

VILLAGE OF FRANKLIN PARK
VOUCHER AND PAYMENT SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
11/21/11

Payroll Ending		11/04/11	
Village Portion of Social Security		7,691.01	
Village Portion of Medicare		4,666.89	
Prior Month Village Portion of IMRF		24,430.10	
Gross Payroll		401,150.43	
Special Payrolls			
Total Payroll Expense		\$ 437,938.43	
Garra Expense		\$0.00	
Manual Checks & Wires			
Manual Checks		70,032.03	
IEPA		125,354.77	
Total Manual Checks & Wires		\$ 195,386.80	
ACH Debits			
Health Insurance Premium			
Other			
Total ACH Debits		\$0.00	
Total Voucher		\$1,873,465.05	
Grand Total Payments		\$ 2,506,790.28	

Accounts Payable

Computer Check Proof List

User: cperez

Printed: 11/17/2011 - 10:35 AM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3443	1st AYD Corporation			Check Sequence: 1	ACH Enabled: No
502485	SOAPS, POLYLINERS, TOWELS, TISSUE, MOP	932.63	11/23/2011	10-90-62590	
503456	SOLVENT FOR DIP TANK	503.96	11/23/2011	08-01-89115	
503469	PB BLASTER/MOP/BRINGER/BUCKET	508.44	11/23/2011	08-01-89115	
503722	LOCK DEICER/ROLL TOWELS	145.62	11/23/2011	08-01-89115	
	Check Total:	2,090.65			
Vendor:1351	A Stars & Stripes Flag Company			Check Sequence: 2	ACH Enabled: No
12582	VETERANS DAY FLAGS & JT PARK	468.81	11/23/2011	10-90-62600	
	Check Total:	468.81			
Vendor:0719	A-1 FENCE, INC.			Check Sequence: 3	ACH Enabled: No
10182011	2527 WESTBROOK REPAIR SECTION OF POST	385.00	11/23/2011	10-90-62600	
	Check Total:	385.00			
Vendor:1260	Ace Hardware			Check Sequence: 4	ACH Enabled: No
038005/1	LOPPER ANVIL/MOTOR OIL	36.28	11/23/2011	35-01-63070	
040687/1	TROWL, HOOKS, ROOF PITCH, BAGS	72.93	11/23/2011	35-01-63070	
041065/1	WIRE THERM, FASTENERS, SPEAKER	32.59	11/23/2011	10-90-62590	
041166/1	PLUMBERS PUTTY, BLADE RECIP	8.47	11/23/2011	10-90-62590	
	Check Total:	150.27			
Vendor:1263	Ace Hardware			Check Sequence: 5	ACH Enabled: No
041294/1	C&K INT PP1 SAT NEUT GL	31.99	11/23/2011	10-13-52600	
041367/1	POP UP 1.25 X 5 PLASTIC	11.99	11/23/2011	10-13-52600	
041391/1	MOUSE SANDPAPER	6.49	11/23/2011	10-13-52200	
041778/1	PANEL FOR PD STATION	14.99	11/23/2011	10-20-52600	
041778/1-1	MAINT SUPPLIES	24.97	11/23/2011	10-13-52600	
	Check Total:	90.43			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1264 041223/1 041323/1	Ace Hardware 3 PKS PAPER TOWELS SPRAY, COAT, SCRAPERS, PAINTBRUSHES Check Total:	36.47 127.80 164.27	11/23/2011 11/23/2011	Check Sequence: 6 35-01-62590 10-90-62610	ACH Enabled: No
Vendor:4751 219216 219284	ADVANCED OCCUPATIONAL FLU SHOTSx48-\$22 each DRUG SCREEN, POST ACCIDENT SCREEN Check Total:	1,056.00 327.00 1,383.00	11/23/2011 11/23/2011	Check Sequence: 7 10-52-59000 10-52-59000	ACH Enabled: No
Vendor:3097 JC2011-0031 JC2011-0082	AFTERMATH BIOHAZARD MANAGEMENT BIO-HAZARDOUS CLEANING BOOKING ROOM BIO-HAZARDOUS CLEANING SQUAD 876 Check Total:	95.00 95.00 190.00	11/23/2011 11/23/2011	Check Sequence: 8 10-20-59000 10-20-59000	ACH Enabled: No
Vendor:0149 C29008	Al Piemonte Ford Sales, Inc. CHECK OUT #871 Check Total:	219.98 219.98	11/23/2011	Check Sequence: 9 08-01-50020	ACH Enabled: No
Vendor:2605 NOV 2011	ALFRED G. RONAN, LTD. PROFESSIONAL SERVICES NOV 2011 Check Total:	3,500.00 3,500.00	11/23/2011	Check Sequence: 10 10-12-67560	ACH Enabled: No
Vendor:0013 164255	ALLIED ASPHALT PAVING CO. 29.3 TONS OF SURFACE HOTPATCH Check Total:	1,538.27 1,538.27	11/23/2011	Check Sequence: 11 10-90-62600	ACH Enabled: No
Vendor:1288 479362	American Van Equipment, Inc. FLOOR CONSOLE FOR #216 Check Total:	176.36 176.36	11/23/2011	Check Sequence: 12 08-01-50034	ACH Enabled: No
Vendor:3698 7000377848	AMERICAN WATER WORKS MEMBERSHIP RENEWAL TONY FORMUSA Check Total:	75.00 75.00	11/23/2011	Check Sequence: 13 34-01-52100	ACH Enabled: No
Vendor:4305 5585	Animal Welfare League STRAY DOGS/CATS HANDLED	182.00	11/23/2011	Check Sequence: 14 10-20-60625	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	182.00			
Vendor:5347	ARAMARK UNIFORM SERVICES			Check Sequence: 15	ACH Enabled: No
701-7428545	RUBBER MATS AND SCRAPERS, NOV 1,11	52.53	11/23/2011	10-13-52600	
701-7428547	RUBBER MATS AND SCRAPERS, NOV 1,11	69.88	11/23/2011	10-13-52600	
701-7436445	RUBBER MATS AND SCRAPERS	52.53	11/23/2011	10-13-52600	
701-7436446	RUBBER MATS AND SCRAPERS	69.88	11/23/2011	10-13-52600	
	Check Total:	244.82			
Vendor:5242	AT&T			Check Sequence: 16	ACH Enabled: No
708Z99267310/1	MONTHLY STONE PARK CONF BRIDGE	275.90	11/23/2011	10-02-51200	
708Z99273110/1	MONTHLY NORTHLAKE CONF BRIDGE	275.90	11/23/2011	10-02-51200	
708Z99295910/1	MONTHLY MELROSE PK CONF BRIDGE	275.90	11/23/2011	10-02-51200	
847671022110/1	MONTHLY VARIOUS DID&FAX LINES	2,654.87	11/23/2011	10-02-51200	
847671605710/1	MONTHLY PD INVESTIGATIONS DSL	72.81	11/23/2011	10-02-51200	
847671780610/1	MONTHLY CLERK FAX&VH DSL	89.69	11/23/2011	10-02-51200	
847R161111110/1	MONTHLY LOCAL LD CHARGES	3,918.58	11/23/2011	10-02-51200	
847R16127410/1	MONTHLY VARIOUS DID&FAX LINES	3,376.73	11/23/2011	10-02-51200	
847R16134110/1	MONTHLY VERIZON T1,VARIOUS RADIO	6,136.97	11/23/2011	10-02-51200	
847Z97028910/1	MONTHLY VILLAGE T1 LINES	945.31	11/23/2011	10-02-51200	
	Check Total:	18,022.66			
Vendor:5351	AT&T			Check Sequence: 17	ACH Enabled: No
1313486168680/1	MNTHLY 800 CHARGES	41.81	11/23/2011	10-02-51200	
	Check Total:	41.81			
Vendor:4447	AT&T GLOBAL SERVICES, INC.			Check Sequence: 18	ACH Enabled: No
SB678630	MNTHLY MAINT ON PD PHONE LINES	726.68	11/23/2011	10-02-51200	
	Check Total:	726.68			
Vendor:0717	AT&T LONG DISTANCE			Check Sequence: 19	ACH Enabled: No
850021744-2/10	MONTHLY LONG DISTANCE	130.76	11/23/2011	10-02-51200	
	Check Total:	130.76			
Vendor:3350	AW DIRECT, INC.			Check Sequence: 20	ACH Enabled: No
1018032630	SHOVEL HOLDERS	237.48	11/23/2011	10-90-62070	
1018032645	REFLECTIVE TAPE	168.83	11/23/2011	10-90-62070	
	Check Total:	406.31			

Invoice No	Description	Amount	Payment Date	Aect Number	Reference
Vendor:0155 OCT 2011	B&R & B&D GASOLINE INC. GAS AND CAR WASH Check Total:	114.00 114.00	11/23/2011	Check Sequence: 21 10-20-59000	ACH Enabled: No
Vendor:2763 0159421 159474	BAXTER & WOODMAN RUBY ST TRAFFIC SIGNAL/ RR SIGNAL FRANKLIN AVE PHASE 1 REHAB Check Total:	552.27 21,514.09 22,066.36	11/23/2011 11/23/2011	Check Sequence: 22 10-90-82800 10-90-82800	ACH Enabled: No
Vendor:0925 106491	Bellwood Electric Motors, Inc. SERVICE CALL 17TH AVE LIFT STATION Check Total:	690.00 690.00	11/23/2011	Check Sequence: 23 35-01-63070	ACH Enabled: No
Vendor:1764 1160-1-NOV 1160NOV	BIUNDO LANDSCAPING CUTTING EMPTY LOT-10500 GRAND AVE GRASS CUTTING FEES- VACANT&FORECLOSURE Check Total:	375.00 298.00 1,673.00	11/23/2011 11/23/2011	Check Sequence: 24 43-01-59000 10-13-53000	ACH Enabled: No
Vendor:3236 121608 121763 2046-121542 2046-121544 2046-121798 2046-121838	CARQUEST ATTN: LARRY LIGHT BULBS FOR #881 FUEL FILTER FOR #233 SHOP BATTERY CHARGER JUMP STARTER W/ AWS SWAY BAR LINK FOR 470 PURGE SOLENOID FOR 470 Check Total:	24.99 53.10 299.00 456.08 55.98 36.99 926.14	11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011	Check Sequence: 25 08-01-50020 08-01-50020 08-01-89110 08-01-89110 08-01-50030 08-01-50030	ACH Enabled: No
Vendor:5299 11102011	CCMSI LIABILITY INSURANCE EXPENSE Check Total:	15,638.00 15,638.00	11/23/2011	Check Sequence: 26 10-32-62190	ACH Enabled: No
Vendor:2264 INV0622952	CDS Office Technologies WIRELESS CONFIG FOR SQUAD CARDS Check Total:	5,840.00 5,840.00	11/23/2011	Check Sequence: 27 10-20-80800	ACH Enabled: No
Vendor:1895 1024665 ZWZ3584	CDW Government, Inc. POWERWARE SUPPLY FOR PUMP HOUSE 100 PK DVD'S	720.91 35.39	11/23/2011 11/23/2011	Check Sequence: 28 34-01-62920 10-20-60630	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	756.30			
Vendor:0549 518405	Certified Laboratories 5 AEROSOLS, 2 SO CLEAR PRODUCTS Check Total:	1,006.12 1,006.12	11/23/2011	Check Sequence: 29 08-01-89115	ACH Enabled: No
Vendor:0042 0343740892	CINTAS FIRST AID & SAFETY IBUPROFEN, SINUS RELIEF, ASPIRIN Check Total:	57.53 57.53	11/23/2011	Check Sequence: 30 10-90-62590	ACH Enabled: No
Vendor:2783 410394 411192 411197	CJC Auto Parts FUEL/OIL FILTERS FOR STREET TRUCKS OIL FILTER FOR #232 OIL FILTERS &FUEL FITLERS FOR #474 Check Total:	59.84 34.08 26.27 120.19	11/23/2011 11/23/2011 11/23/2011	Check Sequence: 31 08-01-50090 08-01-50035 08-01-50030	ACH Enabled: No
Vendor:1420 409443A 409443B 409443C 409443D 409444A 409444B 409444C 409444D 409445 409446 409447 409546 409547	CLARK DIETZ, INC. VILLAGE STAFF ENGINEERING 8/27-9/30'11 VILLAGE STAFF ENGINEERING 8/27-9/30'11 VILLAGE STAFF ENGINEERING 8/27-9/30'11 VILLAGE STAFF ENGINEERING 8/27-9/30'11 VILLAGE STAFF ENGINEERING 8/27-9/30'11 VILLAGE STAFF ENGINEERING 8/27-9/30'11 VILLAGE STAFF ENGINEERING 8/27-9/30'11 VILLAGE STAFF ENGINEERING 8/27-9/30'11 REEVES & PEARL WATERMAIN DESIGN CULLERTON DR SSA PRELIM 08/27-09/30'11 WMRA SSA PRELIM ENGINEERING 8/27-9/30'11 IKE BUYOUT GRANT APP SRVS 10/1-10/28/11 IKE GRANT FEASIBILITY STUDY SRVS OCT 11 Check Total:	1,150.21 1,150.20 766.80 766.80 2,946.00 4,419.00 4,419.00 2,946.00 3,135.00 17,327.04 1,110.68 937.50 360.00 41,434.23	11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011	Check Sequence: 32 34-01-82800 35-01-82800 10-12-82800 10-90-82800 10-90-82800 34-01-82800 35-01-82800 10-12-82800 10-90-83060 10-12-82805 10-12-82805 10-12-82800 10-12-82800	ACH Enabled: No
Vendor:5257 0217099011/1111 0473120026/11 3195005070-11 3893073029/11 5228429011/OCT 5732152069/11 5903506002/11 7603147072/1111	COMED ELECTRICITY 0217099011 10/4-11/2 ELECTRICITY- 0473120026 ELECTRICITY- 3195005070 ELECTRICITY- 3893073029 ELECTRICITY 5228429011 ELECTRICITY- 5732152069 ELECTRICITY- 5903506002 ELECTRICITY 7603147072 10/3-11/1	102.50 512.94 489.38 19.98 12.18 108.54 187.73 182.24	11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011	Check Sequence: 33 35-01-62800 34-01-62800 10-50-62330 10-50-62330 34-01-62800 10-50-62330 10-50-62330 35-01-62800	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,615.49			
Vendor:5294 2559084054/1111	COMED ELECTRICITY- 2559084054 10/3-11/01 Check Total:	157.00 157.00	11/23/2011	Check Sequence: 34 35-01-62800	ACH Enabled: No
Vendor:0521 1110007167 1110007385 1110007491 1110007492 3330000804 3330000805	COMMERICAL TIRE COMPANY FRONT TIRE FOR SWEEPER #2 TIRES TIRES FLAT TIRE REPAIR FLAT TIRE REPAIR TIRES Check Total:	412.28 425.00 800.00 26.50 105.00 240.00 2,008.78	11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011	Check Sequence: 35 09-01-50100 09-01-50100 10-90-50100 10-90-50100 09-01-50100 09-01-50100	ACH Enabled: No
Vendor:1120 1540	Construction & Geotechnical Ma CCDD TEST/ENGRNG JB WILLIAMS RESERVOIR Check Total:	2,600.00 2,600.00	11/23/2011	Check Sequence: 36 35-01-82800	ACH Enabled: No
Vendor:3788 11152011	Crains Chicago Business 2012 SUBSCRIPTION DUES Check Total:	97.95 97.95	11/23/2011	Check Sequence: 37 10-12-51700	ACH Enabled: No
Vendor:4522 701-1746822	CROWE HORWATH AUDIT EXAM-TIME INCURRED THRU 11/3/11 Check Total:	2,630.00 2,630.00	11/23/2011	Check Sequence: 38 10-33-52400	ACH Enabled: No
Vendor:1464 0000113335	D & P CONSTRUCTION 30 YARD EXCHANGE SWITCH Check Total:	300.00 300.00	11/23/2011	Check Sequence: 39 09-01-50100	ACH Enabled: No
Vendor:3202 18516	DAI Environmental PROFESS.SRVCS FOR UNILEVER 9353 BELMONT Check Total:	701.75 701.75	11/23/2011	Check Sequence: 40 54-01-50000	ACH Enabled: No
Vendor:5503 0000276328	DISCOVERY BENEFITS MNTHLY PART.&DEBIT CARD FEE-NOV 2011	243.00	11/23/2011	Check Sequence: 41 10-01-40999	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	243.00			
Vendor:2862 1477	Dome Corp. of North America REPLACEMENT OF TAIL PULLEY BEARING Check Total:	4,595.00 4,595.00	11/23/2011	Check Sequence: 42 10-90-88860	ACH Enabled: No
Vendor:4705 T1624	DURA BILT FENCE II, INC. FURNISHED/INSTALLED TEMP FENCE Check Total:	9,975.00 9,975.00	11/23/2011	Check Sequence: 43 54-01-50000	ACH Enabled: No
Vendor:8255 0047461	EJ EQUIPMENT COUNTER & MEASURING WHEEL FOR 211 Check Total:	422.13 422.13	11/23/2011	Check Sequence: 44 08-01-50035	ACH Enabled: No
Vendor:3829 8898 8902	ELECTRICAL SYSTEMS, INC. MAIN STREET BREAKER TRIP-PUMP STATION PUMP STATION PUMP #3 REPLACEMNT Check Total:	410.32 7,072.62 7,482.94	11/23/2011 11/23/2011	Check Sequence: 45 34-01-62860 34-01-82990	ACH Enabled: No
Vendor:1533 1039	ENERGY VETERANS INC EECBG GRANT-ENERGY AUDIT SRVCS FINAL Check Total:	9,690.00 9,690.00	11/23/2011	Check Sequence: 46 10-12-54000	ACH Enabled: No
Vendor:5609 100441800240 100588000240 200900000070	EXELON ENERGY ENERGY EE1004418 ENERGY EE1005880 ELECTRICITY- EE2009000 Check Total:	6,837.36 86.26 444.75 7,368.37	11/23/2011 11/23/2011 11/23/2011	Check Sequence: 47 34-01-62800 34-01-62800 10-50-62330	ACH Enabled: No
Vendor:3510 PINV344184 PINV344201 PINV351355	GARVEY'S OFFICE PRODUCTS 8 PENS, 6 INK CART, 13 POST-IT NOTES STAPLER 2 BATTERIES, 2 FOLDERS, & INK Check Total:	196.23 52.95 145.94 395.12	11/23/2011 11/23/2011 11/23/2011	Check Sequence: 48 10-90-62680 10-90-62680 10-01-50400	ACH Enabled: No
Vendor:4051 838644	GLOVE PLANET 8 100 PKS- NITRITE GLOVES	325.60	11/23/2011	Check Sequence: 49 10-20-60331	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	325.60			
Vendor:5200	GRAINGER			Check Sequence: 50	ACH Enabled: No
9660723199	4 PRESSURE GAUGES	42.36	11/23/2011	34-01-62860	
9661141870	2 GARMENT EXCHANGE LOCKERS	907.96	11/23/2011	34-01-62590	
9663415405	SOCKET SET, 125 PIECES	181.35	11/23/2011	35-01-62070	
9663596170	TOTE BAG, DUCK TAPE, EAR MUFFS	211.46	11/23/2011	35-01-62070	
9665586633	4 11 INCH PIPE WRENCHES	207.56	11/23/2011	35-01-62070	
9671578079	SOCKET ADAPTER	24.57	11/23/2011	08-01-89110	
	Check Total:	1,575.26			
Vendor:0522	GUARDIAN LIFE INS. (ASO)			Check Sequence: 51	ACH Enabled: No
468861/112011	DENTAL PPO	11,175.30	11/23/2011	10-52-62390	
	Check Total:	11,175.30			
Vendor:1555	H & H ELECTRIC COMPANY			Check Sequence: 52	ACH Enabled: No
18924	TRAFFIC SIGNAL MAINTENANCE	1,140.00	11/23/2011	10-90-62690	
	Check Total:	1,140.00			
Vendor:4042	HANDCUFF WAREHOUSE			Check Sequence: 53	ACH Enabled: No
17704	DISPOSABLE RESTRAINTS	183.49	11/23/2011	10-20-60331	
	Check Total:	183.49			
Vendor:1242	HARTS TRACTOR CO. INC.			Check Sequence: 54	ACH Enabled: No
00041187	JACK HAMMER PRESSURE REPAIR	255.00	11/23/2011	08-01-50034	
40887A	INVOICE DIFFERENTIAL	27.00	11/23/2011	08-01-50030	
	Check Total:	282.00			
Vendor:5409	HD SUPPLY WATERWORKS, LTD			Check Sequence: 55	ACH Enabled: No
3896831	WATER MAIN PARTS	1,109.21	11/23/2011	34-01-62860	
	Check Total:	1,109.21			
Vendor:8267	IBM Corporation			Check Sequence: 56	ACH Enabled: No
0134095	QRTLY MAINT-AS/400	216.29	11/23/2011	10-02-80001	
	Check Total:	216.29			
Vendor:0402	ILLINOIS MUNICIPAL LEAGUE			Check Sequence: 57	ACH Enabled: No
11012011	MEMBERSHIP DUES 1/1/2012- 12/31/2012	1,255.00	11/23/2011	10-01-60000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,255.00			
Vendor:5327 17555	INDUSTRIAL & WHOLESALE LUMBER SEAL FOAM, SILICON, GLUE -BREAK ROOM Check Total:	38.06 38.06	11/23/2011	Check Sequence: 58 10-90-62590	ACH Enabled: No
Vendor:1589 10192011	ROSE F. JACOBS ARBITRAL SRVCS FOR FIREFIGHTER'S GRIEVAN Check Total:	1,300.00 1,300.00	11/23/2011	Check Sequence: 59 10-30-64000	ACH Enabled: No
Vendor:3753 7921	Jay-Bee Lift Truck Service Cor FORKLIFT RENTAL FEE & GAS Check Total:	492.33 492.33	11/23/2011	Check Sequence: 60 34-01-82990	ACH Enabled: No
Vendor:4559 962	JESSE'S LAWN SERVICE LANDSCAPING FOR VACANT AND FORECLOSURES Check Total:	72.00 1,072.00	11/23/2011	Check Sequence: 61 10-13-53000	ACH Enabled: No
Vendor:1534 163263	JKS VENTURES, INC. STONE Check Total:	514.44 514.44	11/23/2011	Check Sequence: 62 35-01-63070	ACH Enabled: No
Vendor:1254 11128	JS PRINTING VINYL BANNER VOFPP Check Total:	72.00 72.00	11/23/2011	Check Sequence: 63 10-60-59000	ACH Enabled: No
Vendor:0497 10715	Kane, Mc Kenna & Associates PROF SVCS ATR CONTRACT DATED 1/13/10 Check Total:	1,125.00 1,125.00	11/23/2011	Check Sequence: 64 14-01-67590	ACH Enabled: No
Vendor:2743 180779	KIEFT BROTHERS, INC. RUBBER/CONE- 9662 FRANKLIN MANHOLE Check Total:	658.00 658.00	11/23/2011	Check Sequence: 65 35-01-63070	ACH Enabled: No
Vendor:0110 2734 2737	KRIETER CONCRETE CONST. 3540 SUNSET/10232 MCNERNEY- REPAIR 3700 SANDRA/3500 KING/3400 WOLF- REPAIR	2,180.00 3,880.00	11/23/2011 11/23/2011	Check Sequence: 66 35-01-63070 35-01-63070	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	6,060.00			
Vendor:0284 11042011	LAW OFFICE OF LOUIS F CAINKAR SRVCS RNDERED FRM 7/1/-9/30/11PD STATION Check Total:	2,035.00 2,035.00	11/23/2011	Check Sequence: 67 54-01-51000	ACH Enabled: No
Vendor:4990 09302011	LAW OFFICES OF FERDINAND P. SE LEGAL FEES Check Total:	1,661.00 1,661.00	11/23/2011	Check Sequence: 68 10-72-62557	ACH Enabled: No
Vendor:1333 900273425 9300192714A 9300192714B 9300255132 9300284502	Lawson Products, Inc. HOSE PROTECTOR HEAT SEAL BULBS & OTHER PARTS 4 NITRILE GLOVES GRAY WEATHERPACK SEAL WEATHERPACKS Check Total:	60.95 120.78 60.44 9.60 15.90 267.67	11/23/2011 11/23/2011 11/23/2011 11/23/2011 11/23/2011	Check Sequence: 69 08-01-89115 10-90-62590 10-90-62680 08-01-89115 08-01-89115	ACH Enabled: No
Vendor:0011 FINAL PYMT 3	M & A CEMENT WORK FINAL PYMT FOR 50/50 SIDEWALK/CURB 2011 Check Total:	28,812.40 28,812.40	11/23/2011	Check Sequence: 70 10-13-69060	ACH Enabled: No
Vendor:0437 13445	MAJOR JANITORIAL TOWELS, SOAP, & DISINFECTANT Check Total:	2,137.59 2,137.59	11/23/2011	Check Sequence: 71 10-13-52200	ACH Enabled: No
Vendor:4403 62622	Martin Mack Fire and Safety VH INSPECTION/ FIRE EXTINGUISHER MAINT Check Total:	160.45 160.45	11/23/2011	Check Sequence: 72 10-13-52600	ACH Enabled: No
Vendor:0131 14284 23598 23598-1	MENARDS - MELROSE PARK SIGNS, BOLTS, CORDS WASHER KIT, DOOR BOTTOM MAINT SUPPLIES FOR PD STATION Check Total:	99.93 28.12 31.98 160.03	11/23/2011 11/23/2011 11/23/2011	Check Sequence: 73 10-90-62610 10-13-52600 10-20-52600	ACH Enabled: No
Vendor:1735 1152011	ROBERT MICHALOWSKI ARCHITECTURAL SRVCS FOR DECEMBER Check Total:	1,417.00	11/23/2011	Check Sequence: 74 10-12-52925	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,417.00			
Vendor:0329	MONROE TRUCK EQUIPMENT			Check Sequence: 75	ACH Enabled: No
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	Check Total:	868.00			
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11-035A	PRECONSTRUCTION SERVICES	6,750.00	11/23/2011	54-01-54000	
11-035B	GENERAL LIABILITY INSURANCE	2,426.00	11/23/2011	54-01-58000	
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150993	3" BIT	143.20	11/23/2011	34-01-62860	
151048	REPAIR PARTS & LABOR	68.42	11/23/2011	34-01-62860	
151058	HITCH SAFETY PIN	25.16	11/23/2011	34-01-62860	
151111	ADAPTOR	10.00	11/23/2011	10-90-62590	
151120	FIRE HOSE TO WASH OUT SWEEPERS	103.60	11/23/2011	09-01-50100	
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10021-11	ANNEXATION	62.76	11/23/2011	10-72-62557	
10021-12	MARTEN STREET	79.10	11/23/2011	10-72-62557	
10021-13	TAX RATE OBJECTIONS	35.00	11/23/2011	10-72-62557	
10021-14	ORDINANCES	4.50	11/23/2011	10-72-62557	
10021-15	GENERAL	17.10	11/23/2011	10-72-62557	
10021-2	TOWER MEDIA	123.75	11/23/2011	10-72-62557	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
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10021-5	MARTEN STREET	907.50	11/23/2011	10-72-62557	
10021-6	TAX RATE OBJECTIONS	288.75	11/23/2011	10-72-62557	
10021-7	ZONING	825.00	11/23/2011	10-72-62557	
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Vendor:0627 0044769-IN	RAY O'HERRON PANTS AND JACKET	210.90	11/23/2011	Check Sequence: 87 10-20-60590	ACH Enabled: No

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Vendor:1017 20308280	Ricoh Customer Finance Corp. MNTHLY LEASE- CLERK COPIER Check Total:	391.02 391.02	11/23/2011	Check Sequence: 91 10-02-80001	ACH Enabled: No
Vendor:2023 1/818140	RKD Const Supplies & Equip Inc PLASTIC FENCE AND POST Check Total:	326.00 326.00	11/23/2011	Check Sequence: 92 10-90-62600	ACH Enabled: No
Vendor:2081 1099M-NOV 1099M-NOV-1	ROSENTHAL, MURPHY PD ISSUES MISC HR ISSUES Check Total:	337.50 2,025.00 2,362.50	11/23/2011 11/23/2011	Check Sequence: 93 10-20-64000 10-72-59000	ACH Enabled: No
Vendor:1383 227 227-1	Rotary Club of Franklin Park-O QUARTERLY DUES OCT-DEC11 QUARTER OF MTG LUNCHES OCT-DEC11 Check Total:	40.00 169.00 209.00	11/23/2011 11/23/2011	Check Sequence: 94 10-12-52100 10-12-52100	ACH Enabled: No
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Vendor:3738 D10/11-2	Speer Financial, Inc. SERVICES INV 2011 LIMIT DISCLOSURE Check Total:	888.75 888.75	11/23/2011	Check Sequence: 98 44-01-45000	ACH Enabled: No
Vendor:4125 30455526-091	SPRINT MTHLY CELL PHONE CHARGES Check Total:	4,663.03 4,663.03	11/23/2011	Check Sequence: 99 10-02-80300	ACH Enabled: No
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Vendor:0340 10012011	Storino, Ramello & Durkin ASSESSMENT APPEALS Check Total:	175.00 175.00	11/23/2011	Check Sequence: 103 10-72-62557	ACH Enabled: No
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Vendor:0183 47875 47876 48064	SUBURBAN WELDING STEEL, LLC REPAIR/LABOR/MATERIAL PLOW 229 REPAIR/LABOR/MATERIAL PLOW 205 LANDSCAPE TRAILER	1,781.49 1,568.04 163.95	11/23/2011 11/23/2011 11/23/2011	Check Sequence: 105 10-90-50110 10-90-50110 10-90-62600	ACH Enabled: No

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48173	TRUCK 232- REPAIR WELD	75.00	11/23/2011	34-01-50150	
48222	TRUCK 224- REPAIR DOG EARS	217.00	11/23/2011	10-90-50110	
	Check Total:	5,510.04			
Vendor:0444 155760	SUN-TIMES MEDIA LEGAL NOTICE PUBLICATION ZBA11-15 Check Total:	37.60 37.60	11/23/2011	Check Sequence: 106 10-12-53170	ACH Enabled: No
Vendor:4231 0584496	TELVENT DTN WEATHERSENTRY PREMIUM & MONITOR Check Total:	456.00 456.00	11/23/2011	Check Sequence: 107 35-01-62590	ACH Enabled: No
Vendor:3075 86408-00	Terminal Supply Company SHOP SUPPLIES Check Total:	108.36 108.36	11/23/2011	Check Sequence: 108 08-01-89115	ACH Enabled: No
Vendor:1505 11012011	THE JORDAN GROUP OCT PUBLIC AFFAIRS/PR CONSULTING Check Total:	5,000.00 5,000.00	11/23/2011	Check Sequence: 109 10-01-51885	ACH Enabled: No
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Vendor:3694 95989	Tire Town North TIRE REPAIR Check Total:	64.95 64.95	11/23/2011	Check Sequence: 111 08-01-50030	ACH Enabled: No
Vendor:0028 07-00063-00-CH	State of Illinois Treasurer REPYMT OF FUNDS FOR SEYMOUR AVE EXT PR Check Total:	1,138,498.57 1,138,498.57	11/23/2011	Check Sequence: 112 30-01-82750	ACH Enabled: No
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	Check Total:	60.00			
Vendor:0428 071285	Truck Alignment Specialist Inc TRUCK 229 PARTS AND LABOR Check Total:	172.65 172.65	11/23/2011	Check Sequence: 114 09-01-50100	ACH Enabled: No
Vendor:5282 2913877 2913902 2913913	U.S. BANK SER.2204A GO BND ADMIN CHARGES SER.2006 GO REFNDING BND ADMIN CHARGES SER.2004B GO REFNDING BND ADMIN CHARGES Check Total:	175.00 175.00 175.00 525.00	11/23/2011 11/23/2011 11/23/2011	Check Sequence: 115 44-01-45000 44-01-45000 44-01-45000	ACH Enabled: No
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Vendor:0202 0229054	WATER PRODUCTS - AURORA ZINC CAPS Check Total:	88.50 88.50	11/23/2011	Check Sequence: 117 34-01-62860	ACH Enabled: No
Vendor:0789 57757 57816 57817	Wernick Key & Lock Service SERVICE CALL- LOCK INSTALLATION PRIMOS KEYS KEYS Check Total:	446.20 24.00 15.60 485.80	11/23/2011 11/23/2011 11/23/2011	Check Sequence: 118 10-90-62590 10-20-52600 10-20-52600	ACH Enabled: No
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Vendor:0207 1266077-2 1269492-1	ZENGER'S INDUSTRIAL SCREW EXTRACTOR #8 HAND TOOLS FOR TRUCK 234 Check Total:	33.50 142.48 175.98	11/23/2011 11/23/2011	Check Sequence: 120 35-01-63070 34-01-62070	ACH Enabled: No
Vendor:0209 214329-000	Ziebell Water Service Pdts. WATER MAIN MATERIALS	1,342.00	11/23/2011	Check Sequence: 121 34-01-62860	ACH Enabled: No

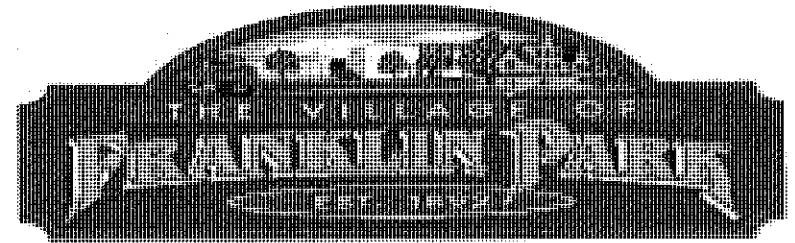
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	Check Total:	1,342.00			
	Total for Check Run:	1,873,465.05			
	Total Number of Checks:	121			

Accounts Payable

Manual Check Proof List

JE 29

User: cperez
Printed: 11/09/2011 - 1:59 PM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 1902	THOMASGOLS						
				301424	11/04/2011		
11032011	360.00	11/04/2011	SERVICES RENDERED OCT 21-NOV 3RD 2011			10-01-67590	
Total for Check	360.00						
Total for 1902	360.00						
Vendor: 3168	ILLINOS GOVT FINANCE OFFICERS						
				301421	10/31/2011		
10212011	120.00	11/04/2011	IGFOA CONFERENCE			10-01-52001	
Total for Check	120.00						
Total for 3168	120.00						
Vendor: 3495	Alexander Equipment Company						
				301420	10/31/2011		
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Total for 3495	423.52						
Total Checks:	903.52						

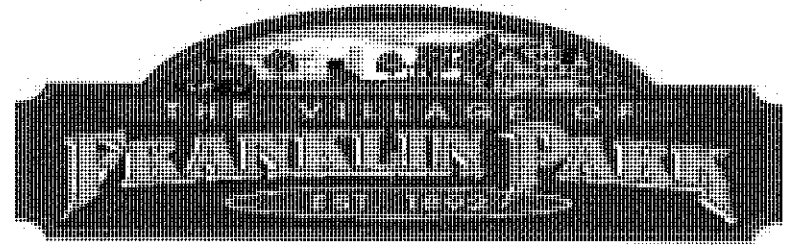
Accounts Payable

Manual Check Proof List

JE 58

User: cperez

Printed: 11/17/2011 - 12:01 PM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0011	M & A CEMENT WORK						
				301594	11/14/2011		
PYMT 2	17,000.00	11/15/2011	WATER DEPT PORTION-CURB&50/50 SIDEWAL			34-01-69050	
PYMT 2-1	42,741.82	11/15/2011	BLDG DEPT PORTION-50/50 SIDEWALK			10-13-69060	
Total for Check	59,741.82						
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Vendor: 1780	SILESIA GLASS SRVCS						
				301595	11/15/2011		
301595	1,640.00	11/15/2011	FOR GLASS,ENTRY DR&WINDOW WORK			10-13-52600	
Total for Check	1,640.00						
Total for 1780	1,640.00						
Vendor: 1924	PTL LANDSCAPING						
				301596	11/15/2011		
3319	1,034.00	11/15/2011	LANDSCAPING FOR VACANT&FORECLOSED HOMES			10-13-53000	
Total for Check	1,034.00						
Total for 1924	1,034.00						
Vendor: 2098	J.T. BROWN						
				301598	11/15/2011		
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Total for Check	200.00						
Total for 2098	200.00						

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 2157	LIFETIME TREASURES						
				301597	11/15/2011		
11152011	225.00	11/15/2011	PHOTOS OF THE VILLAGE BY COLEEN G			10-01-59000	
Total for Check	225.00						
Total for 2157	225.00						
Vendor: 4506	PhilSkortz						
				301592	11/10/2011		
301592	399.19	11/15/2011	REIMB FOR EQUIP PURCH.FOR XMAS HAM.SQ			10-61-69580	
Total for Check	399.19						
Total for 4506	399.19						
Vendor: 5238	COMED						
				301593	11/10/2011		
301593	5,888.50	11/15/2011	ADVANCED DEPOSIT DEMO FOR PD STATION			54-01-60000	
Total for Check	5,888.50						
Total for 5238	5,888.50						
Total Checks:	69,128.51						

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-__

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

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

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

**Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/21/11
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 THE CENTRELLA-SEYMOUR REDEVELOPMENT PROJECT AREA WITHIN
THE MILWAUKEE ROAD PLANNING AREA NO. 1 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-28 adopted and approved the Milwaukee Road Redevelopment Plan and Project for Redevelopment Planning Area No. 1 (the "*RPLA No. 1 Plan and Project*"), with respect to a public hearing held on June 20, 2011, and in Ordinance Number 1112-G-29 designated the Milwaukee Road Redevelopment Planning Area No. 1 (the "*RPLA No. 1*"); 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. 1 the Village may designate any portion of the RPLA No. 1 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. 1 through adoption of the proposed Village of Franklin Park, Cook County Milwaukee Road

Industrial RPLA No. 1 Centrella-Seymour Redevelopment Project Area Redevelopment Plan and Project (the “*RPA Plan and Project*”) within the municipal boundaries of the Village Franklin Park, Illinois, and within the portion of the RPLA No. 1 to be designated as the Centrella-Seymour Redevelopment Project Area (the “*RPA*”), described in Exhibit A, a copy of which is attached hereto and made a part hereof, which area constitutes in aggregate approximately 34.7 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 Plan and Project is hereby adopted and approved. A copy of the RPA 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 November 2011, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of November 2011.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

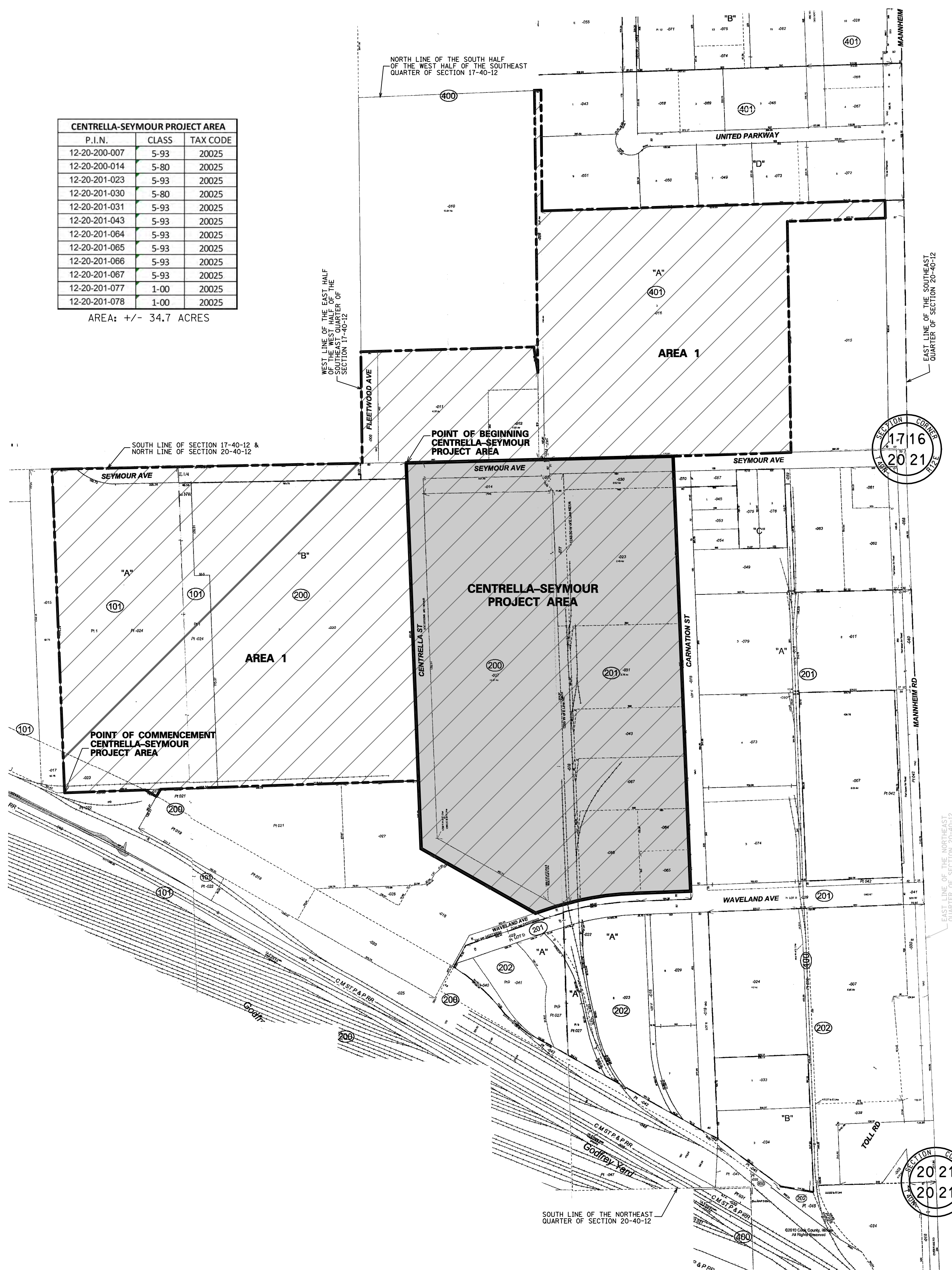
RPA

Exhibit B

RPA Plan and Project

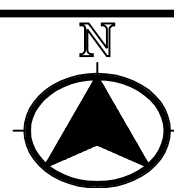
CENTRELLA-SEYMOUR PROJECT AREA		
P.I.N.	CLASS	TAX CODE
12-20-200-007	5-93	20025
12-20-200-014	5-80	20025
12-20-201-023	5-93	20025
12-20-201-030	5-80	20025
12-20-201-031	5-93	20025
12-20-201-043	5-93	20025
12-20-201-064	5-93	20025
12-20-201-065	5-93	20025
12-20-201-066	5-93	20025
12-20-201-067	5-93	20025
12-20-201-077	1-00	20025
12-20-201-078	1-00	20025

AREA: +/- 34.7 ACRES



REVISIONS:
11/17/11

11/17/11



SCALE: 1"=250'



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

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

DATE:
08/10/11

JOB NO:
6672

FILENAME:
6672EXB-03.DGN

VILLAGE OF FRANKLIN PARK

Milwaukee Road Industrial RPLA No. 1
Centrella-Seymour Project Area

REDEVELOPMENT PLAN AND PROJECT

Prepared For:

Village of Franklin Park, Illinois

Prepared By:

Kane, McKenna and Associates, Inc.

November 2011

Proposed Milwaukee Road Industrial
Redevelopment Planning Area No. 1
Centrella-Seymour Project Area

Redevelopment Plan and Project

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Appendices

Appendix 1

Centrella-Seymour Project Area Boundary Map

Appendix 2

Legal Description

I. INTRODUCTION

A. Proposed Milwaukee Road Industrial Redevelopment Planning Area No. 1/Centrella-Seymour Project Area

In this report, the Village of Franklin Park (the “Village”) proposes the establishment of the Centrella-Seymour Project Area (“the Centrella-Seymour Project Area” or “Redevelopment Project Area”) within the Milwaukee Road Industrial Redevelopment Planning Area No. 1 (“RPLA No. 1”). The proposed RPLA No. 1 is generally located in the northwestern section of the Village of Franklin Park (the “Village”), adjacent to O’ Hare International Airport. The Centrella-Seymour Project Area (the “Project Area”) is contained entirely within RPLA No. 1. Properties are west of Mannheim Road, the major north/south roadway within the planning area. The Redevelopment Project Area is bounded by Seymour Avenue to the north and Waveland to the south.

The Centrella-Seymour Project Area consists of approximately fourteen (14) parcels of land that is principally made up of existing industrial-related uses and vacant parcels that were formerly industrial-oriented. (See Appendix 1 for a map of the Centrella-Seymour Project Area.) The primary objective for the Redevelopment Project Area would be to redevelop the vacant areas - with industrial and distribution uses targeted for redevelopment - as well as providing complementary rights-of-way improvements. An ongoing challenge is to maintain internal roadways in good condition, because of heavy “wear and tear” due to a combination of high truck traffic and environmental factors (e.g., water is often not rapidly dispersed from the right-of-way, where it “pools” on the roads and weakens the surface and base).

The previously adopted Redevelopment Plan and Project for RPLA No. 1 (the “RPLA Plan and Project No. 1”) is intended to serve as a mechanism for the Village to redevelop the entire RPLA No. 1 through the creation of individual sub-areas that will each be designated as specific Redevelopment Project Areas, including Centrella-Seymour Project Area 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 Centrella-Seymour Project Area 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. 1 and the Centrella-Seymour Project Area 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 Centrella-Seymour Project Area 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. 1, as well as the subsequent establishment of the Centrella-Seymour Project Area 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-1970s at over 20,000, and dropped modestly to 19,434 as of the 2000 Census. The 2010 Census reveals a population of 18,333. 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. 1 and the Centrella-Seymour Project Area 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. 1 and Centrella-Seymour Project Area 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 Centrella-Seymour Project Area 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, Centrella-Seymour Project Area 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 Centrella-Seymour Project Area within RPLA No. 1. However, development of the Project Area 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 the Centrella-Seymour Project Area), all to be located within the RPLA No. 1.

The Village proposes to designate the Centrella-Seymour Project Area pursuant to the Illinois Jobs Recovery Law, as defined herein. The Centrella-Seymour Project Area 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 the Centrella-Seymour redevelopment plan and project (the "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 Centrella-Seymour Project Area 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 Centrella-Seymour Project Area 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 the Centrella-Seymour 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 Centrella-Seymour Project Area Plan and Project will benefit the Village and all the taxing districts which encompass Centrella-Seymour Project Area 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 Centrella-Seymour Project Area 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. 1 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 Centrella-Seymour Project Area herein. Accordingly, Centrella-Seymour Project Area 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. 1, and each subsequent Redevelopment Project Area including the Centrella-Seymour Project Area, 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. 1 nor the subsidiary Centrella-Seymour Project Area 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 Centrella-Seymour Project Area 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 Centrella-Seymour Project Area 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. 1, including the Centrella-Seymour Redevelopment Project Area 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

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

III. RESTATEMENT OF EVIDENCE THAT THE RPLA No. 1 HAS NOT BEEN SUBJECT TO GROWTH THROUGH PRIVATE INVESTMENT

The Centrella-Seymour Project Area 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 the Centrella-Seymour Project Area 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 Centrella-Seymour Project Area have to-date been submitted to the Village for the Centrella-Seymour Project Area's redevelopment. The result has been an overall decline in employment within the RPA, 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

There are nine (9) taxing districts that overlap the Centrella-Seymour Project Area. 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 Centrella-Seymour Project Area 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 Centrella-Seymour Project Area. Consequently, the development leveraged through the Redevelopment Project Area 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 will help address the problem of the area's surplus labor condition.

Any appropriate improvements to public infrastructure adjacent to or within the Centrella-Seymour Project Area will be financed as part of the projects generated by economic development.

V. REDEVELOPMENT PLANNING AREA GOALS AND OBJECTIVES

The following goals and objectives are presented for the RPLA No. 1 as well as the Centrella-Seymour Project Area, 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. 1 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. 1 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. 1 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. 1 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. 1 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. 1 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. 1 and subsidiary Redevelopment Project Areas; and
5. Provide for an attractive overall appearance of the area.

The redevelopment of the RPLA No. 1 and subsidiary Redevelopment Project Areas will contribute to the overall economic development of the Village. Specifically job creation associated with the RPLA No. 1 and the Centrella-Seymour Project Area 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

The RPLA No. 1 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. 1 under IJRL authority granted to the Village. Therefore, these findings by the Village apply to the Centrella-Seymour Project Area and are also incorporated into this 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. 1 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
State of Illinois 5-Year Average		7.3%
Village of Franklin Park	2010	14.1%
	2009	13.7
	2008	8.6
	2007	6.9
	2006	6.1
Village of Franklin Park 5-Year Average		9.9%
Difference in 5-Year Average		2.6%

Source: Illinois Department of Employment Security.

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

VII. PROJECT BACKGROUND AND PLANS

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 the Centrella-Seymour Project Area. As of the date of the adoption of this 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 implements the goals and objectives of the Centrella-Seymour Project Area 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 RPA 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 or parcels 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. 1 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, the DHL-Seymour Project Area is reasonably expected to result in the creation or retention of 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 750 jobs will be created or retained 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 RPA

A. Plan and Project Objectives

The Village proposes to realize its goals and objectives of encouraging the development of the Centrella-Seymour Project Area, 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 Plan and Project, 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 the Centrella-Seymour Project Area 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 the Centrella-Seymour Project Area.

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 the Centrella-Seymour Project Area.

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. 1.

C. General Land Use Plan

Existing land uses in the Centrella-Seymour Project Area are primarily industrial-related uses as well as vacant parcels zoned for industrial use. These parcels constitute approximately thirty-five (35) 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 Plan and Project. Private investments, which supplement publically financed "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 are 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 Exhibit 2. 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 the Centrella-Seymour Project Area.

Exhibit 2

Budget for Centrella-Seymour RPA

Budget Category	Estimated Cost
Administration (planning, marketing, site management, legal, architects, engineers, other, etc.)	\$500,000

Interest Costs (pursuant to the Law)	\$500, 000
Job Training	\$1, 000, 000
Land Acquisition & Assembly	\$1, 000, 000
Public Facilities (i.e. fire station, parking facilities, etc.)	\$2, 000, 000
Public Infrastructure (Roadways, traffic signals, lighting, landscaping, pedestrian improvements, water, sanitary sewer, stormwater management, telecommunications, gas, electric, etc.)	\$7, 000, 000
Rehabilitation of Structures	\$1, 000, 000
Site Preparation (including demolition and environmental remediation)	\$5, 000, 000
TOTAL ESTIMATED RPA COSTS	\$18, 000, 000

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 RPA 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 the Centrella-Seymour Project Area. 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 Centrella-Seymour Project Area 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 the Centrella-Seymour Project Area 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 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 Centrella-Seymour Project Area 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 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 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 the Centrella-Seymour Project Area is approximately \$10,002,378. The Boundary Map, Appendix 1, shows the location of the Centrella-Seymour Project Area.

H. Anticipated Equalized Assessed Valuation (EAV)

Upon completion of the anticipated private development of the Redevelopment Project Area over an estimated twenty-three year period, it is estimated that the equalized assessed valuation (EAV) of the property within the Redevelopment Project Area will be approximately \$25 million.

IX. JOB TRAINING PROJECT

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

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

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

XII. PROVISIONS FOR AMENDING THE REDEVELOPMENT PLAN AND PROJECT

This Centrella-Seymour Project Area Plan and Project shall expire no later than 23 years from the date of adoption of the ordinance approving this Centrella-Seymour Project Area Plan and Project and may be amended pursuant to the provisions of the Law.

Appendix 1
TIF Boundary Map

Appendix 2
Legal Description

LEGAL DESCRIPTION – CENTRELLA-SEYMOUR

THAT PART OF THE SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE **SOUTHWEST CORNER OF LOT 1 OF CENTERPOINT O'HARE – SOUTH**, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2008 AS DOCUMENT 0822018090; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER THEREOF, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 20; THENCE EASTERLY ALONG THE LAST DESCRIBED NORTH LINE TO THE NORTHWEST CORNER OF SEYMOUR AVENUE AS DEDICATED PER DOCUMENT NUMBER 0822018089; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 20, ALSO BEING THE NORTH LINE OF SAID SEYMOUR AVENUE, TO A POINT ON THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF CENTRELLA STREET AS DEDICATED PER DOCUMENT 26720568, BEING THE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID SECTION 20 TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF CARNATION STREET AS DEDICATED PER DOCUMENT 20689487; THENCE SOUTH ON THE LAST DESCRIBED LINE TO A POINT 1577.95 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE NORTH LINE OF WAVELAND AVENUE AS DEDICATED PER SAID DOCUMENT 20689487; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE LAST DESCRIBED NORTH LINE OF WAVELAND AVENUE TO A POINT ON THE NORTHEASTERLY LINE OF PROPERTY CONVEYED TO THE NATIONAL TEA COMPANY BY DEED RECORDED AS DOCUMENT 19981211, ALSO BEING THE SOUTHWESTERLY LINE OF SAID CENTRELLA STREET; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE 1813.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, ALSO BEING THE WEST LINE OF SAID CENTRELLA STREET; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE AND THE NORTHERLY EXTENSION THEREOF TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PREPARED BY: SPACECO, Inc.

DATED: November 17, 2011

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-__

**AN ORDINANCE DESIGNATING THE CENTRELLA-SEYMOUR REDEVELOPMENT
PROJECT AREA WITHIN THE MILWAUKEE ROAD PLANNING AREA NO. 1
IN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/21/11
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

SECOND ORDINANCE

ORDINANCE NUMBER 1112-G- __

**AN ORDINANCE DESIGNATING THE CENTRELLA-SEYMOUR REDEVELOPMENT
PROJECT AREA WITHIN THE MILWAUKEE ROAD PLANNING AREA NO. 1
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-28 adopted and approved the Milwaukee Road Redevelopment Plan and Project for Redevelopment Planning Area No. 1 (the "*RPLA No. 1 Plan and Project*"), with respect to a public hearing held on June 20, 2011, and in Ordinance Number 1112-G-29 designated the Milwaukee Road Redevelopment Planning Area No. 1 (the "*RPLA No. 1*"); 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. 1 the Village may designate any portion of the RPLA No. 1 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. 1 Centrella-Seymour Redevelopment Project Area 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, a copy of which is attached hereto and made a part hereof, is hereby designated as the Village of Franklin Park, Cook County Milwaukee Road Industrial RPLA No. 1 Centrella-Seymour Redevelopment Project Area 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 November 2011, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of November 2011.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

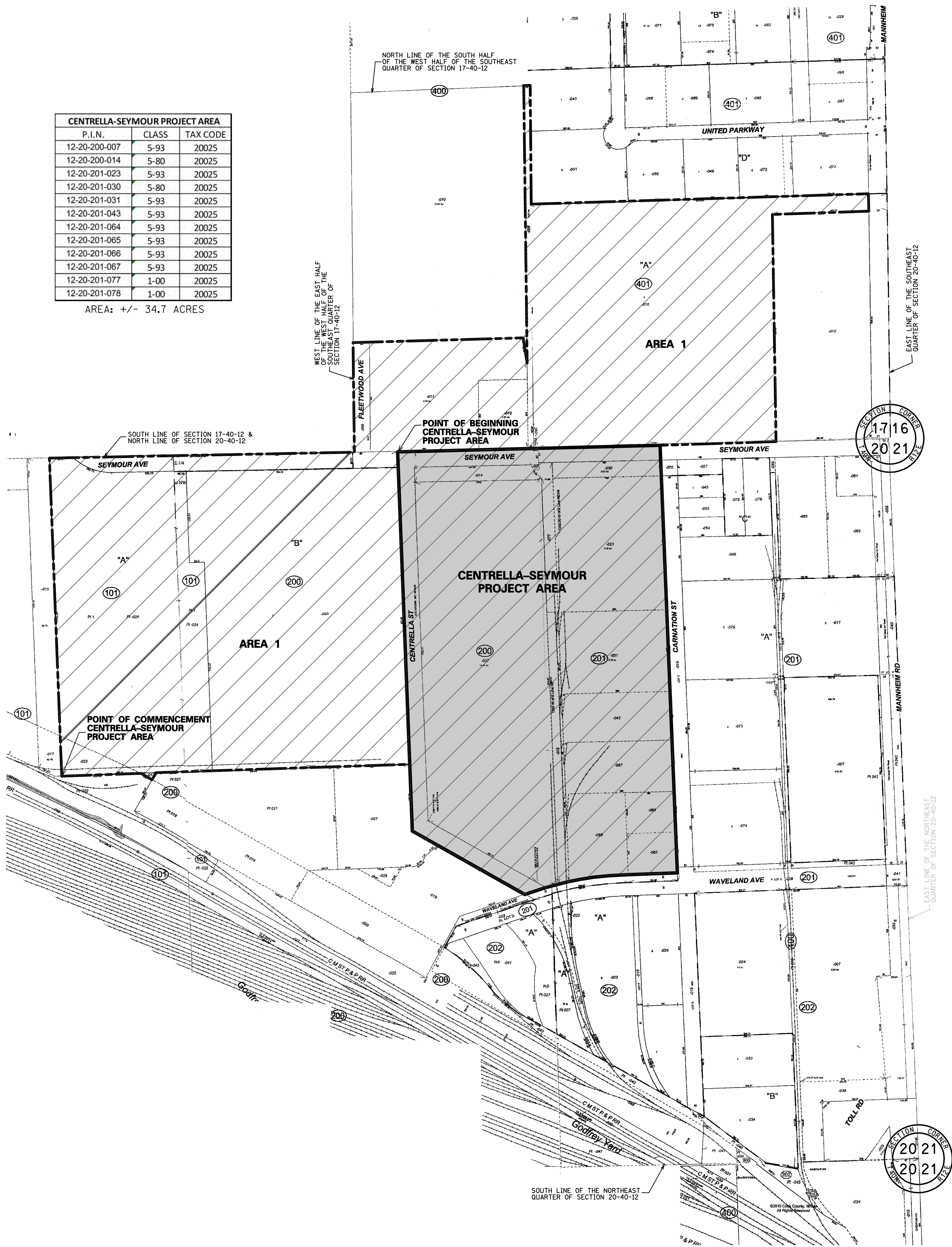
Exhibit A

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

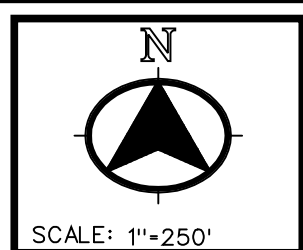
CENTRELLA – SEYMOUR PROJECT AREA

CENTRELLA-SEYMOUR PROJECT AREA		
P.I.N.	CLASS	TAX CODE
12-20-200-007	5-93	20025
12-20-200-014	5-80	20025
12-20-201-023	5-93	20025
12-20-201-030	5-80	20025
12-20-201-031	5-93	20025
12-20-201-043	5-93	20025
12-20-201-064	5-93	20025
12-20-201-065	5-93	20025
12-20-201-066	5-93	20025
12-20-201-067	5-93	20025
12-20-201-077	1-00	20025
12-20-201-078	1-00	20025

AREA: +/- 34.7 ACRES



REVISIONS:
11/17/11



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

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

DATE: 08/10/11
JOB NO: 6672
FILENAME: 6672EXB-03.DGN

LEGAL DESCRIPTION – CENTRELLA-SEYMOUR

THAT PART OF THE SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE **SOUTHWEST CORNER OF LOT 1 OF CENTERPOINT O'HARE – SOUTH**, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2008 AS DOCUMENT 0822018090; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER THEREOF, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 20; THENCE EASTERLY ALONG THE LAST DESCRIBED NORTH LINE TO THE NORTHWEST CORNER OF SEYMOUR AVENUE AS DEDICATED PER DOCUMENT NUMBER 0822018089; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 20, ALSO BEING THE NORTH LINE OF SAID SEYMOUR AVENUE, TO A POINT ON THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF CENTRELLA STREET AS DEDICATED PER DOCUMENT 26720568, BEING THE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID SECTION 20 TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF CARNATION STREET AS DEDICATED PER DOCUMENT 20689487; THENCE SOUTH ON THE LAST DESCRIBED LINE TO A POINT 1577.95 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE NORTH LINE OF WAVELAND AVENUE AS DEDICATED PER SAID DOCUMENT 20689487; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE LAST DESCRIBED NORTH LINE OF WAVELAND AVENUE TO A POINT ON THE NORTHEASTERLY LINE OF PROPERTY CONVEYED TO THE NATIONAL TEA COMPANY BY DEED RECORDED AS DOCUMENT 19981211, ALSO BEING THE SOUTHWESTERLY LINE OF SAID CENTRELLA STREET; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE 1813.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, ALSO BEING THE WEST LINE OF SAID CENTRELLA STREET; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE AND THE NORTHERLY EXTENSION THEREOF TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PREPARED BY: SPACECO, Inc.

DATED: November 17, 2011

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-__

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

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

TOM BRIMIE
JOHN JOHNSON
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WILLIAM RUHL
Trustees

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/21/11
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 CENTRELLA-SEYMOUR REDEVELOPMENT PROJECT AREA
WITHIN THE MILWAUKEE ROAD PLANNING AREA NO. 1 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 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 (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-28 adopted and approved the Milwaukee Road Redevelopment Plan and Project for Redevelopment Planning Area No. 1 (the "*RPLA No. 1 Plan and Project*"), with respect to a public hearing held on June 20, 2011, and in Ordinance Number 1112-G-29 designated the Milwaukee Road Redevelopment Planning Area No. 1 (the "*RPLA No. 1*"); 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. 1 the Village may designate any portion of the RPLA No. 1 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. 1 Centrella-Seymour Redevelopment Project Area Redevelopment Plan and Project (the “*RPA Plan and Project*”), and designated the Village of Franklin Park, Cook County Milwaukee Road Industrial RPLA No. 1 Centrella-Seymour Redevelopment Project Area (the “*Redevelopment Project Area*”) 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 financing is hereby adopted in respect to the RPA Plan and Project approved and adopted pursuant to Ordinance of the Village passed by the Corporate Authorities on November 21, 2011, in respect to the Redevelopment Project Area described in Exhibit A, a copy of which is attached hereto and made a part hereof, which Redevelopment Project Area was designated by Ordinance and passed by the Corporate Authorities on November 21, 2011.

Section 3. The ad valorem taxes arising from the levies upon taxable real property in the Redevelopment Project Area 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, 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 over and above the initial equalized assessed valuation of each property in the Redevelopment 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. 1 – Centrella-Seymour Redevelopment Project Area 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 and the RPA 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.

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of November 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

RPA

LEGAL DESCRIPTION – CENTRELLA-SEYMOUR

THAT PART OF THE SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE **SOUTHWEST CORNER OF LOT 1 OF CENTERPOINT O'HARE – SOUTH**, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2008 AS DOCUMENT 0822018090; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER THEREOF, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 20; THENCE EASTERLY ALONG THE LAST DESCRIBED NORTH LINE TO THE NORTHWEST CORNER OF SEYMOUR AVENUE AS DEDICATED PER DOCUMENT NUMBER 0822018089; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 20, ALSO BEING THE NORTH LINE OF SAID SEYMOUR AVENUE, TO A POINT ON THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF CENTRELLA STREET AS DEDICATED PER DOCUMENT 26720568, BEING THE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID SECTION 20 TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF CARNATION STREET AS DEDICATED PER DOCUMENT 20689487; THENCE SOUTH ON THE LAST DESCRIBED LINE TO A POINT 1577.95 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE NORTH LINE OF WAVELAND AVENUE AS DEDICATED PER SAID DOCUMENT 20689487; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE LAST DESCRIBED NORTH LINE OF WAVELAND AVENUE TO A POINT ON THE NORTHEASTERLY LINE OF PROPERTY CONVEYED TO THE NATIONAL TEA COMPANY BY DEED RECORDED AS DOCUMENT 19981211, ALSO BEING THE SOUTHWESTERLY LINE OF SAID CENTRELLA STREET; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE 1813.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, ALSO BEING THE WEST LINE OF SAID CENTRELLA STREET; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE AND THE NORTHERLY EXTENSION THEREOF TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

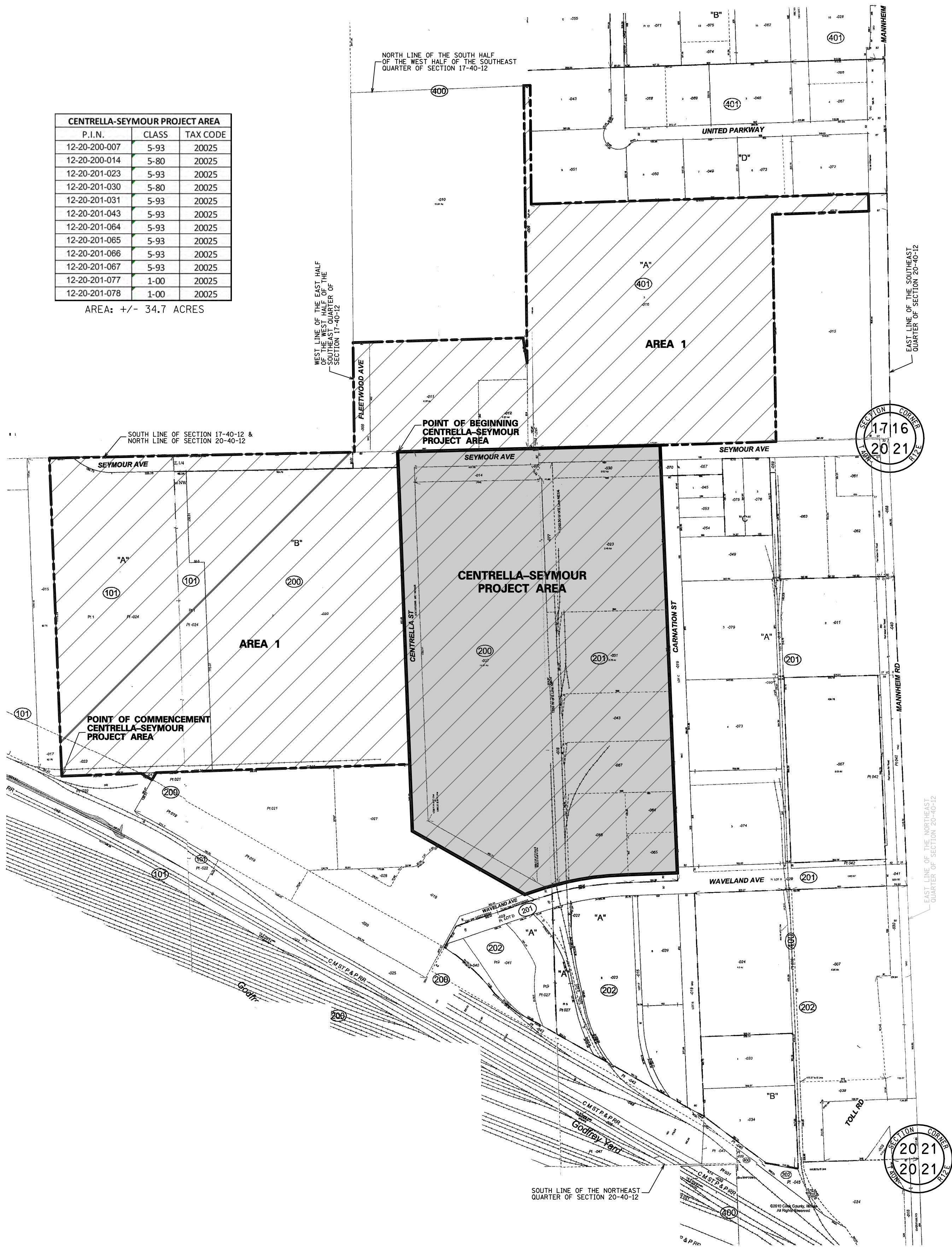
PREPARED BY: SPACECO, Inc.

DATED: November 17, 2011

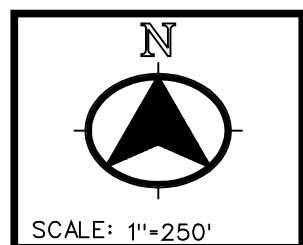
CENTRELLA – SEYMOUR PROJECT AREA

CENTRELLA-SEYMOUR PROJECT AREA		
P.I.N.	CLASS	TAX CODE
12-20-200-007	5-93	20025
12-20-200-014	5-80	20025
12-20-201-023	5-93	20025
12-20-201-030	5-80	20025
12-20-201-031	5-93	20025
12-20-201-043	5-93	20025
12-20-201-064	5-93	20025
12-20-201-065	5-93	20025
12-20-201-066	5-93	20025
12-20-201-067	5-93	20025
12-20-201-077	1-00	20025
12-20-201-078	1-00	20025

AREA: +/- 34.7 ACRES



REVISIONS:
11/17/11



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

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

DATE: 08/10/11
JOB NO: 6672
FILENAME: 6672EXB-03.DGN

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-__

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

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

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

**Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/21/11
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 THE DHL-SEYMOUR REDEVELOPMENT PROJECT AREA WITHIN THE
MILWAUKEE ROAD PLANNING AREA NO. 1 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-28 adopted and approved the Milwaukee Road Redevelopment Plan and Project for Redevelopment Planning Area No. 1 (the “*RPLA No. 1 Plan and Project*”), with respect to a public hearing held on June 20, 2011, and in Ordinance Number 1112-G-29 designated the Milwaukee Road Redevelopment Planning Area No. 1 (the “*RPLA No. 1*”); 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. 1 the Village may designate any portion of the RPLA No. 1 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. 1 through adoption of the proposed Village of Franklin Park, Cook County Milwaukee Road

Industrial RPLA No. 1 DHL-Seymour Redevelopment Project Area Redevelopment Plan and Project (the “*RPA Plan and Project*”) within the municipal boundaries of the Village Franklin Park, Illinois, and within the portion of the RPLA No. 1 to be designated as the DHL-Seymour Redevelopment Project Area (the “*RPA*”), 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 40.22 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 Plan and Project is hereby adopted and approved. A copy of the RPA 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 November 2011, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of November 2011.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

RPA

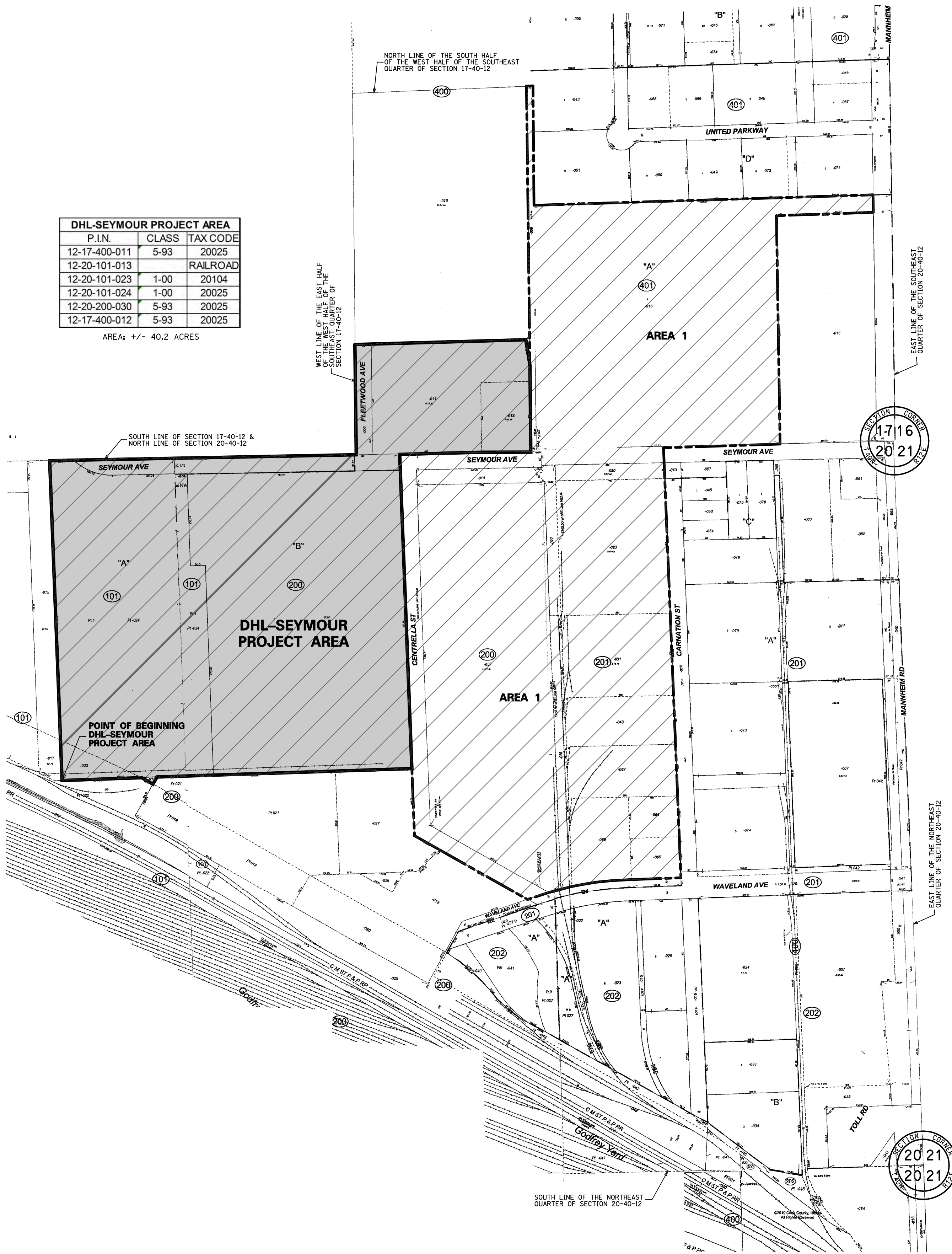
Exhibit B

RPA Plan and Project

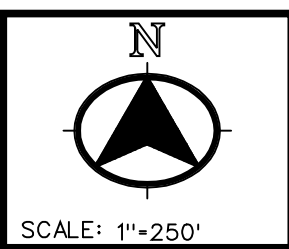
DHL - SEYMOUR PROJECT AREA

DHL-SEYMOUR PROJECT AREA		
P.I.N.	CLASS	TAX CODE
12-17-400-011	5-93	20025
12-20-101-013		RAILROAD
12-20-101-023	1-00	20104
12-20-101-024	1-00	20025
12-20-200-030	5-93	20025
12-17-400-012	5-93	20025

AREA: +/- 40.2 ACRES



REVISIONS:
11/02/11 - PIN LIST
11/17/11



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

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

DATE: 8/10/11
JOB NO: 6672
FILENAME: 6672EXB-03.DGN

VILLAGE OF FRANKLIN PARK

Milwaukee Road Industrial RPLA No. 1
DHL-Seymour Project Area

REDEVELOPMENT PLAN AND PROJECT

Prepared For:

Village of Franklin Park, Illinois

Prepared By:

Kane, McKenna and Associates, Inc.

November 2011

Proposed Milwaukee Road Industrial
Redevelopment Planning Area No. 1
DHL-Seymour Project Area

Redevelopment Plan and Project

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Appendices

Appendix 1

DHL-Seymour Project Area Boundary Map

Appendix 2

Legal Description

I. INTRODUCTION

A. Proposed Milwaukee Road Industrial Redevelopment Planning Area No. 1/DHL-Seymour Project Area

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

The DHL-Seymour Project Area consists of approximately six (6) parcels of land that is principally made up of existing industrial-related uses. (See Appendix 1 for a map of the DHL-Seymour Project Area) 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. Retention would include efforts to maximize occupancy rates of existing industrial facilities such as the DHL facility, which would support both market value and taxable value.

The previously adopted Redevelopment Plan and Project for RPLA No. 1 (the “RPLA Plan and Project No. 1”) is intended to serve as a mechanism for the Village to redevelop the entire RPLA No. 1 through the creation of individual sub-areas that will each be designated as specific Redevelopment Project Areas, including DHL-Seymour Project Area 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 DHL-Seymour Project Area 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. 1 and the DHL-Seymour Project Area 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 DHL-Seymour Project Area 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. 1, as well as the subsequent establishment of the DHL-Seymour Project Area 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. 1 and the DHL-Seymour Project Area 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. 1 and DHL-Seymour Project Area 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 DHL-Seymour Project Area 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, DHL-Seymour Project Area 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 DHL-Seymour Project Area within RPLA No. 1. However, development of the Project Area 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 the DHL-Seymour Project Area), all to be located within the RPLA No. 1.

The Village proposes to designate the DHL-Seymour Project Area pursuant to the Illinois Jobs Recovery Law, as defined herein. The DHL-Seymour Project Area 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 the DHL-Seymour redevelopment plan and project (the "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 DHL-Seymour Project Area 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 DHL-Seymour Project Area 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 the DHL-Seymour 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 DHL-Seymour Project Area Plan and Project will benefit the Village and all the taxing districts which encompass DHL-Seymour Project Area 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 DHL-Seymour Project Area 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. 1 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 DHL-Seymour Project Area herein. Accordingly, DHL-Seymour Project Area 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. 1, and each subsequent Redevelopment Project Area including the DHL-Seymour Project Area, 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. 1 nor the subsidiary DHL-Seymour Project Area 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 DHL-Seymour Project Area 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 DHL-Seymour Project Area 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. 1, 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

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

III. RESTATEMENT OF EVIDENCE THAT THE RPLA No. 1 HAS NOT BEEN SUBJECT TO GROWTH THROUGH PRIVATE INVESTMENT

The DHL-Seymour Project Area 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 the DHL-Seymour Project Area 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 DHL-Seymour Project Area have to-date been submitted to the Village for the DHL-Seymour Project Area's redevelopment. The result has been an overall decline in employment within the RPA, 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

There are nine (9) taxing districts that overlap the DHL-Seymour Project Area. 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 DHL-Seymour Project Area 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 DHL-Seymour Project Area. Consequently, the development leveraged through the Redevelopment Project Area 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 will help address the problem of the area's surplus labor condition.

Any appropriate improvements to public infrastructure adjacent to or within the DHL-Seymour Project Area will be financed as part of the projects generated by economic development.

V. REDEVELOPMENT PLANNING AREA GOALS AND OBJECTIVES

The following goals and objectives are presented for the RPLA No. 1 as well as the DHL-Seymour Project Area, 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. 1 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. 1 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. 1 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. 1 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. 1 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. 1 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. 1 and subsidiary Redevelopment Project Areas; and
5. Provide for an attractive overall appearance of the area.

The redevelopment of the RPLA No. 1 and subsidiary Redevelopment Project Areas will contribute to the overall economic development of the Village. Specifically job creation associated with the RPLA No. 1 and the DHL-Seymour Project Area 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

The RPLA No. 1 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. 1 under IJRL authority granted to the Village. Therefore, these findings by the Village apply to the DHL-Seymour Project Area and are also incorporated into this 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. 1 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
State of Illinois 5-Year Average		7.3%
Village of Franklin Park	2010	14.1%
	2009	13.7
	2008	8.6
	2007	6.9
	2006	6.1
Village of Franklin Park 5-Year Average		9.9%
Difference in 5-Year Average		2.6%

Source: Illinois Department of Employment Security.

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

VII. PROJECT BACKGROUND AND PLANS

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 the DHL-Seymour Project Area. As of the date of the adoption of this 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 implements the goals and objectives of the DHL-Seymour Project Area 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 RPA 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. 1 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, the DHL-Seymour Project Area is reasonably expected to result in the creation or retention of 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 750 jobs will be created or retained 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 RPA

A. Plan and Project Objectives

The Village proposes to realize its goals and objectives of encouraging the development of the DHL-Seymour Project Area, 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 Plan and Project, 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 the DHL-Seymour Project Area 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 the DHL-Seymour Project Area.

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 the DHL-Seymour Project Area.

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. 1.

C. General Land Use Plan

Existing land uses in the DHL-Seymour Project Area are primarily industrial-related uses as well as vacant parcels zoned for industrial use. These parcels constitute approximately forty (40) 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 Plan and Project. Private investments, which supplement publically financed "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 are 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 Exhibit 2. 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 the DHL-Seymour Project Area.

Exhibit 2

Budget for DHL-Seymour RPA

Budget Category	Estimated Cost
Administration (planning, marketing, site management, legal, architects, engineers, other, etc.)	\$500,000

Interest Costs (pursuant to the Law)	\$500, 000
Job Training	\$1, 000, 000
Land Acquisition & Assembly	\$1, 000, 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.)	\$7, 000, 000
Rehabilitation of Structures	\$3, 000, 000
Site Preparation (including demolition and environmental remediation)	\$5, 000, 000
TOTAL ESTIMATED RPA COSTS	\$19, 000, 000

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 RPA 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 the DHL-Seymour Project Area. 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 DHL-Seymour Project Area 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 the DHL-Seymour Project Area 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 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 DHL-Seymour Project Area

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 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 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 the DHL-Seymour Project Area is approximately \$11,715,815. The Boundary Map, Appendix 1, shows the location of the DHL-Seymour Project Area.

H. Anticipated Equalized Assessed Valuation (EAV)

Upon completion of the anticipated private development of the Redevelopment Project Area over an estimated twenty-three year period, it is estimated that the equalized assessed valuation (EAV) of the property within the Redevelopment Project Area will be approximately \$30 million.

IX. JOB TRAINING PROJECT

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

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

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

XII. PROVISIONS FOR AMENDING THE REDEVELOPMENT PLAN AND PROJECT

This DHL-Seymour Project Area Plan and Project shall expire no later than 23 years from the date of adoption of the ordinance approving this DHL-Seymour Project Area Plan and Project and may be amended pursuant to the provisions of the Law.

Appendix 1
TIF Boundary Map

Appendix 2
Legal Description

LEGAL DESCRIPTION - DHL-SEYMOUR

THAT PART OF THE SECTIONS 17 AND 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF CENTERPOINT O'HARE –

SOUTH, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2008 AS DOCUMENT 0822018090; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER THEREOF, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 20; THENCE EASTERLY ALONG THE LAST DESCRIBED NORTH LINE TO THE NORTHWEST CORNER OF SEYMOUR AVENUE AS DEDICATED PER DOCUMENT NUMBER 0822018089; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 20, ALSO BEING THE NORTH LINE OF SAID SEYMOUR AVENUE, TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17, ALSO BEING A POINT ON THE WEST LINE OF FLEETWOOD AVENUE AS DEDICATED NOVEMBER 27, 1968 PER DOCUMENT 20689487; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE 400.0 FEET (AS MEASURED ALONG SAID WEST LINE) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT 34.0 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON A LINE 20.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER, SAID POINT BEING 315.0 FEET (AS MEASURED ALONG SAID PARALLEL LINE) NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH ALONG SAID PARALLEL LINE TO NORTH LINE OF SAID SECTION 20 ALSO BEING THE NORTH LINE OF SEYMOUR AVENUE AS DEDICATED PER SAID DOCUMENT 20689487; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF CENTRELLA STREET AS DEDICATED PER DOCUMENT 26720568, ALSO BEING A POINT ON A LINE 1813.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20

AND ALSO BEING THE EAST LINE OF SAID CENTERPOINT O'HARE SOUTH

SUBDIVISION ; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO A POINT ON **THE SOUTH LINE OF SAID CENTER POINT O'HARE – SOUTH**, ALSO BEING THE SOUTHEAST CORNER OF LOT 2 OF SAID SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID SUBDIVISION TO THE NORTHWESTERLY CORNER OF PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT 19981211; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF PROPERTY CONVEYED BY DEEDS RECORDED AS SAID DOCUMENTS 19981211 AND DOCUMENT 19992235 TO A POINT ON A LINE 250 FEET (AS MEASURED AT RIGHT ANGLES) NORTHEASTERLY OF THE CENTERLINE OF THE CANADIAN PACIFIC RAILWAY (FORMERLY THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) WESTBOUND MAIN TRACK AS STATED PER THE ANNEXATION ORDINANCE RECORDED APRIL 8, 1954 AS DOCUMENT 15876478; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT

ON THE SOUTH LINE OF SAID CENTERPOINT O'HARE –SOUTH; THENCE WESTERLY
ALONG THE LAST DESCRIBED LINE TO THE POINT OF BEGINNING, IN COOK COUNTY,
ILLINOIS

PREPARED BY: SPACECO, Inc.
DATED: November 17, 2011

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THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-__

**AN ORDINANCE DESIGNATING THE DHL-SEYMOUR REDEVELOPMENT
PROJECT AREA WITHIN THE MILWAUKEE ROAD PLANNING AREA NO. 1
IN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/21/11
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

SECOND ORDINANCE

ORDINANCE NUMBER 1112-G- __

**AN ORDINANCE DESIGNATING THE DHL-SEYMOUR REDEVELOPMENT
PROJECT AREA WITHIN THE MILWAUKEE ROAD PLANNING AREA NO. 1
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-28 adopted and approved the Milwaukee Road Redevelopment Plan and Project for Redevelopment Planning Area No. 1 (the "*RPLA No. 1 Plan and Project*"), with respect to a public hearing held on June 20, 2011, and in Ordinance Number 1112-G-29 designated the Milwaukee Road Redevelopment Planning Area No. 1 (the "*RPLA No. 1*"); 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. 1 the Village may designate any portion of the RPLA No. 1 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. 1 DHL-Seymour Redevelopment Project Area 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, a copy of which is attached hereto and made a part hereof, is hereby designated as the Village of Franklin Park, Cook County Milwaukee Road Industrial RPLA No. 1 DHL-Seymour Redevelopment Project Area 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 November 2011, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of November 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

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

LEGAL DESCRIPTION - DHL-SEYMOUR

THAT PART OF THE SECTIONS 17 AND 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF CENTERPOINT O'HARE –

SOUTH, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2008 AS DOCUMENT 0822018090; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER THEREOF, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 20; THENCE EASTERLY ALONG THE LAST DESCRIBED NORTH LINE TO THE NORTHWEST CORNER OF SEYMOUR AVENUE AS DEDICATED PER DOCUMENT NUMBER 0822018089; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 20, ALSO BEING THE NORTH LINE OF SAID SEYMOUR AVENUE, TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17, ALSO BEING A POINT ON THE WEST LINE OF FLEETWOOD AVENUE AS DEDICATED NOVEMBER 27, 1968 PER DOCUMENT 20689487; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE 400.0 FEET (AS MEASURED ALONG SAID WEST LINE) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT 34.0 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON A LINE 20.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER, SAID POINT BEING 315.0 FEET (AS MEASURED ALONG SAID PARALLEL LINE) NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH ALONG SAID PARALLEL LINE TO NORTH LINE OF SAID SECTION 20 ALSO BEING THE NORTH LINE OF SEYMOUR AVENUE AS DEDICATED PER SAID DOCUMENT 20689487; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF CENTRELLA STREET AS DEDICATED PER DOCUMENT 26720568, ALSO BEING A POINT ON A LINE 1813.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20

AND ALSO BEING THE EAST LINE OF SAID CENTERPOINT O'HARE SOUTH

SUBDIVISION ; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO A POINT ON **THE SOUTH LINE OF SAID CENTER POINT O'HARE – SOUTH**, ALSO BEING THE SOUTHEAST CORNER OF LOT 2 OF SAID SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID SUBDIVISION TO THE NORTHWESTERLY CORNER OF PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT 19981211; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF PROPERTY CONVEYED BY DEEDS RECORDED AS SAID DOCUMENTS 19981211 AND DOCUMENT 19992235 TO A POINT ON A LINE 250 FEET (AS MEASURED AT RIGHT ANGLES) NORTHEASTERLY OF THE CENTERLINE OF THE CANADIAN PACIFIC RAILWAY (FORMERLY THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) WESTBOUND MAIN TRACK AS STATED PER THE ANNEXATION ORDINANCE RECORDED APRIL 8, 1954 AS DOCUMENT 15876478; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT

ON THE SOUTH LINE OF SAID CENTERPOINT O'HARE –SOUTH; THENCE WESTERLY
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ILLINOIS

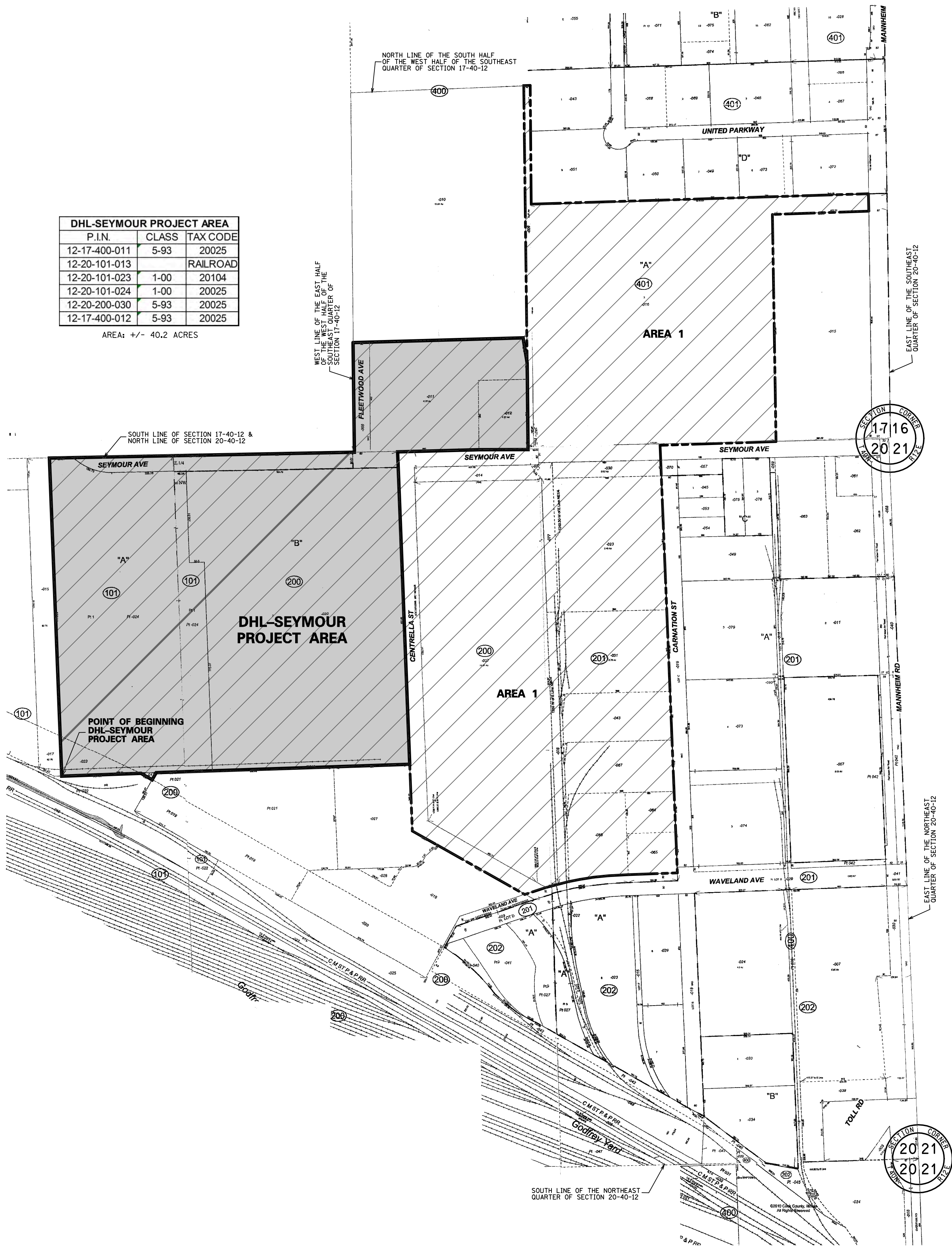
PREPARED BY: SPACECO, Inc.
DATED: November 17, 2011

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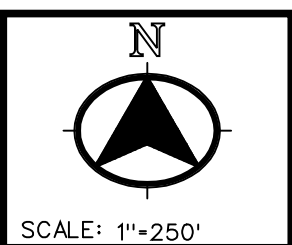
DHL – SEYMOUR PROJECT AREA

DHL-SEYMOUR PROJECT AREA		
P.I.N.	CLASS	TAX CODE
12-17-400-011	5-93	20025
12-20-101-013		RAILROAD
12-20-101-023	1-00	20104
12-20-101-024	1-00	20025
12-20-200-030	5-93	20025
12-17-400-012	5-93	20025

AREA: +/- 40.2 ACRES



REVISIONS:
11/02/11 - PIN LIST
11/17/11



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

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

DATE: 8/10/11
JOB NO: 6672
FILENAME: 6672EXB-03.DGN

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-__

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

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

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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 11/21/11
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 DHL-SEYMOUR REDEVELOPMENT PROJECT AREA
WITHIN THE MILWAUKEE ROAD PLANNING AREA NO. 1 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 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 (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-28 adopted and approved the Milwaukee Road Redevelopment Plan and Project for Redevelopment Planning Area No. 1 (the "*RPLA No. 1 Plan and Project*"), with respect to a public hearing held on June 20, 2011, and in Ordinance Number 1112-G-29 designated the Milwaukee Road Redevelopment Planning Area No. 1 (the "*RPLA No. 1*"); 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. 1 the Village may designate any portion of the RPLA No. 1 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. 1 DHL-Seymour Redevelopment Project Area Redevelopment Plan and Project (the “*RPA Plan and Project*”), and designated the Village of Franklin Park, Cook County Milwaukee Road Industrial RPLA No. 1 DHL-Seymour Redevelopment Project Area (the “*Redevelopment Project Area*”) 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 financing is hereby adopted in respect to the RPA Plan and Project approved and adopted pursuant to Ordinance of the Village passed by the Corporate Authorities on November 21, 2011, in respect to the Redevelopment Project Area described in Exhibit A, a copy of which is attached hereto and made a part hereof, which Redevelopment Project Area was designated by Ordinance and passed by the Corporate Authorities on November 21, 2011.

Section 3. The ad valorem taxes arising from the levies upon taxable real property in the Redevelopment Project Area 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, 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 over and above the initial equalized assessed valuation of each property in the Redevelopment 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. 1 – DHL - Seymour Redevelopment Project Area 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 and the RPA 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.

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of November 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

RPA

LEGAL DESCRIPTION - DHL-SEYMOUR

THAT PART OF THE SECTIONS 17 AND 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF CENTERPOINT O'HARE –

SOUTH, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2008 AS DOCUMENT 0822018090; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER THEREOF, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 20; THENCE EASTERLY ALONG THE LAST DESCRIBED NORTH LINE TO THE NORTHWEST CORNER OF SEYMOUR AVENUE AS DEDICATED PER DOCUMENT NUMBER 0822018089; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 20, ALSO BEING THE NORTH LINE OF SAID SEYMOUR AVENUE, TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17, ALSO BEING A POINT ON THE WEST LINE OF FLEETWOOD AVENUE AS DEDICATED NOVEMBER 27, 1968 PER DOCUMENT 20689487; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE 400.0 FEET (AS MEASURED ALONG SAID WEST LINE) NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT 34.0 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON A LINE 20.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER, SAID POINT BEING 315.0 FEET (AS MEASURED ALONG SAID PARALLEL LINE) NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH ALONG SAID PARALLEL LINE TO NORTH LINE OF SAID SECTION 20 ALSO BEING THE NORTH LINE OF SEYMOUR AVENUE AS DEDICATED PER SAID DOCUMENT 20689487; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF CENTRELLA STREET AS DEDICATED PER DOCUMENT 26720568, ALSO BEING A POINT ON A LINE 1813.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20

AND ALSO BEING THE EAST LINE OF SAID CENTERPOINT O'HARE SOUTH

SUBDIVISION ; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO A POINT ON **THE SOUTH LINE OF SAID CENTER POINT O'HARE – SOUTH**, ALSO BEING THE SOUTHEAST CORNER OF LOT 2 OF SAID SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID SUBDIVISION TO THE NORTHWESTERLY CORNER OF PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT 19981211; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF PROPERTY CONVEYED BY DEEDS RECORDED AS SAID DOCUMENTS 19981211 AND DOCUMENT 19992235 TO A POINT ON A LINE 250 FEET (AS MEASURED AT RIGHT ANGLES) NORTHEASTERLY OF THE CENTERLINE OF THE CANADIAN PACIFIC RAILWAY (FORMERLY THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) WESTBOUND MAIN TRACK AS STATED PER THE ANNEXATION ORDINANCE RECORDED APRIL 8, 1954 AS DOCUMENT 15876478; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT

ON THE SOUTH LINE OF SAID CENTERPOINT O'HARE –SOUTH; THENCE WESTERLY
ALONG THE LAST DESCRIBED LINE TO THE POINT OF BEGINNING, IN COOK COUNTY,
ILLINOIS

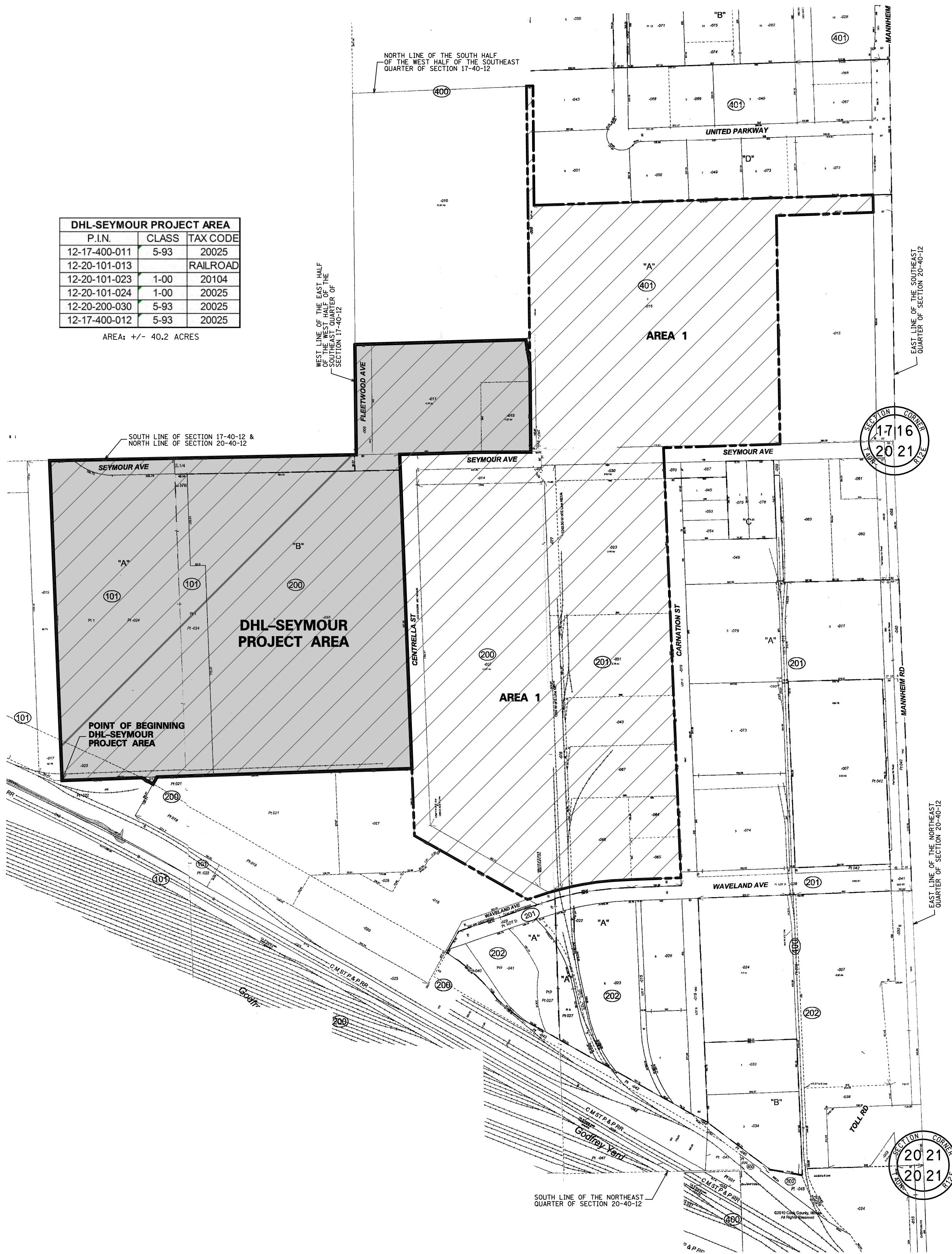
PREPARED BY: SPACECO, Inc.
DATED: November 17, 2011

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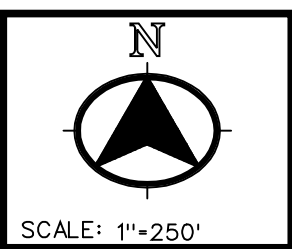
DHL – SEYMOUR PROJECT AREA

DHL-SEYMOUR PROJECT AREA		
P.I.N.	CLASS	TAX CODE
12-17-400-011	5-93	20025
12-20-101-013		RAILROAD
12-20-101-023	1-00	20104
12-20-101-024	1-00	20025
12-20-200-030	5-93	20025
12-17-400-012	5-93	20025

AREA: +/- 40.2 ACRES



REVISIONS:
11/02/11 - PIN LIST
11/17/11



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

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

DATE: 8/10/11
JOB NO: 6672
FILENAME: 6672EXB-03.DGN

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-__

**AN ORDINANCE AUTHORIZING AND APPROVING AN ENGINEERING SERVICES
AGREEMENT BY AND BETWEEN BAXTER & WOODMAN, INCORPORATED AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(GRAND AVENUE TRAFFIC SIGNAL STUDY)**

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 ENGINEERING SERVICES AGREEMENT BY AND BETWEEN BAXTER & WOODMAN, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (GRAND AVENUE TRAFFIC SIGNAL STUDY)

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

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

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

Section 2. The Engineering Services Agreement by and between Baxter & Woodman, Incorporated and the Village of Franklin Park, Cook County, Illinois for a Grand Avenue Traffic Signal Phase A Concept Plan and Traffic Study, IDOT Engineer's Project Number 110298.31 (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 November 2011, pursuant to a roll call vote, as follows:

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of November 2011.

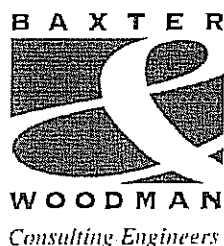
BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

Agreement



November 3, 2011

Mr. David L. Talbott, P.E.
Village Engineer
Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

*Subject: Village of Franklin Park – Grand Avenue Traffic Signal
Phase A - Concept Plan and Traffic Study Submittal to IDOT
Engineer's Project No. 110298.31*

Dear Mr. Talbott:

The Village of Franklin Park is interested in installing a traffic signal on Grand Avenue approximately 1,200 feet east of Mannheim Road near the Jewel grocery store between Dora Street and George Street. Baxter & Woodman, Inc. is excited to have the opportunity to continue working with you on this project. In order to continue moving forward with the project, we have prepared a proposal which includes:

- Submitting the Traffic Signal Study to the Illinois Department of Transportation (IDOT).
- Preparing a traffic flow and access management concept plan for the traffic signal.
- Preparing a preliminary estimate of construction cost.

Scope of Services

- **MANAGE PROJECT** – Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Confer with the Village Engineer, from time to time, to clarify and define the general scope, extent and character of the project and to review available data. Attend one progress meeting with the Village Engineer to review the project.

39 South LaSalle Street

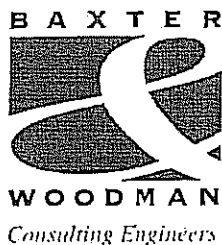
Suite 816

Chicago, IL 60603

312.578.0050

Fax 312.578.0053

info@baxterwoodman.com



Mr. David L. Talbott, P.E.
Village of Franklin Park

November 3, 2011
110298.31 · Page 2

- **TRAFFIC SIGNAL STUDY SUBMITTAL TO IDOT** – Submit Traffic Signal Study completed in previous phase to IDOT for review. Attend one meeting with IDOT to discuss results of Traffic Signal Study.
- **TRAFFIC FLOW AND ACCESS MANAGEMENT CONCEPT PLAN** – Prepare a traffic flow and access management concept plan in accordance with the recommendations provided in the Grand Avenue Jewel Traffic Signal Warrant Study – Phase II Technical Memorandum dated July 14, 2011. Schematic exhibits will be prepared as necessary for meetings with affected major property owners and the public hearing.
- **PRELIMINARY ESTIMATE OF CONSTRUCTION COST** – Prepare a preliminary estimate of construction and engineering costs for the project.

This scope does not include preparation of an intersection design study (IDS), engineering plans, detailed quantities and cost estimate or contract bidding documents. Based on our past experience with IDOT, IDOT may request an IDS in order to informally approve the traffic signal concept plan. An IDS will require 12 hour traffic counts at the intersection of Grand Avenue and Manheim Road. An IDS with traffic counts may cost approximately \$15,000. If IDOT does require an IDS, we will not proceed with any work on the IDS until receiving written authorization to proceed from the Village.

Please see the attached Baxter & Woodman, Inc. Engineering Services Standard Terms & Conditions that apply to this proposal.

Engineering Fee

Our engineering fee for the above scope of engineering services will not exceed **\$12,000**. This is based upon the number of expected man hours to complete the project and includes reimbursement for out-of-pocket expenses such as travel.



Mr. David L. Talbott, P.E.
Village of Franklin Park

November 3, 2011
110298.31 · Page 3

Thank you for the opportunity to submit our proposal for this important project. If this proposal is acceptable to the Village of Franklin Park, please sign below and return one fully-executed original to us for our records.

If you have any questions or need additional information, please do not hesitate to call me.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "L. Haussmann", with a horizontal line extending to the right.

Louis D. Haussmann, P.E., PTOE
Vice President

ACCEPTANCE OF PROPOSAL

ACCEPTED BY: _____
Village of Franklin Park, Illinois

DATE: _____

BAXTER & WOODMAN, INC.
ENGINEERING SERVICES STANDARD TERMS & CONDITIONS

1. The attached letter proposal and these Standard Terms & Conditions constitute and are herein referred to jointly as the Agreement.
2. The unit of local government to which the letter proposal is addressed is herein referred to as Owner, and Baxter & Woodman, Inc. is herein referred to as Engineer.
3. Engineer may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by Owner within either 30 days of receipt or the timeframe required by state law.
4. This Agreement may be terminated, in whole or in part, by either party ~~if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party.~~ However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten calendar days written notice by certified mail of intent to terminate; ~~and (2) an opportunity for a meeting with the terminating party before termination.~~ If this Agreement is terminated by either party, Engineer shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of Agreement termination, the Owner shall receive reproducible copies of drawings, custom developed applications and other documents completed by Engineer.
5. Engineer agrees to hold harmless and indemnify the Owner and each of its officers and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by Engineer's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the Owner or other Engineers, contractors, or subcontractors working for the Owner, or their officers and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of Owner and the Engineer they shall be borne by each party in proportion to its negligence.
6. The Owner acknowledges that Engineer is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The Engineer and Owner agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the project, the Engineer shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from Engineer's negligence in the performance of services under this Agreement. The limits of liability for the insurance required by this paragraph are as follows:

Workers Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5,000,000 per claim and aggregate
General Liability:	\$1,000,000 per claim	Professional Liability:	\$5,000,000 per claim
	\$2,000,000 aggregate		\$5,000,000 aggregate
Automobile Liability:	\$1,000,000 combined single limit		
9. ~~Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Engineer and its officers, directors, employees, agents, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of Engineer or its officers, directors, employees, agents or any of them, hereafter referred to as the "Owner's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to Engineer by its insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.~~
10. Engineer is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, custom developed applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals performing the same or similar services.
11. The construction contractor, if any, is a separate company from the Engineer. The Owner understands and acknowledges that the Engineer is not responsible for the contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with laws and regulations, or safety precautions and programs in connection with the project and the Engineer does not guarantee the performance of the contractor and is not responsible for the contractor's failure to execute the work in accordance with the construction contract documents.
12. The Owner may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by Engineer. If such changes cause an increase or decrease in Engineer's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by Engineer shall be furnished without the written authorization of the Owner.
13. All drawings, custom developed applications, and other documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service in respect to the project, and Engineer shall retain the right of reuse of said documents and electronic media by and at the discretion of Engineer whether or not the project is completed. Electronic copies of Engineer's documents for information and reference in connection with the use and occupancy of the project by the Owner and others shall be delivered to and become the property of the Owner; however, Engineer's documents are not intended or represented to be suitable for reuse by the Owner or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Engineer; and the Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
14. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
15. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-__

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

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

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

ORDINANCE NUMBER 1112-G- __

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

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

WHEREAS, Jack Gamboa Enterprises, Incorporated, located at 6351 West Montrose, Chicago, Illinois, is in the business of providing snow removal services; and

WHEREAS, the Village requires such services as part of its 2011-2012 Snow Removal Program for Elderly and Disabled Residents (the "*Program*"); and

WHEREAS, Jack Gamboa Enterprises and the Village desire to enter into a certain agreement pursuant to which Jack Gamboa Enterprises will provide snow removal service to the Program.

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

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

Section 2. The Agreement to Contract for Snow Removal Services by and between the Village of Franklin Park, Cook County, Illinois and Jack Gamboa Enterprises (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved

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

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

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

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of November 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT (the “*Agreement*”) made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the “*Village*”) and Jack Gamboa Enterprises, Incorporated, located at 6351 West Montrose, Suite 381, Chicago, Illinois 60634 (the “*Contractor*”). The Village and Contractor shall herein collectively be known as the “*Parties*.”

W I T N E S S E T H

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

PRELIMINARY STATEMENTS

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

- A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and
- B. The Contractor is in the business of providing snow removal services; and
- C. The Village requires snow removal services as part of its 2011-2012 Snow Removal Program for Elderly and Disabled Residents of the Village (the “*Program*”); and
- D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive snow removal services for the Program.

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

SECTION 1. SCOPE OF SERVICES

- A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the “*Services*”). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following snow removal option(s) has

been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village: (1) driveway [remove snow (plow) from street to garage]; (2) front sidewalk [remove snow from public sidewalk in front of resident]; (3) side sidewalk [remove snow from public sidewalk on the side of residence (example: corner lot)]; (4) front path [remove snow from public sidewalk to house, including stairs and porch]; or (5) rear path [remove snow from back or side door to alley, including stairs and porch] (herein individually the “*Service Option*” and collectively the “*Service Options*”).

B. The Services shall be provided upon the accumulation of two (2) or more inches of snow in the Village. The Services shall be provided upon direction of the Village and shall be provided within twelve (12) hours of the Village’s direction to the Contractor to provide the Services.

C. The Contractor shall not apply rock salt or other chemical de-icers to any property to which the Services are provided. The Contractor will not plow any driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of Twenty-Five and no/100 Dollars (\$25.00) for each Service Option provided by the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Option provided after each qualifying snowfall, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

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

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

SECTION 7. GENERAL

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

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

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

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

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

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

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

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

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

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

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

L. NOTICE. Any notice, demand, request, waiver or other communication to be given

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

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

If to Contractor: Jack Gamboa Enterprises, Inc.
6351 West Montrose, Suite 381
Chicago, Illinois 60634

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

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

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

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of four (4) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the “*Effective Date*”). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2012.

(Intentionally Left Blank)

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

EXECUTED this _____ day of November 2011.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of November 2011.

Contractor,

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN PAUL MCDONNELL & ASSOCIATES, LLC AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

ORDINANCE NUMBER 1112-G- __

**AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN PAUL MCDONNELL & ASSOCIATES, LLC AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

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

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

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

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

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

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

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

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of November 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “*Agreement*”) made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the “*Village*”) and Paul McDonnell & Associates, LLC, an Illinois limited liability company, located at 2360 Wyckwood Drive, Aurora, IL 60506 (the “*Consultant*”).

WITNESSETH

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

PRELIMINARY STATEMENTS

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

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

B. The Consultant is a licensed Environmental Health Practitioner and is in the business of providing environmental health practitioner services to assist municipalities with environmental health matters, inspections and code compliance related services.

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

1. **SCOPE OF WORK.** The Village retains the Consultant to perform environmental health practitioner services on an “*as needed*” basis and as directed by the Building Commission. Services may include, but are not necessarily limited to inspections of restaurants and other food services facilities (hereinafter collectively the “*Services*”). The Consultant’s scope of Services are generally described on Exhibit A, a copy of which is attached hereto and made a part hereof.
2. **VILLAGE CONTACT.** Consultant shall report directly to the Building Commissioner and shall further undertake, provide and perform the Services, as requested by the Building Commissioner.
3. **COMPENSATION.** The Village shall pay to the Consultant on a time spent and expense incurred basis. Time shall be billed at the rate of \$60.00 per hour. Time shall be billed on a quarter-hour basis. Consultant shall invoice the Village on a monthly basis. The Village shall reimburse the Consultant for expenses upon presentation of receipts or other

acceptable documentation for all reasonable expenses incurred and related to the provision of Services provided under this Agreement by the Consultant on behalf of the Village, provided such is specifically authorized in advance. Expenses shall be reimbursed to Consultant at the actual amount of the expense.

4. CONFIDENTIAL INFORMATION.

The Consultant acknowledges that pursuant to the performance of Consultant's Services provided under this Agreement, Consultant may acquire Confidential Information. The Consultant covenants and agrees to hold and maintain all Confidential Information in trust and confidence and not use or disclose Confidential Information other than for the benefit of the Village. For the purposes of this Agreement, the term "*Confidential Information*" means all information disclosed to, or acquired by, the Consultant, Consultant's employees or agents in connection with, and during the term of this Agreement which relates to the Services performed on behalf of the Village under this Agreement, unless disclosure is required by law.

5. NEW RELEASES.

The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Building Commissioner.

6. RECORDS; RIGHTS IN DATA AND DOCUMENTS; OWNERSHIP.

- a) The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for Services performed under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for one (1) year after the termination of the Agreement.
- b) Any and all designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services performed under this Agreement (the "*Documents*") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Documents shall be promptly delivered to the Village.
- c) To the extent that any pre-existing materials are contained in the Documents, the Consultant grants to the Village an irrevocable, non-exclusive, worldwide, royalty-free license to i) use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare derivative works based upon the Documents; and ii) authorize others to do any, some or all of the foregoing.
- d) No license or right is granted to the Consultant either expressly or by implication, estoppel or otherwise, to publish, reproduce, prepare derivative works based upon,

distribute copies of, or publicly display, any of the Documents without the express written consent of the Village.

7. QUALIFICATIONS AND LICENSES. The Consultant warrants that Consultant has the knowledge, skill, training and licensure necessary to perform the Services. During the term of this Agreement, Consultant shall maintain an Environmental Health Practitioner license in good standing with the State of Illinois. In the event, Consultant's Environmental Health Practitioner license is suspended or revoked in Illinois, Consultant shall immediately notify Village.
8. INDEMNIFICATION. The Village agrees to, indemnify, defend and hold harmless the Consultant against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, brought against the Consultant by any party as a result of the Services under this Agreement. This indemnification shall be limited to claims involving the Services performed by Paul J. McDonnell and shall not apply to any other employee or agent of Consultant. The Village shall not indemnify, defend or hold harmless the Consultant against any matter if it is a result of the Consultant's intentional misrepresentation, negligent act or willful and wanton misconduct or failure to perform the Services, or any other such action taken or contemplated outside of the scope of performance of this Agreement.
9. WARRANTIES; CONFLICT OF INTEREST. The Consultant represents and warrants as follows: Consultant is under no obligation or restriction, nor will Consultant assume any such obligation or restriction, which would in any way interfere or be inconsistent with, or present a conflict of interest concerning the Services to be furnished under this Agreement. The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
10. TAX WITHHOLDING. The Village shall not provide for any tax withholding required to be withheld by federal, state or local law with respect to any payment to Consultant received for Services.
11. RIGHTS OF TERMINATION. The Village and Consultant covenant and agree that each party shall have the absolute right, with or without cause, to terminate this Agreement after ten (10) business days written notice to the other party, unless such party is deemed in default, and that no liability or judgment shall be claimed or had against the other party, and expenses actually incurred for such action. In the event of termination, the Village shall pay Consultant such fees and expenses actually incurred as shall be due and

payable for Services rendered by Consultant prior to termination. Upon any form of termination or the expiration of this Agreement, or at any other time requested by the Village, the Consultant shall deliver to the Village all Documents and materials, written or descriptive matters which have been developed, maintained or copied by the Consultant in furtherance of this Agreement, and all written or descriptive matter that may contain Confidential Information.

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

13. GENERAL.

- a) NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.
- b) AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- c) SUCCESSORS AND ASSIGNEES. This Agreement may not be assigned or transferred under any circumstances.
- d) SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.
- e) JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.
- f) LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.
- g) DEFAULT. Failure on the part of either party to comply with any term, representation, warranty, covenant, agreement or condition of this Agreement within five (5) business days after written notice thereof, shall constitute an event

of default and the non-defaulting party shall be relieved of any and all of its remaining obligations arising pursuant to this Agreement; and such obligations shall immediately be canceled and without any force or effect. Any failure or delay by the Village in asserting any of its rights or remedies as to any default shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

- h) REMEDY. Consultant hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of Consultant for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, Consultant hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if Consultant secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by Consultant, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.
- i) REPRESENTATIONS. Consultant covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting Consultant which would impair its ability to perform the Services. Consultant represents and warrants that it is a duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.
- j) COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.
- k) NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of employer and employee, principal and agent or partnership or fiduciaries or of a joint venture between the parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto. Consultant further

agrees that Consultant will not hold itself out as an affiliate, agent, Village employee, official, officer, in joint venture with the Village, by reason of the Agreement.

- l) NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.
- m) NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; and 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to the Consultant: Paul McDonnell & Associates, LLC
2360 Wyckwood Drive
Aurora, Illinois 60506

If to Village: Village of Franklin Park
Village Hall
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Village President

- n) SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION AND REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of one (1) year from the date of termination or expiration of this Agreement.
14. WARRANTY OF SIGNATORIES. The person signing on Consultant's behalf hereby represents and warrants that said individual is duly authorized by the Consultant to enter into this Agreement and bind the Consultant to the Agreement.

15. TERM. The term of this Agreement shall commence on November 28, 2011 (the “*Effective Date*”) and expire upon the first to occur: 1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or 2) the 30th day of April 2013, whichever occurs earlier.

(Intentionally Left Blank)

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

EXECUTED this _____ day of _____ 2011.

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

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2011.

Paul McDonnell & Associates, LLC,
an Illinois limited liability company

By: _____
Paul McDonnell, Authorized Member

By: _____
Witness/Secretary

Exhibit A

Scope of Services

Consultant shall engage in environmental health practice on behalf of the Village on an “*as needed*” basis, in accord with the Environmental Health Practitioner Licensing Act of the State of Illinois. The Consultant shall execute any and all documents or permits, as needed.

While most facilities (restaurants, schools, day care centers, convenient stores, etc.) require approximately one (1) hour to complete an inspection, the parties understand that certain facilities (hospitals, nursing homes, banquet halls, catering services, etc.) require additional time. The Consultant agrees to aid the Village in inspections during special events in the Village.

Consultant will remain available for consultation, as needed.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-Z- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A DRIVE
THRU IN RELATION TO A FINANCIAL INSTITUTION USE IN
THE C-3 GENERAL COMMERCIAL DISTRICT
(ZBA 11-14: 10272 GRAND AVENUE)**

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

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

ORDINANCE NUMBER 1112-Z- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW A DRIVE
THRU IN RELATION TO A FINANCIAL INSTITUTION USE IN
THE C-3 GENERAL COMMERCIAL DISTRICT
(ZBA 11-14: 10272 GRAND AVENUE)**

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

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

WHEREAS, a conditional use application, ZBA 11-14, has been submitted to the Village by Laurus Development and Investment, LLC and Georgi-Kingston, LLC (the “*Applicants*”) to allow within the C-3 General Commercial District the operation of a Drive Thru in relation to a Financial Institution use (the “*Proposed Conditional Use*”) on the property commonly known as 10272 Grand Avenue, Franklin Park, Illinois (the “*Property*”); and

WHEREAS, the Zoning Board of Appeals held a public hearing on October 12, 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 October 12, 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-3 General Commercial 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-3 General Commercial District.

Section 4. A Conditional Use, subject to the conditions set forth below, is hereby granted and issued for the operation of a Drive Thru in relation to a Financial Institution use in the C-3 General Commercial District located at 10272 Grand Avenue, Franklin Park, Illinois, and legally described as set forth in Exhibit A attached hereto and incorporated herein.

This conditional use permit is subject to the following conditions:

1. That this property be utilized essentially in accord with the submitted site plan with the last revision dated 08-26-11;
2. That a “*Stop*” sign be installed on both the eastern and western curb cuts (entering on Ernst and George Street);
3. That adequate landscaping or privacy fencing be installed along the northeastern portion of the Property, subject to the reasonable approval of the Village, so as to mitigate light pollution onto neighboring properties;
4. That a lighting and landscaping plan be submitted to the Village for reasonable approval so as to not impede on the health, safety and welfare of the surrounding properties;

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 Laurus Development and Investment, LLC 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 Applicant hereunder shall at all times comply with the terms and conditions of the conditional use and in the event of non-compliance, said permit shall be subject to revocation by appropriate legal proceedings.

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

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

Section 8. This Ordinance shall be in full force and effect following its passage, approval and publication in pamphlet form as provided by law.

(Intentionally Left Blank)

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

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

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of November 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:

Laurus Development and Investments, LLC

Georgi-Kingston, LLC

Dated: _____

Dated: _____

Exhibit A

Legal Description

LEGAL DESCRIPTION FOR PROPERTY LOCATED AT 10272 GRAND AVE.

Parcel 1: The east 1/3 measured on the north and south lines thereof of that part of block 15 lying south of the north 136 feet of said block 16 in Turner Park Land Association subdivision of that part of the west 1/2 of the northwest 1/4 of section 25, township 40 north, range 12, east of the third principal meridian, lying north of Grand Avenue, in cook county, Illinois

Parcel 2: The west 2/3 measured on the north and south lines thereof of that part of block 15 lying south of the north 136 feet of said block 15 in Turner Park Land Association Subdivision of that part of the west 1/2 of the northwest 1/4 of section 28, township 40 north, range 12, east of the third principal meridian, lying north of Grand Avenue, in Cook County, Illinois.

Pin #'s: 12-28-126-007-0000 and 12-28-126-008-0000