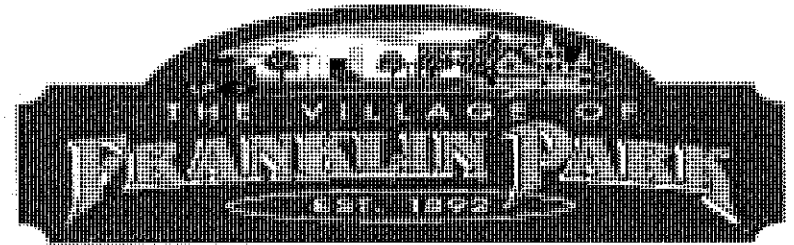


# Accounts Payable

## Computer Check Proof List

User: cperez  
 Printed: 08/09/2011 - 11:02 AM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0787 20110657	1-800 BOARD UP BOARD UP FEES 2502 ELDER LANE Check Total:	1,018.20 1,018.20	08/19/2011	Check Sequence: 1 10-13-53000	ACH Enabled: No
Vendor:3443 488780	1st AYD Corporation RESTROOM AND KITCHEN EQUIPMENT Check Total:	440.58 440.58	08/19/2011	Check Sequence: 2 10-30-62030	ACH Enabled: No
Vendor:1259 036318/1 037035/1 037043/1 038057/1 038069/1 038148/1 038252/1 038373/1 038375/1	Ace Hardware BULBS AND BRUSHES POLY TARP, RINGS, OIL, AND HOOKS BLADE HACK (EQUIPMENT) AAA BATTERIES AND ANTI-BACT SOAP POLYETHYLENE FILM BULBS WEED AND GRASS PUMPNGO DUCT TAPE, RIBBON FLY PAPER WATER COOLER 3 GAL Check Total:	29.34 56.04 8.98 18.98 40.99 42.93 17.99 16.97 33.99 266.21	08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 3 10-30-62040 10-30-62050 10-30-62040 10-30-62040 10-30-62050 10-30-62050 10-30-62050 10-30-62040	ACH Enabled: No
Vendor:1260 037703/1 037744/1 037858/1 038021/1 038032/1 038196/1	Ace Hardware SPRAY PAINT PAINT PROPANE FOR BLACKTOP TORCH CLEANER FILTER BAGS GRAFFITI AT 2921 DORA PAINT Check Total:	96.82 56.80 24.99 47.95 42.46 24.24 293.26	08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 4 35-01-62590 34-01-69600 10-90-62600 10-90-62680 34-01-69600 10-90-62600	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1263	Ace Hardware			Check Sequence: 5	ACH Enabled: No
036255/1	CEMENT, PUTTY, AND SANDPAPER	9.17	08/19/2011	10-13-52200	
036925/1	RUG DOCTOR WIDE TRACK RENTAL	26.99	08/19/2011	10-13-52200	
037699/1	DEODRZ BOWL 12 PK	7.99	08/19/2011	10-13-52200	
038198/1	LUBEFIX SHOWCASE	12.48	08/19/2011	10-13-52200	
	Check Total:	56.63			
Vendor:4751	ADVANCED OCCUPATIONAL			Check Sequence: 6	ACH Enabled: No
213878	POST ACCIDENT BAT & 2 DRUG SCREEN	100.00	08/19/2011	10-52-59000	
214960	RANDOM DRUG SCREENS DOT, NEW HIRES ILYRC	275.00	08/19/2011	10-52-59000	
215349	RANDOM DRUG SCREENS DOT, NEW HIRES ILYRC	25.00	08/19/2011	10-52-59000	
215351	RANDOM DRUG SCREENS DOT, NEW HIRES ILYRC	25.00	08/19/2011	10-52-59000	
215353	RANDOM DRUG SCREENS DOT, NEW HIRES ILYRC	50.00	08/19/2011	10-52-59000	
215356	RANDOM DRUG SCREENS DOT, NEW HIRES ILYRC	25.00	08/19/2011	10-52-59000	
	Check Total:	500.00			
Vendor:3576	AIRGAS NORTH CENTRAL			Check Sequence: 7	ACH Enabled: No
105413588	ACETYLENE, ARGON, AND OXYGEN GAS	16.41	08/19/2011	10-30-62090	
	Check Total:	16.41			
Vendor:0149	Al Piemonte Ford Sales, Inc.			Check Sequence: 8	ACH Enabled: No
506589	SHIFT TUBE FOR #215	50.01	08/19/2011	08-01-50090	
508165	UPPER RADI HOSE FOR 234	34.59	08/19/2011	08-01-50034	
	Check Total:	84.60			
Vendor:2605	ALFRED G. RONAN, LTD.			Check Sequence: 9	ACH Enabled: No
AUG 2011	PROF SRVCS FOR AUG1-AUG31 2011	3,500.00	08/19/2011	10-12-67560	
JULY 2011	PROFESSIONAL SERVICES JULY 2011	3,500.00	08/19/2011	10-12-67560	
	Check Total:	7,000.00			
Vendor:0013	ALLIED ASPHALT PAVING CO.			Check Sequence: 10	ACH Enabled: No
160578	HOTPATCH	822.69	08/19/2011	10-90-82781	
160899	HOTPATCH SURFACE	326.03	08/19/2011	10-90-82781	
	Check Total:	1,148.72			
Vendor:4552	ALLIED WASTE SERVICES			Check Sequence: 11	ACH Enabled: No
0551-008765676	SCAVENGER SERVICES JULY 2011	106,099.70	08/19/2011	09-01-64010	
	Check Total:	106,099.70			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4305 5420	Animal Welfare League STRAY DOGS AND CATS Check Total:	182.00 182.00	08/19/2011	Check Sequence: 12 10-20-60625	ACH Enabled: No
Vendor:5347 701-7306323 701-7306822 701-7313905 701-7313906 701-7320975 701-7320976 701-7328047 701-7328048 701-7334989 701-7334990	ARAMARK UNIFORM SERVICES RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS&SCRAPERS,8/2/11 RUBBER MATS&SCRAPERS,8/2/11 Check Total:	63.50 47.73 47.73 63.50 47.73 63.50 47.73 63.50 47.73 63.50 47.73 63.50 556.15	08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 13 10-13-52600 10-13-52600 10-13-52600 10-13-52600 10-13-52600 10-13-52600 10-13-52600 10-13-52600 10-13-52600 10-13-52600 10-13-52600	ACH Enabled: No
Vendor:1225 471200	ARLINGTON POWER WATER TANK AND PUMP Check Total:	4,099.00 4,099.00	08/19/2011	Check Sequence: 14 10-90-62600	ACH Enabled: No
Vendor:2809 6056	Artistic Engraving Co. LIEUTENANT BADGES CATCH AND CLIP Check Total:	558.00 558.00	08/19/2011	Check Sequence: 15 10-30-40806	ACH Enabled: No
Vendor:0229 043904	Astroblast, Inc. BLASTED AND PAINTED TRUCK 222 Check Total:	2,750.00 2,750.00	08/19/2011	Check Sequence: 16 10-90-50110	ACH Enabled: No
Vendor:5242 847671022107/7 847671780607/7 847R16134107/7 847Z97028907/7	AT&T MNTHLY VARIOUS DID&FAX LINES MNTHLY CLERK FAX &VH DSL MNTHLY VERIZON T1,VARIOUS RADIO&FAX MNTHLY VILLAGE T1 LINES Check Total:	2,598.56 108.30 6,298.30 926.30 9,931.46	08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 17 10-02-51200 10-02-51200 10-02-51200 10-02-51200	ACH Enabled: No
Vendor:2615 7832	AWESOME PEST SERVICE INC. EXTERMINATING SERVICES JULY 2011	510.00	08/19/2011	Check Sequence: 18 10-60-62460	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	510.00			
Vendor:0155 JUNE 2011	B&R & B&D GASOLINE INC. CAR WASHES 6/1-6/30 Check Total:	98.00 98.00	08/19/2011	Check Sequence: 19 10-20-50300	ACH Enabled: No
Vendor:4945 9048	BARTOLINI BROTHERS LAWN CUTTING MAY 2011 Check Total:	375.00 375.00	08/19/2011	Check Sequence: 20 10-60-63550	ACH Enabled: No
Vendor:2763 0157378 157886	BAXTER & WOODMAN RUBY ST. TRAFFIC SIGNAL GRAND AVE JEWEL TRAFFIC SIGNAL STUDY Check Total:	3,114.16 600.00 3,714.16	08/19/2011 08/19/2011	Check Sequence: 21 10-90-83370 10-90-82800	ACH Enabled: No
Vendor:0925 106357 106358 106359 106360	Bellwood Electric Motors, Inc. 17TH AVE LIFT STATION CONTROL CONTROL FOR PUMPS @ANDERSON SRVC PUMP RM EXHAUST FAN REPLACE PUMP RM EXHAUST FAN Check Total:	540.00 1,100.00 450.00 550.00 2,640.00	08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 22 35-01-63070 35-01-63070 35-01-63070 35-01-63070	ACH Enabled: No
Vendor:1764 07312011	BIUNDO LANDSCAPING SR GRASS CUTTING- JULY 2011-21 RESIDENTS Check Total:	1,185.00 1,185.00	08/19/2011	Check Sequence: 23 10-60-63550	ACH Enabled: No
Vendor:1609 00274976	Bristol Hose & Fitting PARKER CUSTOM HOSE (GRADER) Check Total:	43.06 43.06	08/19/2011	Check Sequence: 24 08-01-50090	ACH Enabled: No
Vendor:5299 08042011	CANNON COCHRAN MANAGEMENT SVC. LIABILITY INSURANCE EXPENSE Check Total:	3,548.37 3,548.37	08/19/2011	Check Sequence: 25 10-32-62190	ACH Enabled: No
Vendor:3236 117147 117189 2046-116061 2046-116066	CARQUEST ATTN: LARRY BATTERIES FOR #801 HEADLAMP PLUG FOR #896 BELT FOR #218 WINDOW MOTOR FOR 801A	196.76 7.99 36.39 44.69	08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 26 08-01-50020 08-01-50020 08-01-50034 08-01-50013	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2046-116070	BATTERY FOR 801A	94.50	08/19/2011	08-01-50013	
2046-116088	BATTERIES FOR 212	202.46	08/19/2011	08-01-50034	
2046-116196	ALTERNATOR FOR #313	222.01	08/19/2011	08-01-50013	
2046-116220	BELT AND PULLEY FOR 313	47.57	08/19/2011	08-01-50013	
2046-116244	OIL FILTER FOR 313	6.16	08/19/2011	08-01-50013	
2046-116247	GREASE GUNS	53.36	08/19/2011	08-01-50034	
2046-116251	REAR WIPER FOR 313	9.34	08/19/2011	08-01-50013	
2046-116271	RETURNED ALTERNATOR	-64.00	08/19/2011	08-01-50030	
2046-116277	AUTO BATTERY	-84.00	08/19/2011	08-01-50020	
2046-116321	BELT TENSIONER FOR BELT 490	37.39	08/19/2011	08-01-50030	
2046-116340	AUTO BATTERY	-84.00	08/19/2011	08-01-50020	
2046-116342	BELT TENSIONER A/C 490	41.98	08/19/2011	08-01-50030	
2046-116443	CAR PARTS (BRAKES) FOR 484	78.07	08/19/2011	08-01-50030	
2046-116532	V- RIBBED BELT FOR 213	15.81	08/19/2011	08-01-50090	
2046-116545	LEVER GREASE GUN WTR DEPT	29.99	08/19/2011	08-01-50020	
2046-116573	CONDENSER FOR 885	140.00	08/19/2011	08-01-50020	
2046-116663	COIL FOR 871	47.28	08/19/2011	08-01-50020	
2046-116705	BLOWER MOTOR RESISTOR FOR 490	21.78	08/19/2011	08-01-50030	
2046-116995	SWAY BAR BUSHINGS 875	128.97	08/19/2011	08-01-50020	
2046-117019	SWAY BAR LINKS 875	84.16	08/19/2011	08-01-50020	
	Check Total:	1,314.66			
Vendor:1895	CDW Government, Inc.			Check Sequence: 27	ACH Enabled: No
XSX0166	ANTENNAE FOR WIRELESS	478.00	08/19/2011	10-20-80800	
XVF5785	WIRELESS ACCESS POINT	690.99	08/19/2011	10-20-80800	
XVT8868	NAS FOR CAMERA SYSTEM	13,413.04	08/19/2011	10-20-80800	
XZX8729	MS SOFTWARE	498.99	08/19/2011	10-02-54200	
ZBW1115	SWITCH SOFTWARE&UPS FOR WATER DEPT	2,079.99	08/19/2011	10-02-54200	
	Check Total:	17,161.01			
Vendor:0549	Certified Laboratories			Check Sequence: 28	ACH Enabled: No
415682	OPTI-KILL 7GL, US OG	728.74	08/19/2011	10-90-62600	
415683	HOC 32, 5 GL, US CL	413.79	08/19/2011	35-01-63070	
	Check Total:	1,142.53			
Vendor:0042	CINTAS FIRST AID & SAFETY			Check Sequence: 29	ACH Enabled: No
0343718010	FIRST AID SUPPLIES	71.64	08/19/2011	35-01-52200	
0343718299	FIRST AID SUPPLIES	74.68	08/19/2011	10-90-62680	
0343720491	SUPPLIES FOR FIRST AID CABINET	27.00	08/19/2011	08-01-89115	
	Check Total:	173.32			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:UB*00340	CIRILO PACHOCO			Check Sequence: 30	ACH Enabled: No
	Refund check	15.73	07/20/2011	35-00-20100	
	Refund check	29.26	07/20/2011	34-00-20100	
	Check Total:	44.99			
Vendor:2783	CJC Auto Parts			Check Sequence: 31	ACH Enabled: No
345028	OIL AND AIR FILTERS FOR POLICE	38.65	08/19/2011	08-01-50020	
348284	FUEL&AIR FILTERS FOR #203	108.19	08/19/2011	08-01-50090	
	Check Total:	146.84			
Vendor:1420	CLARK DIETZ, INC.			Check Sequence: 32	ACH Enabled: No
408851	SERVICES RENDERED IKE STUDY	625.00	08/19/2011	10-12-82800	
	Check Total:	625.00			
Vendor:5257	COMED			Check Sequence: 33	ACH Enabled: No
1862148017/JUL	ELECTRICITY- 1862148017	225.27	08/19/2011	35-01-62800	
3291125046/711	ELECTRICITY 3291125046	332.52	08/19/2011	34-01-62800	
3893073029/JUL11	ELECTRICITY- 3893073029	20.02	08/19/2011	10-50-62330	
5228412016/711	ELECTRICITY 5228412016	1,062.56	08/19/2011	10-50-62330	
5228689026/711	ELECTRICITY 5228689026	306.01	08/19/2011	35-01-62800	
5396076006/JUL11	ELECTRICITY- 5396076006	258.10	08/19/2011	10-50-62330	
5732152069/JY11	ELECTRICITY 5732152069	74.24	08/19/2011	10-50-62330	
7603147072/711	ELECTRICITY 7603147072	470.78	08/19/2011	35-01-62800	
	Check Total:	2,749.50			
Vendor:0521	COMMERICAL TIRE COMPANY			Check Sequence: 34	ACH Enabled: No
1110001969	FLAT REPAIR #223	39.50	08/19/2011	10-90-50110	
1110002234	FLAT REPAIR	36.50	08/19/2011	10-90-50110	
1110002366	FLAT REPAIR	29.50	08/19/2011	10-90-50110	
1110003301	FLAT REPAIR	24.50	08/19/2011	09-01-50100	
	Check Total:	130.00			
Vendor:0768	Cook County Sheriff's Pol Dept			Check Sequence: 35	ACH Enabled: No
1003A	RANGE TIME 6/30	400.00	08/19/2011	10-20-52001	
1003B	RANGE TIME 7/6	400.00	08/19/2011	10-20-52001	
1003C	RANGE TIME 7/8	250.00	08/19/2011	10-20-52001	
	Check Total:	1,050.00			
Vendor:1337	Corporate Business Cards, Ltd			Check Sequence: 36	ACH Enabled: No
144569	WATER QUALITY REPORT 2011	1,185.32	08/19/2011	34-01-51800	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
144731	JULY NEWSLETTER	1,871.10	08/19/2011	10-01-51880	
145191	BUSINESS CARDS WR, RP	58.00	08/19/2011	10-01-59000	
146430	CHARGES FORM	255.00	08/19/2011	10-01-51800	
	Check Total:	3,369.42			
Vendor:2499 JI191794	CORRPRO COMPANIES INSTALLATION OF PROTECTION SYSTM	10,212.50	08/19/2011	Check Sequence: 37 34-01-62950	ACH Enabled: No
	Check Total:	10,212.50			
Vendor:4902 COOK 2011	COUNTY OF COOK, ILLINOIS WIDE AREA NETWORK CONNECT 2011	2,357.25	08/19/2011	Check Sequence: 38 10-20-80700	ACH Enabled: No
	Check Total:	2,357.25			
Vendor:1464 0000106674 0000107308 089418 089423 089470	D & P CONSTRUCTION 30 YARD EXCHANGE SWITCH 30 YARD EXCHANGE SWITCH DEBRIS REMOVAL 3300 ELM DEBRIS REMOVAL 3300 ELM STREET SWEEPINGS	300.00 300.00 2,180.00 470.00 1,068.00	08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 39 09-01-64000 09-01-64000 13-01-59000 13-01-59000 09-01-64000	ACH Enabled: No
	Check Total:	4,318.00			
Vendor:2231 20110210	Dahme Mechanical Industr. Inc. BOOSTER STATION VALVE REPLACEMENT	24,953.00	08/19/2011	Check Sequence: 40 34-01-82990	ACH Enabled: No
	Check Total:	24,953.00			
Vendor:5503 0000257893	DISCOVERY BENEFITS DEBIT CARD FEE JULY 2011	245.00	08/19/2011	Check Sequence: 41 10-01-40999	ACH Enabled: No
	Check Total:	245.00			
Vendor:3278 32579	Elevator Inspection Svc. Co. ELVTOR REINSPECTION 11417 IRVING	25.00	08/19/2011	Check Sequence: 42 10-13-60550	ACH Enabled: No
	Check Total:	25.00			
Vendor:1231 64689	ELMHURST MEMORIAL POST ACCIDENT DRUG AND BAT TEST	70.00	08/19/2011	Check Sequence: 43 10-52-59000	ACH Enabled: No
	Check Total:	70.00			
Vendor:2570 1388359	Emergency Medical Pdts., Inc. WALL BRACKET/ RED SHARPS	32.48	08/19/2011	Check Sequence: 44 10-30-82080	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	32.48			
Vendor:5609	EXELON ENERGY			Check Sequence: 45	ACH Enabled: No
100441200210	ENERGY EE1004412	82.08	08/19/2011	34-01-62800	
100441700210	ENERGY EE1004417	113.10	08/19/2011	35-01-62800	
100441800210	ENERGY EE1004418	7,990.45	08/19/2011	34-01-62800	
100587800210	ENERGY EE1005878	4,054.96	08/19/2011	34-01-62800	
200899900030	ELECTRICITY EE2008999	13,149.26	08/19/2011	10-50-62330	
200900000030	ELECTRICITY- EE2009000	445.24	08/19/2011	10-50-62330	
	Check Total:	25,835.09			
Vendor:3904	Fedex			Check Sequence: 46	ACH Enabled: No
7-574-79253	PRIORITY OVERNIGHT SHIPMENT	25.46	08/19/2011	10-01-51500	
	Check Total:	25.46			
Vendor:5243	FLEET SERVICES			Check Sequence: 47	ACH Enabled: No
26356702-1	FUEL PURCHASE	353.74	08/19/2011	10-90-50200	
26356702-2	FUEL PURCHASE	250.91	08/19/2011	10-20-50200	
26604623	FUEL PURCHASES	367.05	08/19/2011	34-01-50200	
	Check Total:	971.70			
Vendor:0502	FLOORS & WALLS UNLIMITED			Check Sequence: 48	ACH Enabled: No
1166	PAINTING MATERIALS	201.25	08/19/2011	10-90-62590	
	Check Total:	201.25			
Vendor:0198	Fox Valley Systems Inc			Check Sequence: 49	ACH Enabled: No
I0036114	WHITE MARKING FLAGS	36.84	08/19/2011	10-90-62600	
	Check Total:	36.84			
Vendor:0081	FRANKLIN PARK PLUMBING CO			Check Sequence: 50	ACH Enabled: No
9494	SEWER NB LANE MANNHEIM ROAD	3,160.00	08/19/2011	35-01-63070	
9505	2632 LEONA WATER MAIN REPAIR	4,087.00	08/19/2011	34-01-62860	
	Check Total:	7,247.00			
Vendor:0080	FRANKLIN PK. BLDG. MATERIALS			Check Sequence: 51	ACH Enabled: No
23448	CEMENT	80.70	08/19/2011	35-01-63070	
23771	CEMENT	98.90	08/19/2011	35-01-63070	
23775	CONCRETE STONE	204.00	08/19/2011	35-01-63070	
24016	CEMENT	79.12	08/19/2011	35-01-63070	



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	462.72			
Vendor:2971 12778254	Fred Pryor Seminars SEMINAR Check Total:	119.00 119.00	08/19/2011	Check Sequence: 52 10-02-51150	ACH Enabled: No
Vendor:3031 3921	GALEWOOD ROOFING EMERGENCY ROOF REPAIRS 9500 BELM Check Total:	455.00 455.00	08/19/2011	Check Sequence: 53 10-13-52600	ACH Enabled: No
Vendor:3510 PINV294978 PINV297247 PINV297247-A PINV297247-B PINV297302 PINV298482 PINV299830 PINV301094 PINV301696 PINV305341A PINV305341B PINV306934 PINV306952 PINV307979	GARVEY'S OFFICE PRODUCTS REPORT COPY PAPER BLACK AND WHITE TAPE LABLES BOX, TAPE, INK AND BATTERIES PAPERCLIPS SCOTCHTAPE AND PADS COPY PAPER PERM MARKER PENS AND TONER INK, ENVELOPES, FRESHNERS, CANDY PAPER PENS AND PENCILS POUCH AND PRINTING MATERIAL BINDER TAPE DUSTER ENTERED STAMP INK, TONER LABELS CARTRIDGES STAPLE REMOVE PENS INK AND TAPE Check Total:	329.00 -37.98 290.60 202.36 329.00 211.03 238.32 34.12 70.97 117.06 19.98 237.99 65.31 142.94 2,250.70	08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 54 10-20-50400 10-01-50400 10-13-50400 10-01-50400 10-90-50700 10-01-50400 10-01-50400 10-01-50400 10-01-50400 10-13-50400 10-90-62680 10-01-50400 10-01-50400	ACH Enabled: No
Vendor:4516 124720 124802	GONZALEZ & ASSOCIATES, P.C. SERVICES RENDERED 6/16-6/30 SRVCS RENDERED 7/1-7/15/2011 Check Total:	6,600.00 5,700.00 12,300.00	08/19/2011 08/19/2011	Check Sequence: 55 10-33-52400 10-33-52400	ACH Enabled: No
Vendor:5200 9583348496 9586169238 9586618200 9587671265 9587671273	GRAINGER BUTTERFLY DAMPER MAG NUT DRIVER SET SWEEPING COMPOUND SELF DRILLING SCREW BUTTERFLY DAMPERS Check Total:	7.66 10.76 160.56 3.53 99.58 282.09	08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 56 10-13-52600 10-13-52600 34-01-62590 10-13-52600 10-13-52600	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0522 468861	GUARDIAN LIFE INS. (ASO) DENTAL HYBRID ASO JULY 2011 Check Total:	11,506.42 11,506.42	08/19/2011	Check Sequence: 57 10-52-62390	ACH Enabled: No
Vendor:5604 438827/811	GUARDIAN LIFE INSURANCE DENTAL HMO AUGUST 2011 Check Total:	787.30 787.30	08/19/2011	Check Sequence: 58 10-52-62390	ACH Enabled: No
Vendor:1555 18607 18608 18609 18619 18649 18650 18651 18652 18653 18654 18655 18686 18752	H & H ELECTRIC COMPANY GAZEBO PARK MAINT COMMUTER LOT MAINT STREET LIGHT OUTAGES RAILROAD DAZE GRAND AND SCOTT LIGHT DETECTOR 25TH AND FULLERTON GRAND/MAPLE GRAND/EDGINGTON LIGHT DETECTOR GRAND/MARTENS DAMAGED POLE STREET LIGHT OUTAGES ASSIST W COMED CABLES (STORM) HAWTHORNE ST. STORM DAMAGE TRAFFIC SIGNAL MAINTENANCE TRAFFIC SIGNAL CONTRACT MAINT Check Total:	761.05 194.10 1,077.60 3,097.20 1,413.35 1,109.30 979.60 2,037.20 1,204.65 493.10 645.75 1,140.00 1,140.00 15,292.90	08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 59 10-50-62340 10-50-62340 10-50-62340 10-50-62340 10-90-62690 10-90-62690 10-50-62340 10-50-62340 10-50-62340 10-50-62340 10-50-62340 10-50-62340 10-90-50110	ACH Enabled: No
Vendor:1242 00040294	HARTS TRACTOR CO. INC. BRAKE CANS AND SLACK ADJ (229) Check Total:	2,471.32 2,471.32	08/19/2011	Check Sequence: 60 08-01-50090	ACH Enabled: No
Vendor:3064 11-147 11-291 11-292	HBK WATER METER SERVICE 11010 ADDISON METER EXCHANGE 3410 ROSE METER EXCHANGE 10601 SEYMOUR METER EXCHANGE Check Total:	1,887.13 1,300.00 1,300.00 4,487.13	08/19/2011 08/19/2011 08/19/2011	Check Sequence: 61 34-01-35100 34-01-62820 34-01-62820	ACH Enabled: No
Vendor:5204 168824 169175 169904 169955	HILL MECHANICAL GROUP VILL HALL BOARD ISSUE CONDENSER CONTRACT AGREEMENT 7/1/11-6/30/12 NO COOLING @9545 BELMONT;COIL ISSUES NO COOLING @9545 BELMONT;DAMPER CLOSED	237.91 3,129.25 1,164.59 673.99	08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 62 10-13-52600 10-13-52600 10-13-52600 10-13-52600	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	5,205.74			
Vendor:0260 25952	HOWARD AUTO GROUP RELAYS FOR 881 Check Total:	21.78 21.78	08/19/2011	Check Sequence: 63 08-01-50020	ACH Enabled: No
Vendor:4717 800805/8	I.D.E.S. 2ND QUARTER 2011 UNEMPLOYMENT Check Total:	2,865.00 2,865.00	08/19/2011	Check Sequence: 64 10-32-62210	ACH Enabled: No
Vendor:2819 AUG 2011E AUG2011 AUG2011ND	ICSC MSHP FEE 11 CHGOLD RETAIL CNFRCE MEMBR FEE 2011 ICSC DEAL CNFRNCE NON MEMBR FEE 2011 ICSC CNFRNCE Check Total:	80.00 255.00 355.00 690.00	08/19/2011 08/19/2011 08/19/2011	Check Sequence: 65 10-12-51870 10-12-51870 10-12-51870	ACH Enabled: No
Vendor:4711 37847	IDOT Financial Services SIGNAL AT RIVER ROAD AND KING Check Total:	368.01 368.01	08/19/2011	Check Sequence: 66 10-50-62340	ACH Enabled: No
Vendor:8288 671899	IL TAX INCREMENT ASSOC. SALES TAX TIF MEMBER 2011-2012 Check Total:	750.00 750.00	08/19/2011	Check Sequence: 67 12-01-59000	ACH Enabled: No
Vendor:1339 2502	ILLINOIS PUBLIC RISK FUND MONTHLY WORKMAN'S COMP 9/2011 Check Total:	84,663.00 84,663.00	08/19/2011	Check Sequence: 68 10-32-62200	ACH Enabled: No
Vendor:3168 07282011 07282011-1	ILLINOS GOVT FINANCE OFFICERS IGFOA ANNUAL CONFERENCE IGFOA ANNUAL CONF GOLF OUTING Check Total:	278.00 90.00 368.00	08/19/2011 08/19/2011	Check Sequence: 69 10-01-52120 10-01-52120	ACH Enabled: No
Vendor:3389 06282011	Int'l Inst. of Municipal Clks ANNUAL MEMBERSHIP FEE TO 93012 Check Total:	135.00 135.00	08/19/2011	Check Sequence: 70 10-18-52100	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3837 07152011E 07152011P	INTERNATIONAL COUNCIL OF SHOPP MBRSHP RENWL DUES THRU 9302012 MBRSHP RNWAL DUES THRU 73112 Check Total:	100.00 50.00 150.00	08/19/2011 08/19/2011	Check Sequence: 71 10-12-52100 10-12-52100	ACH Enabled: No
Vendor:2084 25189 25192 25193 25194 25195 25200 25201	J.G. UNIFORMS 2 GH BODY ARMOR OVERSIZE 1 GH BODY ARMOR LITE 1 GH BODY ARMOR LITE 1 GH BODY ARMOR LITE 1 GH BODY ARMOR EMBROIDERY 2 LITE BODY ARMOR 1 GH BODY ARMOR OVERSIZE Check Total:	2,140.00 810.00 810.00 810.00 833.75 1,330.00 3,050.00 9,783.75	08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 72 10-20-54000 10-20-54000 10-20-54000 10-20-54000 10-20-54000 10-20-54000 10-20-54000	ACH Enabled: No
Vendor:1534 161439 161737 161842	JKS VENTURES, INC. STONE STONE STONE AND MULCH Check Total:	232.68 229.80 398.16 860.64	08/19/2011 08/19/2011 08/19/2011	Check Sequence: 73 34-01-62860 10-90-62660 10-90-62660	ACH Enabled: No
Vendor:4831 34042987	JOHLER DEMOLITION INC REFUND DUE TO RETURN OF HYDRANT METER Check Total:	2,234.80 2,234.80	08/19/2011	Check Sequence: 74 34-01-35100	ACH Enabled: No
Vendor:3233 203177 205305 205543 205631	Just Tires TIRE FOR 872 TIRES AND ALIGNMENT FOR 490 TIRE FOR 871 2 TIRES FOR 880 Check Total:	92.45 714.08 153.02 225.92 1,185.47	08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 75 08-01-50020 08-01-50030 08-01-50020 08-01-50020	ACH Enabled: No
Vendor:5523 2686	K-FIVE CONSTRUCTION EMERSON AVE Check Total:	58,816.78 58,816.78	08/19/2011	Check Sequence: 76 10-90-82770	ACH Enabled: No
Vendor:0497 10481-1 10481-2 10481-3	Kane, Mc Kenna & Associates DOWNTOWN TIF BELMONT/RIVER RD TIF O'HARE EAST TIF	166.07 166.07 166.07	08/19/2011 08/19/2011 08/19/2011	Check Sequence: 77 42-01-67590 13-01-67590 40-01-67590	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
10481-4	WMRA	166.07	08/19/2011	12-01-67590	
10481-5	MANNHEIM/GRAND	166.07	08/19/2011	22-01-67590	
10481-6	RESURRECTION	3,128.58	08/19/2011	43-01-67590	
10481-7	LIFE FITNESS	166.07	08/19/2011	14-01-67590	
	Check Total:	4,125.00			
Vendor:1228 0132296-IN	Keller Heartt Co Inc FORMSHL 10/30 OIL Check Total:	748.00 748.00	08/19/2011	Check Sequence: 78 08-01-50020	ACH Enabled: No
Vendor:0110 2710 2711 2712	KRIETER CONCRETE CONST. SEWER @ 2848 WASHINGTON 2639 OAK AND 2620 RIVERSIDE REPAIR 2750 2757 HAWTHORNE REPAIRS Check Total:	2,410.00 2,525.00 1,930.00 6,865.00	08/19/2011 08/19/2011 08/19/2011	Check Sequence: 79 35-01-63070 35-01-63070 34-01-62860	ACH Enabled: No
Vendor:4410 00346 07282011	Kyle Gronert DESIGN SERVICES JULY NEWSLETTER DESIGN SVCS AUG VILL NEWSLETTER Check Total:	400.00 350.00 750.00	08/19/2011 08/19/2011	Check Sequence: 80 10-01-51880 10-01-51880	ACH Enabled: No
Vendor:0284 06252011	LAW OFFICE OF LOUIS F CAINKAR SVCS REND 1/1-6/30 PDST Check Total:	3,163.50 3,163.50	08/19/2011	Check Sequence: 81 54-01-51000	ACH Enabled: No
Vendor:1333 0599747 0628250 0628255 0628256	Lawson Products, Inc. TY-RAPS MINI BULBS DISC AND SCREWS SHOP PARTS SHOP PARTS Check Total:	244.03 64.80 216.64 180.00 705.47	08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 82 10-90-62610 08-01-89115 10-90-62780 10-90-62610	ACH Enabled: No
Vendor:2839 5767	LEXIPOL ONE YEAR UPDATE SUBSCRIP 8/1-7/31 Check Total:	3,200.00 3,200.00	08/19/2011	Check Sequence: 83 10-20-52001	ACH Enabled: No
Vendor:1970 144779420110630	LEXIS NEXIS USER FEE FOR JUNE 2011 PHONES	150.00	08/19/2011	Check Sequence: 84 10-20-60560	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	150.00			
Vendor:3401	LEYDEN LAWN SPRINKER			Check Sequence: 85	ACH Enabled: No
111191	MEMORIAL PARK	101.30	08/19/2011	10-90-62600	
11188	KING ST	96.00	08/19/2011	34-01-62900	
11189	B 12 TOWER	124.50	08/19/2011	10-13-52600	
11190	VILLAGE HALL	96.00	08/19/2011	10-90-62600	
11192	THOMAS PARK	96.00	08/19/2011	10-90-62600	
11193	MILLER PARK	99.00	08/19/2011	10-90-62600	
11194	GAZEBO MAINT	153.00	08/19/2011	10-13-52600	
11195	POLICE STATION-CHECK SYSTEM	96.00	08/19/2011	10-13-52600	
	Check Total:	861.80			
Vendor:2989	LYNDA JOHANSEN OR ILLINOIS DEP			Check Sequence: 86	ACH Enabled: No
07222011	COMPLIANCE W OVERTIME LAWS	1,038.72	08/19/2011	10-20-59000	
	Check Total:	1,038.72			
Vendor:4850	MAILFINANCE/Neopost Leasing			Check Sequence: 87	ACH Enabled: No
N2636793	LEASE 07051013 13 AUG 11- 12 SEP 11	452.14	08/19/2011	10-01-50930	
	Check Total:	452.14			
Vendor:2389	MANNY'S LANDSCAPING			Check Sequence: 88	ACH Enabled: No
JUNE 2011	LAWN CUTTING JUNE 2011 75 X 15	1,125.00	08/19/2011	10-60-63550	
MAY 2011	LAWN CUTTING MAY 2011 38 X 15	570.00	08/19/2011	10-60-63550	
	Check Total:	1,695.00			
Vendor:0131	MENARDS - MELROSE PARK			Check Sequence: 89	ACH Enabled: No
62015	THERMOSTAT GUARD APPLINCE CORD	78.89	08/19/2011	10-13-52200	
63844	THERMOSTAT GUARDS	31.98	08/19/2011	10-13-52200	
72624	AIR CONDITIONER FOR BREAK ROOM	499.00	08/19/2011	10-90-62590	
73234	COFFEE AND AIR CIRCULATOR	72.29	08/19/2011	10-13-52200	
	Check Total:	682.16			
Vendor:3125	Metro Mortuary Transport, Inc.			Check Sequence: 90	ACH Enabled: No
A-001-06252011	OLIVIA LEYSAN 06/25/2011	260.00	08/19/2011	10-20-62170	
A-001-06252011-	BODY BAG	40.00	08/19/2011	10-20-62170	
	Check Total:	300.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4166 2011-091	Metropolitan Mayors Caucus CAUCUS 2010-2011 DUES Check Total:	641.66 641.66	08/19/2011	Check Sequence: 91 10-01-59000	ACH Enabled: No
Vendor:1735 07142011	ROBERT MICHALOWSKI ARCHITECTURAL FEES AUGUST 2011 Check Total:	1,417.00 1,417.00	08/19/2011	Check Sequence: 92 10-12-52925	ACH Enabled: No
Vendor:2046 002399ACM 66484A 68493A 68493A-1 69242A 69377A	MID AMERICAN WATER INC. CREDIT RELIEF VALVE HYDRANTS HYDRANTS RISERS, PARTS, RPZ VALVE, VALVE BOX, FLANGES Check Total:	-1,374.00 1,832.00 6,867.00 6,615.00 4,023.60 3,636.30 21,599.90	08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 93 34-01-62860 34-01-62860 34-01-62860 34-01-62860 34-01-62860 34-01-62860	ACH Enabled: No
Vendor:0329 R65941	MONROE TRUCK EQUIPMENT ELECTRICAL REPAIRS Check Total:	787.01 787.01	08/19/2011	Check Sequence: 94 10-90-50110	ACH Enabled: No
Vendor:0129 148639 149041 CK300308	MURPHY'S CONTRACTORS EQUIP WHITE COTTON GLOVES HOSES HYDRANT ADAPTERS CREDIT FRM 6/24/11 Check Total:	10.25 224.85 -78.75 156.35	08/19/2011 08/19/2011 08/19/2011	Check Sequence: 95 34-01-60600 34-01-62860 34-01-62860	ACH Enabled: No
Vendor:0296 735405 736563	NEENAH FOUNDRY COMPANY GRATES AND FRAMES GRATES Check Total:	3,212.00 2,160.00 5,372.00	08/19/2011 08/19/2011	Check Sequence: 96 35-01-63070 35-01-63070	ACH Enabled: No
Vendor:4013 146545 146919	NEMRT LAWS OF ARREST, SEARCH, SEIZURE BREATH ALCOHOL TESTING Check Total:	50.00 60.00 110.00	08/19/2011 08/19/2011	Check Sequence: 97 10-20-52001 10-20-52001	ACH Enabled: No
Vendor:3360 04045725	NEWPORT RETIREMENT SERVICES, I 2ND Q PLAN ADMIN FEES 4/1-6/30	92.48	08/19/2011	Check Sequence: 98 10-60-59000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	92.48			
Vendor:2033	NICK'S SALES AND SERVICE			Check Sequence: 99	ACH Enabled: No
48686	SHARPEN HEDGER BLADES	24.00	08/19/2011	08-01-50034	
48717	2CYCLE OIL	36.10	08/19/2011	08-01-50034	
48751	WELD DECK ON TORO	79.95	08/19/2011	08-01-50034	
48752	SPARK PLUG, OIL CHANGE/OIL FILTER	74.60	08/19/2011	08-01-50034	
48786	REPAIR DECK/BELT TORO MOWER	242.55	08/19/2011	08-01-50034	
48808	BLOWER PARTS AND LABOR	48.20	08/19/2011	10-90-62600	
	Check Total:	505.40			
Vendor:4521	NICOR			Check Sequence: 100	ACH Enabled: No
04671900001/JUL	HEATING 04671900001 06/25-07/26	122.92	08/19/2011	10-20-52450	
08842900006/711	HEATING 08842900006	365.15	08/19/2011	10-30-52450	
17658190230/711	GAS BILL FOR 9621 PACIFIC AVENUE	58.63	08/19/2011	10-13-52550	
18952060202	GAS/HEAT-18952060202	26.36	08/19/2011	35-01-52450	
18952060202/711	HEATING 18-95-20-6020 2 5-25-6/27 11	0.24	08/19/2011	35-01-52450	
45671900004/JUL	HEATING 45-67-19-00004 2-24 -4/26 11	749.28	08/19/2011	34-01-62940	
45671900004/7	HEAT/GAS-45671900004	140.87	08/19/2011	34-01-62940	
4671900001/7	9545 BELMONT	159.55	08/19/2011	10-20-52450	
87873543729/6	HEATING	90.38	08/19/2011	35-01-52450	
87873543729/7	GAS/HEAT-87873543729	25.62	08/19/2011	35-01-52450	
	Check Total:	1,739.00			
Vendor:2107	Norcomm Public Safety Comm.			Check Sequence: 101	ACH Enabled: No
278-001279	NORCOMM 911 DISPATCH STAFF-JULY	60,283.66	08/19/2011	10-14-40220	
278-001283	POLICE RECORDS MGMT STAFF-JULY	10,688.58	08/19/2011	10-20-60400	
	Check Total:	70,972.24			
Vendor:4607	NORTH CENTRAL COUNCIL OF MAYOR			Check Sequence: 102	ACH Enabled: No
08032011	NORTH CENTRAL PORTION OF PL BUDGET FY12	1,238.00	08/19/2011	10-01-59000	
	Check Total:	1,238.00			
Vendor:3454	NORTHWEST FORD			Check Sequence: 103	ACH Enabled: No
6162867	EXHAUST PIPE FOR 229	230.16	08/19/2011	08-01-50034	
6163213	FUEL REGULATOR FOR 212	219.23	08/19/2011	08-01-50034	
6163301	DOOR HANDLE FOR 219	12.46	08/19/2011	08-01-50035	
6163423	RELAY FOR 211	28.33	08/19/2011	08-01-50035	
6164044	DOOR LATCH FOR #203	115.42	08/19/2011	08-01-50090	



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	605.60			
Vendor:3609 OTRTU863	ON THE RIGHT TRACK-TRAINING&CO WEBINAR- "DEALING W DIFFICULT PEOPLE" Check Total:	49.00 49.00	08/19/2011	Check Sequence: 104 10-01-52001	ACH Enabled: No
Vendor:0599 20095	Pesche's Flower Inc ANNUALS Check Total:	308.88 308.88	08/19/2011	Check Sequence: 105 10-90-62715	ACH Enabled: No
Vendor:3945 1106123276 110702316	Pioneer Press RAILROAD DAZE AD RAILROAD DAZE PUBLICATION Check Total:	1,341.25 50.00 1,391.25	08/19/2011 08/19/2011	Check Sequence: 106 10-61-69561 10-61-69561	ACH Enabled: No
Vendor:4235 1842097/JULY11	PITNEY BOWES GLOBAL FIN.SRVCS. LEASE PAYMENT 07/10-10/10 2011 Check Total:	1,053.00 1,053.00	08/19/2011	Check Sequence: 107 10-01-50930	ACH Enabled: No
Vendor:4183 1303035-IN	Pollardwater.com TREN-SHORE SHORING PUMP & FLUID Check Total:	3,337.80 3,337.80	08/19/2011	Check Sequence: 108 10-32-62650	ACH Enabled: No
Vendor:1166 2/700200 2/700370	Prosafety Inc LANYARD, HARNESS SAFETY HEADGEAR AND GLOVES Check Total:	110.00 342.00 452.00	08/19/2011 08/19/2011	Check Sequence: 109 10-90-60600 10-90-60600	ACH Enabled: No
Vendor:1924 2964 3017	PTL LANDSCAPING LAWN MOWING SVCS 15 X 16.5 5/11 LAWN MOWING SVCS 69 X 16.5 6/11 Check Total:	247.50 1,035.00 1,282.50	08/19/2011 08/19/2011	Check Sequence: 110 10-60-63550 10-60-63550	ACH Enabled: No
Vendor:0827 5765550	QUILL CORPORTION NAME BADGES Check Total:	109.89 109.89	08/19/2011	Check Sequence: 111 10-01-50400	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:2813 40186	R NOW CHISEL NOZZLES FOR 211 Check Total:	613.66 613.66	08/19/2011	Check Sequence: 112 08-01-50035	ACH Enabled: No
Vendor:2673 188174	R. REID AND SONS GRASS CUTTING- JB.WILLIAMS Check Total:	1,025.00 1,025.00	08/19/2011	Check Sequence: 113 35-01-63110	ACH Enabled: No
Vendor:1096 76714 76727 76815	Radco Communications, Inc. MAIN AND REPAIR (HEADLIGHT) INSTALLATION OF WIRELESS CAMERA MAINTANENCE AND REPAIR Check Total:	60.00 1,545.00 604.50 2,209.50	08/19/2011 08/19/2011 08/19/2011	Check Sequence: 114 10-20-59000 10-20-80800 10-20-59000	ACH Enabled: No
Vendor:UB*00339	MARIA RAMIERZ Refund check Refund check Check Total:	651.73 648.27 1,300.00	07/14/2011 07/14/2011	Check Sequence: 115 35-00-20100 34-00-20100	ACH Enabled: No
Vendor:2872 L69318-001	Reebie Storage SCALE USE Check Total:	36.00 36.00	08/19/2011	Check Sequence: 116 10-20-80570	ACH Enabled: No
Vendor:3621 1838 1841	REY'S LANDSCAPING LAWN MOWING MAY 2011 40 X 15 LAWN MOWING JUNE 2011 79 X 15 Check Total:	600.00 1,185.00 1,785.00	08/19/2011 08/19/2011	Check Sequence: 117 10-60-63550 10-60-63550	ACH Enabled: No
Vendor:1017 19727463	Ricoh Customer Finance Corp. MONTHLY LEASE- FD COPIER Check Total:	300.10 300.10	08/19/2011	Check Sequence: 118 10-02-80001	ACH Enabled: No
Vendor:3256 86059	Russ Reid GOVT RELATIONS FEE, DC HILL RELATIONS, Check Total:	30,383.33 30,383.33	08/19/2011	Check Sequence: 119 10-12-67560	ACH Enabled: No
Vendor:2419 1063587 1063592	Russo's Power Equipment LAWN MOWER- PARTS AND LABOR HEDGE TRIMMER- PARTS AND LABOR	191.64 37.26	08/19/2011 08/19/2011	Check Sequence: 120 10-90-62780 10-90-62780	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1063665	SPADE AND HANDLE	65.97	08/19/2011	10-90-62780	
1063673	PRO GUARD CHISEL CHAIN	70.38	08/19/2011	10-90-62780	
1069635	GRINDER TOOL, MOWER BLADES	213.69	08/19/2011	10-90-62780	
1072260	MOWER REPAIR	117.80	08/19/2011	10-90-62780	
1075227	TRIMMER REPAIR	56.21	08/19/2011	10-90-62780	
1075230	BLOWER REPAIR	68.19	08/19/2011	10-90-62780	
1075233	WEED WACKER REPAIR	16.00	08/19/2011	10-90-62780	
1075278	PARTS FOR CHAINSAW AND PRUNER	11.19	08/19/2011	10-90-62780	
	Check Total:	848.33			
Vendor:1352	WILLIAM RYAN			Check Sequence: 121	ACH Enabled: No
JUNE 2011	ADJUDICATION SERVICES JUNE 2011	1,067.50	08/19/2011	10-72-62557	
MAY 2011	ADJUDICATION SERVICES MAY 2011	1,295.00	08/19/2011	10-72-62557	
	Check Total:	2,362.50			
Vendor:0047	Rydin Sign and Decal			Check Sequence: 122	ACH Enabled: No
265191	VEHICLE STICKERS AND TAGS	475.88	08/19/2011	10-90-62325	
	Check Total:	475.88			
Vendor:0579	Sam's Towing Service, Inc.			Check Sequence: 123	ACH Enabled: No
84097	TOW 212 TO FLEET GARAGE	175.00	08/19/2011	08-01-50034	
	Check Total:	175.00			
Vendor:0171	Schiller Glass Company			Check Sequence: 124	ACH Enabled: No
8199	REPAIR GLASS DOOR RIG ROOM	51.80	08/19/2011	10-13-52600	
	Check Total:	51.80			
Vendor:5348	SECRETARY OF STATE			Check Sequence: 125	ACH Enabled: No
07112011	DRIVER LICENSE SUSPENSION	30.00	08/19/2011	10-20-80570	
	Check Total:	30.00			
Vendor:1899	Service Sanitation, Inc.			Check Sequence: 126	ACH Enabled: No
6574692	PORTABLE RESTROOM	135.01	08/19/2011	10-90-62600	
	Check Total:	135.01			
Vendor:0850	SHEMIN			Check Sequence: 127	ACH Enabled: No
770645	DAMAGE REPAIR BLOCKS (TREE)	227.03	08/19/2011	10-90-62600	
770964	BRICKS	301.58	08/19/2011	41-01-63210	
771285	BRICKS	77.60	08/19/2011	41-01-63210	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
771780	SOD STAPLES Check Total:	40.50 646.71	08/19/2011	10-90-62600	
Vendor:2103 08052011	ANDY SMOLEN REIMB FOR SUMMER HELP BBQ FOOD Check Total:	26.52 26.52	08/19/2011	Check Sequence: 128 10-90-59000	ACH Enabled: No
Vendor:4125 304555526-087/7	SPRINT MNTHLY CELL PHONE CHRGES Check Total:	4,544.51 4,544.51	08/19/2011	Check Sequence: 129 10-02-80300	ACH Enabled: No
Vendor:1825 11104-1 11104-2	SRBL ARCHITECTS FP PD ARCHITECTURAL ENGINEER SVC ARCHITECT/ENGINEER SVCS PDST Check Total:	14,850.00 44,550.00 59,400.00	08/19/2011 08/19/2011	Check Sequence: 130 54-01-50000 54-01-50000	ACH Enabled: No
Vendor:5433 411328	STAFFORDS TRANSMISSION FOR 874 Check Total:	650.00 650.00	08/19/2011	Check Sequence: 131 08-01-50020	ACH Enabled: No
Vendor:1273 10277176	Standard & Poor's Corp ANALYTICAL SRVCS FOR GO BONGS Check Total:	8,890.00 8,890.00	08/19/2011	Check Sequence: 132 54-01-56000	ACH Enabled: No
Vendor:3795 A30635-1 C66730	Standard Equipment Company INVOICE DIFFERENTIAL HORN RELAY AND SOLONOID Check Total:	0.01 130.97 130.98	08/19/2011 08/19/2011	Check Sequence: 133 08-01-50009 08-01-50009	ACH Enabled: No
Vendor:1569 11107	Sterling Codifiers, Inc. VILLAGE CODE UPDATE SUPLMNT 2 Check Total:	2,671.00 2,671.00	08/19/2011	Check Sequence: 134 10-18-51830	ACH Enabled: No
Vendor:0340 55104 55105 55106 55107 55127	Storino, Ramello & Durkin GENRL CORPORATE LEGAL MATTERS KINGS POINT GENERAL CEMENT LEGAL SVCS FOR RESURRECTION TIF LEGAL SERVICES FOR WMRA TIF ASSESSMENT APPEALS	131.25 818.86 43.75 448.20 52.90	08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 135 10-72-40100 10-72-40100 43-01-62557 12-01-62557 10-72-40100	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,494.96			
Vendor:0182	Suburban Laboratories			Check Sequence: 136	ACH Enabled: No
10188	SAMPLE TESTING	104.50	08/19/2011	34-01-62850	
10311	SAMPLE TESTING	47.50	08/19/2011	34-01-62850	
10347	SAMPLE TESTING (DRINKING WATER)	225.00	08/19/2011	34-01-62850	
10587	SAMPLE TESTING (FOR IEPA)	85.00	08/19/2011	34-01-62850	
10775	SAMPLE TESTING	110.00	08/19/2011	34-01-62850	
11016	SAMPLE TESTING	50.00	08/19/2011	34-01-62850	
	Check Total:	622.00			
Vendor:0183	SUBURBAN WELDING STEEL, LLC			Check Sequence: 137	ACH Enabled: No
47067	SHOVEL HANGERS- STREET GARAGE	186.63	08/19/2011	10-90-62590	
47101	TRUCK BEDCHIPPER BOX	3,425.58	08/19/2011	10-90-82630	
47121	LOSSEN DOG EARS ON TRUCK 204	146.00	08/19/2011	10-90-50110	
47132	WELD RINGS TO WATER TANK	546.24	08/19/2011	10-90-50110	
47313	PINS FOR CHIPPER	72.15	08/19/2011	10-90-62780	
74112	30 PCS OF 5/8" ROD	136.23	08/19/2011	10-90-62780	
	Check Total:	4,512.83			
Vendor:5462	SUN LIFE & HEALTH INS. CO.			Check Sequence: 138	ACH Enabled: No
008-1294-02 711	VOLUNTRY LIFE INSRNCE AUGUST 11	1,536.65	08/19/2011	10-52-62380	
218110	MONTHLY DISABILITY 8/2011	106.96	08/19/2011	10-52-62370	
	Check Total:	1,643.61			
Vendor:3482	SUPERIOR ROAD STRIPING, INC.			Check Sequence: 139	ACH Enabled: No
458111	PAVEMENT MARKINGS	1,733.24	08/19/2011	10-90-62600	
	Check Total:	1,733.24			
Vendor:4670	SuperValu/Albertsons			Check Sequence: 140	ACH Enabled: No
07202011	SODA POP	81.15	08/19/2011	10-01-59000	
	Check Total:	81.15			
Vendor:3075	Terminal Supply Company			Check Sequence: 141	ACH Enabled: No
59842-00	MINI LAMPS AND CABLE TIES	79.00	08/19/2011	08-01-89115	
	Check Total:	79.00			
Vendor:5603	THE BANK OF NEW YORK MELLON			Check Sequence: 142	ACH Enabled: No
252-1567571	G.O. BONDS 2003 ANNUAL ADMIN FEES	214.00	08/19/2011	44-01-45000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	214.00			
Vendor:5329 141933	THE SERVICE CENTER, LLC OXYGEN TANK REFILLS Check Total:	51.87 51.87	08/19/2011	Check Sequence: 143 10-30-62090	ACH Enabled: No
Vendor:5423 13748A 13748B 13815 13817	THIRD MILLENNIUM PROCESS OF JULY WATER BILLS PROCESS OF JULY WATER BILLS VEHICLE STICKER TRANS.1/2011-6/2011 ANNUAL SET OF STICKERS LOCKBX SRVCS Check Total:	927.97 499.67 398.25 2,544.20 4,370.09	08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 144 34-01-62857 35-01-62857 10-90-62325 10-90-62325	ACH Enabled: No
Vendor:0190 76308	Thrift 'n Swift, Inc. ARREST SUPPLEMENTAL FORMS Check Total:	143.32 143.32	08/19/2011	Check Sequence: 145 10-20-51700	ACH Enabled: No
Vendor:0995 889234	THYSSENKRUPP ELEVATOR QUARTERLY ELEVATOR MAINTENANCE Check Total:	939.26 939.26	08/19/2011	Check Sequence: 146 10-13-52600	ACH Enabled: No
Vendor:3020 DW-07112011	TIGERDIRECT.COM 2 100 PACK 52X CD-R Check Total:	63.28 63.28	08/19/2011	Check Sequence: 147 10-20-80700	ACH Enabled: No
Vendor:3694 94496	Tire Town North MICHELIN TIRES Check Total:	1,070.00 1,070.00	08/19/2011	Check Sequence: 148 10-90-50110	ACH Enabled: No
Vendor:2079 69892 70003 70004	Traffic Control & Protection SIGNS- DANGER COLLAPSING GROUND CONES ARROWBOARD Check Total:	293.59 397.20 4,246.50 4,937.29	08/19/2011 08/19/2011 08/19/2011	Check Sequence: 149 10-90-62610 10-32-62650 10-32-62650	ACH Enabled: No
Vendor:0829 1173307 1174146	TRANS CHICAGO MOTOR WHEEL FOR 211 HEAT CONTROLLER FOR 211	188.82 294.34	08/19/2011 08/19/2011	Check Sequence: 150 08-01-50035 08-01-50035	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	483.16			
Vendor:5342 123336	TRI-ANGLE SCREEN PRINT T-SHIRTS MATERIAL AND DESIGN Check Total:	168.00 168.00	08/19/2011	Check Sequence: 151 10-30-40806	ACH Enabled: No
Vendor:0673 07272011	BERNARDINO TRUJILLO REFUND FOR CITATION-WAS DISMSSED IN CRT Check Total:	250.00 250.00	08/19/2011	Check Sequence: 152 10-20-59000	ACH Enabled: No
Vendor:5594 16642 18027	UNITED LABORATORIES DEODORENT BLOCKS AND MISC MAIN GRAFFITI WIPES Check Total:	2,295.49 221.70 2,517.19	08/19/2011 08/19/2011	Check Sequence: 153 35-01-63070 34-01-69600	ACH Enabled: No
Vendor:2990 611343	V3 Consultants Ltd of Illinois FRNKLN PARK USEPA CLEANUP GRANT Check Total:	4,223.48 4,223.48	08/19/2011	Check Sequence: 154 42-01-67590	ACH Enabled: No
Vendor:3555 62175 62177 62182 62186 62188 62193 62196 62203	VCG UNIFORM POLOS AND INSIGNIAS FLAGS AND CHANGE EMBLEMS PANTS FLAGS AND ALTERATIONS FLAG AND SEW ON OWN PANTS POLOS AND INSIGNIAS POLOS PANTS AND JACKET RESPONSE POLOS LG POLO SHIRTS AND PANTS Check Total:	102.40 24.50 189.80 3.50 187.55 298.55 46.70 134.60 987.60	08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 155 10-30-40806 10-30-40806 10-30-40806 10-30-40806 10-30-40806 10-30-40806 10-30-40806 10-30-40806	ACH Enabled: No
Vendor:1379 34782 34837 34873 34911	Village Auto Body & Towing INSIDE OUTSIDE WASH INSIDE OUTSIDE WASH INSIDE OUTSIDE WASH INSIDE OUTSIDE WASH Check Total:	50.00 34.00 80.00 60.00 224.00	08/19/2011 08/19/2011 08/19/2011 08/19/2011	Check Sequence: 156 10-20-59000 10-20-59000 10-20-59000 10-20-59000	ACH Enabled: No
Vendor:1065 5633	Visu-Sewer of Illinois, LLC CULVERT ON PARKER AVENUE	3,000.00	08/19/2011	Check Sequence: 157 35-01-83191	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
5634	CLEANED 30" STRM SWR ON ADDISON Check Total:	4,400.00 7,400.00	08/19/2011	35-01-83191	
Vendor:1299 0000909757	W.S. DARLEY & COMPANY PATCH AND LETTERING Check Total:	176.50 176.50	08/19/2011	Check Sequence: 158 10-30-62180	ACH Enabled: No
Vendor:0202 227486	WATER PRODUCTS - AURORA MAGNETIC LOCATOR Check Total:	1,760.00 1,760.00	08/19/2011	Check Sequence: 159 34-01-62860	ACH Enabled: No
Vendor:0789 56130	Wernick Key & Lock Service 4 SETS OF KEYS- PD STATION 9353 BELMONT Check Total:	24.00 24.00	08/19/2011	Check Sequence: 160 54-01-59000	ACH Enabled: No
Vendor:5255 0007090-IN	WEST CENTRAL FY2011-2012 MEMBERSHIP DUES Check Total:	11,273.60 11,273.60	08/19/2011	Check Sequence: 161 10-01-60100	ACH Enabled: No
Vendor:2994 07202011	WEST SUBURBAN MAJOR CRIMES TAS WESTAF MBRSHP DUES 7111-63012 Check Total:	1,250.00 1,250.00	08/19/2011	Check Sequence: 162 10-20-60560	ACH Enabled: No
Vendor:1258 07202011	WILLIAM MORONEY DRIVERS LICENSE RENEWAL Check Total:	65.00 65.00	08/19/2011	Check Sequence: 163 10-90-59000	ACH Enabled: No
Vendor:0722 52389 52509	Winkler's Tree Service Inc. TREE TRIMMINGS 2552ERNST EMRGY STORMCLEANUP Check Total:	600.00 1,750.00 2,350.00	08/19/2011 08/19/2011	Check Sequence: 164 10-90-62600 10-90-62600	ACH Enabled: No
Vendor:0207 1260685-1 1260862-1	ZENGER'S INDUSTRIAL PARTS AND HANDTOOLS RESPIRATORS FLASHLIGHTS Check Total:	635.58 389.38 1,024.96	08/19/2011 08/19/2011	Check Sequence: 165 35-01-62070 34-01-62070	ACH Enabled: No



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1909 1261799-1	Zengers Industrial Supply DRILL, TAPE AND DRESS STICK Check Total:	365.95 365.95	08/19/2011	Check Sequence: 166 10-90-62070	ACH Enabled: No
Vendor:1449 30459088	ZEP SALES & SERVICE STREET DIVISION DEGREASER Check Total:	1,497.35 1,497.35	08/19/2011	Check Sequence: 167 10-90-50110	ACH Enabled: No
	Total for Check Run:	784,710.17			
	Total Number of Checks:	167			

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

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**RESOLUTION**

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

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**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS AUTHORIZING AN APPLICATION BY THE VILLAGE OF FRANKLIN  
PARK FOR AN ILLINOIS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
DISASTER RECOVERY “IKE” PROGRAM GRANT**

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

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

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

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS AUTHORIZING AN APPLICATION BY THE VILLAGE OF FRANKLIN  
PARK FOR AN ILLINOIS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
DISASTER RECOVERY “IKE” PROGRAM GRANT**

---

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

**WHEREAS**, the Village is applying to the State of Illinois for a CDBG-IKE Disaster Recovery Program Grant; and

**WHEREAS**, it is necessary that an application be made and agreements entered into with the State of Illinois.

**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.** That the Village of Franklin Park apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.

**Section 3.** That the Village President, Village Clerk and Community Development Director on behalf of the Village execute such documents and all other documents necessary for the carrying out of said application.

**Section 4.** That the Village President, Village Clerk and Community Development Director are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

**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 August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_ day of August 2011.

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

ATTEST:

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

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

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

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**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE SIX OF THE VILLAGE  
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(ELIMINATE HANDICAPPED RESERVED PARKING SPACES)**

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

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

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

**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE SIX OF THE VILLAGE  
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(ELIMINATE HANDICAPPED RESERVED PARKING SPACES)**

---

**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**, reserved parking space designations for handicapped persons parking are granted by the Corporate Authorities upon request of an applicant until such time as the reserved parking space is no longer necessary; and

**WHEREAS**, reserved handicapped parking spaces are required to be renewed no less than once every two (2) years, and if such application is not renewed, not requested, not returned, or if further investigation determines that the original applicant is no longer eligible for a reserved handicapped parking space, the Village Clerk shall recommend the removal of such designation 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 deleting the following stricken language and adding the underlined language to read, as follows:

<b>Street</b>	<b>Address</b>
Atlantic Street	2643
	<del>2901</del>
	3038
	3301
	3308
<del>North Atlantic</del> <u>Street</u>	2836
Birch Street	3506
Calwagner Street	2932
	<del>3027</del>
	3046
Chestnut Avenue	9216
Dora Street	3523
<del>North Dora</del> Street	3538
Edgington Street	2825
	2837
	3319
Elder Lane	<del>2634</del>
	<del>3027</del>
	<del>3035</del>
	3036
	3417
	3429
	3430
	3445
	3516
	3519
	3646
<del>North Elder Lane</del>	<del>3647</del>
Elm Street	3118
Emerson Street	3000
	3020
	3032



	3038
	3048
	3109
	3444
<del>North Emerson Street</del>	3437
Ernst Street	3033
	3210
	3233
	3322
	3528
<del>North Ernst</del>	3315
Franklin Avenue	9514
<del>Gage Street</del>	9705
George Street	2905
	3214
	3225
	3305
	3310
<del>North George Street</del>	3211
<del>Grand Avenue</del>	9817
Gustav Street	3030
	3038
	3225
	3333
	3338
<del>Gustave Street</del>	3339
Hawthorne Street	2834
	3033
	3132
	3141
	3511
	3644
King Avenue	9714
LaSalle Court	3432
Lincoln Street	2512
	2544
	3014
	3033
Louis Street	2709
	2918
	3233

	3411
	3412
	3506
	<del>3507</del>
	<del>3509</del>
	3519
<del>North</del> Louis <u>Street</u>	3421
Maple Street	2506
	<del>2607</del>
	2608
	2622
	2638
	2648
	2802
Nichols Street	9512
<del>North</del> Nona Street	2525
Oak Street	2412
	2506
	2548
	<del>2549</del>
	2554
	2558
Parklane Avenue	9115
Pearl Street	2825
	3228
	<del>3229</del>
	3324
Ruby Street	<del>2907</del>
	3105
	3111
	<del>3113</del>
	<del>3127</del>
	3129
	3336
	3346
	3420
	3528
<del>North</del> Ruby Street	3110
Sarah Street	3026
	3126
	<del>3217</del>

Schiller Boulevard	9412
	9431
	9462
	9506
	9533, unit G
	9533, unit 1
	9563
	9814
	9818
	9868
	9911
	10006
Scott Street	2844
	3524
	3633
North Scott Street	2836
Sunset Lane	<del>3029</del>
	3122
	3204
	3215
	<del>3217</del>
	<del>3231</del>
	3435
	3440
Sunset Street	2902
	3144
Washington Street	<del>2823</del>
	<del>2831</del>
	3232

*(Intentionally Left Blank)*

**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 August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of August 2011.

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

ATTEST:

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

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

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**ORDINANCE**

NUMBER 1112-VC- \_\_

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**AN ORDINANCE AMENDING CHAPTER EIGHT OF  
TITLE SEVEN OF THE VILLAGE CODE OF THE VILLAGE  
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(WATER ACCOUNTS; COLLECTION)**

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

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

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

**AN ORDINANCE AMENDING CHAPTER EIGHT OF  
TITLE SEVEN OF THE VILLAGE CODE OF THE VILLAGE  
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(WATER ACCOUNTS; COLLECTION)**

---

**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 and legislative finding 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.** Section 6 ("*Payment of Bills; Delinquencies; Collections*") of Article B ("*Service Charges*") of Chapter 8 ("*Water Systems*") of Title 7 ("*Public Works and Properties*") of the Village Code of the Village of Franklin Park, Illinois, is hereby amended by adding the underlined language to read, as follows:

**7-8B-6: PAYMENT OF BILLS; DELINQUENCIES; COLLECTIONS:**

- A. All water and sewer bills shall be payable at the office of the village comptroller within twenty one (21) days from the date of the bill. All bills paid after said twenty one (21) day period shall be subject to a penalty of ten percent (10.0%) per month of the outstanding amount due.
- B. Water service shall be terminated when any bill for metered water service is more than forty five (45) days past due. The village comptroller shall notify such consumer of the past due billing by certified mail. Ten (10) days after such notification is mailed, service shall be terminated. Where service is terminated, the consumer may obtain water service

by the payment of the past due bill, including interest and penalties, if any, plus a charge of one hundred dollars (\$100.00) for shutting off and opening of such service.

- C. Whenever a bill for water or sewer service remains unpaid for more than forty five (45) days after its due date, the village comptroller may record a lien claim for the amount due (including any penalty and interest) against the property in question. The village attorney is authorized to institute foreclosure proceedings in the name of the village against any property against which a lien has been recorded.
- D. Whenever the village comptroller or utilities director determines that a given customer's water or sewer account is in arrears, the village comptroller or utilities director is hereby authorized to enter into an agreement with such customer to avoid termination of service.
  - 1. Such agreement may create payment plans designed to allow such customer to pay over time past due amounts for service received. The village comptroller or utilities director is authorized to waive outstanding late fees and penalties accrued on such customer's account for those customers who enter into an agreement. At a minimum, such agreement must provide that all bills for future service will be paid in full on time and that the arrearage will be paid in full. Such agreement shall provide terms for the repayment of the arrearage in installments for a specified period, require a minimum good faith down payment of the outstanding balance and provide for a mechanism to enforce the collection of unpaid balances, including the recording of a lien on the property in question.
  - 2. In the event a customer fails to abide by the terms of such agreement, the outstanding balance and all late fees and penalties become due and the village comptroller or utilities director shall terminate service following the fifth day after the village posts notice of termination on the premises where service is received and the mailing of written notice of termination to such customer by certified mail at such customer's billing address.

**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.



**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of August 2011.

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

ATTEST:

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

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

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

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**AN ORDINANCE AMENDING CHAPTER ONE OF TITLE  
ELEVEN OF THE VILLAGE CODE OF THE VILLAGE OF  
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

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

**AN ORDINANCE AMENDING CHAPTER ONE OF TITLE  
ELEVEN OF THE VILLAGE CODE OF THE VILLAGE OF  
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

**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 and legislative finding 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.** Section 5 (“*Schedule D; Miscellaneous Fees for Village Services*”) of Chapter 1 (“*Fees, Rates and Charges*”) of Title 11 (“*Fees*”) of the Village Code of Franklin Park is hereby amended by adding the following new underlined language to read, as follows:

Police Department:

<u>Accident Reports</u>	
<u>Victim</u>	<u>No Charge</u>
<u>Other parties</u>	<u>\$5.00</u>
<u>Fingerprints</u>	
<u>Livescan – public safety</u>	<u>No Charge</u>
<u>Hard Copy (w/card supplied)</u>	<u>\$20.00</u>
<u>State Livescan Background</u>	<u>\$24.25</u>
<u>Federal Livescan Background</u>	<u>\$24.25</u>
<u>Non Federal Electronic</u>	
<u>(livescan in-manual return)</u>	<u>\$31.00</u>

<u>Media Reproduction</u>	
<u>Video CD/DVD, Audio CD</u>	<u>\$25.00</u>
<u>Register and Re-Register Sex Offender</u>	
<u>Fee</u>	<u>\$100.00</u>

**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 August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of August 2011.

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

ATTEST:

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

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

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**ORDINANCE**

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

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**AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT  
BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK  
COUNTY, ILLINOIS AND PAYCHEX INCORPORATED**

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

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

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

**AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT  
BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK  
COUNTY, ILLINOIS AND PAYCHEX INCORPORATED**

---

**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 their entirety.

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

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

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

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

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

*(Intentionally Left Blank)*



**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of August 2011.

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

ATTEST:

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

Exhibit A  
*Agreement*



Estimated Fee Schedule for Major Markets			
Company Name:	Village of Franklin Park	Date:	7/11/2011
Contact Name:	Ron Heller/Lisa Anthony	# Active Employees:	175
Contact Phone:	847-671-4800	Total # of screens per year (background services):	0
Sales Rep:	Mark Lindroth/Ryan Robatzek	Frequency:	Biweekly
			26

Processing Charges		Cost/Proc
<b>Paychex HR Solutions Administrative Fee:</b>		<b>\$2,895.80</b>
Average Per Employee Per Month:	\$ 35.85	
Base Fee:	\$301.55	26-50: \$17.10
1-10 Employees:	\$23.05	51-75: \$16.30
11-25 Employees:	\$17.65	76-124: \$15.70
		125-200: \$9.70
		201-275: \$8.90
		276-600: \$8.85
		601+: \$8.80

**Included in the Paychex HR Solutions ASO Fee:**

- ◆ Payroll processing services including •general ledger •direct deposit •Readychex •check signing •W2's •ReportWriter •Preview Hosting Service
- ◆ Tax and reporting services including •Taxpay •benefit time reporting •new hire reporting •workers' compensation reporting
- ◆ Garnishment administration including •calculations •electronic capture and payment
- ◆ Retirement services administration including •custom 401(k) •profit sharing design
- ◆ Benefits administration including •premium only plans •flexible spending accounts •COBRA •benefit enrollment meetings
- ◆ Human resource services including •employee assistance program •HR newsletter •state unemployment insurance •management manuals
- ◆ Handbook services including •custom handbook design •ongoing state and federal updates •Spanish translation and printing
- ◆ Human Resource representative for •job descriptions •compensation surveys •HR seminars •compliance evaluations •HR support and direction
- ◆ HRIS system for •online administration of various benefits
- ◆ Safety and loss control including •OSHA compliance consultation •custom safety manual •workplace safety consultation •ongoing safety training programs

Paychex Expense Manager	#NAME?	Monthly Fee	0	# of users	\$0.00
Delivery					\$10.55
Split Delivery	\$10.00 per extra location		0 # locations		N/A
Additional Reports	\$10.00 per report, per proc.		0 # reports		N/A
Quarter/Year End Report Delivery	\$20.68 per quarter				\$82.72

<b>Estimated Cost Per Processing**</b>	<b>-\$1,013.53</b>
<b>Total Estimated Annual Processing Cost*</b>	<b>\$1,892.82</b>
	<b>\$49,296.04</b>

Conversion Charges				
Payroll Conversion, Software Installation and Training (8 hours on-site), Paychex HR Solutions ASO One Time Setup				\$3,900.00
Paychex Expense Manager Setup Fee				\$ -
Preview Hosting Service Setup Charges				\$ -
Additional Training	\$45.00 per hour	1 # hours		N/A
Time and Attendance or Other Interface (quoted on analysis)				N/A
Sales Tax on Conversion Charges (if applicable)		Billing Address State IL		N/A
<b>Total Conversion Charges</b>				<b>\$3,900.00</b>

\* These totals do not include sales tax, if applicable.  
 \*\*Additional payrolls outside normal pay frequency will be charged normal per check fees.

Proposal valid for 60 days. Prices subject to change with advance notification. .  
 Processing fees based on estimate of active employees and/or participants. Exact amount of bill may vary based on actual numbers.

Please initial here to indicate your understanding and agreement with this proposal \_\_\_\_\_

Sales Representative: \_\_\_\_\_



0  
0  
0  
0

### Estimated Fee Schedule for Major Markets

Company Name:	Date:	7/11/2011
Contact Name:	# Active Employees:	175
Contact Phone:	Frequency:	Biweekly
Sales Rep:		26

### Processing Charges Cost/Proc

Additional Control Group Pricing:

Sub Total of Additional Control Groups:	\$	-
Sub Total of Annualized Charge:	\$	-

Proposal valid for 60 days. Prices subject to change with advance notification. .  
Processing fee's based on estimate of active employees and/or participants. Exact amount of bill may vary based on actual numbers.  
Please initial here to indicate your understanding and agreement with this proposal \_\_\_\_\_  
Sales Representative: \_\_\_\_\_

Estimated Fee Schedule		Optional Services	
Company Name:		Date: 7/11/2011	
Contact Name:		# Active Employees: 175	
Contact Phone:		Total # of employees (backorder services): 0	
Sales Rep:		Frequency: Biweekly 16	
<b>Paychex Time and Attendance</b>			
Choose Clock Model:	Ethernet-Barc	# of clocks 0	Delivery Method A-Ground
Time and Labor Online per employee		# employees	\$0.00
Time and Labor Online clock fee			\$0.00
<b>Total Estimated Annualized Charges</b>			\$0.00
Time and Labor Online Implementation Fee			\$0.00
Clock Delivery (All Clocks One Charge)			\$0.00
Battery w/charger board	0	Badge rack	0
Power over ethernet board	0	Rel relay	0
<b>Total Conversion and One Time Charges</b>			\$0.00
<b>Paychex Employee Scheduling Services - See Next Page</b>			

\* These totals do not include sales tax, if applicable.

Proposal valid for 60 days. Prices subject to change with advance notification.  
 Processing fee's based on estimate of active employees and/or participants. Exact amount of bill may vary based on actual numbers.  
 Please initial here to indicate your understanding and agreement with this proposal  
 Sales Representative:

Ethernet Barcode	Ethernet-Barc	Ethernet-Barcode			
Biometric	Biometric	Biometric			
			A-Ground		
			B-2nd Day Air- Add Ons only		
			C-Next Day Air-Add Ons only		
TLO Lease					
Time and Labor Online per employee		# employees			\$0.00
Time and Labor Online clock fee					\$0.00
<b>Total Estimated Annualized Charges</b>					\$0.00
Time and Labor Online Implementation Fee					\$0.00
Clock Delivery (All Clocks One Charge)					\$0.00
Battery w/charger board	0	Badge rack	0	Bar code badges 100/pkg	0
Power over ethernet board	0	Rel relay	0	Battery replacement	0
<b>Total Conversion and One Time Charges</b>					\$0.00
TLO Purchase					
Time and Labor Online per employee		# employees			\$0.00
Annual Maintenance Agreement					\$0.00
<b>Total Estimated Annualized Charges</b>					\$0.00
Time and Labor Online Implementation Fee					\$0.00
Clock purchase					\$0.00
Clock Delivery (All Clocks One Charge)					\$0.00
Battery w/charger board	0	Badge rack	0	Bar code badges 100/pkg	0
Power over ethernet board	0	Rel relay	0	Battery replacement	0
<b>Total Conversion and One Time Charges</b>					\$0.00
TIB					
Time In A Box Monthly Fee, First Clock		# additional clocks		Fee Per Add Clock: \$ 100.00	\$1,920.00
Time In A Box Monthly Fee, Each Additional Clock	-1			Fee Per Lic: \$ 40.00	\$40.00
Additional Software Licenses		# additional license(s)			\$0.00
<b>Total Estimated Annualized Charges</b>					\$2,000.00
Clock Delivery (All Clocks One Charge)					\$0.00
Battery w/charger board	0	Badge rack	0	Bar code badges 100/pkg	0
Power over ethernet board	0	Rel relay	0	Battery replacement	0
<b>Total One Time Charges</b>					\$0.00
<b>TIB Accessories</b>					
Badge rack		35.00			
Bar Code Badges 100/pkg		250.00			
Battery replacement		100.00			
Battery w/charger board		110.00			
Rel relay		175.00			
Power over ethernet board		250.00			

Paychex Employee Screening Services		Select One	Price	Price
Paychex Employee Screening Services	Site Inspection Fee: # of Sites Receiving Results (\$99 per site)	Setup Fee	\$0	\$ -
		1	0	\$ -
<b>Criminal Database:</b> Social Security Number Trace, SSN Validation, National Criminal DB (Verified) (a)		<input checked="" type="radio"/>	FALSE	\$ -
<b>Basic Criminal:</b> SSN Validation, National Criminal DB (Verified) (a), 7 Yr Current County of Residence (a)		<input type="radio"/>		
<b>All County Criminal:</b> Social Security Trace, SSN Validation, 7 Year Criminal - All Counties of Residence (a)		<input type="radio"/>		
<b>Best Practice Criminal:</b> Social Security Trace, SSN Validation, National Criminal DB (Verified) (a), 7 Year all County (a)		<input type="radio"/>		
<b>Comprehensive Criminal:</b> Same as Best Practice Plus Education (highest degree) (b), Employment (up to 3) (b)		<input type="radio"/>		
<b>Healthcare:</b> Social Security Trace, SSN Validation, 7 Year Criminal - All Counties (a), Healthcare Sanctions, National Sex Offender		<input type="radio"/>		
<b>A La Carte</b>		<input type="radio"/>		
Maximum Number of Screens Per Year (Can not exceed 480 if ordering packages)			N/A	N/A
Total Setup Fee			FALSE	\$ -
Total Annualized				\$ -

Transactional/Alphabetical Items	Price	Unit
County Civil Upper & Lower – per county (a)	\$ 14.00	per county
County Criminal Package - 7 years, all counties of residence (a)	\$ 38.50	per screen
Credit - per applicant	\$ 6.50	per report
Criminal Felony & Misdemeanor - Single County (a)	\$ 16.00	per county
Education Report - per institution (b)	\$ 10.00	per institution
Employment Report - per employer (b)	\$ 10.00	per employer
Federal Civil – per district (a)	\$ 11.00	per district
Federal Criminal - per district (a)	\$ 9.00	per district
Federal Criminal Package (a)	\$ 33.50	per screen
Global Sanctions & Enforcement Check	\$ 14.00	per request
GSA	\$ 3.75	per name
Healthcare Sanctions Check – Federal and all states (FACTIS Level 3)	\$ 10.00	per name
MVR Report - per state (c)	\$ 4.75	per state
National Criminal Database Search (Verified) (a)	\$ 12.00	per name
National Sex Offender Search	\$ 10.00	per name
Office of Inspector General's Exclusion List Check (OIG)	\$ 4.00	per name
Professional Licenses Report - per license	\$ 10.00	per license
Professional Reference Check Report - (Qty 1 Reference) - (Standard 6 questions)	\$ 10.00	per reference
Prohibited Parties	\$ 6.00	per name
SSN Trace - per applicant	\$ 3.75	per SSN
SSN Validation	\$ 2.75	per SSN
State Criminal Package (a)	\$ 43.50	per screen
Statewide Criminal Search - per state (a)	\$ 25.00	per state
I-9 Employment Eligibility	\$ 5.00	per SSN

Packages Offered as Transactional	Price	Unit
<b>Criminal Database:</b> Social Security Number Trace, SSN Validation, National Criminal DB (Verified) (a)	\$ 18.50	per applicant
<b>Basic Criminal:</b> SSN Validation, National Criminal DB (Verified) (a), 7 Yr Current County of Residence (a)	\$ 30.75	per applicant
<b>All County Criminal:</b> Social Security Trace, SSN Validation, 7 Year Criminal - All Counties of Residence (a)	\$ 45.00	per applicant
<b>Best Practice Criminal:</b> Social Security Trace, SSN Validation, National Criminal DB (Verified) (a), 7 Year all County (a)	\$ 57.00	per applicant
<b>Comprehensive Criminal:</b> Same as Best Practice Plus Education (highest degree) (b), Employment (up to 3) (b)	\$ 97.00	per applicant
<b>Healthcare:</b> Social Security Trace, SSN Validation, 7 Year Criminal - All Counties (a), Healthcare Sanctions, National Sex Offender	\$ 65.00	per applicant

Transactional/Options	Price	Unit
In-network - Urine Drug Testing - Standard 5 Panel - per applicant – MRO on all non-negatives*(d)	\$ 30.00	per screen
In-network - Urine Drug Testing – Standard 10 Panel – per applicant – MRO on all non-negatives*(d)	\$ 34.00	per screen
Out-of-network - Urine Drug Testing – Service Fee – per applicant (In addition to fee above)	\$ 15.00	per screen

(a) Fees levied by Federal, State, County and other governmental agencies for searches undertaken are included in the pricing except for NY county and state fees, which will be passed through in addition to the fees listed. Additional criminal searches including counties added by Paychex Clients outside of those found by the social trace, including aliases and maiden names will be billed at a la Carte rates.

(b) Fees levied by educational institutions and/or employers and those who have retained third party vendors to respond to requests for verifications of education and employment are included in the pricing.

(c) Fees levied by certain states for motor vehicle records will be passed through to Paychex Clients in addition to the fees charged by HireRight. Pennsylvania & New Hampshire charge additional fees for overnight shipping of requests and results. These states do not accept requests via phone email or fax, such that HireRight must submit requests in writing.

(d) Charges incurred for using One-to-One Setups, Emergency Services, Unclaimed Physicals, and Unclaimed Drug Tests and related service fees will be passed through to client in addition to the fees listed.

\* Price for services performed at LabCorp PSC. Any collection outside of a LabCorp PSC will incur an additional fee.

† Non-negative results include: positive, adulterated, negative dilute, positive dilute, substituted and invalid result.

Please initial here to indicate your understanding and agreement with this proposal \_\_\_\_\_

**Step 1: Read and complete this form.**

**Paychex HR Solutions for Major Markets Agreement – Administrative Service Organization Option**

Company Name \_\_\_\_\_

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

1. **Term of the Agreement.** This Paychex HR Solutions for Major Markets Agreement – Administrative Service Organization Option (“Agreement”) is entered into between Paychex, Inc. (“Paychex”), located in Rochester, New York and the Company identified above (“Client”). The Agreement will continue until terminated in accordance with its provisions.
2. **Service Effective Date.** Paychex will not commence any particular service until Paychex receives all documents necessary to begin the service and notifies Client of the date Paychex will commence the service (“Service Effective Date”). Client acknowledges that each service may have separate Service Effective Dates. Until the Service Effective Date, Client will provide for itself the Service requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date.
3. **Services to be Performed.** Paychex will provide the services set forth in this Agreement (“Services”). Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor will Paychex be deemed a fiduciary of Client or the employer or joint employer of Client’s employees. Paychex will not be responsible for Client’s compliance with, nor will it provide legal or other financial advice to Client, with respect to federal, state, or local statutes, regulations, or ordinances, including, but not limited to, the Fair Labor Standards Act or any state equivalent. Client agrees to comply with any and all applicable federal, state, and local laws or ordinances.
4. **Client Contacts.** Client will designate payroll contacts that will provide Paychex with information and directives necessary for Paychex to perform the Services (collectively “Client Information”). Client is responsible for the accuracy of Client Information provided by payroll contacts and/or Client.
5. **Client Information.** Client will execute and/or provide all documentation that Paychex requires to perform its responsibilities under the Agreement including, where necessary, taking all corporate action. Client acknowledges that Paychex may be required to obtain documents necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. Client will provide Paychex with all necessary Client Information pertaining to Client’s employees at least two banking days prior to payroll check date. Client acknowledges that Client is responsible for any delayed remittance of wages, taxes, garnishments, and additional processing Fees incurred as a result of its failure to provide Client Information timely. Paychex shall not be required to obtain authorization from Client to act on Client Information.
6. **Reliance on Client Information.** Paychex will not be responsible for errors that result from Paychex’ reliance on Client Information.
7. **Review Reports.** Client will review all reports and documents provided or made available by Paychex and inform Paychex of any inaccuracies within three (3) business days of receipt or availability.
8. **Remit Reimbursement Amounts.** Client agrees to remit funds to Paychex representing the amount due to pay Client’s employees, remit taxes, or pay garnishments (“Reimbursement Amounts”) through an EFT, or such other payment method as required by Paychex.
9. **Payment of Fees.** Client will pay all fees, including but not limited to fees for all Paychex Services each pay period and the setup fees (collectively “Fees”) through an Electronic Funds Transfer (EFT) or such other method as required by Paychex when due. Minimum monthly Fees are due in the event Client fails to process a payroll or whose payroll fails to meet the minimum monthly charge during the month. Fees include minimum monthly, insufficient funds, and premium processing fees. Paychex’ Fees are subject to change upon thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client, and Client waives any right to interest that may accrue on any amounts, including but not limited to, Reimbursement Amounts, Fees, and security deposits received by Paychex.
10. **Electronic Funds Transfer.** If Paychex requires payment of Fees or Reimbursement Amounts (collectively “Amounts Due”) through an EFT, Client (i) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client’s bank account; (ii) agrees that the funds representing the Amounts Due will be on deposit in Client’s bank account in collectible form and in sufficient amount on the day Paychex’ EFT is to be presented (“Funding Deadline”); and (iii) authorizes Paychex to collect all Amounts Due from Client’s bank account on the Funding Deadline. All EFTs are performed in compliance with the National Automated Clearing House Association operating rules (“NACHA”). Client agrees (i) to follow NACHA as they are amended from time to time and assumes the responsibilities of an initiator of EFTs; (ii) that it will not initiate any EFT that violates any law; and (iii) that Paychex may identify Client to banks involved in the EFT. Client further agrees that it will notify Paychex, pursuant to applicable NACHA and federal regulations, if funding for Client’s payroll is received from a foreign financial agency and of any employees with non-US addresses.
11. **Payment by Wire Transfer or Other Method.** If Paychex requires payment of Amounts Due by a wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the Funding Deadline.

Additional Terms and Conditions pages 2-7.

Client understands that this Agreement (Rev. 6/10) may be considered an application for credit and hereby authorizes Paychex to investigate the credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively “Client’s Credit”). Paychex’ performance of the Services under this Agreement is subject to approval of Client’s Credit. Client warrants that it possesses full power and authority to enter into this Agreement, and has read and agrees to the terms and conditions set forth in sections 1-26 of this Agreement.

Authorized Officer’s Name \_\_\_\_\_ Title \_\_\_\_\_  
PRINT

Authorized Officer’s Signature \_\_\_\_\_ Date \_\_\_\_\_

#### Additional Terms and Conditions

12. **Insufficient or Nonconfirmed Funds.** If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect Amounts Due, including, but not limited to, reissuance of the EFT and assessing insufficient funds Fees. Client acknowledges that Client is responsible for any delay in remittance of wages, garnishments, or taxes if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.
13. **Software Licenses.** Client has received, or may receive, certain computer software related to Services selected by Client, including, but not limited to, Paychex HR Online Software and Paychex Time and Labor Online Software (collectively "Software"). Client agrees that in the event that it does not accept all of the terms and conditions of any and all Paychex Software, and/or third-party Software, and any and all applicable license agreements provided to Client now or in the future, that Paychex will not be obligated to perform Services dependent upon the Software.
14. **Client's Default.** In the event of a Client default, Paychex may, at its sole option, terminate the Agreement, or a portion thereof, without notice and declare all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all advances or overpayments made by Paychex and to pay interest on the advances at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due, including, but not limited to, attorneys' fees (including in-house counsel), court and arbitration costs.
15. **Refund/Adjustment/Overpayment.** Client agrees that Paychex may apply any balances it is holding for Client to Amounts Due owed to Paychex or its affiliates. In the event Paychex remits an overpayment of payroll taxes, Paychex may, at its sole discretion, advance funds to Client. In the event Paychex advances overpayment funds to Client, Client agrees that it will reimburse Paychex for the overpayment within the sooner of five (5) days of (i) receiving the overpayment amount from the taxing authority; or (ii) being notified that the overpayment amount would be applied to an outstanding tax liability of Client; or (iii) the Agreement being terminated by either party.
16. **Termination.** Except as otherwise provided, either party may terminate the Agreement upon thirty (30) days prior written notice. Paychex may immediately terminate the Agreement, or a portion thereof, if: (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) Paychex, in its sole discretion, determines that a material adverse change has occurred in the financial condition of Client; (iii) Client fails to have sufficient funds on the Funding Deadline; or (iv) Paychex determines, in its sole discretion, that any federal, state, or local legislation, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement will not relieve Client of any obligations set forth herein, including, but not limited to, its payment obligations.
- In the event that Client terminates the Agreement prior to running its second payroll pursuant to the Agreement, Client agrees that it will pay the setup fee due for each service that it retains. Paychex will credit the total amount of setup fees received pursuant to this Agreement to the setup fees due for each service Client wishes to retain. Client agrees that it may be required to execute a new service agreement for each service it retains prior to termination of this Agreement to avoid an interruption in service.
17. **Limit of Liability.** Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement will be: (i) for Paychex to remit to the appropriate payee the funds received from Client; and/or (ii) for Paychex to reimburse Client or its employees for any interest or penalties assessed by taxing authorities as a direct result of Paychex' breach of the Agreement. Paychex can only be held liable for breach of the Agreement and will not be held liable for (i) any negligent act or omission by Paychex; (ii) the negligence of any other person or entity, including, but not limited to, Client and its employees or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (iii) any loss, claim, or expense arising from any information provided or modified by Client, including, but not limited to, any Client forms, handbooks, manuals, and job descriptions; or (iv) Client's breach of NACHA. Paychex will, under no circumstances, be liable for any special, indirect, incidental, or consequential or punitive damages, including lost profits incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.
18. **Indemnification.** Client will indemnify, defend, and hold Paychex and its respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client Default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of Software; (iii) Client's breach of NACHA; or (iv) Client's breach of any warranty set forth in the Agreement.
19. **Copyright.** Paychex owns all rights, title, and interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights in the Software and any changes, modifications, or corrections to the Software. If Client is ever held or deemed to be the owner of any copyright rights in the Software or any changes, modifications, or corrections to the Software, Client hereby irrevocably assigns to Paychex all such rights, title, and interest. Client agrees to execute all documents necessary to implement and confirm the letter and intent of this Section. Client warrants to Paychex that it (i) has title or is authorized to use any symbol, logo, or mark uploaded by Client or Client's agents or printed on Client's handbooks and checks (collectively "Client Material"); and (ii) has full right and authority to use Client Material, and such use does not violate any other party's rights.
20. **Confidentiality of Software.** Client acknowledges that the Software contains valuable trade secrets and confidential information owned by Paychex or third parties (collectively "Confidential Information"). Client agrees that Client, its employees, and its agents will not, directly or indirectly, (i) sell, lease, assign, sublicense, or otherwise transfer; (ii) duplicate, reproduce, or copy; (iii) disclose, divulge, or otherwise make available to any third party; (iv) use, except as authorized by this Agreement; or (v) decompile, disassemble, or otherwise analyze for reverse engineering purposes the Software or Confidential Information. Client will take appropriate action with Client's employees and agents to satisfy its obligations under this Agreement with respect to the use, protection, and security of Confidential Information. Client will notify Paychex immediately of any unauthorized use or disclosure of Confidential Information and will cooperate in remedying such unauthorized use or disclosure.
21. **Client Confidential Information.** "Client Confidential Information" will mean the name, social security number, date of birth, address, bank, and/or wage information of Client and Client's employees provided to Paychex by Client. Paychex will use reasonable care to prevent the disclosure of such Client Confidential Information to any unauthorized person or entity. Paychex may disclose Client



Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to: (i) perform or offer Services; (ii) offer additional products or services; (iii) perform analysis to determine Client's qualification to receive future services; and (iv) collect Amounts Due and may disclose Client's payment experiences with Paychex to credit reporting agencies and supply vendor references on Client's behalf. Paychex may also disclose Client Confidential Information (i) to its attorneys, accountants, and auditors; and (ii) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The obligations set forth in this section will not apply to any Client Confidential Information that: (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; or (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure.

22. **Governing Law and Arbitration.** The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). Except as provided herein, any dispute arising out of, or in connection with, the Agreement will be determined only by binding arbitration in Rochester, New York, in accordance with the commercial rules of the American Arbitration Association. Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising under the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. The parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each party must only bring claims against each other in their individual capacity. The parties agree that the prevailing party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either party to the Agreement. Paychex may, in its sole discretion, commence an action in any court of competent jurisdiction within the County of Monroe, State of New York, for any monies due and owing from Client to Paychex. Client waives any jurisdictional defenses and submits to the exclusive jurisdiction of the New York courts.
23. **Assignability.** Neither party may assign the Agreement to any third parties, other than successors, without the prior written consent of the other party. Any assignment made without such consent will be null and void.
24. **Signature.** The parties agree that Client's signature on this Agreement may be transmitted to Paychex electronically or by facsimile. The parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.
25. **Miscellaneous.** The Agreement, along with any exhibits, addendums, schedules, and amendments, contains the entire understanding of the parties and supersedes all previous understandings and agreements between the parties for the Services provided, whether oral or written.

Neither party will be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the party's reasonable control. Client acknowledges that there have been no representations or warranties made by Paychex or Client that are not set forth in the Agreement. Paychex may modify any term of the Agreement upon thirty (30) days written notice to Client of such change and the effective date thereof. Client will be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change and pursuant to the Termination provisions. If any provision of the Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not in any way be affected or impaired. Sections 3-25 will survive the termination of the Agreement.

## 26. Product Terms and Conditions

**Payroll Services.** Paychex will process Client's payroll based solely on Client Information provided by Client, prepare payroll checks drawn on Client's bank account or as otherwise directed by Client in this Agreement, prepare payroll reports for each payroll processed by Client, and provide the payroll reports, checks, and/or payroll check stubs to Client for review and distribution. Paychex will prepare payroll tax returns for taxes identified on the Payroll Cover Letter and deliver to Client for the Client to review, sign, and file. Paychex will not be responsible for the remittance of payroll taxes or other taxes, or for the filing of tax returns for Clients who select not to receive the Taxpay<sup>®</sup> service.

**Taxpay<sup>®</sup>.** On or before Client's check date, Paychex will (i) process EFT transactions for such amounts as are necessary to pay the payroll taxes that are specifically identified on the Payroll Cover Letter; (ii) hold such amounts in a separate Paychex account until such time as these amounts are due to the appropriate taxing authorities; and (iii) prepare, sign, and file with proper taxing authorities all returns for such taxes on an ongoing basis. Paychex is not responsible for the payment of taxes or the filing of returns prior to the Taxpay Service Effective Date, or for payroll taxes that Paychex did not collect from Client.

**State Unemployment Insurance Service (SUIS).** Paychex will provide the following services relating to unemployment insurance: claim and appeal processing, pre-hearing preparation, analytical review of voluntary contributions, and charge statement balancing. Client agrees to complete applicable Power of Attorney and Record of Address forms where needed. Client can request and authorize Paychex to appear and represent Client by telephone at any unemployment insurance hearing for a specified employee ("SUI Representation Service"), provided the state in which the hearing is being held will allow such representation. The SUI Representation Service will be performed only for any unemployment insurance hearing regarding the specified employee. By representing Client at any unemployment insurance hearing for the specified employee, Paychex is not acting as Client's attorney nor will Paychex provide Client legal advice. Paychex does not guarantee the outcome of the hearing. Paychex expressly reserves the right to decline the Client's request to represent Client at the unemployment insurance hearing. Client expressly agrees that the SUI Representation Service will be performed pursuant, and subject to, the terms of the Agreement.

**Premium Only Plan (POP).** Paychex will act as Plan Service Provider for Client's POP. Paychex will provide Client with the following Plan installation documentation: (i) Basic Plan Document; (ii) Adoption Agreement; and (iii) Summary Plan Description. Client acknowledges that Client is responsible for (i) reviewing and signing the Adoption Agreement setting forth the terms and conditions of the

Plan; and (ii) distributing the Summary Plan Description to Plan participants. Paychex will perform the calculations for the Key Employee Concentration Test. Client is solely responsible for all other testing. If Client has a Health Savings Account (HSA), the pretax salary reductions for Client's HSA will not be incorporated into the compliance testing results. Client will be solely responsible for any aggregate testing. Client acknowledges that if the Plan fails the testing as outlined above, the Client is responsible for correcting the failure and bringing the Plan into compliance with the applicable requirements as defined in section 125 of the Internal Revenue Code.

**Flexible Spending Account (FSA).**

- a. **Plan Documents.** Paychex will act as Plan Service Provider for Client's FSA Plan. Paychex will provide Client with the following Plan installation documentation: (i) Basic Plan Document; (ii) Adoption Agreement; and (iii) Summary Plan Description. Client acknowledges that Client is responsible for (i) reviewing and signing the Adoption Agreement setting forth the terms and conditions of the Plan; and (ii) distributing the Summary Plan Description to Plan participants.
- b. **Compliance Testing.** Paychex will perform the calculations for the Key Employee Concentration Test, Average Benefits Test, and Owner's Test (if applicable). If Client has a HSA, the pretax salary reductions for Client's HSA will not be incorporated into the compliance testing results. Client will be solely responsible for any aggregate testing. Client acknowledges that if the Plan fails the testing as outlined above, the Client is responsible for correcting the failure and bringing the Plan into compliance with the applicable requirements as defined in section 125 of the Internal Revenue Code.
- c. **Claim Reimbursement.** Paychex will review participant General Purpose FSA claims for reimbursement pursuant to the Plan. In the event that Client has an HSA, the FSA shall be considered a Limited Purpose FSA and participants are restricted to submitting claims to the Limited Purpose FSA as authorized under the then current Internal Revenue Code. Paychex shall not review claims submitted by participants to the Limited Purpose FSA to determine whether the submitted claim is an authorized reimbursement under a Limited Purpose FSA or whether the claim should have been submitted through the HSA. The participant is solely responsible for maintaining their eligibility under the HSA.
- d. **Direct Deposit for FSA Reimbursement.** Paychex will provide direct deposit capability for FSA reimbursements for Client's employees. If Client's employees use direct deposit for FSA reimbursements, Paychex will process EFTs, or such other payment methods as Paychex may require, for such amounts as are necessary to reimburse Client's employees for FSA claims. All debited amounts are held in an account established by Paychex for approximately three (3) business days until funds are deposited to employees' accounts as specified by each employee. Any credit or interest earned on said funds will be applied to administrative costs of Paychex.
- e. **FSA Debit Card.** Paychex will provide Client access to a stored value processing system provided by a third party vendor. Client's employees who elect to utilize the Paychex FSA Debit Card ("FSA Debit Card Users") will have access to their flexible spending accounts in accordance with a cardholder agreement executed by the FSA Debit Card User with the third party vendor. Client authorizes Paychex to provide to its agents and subcontractors information pertaining to Client and Client's employees who elect to utilize the FSA Debit Card as is necessary to provide the FSA Debit Card Service. The FSA Debit Card may only be used at specified locations and for

certain services or items. FSA Debit Card Users will be required to provide Paychex with back up documentation. In the event that Client's employees fail to provide substantiation of their claim, or if an expense is ineligible, Client will be solely responsible for recouping from its employees any money used for these expenses. Paychex will process EFT transactions from Client's designated bank account for such amounts as are necessary to pay Client's employees for authorized items purchased using their FSA Debit Card. Client will provide Paychex with information pertaining to co-pays, if any, that its employees pay. Upon receipt of co-pay information, Paychex may adjudicate claims that match the co-pays without requiring additional paperwork in most instances, based solely on merchant terminal coding. Client will update co-pay information in the event it changes. Client will provide Paychex with the company's plan information.

- f. **FSA Plan Conversion Services.** In the event Client is converting from its current Plan Documents ("Current Plan") to Plan Documents provided by Paychex ("Conversion Client"), the Service Effective Date may be no earlier than the date the current Plan is restated to the Plan Documents provided by Paychex. Client acknowledges that Paychex has no recordkeeping or third-party administrative responsibilities, express or implied, for the Client's Plan until the Service Effective Date. Paychex does not warranty or guarantee that any of the features in the Current Plan's plan documents are included in the Plan Documents provided by Paychex. Client shall be solely responsible for verifying that its Current Plan's benefits, rights, and features are included in the Plan Documents provided by Paychex. If Client determines that certain benefits, rights, or features in its Current Plan are not available in the Plan Documents provided by Paychex, Client is solely responsible for (i) explaining such differences to its Participants; and (ii) correcting any Plan Document or operational failures that arose prior to or directly as the result of the Current Plan's restatement. Client will be responsible for ensuring the prior recordkeeper provides Paychex with all of the required account balance history and related information. Client shall provide all required information for completing the conversion process to set up the Plan in a form and manner acceptable to Paychex. Client authorizes Paychex to use the required information to set up the Plan and is directed to rely on the information to review and reimburse claims submitted during the remainder of the Plan Year in which Client becomes a Conversion Client and grace period if applicable.

**Direct Deposit.** Paychex will process EFT transactions, one or more banking days prior to Client's check date, for such amounts as are necessary to pay Client's employees. Such amounts are to be held in an account established by Paychex until Client's check date, when funds will be deposited to employee accounts as specified. Certain accounts may have restrictions on deposits and withdrawals. Paychex is not responsible for determining whether an account is suitable for direct deposit of requested EFT transactions.

**Readychex<sup>®</sup>.** Paychex will (i) process EFT transactions, one or more banking days prior to Client's check date, for such amounts as are necessary to pay Client's employees; (ii) hold such amounts in an account established by Paychex until Client's check date; and (iii) draw checks payable to Client's employees on Client's check date and provide those checks to Client. Client will distribute checks on check date or thereafter. Checks distributed to employees before check date will not be honored and it will be Client's responsibility to pay the employees. If Client's employee fails to present a check for payment within six (6) months of check date ("Stale Check"), Paychex will

refund the amount debited for the Stale Check back to Client minus any balances owed by Client and charge a fee for the transfer of the Stale Check funds back to Client. Client will be solely responsible for remitting to its employee, or former employee, any amounts due and following any state unclaimed property laws in regards to outstanding employee funds. In the event that a Readycheck check is lost, stolen, destroyed, or otherwise not able to be cashed ("Voidable Readycheck"), Client agrees to notify Paychex immediately and request the check to be voided. Client agrees to return any Voidable Readycheck checks for which a refund has been requested or issued if it should be ultimately found or discovered. If the voided check is cashed, negotiated, or otherwise presented for payment, and the financial institution that the Readycheck check is drawn upon requires a lost/stolen check affidavit, Client agrees that Client is responsible for producing the affidavit.

**Check Signing.** In lieu of Readycheck, Paychex will use Client's signature to create a computer-generated facsimile that will display on each of Client's payroll checks each payday and to place Client's logo on the checks if Client so directs. Client warrants that Client is the owner of any logo it authorizes Paychex to use, has full right and authority to use it on its payroll checks, and that such use does not violate any other party's rights.

**Garnishment Payment Service.** Paychex will process EFT transactions, one banking day prior to Client's check date, for Client's employees' garnished wages as are necessary to remit to the appropriate entities. Client will provide Paychex with a garnishment order for each employee for whom wages are to be garnished. Paychex will hold garnished wages in a separate account established by Paychex until such time as the amounts are due. Client remains solely responsible for the correct calculation of the amount to garnish from its employees' wages.

**New Hire Reporting.** Paychex will report new employee information that is mandated by federal and state regulations.

**Paychex® Employee Management Services.**

- a. **Handbook Policies.** Paychex will: (i) provide Client access to its standard handbook policies ("Handbook Policies"); (ii) provide semiannual updates to Client at Client's request ("Handbook Policy Updates"); (iii) modify Handbook Policies or add policies to the Client handbook as requested by Client (collectively "Additional Handbook Policies"); and (iv) provide Client an agreed upon number of Client handbooks containing the specific Handbook Policies and Additional Handbook Policies requested by Client.
- b. **Review and Update of Handbook Policies.** Paychex updates its standard Handbook Policies semiannually based on a review of applicable federal and state statutes and regulations then in effect.
- c. **Additional Handbook Policies.** Paychex will not review Additional Handbook Policies or any policies that Client requested be translated (collectively "Non-Reviewable Policies") for compliance with applicable federal and state statutes and regulations then in effect. Paychex will not support the Non-Reviewable Policies with its ongoing semiannual reviews or resulting Handbook Policy Updates. Client is solely responsible for ensuring that the Non-Reviewable Policies are in compliance with applicable laws.
- d. **Ownership of Handbook Policies.** Paychex owns all rights, title, and interest, including all intellectual property rights in the Handbook Policies and Handbook Policy Updates. Paychex will not seek to register copyright rights in the Additional Handbook Policies. If Client is ever held or deemed to be the

owner of any copyright rights in the Handbook Policies and Handbook Policy Updates, Client irrevocably assigns to Paychex all such rights, title, and interest. Client will execute all documents necessary to implement and confirm the letter and intent of this section. Paychex grants to Client a limited, non-exclusive license to make a derivative work of the Handbook Policies for the Client's internal use only. In the event Client makes a derivative Client handbook, the copyright notice will remain in the name of Paychex. The limited license to prepare a derivative work does not include the license or authority to sell or otherwise distribute the Client handbook or any derivative work to any third party.

- e. **Use of Client Logo and Preparation of Derivative Work.** If Client authorizes Paychex to print Client's logo on the Client handbook or Client prepares a derivative work of the handbook, Client warrants and represents to Paychex that Client is the owner or licensee of the logo and/or Additional Handbook Policies, has full right and authority to use the logo and/or Additional Handbook Policies, and that such use does not violate any other party's rights. Client will indemnify, defend, and hold Paychex harmless from and against any and all claims and damages (including attorneys' fees) arising from its breach of its warranty.

**COBRA Administration.** Paychex will perform certain federal COBRA and state continuation administrative functions for medical, dental, vision, or prescription drug coverage plans ("Eligible Plans") on Client's behalf ("COBRA Administration"). Client will notify Paychex when an employee is (i) no longer on its payroll; (ii) terminated from coverage under the Eligible Plan; or (iii) receiving a reduced level of health care coverage under the Eligible Plan; and Client will identify Eligible Plans of the employee to Paychex (collectively "Required Notifications"). Paychex will assist Client in determining if a matter is a qualifying event once Client provides Paychex with the Required Notifications and will begin COBRA Administration on Client's behalf, if required. If the qualified beneficiary subsequently elects COBRA coverage, Client will be solely responsible for submitting the premium for the qualified beneficiary directly to the Eligible Plan insurance carrier. The qualified beneficiary will be required to pay the monthly premium directly to Paychex and Paychex will reimburse Client the premium collected from the qualified beneficiary less an administrative Fee. Paychex receives bank credits and/or earnings ("Earnings") from the premiums received. The amount of Earnings received by Paychex will fluctuate based on the average monthly balance of the premiums multiplied by the thirty (30)-day British London Interbank Offered Rate minus forty (40) basis points. Client acknowledges that Paychex may retain such Earnings as additional compensation for COBRA Administration under this Agreement. In the absence of Earnings, Client acknowledges that the other Fees paid to Paychex under this Agreement would be greater.

**Paychex® Employee Screening Services.** Client acknowledges that, for an additional Fee, the Paychex Employee Screening Services are performed by a third party vendor of Paychex. Client agrees to remit payment directly to Paychex. Client will be eligible for such program so long as Client: (i) remains a Client of Paychex; (ii) complies with the terms of this Agreement; and (iii) executes and complies with the terms of any agreement the third party vendor shall require.

**Safety Service.** As requested by Client, Paychex will conduct a safety interview with Client and obtain a description of Client's operations. Based on the information provided by Client, Paychex will assist Client in identifying general safety hazards and applicable OSHA standards and assist Client in the development of written safety plans

and corresponding safety training. Paychex will consult with Client to promote a safe work environment. Client will report to Paychex any changes to its operations that will change its safety hazards, applicable OSHA standards, or written safety plans. As required by OSHA, Client is ultimately responsible for the work-related health and safety of its employees. Client will remain solely responsible for compliance with all federal, state, and local laws regulating employee safety and health issues and any citations, penalties, or costs associated with noncompliance.

**Employee Assistance Program.** Paychex will, through a third party, provide limited pre-paid counseling, benefit awareness, critical incident stress debriefing, and legal referral to Client's employees.

**Human Resource Services.** Paychex will provide human resource support that may include assistance with the prevention and resolution of human resource issues and management training. Paychex is not engaged in rendering legal advice. Client is ultimately responsible for compliance with all federal, state, and local employment laws and any citations, penalties, or costs associated with noncompliance. Client acknowledges that Paychex is not providing legal advice, and to the extent that legal advice is required, Client should consult with an attorney.

**Paychex<sup>®</sup> HR Online.** Paychex will provide Paychex HR Online, an Internet-based human resource information system, and Paychex eServices Update Agent, a PC based software program that enables the transfer of information between Paychex eServices products and Paychex' Preview payroll software. Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("HR Online License") to use all computer programs and related documentation (collectively "Paychex HR Online Software") from the Web server location of Paychex' choice. Client agrees and acknowledges that the Paychex HR Online Software and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's employees. Client further authorizes Paychex to access Client's HR Online account to perform administrative functions as necessary to provide this service.

**Preview<sup>®</sup> Hosting Service.** Paychex will provide a hosting environment for Client to access the Paychex Preview software application ("Preview") through the Internet using a third party application as an alternative to installing Preview on Client's computer. Upon termination of the Preview Hosting Service or the Agreement, (i) Paychex will provide Client a copy of Client's payroll data stored in the hosted environment and a copy of the then current Preview software; and (ii) Client will continue to have access to Preview and Client's payroll data for fourteen (14) days. Use of Preview following termination will be subject to the then current Preview software licensing agreement.

**Paychex Time and Labor Online (TLO).** For an additional Fee, Paychex will provide Paychex Time and Labor Online services, an Internet-based time and attendance system used for collecting time and earnings for import into payroll software. Paychex may require access to Client's computer systems and or Client's TLO account to assist in configuration, provide ongoing support, and perform administrative functions necessary to provide the service and Client consents to and authorizes such access.

a. **TLO License and Software.** Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("TLO License") to use all computer programs and related documentation (collectively "TLO Software") from the Web server location chosen by Paychex. Client may only use the TLO Software in accordance with the terms of this Agreement. Access to the TLO Software will end upon termination of this Agreement, and

Client agrees that all TLO Software rights remain the sole and exclusive property of Paychex.

b. **TLO Leased Equipment.** In the event that Client leases Time Clocks and/or other equipment from Paychex ("Leased Equipment") Client agrees that (i) Leased Equipment is the sole and exclusive property of Paychex; (ii) Client has no right, title, or interest in any Leased Equipment except as stated in this Agreement, (iii) Client cannot transfer, sell, or in any way encumber Leased Equipment; (iv) Leased Equipment is not a fixture, and (v) Client will not allow any other party to file any lien or security interest on Leased Equipment. Upon demand by Paychex, Client agrees to deliver to Paychex any and all documents to protect or record Paychex' interest in Leased Equipment. If permitted by applicable law, Paychex may file any such documents or instruments signed only by Paychex.

Client agrees (i) not to damage the Leased Equipment and, (ii) to return to Paychex all Leased Equipment in its original condition, normal wear and tear excepted, within ten (10) business days of termination of this Agreement. If Client fails to return the Leased Equipment in the time required, or damages the Leased Equipment beyond normal wear and tear, Client will be charged a Fee equivalent to the current retail price.

c. **Fees.** Client agrees to make Fee payments for (i) the TLO services; and (ii) any Leased Equipment. The Fee for the Leased Equipment includes support and maintenance services.

d. **Compliance with applicable law.** Client agrees that it shall be solely responsible for compliance with all applicable laws in connection with the use of TLO (TLO services, TLO Software, and any Leased Equipment or equipment purchased from Paychex) including, without limitation, state and federal wage and hour laws and laws relating to collection, storage and use of biometric information. Client agrees that the TLO services and TLO Software are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's employees.

**Paychex<sup>®</sup> Expense Manager.** For an additional Fee, Paychex will provide Client with a hosted employee expense reimbursement system which allows Client to manage the reimbursement of employee expenses. Paychex may utilize a third party vendor to host the application. Client shall inform Paychex if Client wishes to use Paychex Expense Manager. Client understands that reimbursements may be paid, at Client's election, via one or both of the following options: (i) through Client's payroll, or (ii) separate from payroll, through an EFT managed by the third party vendor. Clients electing to reimburse through EFT, separate from payroll, acknowledge that there is an additional setup fee and a fee for each EFT. The initial setup fee and per-transaction fee for reimbursement via EFT is collected directly by the third party vendor or its agent. Client agrees that it shall execute and comply with any required documentation of the third party vendor or its agent prior to receiving reimbursement via EFT. Client acknowledges that there is no reconciliation of reimbursement data between Preview and Paychex Expense Manager.

**Paperless Payroll.** Paychex will suppress Client's employees' direct deposit check stubs and/or Client's payroll reports from printing. The Paperless Payroll service requires that Client have Paychex HR Online. Client acknowledges that each state has separate laws and regulations governing Client's obligation to distribute payroll check stubs to its employees and/or to retain copies of payroll check stubs or the information on the payroll check stubs. Paychex will not be responsible for Client's compliance with, nor will it provide legal or other financial advice to Client with respect to federal, state, and local laws or ordinances governing the distribution or retention of payroll

check stubs. Client is solely obligated to comply with any and all applicable federal, state, and local laws or ordinances governing the distribution or retention of payroll check stubs.

**Tax Credit Analysis Service.** Client acknowledges Paychex will review Client's payroll information to determine Client's eligibility for various federal and/or state location based tax credits available to eligible business owners through various federal and state tax credit programs. If Client appears eligible for a tax credit, Paychex may contact Client to explain the Paychex Tax Credit Service that is available for an additional charge.

**Retirement Services.** Paychex will perform third-party record-keeping, reporting, and other administrative services for Client's Qualified Retirement Plan as set forth in the Paychex Retirement Services Agreement. Client must execute the separate Retirement Services Agreement in order to receive the Retirement Services.

**Insurance Payment Service.** Paychex and/or Paychex Insurance Agency, Inc. will perform health administrative services for Client as set forth in the Paychex Health and Benefits Services Agreement. Availability of the Insurance Payment Service is dependent on insurance carrier selection and/or carrier underwriting requirements. Client must execute a separate Paychex Health and Benefits Services Agreement in order to receive the Insurance Payment Service.

**Workers' Compensation Payment Service.** Paychex and/or Paychex Insurance Agency, Inc. will perform workers' compensation payment services for Client as set forth in the Paychex Workers' Compensation Payment Service Agreement. Availability of the Workers' Compensation Paychex Service is dependent on insurance carrier selection and/or carrier underwriting requirements. Client must execute a separate Paychex Workers' Compensation Payment Service Agreement in order to receive the Workers' Compensation Payment Service.

**Step 2: Designate at least one checking account. For consolidated clients using more than one account for Taxpay®, indicate a Primary Account.**

**Checking Account Designation**

Company Name \_\_\_\_\_

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Designate the checking account that will be used by Paychex to perform the following Services, pursuant to the service Agreement between the parties, by submitting a voided check (*check one or more Services*), or to verify that Paychex may use the existing bank account on file, initial and select the applicable Services below:

\_\_\_\_\_  
INITIALS Initial here and check the Service(s) below to confirm that Paychex may use the current account information on file to perform Services. A voided check is not needed.

- Taxpay®       Payment for Paychex Services    Garnishments    Employee Screening Services  
 Primary Account

- Net Employee Payroll       COBRA/State Continuation Premium Refund    Paychex Expense Manager
- 

**Checking Account Designation**

Office/Client Number \_\_\_\_\_

Designate the checking account that will be used by Paychex to perform the following Services, pursuant to the service Agreement between the parties, by submitting a voided check (*check one or more Services*), or to verify that Paychex may use the existing bank account on file, initial and select the applicable Services below:

\_\_\_\_\_  
INITIALS Initial here and check the Service(s) below to confirm that Paychex may use the current account information on file to perform Services. A voided check is not needed.

- Taxpay®       Payment for Paychex Services    Garnishments    Employee Screening Services  
 Primary Account

- Net Employee Payroll       COBRA/State Continuation Premium Refund    Paychex Expense Manager
- 

**Checking Account Designation**

Office/Client Number \_\_\_\_\_

Designate the checking account that will be used by Paychex to perform the following Services, pursuant to the service Agreement between the parties, by submitting a voided check (*check one or more Services*), or to verify that Paychex may use the existing bank account on file, initial and select the applicable Services below:

\_\_\_\_\_  
INITIALS Initial here and check the Service(s) below to confirm that Paychex may use the current account information on file to perform Services. A voided check is not needed.

- Taxpay®       Payment for Paychex Services    Garnishments    Employee Screening Services  
 Primary Account

- Net Employee Payroll       COBRA/State Continuation Premium Refund    Paychex Expense Manager

**Step 3: Provide setup information and fee payment for Paychex Employee Screening Services.**

**Paychex Employee Screening Services**

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Sales Rep \_\_\_\_\_ Rep # \_\_\_\_\_

Sales Rep E-mail \_\_\_\_\_

**Product Type Package:**

- Criminal Database    Basic Criminal    All County    Best Practice Criminal
- Comprehensive    Healthcare    À la carte

**Package Level:**

<input type="checkbox"/> Level 0-12	<input type="checkbox"/> Level 13-24	<input type="checkbox"/> Level 25-60
<input type="checkbox"/> Level 61-96	<input type="checkbox"/> Level 97-144	<input type="checkbox"/> Level 145-192
<input type="checkbox"/> Level 193-240	<input type="checkbox"/> Level 241-300	<input type="checkbox"/> Level 301-360
<input type="checkbox"/> Level 361-420	<input type="checkbox"/> Level 421-480	

Drug Testing    Yes    No

I-9 Verification    Yes    No

Motor Vehicle Registration Report    Yes    No

**Setup**

\$ \_\_\_\_\_ Fee

\$ \_\_\_\_\_ Inspection Fee (\$99 per site)

\$ \_\_\_\_\_ First Month's Service Fee (*If payment not included, you will be billed*)

\$ \_\_\_\_\_ Total

**Select one of the options below for total setup fee payment.**

**Electronic Payment**

**Check**   Check Number \_\_\_\_\_   Amount of Check \$ \_\_\_\_\_

Note: Be certain your firewall is set up to receive e-mails from HireRight at [customersupport@hireright.com](mailto:customersupport@hireright.com).

**Attach setup fee check here.**

**Step 4: Complete all applicable information.**

**Client Information Form**

Office/Client Number \_\_\_\_\_  
 Federal ID Number \_\_\_\_\_  
 Representative \_\_\_\_\_  
 Representative No. \_\_\_\_\_ District No. \_\_\_\_\_

Company Name \_\_\_\_\_  
 DBA Name \_\_\_\_\_  
 Billing Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Delivery Address \_\_\_\_\_  
IF DIFFERENT FROM ABOVE, PO BOX IS NOT ACCEPTABLE FOR DELIVERY ADDRESS  
 City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Company Contact \_\_\_\_\_ Decision Maker \_\_\_\_\_  
IF DIFFERENT FROM COMPANY CONTACT

Telephone (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Fax (\_\_\_\_) \_\_\_\_ - \_\_\_\_ E-mail \_\_\_\_\_

Nature of Business \_\_\_\_\_ Business Activity Code \_\_\_\_\_

Payroll Frequency \_\_\_\_\_ Source of Business \_\_\_\_\_

First Paychex HR Solutions Run Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ First Paychex HR Solutions Check Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Organization Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Number of Employees \_\_\_\_\_  SUI Exempt  FUTA Exempt

Controlled Ownership  Yes  No *(If yes, provide all payroll numbers below; attach additional page if necessary)* Combo Client  Yes  No

Parent Office/Client Number \_\_\_\_\_ Fed ID \_\_\_\_\_

Child Office/Client Number \_\_\_\_\_ Fed ID \_\_\_\_\_

Child Office/Client Number \_\_\_\_\_ Fed ID \_\_\_\_\_

Child Office/Client Number \_\_\_\_\_ Fed ID \_\_\_\_\_

**State Information (Provide all states and number of employees in each state; attach additional page if necessary)**

State \_\_\_\_\_ Number of EEs \_\_\_\_\_ SUI ID Number \_\_\_\_\_

State \_\_\_\_\_ Number of EEs \_\_\_\_\_ SUI ID Number \_\_\_\_\_

State \_\_\_\_\_ Number of EEs \_\_\_\_\_ SUI ID Number \_\_\_\_\_

Client has requested a presentation on  Flexible Spending Account  401(k)  
 Client has an existing Paychex plan for  Flexible Spending Account  401(k) \_\_\_\_\_  
INVESTMENT PROVIDER

**Paychex Information** Setup Fee \$ \_\_\_\_\_

Payroll Representative \_\_\_\_\_  
 HR Representative \_\_\_\_\_  
 HRS Sales Representative \_\_\_\_\_  
 Hub Contact \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 AS/CSR Supervisor \_\_\_\_\_  
 E-mail \_\_\_\_\_

Select Client Type:  
 New Client  
 Transfer Client *(select one)*  
 Core \_\_\_\_\_ / \_\_\_\_\_  
PREVIOUS OFFICE/CLIENT NUMBER  
 MMS \_\_\_\_\_ / \_\_\_\_\_  
PREVIOUS OFFICE/CLIENT NUMBER  
 Paychex HR Solutions  
 \_\_\_\_\_ / \_\_\_\_\_  
PREVIOUS OFFICE/CLIENT NUMBER  
 Advantage  InterPay

HRS Use Only	
BIS ID	Actual First Run Date



**Step 5: Select organization type and list all employees who meet the criteria outlined in each box.**

**Compliance Information**

Company Name \_\_\_\_\_

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Check here if your company has a POP, as defined in section 125 of the Internal Revenue Code, with a provider other than Paychex. If the box above is checked, Client must provide Paychex with the pretax and post-tax POP status with which employees should be setup.

Effective Date of Premium Only Plan \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ First Check Date of Premium Only Plan \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Core Medical  Dental  Vision  Group Term Life  Short Term Disability  Long Term Disability  Accidental Death

**C-Corporation**  
 **Limited Liability Corporation**

A. **>5% Stockholder/Owner** – All employees who own, directly or indirectly, more than 5% of the company (current year only).  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

B. **>1% Stockholder/Owner** – All employees who own, directly or indirectly, more than 1% of the stock, capital, or profits of the company and earn more than \$150,000 annually.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

C. **Officer** – Any employee of the company who has the authority of an administrative executive and earns more than \$160,000 annually.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

D. **Family Members** – All employees who are family members of the 5% Stockholder/Owner and 1% Stockholder, including Spouse, Parent, Grandparent, and Child.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

**Partnership**  
 **Limited Liability Partnership**

A. **Partners**  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

B. **Family Members** – All employees who are family members of ineligible participants, including Spouse, Parent, Grandparent, and Child.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

**Note:** Individuals listed in A and B are excluded from participating in a Premium Only Plan.

C. **Officer** – Any employee of the company who has the authority of an administrative executive and earns more than \$160,000 annually.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

**Sole Proprietorship**

A. **Sole Proprietor**  
 1. \_\_\_\_\_

B. **Family Members** – All employees who are family members of ineligible participants, including Spouse, Parent, Grandparent, and Child.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

**Note:** Individuals within this category are excluded from participating in a Premium Only Plan.

**S-Corporation**

A. **>2% Stockholder/Owner**  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

B. **Family Members** – All employees who are family members of ineligible participants, including Spouse, Parent, Grandparent, and Child.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

**Note:** Individuals listed in A and B are excluded from participating in a Premium Only Plan.

C. **Officer** – Any employee of the company who has the authority of an administrative executive and earns more than \$160,000 annually.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

D. **>1% Stockholder/Owner** – All employees who own, directly or indirectly, more than 1%, but less than or equal to 2%, of the stock, capital, or profits of the company and earn more than \$150,000 annually.  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_

**Other**  
 Specify: \_\_\_\_\_

**Step 6: Complete both sections of this form.**

**Signature Form**

**Handbook Signature**

I do NOT want my signature printed in the Handbook. \_\_\_\_\_  
INITIALS

OR

Using a blue or black ink pen, sign twice and print your name below.

**Single Signature**

Use when one signature is required.  
To ensure signature quality, stay within the brackets.


**Print Name**

\_\_\_\_\_

Company Name \_\_\_\_\_

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

**Double Signatures**

Use when two signatures are required.  
To ensure signature quality, stay within the brackets.

PERSON 1		
PERSON 2		
PERSON 1		
PERSON 2		

**Print Names**

\_\_\_\_\_  
\_\_\_\_\_

---

**Payroll Signature**

\_\_\_\_\_ Readychex. No signature is required, proceed to the next step.  
INITIALS

OR

\_\_\_\_\_ Check Signing. Using a blue or black ink pen, sign twice and print your name below.  
INITIALS

**Single Signature**

Use when one signature is required.  
To ensure signature quality, stay within the brackets.


**Print Name**

\_\_\_\_\_

**Double Signatures**

Use when two signatures are required.  
To ensure signature quality, stay within the brackets.

PERSON 1		
PERSON 2		
PERSON 1		
PERSON 2		

**Print Names**

\_\_\_\_\_  
\_\_\_\_\_

**Step 7: If you choose to have your company logo printed on your checks, follow these instructions.**

**Logo Service**

Company Name \_\_\_\_\_

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

**Logo Service - Signing up is simple!**

Provide your Paychex Representative with a clear electronic copy of your logo that meets the following specifications:

- Select the size with the best quality
- No smaller than 6" x 6" at 72 dpi (dots per inch)
- Provide a .pdf, .eps, or .jpg files, if possible

**For Paychex Use Only**

Submit the logo file using the Check  
Logo Request Form (CS0010).

Step 8: Read and complete this form.

**Organization Resolution  
Adopting Paychex Employee Benefit Plan**

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

By action of the *[Board of Directors]* *[Partnership/Membership]* of \_\_\_\_\_, a  
(COMPANY NAME)  
\_\_\_\_\_, taken on \_\_\_\_\_, the following resolutions were duly adopted.  
(ORGANIZATION TYPE) (DATE)

WHEREAS, the *[Board of Directors]* *[Partnership/Membership]* of this organization has considered the salient features of the following employee benefit plan:

Premium Only Plan

which, when executed and carried out, will provide benefits to its employees and their beneficiaries; and

WHEREAS, it is believed that the adoption of the above-designated Plan will encourage continuous employment and employee loyalty, in the mutual interest of the employees and the organization; and

THEREFORE, IT IS RESOLVED, that the *[Board of Directors]* *[Partners/Members]* of this organization hereby adopt(s) the Plan designated above and do(es) hereby authorize the *[proper officers]* *[General Partner/Member]* to execute an Adoption Agreement setting forth the terms and conditions of the selected Plan; and it is

FURTHER RESOLVED, that Paychex is hereby appointed as Plan Service Provider to serve for such term(s) and to have such powers and duties as set forth in the Plan and the applicable administrative service agreement(s); and it is

FURTHER RESOLVED, that the Plan shall be effective for the Plan Year ending 20\_\_\_\_; and it is  
(YEAR)

FURTHER RESOLVED, that for the Plan adopted pursuant to this Resolution, that \_\_\_\_\_  
(ADOPTING EMPLOYER or DESIGNATED INDIVIDUAL)  
be and hereby is designated as Plan Administrator, and \_\_\_\_\_ be and hereby is  
(DESIGNATED INDIVIDUAL)  
designated as Trustee.

IN WITNESS WHEREOF, I have executed this Resolution this date of \_\_\_\_\_  
(MONTH/DAY/YEAR)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE) (PRINTED NAME) (PRINTED TITLE)

 **Sign Here!**

**For Paychex use only.**

**Paychex HR Solutions for Major Markets  
Setup Kit Checklist**

<p><b>Office/Client Number</b> _____</p> <p><b>Previous Office/Client Number</b> _____ <small>IF APPLICABLE</small></p> <p><b>Client Name</b> _____</p> <p><i>Refer to setup procedures for specific product requirements.</i></p> <p><b>Document Checklist</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Paychex HR Solutions for Major Markets Agreement – Administrative Service Organization Option</li> <li><input type="checkbox"/> Checking Account Designation</li> <li><input type="checkbox"/> Paychex Employee Screening Services</li> <li><input type="checkbox"/> Client Information</li> <li><input type="checkbox"/> Compliance Information</li> <li><input type="checkbox"/> Signature Form</li> <li><input type="checkbox"/> Logo Service</li> <li><input type="checkbox"/> Organization Resolution Adopting Paychex Employee Benefit Plan (POP)</li> </ul>	<p><b>Payroll Client Status</b></p> <p><input type="checkbox"/> New      <input type="checkbox"/> Current</p> <hr/> <p><b>First Paychex HR Solutions Check Date</b> ___ / ___ / ___</p> <p><i>Check all products Client is currently using.</i></p> <p><b>Product List for Current Client</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Preview® Hosting Service</li> <li><input type="checkbox"/> Paychex® HR Online</li> <li><input type="checkbox"/> Time and Labor Online</li> <li><input type="checkbox"/> Paychex® Expense Manager</li> <li><input type="checkbox"/> Taxpay®</li> <li><input type="checkbox"/> State Unemployment Insurance Service (SUIS)</li> <li><input type="checkbox"/> Premium Only Plan (POP)</li> <li><input type="checkbox"/> Flexible Spending Account (FSA)</li> <li><input type="checkbox"/> Paychex® Retirement Services</li> <li><input type="checkbox"/> Direct Deposit</li> <li><input type="checkbox"/> Readychex®</li> <li><input type="checkbox"/> Check Signing</li> <li><input type="checkbox"/> Check Insertion</li> <li><input type="checkbox"/> Garnishment Payment Service</li> <li><input type="checkbox"/> Paychex® Employee Management Services</li> <li><input type="checkbox"/> Logo Service</li> <li><input type="checkbox"/> Paychex® Online Reports</li> <li><input type="checkbox"/> COBRA Administration</li> <li><input type="checkbox"/> Other</li> </ul>
<p><b>Supporting Documentation</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Setup Fee</li> <li><input type="checkbox"/> Voided Check or Bank MICR Specification Sheet</li> <li><input type="checkbox"/> Acceptable Federal Source Documentation (Taxpay only)</li> <li><input type="checkbox"/> Acceptable SUI Source Documentation (Taxpay only) _____ (State Abbreviations)</li> <li><input type="checkbox"/> Acceptable State Source Documentation (Taxpay only) _____ (State Abbreviations)</li> <li><input type="checkbox"/> Acceptable Local Source Documentation (Taxpay only) _____ (State/Local Codes)</li> <li><input type="checkbox"/> State-Specific Power of Attorney (Taxpay only) _____ (State Abbreviations)</li> <li><input type="checkbox"/> Garnishment Information</li> <li><input type="checkbox"/> Workers' Compensation Information</li> <li><input type="checkbox"/> Handbook Custom Binder Order Form (HK0001) (Handbook Services only)</li> <li><input type="checkbox"/> Other _____</li> </ul>	
<p>Sales Rep _____ Date ___ / ___ / ___</p>	<p>FSS _____ Date ___ / ___ / ___</p>
<p>Sent to HRS _____ Date ___ / ___ / ___</p>	<p>Acct Spec _____ Date ___ / ___ / ___</p>

Tab 1: FEE SCHEDULE

- J3, J4 Fill in your branch office information here, not client information in. Type over text.
- J5, J6 Fill in your branch office information here, not client information in. Type in boxes K5 and K6
- E9 - N14 Client contact information, do not overwrite
- N9 This is the date the form is filled out and should auto populate
- N11 Enter number of Active Employees
- N12 This is for Background Screening Services - Enter number of screens per year prospect expects to run
- N13 This will update when you choose from the drop down box in N14
- N14 Choose frequency from drop-down box. This will automatically populate box N13 and N22.  
*Note: If client has multiple pay periods, choose the most frequent frequency (if a single payroll ID) If multiple Payroll ID's w/multiple frequencies, separate fee schedules are required for each ID.*
- D28 Click if there is controlled ownership for this client  
Enter additional employee counts, starting with the largest number of employees in column F.  
if your client has more than six control group entities, enter additional entity employee counts on the "Additional Control Groups" tab
- D61 Commissionable Item-MMS will complete
- D64 If the client requires delivery to more than one location click this box
- J64 Enter number of additional delivery locations
- D65 Click if the client has asked for additional payroll reports
- J65 Enter the number of additional reports requested
- G66 Quarter/Year End Report Deliver  
There is an additional charge for the delivery of these reports.  
Check with the MMS hub for the client to obtain local rate.
- F70 *HIDDEN discount cell*  
Enter applicable discounts by typing the percentage into this box
- D74 Click to toggle setup fee between \$3,000 or 10% of Annualized Admin  
*Note: Will never display less than \$3,000*
- K74 *HIDDEN discount cell - Discuss with MMS Hub Manager before discounting this field*  
To discount the setup fee, AM may enter appropriate ops discount in this box. Sales is limited to 25% discount - setup should never be less than \$2250
- D75 - D79 HRG should not fill Conversion items in. These are commissionable events and should always involve the sales representative.
- Line 86 Client must initial hard copy
- Line 87 Sales Rep must sign hard copy

YOU MUST DELETE THIS TAB BEFORE FORWARDING TO CLIENT.  
RIGHT CLICK ON THE TAB  
CHOOSE "DELETE TAB"  
SAVE DOCUMENT TO NEW NAME

Tab 2: Additional Control Groups

- E9 - N14 All information should transfer over from FEE SCHEDULE tab
- D28 Will be checked from FEE SCHEDULE tab; Continue entering control group employee counts  
Verify subtotals at the bottom of the page and then verify that the totals on the FEE SCHEDULE tab reflect correctly
- Line 78 Client must initial hard copy
- Line 79 Sales or HRG representative must sign hard copy

Tab 3: FEESCHEDULE Optional Services  
MMS Sales Only

Tab 4: Background Screening

- D3 Check to enable background screening
- F5 - F11 If a client is interested in or has the Paychex background screeningservices through HireRight select the appropriate monthly package or "a la carte" for pricing.

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

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**ORDINANCE**

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

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**AN ORDINANCE AUTHORIZING A GRANT AGREEMENT BY AND  
BETWEEN THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM  
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(ILLINOIS INTERMODAL FACILITY PREPAREDNESS GRANT)**

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

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

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

**AN ORDINANCE AUTHORIZING A GRANT AGREEMENT BY AND  
BETWEEN THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM  
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(ILLINOIS INTERMODAL FACILITY PREPAREDNESS GRANT**

---

**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 their entirety.

**Section 2.** The Grant Agreement by and between the Illinois Law Enforcement Alarm System and the Village of Franklin Park, Cook County, Illinois (the "*Grant 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 revisions, if any, as determined by the Village President, said changes being approved by execution and delivery of the application by the Village President.

**Section 3.** The officials and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Grant Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

**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 August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of August 2011.

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

ATTEST:

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

Exhibit A

*Grant Agreement*



**FY2009 Illinois Intermodal Facility  
Preparedness Grant**

**GRANT AGREEMENT**

**PART I - Notice of Grant Award to the Franklin Park Police Department.**

This Grant Agreement is made and entered by and between the **Illinois Law Enforcement Alarm System** (Grantor), 1701 East Main Street, Urbana, Illinois 61802, and the **Franklin Park Police Department** (Grantee), 9545 West Belmont Avenue, Franklin Park, Illinois 60131.

This Grant is to utilize funds from the Department of Homeland Security (DHS), Fiscal Year 2009 Homeland Security Grant Program, State Homeland Security Program (SHSP), local, CFDA #97.067, and the Illinois Emergency Management Agency (IEMA), grant 09ILEPORTS.

Grantor is making available to Grantee the amount not exceeding **\$156,056.88** for the period from **the date of final execution of this Agreement** through **May 31, 2012**. Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth in this notice and agrees to comply with all terms and conditions of this notice. This period of award may be amended if there is a delay in the release of these funds from the Federal Government or the State of Illinois.

It is agreed between the parties that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

**PART II - Term**

The term of this Grant Agreement shall be from **the date of final execution of this Agreement** through **May 31, 2012**.

**PART III - Scope**

Through this Agreement, Grantee will execute a project to expand primary emergency prevention and response capabilities related to an intermodal facility. This project and its relevance to Illinois' FFY 2009 State Homeland Security Program Investment Justifications are outlined in the grant application submitted by Grantee.

The budget and budget amendments submitted by Grantee to ILEAS and approved by ILEAS and the ITTF outline the costs required to complete the project. Grantor will only reimburse those expenditures that are specifically listed in the budget and budget amendments and approved by ILEAS and the ITTF.

#### **PART IV - Compensation Amount**

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$156,056.88**.

#### **PART V - Terms and Conditions**

**STANDARD ASSURANCES:** Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out the project funded by this grant.

**FISCAL FUNDING:** Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or either the Illinois Emergency Management Agency or Federal Emergency Management Agency fails to provide the funds. Grantor shall give Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding.

**EQUIPMENT:** Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by Grantee with grant funds if said equipment has fallen into neglect or misuse according to the standards and policies of Grantor. Additionally, Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless Grantee has the express written consent of Grantor.

**METHOD OF COMPENSATION:** Grantee will submit to Grantor a vendor invoice or computer generated report with description of costs, and affirmation or evidence of delivery, and property identification numbers for property subject to Grantor policies and procedures, in order to receive compensation through this agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to Grantor. No costs eligible under this Grant Agreement shall be incurred after **May 31, 2012**. Grantee also agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

**ACCOUNTING REQUIREMENTS:** Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under this agreement as required by Grantor. Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this agreement.

**REPORTS:** Grantee agrees to provide to Grantor project information to support the completion of Federal and State reporting requirements.

**AUDITS AND INSPECTIONS:** Grantee will, as often as deemed necessary by Grantor, permit Grantor, or any of its duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of Grantee involving transactions related to this grant agreement for three years from the date of submission of the final invoice or until related audit findings have been resolved, whichever is later.

**MODIFICATION AND AMENDMENT OF THE GRANT:** This grant agreement is subject to revision as follows:

- A. Modifications may be required because of changes in State or Federal laws, regulations, or Federal grant guidance as determined by Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. Grantor shall notify Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

**TERMINATION FOR CONVENIENCE:** This agreement may be terminated in whole or in part by Grantor for its convenience, provided that, prior to termination, Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of Grantor's intent to terminate, and 2) an opportunity for consultation with Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to Grantee for expenses incurred under this agreement prior to termination.

**TERMINATION FOR BREACH OR OTHER CAUSE:** Grantor may terminate this agreement without penalty to Grantor or further payment required in the event of:

- A. Any breach of this agreement which, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of Grantor's notice of breach to Grantee.
- B. Material misrepresentation or falsification of any information provided by Grantee in the course of any dealing between the parties or between Grantee and any State or Federal Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for Grantor to seek recovery of all or part of the grant proceeds.

**RETENTION OF PROPERTY RECORDS:** Grantee agrees to maintain records for equipment, non-expendable personal property, and real property. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**NON-DISCRIMINATION:** In carrying out the program, Grantee will comply with all applicable Federal Statutes relating to nondiscrimination.

**SEVERABILITY CLAUSE:** If any provision under the Grant Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

**DEBARMENT:** The Grantee shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended.

**WAIVERS:** No waiver of any condition of this Agreement may be effective unless in writing

from the Executive Director of Grantor.

**LIABILITY:** Grantor assumes no liability for actions of the Grantee under this agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of Grantee's duties as described under this agreement. In addition, Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this agreement. As to nature and condition of said equipment, in the use of said equipment, Grantee agrees to hold Grantor harmless for any defects or misapplications. To the extent allowed by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor.

**ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE:** The Grantee shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of DHS FEMA GPD, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify DHS FEMA GPD and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in the non-compliance finding and will not be eligible for DHS FEMA GPD funding.

## **PART VI – Certification**

The Grantee will comply with all applicable requirements of all other State and Federal laws, executive orders, regulations governing this program, and policies and procedures promulgated by the Grantor prior to or during the performance period of this agreement.

Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is on file with the appropriate Federal and State entity as required by the State of Illinois throughout the performance period of this agreement.

Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local

government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

Grantee certifies that to the extent applicable, grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub agreements.

Grantee certifies that it will return to the Grantor all State or Federal grant funds that are not expended or received from the Grantor in error. The Grantor may recapture those funds in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, Grantee certifies that \_\_\_\_\_ is its correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a governmental agency.

Grantee certifies that it will comply with the Drug Free Workplace Act (30 ILCS 580).

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

**Illinois Law Enforcement Alarm System**  
(Grantor)

**Franklin Park Police Department**  
(Grantee)

By: \_\_\_\_\_  
James R. Page, Executive Director

By: \_\_\_\_\_  
Name and Title

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



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

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**ORDINANCE**

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

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**AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN  
SURPLUS PROPERTY OWNED BY THE VILLAGE OF FRANKLIN PARK,  
COOK COUNTY, ILLINOIS AND AUTHORIZING THE DONATION OF  
SAID PROPERTY TO HEARTS IN MOTION  
(BACK PACKS, AIR BOTTLES, FACE MASKS AND EQUIPMENT)**

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

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

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

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN  
SURPLUS PROPERTY OWNED BY THE VILLAGE OF FRANKLIN PARK,  
COOK COUNTY, ILLINOIS AND AUTHORIZING THE DONATION OF  
SAID PROPERTY TO HEARTS IN MOTION  
(BACK PACKS, AIR BOTTLES, FACE MASKS AND EQUIPMENT)**

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

**WHEREAS**, the Village has the authority, pursuant to 65 ILCS 5/11-76-4 to declare property to be no longer necessary to the best interests of the Village and to authorize the disposition of such property in such manner as the Village may designate; and

**WHEREAS**, the Fire Chief has identified Village owned personal property consisting of fifteen (15) MSA Complete Back Packs with Regulators, twenty-six (26) MSA 30 Minute Bottles, twenty-four (24) MSA Ultra Elite Face Mask, two (2) Ferno Stretchers and one (1) Hurst Extrication Unit that are no longer used or required by the Village, said property being identified and described on Exhibit A (the "*Surplus Property*"), a copy of which is attached hereto and made a part hereof; and

**WHEREAS**, it is the opinion of the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") that the Surplus Property is no longer necessary or useful or for the best interests of the Village to retain; and

**WHEREAS**, the Hearts in Motion Organization (the "*Hearts in Motion*") has expressed an interest in the Surplus Property in order to provide it to communities in Central America; and

**WHEREAS**, the Corporate Authorities have determined that the donation of the Surplus Property to Hearts in Motion is in the best interest of the Village, provided Hearts in Motion agrees to execute an appropriate instrument, whereby it acknowledges and agrees that the donation of the Surplus Property is being conveyed used and in its “as is” condition, with “all known and unknown faults” and without any warranties of any kind whatsoever, and that Hearts in Motion assumes all liabilities in connection with the donation of the Surplus Property, and releases, indemnifies and holds harmless the Village and its officers, officials, employees, agents and consultants against and from any and all such liabilities, damages or causes of action related in any way from the donation of the Surplus Property.

**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 Corporate Authorities find that the Surplus Property is no longer necessary or useful to the Village and authorize the Fire Chief and Village President to donate the Surplus Property, as identified and described on Exhibit A, to Hearts in Motion; and, further approve the Indemnification Agreement and General Release, a copy of which is attached hereto and made a part hereof as Exhibit B, and authorize the execution thereof by the Village President.

**Section 3.** The officials and officers of the Village are hereby authorized and directed to undertake actions on the part of the Village to assist with the donation of the Surplus Property, in accordance with this Ordinance.

**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 August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of August 2011.

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

ATTEST:

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

Exhibit A

*Surplus Property*

1. 15 MSA Complete Back Packs with Regulators, Model Custom 4500 Ultralite MMR2000
2. 26 MSA 30 Minute Bottles, Model Number 7-947-1
3. 24 MSA Ultra Elite Face Masks with Heads Up Display in assorted sizes (small, medium, and large)
4. 2 Ferno Stretchers
5. 1 Hurst Extrication Unit with a Cutter, Spreader, and 24 inch Ram

Exhibit B

*Indemnification Agreement and General Release*

INDEMNIFICATION AGREEMENT AND GENERAL RELEASE

This Indemnification Agreement and General Release (the “*Agreement*”) is made this 11<sup>th</sup> day of August, 2011, by and between the Village of Franklin Park (the “*Village*”) and the Hearts in Motion Organization (the “*Hearts in Motion*”), 3319 West 45<sup>th</sup> Street, Highland Indiana 46322, for the donation and disposition of certain property, as identified and described on Exhibit A, a copy of which is attached hereto and made a part hereof (the “*Property*”), from the Village to Hearts in Motion.

WHEREAS, the Village has determined that the Property is no longer of use to the Village and Hearts in Motion has a need for the Property and has agreed that the Property is to be provided to communities in Central America; and

WHEREAS, the Village desires to donate the Property to Hearts in Motion and Hearts in Motion desires to acquire the Property in its “as is” condition and “with all known and unknown faults.”

IN CONSIDERATION of the statements set forth above, the mutual conveyance herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed between the Village and Hearts in Motion, as follows:

1. The Village, as and for Ten Dollars and No/100 (\$10.00) as consideration for the Property, conveys all right and title to the Property to Hearts in Motion.
2. The Hearts in Motion agrees to pay as consideration for the Property, a total of Ten Dollars and No/100 (\$10.00), and warrants and agrees to accept and acquire the Property in its “as is” condition and “with all known and unknown faults” and with no representation or warranties as to its usefulness or functionality whatsoever.
3. Hearts in Motion warrants and agrees to indemnify, release and hold harmless the Village and its officers, officials, employees, agents and consultants, from and against any and all liabilities or causes of action or from any claim, damage or injury resulting from the Property or any use of the Property. This indemnification includes providing legal defense and cost for any action against the Village parties indemnified herein.
4. This Agreement reflects appropriate conveyance and action by the Village President and Village Board of the Village of Franklin Park and the officers and officials of Hearts in Motion.

AGREED:

Village of Franklin Park, Illinois

By: \_\_\_\_\_  
Barrett Pedersen, Village President

AGREED:

Hearts in Motion

By: \_\_\_\_\_

Its: \_\_\_\_\_



Exhibit A

*Property*

1. 15 MSA Complete Back Packs with Regulators, Model Custom 4500 Ultralite MMR2000
2. 26 MSA 30 Minute Bottles, Model Number 7-947-1
3. 24 MSA Ultra Elite Face Masks with Heads Up Display in assorted sizes (small, medium, and large)
4. 2 Ferno Stretchers
5. 1 Hurst Extrication Unit with a Cutter, Spreader, and 24 inch Ram

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

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

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**AN ORDINANCE AUTHORIZING AND APPROVING A  
CONSTRUCTION MANAGEMENT AGREEMENT BY AND  
BETWEEN MTI CONSTRUCTION SERVICES, LLC AND THE  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

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

**AN ORDINANCE AUTHORIZING AND APPROVING A  
CONSTRUCTION MANAGEMENT AGREEMENT BY AND  
BETWEEN MTI CONSTRUCTION SERVICES, LLC AND THE  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

**WHEREAS**, MTI Construction Services, LLC (the “*MTI Construction Services*”), located at 2585 Millennium Drive, Suite E, Elgin, Illinois 60124 is a construction management firm that is prepared to provide the Village with professional services for the construction of a police station building; and

**WHEREAS**, the Village requires such services as part of its desire to maximize the potential use of the new facility and to ensure community input and discussion; and

**WHEREAS**, MTI Construction Services and the Village desire to enter into an agreement pursuant to which MTI Construction Services will provide such services to the Village.

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

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

**Section 2.** The Construction Management Agreement by and between MTI Construction Services and the Village of Franklin Park, Cook County, Illinois (the “*Agreement*”) together with the Addendum to the Agreement (the “*Addendum*”) copies of which are attached hereto and

made a part hereof as Exhibit A, are hereby approved in substantially the form presented to the Village Board, with such necessary substantive and administrative 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, the Agreement and its Addendum.

**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 August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_ day of August 2011.

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

ATTEST:

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

Exhibit A

*Agreement and Addendum*

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

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**ORDINANCE**

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

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**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN  
UTILITY SERVICES COMPANY, INCORPORATED AND THE  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(10801 FRANKLIN AVENUE WATER TANK)**

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

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

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

**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN  
UTILITY SERVICES COMPANY, INCORPORATED AND THE  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(10801 FRANKLIN AVENUE WATER TANK)**

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

**WHEREAS**, it is the desire of the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") to enter into an Agreement by and between Utility Services Company, Incorporated and the Village together with the Wireless Drawing Review Proposal and Post Antennae Installation and Inspection Proposal for the repair and maintenance of the 250,000 gallon water storage tank located at 10801 Franklin Avenue (the "*Agreement*" and "*Proposals*") in order to ensure the health, safety and welfare of the residents of the Village.

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

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

**Section 2.** The Agreement by and between Utility Services Company, Incorporated and the Village of Franklin Park, Cook County, Illinois together with the Wireless Drawing Review Proposal and Post Antennae Installation and Inspection Proposal, copies of which are attached hereto and made a part hereof, as Exhibit A, are hereby approved substantially in the form presented to this Village Board, with such necessary changes as determined by the Utilities



Director and as subsequently authorized by the Village President, with such changes and revisions therein determined being approved by execution and delivery of the Agreement and Proposals by the Village President.

**Section 3.** The Village President, Village Clerk and Utilities Director are hereby authorized and directed to execute and deliver the Agreement and Proposals 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 and Proposals to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 5.** The Village Comptroller and Village Treasurer are hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the Village as contained in the Agreement and Proposals to complete satisfaction of any provision, term or condition stated therein.

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

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

**Section 8.** This Ordinance shall be in full force and effect immediately upon its passage and approval to ensure that police services are maintained and the health, safety and welfare of the residents of the Village is duly protected.

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of August 2011.

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

ATTEST:

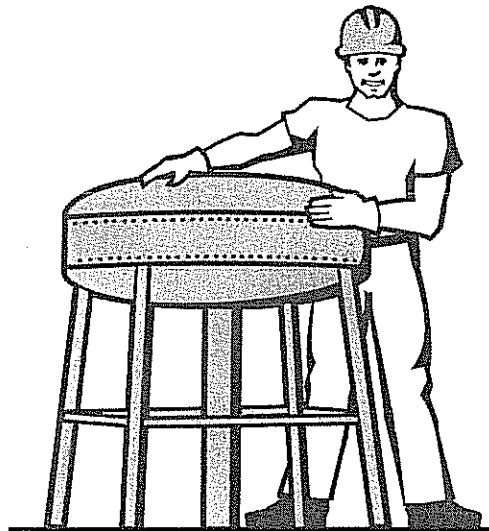
\_\_\_\_\_  
 TOMMY THOMSON  
 VILLAGE CLERK

Exhibit A

*Agreement and Proposals*

# Utility Service Co., Inc.

## Water Tank Maintenance Contract



**Owner:** City of Franklin Park  
Franklin Park, Illinois

**Tank Size/Name:** 250,000 Elevated – Franklin Avenue Clearing Tank

**Location:** 10801 Franklin Avenue

**Date Prepared:** July 28, 2011



535 Courtney Hodges Blvd.  
P.O. Box 1350  
Perry, Georgia 31069  
tel: 478-987-0303 800-223-3695  
fax: 478-987-2991  
www.utilitiyservice.com

## WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between **City of Franklin Park**, whose business address is **9500 Belmont Avenue, Franklin Park, Illinois 60131** (hereinafter, the "Owner") and Utility Service Co., Inc., whose business address is Post Office Box 1350, 535 Courtney Hodges Boulevard, Perry, Georgia 31069 (hereinafter, the "Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **250,000** gallon water storage Tank located at **10801 Franklin Avenue, Franklin Park, Illinois 60131** (hereinafter, the "Tank").

**Article 1. Company's Responsibilities.** The Company hereby agrees to perform the following services for the care and maintenance of the subject Tank:

**A. Tank Maintenance Service.**

1. The Company will annually inspect and service the Tank. The Tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
2. Biennially, beginning with the first washout-inspection, the Tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the Tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
3. The Company shall furnish engineering and inspection services needed to maintain and repair the Tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
4. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water Tanks will be followed. Only material approved for use in potable water Tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the Tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of **Illinois Environmental Protection Agency**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

5. A lock will be installed on the roof hatch of the Tank.
6. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank site.
7. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced.

**B. Mixing System Installation and Service.**

1. The Company shall install an active mixing system in the Tank. The particular unit that will be installed in the tank is a PAX, NSF approved, active mixing system along with its component parts.
3. The Company will annually inspect and service the active mixing system. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition.
4. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

**Article 2. Definition of Contract Year.** A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by Owner on April 17, 2007, Contract Year 1 for that contract would be April 1, 2007 to March 31, 2008, and Contract Year 2 for that contract would be April 1, 2008 to March 31, 2009 and so on.

**Article 3. Contract Price/Annual Fees.** The Tank shall receive an **exterior renovation, interior renovation, active mixing system install and repairs** prior to the end of **Contract Year 1**. The first **four (4)** annual fees shall be **\$135,667.00** per Contract Year. The annual fee for **Contract Year 5** and each subsequent annual fee shall be **\$24,037.00** per Contract Year; however, in **Contract Year 8** and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2007, Contract Year 1 for that contract would be April 1, 2007 to March 31, 2008, and Contract Year 2 for that contract would be April 1, 2008 to March 31, 2009 and so on.

**Article 4. Payment Terms.** The annual fee for **Contract Year 1**, plus all applicable taxes, shall be due and payable upon completion of the initial exterior and interior renovation. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter; however, beginning in **Contract Year 2**, the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly. (Note: Due to the length of time that it takes to perform the initial renovation project, it is possible that two (2) annual fees could fall within one budget year for the Owner). Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **four (4)** annual fees, the unpaid balance of the first **four (4)** annual fees shall be due and payable within thirty (30) days of the termination.

**Article 5. Structure of Tank.** The Company is accepting this Tank under program based upon its existing structure and components; however, the Owner hereby agrees that the Company's obligation to perform under this Contract is contingent upon the Owner performing or ensuring that the items on Schedule A are properly completed. Schedule A is attached hereto and incorporated herein by reference for all purposes. *Any modifications to the Tank, including, but not limited to antenna installations, shall be approved by Utility Service Co., Inc., prior to installation or modification and may warrant an increase in the annual fee.*

**Article 6. Environmental, Health, Safety, or Labor Requirements.**

**A. Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Tank site which cause an increase in the cost of Tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

**B. Prevailing Wages.** The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

**Article 7. Excluded Items:** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract, except for the initial renovation; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; or (9) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

**Article 8. Termination.** The Owner shall have the right to continue this Contract for an indefinite period of time providing Owner makes payment of each annual fee in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attn: Customer Service, P.O. Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners. Any termination is subject to the terms of Article 4 hereinbefore.

**Article 9. Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

**Article 10. Indemnification.** THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

**Article 11. Insurance.** The Company will provide the Owner with a current Certificate of Insurance evidencing its insurance coverage throughout the term of this Contract.

**Article 12. Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

**Article 13. Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

**Article 14. Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

**Article 15. Visual Inspection Disclaimer.** This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

**Article 16.** Schedule A and Schedule B shall be made a part of this Contract.



This Contract signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

OWNER:

**City of Franklin Park**

By: \_\_\_\_\_

Title: \_\_\_\_\_

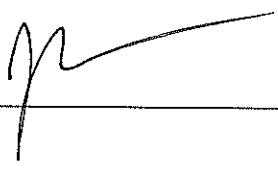
Print Name: \_\_\_\_\_

Witness \_\_\_\_\_

Seal:

COMPANY:

**Utility Service Co., Inc.**

By: \_\_\_\_\_ 

Title: **Vice President of Operations**

Print Name: **Jonathan Cato**

Witness *Regina Altun*

Seal:

## **SCHEDULE A**

### **Owner's Obligations**

1. Prior to the initial renovation of Tower in the first Contract Year, Owner shall have Wireless Tenant(s) remove all telecommunication installations from the Tower. After the initial renovation is completed, Owner shall have Wireless Tenant(s) retrofit all telecommunication with designs that are OSHA and AWWA compliant and Tower maintenance friendly, and the retrofitted design and installations shall include, but not be limited to:
  - a. No obstructions of exterior ladder system, including coaxial cable fastened to the ladder rails or coaxial cable obstructing access from the ladder to the balcony.
  - b. Install swing gate on rooftop corral and remove coax.
  
2. Owner shall have the trees cut back away from the tank to facilitate the containment system.

## SCHEDULE B

### Initial Scope of Work

#### Exterior

1. All exterior surfaces shall be abrasive blast cleaned to a "Commercial" finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6, until at least sixty-seven (67%) percent of each element of surface area is free of all visible residues.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A containment system shall be utilized to meet the emission control requirements of a Class 4A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated During Paint Removal Operations, dated December 1, 1997.
4. One (1) full primer coat of Tnemec Series 90-97 or equivalent zinc coating shall be applied to 100% of exterior surfaces at 2 to 3 mils.
5. One (1) full intermediate coat of Tnemec Series 66 epoxy or equivalent coating shall be applied to 100% of exterior surfaces at 2 to 4 mils.
6. One (1) full finish coat of Tnemec Series 72 urethane or equivalent coating shall be applied to 100% of exterior surfaces at 2 to 4 mils.
7. Install new logos.
8. Paint all concrete foundations.

## Interior

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish, until at least ninety-five (95%) percent of each element of surface area is free of all visible residues.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
  - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy or equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
  - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy or equivalent shall be applied to achieve a dry film thickness of 4 to 6 mils.
  - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
  - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tower shall be sealed and made ready for service.

## Repairs

1. Install Standard Ladder Gate
2. Install Frost Proof Roof Vent
3. Install Interior Ladder
4. Secure Dome Ladder
5. Install Riser Bolted Manway
6. Install Riser Grate
7. Repair Access Ladder
8. Install Round Roof Hatch
9. Install 20'-25' Rooftop Hand-Rail
10. Install a PAX Active Mixing System with All Controls and Components



Proposal From:

# Utility Service Co.

I N C O R P O R A T E D



www.utilityservice.com

P. O. Box 1350  
535 Courtney Hodges Blvd.

Perry, Georgia 31069

Phone: 800-223-3695 Fax: 478-987-2991

FAX SIGNED COPY TO:  
478-987-2991

Date August 2, 2011		SFID#:		CN:		SO:		Page No. <u>1</u> of <u>1</u>	
Proposal Submitted to <b>Village of Franklin Park, Illinois</b>				Attn <b>Joe Lauro</b>		Phone <b>847-671-8253</b>			
Address <b>9500 Belmont Avenue</b>				Job Name <b>T-Mobile – Wireless Drawing Review</b>					
City <b>Franklin Park</b>		State <b>IL</b>	Zip Code <b>60131</b>		Job Location <b>10801 Franklin Avenue</b>			County / Parish <b>Cook</b>	
Tank Name <b>Clearing Tank</b>		Tank Size & Style <b>250,000 gal. Elevated</b>			Est. Start Date <b>Upon Approval</b>		Submitted by <b>William Murfree</b>		

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following plan review.  
This Review identifies and comments upon potentially problematic design aspects for the tank structure.

*Review scope concurrent with OSHA, AWWA, and USC1 standards for water tanks.*

Drawing Review scope includes:

- Personnel and Rigging access** – we look for places where equipment placement or coax routing may interfere with safe and efficient access for future maintenance activity.
- Coating system accessibility** – All coax and antenna equipment and supports should provide a 6" minimum clearance from the coating system. Besides the 6" clearance, we also try to identify any other design elements which may prevent reasonable access to the coatings for future maintenance.
- Minimize unnecessary corrosion** – we identify areas where corrosion points may be unnecessarily created by differential metals, non-seal welded connections, water traps, penetrations into hermetically sealed components.
- Structural concerns** – we identify portions of the design that may cause concern for the structural integrity of the tank structure and its components. The review is to identify these points, but does not include actually analyzing the loading nor does it include a review of a structural analysis by others.

**Reporting of Review:** Upon completing the review, all drawing sheets containing redlined comments from the review will be scanned and returned to the customer via email. Unless specifically requested, this is the only reporting method for the findings of the review.

The scope of this review does not include or address the following issues:

- \*FAA/FCC regulations
- \*Aesthetic concerns
- \*Load Impact Analysis
- \*Determinants to future revenue generation
- \*Legal issues – such as right-of-ways or easements

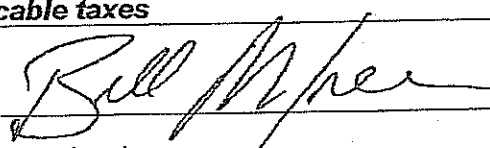
These areas are typically addressed via processes other than by the tank owner.

Please forward the drawings to Bill Murfree via email with a signed proposal or P O when ready to proceed with the review.

Note: Review process can potentially have a significant impact on the scope of work to be performed.  
It may be advisable to delay construction RFP's until after the drawing revisions are finalized.

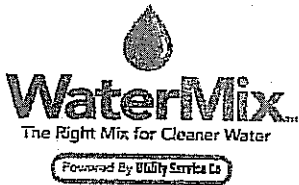
One Thousand and 00/100 dollars ( \$1,000.00 ).

Payment to be made as follows:  
**Payment in Full Upon Completion of Work – plus all applicable taxes**

<p>All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.</p>	<p>Authorized USC1 Signature </p>
	<p>Note: This proposal may be withdrawn by us if not accepted within <u>Sixty (60)</u> days</p>

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_



Proposal From:

# Utility Service Co.

I N C O R P O R A T E D



P. O. Box 1350  
535 Courtney Hodges Blvd.  
Perry, Georgia 31069

Phone: 800-223-3695 Fax: 478-987-2991

www.utilityservice.com

FAX SIGNED COPY TO:  
478-987-2991

Date August 2, 2011

CN:

SO:

Page No. 1 of 1

Proposal Submitted to <b>Village of Franklin Park, Illinois</b>			Attn <b>Joe Lauro</b>		Phone <b>847-671-8253</b>
Address <b>9500 Belmont Avenue</b>			Job Name <b>T-Mobile - Post Antennae Installation- Inspection</b>		
City <b>Franklin Park</b>	State <b>IL</b>	Zip Code <b>60131</b>	Job Location <b>10801 Franklin Avenue</b>		County / Parish <b>Cook</b>
Tank Name <b>Clearing Tank</b>		Tank Size & Style <b>250,000 gal. Elevated</b>	Est. Start Date <b>Upon Approval</b>		Submitted by <b>William Murfree</b>

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Upon request, a current certificate of insurance will be provided upon acceptance of proposal.

### T-MOBILE ANTENNAE INSTALLATION - POST INSTALLATION REPORTING

1. Dares shall be coordinated by both parties for the Owner to permit access to tank by the inspector.
2. This service will involve one visit to climb tower and report on the visible aspects of the installation.
3. This service is essentially a visual reporting that documents the placement and appearance of modifications to the tank structure.
4. The tank will not be rigged for this reporting. Access and reporting are limited by the tanks pre-existing appurtenances.
5. The Technician will provide a photographic report to illustrate the visible changes to the tank resulting from the antennae installation. (i.e. equipment & cable placement, visible effects of the installation and modifications to the tank structure).
6. Utility Service co., inc. does not test, report on, or accept responsibility for, the design or structural integrity of installation procedures used. (including, but not limited to) welding, cutting, reinforcing, bolting, or other means of attachment.
7. Utility Service Company's Site Management Agreements do offer more extensive indemnity & hold harmless protection. However this contract does not invoke those protections.

\*Subsequent visits and visual inspections to photograph and report on the progress or deficiencies of the wireless installation will be billed at \$600 per visual inspection

Please sign and date this proposal and return one copy to our office.

ONE THOUSAND AND 00/100 dollars ( \$1,600.00 )

Payment to be made as follows:

**Payment in Full Upon Completion of Work – plus all applicable taxes**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
USCI  
Signature

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Printed Name \_\_\_\_\_

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

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**ORDINANCE**

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

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**AN ORDINANCE APPROVING THE REDEVELOPMENT PLAN AND  
PROJECT FOR REDEVELOPMENT PROJECT AREA NO. 1 UNDER  
THE MILWAUKEE ROAD PLANNING AREA NO. 2 IN THE VILLAGE  
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

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Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 08/15/11  
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

FIRST ORDINANCE

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

**AN ORDINANCE APPROVING THE REDEVELOPMENT PLAN AND PROJECT FOR REDEVELOPMENT PROJECT AREA NO. 1 UNDER THE MILWAUKEE ROAD PLANNING AREA NO. 2 IN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

**WHEREAS**, the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") heretofore in Ordinance Number 1112-G-30 adopted and approved the Milwaukee Road Redevelopment Plan and Project for Redevelopment Planning Area No. 2 (the "*RPLA No. 2 Plan and Project*"), with respect to a public hearing held on June 20, 2011, and in Ordinance Number 1112-G-31 designated the Milwaukee Road Redevelopment Planning Area No. 2 (the "*RPLA No. 2*"); and

**WHEREAS**, pursuant to the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-10(p) at any time within the five (5) year life of the RPLA No. 2 the Village may designate any portion of the RPLA No. 2 as a redevelopment project area without making additional findings or complying with additional procedures required for the creation of a redevelopment project area; and

**WHEREAS**, the Village desires to implement tax increment financing pursuant to the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et. seq.*, (the "*Law*") for a portion of RPLA No. 2 through adoption of the proposed Village of Franklin Park, Cook County Milwaukee Road



Industrial RPLA No. 2 Redevelopment Project Area No. 1 Redevelopment Plan and Project (the “*RPA No. 1 Plan and Project*”) within the municipal boundaries of the Village Franklin Park, Illinois, and within the portion of the RPLA No. 2 to be designated as the Redevelopment Project Area No. 1 (the “*RPA No. 1*”), described in Exhibit A of this Ordinance, a copy of which is attached hereto and made a part hereof, which area constitutes in aggregate approximately thirty-eight (38) acres.

**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 RPA No. 1 Plan and Project is hereby adopted and approved. A copy of the RPA No. 1 Plan and Project is attached hereto as Exhibit B and made a part of this Ordinance.

**Section 3.** All Ordinances or parts of ordinances in conflict herewith are to the extent of such conflict, hereby repealed.

**Section 4.** If any provision, clause, sentence, paragraph, section, or part of this Ordinance or application thereof to any person, firm, corporation, public agency or circumstance, shall, for any reason, be adjudicated by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this Ordinance and the application of such provision to other person, firms, corporation, or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, or

circumstances involved. It is hereby declared to be the legislative intent of the Corporate Authorities that this Ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

**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 August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of August 2011.

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

ATTEST:

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

Exhibit A

*RPA No. 1*



CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065



**REDEVELOPMENT PROJECT AREA NO. 1  
(FOR REDEVELOPMENT PLANNING AREA NO. 2)**

THAT PART OF THE SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 20 , WHICH IS 1646.75 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION, ALSO BEING THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF WAVELAND AVENUE; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO A POINT ON A LINE 217.95 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER, ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT NUMBER 16685493; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE ARC OF A CIRCLE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE TO THE LEFT HAVING A RADIUS OF 3149.0 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH ALONG THE LAST DESCRIBED WEST LINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, SAID POINT BEING 346 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE INTERSECTION WITH THE EAST LINE OF THE PARCEL TWO AS CONVEYED IN DEED RECORDED AS DOCUMENT NUMBER 0603847008, SAID LINE BEING THE ARC OF A CIRCLE TO THE LEFT, HAVING A RADIUS OF 468.34 FEET; THENCE

SOUTHEASTERLY ALONG SAID EAST LINE 298.19 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 89.85 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2, SAID POINT ALSO BEING 1200.21 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF WAVELAND AVENUE AS DEDICATED NOVEMBER 27, 1968 PER DOCUMENT 20689487 AND 375.42 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF THE EAST LINE OF SAID SECTION 20; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL 2, SAID LINE BEING THE ARC OF A CIRCLE TO THE RIGHT, HAVING A RADIUS OF 488.34 FEET AND AN ARC DISTANCE OF 187.59 FEET TO A POINT BEING 1024.85 FEET (AS MEASURE AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF SAID WAVELAND AVENUE AND ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN CILIA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 1987 AS DOCUMENT 87524391; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 6.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO A KINK POINT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF LOT E IN THE MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959, AS DOCUMENT 17433952; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION TO THE WESTERLY MOST CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 9 OF SAID SUBDIVISION TO THE SOUTH LINE OF LOT D OF SAID SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF VACATED WAVELAND AVENUE PER DOCUMENT 0425739093; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE SOUTHEASTERLY LINE OF PROPERTY CONVEYED TO NATIONAL TEA COMPANY BY DEEDS RECORDED AS DOCUMENTS 19981211 AND 19992235, BEING A LINE 6.30 FEET (AS MEASURED AT RIGHT ANGLES) NORTHWESTERLY OF AND PARALLEL WITH THE

NORTHWESTERLY LINE OF SAID LOTS 9 AND D IN SAID MILWAUKEE ROADS SUBDIVISION;  
THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO THE  
SOUTHERLY MOST CORNER OF SAID NATIONAL TEA COMPANY PROPERTY CONVEYED BY  
DOCUMENT 19992235; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF  
SAID PROPERTY CONVEYED BY DOCUMENT 19992235; THENCE NORTHEASTERLY ALONG THE  
NORTHWESTERLY LINE OF PROPERTY CONVEYED BY DEEDS RECORDED AS SAID DOCUMENT  
19981211 AND DOCUMENT 19992235 TO A POINT ON THE SOUTH LINE OF CENTERPOINT  
**O'HARE – SOUTH**, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2008 AS  
DOCUMENT 0822018090; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE  
**SOUTHEAST CORNER OF LOT 2 OF SAID CENTERPOINT O'HARE –SOUTH**, SAID POINT ALSO  
BEING A POINT ON A LINE 1813.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF  
SAID NORTHEAST QUARTER OF SECTION 20, AND ALSO BEING THE WEST LINE OF  
CENTRELLA STREET AS DEDICATED AUGUST 5, 1983, PER DOCUMENT 26720568; THENCE  
SOUTHERLY ALONG A LAST DESCRIBED PARALLEL LINE TO A POINT ON THE  
NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT  
19981211, SAID LINE ALSO BEING THE SOUTHWESTERLY LINE OF SAID CENTRELLA STREET;  
THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE  
NORTHERLY LINE OF SAID WAVELAND AVENUE AS DEDICATED PER SAID DOCUMENT  
20689487; THENCE NORTHEASTERLY AND EASTERLY ALONG THE LAST DESCRIBED  
NORTHERLY LINE TO A POINT ON THE WEST LINE OF THE EAST 843.50 FEET OF SAID  
NORTHEAST QUARTER, ALSO BEING THE WEST LINE CARNATION STREET AS DEDICATED PER  
SAID DOCUMENT 20689487 SAID POINT BEING 1577.95 FEET SOUTH OF THE NORTH LINE OF  
SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE LAST DESCRIBED WEST LINE 20.00  
FEET TO THE NORTH LINE OF SAID WAVELAND AVENUE; ALSO BEING THE NORTH LINE OF  
SAID LOT D; THENCE EAST ALONG THE LAST DESCRIBED LINE 60.00 FEET TO A POINT ON

THE EAST LINE OF SAID CARNATION STREET THENCE SOUTH 20.00 FEET TO A POINT ON A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF LOT D, ALSO BEING THE NORTH LINE OF SAID WAVELAND AVENUE; THENCE EAST ALONG THE LAST DESCRIBED LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT B OF SAID MILWAUKEE ROADS SUBDIVISION; THENCE NORTH 20.00 FEET ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID LOT D, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT B; THENCE EAST 18.50 FEET, ALONG THE NORTH LINE OF SAID LOT D TO THE SOUTHEAST CORNER OF SAID LOT B; THENCE SOUTH 20.00 FEET ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT B, TO A POINT ON A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT D, ALSO BEING THE NORTH LINE OF SAID WAVELAND AVENUE; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE EAST LINE OF SAID SECTION 20; THENCE SOUTH ALONG SAID EAST LINE 80.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING PARCEL AS DESCRIBED PER DEED RECORDED AS DOCUMENT NO. 97091605:

THAT PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SECTION 20 , WHICH IS 1646.75 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION, AND RUNNING THENCE WEST ALONG A STRAIGHT LINE, PERPENDICULAR TO SAID EAST SECTION LINE WHICH STRAIGHT AND PERPENDICULAR LINE IS THE SOUTH LINE OF A PRIVATE STREET KNOWN AS WAVELAND AVENUE, A DISTANCE OF 455.43 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG SAID STRAIGHT AND PERPENDICULAR LINE AND ALONG THE SOUTH LINE OF



WAVELAND AVENUE, A DISTANCE OF 328.07 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 783.50 FEET OF SAID SECTION 20; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 783.50 FEET OF SECTION 20 (WHICH WEST LINE IS THE EAST LINE OF A PRIVATE STREET KNOWN AS CARNATION STREET) A DISTANCE OF 515.38 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF WAVELAND AVENUE A DISTANCE OF 339.15 FEET TO ITS INTERSECTION WITH A STRAIGHT LINE EXTENDING NORTH FROM A POINT WHICH IS 1023.49 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE SOUTH LINE OF WAVELAND AVENUE AND 444.82 FEET (MEASURED PERPENDICULARLY) WEST FROM THE EAST LINE OF SAID SECTION 20, TO A POINT WHICH IS 115 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE SOUTH LINE OF SAID WAVELAND AVENUE AND 444.00 FEET (MEASURED PERPENDICULARLY) WEST FROM THE EAST LINE OF SAID SECTION 20; THENCE NORTH ALONG THE STRAIGHT LINE A DISTANCE OF 400.36 FEET TO SAID POINT WHICH IS 115 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE SOUTH LINE OF WAVELAND AVENUE AND THENCE NORTHWESTERLY A DISTANCE OF 115.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PREPARED BY: SPACECO, Inc.  
DATED: August 5, 2011

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Exhibit B

*RPA No. 1 Plan and Project*

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**VILLAGE OF FRANKLIN PARK**

**Milwaukee Road Industrial RPLA No. 2  
Redevelopment Project Area No. 1**

**REDEVELOPMENT PLAN AND PROJECT**

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Prepared For:

Village of Franklin Park, Illinois

Prepared By:

Kane, McKenna and Associates, Inc.

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August 2011

**Proposed Milwaukee Road Industrial  
Redevelopment Planning Area No. 2  
Redevelopment Project Area No. 1**

**Redevelopment Plan and Project**

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Redevelopment Project Area No. 1 Boundary Map  
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## I. INTRODUCTION

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### A. Proposed Milwaukee Road Industrial Redevelopment Planning Area No. 2/Redevelopment Project Area No. 1

In this report, the Village of Franklin Park (the "Village") proposes the establishment of Redevelopment Project Area No. 1 ("the Redevelopment Project Area No. 1" or "Redevelopment Project Area") within the Milwaukee Road Industrial Redevelopment Planning Area No. 2 ("RPLA No. 2"). The proposed RPLA No. 2 is generally located in the northwestern section of the Village of Franklin Park (the "Village"), adjacent to O'Hare International Airport. The Redevelopment Project Area No. 1 (the "Redevelopment Project Area No. 1" or the "RPA No. 1") is contained entirely within RPLA No. 2. Properties are west of Mannheim Road, the major north/south street within the planning area. Major east/west streets include Seymour Avenue and Waveland Avenue.

The RPA No. 1 consists of approximately twenty-four (24) parcels of land that is principally made up of a existing industrial-related. Redevelopment Project Area No. 1 within RPLA No. 2 contains parcels fronting Mannheim Road. (See Appendix 1 for a map of RPA No. 1) The objective for the Redevelopment Project Area would be to retain existing uses, with emphasis on industrial and mixed industrial/commercial business retention and expansion, as well as complementary rights-of-way improvements

The previously adopted Redevelopment Plan and Project for RPLA No 2 (the "RPLA Plan and Project No. 2") is intended to serve as a mechanism for the Village to redevelop the entire RPLA No. 2 through the creation of individual sub-areas that will each be designated as specific Redevelopment Project Areas, including Redevelopment Project Area No. 1 herein. The utilization of this redevelopment mechanism is a device permitted pursuant to the Industrial Jobs Recovery Law, Section 65, ILCS 5/11-74.6-10(p) (the "Law"). Pursuant to that Section, a "Redevelopment Planning Area" means:

"...an area so designated by a municipality after the municipality has complied with all the findings and procedures required to establish a Redevelopment Project Area, including the existence of conditions that qualify the area as an industrial park conservation area, or an environmentally contaminated area, or a vacant industrial buildings conservation area, or a combination of these types of areas, and adopted a redevelopment plan and project for the planning area and its included Redevelopment Project Areas. The area shall not be designated as a redevelopment planning area for more than 5 years. At any time in the 5 years following that designation of the redevelopment planning area, the municipality may designate the

redevelopment planning area, or any portion of the redevelopment area, as a Redevelopment Project Area without making additional findings or complying with additional procedures required for the creation of a Redevelopment Project Area. An amendment of a redevelopment plan and project in accordance with the findings and procedures of this Act after the designation of a redevelopment planning area at any time within the 5 years after the designation of the redevelopment planning area shall not require new qualification of the findings for the Redevelopment Project Area to be designated within the redevelopment planning area.”

The Village views the use of this application of the Law for the designation of the Redevelopment Project Area No. 1 as an important response to the decline in manufacturing, employment and income the community has suffered over the last several years. Both the RPLA No. 2 and the Redevelopment Project Area No. 1 as a whole has been burdened by inadequate public infrastructure (i.e. sewer, water, roads, etc.), which has in turn limited the marketability of property within the area and has led to a lack of the private sector investment and development that is needed to reverse this decline.

The Village believes that the Redevelopment Project Area No. 1 is strategically important to its efforts to attract private sector investment, and that such efforts will only be made possible by an economic development project that will be regional in scope. Such a program must balance the capability of generating substantial financial resources (to induce private sector investment) with the flexibility for the Village to formulate strategic public-private sector partnerships rapidly and efficiently so that opportunities to increase employment and tax base are not lost. The Village proposes to employ the resources made possible by the creation of the RPLA No. 2, as well as the subsequent establishment of the Redevelopment Project Area No. 1 herein, to accomplish these important goals.

## **B. Village of Franklin Park**

The Village of Franklin Park (the “Village”) is a suburban municipality located in western Cook County, Illinois, serving a population of over 19,000 citizens. It is an established community located approximately twelve (12) miles northwest of the City of Chicago’s “Loop” and is adjacent to O’Hare International Airport.

The Village of Franklin Park was incorporated in 1892. The municipality developed from a rural village into an industry-supported community of over 17,000 by 1980. Leveraging the strength of the railroad, the Village has historically been a major industrial community producing thousands of manufacturing jobs. The total population peaked in the mid-1970 at over 20,000, and dropped modestly to 19,434 as of the 2000 Census. Since the 1970s, overall

growth within this community has slowed, leading local officials to focus attention on previously developed areas where problems exist and where redevelopment efforts may be warranted.

The Village has a number of important assets, including both its central location within the Chicago region and proximity to transportation facilities. The Village is situated by O'Hare Airport, the Tri-State Tollway (I-294), and railroad marshaling yards. The Village also contains a regional forest preserve and the Des Plaines River runs through it.

The Village lies adjacent to the municipalities of Bensenville on the west, Schiller Park on the north, River Grove to the east and Northlake, Melrose Park and Stone Park to the south.

The central location of RPLA No. 2 and the Redevelopment Project Area No. 1 position it well for the movement of goods and services throughout the United States and North America. In addition to the multi-modal network of transportation assets (air, rail and surface transit), it has a network of private sector businesses with the experience and market access to take advantage of the regional and infrastructure advantages. Furthermore, it has access to the greater Chicago labor market for the staffing necessary for industrial and warehouse production.

The RPLA No. 2 and RPA No. 1 incorporate a portion of the Village that represents one of its oldest industrial areas. This means that the area also is served by an aged public infrastructure system that is not suited to serve significant new industrial developments, and is a barrier to the Village's ability to retain industrial businesses currently in the area.

The Village has determined that it cannot proceed with its plans to promote the target area for private sector redevelopment without the public financing made possible by the designation of the parcels as a Redevelopment Project Area No. 1 under the Industrial Jobs Recovery Law. The Village believes that barriers to successful development of the property, that include relatively high site development and public infrastructure costs, will be partially addressed through the designation. Furthermore, Redevelopment Project Area No. 1 designation will address the potentially high Cook County tax structure (with a proportionately and traditionally higher tax burden for non-residential uses). Redevelopment Project Area formation will provide the Village with an opportunity to assist the private sector in overcoming both high development and ongoing operating costs associated with higher taxes, through potential tax increment financing offsets to site development and other initial capital related costs.

The Village encourages controlled growth of the community guided by the Village's Comprehensive Plan (the Village's strategic land use plan). The Village wishes to actively



promote itself as a location for industrial enterprises on a regional scale. The Village believes that the attraction of such enterprises and formalization of public-private partnerships will serve to enhance and diversify both the job and the tax base of the community. This is considered critical since an enhanced tax base enables the Village to expand and improve services without weakening the Village's fiscal condition.

In order to facilitate such development and redevelopment, the Village intends to implement a comprehensive economic development strategy to both attract and retain industrial-related businesses for the Redevelopment Project Area No. 1 within RPLA No. 2. However, development of the Redevelopment Project Area No 1 is only viable given certain property assembly, provision of necessary upgrades of infrastructure and upgraded road access to existing improvements. To promote development, the Village has planned for the use of a series of interconnecting Redevelopment Project Areas (including Redevelopment Project Area No. 1), all to be located within the RPLA No. 2.

The Village proposes to designate the Redevelopment Project Area No. 1 pursuant to the Illinois Jobs Recovery Law, as defined herein. The Redevelopment Project Area No. 1 has not been subject to growth and development through private enterprise and is not reasonably anticipated to be redeveloped without the adoption of a redevelopment plan and the use of public financing for such purposes as infrastructure improvements, job training, land acquisition and interest cost write down. The Village has prepared this redevelopment plan and project (the "RPA No. 1 Plan and Project") to promote the use of tax increment financing in order to reach its goal of increased industrial development within the Village.

It is anticipated that the establishment of Redevelopment Project Area No. 1 will help to both create and fill a market need for industrial space in the Village. Anticipated industrial users include, but are not limited to, firms engaged in distribution, packaging and repackaging, manufacturing, and warehousing of products for regional, national and international marketplace. The Redevelopment Project Area No. 1 will ultimately include modern and/or retrofitted structures that will serve the needs of industrial-related businesses in an efficient, cost-effective manner in conformance with the economic development goals and objectives of the Village of Franklin Park.

Under this RPA No. 1 Plan and Project, the Village will serve as the central force for marshaling the assets and energies of the private sector for a unified, cooperative public-private redevelopment effort. Ultimately, the implementation of the RPA No. 1 Plan and Project will benefit the Village and all the taxing districts which encompass Redevelopment Project Area No. 1 by significantly expanding the tax base, retaining existing businesses, and creating new employment opportunities as a result of new private development. The Village has identified existing businesses and property owners that it intends to partner with in

order to implement the goals and objectives for the Redevelopment Project Area No. 1 and wishes to proceed expeditiously with the redevelopment effort.

### **C. The Designation of the Franklin Park Milwaukee Road Industrial Redevelopment Planning Area**

The Village has qualified the entire RPLA No. 2 as an Industrial Park Conservation Area under the Law. The Village seeks to qualify each of the sub-areas (Redevelopment Project Areas) separately in the manner pursuant to the Law, including Redevelopment Project Area No. 1 herein. Accordingly, Redevelopment Project Area No. 1 is effectively “pre-qualified” under this standard in the Law, allowing the Village to designate any or all such sub-areas as TIF Districts at any time within a 5-year period. Section 65 ILCS 5/11-74.6-10)(e) defines an Industrial Park Conservation Area (an “IPCA”) as follows:

“...an area within the boundaries of a Redevelopment Project Area located within the corporate limits of municipality or within 1 ½ miles of the corporate limits of a municipality if the area is to be annexed to the municipality, if the area is zoned as industrial no later than the date on which the municipality by ordinance designates the Redevelopment Project Area, and if the area includes improved or vacant land suitable for use as an industrial park or a research park, or both. To be designated as an industrial park conservation area, the area shall also satisfy one of the following standards:

(1) Standard One: The municipality must be a labor surplus municipality and the area must be served by adequate public and/or road transportation for access by the unemployed and for the movement of goods or materials and the Redevelopment Project Area shall contain no more than 2% of the most recently ascertained equalized assessed value of all taxable real properties within the corporate limits of the municipality after adjustment for all annexations associated with the establishment of the Redevelopment Project Area or be located in the vicinity of a waste disposal site or other waste facility. The project plan shall include a plan for and shall establish a marketing program to attract appropriate businesses to the proposed industrial park conservation area and shall include an adequate plan for financing and construction of the necessary infrastructure. No redevelopment projects may be authorized by the municipality under Standard One of subsection (e) of this Section unless the project plan also provides for an employment training project that would prepare unemployed workers for work in the industrial park conservation area, and the project has been approved by official action of or is to be operated by the local community college district, public school district or state or locally designated private industry council or successor agency, or

(2) Standard Two: The municipality must be a substantial labor surplus municipality and the area must be served by adequate public and or road transportation for access by the unemployed and for the movement of goods or materials and the Redevelopment Project Area shall contain no more than 2% of the most recently ascertained equalized assessed value of all taxable real properties within the corporate limits of the municipality after adjustment for all annexations associated with the establishment of the Redevelopment Project Area. No redevelopment projects may be authorized by the municipality under Standard Two of subsection (e) of this Section unless the project plan also provides for an employment training project that would prepare unemployed workers for work in the industrial park conservation area, and the project has been approved by official action of or is to be operated by the local community college district, public school district or state or locally designated private industry council or successor agency.”

The RPLA No. 2, and each subsequent Redevelopment Project Area including Redevelopment Project Area No. 1, will be qualified herein for designation under Standard Two above because the Village is a substantial labor surplus municipality, and will meet all of the conditions set by the Law for the designation of each of the proposed Redevelopment Project Areas.

#### **D. Findings Pursuant to the Law**

The Village makes the following findings as required by the Law:

1. Neither RPLA No. 2 nor the subsidiary Redevelopment Project Area No. 1 has been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed in accordance with the Village's goals and objectives without the adoption of this Plan.
2. The RPA No. 1 Plan and Project conforms to the Village's Comprehensive Plan that serves as a guide for growth and development within the Village.
3. The implementation of the Plan is reasonably expected to create or retain a significant number of permanent full-time jobs.
4. The estimated date of completion of the redevelopment project and retirement of obligations incurred to finance redevelopment project costs will not be later than December 31 of the year in which the payment to the municipal treasurer is to be made with respect to

ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving the redevelopment project area is adopted.

5. The Village is a Substantial Labor Surplus Municipality, as defined in the Law, and the implementation of the Plan is reasonably expected to create a significant number of permanent full-time jobs. The facilities to be developed in Redevelopment Project Area No. 1 will significantly enhance the tax base of the taxing districts that extend into the Redevelopment Project Area.

Additionally, no single Redevelopment Project Area to be established in connection with the RPLA No. 2, including Redevelopment Project Area No.1 herein, shall have an equalized assessed valuation in excess of 2% of the equalized assessed value of all taxable properties within the corporate limits of the Village, net of adjustments for any annexed areas that may be associated with any particular Redevelopment Project Area.

**II. LEGAL DESCRIPTION**

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The Redevelopment Planning Area legal description is attached in Appendix 2.

### III. RESTATEMENT OF EVIDENCE THAT THE RPLA No. 2 HAS NOT BEEN SUBJECT TO GROWTH THROUGH PRIVATE INVESTMENT

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Redevelopment Project Area No. 1 is composed primarily of older industrial properties, as well as parcels that have failed to attract new development and new industrial occupants. The Redevelopment Project Area as a whole has not been subject to growth and investment through private enterprise. Indeed, this area has seen significant industrial employment declines over the past several years, and has become an economic burden to the Village and a hindrance to potential healthy growth of the community.

Although the area encompassed by Redevelopment Project Area No. 1 was once the source of substantial property tax revenues to the Village and other overlapping taxing district authorities, it has not produced substantial, consistent growth in revenues to the taxing districts over the last five years. No viable redevelopment plans for the RPA No. 1 have to-date been submitted to the Village for the RPA No. 1's redevelopment. The result has been an overall decline in employment within the RPA No. 1, which has prompted the Village to seek redevelopment strategies for industrial-related uses, backed by a Village effort to attract private investment through implementation of a comprehensive redevelopment program.

#### IV. ASSESSMENT OF ANY FINANCIAL IMPACT OR INCREASED DEMAND FOR SERVICES FROM ANY TAXING DISTRICT

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There are nine (9) taxing districts that overlap Redevelopment Project Area No. 1. They include:

- Cook County
- Metropolitan Water Reclamation District
- Cook County Forest Preserve
- Leyden Township
- Village of Franklin Park
- School District No. 83
- High School District No. 212
- Triton Community College District No. 504
- Park District of Franklin Park

The industrial character of the development planned for the Redevelopment Project Area No. 1 is expected to have no direct fiscal impact on most of the overlapping districts, with the exception of the Village. Indirectly, there may be a positive financial impact upon taxing districts providing job training assistance to potential Training Program participants (refer to Section IX of this report).

No residential growth will be contained within the Redevelopment Project Area No. 1. Consequently, the development leveraged through the Redevelopment Project Area No.1 will not result in increased enrollment in local school districts. This is largely because employment opportunities are expected to be absorbed by either existing area residents, or by new residents who will demand new housing that will add to the community's existing tax base. In this way, the Redevelopment Project Area No 1 will help address the problem of the area's surplus labor condition.

Any appropriate improvements to public infrastructure adjacent to or within Redevelopment Project Area No. 1 will be financed as part of the projects generated by economic development.

## V. REDEVELOPMENT PLANNING AREA GOALS AND OBJECTIVES

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The following goals and objectives are presented for the RPLA No. 2 as well as Redevelopment Project Area No. 1, in accordance with the Village's Comprehensive Plan that serves as a guide for growth and development of the Village. Such goals and objectives may be supplemented by future planning studies, economic development studies, traffic studies or site reports that are undertaken by the Village or by development entities on behalf of the Village.

### A. General Goals

1. To provide for implementation of an economic development plan and strategy that benefits the Village and its residents.
2. To provide public infrastructure improvements where necessary to support and spur industrial development.
3. To encourage positive and feasible redevelopment of any vacant sites and/or underutilized sites with a business base designed to provide a diverse range of goods and services to the national and international marketplaces.
4. To stabilize, diversify and strengthen the industrial property tax base of the Village.
5. To reduce the high level of unemployment in the Village.
6. To coordinate all development within the RPLA No. 2 and subsidiary Redevelopment Project Areas in a comprehensive manner, avoiding land use conflicts and negative impacts upon the surrounding area uses.
7. To provide training and development to employees and employers to enable them to better market their goods and services and compete in the regional, national, and global economy.
8. To create a cooperative environment between the Village and existing and prospective businesses as a means to promote development and redevelopment of the Franklin Park community.



## **B. Specific Objectives**

1. To encourage timely development and/or redevelopment of the land located within the RPLA No. 2 and subsidiary Redevelopment Project Areas.
2. To address the substantially high level of Village unemployment through the creation of jobs and job training located within the RPLA No. 2 and underlying Redevelopment Project Area(s).
3. To upgrade a blighted (and any environmentally contaminated) property within the community and place that property back as a productive contributor to the tax base.
4. To provide infrastructure improvements (including water and sewer lines, road construction, and telecommunications) necessary for the coordinated development of industrial and industrial-related properties located within the RPLA No. 2 and Redevelopment Project Area(s).
5. To provide competitive and affordable industrial and industrial related facilities for users and tenants of industrial park areas.
6. To address the need for utility services and other requirements specific to the redevelopment of the Redevelopment Project Area.
7. To counteract the industrial marketing disadvantages to the community connected to a relatively high tax structure in Cook County.
8. To capitalize on the region's central location to national markets, and to utilize major transit assets such as O'Hare International Airport, surface roads, and rail services as a means to open up regional, national, and global market opportunities for the Franklin Park business community.

## **C. Redevelopment Objectives**

The purpose of the RPLA No. 2 designation was to allow the Village to subsequently designate Redevelopment Project Areas that will allow the Village to:

1. Assist in coordinating development and redevelopment activities within the RPLA No. 2 and subsidiary Redevelopment Project Areas in order to enhance the market position of this area and surrounding areas;

2. Reduce the high level of unemployment within the Village;
3. Accomplish redevelopment over a reasonable time period;
4. Provide for high quality development within RPLA No. 2 and subsidiary Redevelopment Project Areas; and
5. Provide for an attractive overall appearance of the area.

The redevelopment of the RPLA No. 2 and subsidiary Redevelopment Project Areas will contribute to the overall economic development of the Village. Specifically job creation associated with the RPLA No. 2 and Redevelopment Project Area No. 1 herein will provide new employment opportunities for western Cook County residents, including Village residents.

The foregoing objectives may be supplemented by findings of prospective reports or studies undertaken, from time to time, by the Village or by development entities selected by the Village.

## VI. RESTATEMENT OF INDUSTRIAL PARK CONSERVATION AREA CONDITIONS EXISTING IN THE REDEVELOPMENT PLANNING AREA

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The RPLA No. 2 has been qualified as an Industrial Park Conservation Area (IPCA) as defined in the Law. Under the Law, the findings herein also apply to any and all Redevelopment Project Areas that the Village may elect to institute within RPLA No. 2 under IJRL authority granted to the Village. Therefore, these findings by the Village apply to Redevelopment Project Area No. 1 and are also incorporated into this RPA No. 1 Plan and Project.

Under the Law, the Village is not required to, nor does it intend to, update these findings in connection to the establishment of this or future RPA designations.

The RPLA No. 2 has met the following IPCA criteria:

A. The Village is a Substantial Labor Surplus Municipality, as defined in the Law, since the 5-year average unemployment rate for the Village exceeds the State of Illinois annual unemployment rate for the same 5-year period by over 2%.

### Exhibit 1

#### Labor Surplus Statistics

Area	Year	Rate
State of Illinois	2010	10.3%
	2009	10.0
	2008	6.4
	2007	5.1
	2006	4.6
<b>State of Illinois 5-Year Average</b>		<b>7.3%</b>
Village of Franklin Park	2010	14.1%
	2009	13.7
	2008	8.6
	2007	6.9
	2006	6.1
<b>Village of Franklin Park 5-Year Average</b>		<b>9.9%</b>
<b>Difference in 5-Year Average</b>		<b>2.6%</b>

Source: Illinois Department of Employment Security.

B. The RPLA No. 2 and subsidiary Redevelopment Project Areas are either principally zoned for industrial use or will be so zoned at the time of designation of each individual Redevelopment Project Areas.

C. The RPLA No. 2 and subsidiary Redevelopment Project Areas is served by adequate road transportation to provide access by the unemployed, and for the movement of goods or materials.

D. No single Redevelopment Project Area within the RPLA No. 2 will contain more than 2% of the most recent equalized assessed value of all taxable real properties within the corporate limits of the Village at the time such a Redevelopment Project Area is formally designated by the Village.

E. The RPA No 1 Plan and Project provides for an employment-training project that would prepare unemployed workers for work within the RPLA No. 2 and subsidiary Redevelopment Project Areas. This training project is described in Section IX of the Plan.

## VII. PROJECT BACKGROUND AND PLANS

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### A. Developers of the Project for RPLA No. 1

The Village contemplates entering into a redevelopment agreement, or redevelopment agreements, in order to meet the redevelopment objectives of Redevelopment Project Area No. 1. As of the date of the adoption of this RPA No. 1 Plan and Project the Village had not entered into any redevelopment agreements but anticipates working with existing businesses and property owners upon adoption in order to implement the goals and objectives of the RPA No. 1 Plan and Project in a manner that will result in the initiation and implementation of such redevelopment agreements.

### B. Users and Tenants of the Project and Types of Structures and Facilities to be Developed

The Village of Franklin Park's Milwaukee Road Industrial Redevelopment Planning Area No. 1 is designed to promote the retention and expansion of industrial-related land uses, with particular emphasis on marketing the area as the center for industrial business in the Franklin Park trade area. Additionally, the Village will assist private sector businesses in securing occupants for vacant or underutilized buildings within the area. Types of structures and facilities to be developed include manufacturing, distribution, warehouse, airport-related facilities, as well as ancillary infrastructure support (e.g., underground utilities, telecommunications, water, sanitary, storm, electric, gas, roadways, and site preparation).

Users and tenants of the project(s) to be developed include, but are not limited to the following: manufacturing and technology facilities, international freight carriers and freight forwarders, distribution and third-party logistics providers, just-in-time fulfillment centers, service parts repair centers, and packaging and repackaging centers.

### C. Plan to Finance Infrastructure to Support the Project

Development of the project(s) for RPLA No. 2 and subsidiary Redevelopment Project Areas requires extensive redevelopment expenditures for infrastructure and site preparation. In addition to complementary private investment, the primary sources of revenues to support the redevelopment expenditures shall be the incremental revenues generated from redevelopment projects within the Redevelopment Project Area(s).

#### **D. Number and Type of Employees**

The structures located or to be located in the Redevelopment Project Area will accommodate manufacturing, distribution, warehouse and airport-related facilities which are projected to employ Village and other western Cook County residents.

The types of users that will locate within the Redevelopment Project Area will employ persons in a wide range of occupations such as managerial and professional, distribution and handling, and laborers, as well as administrative support, and accounting and finance. Employment opportunities in this broad range of occupations are well suited to the labor force of the Village and the surrounding region.

Per the IJRL, Redevelopment Project Area No. 1 is reasonably expected to create a significant number of full-time jobs in connection with the occupancy of new manufacturing/warehouse facilities. Over the life of the RPLA, it is estimated that at least 800 jobs will be created upon full redevelopment of the RPLA, assuming total capacity is achieved.

Additional jobs would be created during the construction of new facilities and public infrastructure.

## VIII. REDEVELOPMENT PROJECT FOR THE RPLA No. 2

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### A. Redevelopment No. 1 Plan and Project Objectives

The Village proposes to realize its goals and objectives of encouraging the development of the Redevelopment Project Area No. 1, and promoting private investment in industrial redevelopment projects through public finance techniques. Such techniques include, but are not limited to, tax increment financing for one or more contiguous Redevelopment Project Areas. The Village proposes to undertake a phased overall redevelopment project consisting of industrial and industrial-related uses within several Redevelopment Project Areas adopted over the next five-year period. The Village's objectives would be served through the following:

1. By improving public facilities that may include:
  - i. Street improvements
  - ii. Utility improvements (including water, storm water management, sanitary sewer improvements, and storm water detention facilities, if necessary)
  - iii. Landscaping or streetscaping
  - iv. Signalization, traffic control and lighting
  - v. Pedestrian improvements
2. By entering into redevelopment agreements with various developers, or businesses within the Redevelopment Project Area, including provisions for property acquisitions.
3. By assisting with site improvements including necessary site preparation, clearance and grading of the Redevelopment Project Area(s).
4. By utilizing interest cost write-downs pursuant to provisions of the Law.
5. By exercising other powers set forth in the Law, as the Village deems necessary.
6. By providing job training for community residents.
7. By providing job training assistance to employers located within the Redevelopment Project Areas.

## **B. Redevelopment Activities**

Pursuant to the foregoing objectives, the Village, under a series of public-private partnership initiatives, will implement a coordinated program of actions, including, but not limited to, land acquisition, site preparation, infrastructure improvements and upgrades, and provision of public improvements, where required.

### **1. Public Improvements**

In accordance with estimates of tax increment and other available resources, the Village may provide public improvements within or without the Redevelopment Project Areas to enhance the immediate area as a whole, to support the RPA No. 1 Project and the Plan, and to serve the needs of community residents. Appropriate public improvements may include, but are not limited to:

- Construction of new streets, sidewalks, turning lanes, traffic signals, curb and gutters, and pedestrian-ways;
- Improvements of public utilities including construction of sanitary sewer and storm sewer, detention ponds, wetlands mitigation, signalization improvements, and streetlighting; and
- Construction of public buildings required to provide municipal services in the Redevelopment Project Areas.

The Village may determine at a later date that certain improvements are no longer needed or appropriate, or may add new improvements to the list. The type of public improvement and cost for each item is subject to Village approval and to the execution of redevelopment agreements for any proposed project in a form acceptable to the Village.

### **2. Site Preparation**

The Plan contemplates site preparation (including demolition and removal of structures and environmental remediation) or other requirements necessary to prepare sites within Redevelopment Project Area No. 1 for either redevelopment of existing or new uses. The above will serve to enhance site preparation for the implementation of the Project.



### 3. Interest Cost Write-Down

Pursuant to the Law, the Village may allocate a portion of incremental tax revenues to reduce the interest cost incurred in connection with redevelopment activities, enhancing the redevelopment potential of Redevelopment Project Area No. 1.

### 4. Job Training

Pursuant to the Law, the Village and/or other training providers, may develop and/or participate in job training programs in conjunction with the redevelopment efforts.

### 5. Taxing District Capital Costs

The Village may enter into written agreements with overlapping taxing districts to pay capital costs resulting from the redevelopment of Redevelopment Project Area No. 1.

### 6. Land Acquisition

The Village may seek to acquire property within each designated Redevelopment Project Area in furtherance of the Plan and Project for the entire RPLA No. 2.

## C. General Land Use Plan

Existing land uses in Redevelopment Project Area No. 1 are primarily industrial-related uses as well as vacant parcels zoned for industrial use. These parcels constitute approximately thirty-eight acres. Future land uses as contemplated by the Village's Comprehensive Plan is for industrial uses.

The Project shall be subject to the provisions of the Village's building, zoning, public works, and other regulatory ordinances as may be amended from time to time. The proposed general land uses will reasonably conform to the Village's Comprehensive Plan and general priorities for the continued growth and development of the Village.

## D. Estimated Redevelopment Project Costs

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, as provided in the Law, and any such costs incidental to this RPA No. 1 Plan and Project. Private investments, which supplement "Redevelopment Project Costs", are expected to substantially exceed such redevelopment

project costs. Eligible costs permitted, though not required, under the Law that may be pertinent to this Redevelopment Plan and Project No. 1 is as follows:

1. Professional Services

Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, other special services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected.

2. Assembly

Property assembly costs within a Redevelopment Project Area, including but not limited to acquisition of land and other real or personal property or rights or interests therein.

3. Site Preparation

Site preparation costs, including but not limited to clearance of any area within a Redevelopment Project Area by demolition or removal of any existing buildings, structures, fixtures, utilities and improvements and clearing and grading; and including installation, repair, construction, reconstruction, or relocation of public streets, public utilities, and other public site improvements within or without a Redevelopment Project Area which are essential to the preparation of the redevelopment project area for use in accordance with a redevelopment plan.

4. Rehabilitation

Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of any existing public or private buildings, improvements, and fixtures within a redevelopment project area; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment.

5. Public Works

Costs of the construction of public works or improvements within or without a redevelopment project area.

6. Remediation

Costs of eliminating or removing contaminants and other impediments required by federal or State environmental laws, rules, regulations, and guidelines, orders or other requirements or those imposed by private lending institutions as a condition for approval of their financial support, debt or equity, for the redevelopment projects, provided, however, that in the event (i) other federal or State funds have been certified by an administrative agency as adequate to pay these costs during the 18 months after the adoption of the redevelopment plan, or (ii) the municipality has been reimbursed for such costs by persons legally responsible for them, such federal, State, or private funds shall, insofar as possible, be fully expended prior to the use of any revenues deposited in the special tax allocation fund of the municipality and any other such federal, State or private funds received shall be deposited in the fund. The municipality shall seek reimbursement of these costs from persons legally responsible for these costs and the costs of obtaining this reimbursement.

7. Training

Costs of job training and retraining projects.

8. Construction and Other Financing Costs

Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;

9. Capital Costs

All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves those costs.

10. Relocation Costs

Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law.

11. Payments in Lieu of Taxes

Payments in lieu of taxes.

12. Other Job Training

Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Redevelopment Project Area; and (ii) when incurred by a taxing district or taxing districts other than the Village, are set forth in a written agreement by or among the Village and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Section 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code.

13. General Financing

At the Village's option, if deemed prudent by the Village for the redevelopment project, interest costs incurred by a developer related to the construction, renovation or rehabilitation of the redevelopment project provided that:

(A) interest costs shall be paid or reimbursed by a municipality only pursuant to the prior official action of the municipality evidencing an intent to pay or reimburse such interest costs;

(B) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;

(C) except as provided in subparagraph (E), the aggregate amount of such costs paid or reimbursed by a municipality shall not exceed 30% of the total (i) costs paid or incurred by the redeveloper or other nongovernmental person in that year plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act;

(D) interest costs shall be paid or reimbursed by a municipality solely from the special tax allocation fund established pursuant to this Act and shall not be paid or reimbursed from the proceeds of any obligations issued by a municipality;

(E) if there are not sufficient funds available in the special tax allocation fund in any year to make such payment or reimbursement in full, any amount of such interest cost remaining to be paid or reimbursed by a municipality shall accrue and be payable when funds are available in the special tax allocation fund to make such payment.

Estimated costs are shown in the next section. Adjustments to these cost items may be made without amendment to the Redevelopment Plan. The costs represent estimated budgeted amounts and do not represent actual Village commitments or expenditures. Rather, they are an overall ceiling on possible expenditures of TIF funds in Redevelopment Project Area No. 1

Exhibit 2

Budget for RPLA No. 2 Costs

Budget Category	Estimated Cost
Administration (planning, marketing, site management, legal, architects, engineers, other, etc.)	\$250,000
Interest Costs (pursuant to the Law)	\$500,000
Job Training	\$1,000,000
Land Acquisition & Assembly	\$,500,000
Public Facilities (i.e. fire station, parking facilities, etc.)	\$1,000,000
Public Infrastructure (Roadways, traffic signals, lighting, landscaping, pedestrian improvements, water, sanitary sewer, stormwater management, telecommunications, gas, electric, etc.)	\$5,000,000
Rehabilitation of Structures	\$2,250,000
Site Preparation (including demolition and environmental remediation)	\$2,000,000
<b>TOTAL ESTIMATED RPLA No. 2 TIF COSTS</b>	<b>\$12,500,000</b>

Notes:

(a) All project cost estimates are in 2011 dollars.

- (b) In addition to the above stated costs, any issuance of bonds used to finance any phase of the Project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations as well as to provide for capitalized interest and reasonably required reserves.
- (c) Adjustments to the estimated line item costs above are expected. Each individual project cost will be reevaluated in light of the specific objectives of any specific Redevelopment Project Area, or projected private development within such Redevelopment Project Area and resulting tax revenues as it is considered for public financing under the provisions of the Law. The totals of line items set forth above are not intended to place a total limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment for the RPLA No. 1 as a whole, or in association with any specific Redevelopment Project Area to be designated. Further, the Village intends to utilize tax increment within each Redevelopment Project Area to promote redevelopment within the entire RPLA No. 1 in the manner permitted pursuant to the Law.
- (d) Under the Law, the Village may incur costs for certain public infrastructure and site improvements within or without the area.

## **E. Sources of Funds to Pay Redevelopment Project Costs**

Funds necessary to pay for public improvements or reimburse any developer or business entity for such improvements and other project costs eligible under the Law are to be derived principally from one or more of the following: property tax incremental revenues, proceeds from municipal obligations to be retired with tax increment revenues and interest earned on resources available but not immediately needed for the Plan. In addition, pursuant to the Industrial Jobs Recovery Law and this Plan, the Village may utilize net incremental property tax revenues received from other contiguous Redevelopment Project Areas to pay eligible redevelopment project costs or obligations issued to pay such costs in contiguous redevelopment project areas (and vice-versa).

"Redevelopment Project Costs" specifically contemplate those eligible public costs set forth in the Law and do not include the private investment projected to take place within Redevelopment Project Area No. 1. The construction of private structures comprising the Project will be privately financed, and incremental revenues or other public sources are to be used only to leverage and encourage private redevelopment activity, and/or reimburse developers or business entities for part of its costs for public improvements necessary for the Project.

The tax incremental revenues which will be used to pay debt service on the tax increment obligations, and to directly pay redevelopment project costs shall be the incremental increase in property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in each Redevelopment Project Area over and above the initial equalized assessed value of each such lot, block, tract or parcel for the respective Redevelopment Project Area in the tax year that the Redevelopment Project Area is established.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs include certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as may be available to, and as, the Village may from time to time deem appropriate.

The Redevelopment Project Area No. 1 would not be expected to be developed without the use of the incremental revenues provided by the Law.

**F. Nature and Term of Obligations to Be Issued**

The Village at its discretion may issue obligations secured by the special tax allocation fund established for Redevelopment Project Area No. 1 pursuant to the Law or such other funds as are available to the Village by virtue of its power pursuant to the Law or other State Law.

Any and/or all obligations issued by the Village pursuant to this RPA No. 1 Plan and Project and the Law shall be retired not more than twenty-three (23) years (or any such retirement term as may be permitted by amendments to the Law) from the date of adoption of the ordinance approving the Redevelopment Project Area No. 1 under which such obligations are issued. However, the final maturity date of any obligations issued pursuant to the Law may not be later than twenty (20) years from their respective date of issuance. One or more series of obligations may be issued from time to time in order to implement this RPA No. 1 Plan and Project. The principal and interest on any obligations shall be payable from incremental revenues and all other sources of funds as may be provided by ordinance at the discretion of the Village.

Such securities may be issued on either a taxable or tax-exempt basis, with or without interest, with either fixed rate or floating interest rates; with or without capitalized interest; with or without deferred principal retirement; with or without interest rate limits except as limited by law; and with or without redemption provisions.

Those revenues not required for principal and interest payments, for required reserves, for bond sinking funds, for redevelopment project costs, for early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the RPA No. 1 Plan and Project, may be declared surplus and shall then become available for distribution annually to taxing districts overlapping that Redevelopment Project Area in the manner provided by the Law.

**G. Most Recent Equalized Assessed Valuation (EAV)**

The most recent estimate of equalized assessed valuation (EAV) of the property within Redevelopment Project Area No. 1 is approximately \$15,044,000 million. The Boundary Map, Appendix 1, shows the location of Redevelopment Project Area No. 1.

**H. Anticipated Equalized Assessed Valuation (EAV)**

Upon completion of the anticipated private development of the Redevelopment Planning Area No 1 over an estimated ten year period, it is estimated that the equalized assessed valuation (EAV) of the property within the Redevelopment Planning Area will be approximately \$36 million. The estimate assumes 2011 dollars.



## IX. JOB TRAINING PROJECT

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The Village has experienced sustained levels of high unemployment such that it qualifies as a Substantial Labor Surplus Municipality, as defined in the Law. It is expected that the implementation of this Plan and the Project will improve the employment opportunities of community residents.

As one component of this Plan, the Village has structured a job-training project (the "Training Project") that would prepare unemployed workers for jobs in the Redevelopment Project Area. Subject to funding availability, this Training Project would be operated by the Village in conjunction with Triton Community College's Center for Business and Professional Development (CBPD) and/or other educational institutions.

### A. Vocational Training

The Center for Business and Professional Development (CBPD) at Triton College provides expert training programs tailored to the specific needs of individual employers, and virtually any subject can be customized for said employers. Training can be provided on-site at the employer work site, on campus at Triton College, or at a designated location. Complete programs are ready to be customized for each industry and industry employees in the following areas:

Industrial Development – Triton College's industrial training programs are designed to keep organizations competitive and give employees current skills for today's changing workplace. The Triton College staff understand the focus that is put on quality products and services in today's market, as well as on training workers in important safety and environmental concerns. To ensure that a prospective company (as well as the overall Redevelopment Planning Area) complies with current guidelines and gains an edge over the competition, Triton can provide industrial employers with courses ranging from basic to advanced quality improvement and safety training information.

Business Improvement Tools - Effective management and leadership skills need to be improved for both new and experienced supervisors. Employers must invest in their leaders in order to retain employees and remain competitive. Triton offers a variety of recognized and respected leadership and management training skills packages on- or off- site.

Information Services and Technology - Today's workforce is information-rich, making information service and technology a vital area in which to stay competitive. Triton College

allows employers keep that edge by offering quality, hands-on computer and IT training, on- or off-site.

Business Services - Legal and financial issues in business (involving areas such as accounting, performance evaluations, etc.) often need clarification and further explanation. Many managers have not had proper training and have numerous questions regarding the navigation of these concerns. Triton can put together a customized program to address employers' specific needs.

Language and Literacy - Cultural and language differences can be barriers to an organization's communications, resulting in decreased efficiency. Triton's training will improve employees' verbal and non-verbal communication skills in order to help employers overcome language and literacy obstacles.

Workforce Development and Retention - One out of five workers reads below the eighth grade level, yet seventy percent of work-related material is written between the ninth and twelfth grade level. This fact, coupled with rapidly changing technology, has created a skills deficit among many workers. Triton helps address this deficit by providing basic skills training for workers.

The CBPD will conduct needs assessments in order to determine an employer's actual needs (and the needs of the Redevelopment Planning Area as a whole) versus perceived needs and identify the gaps between where they are and where they need to go. These assessments help determine what types of training are required in order to provide the necessary skill sets. After the assessment is completed, curriculum will be developed to provide training to meet the job skills requirements of the employer using CBPD instructors that have a wide and diversified background of knowledge, business experience and education. Typically, instructors have a bachelor's degree or higher with five to ten years of professional experience.

In addition to the customized training offered through the CBPD, the college's School of Continuing Education provides open enrollment courses in vocational areas such as accounting, computer skills training, Spanish for the Workplace, supervisory/management skills, Green/Renewable Energy, OSHA courses, Refrigeration/Heating, Welding, Integrated Systems Technology (Control Panel Wiring, Electrical Control Circuits I & II, Pneumatics, Mechanical Drive Systems, Programmable Logic Controller and more); and Automation Skills Training (blueprints and measurement, computer numeric controller/lathes set-up and operation and programming, mills set-up and operation and programming machines, cutting tools, AutoCAD, etc.). Under the auspices of the Redevelopment Planning Area, these courses can be offered through an employer on or off-site and are taught by part-time instructors who have expertise in their particular vocation or field.

## **B. Adult Basic Literacy**

Through the School of Adult Education, the college can provide a basic skills curriculum for unemployed adults. Such classes may include instruction in the areas of G.E.D. preparation, English as a Second Language, and Literacy Skills in the areas of basic reading, writing, and math. Classes employ a number of instructional methods to ensure student learning gains and success via group, individualized, and computer-aided instruction. Each class will accommodate 12-15 students on an ongoing basis. Information will also be supplied to the Village which describes existing grant-funded classes throughout the district.

Pre- and post-testing is conducted for students using the Test of Adult Basic Education (TABE) to determine individual skill levels for ABE/GED students, and BEST Literacy and CASAS for ESL students in order to prepare educational plans and measure educational gains. Computer-aided instruction can also be employed to provide students with immediate feedback while simultaneously providing a format to evaluate student progress.

## **C. Triton Retraining for Dislocated Workers**

The Triton Retraining Assistance Center (TRAC) has been in existence at Triton College since 1982, initially funded under the Jobs Training Partnership Act (JTPA) and now under the Workforce Investment Act (WIA). Franklin Park residents who meet the eligibility requirements and participate in the required workshops can meet with training and assessment specialists to discuss job search, training, and employment opportunities. Currently over 30 programs and courses are approved as Intensive Service courses through the Workforce Investment Act for the Dislocated Workers' program.

## **D. Area Partnerships**

The college participates in a number of partnerships with organizations that serve the Franklin Park Belmont/Mannheim area and some of these can be leveraged as needed to communicate information regarding this project. Among them are the Local Workforce Investment Board (LWIB7); District 504 Area Planning Council (APC) of all Illinois Community College Board (ICCB) entities that serve adult education learners within the APC boundaries; School College Partnership of all district private and public high school superintendents, including Franklin Park Public Schools District 84; and partners with the Maywood One-Stop and the Illinois Department of Employment Security (IDES) on WIA training activities.

## **E. Summary**

Triton College is committed to providing the members of our community with the education, training, and related services they need to be successful in today's labor market. Triton College staff will work closely with the Village of Franklin Park to serve the employment needs of their residents, employers, and to support the overall Redevelopment Planning Area.

## **X. COMMITMENT TO FAIR EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION**

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As part of any Redevelopment Agreement entered into by the Village and any private developers, both parties will agree to establish and implement an honorable and progressive affirmative action program that serves appropriate sectors of the Village. The program will conform to the most recent Village policies and plans.

With respect to the public/private development internal operations, both entities will pursue employment practices that provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will countenance discrimination against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and the compliance requirements of applicable state and federal regulations.

The Village and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

**XI. COMPLETION OF REDEVELOPMENT PROJECT AND  
RETIREMENT OF OBLIGATIONS TO FINANCE  
REDEVELOPMENT COSTS**

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It is anticipated that the RPA No. 1 Project and Project will be completed on or before a date no later than 23 years from the adoption of an ordinance designating the Redevelopment Project Area No 1 as authorized under the RPLA No. 2 Plan and Project. Actual construction activities are anticipated to be completed within approximately twenty years.

## XII. PROVISIONS FOR AMENDING THE REDEVELOPMENT PLAN AND PROJECT

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This Redevelopment Project Area No. 1 Plan and Project shall expire no later than twenty-three (23) years from the date of adoption of the ordinance approving this Redevelopment Project Area No. 1 Plan and Project and may be amended pursuant to the provisions of the Law.

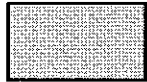
**Appendix 1**  
**TIF Boundary Map**



# REDEVELOPMENT PROJECT AREA NO. 1 (FOR REDEVELOPMENT PLANNING AREA NO. 2)



REDEVELOPMENT  
PLANNING AREA 2

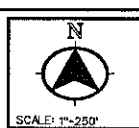


REDEVELOPMENT  
PROJECT AREA 1



REDEVELOPMENT PROJECT AREA 1		
P.I.N.	CLASS	TAX CODE
12-20-200-018	5-99	20025
12-20-200-020	5-80	20025
12-20-200-019	5-95	20025
12-20-200-021	5-95	20025
12-20-200-027	5-93	20025
12-20-200-028	5-90	20025
12-20-201-029	0-00	20025
12-20-201-040	3-00	20025
12-20-201-041	0-00	20025
12-20-202-007	5-22	20025
12-20-202-015	0-00	20025
12-20-202-018	0-00	20025
12-20-202-022	0-00	20025
12-20-202-023	5-93	20025
12-20-202-027	5-93	20025
12-20-202-028	0-00	20025
12-20-202-029	5-93	20025
12-20-202-030	0-00	20025
12-20-202-033	5-93	20025
12-20-202-034	5-93	20025
12-20-202-039	5-90	20025
12-20-202-040	5-80	20025
12-20-202-041	5-93	20025
12-20-400-028	-	-

REVISIONS:  
02/11/11



CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

DATE: 8/05/11  
JOB NO: 6672  
FILENAME: 6572EXB-03.DGN

9575 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065

## Appendix 2 Legal Description



9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065



**REDEVELOPMENT PROJECT AREA NO. 1  
(FOR REDEVELOPMENT PLANNING AREA NO. 2)**

THAT PART OF THE SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 20 , WHICH IS 1646.75 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION, ALSO BEING THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF WAVELAND AVENUE; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO A POINT ON A LINE 217.95 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER, ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT NUMBER 16685493; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE ARC OF A CIRCLE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE TO THE LEFT HAVING A RADIUS OF 3149.0 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH ALONG THE LAST DESCRIBED WEST LINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, SAID POINT BEING 346 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE INTERSECTION WITH THE EAST LINE OF THE PARCEL TWO AS CONVEYED IN DEED RECORDED AS DOCUMENT NUMBER 0603847008, SAID LINE BEING THE ARC OF A CIRCLE TO THE LEFT, HAVING A RADIUS OF 468.34 FEET; THENCE

SOUTHEASTERLY ALONG SAID EAST LINE 298.19 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 89.85 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2, SAID POINT ALSO BEING 1200.21 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF WAVELAND AVENUE AS DEDICATED NOVEMBER 27, 1968 PER DOCUMENT 20689487 AND 375.42 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF THE EAST LINE OF SAID SECTION 20; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL 2, SAID LINE BEING THE ARC OF A CIRCLE TO THE RIGHT, HAVING A RADIUS OF 488.34 FEET AND AN ARC DISTANCE OF 187.59 FEET TO A POINT BEING 1024.85 FEET (AS MEASURE AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF SAID WAVELAND AVENUE AND ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN CILIA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 1987 AS DOCUMENT 87524391; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 6.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO A KINK POINT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF LOT E IN THE MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959, AS DOCUMENT 17433952; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION TO THE WESTERLY MOST CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 9 OF SAID SUBDIVISION TO THE SOUTH LINE OF LOT D OF SAID SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF VACATED WAVELAND AVENUE PER DOCUMENT 0425739093; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE SOUTHEASTERLY LINE OF PROPERTY CONVEYED TO NATIONAL TEA COMPANY BY DEEDS RECORDED AS DOCUMENTS 19981211 AND 19992235, BEING A LINE 6.30 FEET (AS MEASURED AT RIGHT ANGLES) NORTHWESTERLY OF AND PARALLEL WITH THE

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THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO THE  
SOUTHERLY MOST CORNER OF SAID NATIONAL TEA COMPANY PROPERTY CONVEYED BY  
DOCUMENT 19992235; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF  
SAID PROPERTY CONVEYED BY DOCUMENT 19992235; THENCE NORTHEASTERLY ALONG THE  
NORTHWESTERLY LINE OF PROPERTY CONVEYED BY DEEDS RECORDED AS SAID DOCUMENT  
19981211 AND DOCUMENT 19992235 TO A POINT ON THE SOUTH LINE OF CENTERPOINT  
O'HARE – SOUTH, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2008 AS  
DOCUMENT 0822018090; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE  
SOUTHEAST CORNER OF LOT 2 OF SAID CENTERPOINT O'HARE –SOUTH, SAID POINT ALSO  
BEING A POINT ON A LINE 1813.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF  
SAID NORTHEAST QUARTER OF SECTION 20, AND ALSO BEING THE WEST LINE OF  
CENTRELLA STREET AS DEDICATED AUGUST 5, 1983, PER DOCUMENT 26720568; THENCE  
SOUTHERLY ALONG A LAST DESCRIBED PARALLEL LINE TO A POINT ON THE  
NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT  
19981211, SAID LINE ALSO BEING THE SOUTHWESTERLY LINE OF SAID CENTRELLA STREET;  
THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE  
NORTHERLY LINE OF SAID WAVELAND AVENUE AS DEDICATED PER SAID DOCUMENT  
20689487; THENCE NORTHEASTERLY AND EASTERLY ALONG THE LAST DESCRIBED  
NORTHERLY LINE TO A POINT ON THE WEST LINE OF THE EAST 843.50 FEET OF SAID  
NORTHEAST QUARTER, ALSO BEING THE WEST LINE CARNATION STREET AS DEDICATED PER  
SAID DOCUMENT 20689487 SAID POINT BEING 1577.95 FEET SOUTH OF THE NORTH LINE OF  
SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE LAST DESCRIBED WEST LINE 20.00  
FEET TO THE NORTH LINE OF SAID WAVELAND AVENUE; ALSO BEING THE NORTH LINE OF  
SAID LOT D; THENCE EAST ALONG THE LAST DESCRIBED LINE 60.00 FEET TO A POINT ON

THE EAST LINE OF SAID CARNATION STREET THENCE SOUTH 20.00 FEET TO A POINT ON A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF LOT D, ALSO BEING THE NORTH LINE OF SAID WAVELAND AVENUE; THENCE EAST ALONG THE LAST DESCRIBED LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT B OF SAID MILWAUKEE ROADS SUBDIVISION; THENCE NORTH 20.00 FEET ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID LOT D, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT B; THENCE EAST 18.50 FEET, ALONG THE NORTH LINE OF SAID LOT D TO THE SOUTHEAST CORNER OF SAID LOT B; THENCE SOUTH 20.00 FEET ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT B, TO A POINT ON A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT D, ALSO BEING THE NORTH LINE OF SAID WAVELAND AVENUE; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE EAST LINE OF SAID SECTION 20; THENCE SOUTH ALONG SAID EAST LINE 80.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING PARCEL AS DESCRIBED PER DEED RECORDED AS DOCUMENT NO. 97091605:

THAT PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SECTION 20 , WHICH IS 1646.75 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION, AND RUNNING THENCE WEST ALONG A STRAIGHT LINE, PERPENDICULAR TO SAID EAST SECTION LINE WHICH STRAIGHT AND PERPENDICULAR LINE IS THE SOUTH LINE OF A PRIVATE STREET KNOWN AS WAVELAND AVENUE, A DISTANCE OF 455.43 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG SAID STRAIGHT AND PERPENDICULAR LINE AND ALONG THE SOUTH LINE OF

WAVELAND AVENUE, A DISTANCE OF 328.07 FEET TO ITS INTERSECTION WITH THE WEST LINE OF TH EAST 783.50 FEET OF SAID SECTION 20; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 783.50 FEET OF SECTION 20 (WHICH WEST LINE IS THE EAST LINE OF A PRIVATE STREET KNOWN AS CARNATION STREET) A DISTANCE OF 515.38 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF WAVELAND AVENUE A DISTANCE OF 339.15 FEET TO ITS INTERSECTION WITH A STRAIGHT LINE EXTENDING NORTH FROM A POINT WHICH IS 1023.49 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE SOUTH LINE OF WAVELAND AVENUE AND 444.82 FEET (MEASURED PERPENDICULARLY) WEST FROM THE EAST LINE OF SAID SECTION 20, TO A POINT WHICH IS 115 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE SOUTH LINE OF SAID WAVELAND AVENUE AND 444.00 FEET (MEASURED PERPENDICULARLY) WEST FROM THE EAST LINE OF SAID SECTION 20; THENCE NORTH ALONG THE STRAIGHT LINE A DISTANCE OF 400.36 FEET TO SAID POINT WHICH IS 115 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE SOUTH LINE OF WAVELAND AVENUE AND THENCE NORTHWESTERLY A DISTANCE OF 115.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PREPARED BY: SPACECO, Inc.  
DATED: August 5, 2011

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

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**ORDINANCE**

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

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**AN ORDINANCE DESIGNATING THE REDEVELOPMENT PROJECT  
AREA NO. 1 UNDER THE MILWAUKEE ROAD PLANNING AREA NO. 2  
IN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

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**Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 08/15/11  
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131**

SECOND ORDINANCE



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

**AN ORDINANCE DESIGNATING THE REDEVELOPMENT PROJECT  
AREA NO. 1 UNDER THE MILWAUKEE ROAD PLANNING AREA NO. 2  
IN 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**, the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") heretofore in Ordinance Number 1112-G-30 adopted and approved the Milwaukee Road Redevelopment Plan and Project for Redevelopment Planning Area No. 2 (the "*RPLA No. 2 Plan and Project*"), with respect to a public hearing held on June 20, 2011, and in Ordinance Number 1112-G-31 designated the Milwaukee Road Redevelopment Planning Area No. 2 (the "*RPLA No. 2*"); and

**WHEREAS**, pursuant to the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-10(p) at any time within the five (5) year life of the RPLA No. 2 the Village may designate any portion of the RPLA No. 2 as a redevelopment project area without making additional findings or complying with additional procedures required for the creation of a redevelopment project area; and

**WHEREAS**, the Corporate Authorities have heretofore adopted and approved the Village of Franklin Park, Cook County Milwaukee Road Industrial RPLA No. 2 Redevelopment Project Area No. 1 Redevelopment Plan and Project, and it is now necessary and desirable to designate the area referred to in said Plan and Project as a Redevelopment Project Area.

**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 following area described in Exhibit A attached hereto is hereby designated as the Village of Franklin Park, Cook County Milwaukee Road Industrial RPLA No. 2 Redevelopment Project Area No. 1 pursuant to Section 11-74.6-10(p) of the Industrial Job Recovery Law, 65 ILCS Section 5/11-74.6-1 *et. seq.*, as amended.

**Section 3.** All Ordinances or parts of ordinances in conflict herewith are to the extent of such conflict, hereby repealed.

**Section 4.** If any provision, clause, sentence, paragraph, section, or part of this Ordinance or application thereof to any person, firm, corporation, public agency or circumstance, shall, for any reason, be adjudicated by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this Ordinance and the application of such provision to other person, firms, corporation, or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, or circumstances involved. It is hereby declared to be the legislative intent of the Corporate Authorities that this Ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

**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 August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of August 2011.

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

ATTEST:

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

Exhibit A

*Village of Franklin Park, Cook County Milwaukee Road  
Industrial RPLA No. 2 – Redevelopment Project Area No. 1*



CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065



**REDEVELOPMENT PROJECT AREA NO. 1  
(FOR REDEVELOPMENT PLANNING AREA NO. 2)**

THAT PART OF THE SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 20 , WHICH IS 1646.75 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION, ALSO BEING THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF WAVELAND AVENUE; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO A POINT ON A LINE 217.95 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER, ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT NUMBER 16685493; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE ARC OF A CIRCLE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE TO THE LEFT HAVING A RADIUS OF 3149.0 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH ALONG THE LAST DESCRIBED WEST LINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, SAID POINT BEING 346 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE INTERSECTION WITH THE EAST LINE OF THE PARCEL TWO AS CONVEYED IN DEED RECORDED AS DOCUMENT NUMBER 0603847008, SAID LINE BEING THE ARC OF A CIRCLE TO THE LEFT, HAVING A RADIUS OF 468.34 FEET; THENCE

SOUTHEASTERLY ALONG SAID EAST LINE 298.19 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 89.85 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2, SAID POINT ALSO BEING 1200.21 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF WAVELAND AVENUE AS DEDICATED NOVEMBER 27, 1968 PER DOCUMENT 20689487 AND 375.42 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF THE EAST LINE OF SAID SECTION 20; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL 2, SAID LINE BEING THE ARC OF A CIRCLE TO THE RIGHT, HAVING A RADIUS OF 488.34 FEET AND AN ARC DISTANCE OF 187.59 FEET TO A POINT BEING 1024.85 FEET (AS MEASURE AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF SAID WAVELAND AVENUE AND ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN CILIA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 1987 AS DOCUMENT 87524391; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 6.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO A KINK POINT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF LOT E IN THE MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959, AS DOCUMENT 17433952; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION TO THE WESTERLY MOST CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 9 OF SAID SUBDIVISION TO THE SOUTH LINE OF LOT D OF SAID SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF VACATED WAVELAND AVENUE PER DOCUMENT 0425739093; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE SOUTHEASTERLY LINE OF PROPERTY CONVEYED TO NATIONAL TEA COMPANY BY DEEDS RECORDED AS DOCUMENTS 19981211 AND 19992235, BEING A LINE 6.30 FEET (AS MEASURED AT RIGHT ANGLES) NORTHWESTERLY OF AND PARALLEL WITH THE

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THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO THE  
SOUTHERLY MOST CORNER OF SAID NATIONAL TEA COMPANY PROPERTY CONVEYED BY  
DOCUMENT 19992235; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF  
SAID PROPERTY CONVEYED BY DOCUMENT 19992235; THENCE NORTHEASTERLY ALONG THE  
NORTHWESTERLY LINE OF PROPERTY CONVEYED BY DEEDS RECORDED AS SAID DOCUMENT  
19981211 AND DOCUMENT 19992235 TO A POINT ON THE SOUTH LINE OF CENTERPOINT  
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DOCUMENT 0822018090; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE  
**SOUTHEAST CORNER OF LOT 2 OF SAID CENTERPOINT O'HARE –SOUTH**, SAID POINT ALSO  
BEING A POINT ON A LINE 1813.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF  
SAID NORTHEAST QUARTER OF SECTION 20, AND ALSO BEING THE WEST LINE OF  
CENTRELLA STREET AS DEDICATED AUGUST 5, 1983, PER DOCUMENT 26720568; THENCE  
SOUTHERLY ALONG A LAST DESCRIBED PARALLEL LINE TO A POINT ON THE  
NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT  
19981211, SAID LINE ALSO BEING THE SOUTHWESTERLY LINE OF SAID CENTRELLA STREET;  
THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE  
NORTHERLY LINE OF SAID WAVELAND AVENUE AS DEDICATED PER SAID DOCUMENT  
20689487; THENCE NORTHEASTERLY AND EASTERLY ALONG THE LAST DESCRIBED  
NORTHERLY LINE TO A POINT ON THE WEST LINE OF THE EAST 843.50 FEET OF SAID  
NORTHEAST QUARTER, ALSO BEING THE WEST LINE CARNATION STREET AS DEDICATED PER  
SAID DOCUMENT 20689487 SAID POINT BEING 1577.95 FEET SOUTH OF THE NORTH LINE OF  
SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE LAST DESCRIBED WEST LINE 20.00  
FEET TO THE NORTH LINE OF SAID WAVELAND AVENUE; ALSO BEING THE NORTH LINE OF  
SAID LOT D; THENCE EAST ALONG THE LAST DESCRIBED LINE 60.00 FEET TO A POINT ON



THE EAST LINE OF SAID CARNATION STREET THENCE SOUTH 20.00 FEET TO A POINT ON A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF LOT D, ALSO BEING THE NORTH LINE OF SAID WAVELAND AVENUE; THENCE EAST ALONG THE LAST DESCRIBED LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT B OF SAID MILWAUKEE ROADS SUBDIVISION; THENCE NORTH 20.00 FEET ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID LOT D, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT B; THENCE EAST 18.50 FEET, ALONG THE NORTH LINE OF SAID LOT D TO THE SOUTHEAST CORNER OF SAID LOT B; THENCE SOUTH 20.00 FEET ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT B, TO A POINT ON A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT D, ALSO BEING THE NORTH LINE OF SAID WAVELAND AVENUE; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE EAST LINE OF SAID SECTION 20; THENCE SOUTH ALONG SAID EAST LINE 80.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING PARCEL AS DESCRIBED PER DEED RECORDED AS DOCUMENT NO. 97091605:

THAT PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

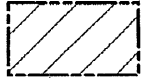
COMMENCING AT A POINT ON THE EAST LINE OF SECTION 20 , WHICH IS 1646.75 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION, AND RUNNING THENCE WEST ALONG A STRAIGHT LINE, PERPENDICULAR TO SAID EAST SECTION LINE WHICH STRAIGHT AND PERPENDICULAR LINE IS THE SOUTH LINE OF A PRIVATE STREET KNOWN AS WAVELAND AVENUE, A DISTANCE OF 455.43 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG SAID STRAIGHT AND PERPENDICULAR LINE AND ALONG THE SOUTH LINE OF

WAVELAND AVENUE, A DISTANCE OF 328.07 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 783.50 FEET OF SAID SECTION 20; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 783.50 FEET OF SECTION 20 (WHICH WEST LINE IS THE EAST LINE OF A PRIVATE STREET KNOWN AS CARNATION STREET) A DISTANCE OF 515.38 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF WAVELAND AVENUE A DISTANCE OF 339.15 FEET TO ITS INTERSECTION WITH A STRAIGHT LINE EXTENDING NORTH FROM A POINT WHICH IS 1023.49 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE SOUTH LINE OF WAVELAND AVENUE AND 444.82 FEET (MEASURED PERPENDICULARLY) WEST FROM THE EAST LINE OF SAID SECTION 20, TO A POINT WHICH IS 115 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE SOUTH LINE OF SAID WAVELAND AVENUE AND 444.00 FEET (MEASURED PERPENDICULARLY) WEST FROM THE EAST LINE OF SAID SECTION 20; THENCE NORTH ALONG THE STRAIGHT LINE A DISTANCE OF 400.36 FEET TO SAID POINT WHICH IS 115 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE SOUTH LINE OF WAVELAND AVENUE AND THENCE NORTHWESTERLY A DISTANCE OF 115.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PREPARED BY: SPACECO, Inc.  
DATED: August 5, 2011

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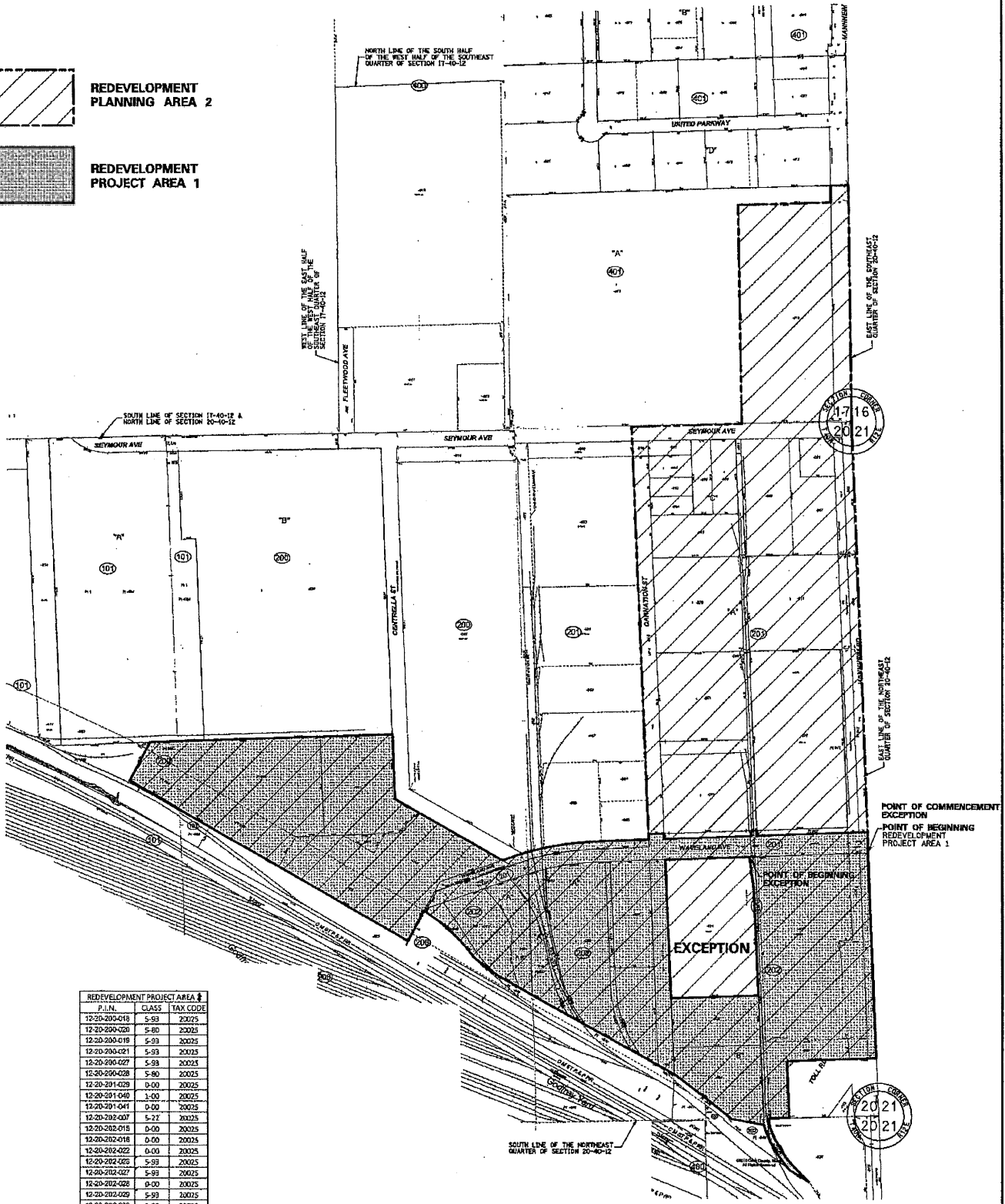
# REDEVELOPMENT PROJECT AREA NO. 1 (FOR REDEVELOPMENT PLANNING AREA NO. 2)



**REDEVELOPMENT  
PLANNING AREA 2**

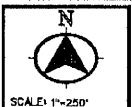


**REDEVELOPMENT  
PROJECT AREA 1**



REDEVELOPMENT PROJECT AREA 1			
P.L.N.	CLASS	TAX CODE	
12-20-200-018	5-93	23025	
12-20-200-020	5-80	23025	
12-20-200-019	5-93	20025	
12-20-200-021	5-93	20025	
12-20-200-027	5-93	20025	
12-20-200-028	5-80	20025	
12-20-201-029	0-00	20025	
12-20-201-040	3-00	20025	
12-20-201-041	0-00	20025	
12-20-202-007	5-22	30025	
12-20-202-018	0-00	20025	
12-20-202-018	0-00	20025	
12-20-202-022	0-00	20025	
12-20-202-026	5-99	20025	
12-20-202-027	5-99	20025	
12-20-202-028	0-00	20025	
12-20-202-029	5-99	20025	
12-20-202-030	0-00	20025	
12-20-202-031	5-99	20025	
12-20-202-034	5-99	20025	
12-20-202-030	5-90	20025	
12-20-202-040	5-80	20025	
12-20-202-041	5-99	20025	
12-20-400-028			

REVISIONS:  
02/11/11



CONSULTING ENGINEERS  
ETEC SURVEYMENT ENGINEERS  
LAND SURVEYORS  
9575 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4066

DATE:  
8/05/11  
JOB NO:  
6672  
FILENAME:  
6672EXB-03.DGN



EXCEPTION

POINT OF COMMENCEMENT  
EXCEPTION  
POINT OF BEGINNING  
REDEVELOPMENT  
PROJECT AREA 1

POINT OF BEGINNING  
EXCEPTION

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

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**ORDINANCE**

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

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**AN ORDINANCE ADOPTING TAX INCREMENT FINANCING  
FOR THE REDEVELOPMENT PROJECT AREA NO. 1 UNDER THE  
MILWAUKEE ROAD PLANNING AREA NO. 2 IN THE VILLAGE OF  
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

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Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 08/15/11  
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

THIRD ORDINANCE

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

**AN ORDINANCE ADOPTING TAX INCREMENT FINANCING  
FOR THE REDEVELOPMENT PROJECT AREA NO. 1 UNDER THE  
MILWAUKEE ROAD PLANNING AREA NO. 2 IN THE VILLAGE OF  
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

**WHEREAS**, the Village desires to adopt tax increment financing pursuant to the Industrial Jobs Recovery Law 65 ILCS 5/11-74.6-1 *et. seq.*, as amended (hereinafter referred to as the "*Law*"); and

**WHEREAS**, the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") heretofore in Ordinance Number 1112-G-30 adopted and approved the Milwaukee Road Redevelopment Plan and Project for Redevelopment Planning Area No. 2 (the "*RPLA No. 2 Plan and Project*"), with respect to a public hearing held on June 20, 2011, and in Ordinance Number 1112-G-31 designated the Milwaukee Road Redevelopment Planning Area No. 2 (the "*RPLA No. 2*"); and

**WHEREAS**, pursuant to the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-10(p) at any time within the five (5) year life of the RPLA No. 2 the Village may designate any portion of the RPLA No. 2 as a redevelopment project area without making additional findings or complying with additional procedures required for the creation of a redevelopment project area; and

**WHEREAS**, the Corporate Authorities have approved the Village of Franklin Park, Cook County Milwaukee Road Industrial RPLA No. 2 Redevelopment Project Area No. 1 Redevelopment Plan and Project (the “*RPA No. 1 Plan and Project*”), and designated the Village of Franklin Park, Cook County Milwaukee Road Industrial RPLA No. 2 Redevelopment Project Area No. 1 (the “*Redevelopment Project Area No. 1*”) pursuant to the provisions of the Law, and has otherwise complied with all other conditions precedent required by Law.

**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.** Tax increment is hereby adopted in respect to the RPA No. 1 Project and Project approved and adopted pursuant to Ordinance of the Village passed by the Corporate Authorities on August 15, 2011, in respect to the Redevelopment Project Area No. 1 described in Exhibit A attached to this Ordinance, which Redevelopment Project Area No. 1 was designated by ordinance and passed by the Corporate Authorities on August 15, 2011.

**Section 3.** The ad valorem taxes arising from the levies upon taxable real property in the Redevelopment Project Area No. 1 by taxing district, and tax rates determined in the manner provided in Subsection (b) of Section 11-74.6-40 of the Law each year after the effective date of this Ordinance until redevelopment project costs and all municipal obligations financing redevelopment project costs have been paid, shall be divided as follows:

- (a) That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Redevelopment Project Area No. 1, shall be allocated to, and when collected, shall be paid by the County Collector to the respective affected taxing districts in the manner required by law without regard to the adoption of tax increment allocation financing.
- (b) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area No. 1 over and above the initial equalized assessed valuation of each property in the Project Area shall be allocated to, and when collected, shall be paid to the Village Treasurer who shall deposit those taxes in a special fund call “Franklin Park Milwaukee Road Industrial RPLA No. 2 - Redevelopment Project Area No. 1 Special Tax Allocation Fund” of the Village for the purposes set forth in the Plan referred to in the Preambles to this Ordinance.

**Section 4.** The Village shall obtain and utilize incremental taxes arising from Section 11-74.6-35 of the Law as amended for the payment of redevelopment project costs and all municipal obligations financing redevelopment project costs in accordance with the provisions of the Law, the RPA No. 1 Plan and Project.

**Section 5.** All Ordinances or parts of ordinances in conflict herewith are to the extent of such conflict, hereby repealed.

**Section 6.** If any provision, clause, sentence, paragraph, section, or part of this Ordinance or application thereof to any person, firm, corporation, public agency or circumstance, shall, for any reason, be adjudicated by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this Ordinance and the application of such provision to other person, firms, corporation, or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, or

circumstances involved. It is hereby declared to be the legislative intent of the Corporate Authorities that this Ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

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

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**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of August 2011.

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

ATTEST:

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

Exhibit A

*RPA No. 1*



CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065



**REDEVELOPMENT PROJECT AREA NO. 1  
(FOR REDEVELOPMENT PLANNING AREA NO. 2)**

THAT PART OF THE SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 20 , WHICH IS 1646.75 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION, ALSO BEING THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF WAVELAND AVENUE; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO A POINT ON A LINE 217.95 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER, ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT NUMBER 16685493; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE ARC OF A CIRCLE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE TO THE LEFT HAVING A RADIUS OF 3149.0 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH ALONG THE LAST DESCRIBED WEST LINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, SAID POINT BEING 346 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE INTERSECTION WITH THE EAST LINE OF THE PARCEL TWO AS CONVEYED IN DEED RECORDED AS DOCUMENT NUMBER 0603847008, SAID LINE BEING THE ARC OF A CIRCLE TO THE LEFT, HAVING A RADIUS OF 468.34 FEET; THENCE

SOUTHEASTERLY ALONG SAID EAST LINE 298.19 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 89.85 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2, SAID POINT ALSO BEING 1200.21 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF WAVELAND AVENUE AS DEDICATED NOVEMBER 27, 1968 PER DOCUMENT 20689487 AND 375.42 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF THE EAST LINE OF SAID SECTION 20; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL 2, SAID LINE BEING THE ARC OF A CIRCLE TO THE RIGHT, HAVING A RADIUS OF 488.34 FEET AND AN ARC DISTANCE OF 187.59 FEET TO A POINT BEING 1024.85 FEET (AS MEASURE AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF SAID WAVELAND AVENUE AND ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN CILIA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 1987 AS DOCUMENT 87524391; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 6.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO A KINK POINT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF LOT E IN THE MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959, AS DOCUMENT 17433952; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION TO THE WESTERLY MOST CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 9 OF SAID SUBDIVISION TO THE SOUTH LINE OF LOT D OF SAID SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF VACATED WAVELAND AVENUE PER DOCUMENT 0425739093; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE SOUTHEASTERLY LINE OF PROPERTY CONVEYED TO NATIONAL TEA COMPANY BY DEEDS RECORDED AS DOCUMENTS 19981211 AND 19992235, BEING A LINE 6.30 FEET (AS MEASURED AT RIGHT ANGLES) NORTHWESTERLY OF AND PARALLEL WITH THE

NORTHWESTERLY LINE OF SAID LOTS 9 AND D IN SAID MILWAUKEE ROADS SUBDIVISION;  
THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO THE  
SOUTHERLY MOST CORNER OF SAID NATIONAL TEA COMPANY PROPERTY CONVEYED BY  
DOCUMENT 19992235; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF  
SAID PROPERTY CONVEYED BY DOCUMENT 19992235; THENCE NORTHEASTERLY ALONG THE  
NORTHWESTERLY LINE OF PROPERTY CONVEYED BY DEEDS RECORDED AS SAID DOCUMENT  
19981211 AND DOCUMENT 19992235 TO A POINT ON THE SOUTH LINE OF CENTERPOINT  
**O'HARE – SOUTH**, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2008 AS  
DOCUMENT 0822018090; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE  
**SOUTHEAST CORNER OF LOT 2 OF SAID CENTERPOINT O'HARE –SOUTH**, SAID POINT ALSO  
BEING A POINT ON A LINE 1813.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF  
SAID NORTHEAST QUARTER OF SECTION 20, AND ALSO BEING THE WEST LINE OF  
CENTRELLA STREET AS DEDICATED AUGUST 5, 1983, PER DOCUMENT 26720568; THENCE  
SOUTHERLY ALONG A LAST DESCRIBED PARALLEL LINE TO A POINT ON THE  
NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT  
19981211, SAID LINE ALSO BEING THE SOUTHWESTERLY LINE OF SAID CENTRELLA STREET;  
THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE  
NORTHERLY LINE OF SAID WAVELAND AVENUE AS DEDICATED PER SAID DOCUMENT  
20689487; THENCE NORTHEASTERLY AND EASTERLY ALONG THE LAST DESCRIBED  
NORTHERLY LINE TO A POINT ON THE WEST LINE OF THE EAST 843.50 FEET OF SAID  
NORTHEAST QUARTER, ALSO BEING THE WEST LINE CARNATION STREET AS DEDICATED PER  
SAID DOCUMENT 20689487 SAID POINT BEING 1577.95 FEET SOUTH OF THE NORTH LINE OF  
SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE LAST DESCRIBED WEST LINE 20.00  
FEET TO THE NORTH LINE OF SAID WAVELAND AVENUE; ALSO BEING THE NORTH LINE OF  
SAID LOT D; THENCE EAST ALONG THE LAST DESCRIBED LINE 60.00 FEET TO A POINT ON

THE EAST LINE OF SAID CARNATION STREET THENCE SOUTH 20.00 FEET TO A POINT ON A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF LOT D, ALSO BEING THE NORTH LINE OF SAID WAVELAND AVENUE; THENCE EAST ALONG THE LAST DESCRIBED LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT B OF SAID MILWAUKEE ROADS SUBDIVISION; THENCE NORTH 20.00 FEET ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID LOT D, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT B; THENCE EAST 18.50 FEET, ALONG THE NORTH LINE OF SAID LOT D TO THE SOUTHEAST CORNER OF SAID LOT B; THENCE SOUTH 20.00 FEET ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT B, TO A POINT ON A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT D, ALSO BEING THE NORTH LINE OF SAID WAVELAND AVENUE; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE EAST LINE OF SAID SECTION 20; THENCE SOUTH ALONG SAID EAST LINE 80.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING PARCEL AS DESCRIBED PER DEED RECORDED AS DOCUMENT NO. 97091605:

THAT PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SECTION 20 , WHICH IS 1646.75 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION, AND RUNNING THENCE WEST ALONG A STRAIGHT LINE, PERPENDICULAR TO SAID EAST SECTION LINE WHICH STRAIGHT AND PERPENDICULAR LINE IS THE SOUTH LINE OF A PRIVATE STREET KNOWN AS WAVELAND AVENUE, A DISTANCE OF 455.43 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG SAID STRAIGHT AND PERPENDICULAR LINE AND ALONG THE SOUTH LINE OF

WAVELAND AVENUE, A DISTANCE OF 328.07 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 783.50 FEET OF SAID SECTION 20; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 783.50 FEET OF SECTION 20 (WHICH WEST LINE IS THE EAST LINE OF A PRIVATE STREET KNOWN AS CARNATION STREET) A DISTANCE OF 515.38 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF WAVELAND AVENUE A DISTANCE OF 339.15 FEET TO ITS INTERSECTION WITH A STRAIGHT LINE EXTENDING NORTH FROM A POINT WHICH IS 1023.49 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE SOUTH LINE OF WAVELAND AVENUE AND 444.82 FEET (MEASURED PERPENDICULARLY) WEST FROM THE EAST LINE OF SAID SECTION 20, TO A POINT WHICH IS 115 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE SOUTH LINE OF SAID WAVELAND AVENUE AND 444.00 FEET (MEASURED PERPENDICULARLY) WEST FROM THE EAST LINE OF SAID SECTION 20; THENCE NORTH ALONG THE STRAIGHT LINE A DISTANCE OF 400.36 FEET TO SAID POINT WHICH IS 115 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE SOUTH LINE OF WAVELAND AVENUE AND THENCE NORTHWESTERLY A DISTANCE OF 115.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PREPARED BY: SPACECO, Inc.  
DATED: August 5, 2011

N:\Projects\6672\SURVEY\DOCS\6672.LGL.PR-AREA1\_PL-AREA 2.docx

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

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**ORDINANCE**

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

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**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS, GRANTING AN AMENDMENT TO ORDINANCE No. 1011-Z-13  
(ZBA 11-12: 9400 WEST GRAND AVENUE, UNIT A)**

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

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



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

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS, GRANTING AN AMENDMENT TO ORDINANCE No. 1011-Z-13  
(ZBA 11-12: 9400 WEST GRAND AVENUE, UNIT A)**

---

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

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

**WHEREAS**, an application, ZBA 11-12, has been submitted to the Village by Anthony Santucci, Jr. (the “*Applicant*”) to amend Ordinance 1011-Z-13, which granted a conditional use permit on the property commonly known as 9400 West Grand Avenue, Unit A, Franklin Park, Illinois (the “*Property*”); and

**WHEREAS**, the Applicant is requesting Ordinance 1011-Z-13 be amended by striking Condition Number 2 under Section 4 in order to allow the eastern apron to remain open to vehicular traffic for ingress and egress purposes at the Property (the “*Proposed Amendment*”); and

**WHEREAS**, the Zoning Board of Appeals held a public hearing on July 21, 2011 on whether the Proposed Amendment should be approved, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, a public notice in the form required by law was given of said July 21, 2011 public hearing date by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing date in the Franklin Park Herald-Journal, a newspaper of general circulation published in this Village; and

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

**WHEREAS**, the Corporate Authorities have determined, in the best interest of the health, safety and welfare of the residents of the Village, to grant the Proposed Amendment.

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

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

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

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

1. The establishment, maintenance or operation of the Proposed Amendment will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. The Proposed Amendment will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

3. The Proposed Amendment will not impede the normal and orderly development of the surrounding property for uses permitted in the C-3 General Commercial District;
4. The Proposed Amendment will not affect the exterior architectural appeal and functional plan of structures already constructed as to cause a substantial depreciation in property values within the neighborhood as the proposed plans will be an improvement upon the existing structure;
5. Adequate utilities, access roads, drainage and necessary facilities for the Proposed Amendment are already in place at the Property;
6. Ingress and egress for the Proposed Amendment shall minimally affect traffic congestion in the public streets; and
7. The Proposed Amendment shall, in all other respects, conform to the applicable regulations of the C-3 General Commercial District.

**Section 4.** The Proposed Amendment to Ordinance Number 1011-Z-13 is hereby granted and issued to the Applicant.

**Section 5.** The Applicant hereunder shall at all times comply with the remaining terms and conditions of the conditional use granted under Ordinance 1011-Z-13, subject to the amendment granted herein, and in the event of non-compliance, said permit shall be subject to revocation by appropriate legal proceedings.

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

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

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

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of August 2011.

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

ATTEST:

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

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

\_\_\_\_\_  
Anthony Santucci, Jr.

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

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

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**ORDINANCE**

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

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**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A RESTAURANT WITH  
OUTSIDE DINING IN THE C-2-1 COMMUNITY SHOPPING DISTRICT  
(ZBA 11-10: 9711 GRAND AVENUE, UNIT A)**

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

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

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

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A RESTAURANT WITH OUTSIDE DINING IN THE C-2-1 COMMUNITY SHOPPING DISTRICT (ZBA 11-10: 9711 GRAND AVENUE, UNIT A)**

---

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

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

**WHEREAS**, a conditional use application, ZBA 11-10, has been submitted to the Village by Kats and Manis, LLC and GG Oriental Convenience (the “*Applicants*”) to allow within the C-2-1 Community Shopping District the operation of a Restaurant use with outside dining (the “*Proposed Conditional Use*”) on the property commonly known as 9711 Grand Avenue, Unit A, Franklin Park, Illinois (the “*Property*”); and

**WHEREAS**, the Zoning Board of Appeals held a public hearing on July 13, 2011 on whether the Proposed Conditional Use should be approved, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, a public notice in the form required by law was given of said July 13, 2011 public hearing date by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing date in the Franklin Park Herald-Journal, a newspaper of general

circulation published in this Village; and

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

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

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

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

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

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

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



permitted in the C-2-1 Community Shopping District;

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

**Section 4.** A Conditional Use, subject to the conditions set forth below, is hereby granted and issued for the operation of a Restaurant use with outside dining in the C-2-1 Community Shopping District located at 9711 Grand Avenue, Unit A, Franklin Park, Illinois, and legally described as follows:

LOT 10 IN TONARTON ADDITION TO FRANKLIN PARK,  
BEING A SUBDIVISION OF THE EAST ½ OF THE EAST ½ OF  
SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

These conditional use permits are subject to the following conditions:

1. That the Property be utilized essentially in accord with the submitted plat of survey dated 10-09-06;
2. That the total number of tables and chairs not exceed the number shown on the submitted interior site plan;
3. That the applicant prohibits any and all employees from parking their vehicles along Grand Avenue;
4. That the Parking Plan, as presented at the public hearing, shall be followed as set forth therein;

5. That the use of the Property complies with all other codes and ordinances of the Village of Franklin Park;
6. That this conditional use shall be limited to GG Oriental Convenience and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Franklin Park Zoning Ordinance; and
7. This Ordinance shall be signed by the Applicant and owner of record to signify their agreement to the terms hereof.

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

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

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

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

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**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of August 2011.

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

ATTEST:

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

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

\_\_\_\_\_  
Kats and Manis, LLC

\_\_\_\_\_  
GG Oriental Convenience

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

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

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

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**ORDINANCE**

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

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**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS, DENYING AN AMENDMENT TO ORDINANCE NO. 1011-Z-11  
(ZBA 11-11: 10000 WEST GRAND AVENUE)**

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

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

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

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS, DENYING AN AMENDMENT TO ORDINANCE NO. 1011-Z-11  
(ZBA 11-11: 10000 WEST GRAND AVENUE)**

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

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

**WHEREAS**, an application, ZBA 11-11, has been submitted to the Village by Roland E. Casati Revocable Trust and Tony Romano (the “*Applicants*”) to amend Ordinance 1011-Z-11, which granted a conditional use permit, on the property commonly known as 10000 West Grand Avenue, Franklin Park, Illinois (the “*Property*”); and

**WHEREAS**, the Applicants are requesting Ordinance 1011-Z-11 be amended by striking Condition Number 2 under Section 4 in order to allow the eastern access to remain open to vehicular traffic for ingress and egress purposes at the Property (the “*Proposed Amendment*”); and

**WHEREAS**, the Zoning Board of Appeals held a public hearing on July 13, 2011 on whether the Proposed Amendment should be approved, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, a public notice in the form required by law was given of said July 13, 2011

public hearing date by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing date in the Franklin Park Herald-Journal, a newspaper of general circulation published in this Village; and

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

**WHEREAS**, the Corporate Authorities have determined, in the best interest of the health, safety and welfare of the residents of the Village, to deny the Proposed Amendment.

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

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

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

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

1. The establishment, maintenance or operation of the Proposed Amendment will be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
2. The Proposed Amendment will be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and will substantially diminish and impair property values within the neighborhood;

3. Adequate utilities, access roads, drainage and necessary facilities in relation to the Proposed Amendment are already in place at the Property;
4. Ingress and egress related to the Proposed Amendment will affect traffic congestion in the public streets;

**Section 4.** The Proposed Amendment to Ordinance Number 1011-Z-11 is hereby denied.

**Section 5.** The Applicants hereunder shall at all times comply with the terms and conditions of the conditional use as granted under Ordinance 1011-Z-11, and in the event of non-compliance, said permit shall be subject to revocation by appropriate legal proceedings.

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

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

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

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**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of August 2011, pursuant to a roll call vote, as follows:

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

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of August 2011.

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

ATTEST:

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

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

\_\_\_\_\_  
Roland E. Casati Revocable Trust

\_\_\_\_\_  
Tony Romano

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

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