Check Sequence: 40 34-02-63070	ACH Enabled: False
Vendor: 0086 507502-001	Check Total: GEB INDUSTRIES, INC. Hose fitting & 38 FS socket	109.90 20.31	10/07/2016	Check Sequence: 41 34-02-50150	ACH Enabled: False
Vendor: 5604 468861	Check Total: GUARDIAN Dental plan Oct 2016	* 20.31 16,887.95	10/07/2016	Check Sequence: 42 10-52-62390	ACH Enabled: False
Vendor: 4516 1609311	Check Total: GW & ASSOCIATES, PC Payroll services- August 2016	16,887.95 3,600.00	10/07/2016	Check Sequence: 43 10-60-51900	ACH Enabled: False
Vendor: 1555 26761 26795 26796	Check Total: H & H ELECTRIC COMPANY Street light maintenance traffic signal outage repaired traffic signal main-signal fault repaired	3,600.00 494.55 654.95 344.63	10/07/2016 10/07/2016 10/07/2016	Check Sequence: 44 10-50-62340 10-90-62690 10-90-62690	ACH Enabled: False
	Check Total:	1,494.13			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 0234 00020161672	HAMPTON, LENZINI, & RENWICK, INC. Pj 16.0044.870 2016 Maintenance/Landscaping	1,050.00	10/07/2016	Check Sequence: 45 34-02-82800	ACH Enabled: False
Vendor: 2022 163222	Check Total: HASTINGS AIR-ENERGY CONTROL, INC. Plymovent repair	1,050.00 229.95	10/07/2016	Check Sequence: 46 10-30-50100	ACH Enabled: False
Vendor: 0063 52645	Check Total: HIGH PSI LTD. Sand blast kit, gun & wand w/ quick connects nozzle	229.95 336.50	10/07/2016	Check Sequence: 47 10-90-62780	ACH Enabled: False
Vendor: 5846 Fpflashover	Check Total: HUNTLEY FIRE PROTECTION DISTRICT Half day flashover simulator training for 8 firefighters	336.50 400.00	10/07/2016	Check Sequence: 48 10-30-52001	ACH Enabled: False
Vendor: 6108 18451	Check Total: ILLINOIS BATTERY SPECIALISTS Truck batteries (8)	400.00 766.00	10/07/2016	Check Sequence: 49 10-90-50100	ACH Enabled: False
Vendor: 4762 FO-160225	Check Total: Illinois Fire Chiefs Assoc. Instructor II class	766.00 300.00	10/07/2016	Check Sequence: 50 10-30-52001	ACH Enabled: False
Vendor: 0436 200024951 200024951/2	Check Total: ILLINOIS SECTION AMERICAN WATER WC Annual regulatory update Annual regulatory update	300.00 96.00 96.00	10/07/2016 10/07/2016 10/07/2016	Check Sequence: 51 10-90-52000 34-02-52000	ACH Enabled: False
Vendor: 5524 208013 208550	Check Total: INDUSTRIAL CHEMICAL LABS Hydraulic water stop cement Lift station degreaser	192.00 577.46 904.94	10/07/2016 10/07/2016 10/07/2016	Check Sequence: 52 34-02-63070 34-02-50940	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3019 C88962	Check Total: JACK DOHENY COMPANIES, INC. 1/2" coupling HS tariff	1,482.40 259.09	10/07/2016	Check Sequence: 53 34-02-50150	ACH Enabled: False
Vendor: 1534 185381 185545	Check Total: JKS VENTURES, INC. Grade 8 Virgin stone Grade 8 Virgin stone	259.09 908.78 998.18	10/07/2016 10/07/2016 10/07/2016	Check Sequence: 54 34-01-62860 34-01-62860	ACH Enabled: False
Vendor: 0041 54061 54090	Check Total: JOSEPH MCLOUGHLIN Monthly maintenance- August 2016 Watering 8/6 - 8/8/2016	1,906.96 6,750.00 1,530.00	10/07/2016 10/07/2016 10/07/2016	Check Sequence: 55 10-90-86000 10-90-86000	ACH Enabled: False
Vendor: 2451 09012016	Check Total: KIWANIS CLUB Peanut Day donation	8,280.00 45.00	10/07/2016	Check Sequence: 56 10-60-59000	ACH Enabled: False
Vendor: 0110 3357	Check Total: KRIETER CONCRETE CONST. Sawcutting, removal & replacement of curb- Franklin & Gustav	45.00 3,675.00	10/07/2016	Check Sequence: 57 34-01-62860	ACH Enabled: False
3358	Sawcutting, removal & replacement of curb- 2460 Erust	4,020.00	10/07/2016	34-02-63070	
3360	Sawcutting, removal & replacement of curb- Sunset & Grand	2,250.00	10/07/2016	34-01-63070	
3361	Sawcutting, removal & replacement of curb- 3533 George St	3,125.00	10/07/2016	34-01-62860	
3363	Sawcutting, removal & replacement of curb- Emerson and Schiller	3,545.00	10/07/2016	34-01-62860	
Vendor: 1333 9304342861	Check Total: LAWSON PRODUCTS, INC. Hex washer, stainless steel flat washer, hex ap screw 316	16,615.00 490.76	10/07/2016	Check Sequence: 58 10-90-62780	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3401 16083	Check Total: LEYDEN LAWN SPRINKLERS, INC. Repairs to system, water tower construction	490.76 1,054.80	10/07/2016	Check Sequence: 59 34-01-62900	ACH Enabled: False
Vendor: 0131 49281/2 52544	Check Total: MENARDS - MELROSE PARK Water garage supplies Tarp straps	1,054.80 30.00 31.86	10/07/2016 10/07/2016	Check Sequence: 60 34-02-62070 10-90-62070	ACH Enabled: False
Vendor: 2046 128370A	Check Total: MID AMERICAN WATER, INC. Flare ball corp & flared roadway, curb stop	61.86 10,887.80	10/07/2016	Check Sequence: 61 34-01-62860	ACH Enabled: False
Vendor: 2612 8671	Check Total: Midwest Water Group semi annual srvc AMI phosphate	10,887.80 375.00	10/07/2016	Check Sequence: 62 34-01-50940	ACH Enabled: False
Vendor: 3605 MM117705	Check Total: MODERN MARKETING Plastic fire hats/open house	375.00 1,092.56	10/07/2016	Check Sequence: 63 10-30-59000	ACH Enabled: False
Vendor: 0333 10190 10191	Check Total: MONTANA & WELCH, LLC General legal Aug 2016 Zurek v FP (14 CH8570)	1,092.56 32,001.50 552.50	10/07/2016 10/07/2016	Check Sequence: 64 10-72-62557 10-72-62557	ACH Enabled: False
Vendor: 2106 021-00027	Check Total: MUNICIPAL MANAGEMENT SERVICES, INC Municipal management services- October 2016	32,554.00 14,132.58	10/07/2016	Check Sequence: 65 10-20-60400	ACH Enabled: False
Vendor: 2107	Check Total: NORCOMM PUBLIC SAFETY COMM., INC.	14,132.58		Check Sequence: 66	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
040-00175	Emergency dispatch services- October 2016	47,037.52	10/07/2016	10-14-40220	
Vendor: 1887 11065	Check Total: NORTHERN ILLINOIS POLICE ALARM SYS NIPAS uniforms	47,037.52 2,022.22	10/07/2016	Check Sequence: 67 10-20-60520	ACH Enabled: False
Vendor: 1653 30291 35404 36124 36125	Check Total: ON TIME EMBROIDERY INC Badges Uniforms Uniforms Uniforms	2,022.22 940.00 22.00 359.00 160.00	10/07/2016 10/07/2016 10/07/2016 10/07/2016	Check Sequence: 68 10-30-40806 10-30-40806 10-30-40806 10-30-40806	ACH Enabled: False
Vendor: 4704 AUGUST2016	Check Total: PAN AMERICAN BANK Water Bill Lockbox- August 2016	1,481.00 1,147.12	10/07/2016	Check Sequence: 69 34-01-59010	ACH Enabled: False
Vendor: 0142 P80C0071700 TM500364411	Check Total: RAITEN INDUSTRIES, INC. Pedal As repairs to equipment	1,147.12 109.92 2,777.90	10/07/2016 10/07/2016	Check Sequence: 70 10-90-50110 34-01-50100	ACH Enabled: False
Vendor: 2062 251	Check Total: PINEA CUSTOM CABINETS Repair fire rated door	2,887.82 - 200.00	10/07/2016	Check Sequence: 71 10-12-59000	ACH Enabled: False
Vendor: 0180 1364075	Check Total: PLANTE & MORAN, PLLC Process billing for audit FY16	200.00 52,980.00	10/07/2016	Check Sequence: 72 10-33-52400	ACH Enabled: False
Vendor: 0097 0037548 0037548/2	Check Total: PRIMERA Condition assessment Robinson/King area 8/1 - 8/31/16 Condition assessment Robinson/King area 8/1 - 8/31/16	52,980.00 15,328.56 15,328.56	10/07/2016 10/07/2016	Check Sequence: 73 10-90-82800 34-01-82800	ACH Enabled: False

AP-Computer Check Proof List by Vendor (09/28/2016 - 12:07 PM)

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
0037548/3	Condition assessment Robinson/King area 8/1 - 8/31/16	15,328.55	10/07/2016	34-02-82800	
Vendor: 2032 34082	Check Total: RAINBOW FARM Woodchip trucking per load	45,985.67			ACH Enabled: False
Vendor: 3079 000002-129	Check Total: RED WING SHOE STORE Boots and shoes	250.00 250.00 364.48	10/07/2016	Check Sequence: 74 09-01-64000	ACH Enabled: False
Vendor: 4552 0551-012801114	Check Total: REPUBLIC SERVICES #551 Scavenger srves Aug 2016	364.48 125,208.28	10/07/2016	Check Sequence: 75 10-30-40806	ACH Enabled: False
Vendor: 2364 5044561877	Check Total: RICOH USA PD copier page counts for Sept	125,208.28 356.62	10/07/2016	Check Sequence: 76 09-01-64010	ACH Enabled: False
Vendor: 1017 29186754	Check Total: RICOH USA, INC. Copier rental for VH-FS2 PW- September 2016	356.62 412.32	10/07/2016	Check Sequence: 77 10-02-80001	ACH Enabled: False
Vendor: 2023 1/298810	Check Total: RKD CONSTRUCTION SUPPLIES & EQUIP N95 class respirators w/exhalation valve & leather knee pads	412.32 129.30	10/07/2016	Check Sequence: 78 10-02-80001	ACH Enabled: False
1/301150 1/302020	48" oak wood lath stakes Flourescane pink spray paint	154.00 60.90	10/07/2016	Check Sequence: 79 34-01-62070	ACH Enabled: False
Vendor: 2081 1 24	Check Total: ROSENTHAL, MURPHY, COBLENTZ & DO Carl pension claim Miscellaneous fees	344.20 337.50 225.00	10/07/2016	Check Sequence: 80 10-20-64000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 2419 3470989	Check Total: RUSSO'S POWER EQUIPMENT 26RM3 74E chain loop	562.50 111.12	10/07/2016	Check Sequence: 81 10-90-62780	ACH Enabled: False
Vendor: 0579 206489	Check Total: SAM'S TOWING SERVICE, INC. Battery, alternative, brake pedal, alternator, sensor	111.12 1,766.69	10/07/2016	Check Sequence: 82 34-01-50100	ACH Enabled: False
Vendor: 5529 118838 118857	Check Total: SEAWAY SUPPLY Misc janitorial supplies Supplies	1,766.69 294.60 278.51	10/07/2016 10/07/2016	Check Sequence: 83 34-01-52200 10-20-52600	ACH Enabled: False
Vendor: 1899 7221275	Check Total: SERVICE SANITATION, INC. Const basic restroom	573.11 119.91	10/07/2016	Check Sequence: 84 10-90-62600	ACH Enabled: False
Vendor: 4504 24541185	Check Total: SITEONE LANDSCAPE SUPPLY Service charges	119.91 20.47	10/07/2016	Check Sequence: 85 10-90-62715	ACH Enabled: False
Vendor: 5095 222	Check Total: SLC ENTERPRISES 6 pcs- android/item #3212	20.47 47.94	10/07/2016	Check Sequence: 86 10-90-62780	ACH Enabled: False
Vendor: 3739 300719	Check Total: SMG SECURITY SYSTEMS, INC. Monitoring B/A system village	47.94 123.15	10/07/2016	Check Sequence: 87 10-13-52600	ACH Enabled: False
Vendor: 3795 C16311	Check Total: STANDARD EQUIPMENT COMPANY EL pelican Np	123.15 361.65	10/07/2016	Check Sequence: 88 09-01-50100	ACH Enabled: False
	Check Total:	361.65			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 0226	STANLEY CONVERGENT SECURITY SOLU				
12580718	Maint charges fuel station	58.00	10/07/2016	Check Sequence: 89	ACH Enabled: False
12580718-1	Maint charges fuel station	58.00	10/07/2016	34-01-88900	
12580718-2	Maint charges fuel station	58.00	10/07/2016	34-02-88900	
13664780	Installation charges 9635 Belmont Ave	10,281.00	10/07/2016	34-01-62920	
13718917	Maint charges fuel station	61.48	10/07/2016	10-90-88900	
13718917-1	Maint charges fuel station	61.48	10/07/2016	34-01-88900	
13718917-2	Maint charges fuel station	61.48	10/07/2016	34-02-88900	
13883648	Maintenance charges	240.00	10/07/2016	10-90-50600	
	Check Total:	10,879.44			
Vendor: 5462	SUN LIFE FINANCIAL				
218810-OCT16	Monthly disability- October 2016	5,490.61	10/07/2016	Check Sequence: 90	ACH Enabled: False
	Check Total:	5,490.61		10-52-62370	
Vendor: 3482	SUPERIOR ROAD STRIPING, INC.				
632016	Various locations- tnp1 pvt lines	13,869.78	10/07/2016	Check Sequence: 91	ACH Enabled: False
	Check Total:	13,869.78		10-90-62630	
Vendor: 3208	TEMPLE DISPLAY, LTD				
15117	Pulling sled, led lights, lamps	5,160.60	10/07/2016	Check Sequence: 92	ACH Enabled: False
	Check Total:	5,160.60		10-90-62600	
Vendor: 5423	THIRD MILLENNIUM				
19857	Village Newsletter- September 2016	1,873.81	10/07/2016	Check Sequence: 93	ACH Enabled: False
	Check Total:	1,873.81		34-01-62857	
Vendor: 3351	THOMSON REUTERS- WEST				
834648532	West information charges- August 2016	160.12	10/07/2016	Check Sequence: 94	ACH Enabled: False
	Check Total:	160.12		10-20-60550	
Vendor: 0190	THRIFT 'N' SWIFT, INC.				
87756	Juvenile contact cards	65.19	10/07/2016	Check Sequence: 95	ACH Enabled: False
	Check Total:	65.19		10-20-50400	
Vendor: 5458	TKB ASSOCIATES, INC.				
12160	LaserFiche annual maintenance renewal	1,773.00	10/07/2016	Check Sequence: 96	ACH Enabled: False

AP-Computer Check Proof List by Vendor (09/28/2016 - 12:07 PM)

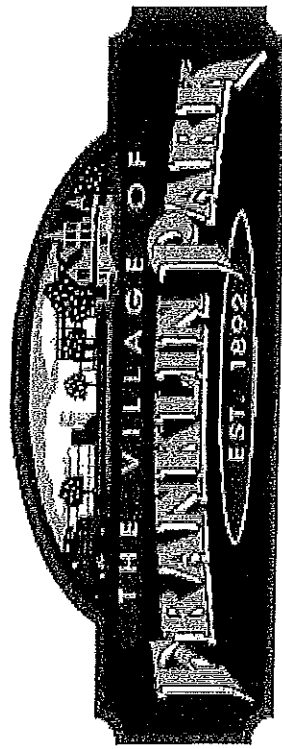
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 2079	Check Total:	1,773.00			
87239	TRAFFIC CONTROL & PROTECTION, INC.				ACH Enabled: False
87492	Street name	85.50	10/07/2016	Check Sequence: 97	
87515	Street sign	527.10	10/07/2016	10-90-62610	
87540	Street names	1,490.00	10/07/2016	10-90-62610	
87551	Street names	352.80	10/07/2016	10-90-62610	
87650	Telsar post	107.10	10/07/2016	10-90-62610	
87745	Street name	2,551.25	10/07/2016	10-90-62610	
	Street name	213.70	10/07/2016	10-90-62610	
	Check Total:	5,327.45			
Vendor: 3916	TREASURER, STATE OF ILLINOIS-IDOT				ACH Enabled: False
109990	Construction cost	1,416.33	10/07/2016	Check Sequence: 98	
	Construction cost	1,416.33		10-90-62690	
Vendor: 3357	Check Total:	298.00			
0037269-IL	U.S. HEALTHWORKS MED GROUP OF ILLI				ACH Enabled: False
	Post accident drug test & new hire	298.00	10/07/2016	Check Sequence: 99	
	physical			10-52-53000	
Vendor: 5425	Check Total:	298.00			
9771849582	VERIZON WIRELESS				ACH Enabled: False
	Data charges for mobile jetpacks-	83.01	10/07/2016	Check Sequence: 100	
	September 2016			10-02-51200	
Vendor: 2064	Check Total:	83.01			
70844	VILLAGE OF ARLINGTON HEIGHTS				ACH Enabled: False
	Fire apparatus engineer course	475.00	10/07/2016	Check Sequence: 101	
				10-30-52001	
Vendor: 0351	Check Total:	475.00			
3187975-0	WAREHOUSE DIRECT				ACH Enabled: False
3187975-1	Supplies	388.54	10/07/2016	Check Sequence: 102	
3188842-0	Batteries	174.92	10/07/2016	10-90-62680	
3190855-0	Supplies	127.69	10/07/2016	10-20-50400	
3191809-0	Supplies	16.90	10/07/2016	10-01-50400	
3192210-0	Supplies	6.68	10/07/2016	10-01-50400	
	Supplies	60.12	10/07/2016	10-01-50400	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
3192885-0	Supplies	227.98	10/07/2016	10-01-50400	
3193802-0	Supplies	14.94	10/07/2016	10-01-50400	
3194079-0	Supplies	130.05	10/07/2016	10-01-50400	
	Check Total:	1,147.82			
Vendor: 5243	WEX BANK				ACH Enabled: False
46910647	Fuel purchases	41.19	10/07/2016	10-90-50200	ACH Enabled: False
	Check Total:	41.19			
Vendor: 5318	WHOLESALE DIRECT				
000223252	Light bulbs for ladder 2	24.82	10/07/2016	10-30-50100	ACH Enabled: False
	Check Total:	24.82			
	Total for Check Run:	523,798.20			
	Total of Number of Checks:	104			

Accounts Payable

Manual Check Proof List

User: dmartinez
Printed: 09/26/2016 - 11:25AM
Batch: 00416.09.2016



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
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Vendor: 0995 THYSSENKRUPP ELEVATOR

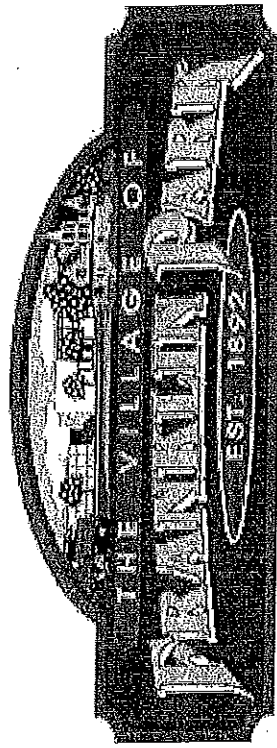
2016-2-261321	750.00	09/16/2016		315621	09/16/2016		
Total for Check	750.00		Deposit for repairs to VH elevator			10-13-30780	
Total for 0995	750.00						

Total Checks:
750.00

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 4030							
			TRBBHAWK HEALTH				
09082016	770.85	09/23/2016	Filters for water sampling	315722	09/23/2016		
Total for Check	770.85					34-01-62850	
Total for 4030	770.85						
<hr/>							
Total Checks:	369,339.77						
<hr/>							

Accounts Payable Manual Check Proof List

User: cperez
 Printed: 09/27/2016 - 4:10PM
 Batch: 00427.09.2016



Invoice No	Vendor	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
09272016	BRIAN PALACIOS	1,245.85	09/27/2016	Payroll police pension contribution refunded	315726	09/27/2016	10-20-40125	
Total for Check		1,245.85						
Total for 0544		1,245.85						
Vendor: 0558	BRIAN GILLESPIE							
09272016		2,582.78	09/27/2016	Payroll police pension contribution refunded	315727	09/27/2016	10-20-40125	
Total for Check		2,582.78						
Total for 0558		2,582.78						
Vendor: 0937	LAUTERBACH & AMEN, LLP							
09272016		613.38	09/27/2016	Police pension contribution for 2 employees	315725	09/27/2016	10-00-20235	
Total for Check		613.38						
Total for 0937		613.38						
Vendor: 3992	DONALD W. BARNETT							
09242016		166.78	09/27/2016	winter jackets and gloves for inspectors	315724	09/27/2016	10-13-60600	
Total for Check		166.78						
Total for 3992		166.78						
Total Checks:		4,608.79						

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

RESOLUTION

NUMBER 1617-R-____

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2016-2017
SNOW REMOVAL PROGRAM FOR ELDERLY AND DISABLED RESIDENTS**

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

**JAMES CAPORUSSO
JOHN JOHNSON
CHERYL MCLEAN
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees**

RESOLUTION NUMBER 1617-R-_____

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2016-2017
SNOW REMOVAL PROGRAM FOR ELDERLY AND DISABLED RESIDENTS**

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

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

WHEREAS, it is the desire of the Corporate Authorities to implement the Program and promulgate general guidelines and establish certain procedures for the fair and effective implementation of the Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

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

Section 2. The Corporate Authorities hereby authorize the Program and approve the criteria enumerated in Exhibit A to create and implement the Program, with such necessary changes as authorized by the Village President or Director of Human Resources and Operations to effectively operate the Program.

Section 3. The Director of Human Resources and Operations is hereby further authorized to obtain proposals and prepare such necessary agreements to contract for snow removal, in accordance with the Program criteria herein contemplated, and present same to the Board of Trustees for final approval.

Section 4. The officers and employees of the Village are hereby authorized and directed to take any and all such action as is required to enact the Program and carry out its intent and purpose.

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

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

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

(Intentionally Left Blank)

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

County, Illinois this _____ day of October 2016, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
CAPORUSSO					
JOHNSON					
MCCLEAN					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on

this ____ day of October 2016.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

Program Guidelines

**VILLAGE OF FRANKLIN PARK
2016-2017 SNOW REMOVAL PROGRAM APPLICATION**

Name _____

Street Address _____

Phone _____

Reason for Application (please check all that apply)

_____ I am 65 years of age or older and have no household member able to shovel my snow and make less than \$55,000.00 per year; or

_____ I am under age 65, disabled and have no other household member able to shovel my snow and make less than \$55,000.00 per year; and

_____ I have enclosed a note from my doctor confirming my disability or health condition; or
(also for any person living in my household)

_____ Note from doctor already on file from previous program year.

Please list ALL household member(s) and their birthdays – include yourself.

<u>Household Member Name</u>	<u>Birth Date</u>
------------------------------	-------------------

_____	_____
_____	_____

My driveway is (please check one)

_____ Cement _____ Gravel _____ Asphalt _____ Grass between drive paths

List any specific hazards that we should be aware of (i.e. awnings, fence, sprinkler system)

Services: (Please check all those you would like performed)

- Snowplow the driveway (\$15.00 per plow)
- Shovel/snow blow a path from the house to the driveway or street (\$15.00 per removal)
- Shovel/snow blow a path from house to alley (\$15.00 per removal)
- Shovel/ snow blow the public sidewalk in front of my house (\$15.00 per removal/ \$25.00 for corner lot)

The resident(s) hereby release and hold the Village, its officers, officials, employees and contractors harmless for any damage to property or other liability which arises directly or indirectly from the Village's snow removal program. The resident(s) hereby release and hold the Village, its officers, officials, employees, attorneys and contractors harmless for any injuries or liabilities sustained by the resident(s) or others caused, directly or indirectly by the removal or non-removal of any snow or ice from the resident(s)'s property.

Signature _____ Date _____

**VILLAGE OF FRANKLIN PARK
2016-2017 SNOW REMOVAL PROGRAM GUIDELINES**

QUALIFICATONS:

1. Resident(s) must be 65 years or older or disabled, handicapped and/or have a severe health problem and there is no one else in the household that can shovel the snow.
2. Each household resident must obtain a medical verification note from their physician stating that they are unable to shovel the snow. This will stay on file at the Village Hall.
3. Each household, regardless of age, disability, handicap or medical condition of any individual resident in the same household must demonstrate a combined income of \$55,000.00 or less to participate in the Program. Every qualifying household must provide proof of income documentation, as determined acceptable by the Village.

GUIDELINES AND TERMS:

An application must be completed and signed on an annual basis, to enroll in the program. The application is to be mailed or brought to the Franklin Park Village Hall, 9500 Belmont Avenue, Franklin Park, Illinois 60131, Attn: Director of Human Resources and Operations.

1. The Village will review the application and accompanying documentation and determine if the applicant qualifies for the program. If the applicant qualifies for the Program, the application will be forwarded to the Streets Division of the Utility Department. The Streets Division may complete a pre- inspection of your property.
2. The following services are being done by an independent contractor hired by the Village. Snow plowing of driveways and shoveling of sidewalks will occur after 2 inches or more of snow has fallen. The Village shall, in its sole discretion, determine when 2 inches or more has fallen. Snow removal will not begin until a snow event is completed, unless snowfall is excessive. If you choose only to have the sidewalks shoveled, they will be shoveled after 2 inches of snow or more has fallen, and the plowing of all driveways has been completed. The Street Department Supervisor will determine when the contractor is to be called to begin the plowing of driveways. The resident shall pay the following for the services requested:
 - Snowplow the driveway. (\$15.00 per plow)
 - Shovel/snow blow a path from the house to the street or the driveway. (\$15.00 per removal)

- Shovel/snow blow the public sidewalk in front of your home, if it is a corner lot there will be an additional charge. (\$15.00 per removal; \$25.00 per removal, corner lot)

The above amounts may be changed without further notice. The snow removal program does not include the spreading of salt or other snow/ice melting chemical.

3. A monthly bill will be sent to you from the Village. (Note: if snow is removed more than once during the same snowfall because it is excessive, the resident will be charged for each removal.)
4. The resident(s) may withdraw from the Program by providing the Village with a written notice. Such notice shall include a specific withdrawal date, which shall not be less than seven (7) days from the date the notice is received by the Village. The resident(s) shall pay the Village any services rendered prior to withdrawal date. The Village may eliminate the Program at any time without notice.
5. The Village may terminate, suspend or close the enrollment period for the Program at anytime.
6. The Village may limit the number of participants in the Program. In such case, space in the Program will be filled on a first come, first serve basis.
7. As part of the Program, the Village, at anytime may require the resident(s) to complete and sign additional forms.
8. The Village requires the resident(s) to call the Village promptly after each snow removal. This will alleviate any discrepancies between resident and contractor for billing purposes. (see enclosed paper)
9. Being a participant of the snow removal program we request that no one but the contractor is to remove snow. This will alleviate any confusion for billing purposes. Failure to comply may be cause for removal from the Program.

I have read the guidelines and terms and understand and agree to the guidelines and terms of the Program.

(NAME)

(ADDRESS)

(DATE)

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

RESOLUTION

NUMBER 1617-R-___

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS WITH REGARD TO ZONING REQUESTS BEFORE THE
PRESIDENT AND BOARD OF COMMISSIONERS OF COOK COUNTY, ILLINOIS
CONCERNING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT AT 2506
AND 2514 NORTH MANNHEIM ROAD IN UNINCORPORATED LEYDEN TOWNSHIP**

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

**JAMES CAPORUSSO
JOHN JOHNSON
CHERYL MCLEAN
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees**

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 10/03/16
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

RESOLUTION NUMBER 1617-R-__

A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS WITH REGARD TO ZONING REQUESTS BEFORE THE PRESIDENT AND BOARD OF COMMISSIONERS OF COOK COUNTY, ILLINOIS CONCERNING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT AT 2506 AND 2514 NORTH MANNHEIM ROAD IN UNINCORPORATED LEYDEN TOWNSHIP

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 County of Cook reviews zoning issues and applications for zoning code amendments in the unincorporated regions of Cook County, and the President and Board of Commissioners of the County of Cook determine all zoning matters in unincorporated Leyden Township; and

WHEREAS, the President and Board of Commissioners of the County of Cook are contemplating an application for a map amendment to rezone property from C-4 General Commercial to R-8 General Residence (MA-16-02), and a special use for a five story, 68 unit apartment building as part of a planned unit development (SU-16-04) on approximate two (2) acres of property identified by permanent index numbers (PINs) 12-29-418-022-0000, 12-29-418-021-0000, 12-29-418-010-0000 and 12-29-418-011-0000 and generally located on the southwest corner of Nevada Street and Mannheim Road in unincorporated Leyden Township, which is commonly known as 2506 and 2514 North Mannheim Road, Franklin Park, Illinois (the "*Zoning Requests*"); and

WHEREAS, the Village President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) oppose the Zoning Requests, if the Zoning Requests or special use application for a planned unit development seeks less than the required number of parking spaces for a development of the size and type being contemplated, as the failure to provide required parking spaces for the development of such size and type will have a direct negative impact on the quality of life in the surrounding neighborhood and unduly burden the public rights-of-way and business and residential properties surrounding the proposed development; and

WHEREAS, the President and Board of Commissioners of the County of Cook are charged with the responsibility to create, amend and provide for the enforcement of all building and zoning codes applicable to the unincorporated regions of Cook County and will now consider the necessity of the Zoning Requests.

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, on behalf of the residents of Franklin Park, do hereby request that the President and Board of Commissioners of the County of Cook reject any Zoning Requests or special use application for a planned unit development that fails to provide the required number of parking space for a five story, 68 unit rental apartment building in order to preserve the health, safety and welfare of the residents residing near the property as well as adjacent communities.

Section 3. The Village Clerk is hereby directed to forward a certified copy of this Resolution to the County of Cook.

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

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

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

(Intentionally Left Blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of October 2016, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
CAPORUSSO					
JOHNSON					
MCLEAN					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2016.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 1617-VC-___

**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE SIX OF THE VILLAGE
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(HANDICAPPED RESERVED PARKING SPACE FOR 2844 SCOTT STREET)**

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

JAMES CAPORUSSO
JOHN JOHNSON
CHERYL MCLEAN
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 1617-VC-___

AN ORDINANCE AMENDING CHAPTER SIX OF TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (HANDICAPPED RESERVED PARKING SPACE FOR 2844 SCOTT STREET)

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

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

WHEREAS, an application for reserved handicapped parking was submitted to the Village by a resident of 2844 Scott Street; and

WHEREAS, the police department has reviewed the above referenced application and upon due investigation is recommending approval of said application to the Corporate Authorities.

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

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

Section 2. Section 6-6F-8 ("*Reserved Parking Spaces*") of Article F ("*Parking Restrictions*") of Chapter 6 ("*Traffic Schedules*") of Title 6 ("*Motor Vehicles and Traffic*") of the Village Code of Franklin Park is hereby amended by adding the following underlined language to read, as follows:

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

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

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

(Intentionally Left Blank)

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

County, Illinois this _____ day of October 2016, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
CAPORUSSO					
JOHNSON					
MCLEAN					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this

_____ day of October 2016.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

ORDINANCE NO. 1617-G-31

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AUTHORIZING AND
PROVIDING FOR THE ISSUE OF NOT TO EXCEED
\$2,650,000 GENERAL OBLIGATION LIMITED TAX DEBT
CERTIFICATES, SERIES 2016**

Village President
Barrett F. Pedersen

Village Clerk
Tommy Thomson

Trustees
James Caporusso
John Johnson
Cheryl McLean
Bill Ruhl
Karen Special
Andy Ybarra

Passed by the Village President and Board
of Trustees of the Village of Franklin Park
this 3rd day of October, 2016

ORDINANCE NO. 1617-G-31

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AUTHORIZING AND
PROVIDING FOR THE ISSUE OF NOT TO EXCEED
\$2,650,000 GENERAL OBLIGATION LIMITED TAX DEBT
CERTIFICATES, SERIES 2016**

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 Franklin Avenue Watermain Improvements Project, and 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 "Project"), all as approved by the Board of Trustees; and

WHEREAS, the Board of Trustees has determined the total cost of the Project to be not less than \$2,650,000 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 Project, and it will, therefore, be necessary to borrow money in the amount of \$2,650,000 for the purpose of paying such costs; and

WHEREAS, pursuant to 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 \$2,650,000, 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

Project
State
Village
Village Clerk
Village President
Village Treasurer

(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.

“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.

“Certificate Insurer” means the company, if any, issuing the Municipal Bond Insurance Policy.

“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.

“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.

“Certificateholder” means the owners of the Certificates.

“Certificates” means the not to exceed \$2,650,000 General Obligation Limited Tax Debt Certificates, Series 2016 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 28 of this Ordinance.

“Official Statement” is defined in Section 13 of this Ordinance.

“Ordinance” means Ordinance No. 1617-G-31 passed by the Board of Trustees on October 3, 2016 and approved by the mayor on that date.

“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 which 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 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
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 \$2,650,000 GENERAL
OBLIGATION DEBT CERTIFICATES, SERIES 2016**

THIS INSTALLMENT PURCHASE AGREEMENT (the "Agreement") made as of the _____ day of _____, 2016 by and between the Village Treasurer of the Village of Franklin Park, Cook County, Illinois, as Nominee-Seller (the "Seller"), and the Village of Franklin Park, Cook County, Illinois, a unit of local government of the State of Illinois (the "Village") as follows:

WITNESSETH

A. The Village President and Board of Trustees of the Village of Franklin Park (the "Board of Trustees") has determined to undertake the Project, as defined in Ordinance No. 1617-G-31 (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 3rd day of October, 2016, the Board of Trustees, pursuant to Applicable Law and the need to provide for the Project, passed the Ordinance, authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is:

- (1) incorporated herein by reference; and
- (2) made a part hereof as if set out at this place in full;

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

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

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

1. UNDERTAKE AND COMPLETE PROJECT. The Seller agrees to undertake and complete the 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 Project to the Village and to perform all necessary work and convey all necessary improvements; and the Village agrees to purchase the Project from the Seller and pay for the 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 \$2,650,000, 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 Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the Village. If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the Village shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

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 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:

Francis E. Griegshamer, 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 \$2,650,000 for the Project; and general obligation limited tax debt certificates of the Village 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; 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 become due or be subject to mandatory redemption (subject to the right of prior redemption) on such date of each year as shall be designated in the Certificate Order. The Certificates shall be subject to optional redemption as designated 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 shall be initially issued in the form of a separate single fully registered Certificate 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 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 are to be optionally redeemed, the Certificates to be called shall be called 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 notice, 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 the maturities (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 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 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 2016**

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 October 1 and April 1 of each year, commencing _____, 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 Amalgamated Bank of Chicago, Chicago, Illinois, 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 the Certificates in the aggregate principal amount of \$ _____ issued by the Village for the purpose of providing funds to pay the cost of the Project, all as described and defined in Ordinance No. 1617-G-31 (the "Ordinance") which has been duly passed by the Village President and Board of Trustees on the 3rd day of October, 2016 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 _____, 2016 (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 PROJECT.

The Village has designated each of the Certificates as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

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:

Amalgamated Bank of Chicago
Chicago, Illinois

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

By _____
Authorized Signatory

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Village or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

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 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 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 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 the Certificates.

A purchase agreement for the sale of the Certificates 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 the 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 payable from any funds legally available and annually appropriated therefor. 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 2016 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 Project Fund (the "Project Fund"), hereby created, only for payment of the costs of the 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 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 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 hereby covenants that it will not take any action, omit to take any action, or permit the taking or omission of any action, within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting, or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the "IRS") of the exemption from federal income taxation for interest paid on the Certificates, under present rules, the Village may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such examination.

The Village also agrees and covenants with the Purchaser and holders of the Certificates from time to time Outstanding that, to the extent possible under Illinois law, it will comply with

whatever federal tax law is adopted in the future which applies to the Certificates and affects the Tax-Exempt status of the Certificates.

The Board of Trustees hereby authorizes the officials of the Village responsible for issuing the Certificates, the same being the Village President, Village Clerk, and 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 Certificates and to assure that the interest on the Certificates will be Tax-Exempt. In furtherance therewith, the Village and the Board of Trustees further agree: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by the Designated Officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 18. Not Private Activity Certificates. None of the Certificates is a "private activity bond" as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

A. None of the proceeds of the Certificates are to be used, directly or indirectly, in any trade or business carried on by any person other than a state or local governmental unit.

B. No direct or indirect payments are to be made on the Certificates with respect to any private business use by any person other than a state or local governmental unit other than generally as a rate payer.

C. None of the proceeds of the Certificates are to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

D. No user of the Project, other than the Village, did or will use the same on any basis other than the same basis as the general public; and no person will be a user as a result of (1) ownership, (2) actual or beneficial use pursuant to a lease, a management or incentive payment contract, or (3) any other arrangement.

Section 19. Qualified Tax-Exempt Obligations. The Village recognizes the provisions of Section 265(b)(3) of the Code which provide that a "qualified tax-exempt obligation" as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The Village hereby designates each of the Certificates as may be from time to time Outstanding for purposes of Section 265(b)(3) of the Code as a "qualified tax-

exempt obligation" as provided therein. In support of such designation, the Village certifies, represents and covenants as follows:

A. The Certificates are not "private activity bonds" as defined in Section 141(a) of the Code.

B. The reasonably anticipated amount of qualified tax-exempt obligations (including qualified 501(c)(3) obligations and tax-exempt leases, but excluding other private activity bonds) which will be issued by the Village and all entities subordinate to the Village during 2016 does not exceed \$10,000,000.

C. The Village has not designated and will not designate more than \$10,000,000 of qualified tax-exempt obligations during 2016.

Section 20. 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 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 21. 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.

Section 22. 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 23. 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 24. 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 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. Ordinance to Constitute a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Certificates. Any pledge made in this Ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Village shall be for the equal benefit, protection and security of the owners of the Certificates. Each of the Certificates, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Certificates over any other thereof except as expressly provided in or pursuant to this Ordinance. This Ordinance shall constitute full authority for the issuance of the Certificates.

Section 27. Amendments of and Supplements to the Ordinance.

A. *Without Consent of Certificateholders.* The Village may amend or supplement this Ordinance or the Certificates without notice to or consent of any Certificateholder:

- (1) to cure any ambiguity, inconsistency or formal defect or omission;
- (2) to grant for the benefit of the Certificateholders additional rights, remedies, powers or authority;
- (3) to provide for additional collateral for the Certificates or to add other

agreements of the Village;

- (4) to modify this Ordinance or the Certificates to permit qualifications under the Trust Indenture Act of 1939 or any similar Federal statute at the time in effect, or to permit the qualification of the Certificates for sale under the securities laws of any state of the United States; or
- (5) to make any change (including, but not limited to, a change to reflect any amendment to the Code or interpretations by the IRS of the Code) that does not materially adversely affect the rights of any Certificateholder.

B. *With Consent of Certificateholders.* If an amendment of or supplement to this Ordinance or the Certificates without any consent of Certificateholders is not permitted by the preceding paragraph, the Village may enter into such amendment or supplement upon not less than 30 days, notice to Certificateholders and with the consent of the holders of at least a majority in principal amount of the Outstanding Certificates. However, without the consent of each Certificateholder affected, no amendment or supplement may:

- (1) extend the maturity of the principal of, or interest on, any Certificate;
- (2) reduce the principal amount of, or rate of interest on, any Certificate;
- (3) affect a privilege or priority of any Certificate over any other Certificate;
- (4) reduce the percentage of the principal amount of the Certificates required for consent to such amendment or supplement;
- (5) impair the exclusion of interest on the Certificates from the federal gross income of the owner of any Certificate; or
- (6) eliminate any mandatory redemption of the Certificates or call for mandatory redemption or reduce the redemption price of such Certificates.

So long as the Bond Insurance Policy securing all of the Outstanding Certificates is in effect, the Certificate Insurer shall be deemed to be the registered owner of the Certificates secured thereby for the purpose of amending, modifying or supplementing this Ordinance, provided, however, the Certificate Insurer shall not be deemed the registered owner of the Certificates with respect to any amendment or supplement described in clauses (1) through (6) of the preceding paragraph.

C. *Effect of Consents.* After an amendment or supplement becomes effective, it will bind every Certificateholder. For purposes of determining the total number of Certificateholders' consents, each Certificateholder's consent will be effective with respect to the Certificateholder who consented to it and each subsequent holder of a Certificate or portion of a Certificate evidencing the same debt as the consenting holder's Certificate.

D. *Notation on or Exchange of Certificates.* If an amendment or supplement changes the terms of the Certificate, the Village may require the holder to deliver it to the Certificate Registrar. The Certificate Registrar may place an appropriate notation on the Certificate about the changed terms and return it to the holder. Alternatively, if the Certificate Registrar and the Village determine, the Village in exchange for the Certificate will issue and the Certificate Registrar will authenticate a new Certificate that reflects the changed terms.

Section 28. 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 Certificate 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 Certificate Insurer upon payment of the Certificates by the Certificate 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 29. 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 30. 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 31. 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 October 3, 2016.

BARRETT F. PEDERSEN, Village President

TOMMY THOMSON, Village Clerk

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1617-G- __

**AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL
SERVICES BY AND BETWEEN T-CAT ENTERPRISES, INCORPORATED
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

JAMES CAPORUSSO
JOHN JOHNSON
CHERYL MCLEAN
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 1617-G- __

AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL SERVICES BY AND BETWEEN T-CAT ENTERPRISES, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

WHEREAS, T-Cat Enterprises, Incorporated located at 10800 Franklin Avenue, Franklin Park, Illinois, is in the business of providing snow excavating and plowing services; and

WHEREAS, the Village requires such services in order to remove the accumulation of snow on Village streets in order to safeguard the health, safety and welfare of the residents of the Village.

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

Section 1. That the above recitals 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 for Snow Removal Services by and between the Village of Franklin Park, Cook County, Illinois and T-Cat Enterprises, Incorporated (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of October 2016, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
CAPORUSSO					
JOHNSON					
MCLEAN					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2016.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement

AN AGREEMENT FOR SNOW REMOVAL 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 T-Cat Enterprises, Incorporated, located at 10800 Franklin 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 snow excavation and removal services; and

C. The Village requires snow removal services to ensure that the accumulation of snow on its public ways is addressed in order to preserve the health, safety and welfare of the residents of the Village; and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive snow removal services to the Village.

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 AND FEES OF SERVICES

The Contractor shall immediately perform for the Village, with sufficient labor and equipment, the plowing and salting of all drive lanes on streets upon two (2) inches or more of snow accumulation, as determined by the Utilities Commissioner, as herein defined (the "*Snow Removal Services*"). Snow Removal Services shall be undertaken and performed in accordance

with the Snow Removal Guidelines, as from time to time supplemented or amended, a copy of which is attached hereto and made a part hereof, as Exhibit A. Snow Removal Services shall be undertaken on all of the Streets depicted on Exhibit C, as from time to time supplemented or amended, a copy of which is attached hereto and made a part hereof. Contractor's hourly rates to perform as well as for the cost of all equipment to achieve the Snow Removal Services is described on Exhibit D, a copy of which is attached hereto and made a part hereof. Contractor shall immediately begin to perform the Snow Removal Services no later than one (1) hour after notification by the Utilities Commissioner, or his designee (hereinafter the "*Utilities Commissioner*"). Notification shall occur by either telephone, facsimile transmission or electronic (e-mail) communication to the Designated Employee or Alternate Designated Employee of Contractor, as contained in the Notice Section of this Agreement. Contractor shall also be required to perform such additional Snow Removal Services to the Village, at the same rates on Exhibit D and in accordance with the procedures herein established, upon notification by the Utilities Commissioner, in order to assist the Village in unusual storm events.

SECTION 2. PAYMENT OF FEES FOR SNOW REMOVAL SERVICE

Contractor shall timely invoice the Village for Snow Removal Services. Each invoice shall include a detailed, itemized statement of all charges for which payment is sought, specifying for each date Snow Removal Services rendered, and the start and stop times for each piece of snow removal equipment used and its applicable hourly rate. The Village shall have forty-five (45) days from receipt of the invoice to review such invoice and question any charge appearing therein. If the Village contests any invoice or portion thereof, the contested part of the invoice shall not be due until the dispute has been resolved. Any questioned charge by the Village shall be in writing to the Contractor and made within forty-five (45) days from receipt of the invoice. The Contractor shall have forty-five (45) days following the receipt of such written notification by the Village to provide appropriate documentation.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Snow Removal Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Snow Removal Services, 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.

The Contractor covenants and agrees that the Utilities Commissioner, and such designee, shall under no circumstances be personally responsible for any payments due by the Village or for any performance or lack thereof by the Village of its obligations hereunder. Contractor agrees to look solely to the Village for such payment and performance.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Snow Removal Services, 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 specified on Exhibit B, a

copy of which is attached hereto and made a part hereof. Insurance coverage specified shall be minimum amounts and coverage, and such additional coverage shall be obtained if required by law or recommended by industry standard, or by further designation of the Village. The Village shall be named 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; and, if Contractor's insurance shall expire or terminate before the termination date of this Agreement, Contractor shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect. Failure by the Contractor, at any point in time to maintain sufficient 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. Contractor assumes the entire responsibility and liability for, and agrees to pay, indemnify, defend and hold harmless Village, its officers, officials, agents, attorneys, representatives and employees or any of them, from and against any loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of them incur because of injury to or death of any person or on account of damage to property (including, but not limited to, damage to buildings, vehicles, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving or striping of the Streets or equipment used in connection therewith), including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the Snow Removal Services by Contractor, or any one for whose acts Contractor may be liable with respect to the Snow Removal Services. Contractor, for itself and its agents, employees and subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, for any matters described in the preceding sentence. This indemnity shall not be limited. 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 Snow Removal Services, 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. 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, after ten (10) 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, after thirty (30) 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 agrees 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 forgoing as confidential property of the Village unless said release is required to accomplish the Snow Removal Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Snow Removal Services, 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; ASSIGNEES AND SUBCONTRACTORS. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances. Contractor shall not engage subcontractors to perform any Snow Removal Services without the Village's prior written consent. No references or section of this Agreement, including any of its

Exhibits, shall be determined by any successor, assignee or subcontractor as authorization to perform any service without the Village's prior written consent.

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. If Contractor fails to perform the Snow Removal Services as required by this Agreement or otherwise defaults under this Agreement, the Village, may, in its sole discretion and in addition to any other rights at law or in equity, (1) send notice to the Contractor and demand strict performance of the terms of this Agreement; or (2) cure the default, without notice to Contractor; and deduct the cost to cure and any direct and consequential damages from any payment due to Contractor at the time of default or coming due thereafter; provided, if no further payments are due to Contractor, then Contractor shall, immediately on presentation of the Village's invoice, reimburse the Village for the cost of curing Contractor's default and such direct or consequential damages.

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 Snow Removal Services. 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. CONTRACTOR IS AN INDEPENDENT CONTRACTOR; NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Contractor shall be an independent contractor, and all persons working under the direction of Contractor shall be employees of the Contractor and not the Village. Contractor, and not the Village, shall be liable for the payment of their wages, benefits and all taxes with respect thereto, and Contractor shall comply with all applicable federal, state and local laws, regulations, codes, rules and ordinances with respect to the hiring, employment, compensation, health and safety of employees and environment. Contractor agrees that the Village shall not be liable for any loss of or damage to Contractor's equipment utilized. Further, 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 facsimile or electronic (E-Mail) transmission 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: Utilities Commissioner
Phone: 847-671-8253
Facsimile: 847-671-7931
E-Mail: jlauro@vofp.com

If to Contractor: T-Cat Enterprises, Inc.
10800 Franklin Avenue
Franklin Park, Illinois 60131
Designated Employee (#1): Brian Denaro
Phone: 630-330-6935
Alternate Designated Employee (#2): Dominic Schuch

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1617-G- __

**AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL
SERVICES BY AND BETWEEN PTL LANDSCAPING AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

JAMES CAPORUSSO
JOHN JOHNSON
CHERYL MCLEAN
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 1617-G-__

AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL SERVICES BY AND BETWEEN PTL 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, PTL Landscaping located at 717 Cedar Lane, Bartlett, Illinois, is in the business of providing snow removal services; and

WHEREAS, the Village requires such services as part of its 2016-2017 Snow Removal Program for Elderly and Disabled Residents (the "*Program*"); and

WHEREAS, PTL Landscaping and the Village desire to enter into a certain agreement pursuant to which PTL Landscaping will provide snow removal 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 Snow Removal Services by and between the Village of Franklin Park, Cook County, Illinois and PTL 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 October 2016, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
CAPORUSSO					
JOHNSON					
MCLEAN					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of October 2016.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Agreement

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1617-G- __

**AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL
SERVICES BY AND BETWEEN JESSE'S LAWN SERVICE AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

JAMES CAPORUSSO
JOHN JOHNSON
CHERYL MCLEAN
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 1617-G-__

AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL SERVICES BY AND BETWEEN JESSE'S LAWN SERVICE 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, Jesse's Lawn Service located at 9502 Davis Avenue, Franklin Park, Illinois, is in the business of providing snow removal services; and

WHEREAS, the Village requires such services as part of its 2016-2017 Snow Removal Program for Elderly and Disabled Residents (the "*Program*"); and

WHEREAS, Jesse's Lawn Service and the Village desire to enter into a certain agreement pursuant to which Jesse's Lawn Service will provide snow removal 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 Snow Removal Services by and between the Village of Franklin Park, Cook County, Illinois and Jesse's Lawn Service (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 October 2016, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
CAPORUSSO					
JOHNSON					
MCLEAN					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of October 2016.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Agreement

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1617-G- __

**AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL
SERVICES BY AND BETWEEN JACK GAMBOA ENTERPRISES AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

JAMES CAPORUSSO
JOHN JOHNSON
CHERYL MCLEAN
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 1617-G-__

AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL SERVICES BY AND BETWEEN JACK GAMBOA ENTERPRISES 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, Jack Gamboa Enterprises located at 6351 West Montrose Street, Suite 381, Chicago, Illinois, is in the business of providing snow removal services; and

WHEREAS, the Village requires such services as part of its 2016-2017 Snow Removal Program for Elderly and Disabled Residents (the "*Program*"); and

WHEREAS, Jack Gamboa Enterprises and the Village desire to enter into a certain agreement pursuant to which Jack Gamboa Enterprises will provide snow removal 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 Snow Removal Services by and between the Village of Franklin Park, Cook County, Illinois and Jack Gamboa Enterprises (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 October 2016, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
CAPORUSSO					
JOHNSON					
MCLEAN					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of October 2016.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Agreement

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1617-G-__

**AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL
SERVICES BY AND BETWEEN CARRERA LANDSCAPING AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

JAMES CAPORUSSO
JOHN JOHNSON
CHERYL MCLEAN
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 1617-G- __

AN ORDINANCE APPROVING AN AGREEMENT FOR SNOW REMOVAL SERVICES BY AND BETWEEN CARRERA 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, Carrera Landscaping located at 400 51st Avenue, Bellwood, Illinois, is in the business of providing snow removal services; and

WHEREAS, the Village requires such services as part of its 2016-2017 Snow Removal Program for Elderly and Disabled Residents (the "*Program*"); and

WHEREAS, Carrera Landscaping and the Village desire to enter into a certain agreement pursuant to which Carrera Landscaping will provide snow removal 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 Snow Removal Services by and between the Village of Franklin Park, Cook County, Illinois and Carrera 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 October 2016, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
CAPORUSSO					
JOHNSON					
MCLEAN					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of October 2016.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Agreement

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1617-G-__

**AN ORDINANCE APPROVING A SCOPE OF WORK AGREEMENT
BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AND JANET MARTINEZ**

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

JAMES CAPORUSSO
JOHN JOHNSON
CHERYL MCLEAN
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 1617-G- ____

AN ORDINANCE APPROVING A SCOPE OF WORK AGREEMENT
BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS AND JANET MARTINEZ

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

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

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

Section 2. The Scope of Work Agreement by and between the Village of Franklin Park, Cook County, Illinois and Janet Martinez (the "*Agreement*") a copy of which is attached hereto and made a part hereof, as Exhibit A, is hereby approved substantially in the form presented to this Village Board, with such necessary changes as determined by the Village President, with such changes and revisions therein determined being approved by execution and delivery of the Agreement by the Village President.

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

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of October 2016, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
CAPORUSSO					
JOHNSON					
MCLEAN					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of October 2016.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Agreement

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1617-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS PROHIBITING THE USE OF GROUND WATER AS A POTABLE
WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE
WATER SUPPLY WELLS OR BY ANY OTHER METHOD
2800 MANNHEIM ROAD, FRANKLIN PARK, ILLINOIS**

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

JAMES CAPORUSSO
JOHN JOHNSON
CHERYL MCLEAN
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 1617-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS PROHIBITING THE USE OF GROUND WATER AS A POTABLE
WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE
WATER SUPPLY WELLS OR BY ANY OTHER METHOD
2800 MANNHEIM ROAD, FRANKLIN PARK, 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, in enacting Ordinance Number 1314-VC-16 entitled “An Ordinance Amending Chapter Eight of Title Seven of the Village Code of the Village of Franklin Park, Cook County, Illinois to Establish a Site Specific Groundwater Use Restriction Zone Application Process” (the “Site Specific Application Process”) the Village President and Board of Trustees of the Village Franklin Park (the “Corporate Authorities”) have determined that groundwater within the Village is a valuable natural resource that should be protected and preserved; and

WHEREAS, the Corporate Authorities, in enacting a Site Specific Application Process, have determined it is inappropriate to restrict in perpetuity the use of all groundwater located within the corporate boundaries of the Village (hereinafter referred to as a “*border-to-border restriction*”); and

WHEREAS, the Corporate Authorities have determined, in enacting a Site Specific Application Process, that a border-to-border restriction may lead to further contamination of groundwater by industrial and commercial activity taking place within the Village; and

WHEREAS, the Corporate Authorities, in enacting a Site Specific Application Process, have determined that the Village should consider, on a case-by-case basis, the enactment of in

perpetuity restrictions on the use of contaminated groundwater that qualify as an institutional control under Title XVII of the Illinois Environmental Protection Act, Site Remediation Program, 415 ILCS 5/58 *et seq.* and Subpart J of the TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES, Institutional Controls, 35 IAC 742.1000 *et seq.* (hereinafter referred to as an “*institutional control*”); and

WHEREAS, in accordance with the Site Specific Application Process, the Corporate Authorities find that it is in the public interest and will tend to promote the health, safety, morals, comfort, convenience and general welfare of the residents of the Village to establish a Restricted Groundwater Zone that will qualify as an institutional control.

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 as 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 use or attempted use of groundwater as a potable water supply from within the area shown on Exhibit A and more particularly described in Exhibit B, copies of such being attached hereto and made a part hereof, by the installation of wells or by any other method, is hereby prohibited.

Section 3. The prohibition contained in Section 2 of this Ordinance shall also apply to the Village of Franklin Park, including the operation of its water utility.

Section 4. Penalties. Any person violating the provisions of this Ordinance shall be subject to a fine of up to Seven Hundred Fifty Dollars (\$750.00) for each violation.

Section 5. Definitions.

"Person" shall mean any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable water" shall mean any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

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

Section 7. If any section, paragraph, clause or provision of this Ordinance shall be held invalid or its application to any person or under any circumstances is adjudged invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 8. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

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

County, Illinois this ____ day of October 2016, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
CAPORUSSO					
JOHNSON					
MCLEAN					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of October 2016.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

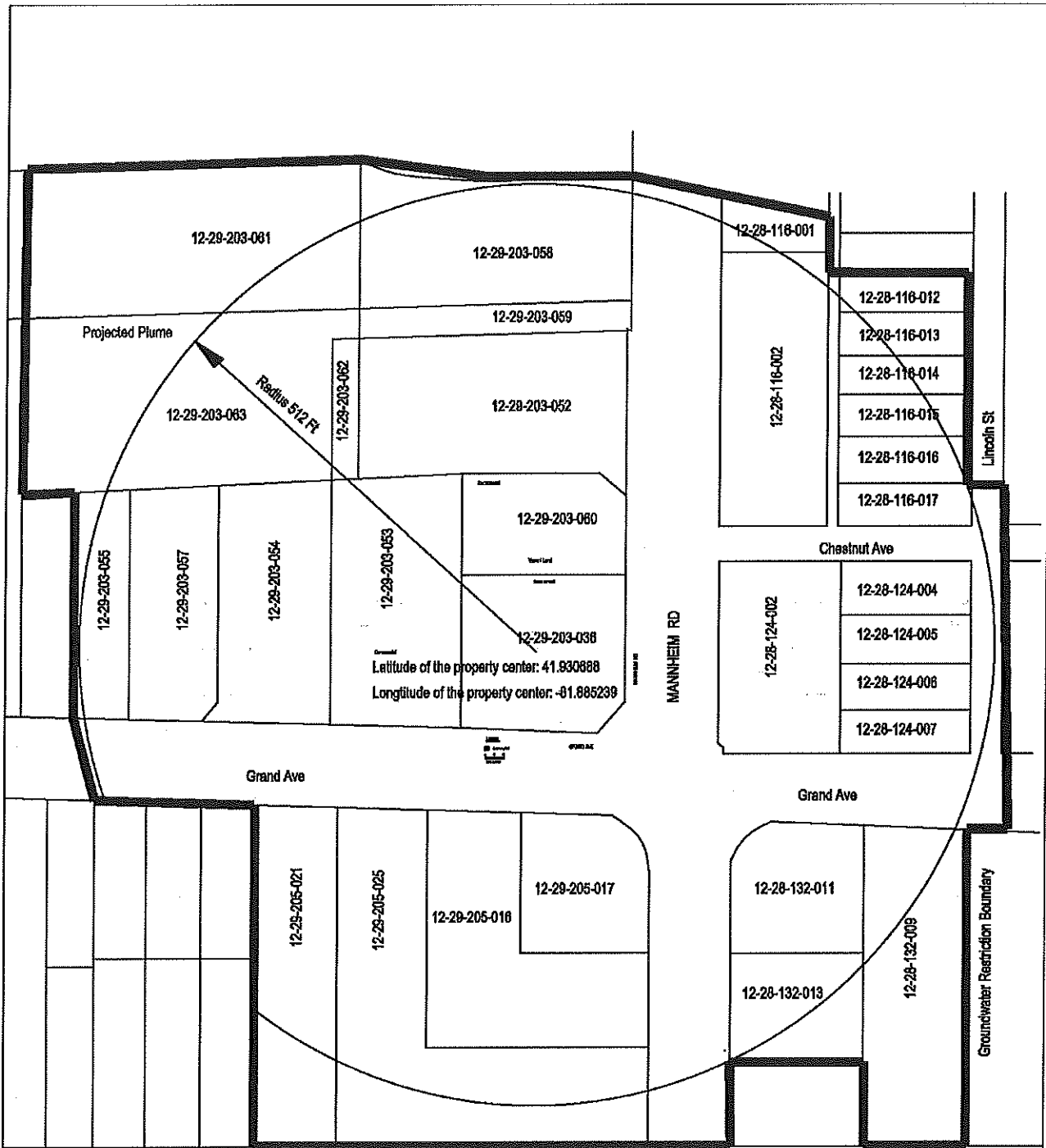


Exhibit A

QUALITY ENVIRONMENTAL SOLUTIONS						JOB LOCATION: 2800 N Mannheim Rd, Franklin Park, Illinois			
DATE	DESIGNED	CHECKED	APP' D	SCALE	UNIT	TITLE: Proposed Groundwater Restriction Area			
9/10/12	J.X.	J.L.	J.Y.			JOB NO: 12013	RPT: CAP	FIG: 04	

Exhibit B

As depicted in Exhibit A, beginning at the point 41°55'50" N 81°53'6" (the "Center Point"), zero degrees north from the Center Point a distance of 512 feet to the outer edge of a circle, "the Point of the Beginning";

Thence a 180° radius around the Center Point back to the Point of the Beginning, forming a circle; Through and including properties identified as, 12-29-205-021, 12-29-205-025, 12-29-205-016, 12-29-205-017, a portion of Mannheim Road, 12-28-132-013, 12-28-132-009, 12-28-132-011, a portion of Grand Avenue, 12-29-203-055, 12-29-203-057, 12-29-203-054, 12-29-203-053, 12-29-203-036, 12-29-203-060, 12-28-124-002, 12-28-124-007, 12-28-124-006, 12-28-124-005, 12-28-124-004, a portion of Lincoln Street, a portion of Chestnut Avenue, 12-28-116-002, 12-28-116-017, 12-28-116-016, 12-28-116-015, 12-28-116-014, 12-28-116-013, 12-28-116-012, 12-29-203-063, 12-29-203-062, 12-29-203-052, 12-29-203-059, 12-29-203-061, 12-29-203-058 and 12-28-116-001;

Excepting that property located in the Village of Melrose Park lying to the east of the property identified as 12-28-205-021 and to the north of Grand Avenue.