
THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE APPROVING THE MILWAUKEE ROAD PLANNING AREA NO. 1
REDEVELOPMENT PLAN AND PROJECT 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 07/25/11
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

FIRST ORDINANCE

ORDINANCE NUMBER 1112-G- __

**AN ORDINANCE APPROVING THE MILWAUKEE ROAD PLANNING AREA NO. 1
REDEVELOPMENT PLAN AND PROJECT 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 implement tax increment financing pursuant to the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et. seq.*, (the "*Law*") for the proposed Village of Franklin Park, Cook County, Illinois, Milwaukee Road Redevelopment Plan and Project No. 1 (the "*Plan and Project*") within the municipal boundaries of the Village Franklin Park, Illinois and within the Redevelopment Planning Area No. 1, as identified and described in Exhibit A, a copy of which is attached hereto and made a part hereof, which area constitutes in aggregate approximately ninety-one (91) acres; and

WHEREAS, pursuant to Section 11-74.6-22 of the Law, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have caused a public hearing to be held relative to the Plan and Project and the designation of the Redevelopment Planning Area on June, 20, 2011, commencing in the Community Center of the Park District of Franklin Park; and

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.6-25 of the Law, said notice being given to taxing districts and to the Illinois Department of Commerce and Economic Opportunity by certified mail on April 20, 2011, by publication in

the Franklin Park Herald Journal, the same being a newspaper of general circulation within the taxing districts levying taxes on the real property in the Redevelopment Planning Area, on June 2, 2011 and June 9, 2011; and by certified mail to each person in whose name the general taxes for the last preceding year were paid in each lot, block, tract, or parcel of land lying within the Redevelopment Planning Area on June 2, 2011; and

WHEREAS, pursuant to Section 11-74.6-22 of the Law, on May 3, 2011 at approximately 3:00 p.m. in the first floor conference room of the Village Hall, the Village convened a Joint Review Board to consider the proposed Redevelopment Planning Area; and

WHEREAS, the Joint Review Board (a) reviewed the public record, planning documents, and proposed ordinances approving the Redevelopment Plan and Project and (b) approved the establishment of the Redevelopment Planning Area and forwarded its written recommendation to the Village advising of same; and

WHEREAS, no members of the Corporate Authorities nor any employees or consultants of the Village involved in the planning, analysis, preparation or administration of the Plan and Project own or control any interest, direct or indirect, in any property included in the Redevelopment Planning Area; and

WHEREAS, the Plan and Project sets forth the conditions under which the proposed Redevelopment Planning Area qualifies as an Industrial Park Conservation Area pursuant to Section 11-74.6-10(e) of the Law and the Corporate Authorities have reviewed testimony concerning said conditions presented at the public hearing and are generally informed of the conditions causing the proposed Redevelopment Planning Area to qualify as an Industrial Park

Conservation Area under the Law; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Redevelopment Planning Area as a whole without the approval of the Plan and Project; and

WHEREAS, it is the intent of the Corporate Authorities to utilize tax increment from all sources authorized by law, and the proposed Redevelopment Planning Area would not reasonably be developed without the use of such incremental revenues, and such revenues will be exclusively utilized for the development of the Redevelopment Planning Area; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Redevelopment Planning Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Redevelopment Planning Area would be substantially benefited by the proposed Redevelopment Project improvements.

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

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

Section 2. The Corporate Authorities of the Village hereby make the following additional legislative findings:

- (a) The area constituting the proposed Redevelopment Planning Area is identified and described in Exhibit A, a copy of which is attached hereto and made a part hereof.
- (b) There exists conditions which cause the area proposed to be designated as a

Redevelopment Planning Area to be classified as a “Industrial Park Conservation Area” as defined in Section 11-74.6-10(f) of the Law, and the basis for that classification is contained in the Plan.

- (c) This Redevelopment Planning Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed in accordance with the public goals stated in the Plan without the adoption of this Plan and Project.
- (d) This Redevelopment Planning Area would not reasonably be developed without this tax increment derived from real property tax incremental revenues, and the increment from such revenues will be exclusively utilized for the development of the Redevelopment Planning Area.
- (e) The Plan and Project conforms to the Comprehensive Plan of the Village of Franklin Park, as amended.
- (f) The Plan and Project is reasonably expected to create or retain a significant number of permanent full time jobs, as set forth in Section 11-74.6-10(l) of the Law.
- (g) The parcels of real property in the proposed Redevelopment Planning Area are contiguous and those contiguous parcels of real property and improvements thereon will be substantially benefited by the Plan and Project.
- (h) The Plan and Project for the Redevelopment Planning Area shall expire no later than five (5) years from the date of adoption of this Ordinance approving this Plan

and Project At any time in the five (5) years following the designation of the Redevelopment Planning Area, the Village may designate any portion of said Redevelopment Planning Area as a redevelopment project area without making additional findings or complying with additional procedures required for creation of the redevelopment project area, as set forth in Section 11-74.6-10(p).

- (i) No individual redevelopment project area subsequently adopted in connection with the Redevelopment Planning Area shall expire later than twenty-three (23) years from the respective adoption of the ordinance approving a plan and project for each redevelopment project area.

Section 3. The Plan and the Project, which were the subject matter of the public hearing, held June 20, 2011, a copy of which is attached hereto and made a part hereof as Exhibit B, is hereby adopted and approved.

Section 4. All Ordinances or parts of ordinances in conflict herewith are to the extent of such conflict, hereby repealed.

Section 5. 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 adjusted 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 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of July 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 July 2011.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

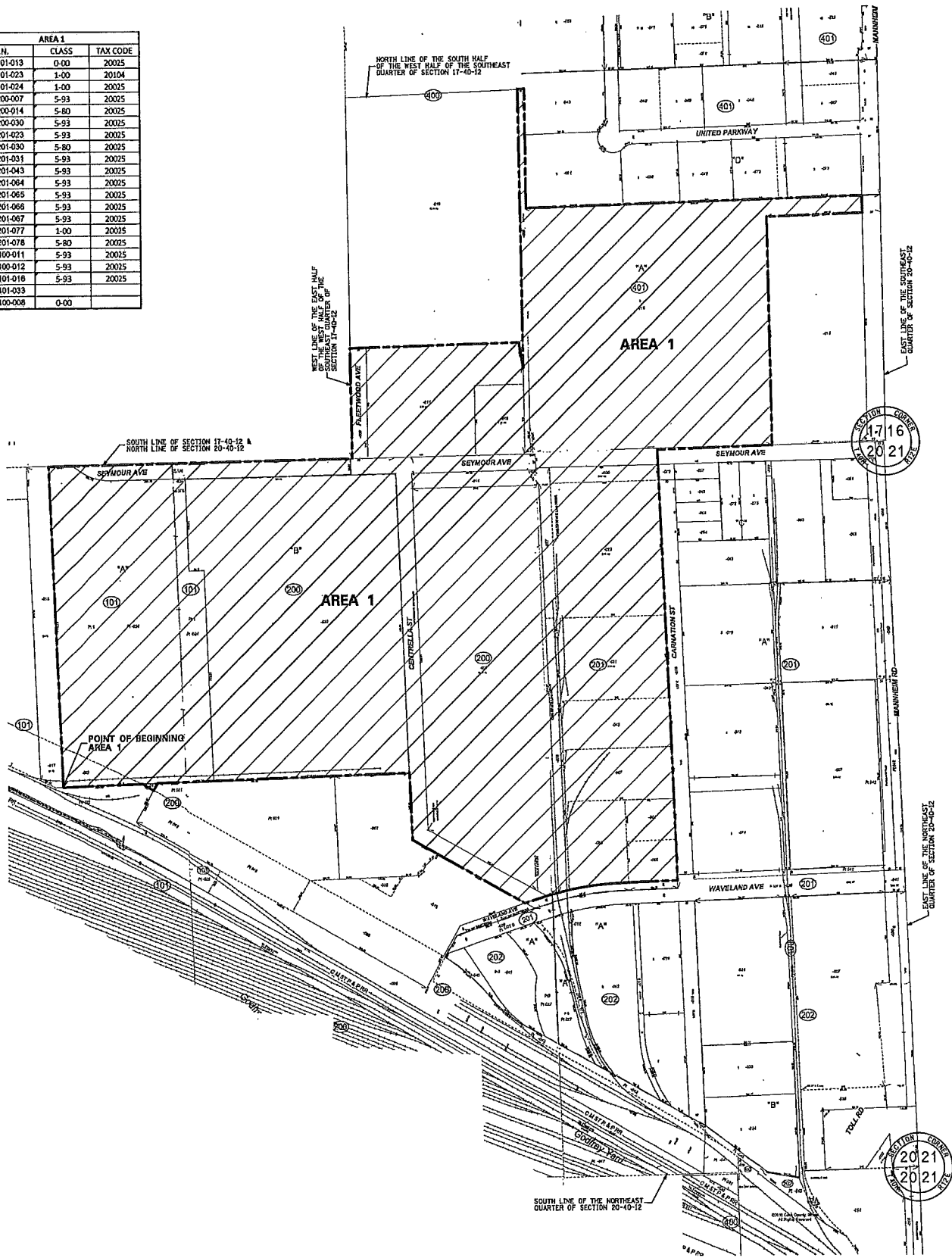
Map
Legal Description

Exhibit B

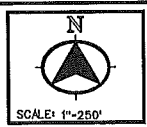
Plan and Project

REDEVELOPMENT PLANNING AREA #1

AREA 1		
P.I.N.	CLASS	TAX CODE
12-20-101-013	0-00	20025
12-20-101-023	1-00	20104
12-20-101-024	1-00	20025
12-20-200-007	5-93	20025
12-20-200-014	5-80	20025
12-20-200-030	5-93	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	5-80	20025
12-17-400-011	5-93	20025
12-17-400-012	5-93	20025
12-17-401-010	5-93	20025
12-17-401-033		
12-17-400-008	0-00	



REVISIONS
02/11/11
02/15/11



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:	2/9/11
JOB NO:	6672
FILENAME:	6672EXB-01.DGN



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



REDEVELOPMENT PLANNING AREA 1

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 NORTH ALONG SAID PARALLEL LINE TO THE NORTH LINE OF THE SOUTH HALF OF SAID WEST HALF OF THE SOUTHEAST QUARTER ; THENCE EAST ALONG THE LAST DESCRIBED LINE TO A POINT ON THE WEST LINE OF LOT 1 IN O'HARE INTERNATIONAL INDUSTRIAL PLAZA SECOND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1968 AS DOCUMENT 20666997; THENCE SOUTH ALONG THE WEST LINE OF LOT 1 AND LOT 9 OF SAID SUBDIVISION TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, ALSO BEING A POINT THE SOUTH LINE OF THE NORTH 50 ACRES OF LOT 2 IN THE ASSESSOR'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE WEST LINE OF MANNHEIM ROAD AS WIDENED, BEING A LINE 67 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF

SAID SECTION 17; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE 60.00 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 50 ACRES OF SAID LOT 2; THENCE WESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT ON A LINE PARALLEL WITH THE SAID EAST LINE OF THE SOUTHEAST QUARTER, BEING 372.31 FEET AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, WEST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH A LINE 50 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF AND PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE NORTH LINE OF SEYMOUR AVENUE AS DEDICATED PER SAID DOCUMENT 20689487, AND ALSO BEING THE SOUTH LINE OF SAID LOT 2; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 843.50 FEET OF SAID NORTHEAST QUARTER, ALSO BEING THE WEST LINE OF CARNATION STREET AS DEDICATED PER SAID DOCUMENT 20689487; THENCE SOUTH ON THE LAST DESCRIBED LINE AND THE NORTHERLY EXTENSION THEREOF 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, SAID LINE ALSO BEING THE SOUTHWESTERLY LINE OF CENTRELLA STREET AS DEDICATED AUGUST 5, 1983 PER DOCUMENT 26720568; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE LYING 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 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, ALL IN COOK COUNTY, ILLINOIS.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE DESIGNATING THE MILWAUKEE ROAD
REDEVELOPMENT 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 07/25/11
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

SECOND ORDINANCE

ORDINANCE NUMBER 1112-G- __

AN ORDINANCE DESIGNATING THE MILWAUKEE ROAD
REDEVELOPMENT 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 Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") have heretofore adopted and approved the Milwaukee Road Redevelopment Plan and Project for Redevelopment Planning Area No. 1 (the "*Plan and Project*") with respect to which a public hearing was held on June 20, 2011, and it is now necessary and desirable to designate the area referred to in said Plan and Project as a Redevelopment Planning 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 area identified and described in Exhibit A, a copy of which is attached hereto and made a part hereof, is hereby authorized and designated as a Redevelopment Planning Area pursuant to Section 11-74.6-15 of the Industrial Job Recovery Law, 65 ILCS Section 5/11-74.6-1 *et. seq.*, as amended.

Section 3. At any time in the five (5) years following the designation of the Redevelopment Planning Area, the Village may designate any portion of said Redevelopment Planning Area as a redevelopment project area without making additional findings or complying with additional procedures required for creation of the redevelopment project area, as set forth in Section 11-74.6-10(p).

Section 4. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict, hereby repealed.

Section 5. 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 adjudged 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 persons, 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 6. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of July 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 July 2011.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

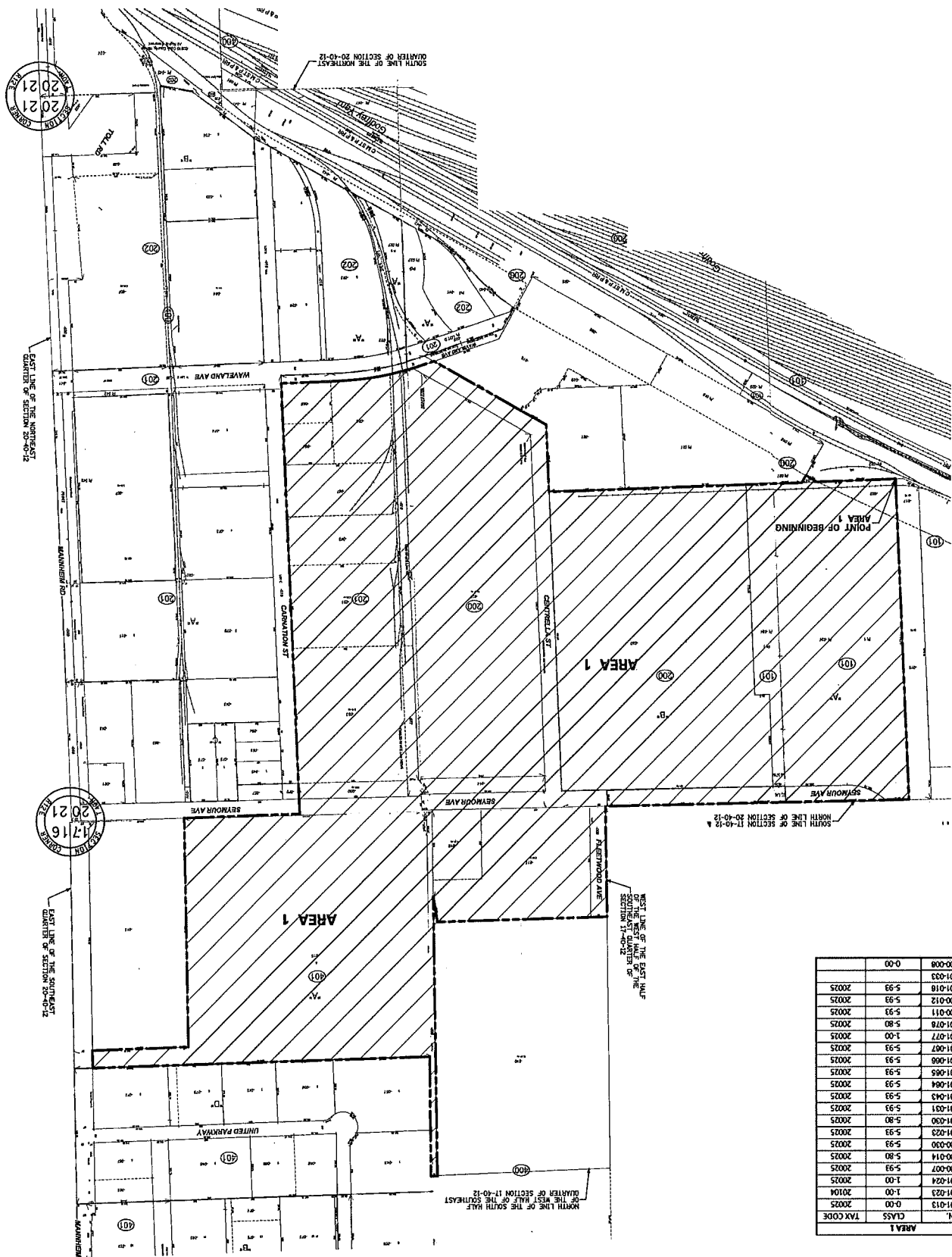
 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

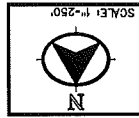
Map
Legal Description

REDEVELOPMENT PLANNING AREA #1

P.I.N.	CLASS	TAX CODE
12-20-101-013	0-00	20025
12-20-101-023	1-00	20104
12-20-101-024	1-00	20025
12-20-200-007	5-93	20025
12-20-200-014	5-80	20025
12-20-200-030	5-93	20025
12-20-201-023	5-93	20025
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12-20-201-043	5-93	20025
12-20-201-044	5-93	20025
12-20-201-046	5-93	20025
12-20-201-077	1-00	20025
12-20-201-078	5-80	20025
12-17-400-011	5-93	20025
12-17-400-012	5-93	20025
12-17-401-016	5-93	20025
12-17-400-008	0-00	20025



REVISIONS:
02/15/11
02/11/11



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
 9575 W. Higgins Road, Suite 200,
 Rosemont, Illinois 60018
 Phone: (847) 696-4060 Fax (847) 696-4065

DATE:	2/8/11
JOB NO:	6872
FILE NAME:	6672EXB-01.DGN



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



REDEVELOPMENT PLANNING AREA 1

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 NORTH ALONG SAID PARALLEL LINE TO THE NORTH LINE OF THE SOUTH HALF OF SAID WEST HALF OF THE SOUTHEAST QUARTER ; THENCE EAST ALONG THE LAST DESCRIBED LINE TO A POINT ON THE WEST LINE OF LOT 1 IN O'HARE INTERNATIONAL INDUSTRIAL PLAZA SECOND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1968 AS DOCUMENT 20666997; THENCE SOUTH ALONG THE WEST LINE OF LOT 1 AND LOT 9 OF SAID SUBDIVISION TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, ALSO BEING A POINT THE SOUTH LINE OF THE NORTH 50 ACRES OF LOT 2 IN THE ASSESSOR'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE WEST LINE OF MANNHEIM ROAD AS WIDENED, BEING A LINE 67 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF

SAID SECTION 17; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE 60.00 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 50 ACRES OF SAID LOT 2; THENCE WESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT ON A LINE PARALLEL WITH THE SAID EAST LINE OF THE SOUTHEAST QUARTER, BEING 372.31 FEET AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, WEST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH A LINE 50 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF AND PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE NORTH LINE OF SEYMOUR AVENUE AS DEDICATED PER SAID DOCUMENT 20689487, AND ALSO BEING THE SOUTH LINE OF SAID LOT 2; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 843.50 FEET OF SAID NORTHEAST QUARTER, ALSO BEING THE WEST LINE OF CARNATION STREET AS DEDICATED PER SAID DOCUMENT 20689487; THENCE SOUTH ON THE LAST DESCRIBED LINE AND THE NORTHERLY EXTENSION THEREOF 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, SAID LINE ALSO BEING THE SOUTHWESTERLY LINE OF CENTRELLA STREET AS DEDICATED AUGUST 5, 1983 PER DOCUMENT 26720568; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE LYING 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 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, ALL IN COOK COUNTY, ILLINOIS.

VILLAGE OF FRANKLIN PARK

Milwaukee Road Industrial Redevelopment Planning Area No. 1

REDEVELOPMENT PLAN AND PROJECT

Prepared For:

Village of Franklin Park, Illinois

Prepared By:

Kane, McKenna and Associates, Inc.

July 2011

Proposed Milwaukee Road Industrial
Redevelopment Planning Area No. 1
Redevelopment Plan and Project

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A. Proposed Milwaukee Road Industrial Redevelopment Planning Area No. 1

In this report, the Village of Franklin Park proposes the establishment of 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. Properties are west of Mannheim Road, the major north/south street within the planning area. Major east/west streets include Seymour Avenue and Waveland Avenue.

RPLA No. 1 consists of approximately twenty-six (26) parcels of land that are primarily made up of a mix of existing industrial-related uses. A large obsolete warehouse was located on an additional parcel, but the structure was demolished and currently lies vacant. Pending Village action to adopt a Redevelopment Planning Area, it has the potential for re-use as a modern industrial building.

RPLA No. 1 is the first of two redevelopment planning areas proposed for the area in the vicinity of Mannheim Road and Waveland Avenue. RPLA No. 1 is generally located west of and contiguous to RPLA No. 2, with the objective of promoting new industrial development. (See Appendix 1 for a map of the RPLA.) RPLA No. 2 is immediately east and contains a mixture of industrial and commercial uses, including businesses fronting Mannheim Road. The objective for the second RPLA would be to retain existing uses, with less emphasis on gaining new industrial uses.

This Redevelopment Plan and Project (the "Plan") 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. 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

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

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.

B. Village of Franklin Park

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

The Village believes that the RPLA No. 1 (and sub-areas) 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 individual Redevelopment Project Areas, to accomplish these important goals.

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 RPLA No. 1's central location positions 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 incorporates 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 development and redevelopment without the public finance participation made possible with the designation of the entire western portion of the Milwaukee Road industrial area as the RPLA No. 1. 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 RPLA No. 1's designation. Furthermore, RPLA No. 1 designation will address the potentially high Cook County tax structure (with a proportionately higher tax burden for non-residential uses). RPLA No. 1 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.

Through this RPLA No. 1, the Village will serve as the main entity for marshaling the assets and energies of the private sector for a unified, cooperative public-private redevelopment effort. Ultimately, the implementation of the Plan will benefit the Village and all the taxing districts which encompass the RPLA No. 1 by significantly expanding the tax base, retaining existing businesses, and creating new employment opportunities as a result of new private development in the RPLA No. 1. The Village has identified a proposed development team for the RPLA No. 1 and wishes to proceed expeditiously with the redevelopment effort.

It is anticipated that the establishment of the RPLA No. 1 will help to both create and fill a market need for industrial space in the Village. Anticipated industrial users include, but are not limited to, firms engaged in distribution, packaging and repackaging, manufacturing, and warehousing of products for regional, national and international marketplace. The RPLA No. 1 will ultimately include modern 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.

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

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 RPLA No. 1. However, development of the RPLA No. 1 is only viable given certain property assembly, provision of necessary upgrades of infrastructure and upgraded road access to existing improvements. To promote the development of the RPLA No. 1, the Village has planned for the use of a series of interconnecting Redevelopment Project Areas, all to be located within the RPLA No. 1.

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.

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

The Village will qualify the entire RPLA No. 1 as an Industrial Park Conservation Area under the Law. The Village will then seek to qualify each of the sub-areas (Redevelopment Project Areas or TIF Districts) separately in the manner pursuant to the Law. This will mean that each sub-area will in effect be 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 1/2 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

1. The RPLA No. 1 (as well as any of the potential Redevelopment Project Areas) has not 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 Plan 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.

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

D. Findings Pursuant to the Law

The RPLA No. 1, and each subsequent Redevelopment 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.

(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."

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 the RPLA No. 1 will significantly enhance the tax base of the taxing districts that extend into the RPLA No. 1.

Additionally, no single Redevelopment Project Area to be established in connection with the RPLA No. 1 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 RPLA No. 1 legal description is attached in Appendix 2.

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

The RPLA No. 1 is composed primarily of older industrial properties, as well as parcels that have failed to attract new development. The RPLA No. 1 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 the RPLA No. 1 has become an economic burden to the Village and a hindrance to potential healthy growth of the community.

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

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

There are nine (9) taxing districts that overlap the RPLA No. 1. They include:

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

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

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

Any appropriate improvements to public infrastructure adjacent to or within the RPLA No. 1 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 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 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.

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 will allow the Village to:

1. Assist in coordinating development and redevelopment activities within the RPLA No. 1 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 the RPLA No. 1; and
 5. Provide for an attractive overall appearance of the area.
- The redevelopment of the RPLA No. 1 will contribute to the overall economic development of the Village. Job creation associated with the RPLA No. 1 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. INDUSTRIAL PARK CONSERVATION AREA CONDITIONS EXISTING IN THE REDEVELOPMENT PLANNING AREA

The RPLA No. 1 qualifies for the designation of future Redevelopment Project Areas under the Industrial Park Conservation Area (IPCA) criteria contained in the Law. The RPLA No. 1 meets 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 is either zoned for industrial use or will be so zoned at the time of designation of each individual Redevelopment Project Area.

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

VII. RPLA No. 1 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 RPLA No. 1.

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

The Village of Franklin Park's Milwaukee Road Industrial Redevelopment Planning Area 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. 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 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 RPLA No. 1 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 RPLA No. 1 will employ persons in a wide range of occupations such as managerial, 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, RPLA No. 1 is reasonably expected to create a significant number of full-time jobs in connection with the occupancy of new manufacturing/warehouse facilities. Over the life of the RPLA, it is estimated that at least 1,800 jobs will be created upon full redevelopment of the RPLA, assuming total capacity is achieved.

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

VIII. REDEVELOPMENT PROJECT FOR THE RPLA No. 1

A. Redevelopment Plan and Project Objectives

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

1. By improving public facilities that may include:

- i. Street improvements
- ii. Utility improvements (including water, storm water management, sanitary sewer improvements, and storm water detention facilities, if necessary)
- iii. Landscaping or streetscaping
- iv. Signalization, traffic control and lighting
- v. Pedestrian improvements

2. By entering into redevelopment agreements with various developers, or businesses within the 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 RPLA No. 1.

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 RPLA No. 1 to enhance the immediate area as a whole, to support the Project and the Plan, and to serve the needs of community residents. Appropriate public improvements may include, but are not limited to:

- Construction of new streets, sidewalks, turning lanes, traffic signals, curb and gutters, and pedestrian-ways;
- Improvements of public utilities including construction of sanitary sewer and storm sewer, detention ponds, wetlands mitigation, signalization improvements, and streetlighting; and
- Construction of public buildings required to provide municipal services in the RPLA No. 1.

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 RPLA No. 1 for either redevelopment of existing or new uses. The above will serve to enhance site preparation for the implementation of the Project.

3. Interest Cost Write-Down

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

4. Job Training

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

5. Taxing District Capital Costs

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

6. Land Acquisition

The Village may seek to acquire property within each designated Redevelopment Project Area in furtherance of the Plan and Project for the entire RPLA No. 1.

C. General Land Use Plan

Existing land uses in the RPLA No. 1 are primarily industrial-related uses as well as vacant parcels zoned for industrial use. These parcels constitute approximately 91 acres.

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 Redevelopment Plan and Project. Private investments, which supplement project costs. Eligible costs permitted 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.

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,

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

12. Other Job Training

Payments in lieu of taxes.

11. Payments in Lieu of Taxes

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.

10. Relocation 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.

9. Capital 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;

8. Construction and Other Financing Costs

Costs of job training and retraining projects.

7. Training

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.

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

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

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

Estimated costs are shown in the next section. Adjustments to these cost items may be made without amendment to the Redevelopment Plan. The costs represent estimated budgeted amounts and do not represent actual Village commitments or expenditures. Rather, they are an overall ceiling on possible expenditures of TIF funds in the RPLA No. 1, and will be redistributed within individual Redevelopment Project Areas as such areas are designated by the Village within the five-year life and term of the RPLA No. 1.

Exhibit 2

Budget for RPLA No. 1 Costs

Budget Category		Estimated Cost
Administration (planning, marketing, site management, legal, architects, engineers, other, etc.)		\$500,000
Interest Costs (pursuant to the Law)		\$1,500,000
Job Training		\$3,000,000
Land Acquisition & Assembly		\$4,000,000
Public Facilities (i.e. fire station, parking facilities, etc.)		\$4,000,000
Public Infrastructure (Roadways, traffic signals, lighting, landscaping, pedestrian improvements, water, sanitary sewer, stormwater management, telecommunications, gas, electric, etc.). See note (d) below.		\$14,000,000
Rehabilitation of Structures		\$3,000,000
Site Preparation (including demolition and environmental remediation). See note (d) below.		\$15,000,000
TOTAL ESTIMATED RPLA No. 1 TIF COSTS		\$45,000,000

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 RPLA No. 1 as a whole, or in association with any specific Redevelopment Project Area to be designated. Further, the Village intends to utilize tax increment within each Redevelopment Project Area to promote redevelopment within the entire RPLA No. 1 in the manner permitted pursuant to the Law.
- (d) Under the Law, the Village may incur costs for certain public infrastructure and site improvements within or without the area.

F. 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 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 RPLA No. 1. The construction of private structures comprising the Project will be privately financed, and incremental revenues or other public sources are to be used only to leverage and encourage private redevelopment activity, and/or reimburse developers or business entities for part of its costs for public improvements necessary for the Project.

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

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs include certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as may be available to, and as, the Village may from time to time deem appropriate. The RPLA No. 1 would not reasonably 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 RPLA No. 1 pursuant to the Law or such other funds as are available to the Village by virtue of its power pursuant to the Law or other State Law.

Any and/or all obligations issued by the Village pursuant to this Plan 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 specific Redevelopment 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 or any plans associated with Redevelopment Project Areas created under this Plan. 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 for any Redevelopment Project Area associated with the RPLA No. 1, 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 RPLA No. 1 is approximately \$31.9 million. The Boundary Map, Appendix 1, shows the location of the RPLA No. 1.

H. Anticipated Equalized Assessed Valuation (EAV)

Upon completion of the anticipated private development of the Redevelopment Planning Area over an estimated ten year period, it is estimated that the equalized assessed valuation (EAV) of the property within the Redevelopment Planning Area will be approximately \$69.4 million. The estimate assumes 2011 dollars.

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 Project will be completed on or before a date no later than 23 years from the adoption of an ordinance designating the final Redevelopment Project Area that will be authorized under this RPLA No. 1 Plan and Project. The final Redevelopment Project Area must be adopted no later than 5 years from the adoption of the ordinance designating this RPLA No. 1. Actual construction activities are anticipated to be completed within approximately twenty years.

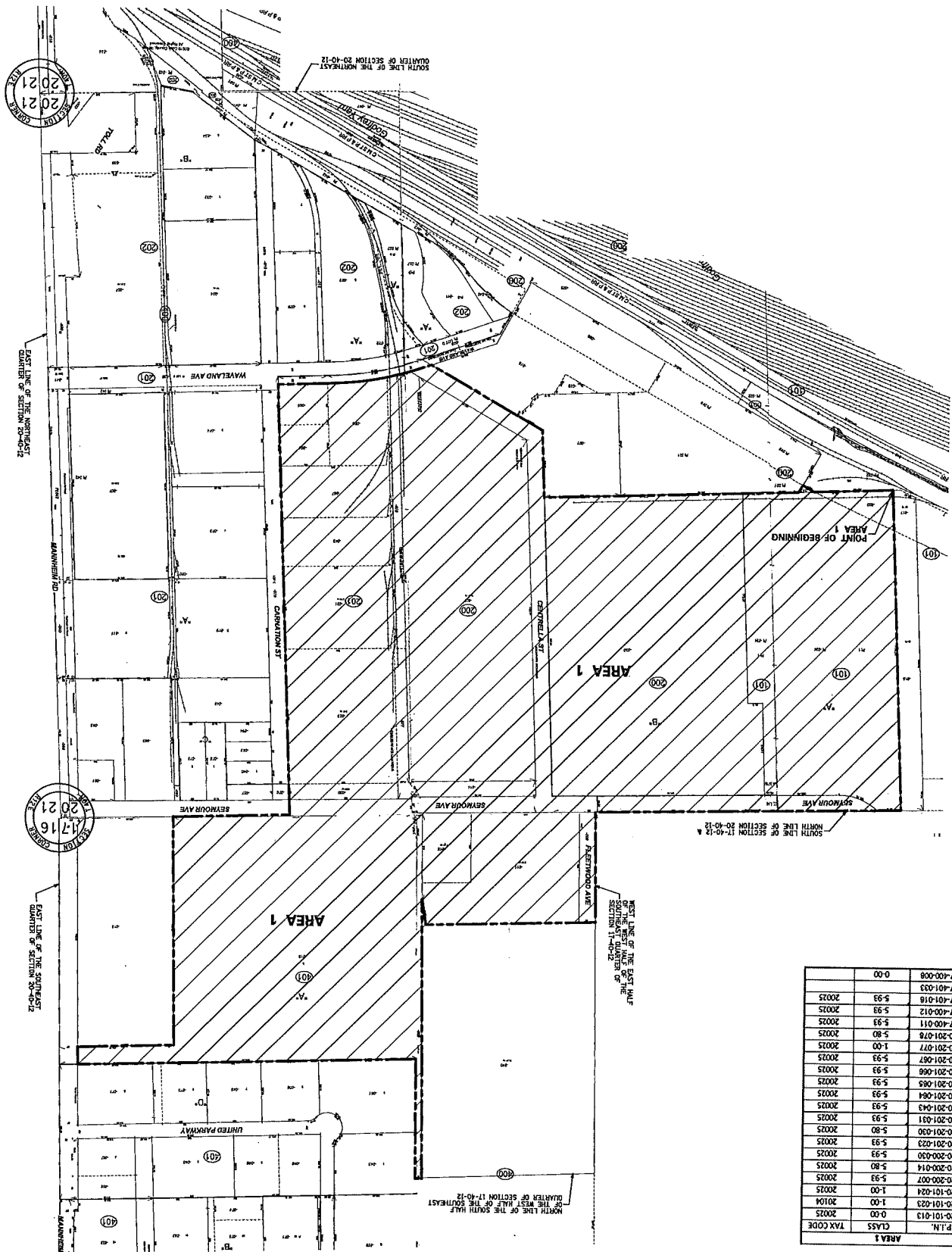
**XII. PROVISIONS FOR AMENDING THE
REDEVELOPMENT PLAN AND PROJECT**

This Redevelopment Planning Area Plan and Project shall expire no later than five (5) years from the date of adoption of the ordinance approving this Plan and Project and may be amended pursuant to the provisions of the Law.

However, each individual Redevelopment Project Area adopted in connection with the RPLA No. 1 during the life and term shall individually expire no later than twenty-three (23) years from the respective adoption of the ordinance approving a Plan and Project for each, and each Plan and Project may also be amended pursuant to the provisions of the Law.

Appendix 1 Boundary Map

REDEVELOPMENT PLANNING AREA #1



AREA 1	CLASS	TAX CODE	P.L.N.
12-20-101-013	0.00	20035	12-20-101-013
12-20-101-023	1.00	20104	12-20-101-023
12-20-101-024	1.00	20035	12-20-101-024
12-20-200-007	5.93	20035	12-20-200-007
12-20-200-014	5.80	20035	12-20-200-014
12-20-200-030	5.93	20035	12-20-200-030
12-20-201-023	5.93	20035	12-20-201-023
12-20-201-030	5.80	20035	12-20-201-030
12-20-201-031	5.93	20035	12-20-201-031
12-20-201-043	5.93	20035	12-20-201-043
12-20-201-064	5.93	20035	12-20-201-064
12-20-201-065	5.93	20035	12-20-201-065
12-20-201-066	5.93	20035	12-20-201-066
12-20-201-067	5.93	20035	12-20-201-067
12-20-201-077	1.00	20035	12-20-201-077
12-20-201-078	5.80	20035	12-20-201-078
12-17-400-011	5.93	20035	12-17-400-011
12-17-401-012	5.93	20035	12-17-401-012
12-17-401-016	5.93	20035	12-17-401-016
12-17-401-033	0.00	20035	12-17-401-033

SPACEDCO INC. 9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065		SOA E-1 "250" 	REVISIONS: 02/19/11 02/17/11
CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS		DATE: 2/9/11 JOB NO: 6672 FILE NAME: 6672EXB-010GN	

Appendix 2

Legal Description

REDEVELOPMENT PLANNING AREA 1

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 NORTH ALONG SAID PARALLEL LINE TO THE NORTH LINE OF THE SOUTH HALF OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE EAST ALONG THE LAST DESCRIBED LINE TO A POINT ON THE WEST LINE OF LOT 1 IN O'HARE INTERNATIONAL INDUSTRIAL PLAZA SECOND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1968 AS DOCUMENT 20666997;

THENCE SOUTH ALONG THE WEST LINE OF LOT 1 AND LOT 9 OF SAID SUBDIVISION TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, ALSO BEING A POINT THE SOUTH LINE OF THE NORTH 50 ACRES OF LOT 2 IN THE ASSESSOR'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE WEST LINE OF MANNHEIM ROAD AS WIDENED, BEING A LINE 67 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF

SAID SECTION 17; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE 60.00 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 50 ACRES OF SAID LOT 2; THENCE WESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT ON A LINE PARALLEL WITH THE SAID EAST LINE OF THE SOUTHEAST QUARTER, BEING 372.31 FEET AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, WEST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH A LINE 50 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF AND PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE NORTH LINE OF SEYMOUR AVENUE AS DEDICATED PER SAID DOCUMENT 20689487, AND ALSO BEING THE SOUTH LINE OF SAID LOT 2; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 843.50 FEET OF SAID NORTHEAST QUARTER, ALSO BEING THE WEST LINE OF CARNATION STREET AS DEDICATED PER SAID DOCUMENT 20689487; THENCE SOUTH ON THE LAST DESCRIBED LINE AND THE NORTHERLY EXTENSION THEREOF 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, SAID LINE ALSO BEING THE SOUTHWESTERLY LINE OF CENTRELLA STREET AS DEDICATED AUGUST 5, 1983 PER DOCUMENT 26720568; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE LYING 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 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, ALL IN COOK COUNTY, ILLINOIS.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE APPROVING THE MILWAUKEE ROAD PLANNING AREA NO. 2
REDEVELOPMENT PLAN AND PROJECT 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 07/25/11
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

FIRST ORDINANCE

ORDINANCE NUMBER 1112-G- __

**AN ORDINANCE APPROVING THE MILWAUKEE ROAD PLANNING AREA NO. 2
REDEVELOPMENT PLAN AND PROJECT 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 implement tax increment financing pursuant to the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et. seq.*, (the "*Law*") for the proposed Village of Franklin Park, Cook County, Illinois, Milwaukee Road Redevelopment Plan and Project No. 2 (the "*Plan and Project*") within the municipal boundaries of the Village Franklin Park, Illinois and within the Redevelopment Planning Area No. 2, as identified and described in Exhibit A, a copy of which is attached hereto and made a part hereof, which area constitutes in aggregate approximately eighty-four (84) acres; and

WHEREAS, pursuant to Section 11-74.6-22 of the Law, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have caused a public hearing to be held relative to the Plan and Project and the designation of the Redevelopment Planning Area on June, 20, 2011, commencing in the Community Center of the Park District of Franklin Park; and

WHEREAS, due notice in respect to such hearing was given pursuant to Section 11-74.6-25 of the Law, said notice being given to taxing districts and to the Illinois Department of Commerce and Economic Opportunity by certified mail on April 20, 2011, by publication in

the Franklin Park Herald Journal, the same being a newspaper of general circulation within the taxing districts levying taxes on the real property in the Redevelopment Planning Area, on June 2, 2011 and June 9, 2011; and by certified mail to each person in whose name the general taxes for the last preceding year were paid in each lot, block, tract, or parcel of land lying within the Redevelopment Planning Area on June 2, 2011; and

WHEREAS, pursuant to Section 11-74.6-22 of the Law, on May 3, 2011 at approximately 3:30 p.m. in the first floor conference room of the Village Hall, the Village convened a Joint Review Board to consider the proposed Redevelopment Planning Area; and

WHEREAS, the Joint Review Board (a) reviewed the public record, planning documents, and proposed ordinances approving the Redevelopment Plan and Project and (b) approved the establishment of the Redevelopment Planning Area and forwarded its written recommendation to the Village advising of same; and

WHEREAS, no members of the Corporate Authorities nor any employees or consultants of the Village involved in the planning, analysis, preparation or administration of the Plan and Project own or control any interest, direct or indirect, in any property included in the Redevelopment Planning Area; and

WHEREAS, the Plan and Project sets forth the conditions under which the proposed Redevelopment Planning Area qualifies as an Industrial Park Conservation Area pursuant to Section 11-74.6-10(e) of the Law and the Corporate Authorities have reviewed testimony concerning said conditions presented at the public hearing and are generally informed of the conditions causing the proposed Redevelopment Planning Area to qualify as an Industrial Park

Conservation Area under the Law; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Redevelopment Planning Area as a whole without the approval of the Plan and Project; and

WHEREAS, it is the intent of the Corporate Authorities to utilize tax increment from all sources authorized by law, and the proposed Redevelopment Planning Area would not reasonably be developed without the use of such incremental revenues, and such revenues will be exclusively utilized for the development of the Redevelopment Planning Area; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Redevelopment Planning Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Redevelopment Planning Area would be substantially benefited by the proposed Redevelopment Project improvements.

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

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

Section 2. The Corporate Authorities of the Village hereby make the following additional legislative findings:

- (a) The area constituting the proposed Redevelopment Planning Area is identified and described in Exhibit A, a copy of which is attached hereto and made a part hereof.
- (b) There exists conditions which cause the area proposed to be designated as a

Redevelopment Planning Area to be classified as a “Industrial Park Conservation Area” as defined in Section 11-74.6-10(f) of the Law, and the basis for that classification is contained in the Plan.

- (c) This Redevelopment Planning Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed in accordance with the public goals stated in the Plan without the adoption of this Plan and Project.
- (d) This Redevelopment Planning Area would not reasonably be developed without this tax increment derived from real property tax incremental revenues, and the increment from such revenues will be exclusively utilized for the development of the Redevelopment Planning Area.
- (e) The Plan and Project conforms to the Comprehensive Plan of the Village of Franklin Park, as amended.
- (f) The Plan and Project is reasonably expected to create or retain a significant number of permanent full time jobs, as set forth in Section 11-74.6-10(l) of the Law.
- (g) The parcels of real property in the proposed Redevelopment Planning Area are contiguous and those contiguous parcels of real property and improvements thereon will be substantially benefited by the Plan and Project.
- (h) The Plan and Project for the Redevelopment Planning Area shall expire no later than five (5) years from the date of adoption of this Ordinance approving this Plan

and Project At any time in the five (5) years following the designation of the Redevelopment Planning Area, the Village may designate any portion of said Redevelopment Planning Area as a redevelopment project area without making additional findings or complying with additional procedures required for creation of the redevelopment project area, as set forth in Section 11-74.6-10(p).

- (i) No individual redevelopment project area subsequently adopted in connection with the Redevelopment Planning Area shall expire later than twenty-three (23) years from the respective adoption of the ordinance approving a plan and project for each redevelopment project area.

Section 3. The Plan and the Project, which were the subject matter of the public hearing, held June 20, 2011, a copy of which is attached hereto and made a part hereof as Exhibit B, is hereby adopted and approved.

Section 4. All Ordinances or parts of ordinances in conflict herewith are to the extent of such conflict, hereby repealed.

Section 5. 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 adjusted 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 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 July 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 July 2011.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Map
Legal Description

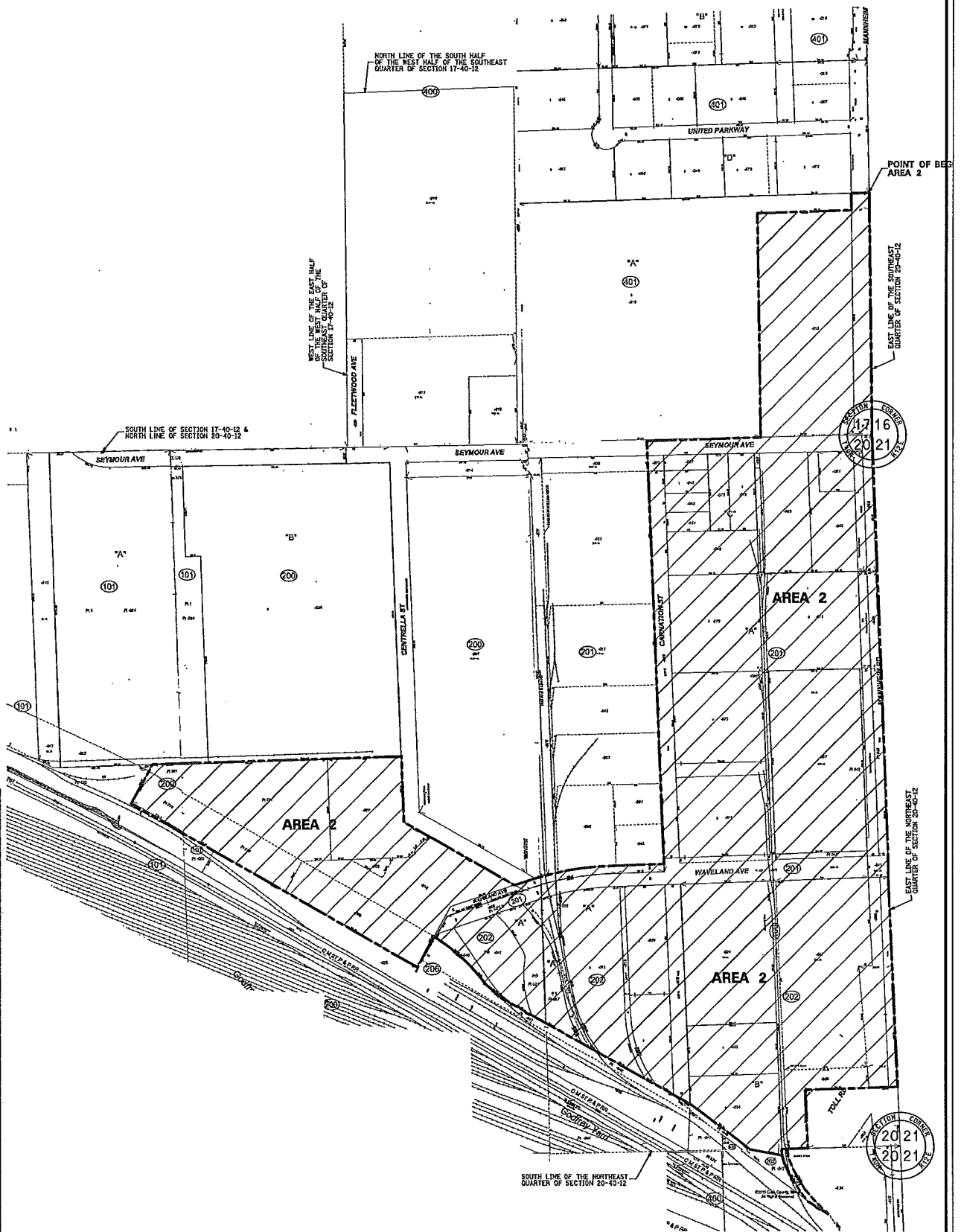
Exhibit B

Plan and Project

Appendix 1

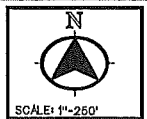
TIF Boundary Map

REDEVELOPMENT PLANNING AREA #2



P.I.N.	CLASS	TAX CODE
12-20-200-018	5-93	20025
12-20-200-020	5-80	20025
12-20-200-019	5-93	20025
12-20-200-021	5-93	20025
12-20-200-027	5-93	20025
12-20-200-028	5-80	20025
12-20-201-007	5-97	20025
12-20-201-011	5-17	20025
12-20-201-015	0-00	20025
12-20-201-016	0-00	20025
12-20-201-029	0-00	20025
12-20-201-040	1-00	20025
12-20-201-041	0-00	20025
12-20-201-042	1-00	20025
12-20-201-045	5-93	20025
12-20-201-049	5-93	20025
12-20-201-053	5-93	20025
12-20-201-054	5-93	20025
12-20-201-057	1-00	20025
12-20-201-061	5-97	20025
12-20-201-062	5-97	20025
12-20-201-083	5-93	20025
12-20-201-088	0-00	20025
12-20-201-089	1-00	20025
12-20-201-070	0-00	20025
12-20-201-073	6-63	20025
12-20-201-074	5-93	20025
12-20-201-075	5-93	20025
12-20-201-076	5-93	20025
12-20-201-079	5-93	20025
12-20-201-080	1-00	20025
12-20-202-007	5-22	20025
12-20-202-015	0-00	20025
12-20-202-018	0-00	20025
12-20-202-022	0-00	20025
12-20-202-023	5-93	20025
12-20-202-024	6-63	20025
12-20-202-027	5-93	20025
12-20-202-028	0-00	20025
12-20-202-029	5-93	20025
12-20-202-030	0-00	20025
12-20-202-033	5-93	20025
12-20-202-034	5-93	20025
12-20-202-035	0-00	20025
12-20-202-039	5-90	20025
12-20-202-040	5-80	20025
12-20-202-041	5-93	20025
12-20-400-028	-	-
12-17-401-015	5-97	20025
12-20-202-026	-	-
12-20-202-038	-	-

REVISIONS:
02/11/11



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:	2/8/11
JOB NO:	6872
FILENAME:	6872EXB-01.DGN



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



REDEVELOPMENT PLANNING AREA 2

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 INTERSECTION OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 AND THE SOUTH LINE OF THE NORTH 50 ACRES OF LOT 2 IN THE ASSESSOR'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17, ALSO BEING THE SOUTH LINE OF THE O'HARE INTERNATIONAL INDUSTRIAL PLAZA SECOND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1968 AS DOCUMENT 20666997; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO A POINT ON A LINE 217.95 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER, ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT NUMBER 16685493; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE ARC OF A CIRCLE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE TO THE LEFT HAVING A RADIUS OF 3149.0 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH ALONG THE LAST DESCRIBED WEST LINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, SAID POINT BEING 346 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE INTERSECTION WITH THE EAST LINE OF THE PARCEL TWO AS CONVEYED IN DEED RECORDED AS DOCUMENT NUMBER 0603847008, SAID LINE BEING THE ARC OF A CIRCLE TO THE LEFT, HAVING A RADIUS OF 468.34 FEET; THENCE SOUTHEASTERLY ALONG SAID EAST LINE 298.19 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 89.85 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2, SAID POINT ALSO BEING 1200.21 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF WAVELAND AVENUE AS DEDICATED NOVEMBER 27, 1968 PER DOCUMENT 20689487 AND 375.42 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF THE EAST LINE OF SAID SECTION 20; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL 2, SAID LINE BEING THE ARC OF A CIRCLE

TO THE RIGHT, HAVING A RADIUS OF 488.34 FEET AND AN ARC DISTANCE OF 187.59 FEET TO A POINT BEING 1024.85 FEET (AS MEASURE AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF SAID WAVELAND AVENUE AND ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN CILIA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 1987 AS DOCUMENT 87524391; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 6.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO A KINK POINT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF LOT E IN THE MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959, AS DOCUMENT 17433952; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION TO THE WESTERLY MOST CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 9 OF SAID SUBDIVISION TO THE SOUTH LINE OF LOT D OF SAID SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF VACATED WAVELAND AVENUE PER DOCUMENT 0425739093; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE SOUTHEASTERLY LINE OF PROPERTY CONVEYED TO NATIONAL TEA COMPANY BY DEEDS RECORDED AS DOCUMENTS 19981211 AND 19992235, BEING A LINE 6.30 FEET (AS MEASURED AT RIGHT ANGLES) NORTHWESTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOTS 9 AND D IN SAID MILWAUKEE ROADS SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO THE SOUTHERLY MOST CORNER OF SAID NATIONAL TEA COMPANY PROPERTY CONVEYED BY DOCUMENT 19992235; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED BY DOCUMENT 19992235; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF PROPERTY CONVEYED BY DEEDS RECORDED AS SAID DOCUMENT 19981211 AND DOCUMENT 19992235 TO A POINT ON THE SOUTH LINE OF CENTERPOINT O'HARE – SOUTH, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2008 AS DOCUMENT 0822018090; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE SOUTHEAST CORNER OF LOT 2 OF SAID CENTERPOINT O'HARE –SOUTH, SAID POINT ALSO BEING A POINT ON A LINE 1813.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 20, AND ALSO BEING THE WEST LINE OF CENTRELLA STREET AS DEDICATED AUGUST 5, 1983, PER DOCUMENT 26720568; THENCE SOUTHERLY ALONG A LAST DESCRIBED PARALLEL LINE TO A POINT ON THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT 19981211, SAID LINE ALSO BEING THE SOUTHWESTERLY LINE OF SAID CENTRELLA STREET; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE NORTHERLY LINE OF SAID WAVELAND AVENUE; THENCE NORTHEASTERLY AND EASTERLY ALONG THE LAST DESCRIBED NORTHERLY LINE TO A POINT ON THE WEST LINE OF

THE EAST 843.50 FEET OF SAID NORTHEAST QUARTER, ALSO BEING THE WEST LINE CARNATION STREET AS DEDICATED PER SAID DOCUMENT 20689487 SAID POINT BEING 1577.95 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE LAST DESCRIBED LINE AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE NORTH LINE OF SEYMOUR AVENUE AS DEDICATED PER SAID DOCUMENT 20689487, AND ALSO BEING THE SOUTH LINE OF SAID LOT 2; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE PARALLEL WITH THE SAID EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING 372.31 FEET AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, WEST FROM THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH A LINE WHICH IS 50 FEET (AS MEASURED AT RIGHT ANGLES), WEST OF AND PARALLEL WITH SAID EAST LINE OF THE SAID SOUTHEAST QUARTER; THENCE NORTHERLY, ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT ON A LINE 60.00 FEET (AS MEASURED AT RIGHT ANGLES), SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 50 ACRES OF SAID LOT 2; THENCE EASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT ON THE WEST LINE OF MANNHEIM ROAD AS WIDENED, BEING A LINE 67 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE, TO A POINT ON THE SOUTH LINE OF SAID O'HARE INTERNATIONAL INDUSTRIAL PLAZA SECOND ADDITION, ALSO BEING THE SOUTH LINE OF SAID NORTH 50 ACRES OF LOT 2; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE DESIGNATING THE MILWAUKEE ROAD
REDEVELOPMENT PLANNING AREA NO. 2 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 07/25/11
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

SECOND ORDINANCE

ORDINANCE NUMBER 1112-G-__

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

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

WHEREAS, the President and Board of Trustees of the Village Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") have heretofore adopted and approved the Milwaukee Road Redevelopment Plan and Project for Redevelopment Planning Area No. 2 (the "*Plan and Project*") with respect to which a public hearing was held on June 20, 2011, and it is now necessary and desirable to designate the area referred to in said Plan and Project as a Redevelopment Planning 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 area identified and described in Exhibit A, a copy of which is attached hereto and made a part hereof, is hereby authorized and designated as a Redevelopment Planning Area pursuant to Section 11-74.6-15 of the Industrial Job Recovery Law, 65 ILCS Section 5/11-74.6-1 *et. seq.*, as amended.

Section 3. At any time in the five (5) years following the designation of the Redevelopment Planning Area, the Village may designate any portion of said Redevelopment Planning Area as a redevelopment project area without making additional findings or complying with additional procedures required for creation of the redevelopment project area, as set forth in Section 11-74.6-10(p).

Section 4. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict, hereby repealed.

Section 5. 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 adjudged 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 persons, 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 6. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of July 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 July 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

Map
Legal Description

REDEVELOPMENT PLANNING AREA #2

LEGEND:

- REVISIONS: 02/11/11
- DATE: 2/8/11
- JOB NO: 6672
- FILE NAME: 6672EXB-01.DGN

Table 1: P.L.M., CLASS, TAX CODE

P.L.M.	CLASS	TAX CODE
12-20-202-018	5.93	20005
12-20-202-020	5.80	20005
12-20-202-019	5.93	20005
12-20-202-021	5.93	20005
12-20-202-022	5.93	20005
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12-20-202-024	5.93	20005
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12-20-202-034	5.93	20005
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12-20-202-038	5.93	20005
12-20-202-039	5.93	20005
12-20-202-040	5.93	20005
12-20-202-041	5.93	20005
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Table 2: SOUTH LINE OF SECTION 17-40-12

SECTION	DATE	REVISION
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17-40-12	02/11/11	2
17-40-12	02/11/11	3
17-40-12	02/11/11	4
17-40-12		

P.L.N.	CLASS	AREA 2		TAX CODE
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12-20-2020-091	2025	5-93	5-93	
12-20-2020-092	2025	5-93	5-93	
12-20-2020-093	2025	5-93	5-93	
12-20-2020-094	2025	5-93	5-93	
12-20-2020-095	2025	5-93	5-93	
12-20-2020-096	2025	5-93	5-93	
12-20-2020-097	2025	5-93	5-93	
12-20-2020-098	2025	5-93	5-93	
12-20-2020-099	2025	5-93	5-93	
12-20-2020-100	2025	5-93	5-93	



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



REDEVELOPMENT PLANNING AREA 2

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 INTERSECTION OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 AND THE SOUTH LINE OF THE NORTH 50 ACRES OF LOT 2 IN THE ASSESSOR'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17, ALSO BEING THE SOUTH LINE OF THE O'HARE INTERNATIONAL INDUSTRIAL PLAZA SECOND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1968 AS DOCUMENT 20666997; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO A POINT ON A LINE 217.95 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER, ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT NUMBER 16685493; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE ARC OF A CIRCLE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE TO THE LEFT HAVING A RADIUS OF 3149.0 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH ALONG THE LAST DESCRIBED WEST LINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, SAID POINT BEING 346 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE INTERSECTION WITH THE EAST LINE OF THE PARCEL TWO AS CONVEYED IN DEED RECORDED AS DOCUMENT NUMBER 0603847008, SAID LINE BEING THE ARC OF A CIRCLE TO THE LEFT, HAVING A RADIUS OF 468.34 FEET; THENCE SOUTHEASTERLY ALONG SAID EAST LINE 298.19 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 89.85 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2, SAID POINT ALSO BEING 1200.21 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF WAVELAND AVENUE AS DEDICATED NOVEMBER 27, 1968 PER DOCUMENT 20689487 AND 375.42 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF THE EAST LINE OF SAID SECTION 20; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL 2, SAID LINE BEING THE ARC OF A CIRCLE

TO THE RIGHT, HAVING A RADIUS OF 488.34 FEET AND AN ARC DISTANCE OF 187.59 FEET TO A POINT BEING 1024.85 FEET (AS MEASURE AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF SAID WAVELAND AVENUE AND ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN CILIA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 1987 AS DOCUMENT 87524391; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 6.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO A KINK POINT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF LOT E IN THE MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959, AS DOCUMENT 17433952; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION TO THE WESTERLY MOST CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 9 OF SAID SUBDIVISION TO THE SOUTH LINE OF LOT D OF SAID SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF VACATED WAVELAND AVENUE PER DOCUMENT 0425739093; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE SOUTHEASTERLY LINE OF PROPERTY CONVEYED TO NATIONAL TEA COMPANY BY DEEDS RECORDED AS DOCUMENTS 19981211 AND 19992235, BEING A LINE 6.30 FEET (AS MEASURED AT RIGHT ANGLES) NORTHWESTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOTS 9 AND D IN SAID MILWAUKEE ROADS SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO THE SOUTHERLY MOST CORNER OF SAID NATIONAL TEA COMPANY PROPERTY CONVEYED BY DOCUMENT 19992235; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED BY DOCUMENT 19992235; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF PROPERTY CONVEYED BY DEEDS RECORDED AS SAID DOCUMENT 19981211 AND DOCUMENT 19992235 TO A POINT ON THE SOUTH LINE OF CENTERPOINT O'HARE – SOUTH, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2008 AS DOCUMENT 0822018090; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE SOUTHEAST CORNER OF LOT 2 OF SAID CENTERPOINT O'HARE –SOUTH, SAID POINT ALSO BEING A POINT ON A LINE 1813.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 20, AND ALSO BEING THE WEST LINE OF CENTRELLA STREET AS DEDICATED AUGUST 5, 1983, PER DOCUMENT 26720568; THENCE SOUTHERLY ALONG A LAST DESCRIBED PARALLEL LINE TO A POINT ON THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT 19981211, SAID LINE ALSO BEING THE SOUTHWESTERLY LINE OF SAID CENTRELLA STREET; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE NORTHERLY LINE OF SAID WAVELAND AVENUE; THENCE NORTHEASTERLY AND EASTERLY ALONG THE LAST DESCRIBED NORTHERLY LINE TO A POINT ON THE WEST LINE OF

THE EAST 843.50 FEET OF SAID NORTHEAST QUARTER, ALSO BEING THE WEST LINE CARNATION STREET AS DEDICATED PER SAID DOCUMENT 20689487 SAID POINT BEING 1577.95 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE LAST DESCRIBED LINE AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE NORTH LINE OF SEYMOUR AVENUE AS DEDICATED PER SAID DOCUMENT 20689487, AND ALSO BEING THE SOUTH LINE OF SAID LOT 2; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE PARALLEL WITH THE SAID EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING 372.31 FEET AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, WEST FROM THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH A LINE WHICH IS 50 FEET (AS MEASURED AT RIGHT ANGLES), WEST OF AND PARALLEL WITH SAID EAST LINE OF THE SAID SOUTHEAST QUARTER; THENCE NORTHERLY, ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT ON A LINE 60.00 FEET (AS MEASURED AT RIGHT ANGLES), SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 50 ACRES OF SAID LOT 2; THENCE EASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT ON THE WEST LINE OF MANNHEIM ROAD AS WIDENED, BEING A LINE 67 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE, TO A POINT ON THE SOUTH LINE OF SAID O'HARE INTERNATIONAL INDUSTRIAL PLAZA SECOND ADDITION, ALSO BEING THE SOUTH LINE OF SAID NORTH 50 ACRES OF LOT 2; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

VILLAGE OF FRANKLIN PARK

**Milwaukee Road Industrial
Redevelopment Planning Area No. 2**

REDEVELOPMENT PLAN AND PROJECT

Prepared For:

Village of Franklin Park, Illinois

Prepared By:

Kane, McKenna and Associates, Inc.

July 2011

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

Redevelopment Plan and Project

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Appendix 1
Appendix 2

Redevelopment Planning Area Boundary Map
Legal Description

I. INTRODUCTION

A. Proposed Milwaukee Road Industrial Redevelopment Planning Area No. 2

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

RPLA No. 2 consists of approximately forty-eight (48) parcels of land that are primarily made up of a mix of existing industrial-related uses. RPLA No. 2 is the second of two redevelopment planning areas proposed for the area in the vicinity of Mannheim Road and Waveland Avenue. RPLA No. 2 is generally located east of and contiguous to RPLA No. 1, and contains parcels fronting Mannheim Road. (See Appendix 1 for a map of RPLA No. 2.) The objective for the second RPLA would be to retain existing uses, with emphasis on industrial and mixed industrial/commercial business retention, as well as complementary rights-of-way improvements

This Redevelopment Plan and Project (the "Plan") is intended to serve as a mechanism for the Village to redevelop the entire RPLA No. 2 through the creation of individual sub-areas that will each be designated as specific Redevelopment Project Areas. 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 RPLA No. 2 as an important response to the decline in manufacturing, employment and income the community has suffered over the last several years. The RPLA No. 2 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 RPLA No. 2 (and sub-areas) is strategically important to its efforts to attract private sector investment, and that such efforts will only be made possible by an economic development project that will be regional in scope. Such a program must balance the capability of generating substantial financial resources (to induce private sector investment) with the flexibility for the Village to formulate strategic public-private sector partnerships rapidly and efficiently so that opportunities to increase employment and tax base are not lost. The Village proposes to employ the resources made possible by the creation of the RPLA No. 2, as well as the subsequent establishment of the individual Redevelopment Project Areas, 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 RPLA No. 2's central location positions it well for the movement of goods and services throughout the United States and North America. In addition to the multi-modal network of transportation assets (air, rail and surface transit), it has a network of private sector businesses with the experience and market access to take advantage of the regional and infrastructure advantages. Furthermore, it has access to the greater Chicago labor market for the staffing necessary for industrial and warehouse production.

The RPLA No. 2 incorporates 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 development and redevelopment without the public financing made possible by the designation of the eastern portion of the Milwaukee Road industrial area as the RPLA No. 2. 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 RPLA No. 2's designation. Furthermore, RPLA No. 2 designation will address the potentially high Cook County tax structure (with a proportionately higher tax burden for non-residential uses). RPLA No. 2 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 RPLA No. 2. However, development of the RPLA No. 2 is only viable given certain property assembly, provision of necessary upgrades of infrastructure and upgraded road access to existing improvements. To promote the development of the RPLA No. 2, the Village has planned for the use of a series of interconnecting Redevelopment Project Areas, all to be located within the RPLA No. 2.

The Village proposes to designate the target area as a Redevelopment Project Planning Area (the "RPLA No. 2") pursuant to the Illinois Jobs Recovery Law, as defined herein. The RPLA No. 2 has not been subject to growth and development through private enterprise and is not reasonably anticipated to be redeveloped without the adoption of a redevelopment plan and the use of public financing for such purposes as infrastructure improvements, job training, land acquisition and interest cost write down. The Village has prepared this redevelopment plan and project (the "Plan") 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 the RPLA No. 2 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 RPLA No. 2 will ultimately include modern 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.

Through this RPLA No. 2, 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 Plan will benefit the Village and all the taxing districts which encompass the RPLA No. 2 by significantly expanding the tax base, retaining existing businesses, and creating new employment opportunities as a result of new private development in the RPLA No. 2. The Village has identified a proposed development team for the RPLA No. 2 and wishes to proceed expeditiously with the redevelopment effort.

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

The Village will qualify the entire RPLA No. 2 as an Industrial Park Conservation Area under the Law. The Village will then seek to qualify each of the sub-areas

(Redevelopment Project Areas or TIF Districts) separately in the manner pursuant to the Law. This will mean that each sub-area will in effect be pre-qualified under this standard in the Law, allowing the Village to designate any or all such sub-areas as TIF Districts at any time within a 5-year period. Section 65 ILCS 5/11-74.6-10)(e) defines an Industrial Park Conservation Area (an “IPCA”) as follows:

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

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

(2) Standard Two: The municipality must be a substantial labor surplus municipality and the area must be served by adequate public and or road transportation for access by the unemployed and for the movement of goods or materials and the Redevelopment Project Area shall contain no more than 2% of the most recently ascertained equalized assessed value of all taxable real properties within the corporate limits of the municipality after adjustment for all annexations associated with the establishment of the Redevelopment Project Area. No redevelopment projects may be authorized by the municipality under Standard Two of subsection (e) of this Section unless the project plan also provides for an employment

training project that would prepare unemployed workers for work in the industrial park conservation area, and the project has been approved by official action of or is to be operated by the local community college district, public school district or state or locally designated private industry council or successor agency.”

The RPLA No. 2, and each subsequent Redevelopment Project Area, 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. The RPLA No. 2 (as well as any of the potential Redevelopment Project Areas) has not 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 Plan 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 the RPLA No. 2 will significantly enhance the tax base of the taxing districts that extend into the RPLA No. 2.

Additionally, no single Redevelopment Project Area to be established in connection with the RPLA No. 2 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 Planning Area legal description is attached in Exhibit 4.

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

The RPLA No. 2 is composed primarily of older industrial properties, as well as parcels that have failed to attract new development. The RPLA No. 2 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 the RPLA No. 2 has become an economic burden to the Village and a hindrance to potential healthy growth of the community.

Although the RPLA No. 2 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 RPLA No. 2 have to-date been submitted to the Village for the RPLA No. 2's redevelopment. The result has been an overall decline in employment within the RPLA No. 2, 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 RPLA No. 2. They include:

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

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

No residential growth will be contained within the Redevelopment Project Area. Consequently, the development leveraged through the RPLA No. 2 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 RPLA No. 2 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. 2 in accordance with the Village's Comprehensive Plan that serves as a guide for growth and development of the Village. Such goals and objectives may be supplemented by future planning studies, economic development studies, traffic studies or site reports that are undertaken by the Village or by development entities on behalf of the Village.

A. General Goals

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

B. Specific Objectives

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

C. Redevelopment Objectives

The purpose of the RPLA No. 2 designation will allow the Village to:

1. Assist in coordinating development and redevelopment activities within the RPLA No. 2 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 the RPLA No. 2; and
5. Provide for an attractive overall appearance of the area.

The redevelopment of the RPLA No. 2 will contribute to the overall economic development of the Village. Job creation associated with the RPLA No. 2 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. INDUSTRIAL PARK CONSERVATION AREA CONDITIONS EXISTING IN THE REDEVELOPMENT PLANNING AREA

The RPLA No. 2 qualifies for the designation of future Redevelopment Project Areas under the Industrial Park Conservation Area (IPCA) criteria contained in the Law. The RPLA No. 2 meets 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. 2 is either zoned for industrial use or will be so zoned at the time of designation of each individual Redevelopment Project Area.

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

D. No single Redevelopment Project Area within the RPLA No. 2 will contain more than 2% of the most recent equalized assessed value of all taxable real properties within the

corporate limits of the Village at the time such a Redevelopment Project Area is formally designated by the Village.

E. The Plan provides for an employment-training project that would prepare unemployed workers for work within the Redevelopment Project Area. This training project is described in Section IX of the Plan.

VII. RPLA No. 2 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 RPLA No. 2.

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

The Village of Franklin Park's Milwaukee Road Industrial Redevelopment Planning Area 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. Types of structures and facilities to be developed include manufacturing, distribution, warehouse, airport-related facilities, as well as ancillary infrastructure support (e.g., underground utilities, telecommunications, water, sanitary, storm, electric, gas, roadways, and site preparation).

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

C. Plan to Finance Infrastructure to Support the Project

Development of the project(s) for RPLA No. 2 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 RPLA No. 2 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 RPLA No. 2 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, RPLA No. 1 is reasonably expected to create a significant number of full-time jobs in connection with the occupancy of new manufacturing/warehouse facilities. Over the life of the RPLA, it is estimated that at least 1,600 jobs will be created upon full redevelopment of the RPLA, assuming total capacity is achieved.

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

VIII. REDEVELOPMENT PROJECT FOR THE RPLA No. 2

A. Redevelopment Plan and Project Objectives

The Village proposes to realize its goals and objectives of encouraging the development of the RPLA No. 2, 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 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 RPLA No. 2.

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 RPLA No. 2 to enhance the immediate area as a whole, to support the Project and the Plan, and to serve the needs of community residents. Appropriate public improvements may include, but are not limited to:

- Construction of new streets, sidewalks, turning lanes, traffic signals, curb and gutters, and pedestrian-ways;
- Improvements of public utilities including construction of sanitary sewer and storm sewer, detention ponds, wetlands mitigation, signalization improvements, and streetlighting; and
- Construction of public buildings required to provide municipal services in the RPLA No. 2.

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 RPLA No. 2 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 RPLA No. 2.

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 RPLA No. 2.

6. Land Acquisition

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

C. General Land Use Plan

Existing land uses in the RPLA No. 2 are primarily industrial-related uses as well as vacant parcels zoned for industrial use. These parcels constitute approximately 84 acres. Existing land uses are shown in Exhibit 5. Proposed land uses will remain predominantly industrial, as indicated in Exhibit 6.

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 Redevelopment Plan and Project. Private investments, which supplement "Redevelopment Project Costs", are expected to substantially exceed such redevelopment project costs. Eligible costs permitted 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.

6. Remediation

Costs of eliminating or removing contaminants and other impediments required by federal or State environmental laws, rules, regulations, and guidelines, orders or other requirements or those imposed by private lending institutions as a condition for approval of their financial support, debt or equity, for the redevelopment projects, provided, however, that in the event (i) other federal or State funds have been certified by an administrative agency as adequate to pay these costs during the 18 months after the adoption of the redevelopment plan, or (ii) the

municipality has been reimbursed for such costs by persons legally responsible for them, such federal, State, or private funds shall, insofar as possible, be fully expended prior to the use of any revenues deposited in the special tax allocation fund of the municipality and any other such federal, State or private funds received shall be deposited in the fund. The municipality shall seek reimbursement of these costs from persons legally responsible for these costs and the costs of obtaining this reimbursement.

7. Training

Costs of job training and retraining projects.

8. Construction and Other Financing Costs

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

9. Capital Costs

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

10. Relocation Costs

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

11. Payments in Lieu of Taxes

Payments in lieu of taxes.

12. Other Job Training

Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related

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

13. General Financing

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

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

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

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

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

(E) if there are not sufficient funds available in the special tax allocation fund in any year to make such payment or reimbursement in full, any amount of such interest

cost remaining to be paid or reimbursed by a municipality shall accrue and be payable when funds are available in the special tax allocation fund to make such payment.

Estimated costs are shown in the next section. Adjustments to these cost items may be made without amendment to the Redevelopment Plan. The costs represent estimated budgeted amounts and do not represent actual Village commitments or expenditures. Rather, they are an overall ceiling on possible expenditures of TIF funds in the RPLA No. 2, and will be redistributed within individual Redevelopment Project Areas as such areas are designated by the Village within the five-year life and term of the RPLA No. 2.

Exhibit 2

Budget for RPLA No. 2 Costs

Budget Category	Estimated Cost
Administration (planning, marketing, site management, legal, architects, engineers, other, etc.)	\$500,000
Interest Costs (pursuant to the Law)	\$1,000,000
Job Training	\$2,000,000
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.)	\$9,000,000
Rehabilitation of Structures	\$4,500,000
Site Preparation (including demolition and environmental remediation)	\$5,000,000
TOTAL ESTIMATED RPLA No. 2 TIF COSTS	\$25,000,000

Notes:

- All project cost estimates are in 2011 dollars.
- 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.
- Adjustments to the estimated line item costs above are expected. Each individual project cost will be reevaluated in light of the specific objectives of any specific Redevelopment Project Area, or projected private development within such Redevelopment Project Area and resulting tax revenues as it is considered for public financing under the provisions of the Law. The totals of line items set forth above are not intended to place a total limit on the described expenditures. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment for the RPLA No. 1 as a whole, or in association with any specific Redevelopment Project Area to be designated. Further, the Village intends to utilize tax increment within each Redevelopment Project Area to promote redevelopment within the entire RPLA No. 1 in the manner permitted pursuant to the Law.
- 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 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 RPLA No. 2. 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 RPLA No. 2 would not reasonably 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 RPLA No. 2 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 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 specific Redevelopment 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 or any plans associated with Redevelopment Project Areas created under this Plan. 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 for any Redevelopment Project Area associated with the RPLA No. 2, 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 RPLA No. 2 is approximately \$38.8 million. The Boundary Map, Appendix 1, shows the location of the RPLA No. 2.

H. Anticipated Equalized Assessed Valuation (EAV)

Upon completion of the anticipated private development of the Redevelopment Planning Area over an estimated ten year period, it is estimated that the equalized assessed valuation (EAV) of the property within the Redevelopment Planning Area will be approximately \$72 million. The estimate assumes 2011 dollars.

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 Project will be completed on or before a date no later than 23 years from the adoption of an ordinance designating the final Redevelopment Project Area that will be authorized under this RPLA No. 2 Plan and Project. The final Redevelopment Project Area must be adopted no later than 5 years from the adoption of the ordinance designating this RPLA No. 2. Actual construction activities are anticipated to be completed within approximately twenty years.

XII. PROVISIONS FOR AMENDING THE REDEVELOPMENT PLAN AND PROJECT

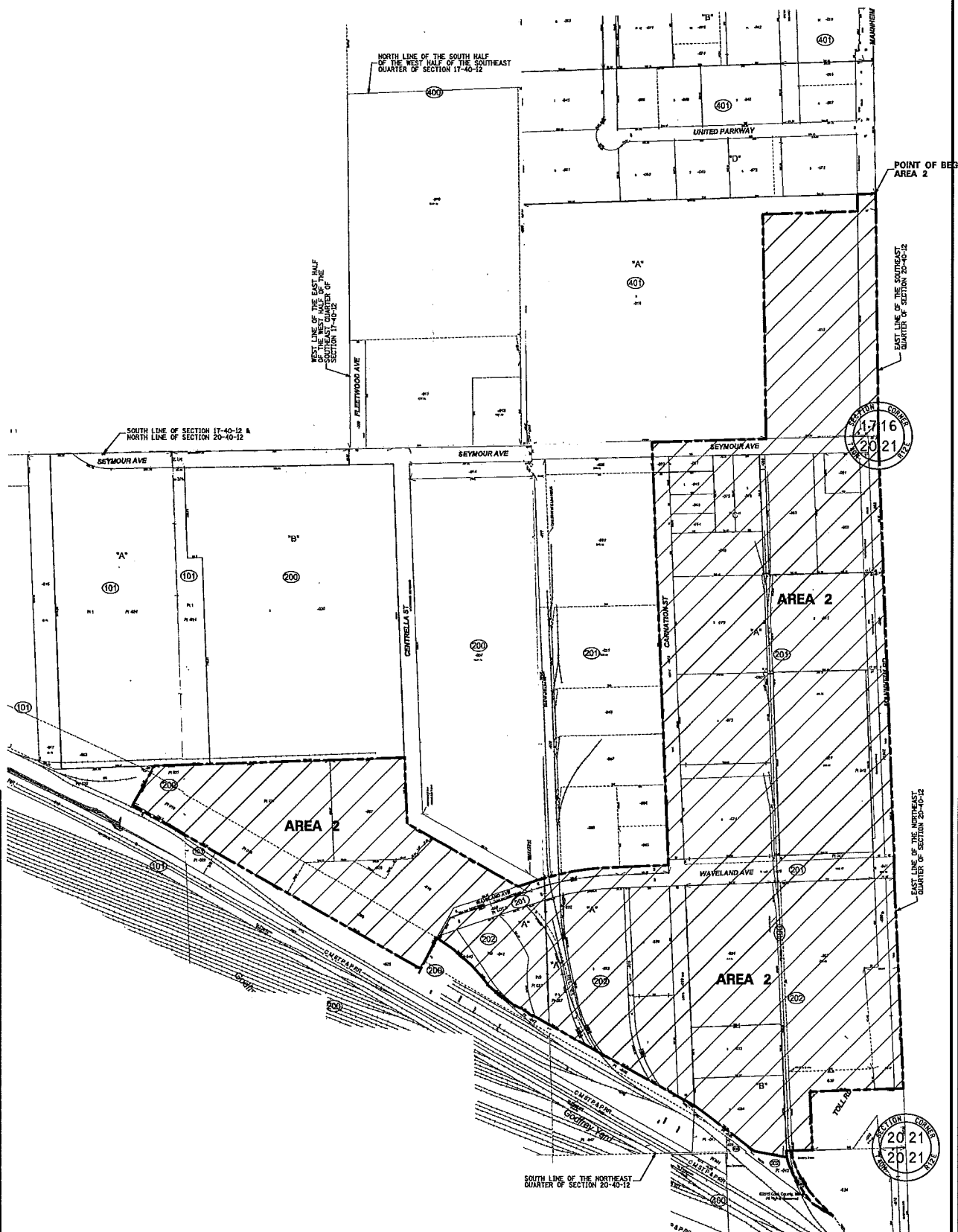
This Redevelopment Planning Area Plan and Project shall expire no later than five (5) years from the date of adoption of the ordinance approving this Plan and Project and may be amended pursuant to the provisions of the Law.

However, each individual Redevelopment Project Area adopted in connection with the RPLA No. 2 during the life and term shall individually expire no later than twenty-three (23) years from the respective adoption of the ordinance approving a Plan and Project for each, and each Plan and Project may also be amended pursuant to the provisions of the Law.

Appendix 1

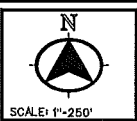
TIF Boundary Map

REDEVELOPMENT PLANNING AREA #2



AREA 2		
P.I.N.	CLASS	TAX CODE
12-20-200-018	5-93	20025
12-20-200-020	5-80	20025
12-20-200-019	5-93	20025
12-20-200-021	5-93	20025
12-20-200-027	5-93	20025
12-20-200-028	5-80	20025
12-20-201-007	5-97	20025
12-20-201-011	5-17	20025
12-20-201-015	0-00	20025
12-20-201-016	0-00	20025
12-20-201-029	0-00	20025
12-20-201-040	1-00	20025
12-20-201-041	0-00	20025
12-20-201-042	1-00	20025
12-20-201-045	5-93	20025
12-20-201-049	5-93	20025
12-20-201-053	5-93	20025
12-20-201-054	5-93	20025
12-20-201-057	1-00	20025
12-20-201-061	5-97	20025
12-20-201-062	5-97	20025
12-20-201-063	5-93	20025
12-20-201-068	0-00	20025
12-20-201-069	1-00	20025
12-20-201-070	0-00	20025
12-20-201-073	6-63	20025
12-20-201-074	5-93	20025
12-20-201-075	5-93	20025
12-20-201-078	5-93	20025
12-20-201-079	5-93	20025
12-20-201-080	1-00	20025
12-20-202-007	5-22	20025
12-20-202-015	0-00	20025
12-20-202-018	0-00	20025
12-20-202-022	0-00	20025
12-20-202-023	5-93	20025
12-20-202-024	6-63	20025
12-20-202-027	5-93	20025
12-20-202-028	0-00	20025
12-20-202-029	5-93	20025
12-20-202-030	0-00	20025
12-20-202-033	5-93	20025
12-20-202-034	5-93	20025
12-20-202-035	0-00	20025
12-20-202-039	5-90	20025
12-20-202-040	5-80	20025
12-20-202-041	5-93	20025
12-20-400-028	-	-
12-17-401-015	5-97	20025
12-20-202-026	-	-
12-20-202-038	-	-

REVISIONS:
02/11/11



CONSULTING ENGINEERS	DATE: 2/9/11
SITE DEVELOPMENT ENGINEERS	JOB NO: 6872
LAND SURVEYORS	FILENAME: 6872EXB-01.DGN
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018	Phone: (847) 696-4060 Fax: (847) 696-4065

Appendix 2

Legal Description



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



REDEVELOPMENT PLANNING AREA 2

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 INTERSECTION OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 AND THE SOUTH LINE OF THE NORTH 50 ACRES OF LOT 2 IN THE ASSESSOR'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17, ALSO BEING THE SOUTH LINE OF THE O'HARE INTERNATIONAL INDUSTRIAL PLAZA SECOND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1968 AS DOCUMENT 20666997; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO A POINT ON A LINE 217.95 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER, ALSO BEING THE EASTERLY EXTENSION OF THE NORTH LINE OF PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT NUMBER 16685493; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE ARC OF A CIRCLE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE TO THE LEFT HAVING A RADIUS OF 3149.0 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH ALONG THE LAST DESCRIBED WEST LINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, SAID POINT BEING 346 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE INTERSECTION WITH THE EAST LINE OF THE PARCEL TWO AS CONVEYED IN DEED RECORDED AS DOCUMENT NUMBER 0603847008, SAID LINE BEING THE ARC OF A CIRCLE TO THE LEFT, HAVING A RADIUS OF 468.34 FEET; THENCE SOUTHEASTERLY ALONG SAID EAST LINE 298.19 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 89.85 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2, SAID POINT ALSO BEING 1200.21 FEET (AS MEASURED AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF WAVELAND AVENUE AS DEDICATED NOVEMBER 27, 1968 PER DOCUMENT 20689487 AND 375.42 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF THE EAST LINE OF SAID SECTION 20; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL 2, SAID LINE BEING THE ARC OF A CIRCLE

TO THE RIGHT, HAVING A RADIUS OF 488.34 FEET AND AN ARC DISTANCE OF 187.59 FEET TO A POINT BEING 1024.85 FEET (AS MEASURE AT RIGHT ANGLES) SOUTH OF THE SOUTH LINE OF SAID WAVELAND AVENUE AND ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN CILIA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 1987 AS DOCUMENT 87524391; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 6.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO A KINK POINT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF LOT E IN THE MILWAUKEE ROADS PLAT OF INDUSTRIAL LOTS ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959, AS DOCUMENT 17433952; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION TO THE WESTERLY MOST CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 9 OF SAID SUBDIVISION TO THE SOUTH LINE OF LOT D OF SAID SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF VACATED WAVELAND AVENUE PER DOCUMENT 0425739093; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE SOUTHEASTERLY LINE OF PROPERTY CONVEYED TO NATIONAL TEA COMPANY BY DEEDS RECORDED AS DOCUMENTS 19981211 AND 19992235, BEING A LINE 6.30 FEET (AS MEASURED AT RIGHT ANGLES) NORTHWESTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOTS 9 AND D IN SAID MILWAUKEE ROADS SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO THE SOUTHERLY MOST CORNER OF SAID NATIONAL TEA COMPANY PROPERTY CONVEYED BY DOCUMENT 19992235; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED BY DOCUMENT 19992235; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF PROPERTY CONVEYED BY DEEDS RECORDED AS SAID DOCUMENT 19981211 AND DOCUMENT 19992235 TO A POINT ON THE SOUTH LINE OF CENTERPOINT O'HARE – SOUTH, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 2008 AS DOCUMENT 0822018090; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE SOUTHEAST CORNER OF LOT 2 OF SAID CENTERPOINT O'HARE –SOUTH, SAID POINT ALSO BEING A POINT ON A LINE 1813.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 20, AND ALSO BEING THE WEST LINE OF CENTRELLA STREET AS DEDICATED AUGUST 5, 1983, PER DOCUMENT 26720568; THENCE SOUTHERLY ALONG A LAST DESCRIBED PARALLEL LINE TO A POINT ON THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED BY DEED RECORDED AS DOCUMENT 19981211, SAID LINE ALSO BEING THE SOUTHWESTERLY LINE OF SAID CENTRELLA STREET; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON THE NORTHERLY LINE OF SAID WAVELAND AVENUE; THENCE NORTHEASTERLY AND EASTERLY ALONG THE LAST DESCRIBED NORTHERLY LINE TO A POINT ON THE WEST LINE OF

THE EAST 843.50 FEET OF SAID NORTHEAST QUARTER, ALSO BEING THE WEST LINE CARNATION STREET AS DEDICATED PER SAID DOCUMENT 20689487 SAID POINT BEING 1577.95 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE LAST DESCRIBED LINE AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE NORTH LINE OF SEYMOUR AVENUE AS DEDICATED PER SAID DOCUMENT 20689487, AND ALSO BEING THE SOUTH LINE OF SAID LOT 2; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO A POINT ON A LINE PARALLEL WITH THE SAID EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING 372.31 FEET AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, WEST FROM THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH A LINE WHICH IS 50 FEET (AS MEASURED AT RIGHT ANGLES), WEST OF AND PARALLEL WITH SAID EAST LINE OF THE SAID SOUTHEAST QUARTER; THENCE NORTHERLY, ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT ON A LINE 60.00 FEET (AS MEASURED AT RIGHT ANGLES), SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 50 ACRES OF SAID LOT 2; THENCE EASTERLY ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT ON THE WEST LINE OF MANNHEIM ROAD AS WIDENED, BEING A LINE 67 FEET (AS MEASURED AT RIGHT ANGLES) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE, TO A POINT ON THE SOUTH LINE OF SAID O'HARE INTERNATIONAL INDUSTRIAL PLAZA SECOND ADDITION, ALSO BEING THE SOUTH LINE OF SAID NORTH 50 ACRES OF LOT 2; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G-_____

**THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS FOR THE FISCAL
YEAR BEGINNING MAY 1, 2011 AND ENDING APRIL 30, 2012**

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 07/25/11
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 1112-G-_____

**THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS FOR THE FISCAL
YEAR BEGINNING MAY 1, 2011 AND ENDING APRIL 30, 2012**

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. That the amounts hereinafter set forth, or so much thereof, as may be authorized by law, or may be needed or deemed necessary to defray all expenses and liabilities of the Village, be and the same are hereby approved and appropriated for such Corporate objects and purposes and such other funds herein described for the fiscal year beginning May 1, 2011 and ending April 30, 2012, together with the Certificate of Estimated Revenues by source anticipated to be received by the Village for said fiscal year.

(Intentionally Left Blank)

Section 3. The appropriations herein made for any purpose shall be regarded as only maximum amounts to be expended under the respective appropriation accounts and shall not be construed as a commitment, agreement, obligation, or liability of the Village or Corporate Authorities. Any positions not separately established or authorized by action of the Corporate Authorities shall not be funded solely by virtue of the adoption of this Ordinance. No employee, officer or agent shall have the right to demand continuous employment and compensation by reason of any appropriation, if it becomes necessary to discharge, eliminate or reduce the number of hours worked for a position or employee on account of lack of work or funds. In the case of a vacancy in any office or position herein, the vacancy shall not be required to be filled, if it is so deemed in the judgment and sole discretion of the Corporate Authorities. No monies shall be expended over the amount stated for a corporate object or purpose without prior passage, by vote of the Corporate Authorities, or an ordinance making a transfer within that department or other separate agency of the Village government of sums of money appropriated for another corporate object or purpose to that corporate object or purpose.

Section 4. That any unexpended balances of the appropriations for the fiscal years prior hereto are hereby specifically reappropriated for the same general purpose for which they were originally made and may be expended in making up any insufficiency in any item or items provided in this Ordinance. Wherever herein an appropriation is made for a legally binding commitment arising under a prior year appropriation, the amount appropriated herein is a reappropriation of the unexpended balance, not an increase in the amount previously appropriated and such amount remains subject to prior approval by the Corporate Authorities before expenditure.

Section 5. That if any item or portion thereof of this Ordinance is for any reason invalid, such decision shall not affect the validity of the remaining portion of such item or the remaining portion of this Ordinance, as this Ordinance, and its parts, are declared to be severable and any section, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

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

Section 7. That the Village Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect immediately after its adoption, approval and publication as provided by law.

(Intentionally Left Blank)

FINAL 07-25-11

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of July 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 July 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

**VILLAGE OF FRANKLIN PARK
CERTIFICATE OF ESTIMATED REVENUES
FISCAL YEAR BEGINNING MAY 1, 2011
AND ENDING APRIL 30, 2012**

BOND PROCEEDS	10,000,000
CHARGES FOR SERVICE	9,266,188
FEES AND PERMITS	575,279
FINES AND PENALTIES	1,442,119
FROM FUND BALANCE	666,486
GRANTS	2,735,058
INTEREST	10,231
LICENSES AND PERMITS	852,002
MISCELLANEOUS	776,117
MOTOR FUEL TAX STATE ALLOTMENTS	474,173
MUNICIPAL RETAILERS' OCCUPATION TAX	2,423,089
OPERATING TRANSFERS	2,332,535
PROPERTY TAXES	15,606,367
REIMBURSEMENTS	392,050
RENTS ON VILLAGE PROPERTY	250,117
ROAD AND BRIDGE TAX FROM TOWNSHIP	386,605
STATE INCOME TAX	1,796,897
SUNDRY STATE TAXES	854,888
TAX INCREMENT FINANCE DISTRICTS INCREMENTAL REVENUE	2,194,393
UTILITY USER TAX	3,375,989
TOTAL ESTIMATED REVENUE	56,410,584

I hereby certify that this estimate of revenues is accurate to the best of my knowledge, based upon currently available information.

Dated this 25th day of July, 2011.

Ronald I Heller
Comptroller, Village of Franklin Park

FISCAL YEAR 2011-2012 APPROPRIATIONS

FISCAL 11/12
APPROPRIATION

CORPORATE FUND (FUND 10)

ADMINISTRATION (10-01)

40100 Department Head	105,000
40101 Salary Office Asst/Secretaries	110,399
40102 Salary Assistant Comptroller	43,365
40103 Salary Summer Youth Program	13,225
40104 Salary Village President	67,500
40105 Salary Liquor Commissioner	22,500
40106 Salary Village Trustees	90,000
40107 Salary Village Treasurer	5,697
40800 Compensation for Overtime	9,775
40802 Compensation for Sick Pay	12,938
40850 Municipal Share IMRF	282,386
40851 Municipal Share Social Secur	152,243
40852 Municipal Share Medicare	35,605
40999 Flexible spending card	10,350
50400 Purchase of Office Supplies	28,750
50700 Repairs/Office Equipment	288
51500 Postage	4,025
51600 Stationery	8,050
51700 Subscriptions/Periodicals	2,875
51850 Publishing Treasurers Report	345
51885 Community Support	72,450
52001 Personnel Training	2,875
52120 Meeting Attendance	11,500
52130 Village Officials Exp Report	8,625
52135 Professional Memberships	3,450
53150 Reimb Employees for Travel	2,300
59000 Miscellaneous Expense	28,750
59005 Bank Fees	5,750
59020 Penalty Fees	1,150
59025 Credit Card Fees	11,500
60000 Membership Dues in IL Mun Le	1,495
60100 Membership Dues West Central	13,225
67590 Professional Financial Service	11,500
68050 Interest Expense LOC	97,750

TOTAL APPROPRIATION, ADMINISTRATION

1,277,635

INFORMATION TECHNOLOGY (10-02)

40100 IT Director Salary	77,438
40101 Assistant IT Director	46,463
40102 System Administrator	41,309
50200 Fuel for Vehicles	2,300
50700 Repairs/Office Equipment	5,750
51150 Professional Services	17,250
51200 Telephone Service Charges	195,500
51300 Data Fixes	1,725
54200 Software and Renewal License	63,250
54300 Website Maintenance	5,750
80000 Purchase of Computers	34,500
80001 Hardware Leasing	40,250
80100 Purchase of Hardware	11,500
80200 Security System	1,150
80300 Cell Phones	57,500

FISCAL YEAR 2011-2012 APPROPRIATIONS

	FISCAL 11/12 APPROPRIATION
TOTAL APPROPRIATION, INFORMATION TECHNOLOGY	601,635
COMMUNITY DEVELOPMENT (10-12)	
40100 Salary Director Econ.devlpmt	94,146
40101 Salary Office Asst/Secretaries	40,950
40103 Salary Summer Youth Program	2,875
40200 Salary Zoning Administrator	68,250
40300 Salary Planner/Economic Development	47,250
40500 Comp/BD of Plan Commission	9,198
40501 Comp/Chair Plan/Zoning BD	9,207
40505 Salary ZBA Secretary	2,520
40800 Compensation for Overtime	3,450
40802 Compensation for Sick Pay	2,875
50200 Fuel for Vehicular Equipment	575
51700 Subscriptions/Periodicals	1,725
51870 Promotional Activities	66,000
52000 Personnel Training Non-Sworn	1,150
52100 Due/prof Organizations	2,300
53150 Reimb Employees for Travel	1,150
53160 Reimb of Comm Direct Exp	288
53170 Legal Notices - Plan & Zone BD	1,725
53180 Municipal Sign Upkeep	1,150
59000 Miscellaneous Expense	1,150
67560 Lobbyist	183,750
67580 Comp Plan/Dev Consultant	23,000
67680 Environmental Contractor	3,450
82800 Engineering Expense/CD Contractual	48,392
82805 Engineering Expense/non-CD Contractual	11,500
82900 Prop Tax - Village Owned Prop	2,875
85600 Franklin Park Redevelopment	5,750
87610 Historic Preservation Progra	1,150
87640 Village Gateway Enhancement	1,150
TOTAL APPROPRIATION, COMMUNITY DEVELOPMENT	638,951
BUILDING DEPARTMENT (10-13)	
40100 Department Head	65,000
40101 Salary Office Asst/Secretaries	109,834
40103 Salary Summer Youth Program	5,750
40109 Maintenance Engineer	79,716
40201 Salary Electrical inspector	11,868
40202 Salary Building Inspector	62,484
40209 Salary Fire Inspector	57,750
40480 Compensation Code Comp Officer	228,935
40800 Compensation for Overtime	13,650
50200 Fuel for Vehicular Equipment	4,600
51650 Technical Books & Code Books	1,725
51700 Subscriptions/Periodicals	575
51800 Printing of forms	1,725
52000 Personel Training and Travel	4,025
52100 Due/prof Organizations	575
52200 Janitorial Supplies	8,625
52400 Energy Audit	11,500
52550 Municipal Building Utilities	2,875
52600 Maint of Municipal Property	86,250

FISCAL YEAR 2011-2012 APPROPRIATIONS

	FISCAL 11/12 APPROPRIATION
52610 Engineering Fees	40,250
52925 Plan Review Architectual Serv	19,555
52960 Inspection Supplies	575
53000 Foreclosure Related Expenditures	28,750
59000 Miscellaneous Expense	5,750
60550 Contract for Elevator Inspect	4,600
60600 Uniform Rental/Purchase	3,450
62440 Pur Inspectional Equipment	575
69060 50/50 Sidewalk	115,000
TBD Demolition Expense	46,000
80000 Municipal Property Cap Exp	5,750
80300 Purchase of Vehicular Equipment	5,750
TOTAL APPROPRIATION, BUILDING DEPARTMENT	1,033,467
COMMUNICATIONS (10-14)	
40220 Norcomm	898,698
TOTAL APPROPRIATION, COMMUNICATIONS	898,698
CLERK (10-18)	
40100 Department Head	30,000
40101 Summer Youth Program	4,600
40120 Salary Deputy Clerk	19,165
40121 Salary Clerk Assistant	17,778
50400 Purchase of Flags	630
51600 Stationery	173
51700 Subscriptions/Periodicals	518
51830 Pub Municipal Code & Ord Sup	11,500
51840 Publishing Legal Notices	1,725
52000 Personnel Training Non-Sworn	1,725
52100 Due/prof Organizations	288
59000 Miscellaneous Expense	575
80500 Record Management	5,175
80600 Purchase of Office Equipment	4,025
80700 Purchase of Fireproof Cabinets	4,140
TOTAL APPROPRIATION, CLERK	102,015
POLICE DEPARTMENT (10-20)	
40100 Department Head	100,100
40101 Salary Office Asst/Seretaries	40,667
40110 Salary Depty Chief-operation	96,013
40112 Salary Sergeants	658,728
40125 Salary Patrol Officers	2,629,616
40127 Civilian Evidence Technician	39,029
40128 Compensation/Patrol Commander	6,809
40129 Salary Evidence Technician	15,654
40130 Compensation/Investigators	10,894
40132 Watch Commander	24,024
40229 Salary Auxillary Police	115,500
40800 Comp/Overtime Office Staff	1,265
40801 Compensation for OT - Union	322,000
40803 Compensation for Holidays	110,035
40804 Compensation for Degrees	3,450
40806 Uniform Allowance	40,796
50200 Fuel for Vehicular Equipment	143,750

FISCAL YEAR 2011-2012 APPROPRIATIONS

	FISCAL 11/12 APPROPRIATION
50400 Purchase of Office Supplies	4,600
50500 Redspeed Service Fees, etc.	166,750
50700 Repairs/Office Equipment	8,625
51150 Computer Programs P.C.	20,700
51500 Postage	1,495
51600 Stationery	1,725
51700 Subscriptions/Periodicals	4,600
52000 Education Reimbursement	17,250
52001 Personnel Training - Sworn	46,000
52100 Due/prof Organizations	2,875
52450 Heating	13,800
59000 Miscellaneous Expense	4,600
TBD Police Building Maintenance	2,300
TBD Police Equipment (Non-Enforcement)	11,500
TBD Grant Writing Consultant	8,050
59001 Youth Bicycle Safety Program	2,300
59002 Explorer Expenses	1,150
60320 NIPAS	17,250
60330 Equipment Traffic Enforcement	9,200
60340 First Aid Kit Supplies	115
TBD Purchase of Bullet Proof Vests	11,500
60350 Repairs of Police Equipment	5,750
60400 Norcomm Records Contract	128,100
60560 Investigation Program	4,600
60590 Temp Police Uniform Expense	10,350
60601 Unif Replace/Damaged on Duty	805
60610 Ammunition Supplies	13,800
60620 Prisoners Food	4,025
60625 Kennel Hous Captured Animals	5,750
60630 Purchase of Photo Equipment	13,800
62170 Body Removal	4,025
64000 Legal and Grievance Expenses	23,000
80350 Lease Payments for Vehicles	11,546
80570 Police Enforcement Equip	34,500
80600 Purchase of Office Equipment	3,450
80700 Purcase of Computer Equipment	50,025
80800 Purchases for COPS Grant	365,740
81153 Phone Charge on Lease	17,250
TOTAL APPROPRIATION, POLICE DEPARTMENT	5,411,230
ESDA (10-21)	
62000 Early Warning System	1,380
65000 Emergency Supplies	5,750
TOTAL APPROPRIATION, ESDA	7,130
FIREFIGHTERS PENSION (10-26)	
68000 General Expense Pension	1,664,138
TOTAL APPROPRIATION, FIREFIGHTERS PENSION	1,664,138
POLICE PENSION (10-27)	
68000 General Expense Pension	1,591,662
TOTAL APPROPRIATION, POLICE PENSION	1,591,662
FIRE DEPARTMENT (10-30)	

FISCAL YEAR 2011-2012 APPROPRIATIONS

	FISCAL 11/12 APPROPRIATION
40100 Department Head	96,268
40101 Salary Office Asst/Secretaries	20,890
40104 Commanders	284,810
40105 Lt. Working Out of Grade	8,400
40111 Salary Lieutenants	1,020,096
40124 Salary Fire Fighters	1,784,071
40209 Trainers-G7 Scale	137,970
40240 Stipend Pay	12,075
40400 Salary Mechanic	6,440
40801 Compensation for OT - Union	287,500
40802 Compensation for Sick Pay	112,125
40803 Compensation for Holidays	108,100
40804 Compensation for Degrees	2,300
40806 Uniform Maintenance	19,550
50200 Fuel for Vehicular Equipment	40,250
51170 Purchase of Radios	5,750
52001 Personnel Training - Sworn	17,250
52100 Due/prof Organizations	863
TBD NIPSTA Dues	10,350
52450 Heating	8,050
53000 Physicals	6,900
TBD Global Connect	4,485
59000 Miscellaneous Expense	3,450
62010 Purchase Fire Hose	5,750
62030 Fire Station Supplies	6,900
62040 Maint & Repair Fire Station 1	1,725
62050 Maint & Repair Fire Station 2	2,875
62060 Maint & Repair Fire Station 3	863
62090 Pur Chemicals/O2/Extinguisher	3,450
62120 Pur Air Packs	188,600
TBD Air Pack Maintenance	5,750
62140 Paramedic Amb Serv Cont	15,525
62160 Mabas Agreement	6,900
62180 Turnout Uniform	40,700
64000 Legal	2,875
80300 Lease Payments for Fire Engine	78,398
80305 Lease Payments for Ambulance	34,547
80570 Tools And Equipment	2,300
82080 Pur Paramedic Equipment	20,700
82090 Pur Vehicles	5,500
TOTAL APPROPRIATION, FIRE DEPARTMENT	4,421,300
 LIABILITY INSURANCE (10-32)	
62650 W.C. Safety Grant Expenditures	33,800
TOTAL APPROPRIATION, LIABILITY INSURANCE	33,800
 ACCOUNTING SERVICES (10-33)	
52400 Audit Expense	115,000
TOTAL APPROPRIATION, ACCOUNTING SERVICES	115,000
 CROSSING GUARDS (10-36)	
40230 Salary Crossing Guards	88,821
TOTAL APPROPRIATION, CROSSING GUARDS	88,821

FISCAL YEAR 2011-2012 APPROPRIATIONS

	FISCAL 11/12 APPROPRIATION
POLICE AND FIRE COMMISSION (10-40)	
40510 Fire/Police Commissioners	1,260
52060 Seminar Expense	391
59000 Miscellaneous Expense	5,750
62260 Police Testing	17,250
62270 Fire Testing	6,325
TOTAL APPROPRIATION, POLICE AND FIRE COMMISSION	30,976
STREET LIGHTING (10-50)	
62330 Electricity Street & Alley Lighting	396,750
62340 Maint of Street & Alley Lighting	36,800
TOTAL APPROPRIATION, STREET LIGHTING	433,550
HEALTH INSURANCE (10-52)	
59000 Miscellaneous Expense	5,750
62370 Payment Short Term Disability	47,955
62380 Payment Life ins Premium	9,384
62390 Payment Dental Premium	142,044
62410 Health Insurance	1,849,220
62417 Employee Assistance Program	1,296
TOTAL APPROPRIATION, HEALTH INSURANCE	2,055,649
HEALTH AND HUMAN RESOURCES (10-60)	
40100 Department Head	84,731
40101 Salary Office Asst/Secretaries	16,738
40228 Salary Meals on Wheels Driver	13,650
40509 Comp/Senior Citizens Comm	3,381
50200 Fuel for Vehicular Equipment	863
51890 Advertising	3,450
51950 Cobra Compliance	1,380
52000 Personnel Training Non-Sworn	5,750
52100 Due/prof Organizations	115
52990 Pur Educational Material	460
53150 Reimb Employees for Travel	173
59000 Miscellaneous Expense	4,600
62460 Exterminating Services Cont	12,650
62490 ID Bracelets Medical Safety	12
63500 Snow Plowing Program	31,050
63550 Senior Grass Cutting	35,075
TOTAL APPROPRIATION, HEALTH AND HUMAN RESOURCES	214,077
CITIZENS' ACTIVITIES (10-61)	
40100 Director Citizens Activities	5,750
59000 Miscellaneous Expense	575
69500 Annual Fest	115
69550 Car Show	1,380
69561 May Railroad Daze Program	55,000
69580 December Holidays Program	1,725
69590 Veterans Memorial	4,025
TOTAL APPROPRIATION, CITIZENS' ACTIVITIES	68,570
LAW (10-72)	
59000 Legal Expenses Miscellaneous	69,000
62557 Legal Fees	603,750

FISCAL YEAR 2011-2012 APPROPRIATIONS

	FISCAL 11/12 APPROPRIATION
62570 Comp Village Prosecuter	41,400
TOTAL APPROPRIATION, LAW	714,150
 STREETS (10-90)	
40100 Department Head	30,717
40101 Salary Office Asst/Secretaries	12,250
40103 Salary Summer Youth Program	36,750
40108 Deputy Commissioner	23,493
40113 Salary Working Foremen	118,460
40114 Salary Drivers	154,016
40115 Salary Laborers	146,655
40800 Compensation for Overtime	68,250
50125 Maint of Vehicular Equipment/In house	20,125
50200 Fuel for Vehicular Equipment	89,125
50700 Repairs/Office Equipment	1,150
51600 Stationery	115
51700 Subscriptions/Periodicals	1,150
52000 Personnel Training Non-Sworn	4,600
52100 Due/prof Organizations	1,150
59000 Miscellaneous Expense	12,650
60600 Uniform Rental/Purchase	6,325
62070 Equipment for Perishable	5,750
62325 Vehicle/Vending Stickers	27,600
62590 Maint Village Garage	28,750
62600 Maint Public Right of Way	155,250
62610 Maint Street Signs	23,000
62620 Dust Control	1,150
62630 Street Crack Sealing Program	57,500
62660 Purchase of Stone	5,175
62670 Purchase of Dirt	2,415
62680 Supplies(Non-Durable)	11,500
62690 Serv/Contract Traffic Signals	46,000
62710 Village Repair Traffic Cont	11,500
62715 Planting	4,600
62780 Repairs to Non-Vehicular Equip	40,250
62940 Heating/Gas	8,338
62950 Bridge Inspections	28,750
62955 Bridge Maintenance	11,500
80300 Purchase of Vehicular Equipment	36,750
82630 Pur Street Maint Equipment	5,750
82781 Street Patching	345,000
82800 Engineering Expense	441,117
88860 Salt Dome	11,500
88880 Park Franklin and Schiller	1,150
88900 Fuel Station	172,500
TBD Ruby St Crossing Imp	423,200
TBD Cherry/Birch Reconstruction	586,500
TBD Resurface Emerson, Elder & Hawthorne	644,000
TBD Pearl/Reeves Ct Reconstruction	787,750
TOTAL APPROPRIATION, STREETS	4,651,225
 TOTAL CORPORATE FUND	 26,053,679

OTHER FUNDS

FISCAL YEAR 2011-2012 APPROPRIATIONS

	FISCAL 11/12 APPROPRIATION
FIRE BOARD (FUND 04)	
50000 Purchase of Equipment	5,830
50100 Station Supplies	3,080
50200 Office Supplies	55
50300 Ice Machine Lease	1,595
50400 Member Dues	330
50500 Cable	4,400
50550 Professional Services	550
50600 Purchase of Office Equipment	8,058
50800 Bank Fees	11
50900 Gym Membership	6,325
51000 Personnel Training	18,700
60000 <u>Equipment Purchases</u>	3,630
TOTAL APPROPRIATION, FIRE BOARD FUND	52,564
1505 FUND (FUND 05)	
50000 Purchase of Equipment	1,403
51000 Vehicle Expense	440
52000 Professional Services	1,870
53000 Tactical Operations Expense	14,850
54000 Vehicle Purchase	4,510
55000 Bank Fees	28
56000 Return of Confiscated Funds	10,148
TOTAL APPROPRIATION, 1505 FUND	33,248
EMERGENCY 911 FUND (FUND 07)	
40300 Norcomm Fees	152,530
40500 Salary 911 Secretary	4,400
51200 Telephone	42,900
59005 Bank Charges	55
60000 Maint of Equipment	34,650
60200 Office Expense	1,210
60300 Employee Training	193
60400 Repair of Equipment	22,000
60500 Warranty Exp	6,710
80600 Purchase of Equipment	48,400
54200 IT Software & License Renewal	62,700
TOTAL APPROPRIATION, EMERGENCY 911 FUND	375,748
FLEET MAINTENANCE FUND (FUND 08)	
40400 Salary Mechanic	89,107
40401 Compensation/Asst Mechanic	143,707
40403 Salary Summer Youth Program	7,920
40800 Compensation for OT Non-Union	18,700
40802 Compensation for Sick Pay	110
40900 Social Security	16,779
40910 Medicare	3,924
40920 IMRF	31,123
50009 Vehicle Maint - Refuse & Recycling	33,000
50012 Vehicle Maint - Community Development	1,375
50013 Vehicle Maint - Inspectional Services	13,475
50020 Vehicle Maint - Police	137,500
50030 Vehicle Maint - Fire	88,000
50034 Vehicle Maint - Water	30,250

FISCAL YEAR 2011-2012 APPROPRIATIONS

	FISCAL 11/12 APPROPRIATION
50035 Vehicle Maint - Sewer	33,550
50060 Vehicle Maint - Health & Human Resources	1,375
50090 Vehicle Maint - Streets	96,800
50200 Fuel for Vehicular Equipment	330
52000 Personnel Training Non-Sworn	55
52100 Due/prof Organizations	55
52400 Health Insurance	52,568
59000 Miscellaneous Expense	1,100
60600 Uniform Rental/Purchase	550
89110 Pur Maint Equipment Motor Pool	13,200
TOTAL APPROPRIATION, FLEET MAINTENANCE FUND	814,553
GARBAGE FUND (FUND 09)	
40114 Salary Laborers	87,719
40115 Salary Drivers (Sweepers)	106,356
40117 Code Compliance Officer	11,393
40800 Compensation for Overtime	13,125
40802 Compensation for Sick Pay	5,775
41000 Social Security	13,910
42000 Medicare	3,253
43000 IMRF	25,803
44000 Health Insurance	43,633
50200 Fuel for Vehicular Equipment	25,300
TBD Bill Mailing & Processing	24,244
64000 Refuse Contain Dumping Chg	57,500
64010 Private Scavenger Contract	1,435,533
64030 Recycling Containers	2,300
TBD Dental Insurance	3,511
TOTAL APPROPRIATION, GARBAGE FUND	1,859,355
WEST MANNHEIM RESIDENTIAL AREA TIF (FUND 12)	
59000 Miscellaneous Expense	11,500
62557 Legal Fees	28,750
67590 Property Rehab Consultant	11,500
67600 Rehab Grant Program	28,750
67700 Equipment Purchase	11,500
68910 Repayment of Notes	767,119
TBD Demolition	575,000
TOTAL APPROPRIATION, WEST MANNHEIM RESIDENTIAL AREA TIF FUND	1,434,119
BELMONT/RIVER TIF (FUND 13)	
59000 Miscellaneous Expense	1,150
62557 Legal Fees	1,150
67590 Property Rehab Consultant	575
TBD Demolition	57,500
TOTAL APPROPRIATION, BELMONT/RIVER TIF FUND	60,375
LIFE FITNESS TIF (FUND 14)	
59000 Miscellaneous Expense	2,300
62557 Legal Fees	575
TBD Property Tax Refund	300,000
68910 Repayment of Property Taxes	287,500
TOTAL APPROPRIATION, LIFE FITNESS TIF FUND	590,375

FISCAL YEAR 2011-2012 APPROPRIATIONS

	FISCAL 11/12 APPROPRIATION
MOTOR FUEL TAX (FUND 19)	
62650 Purchase of Salting Supplies	287,500
TOTAL APPROPRIATION, MOTOR FUEL TAX FUND	287,500
 MANNHEIM/GRAND TIF (FUND 22)	
59000 Miscellaneous Expense	57,500
59100 Repairs & Maintenance	69,000
62557 Legal Fees	5,750
67590 Consultants	5,750
68910 Note Repayment-Prin.& Int.	5,750
TOTAL APPROPRIATION, MANNHEIM/GRAND TIF FUND	143,750
 WATER FUND (FUND 34)	
40100 Department Head	29,254
40101 Salary Office Asst/Secretaries	20,619
40102 Deputy Commissioner	22,374
40103 Salary Summer Youth Program	68,250
40113 Salary Working Foremen	74,064
40114 Salary Drivers	58,226
40115 Salary Laborers	150,915
40116 H&HR Director	9,885
40117 Business Software Alliance	16,675
40800 Compensation for Overtime	103,500
50160 Maint of Vehicular Equipment/In house	5,750
50200 Fuel for Vehicular Equipment	40,250
50600 Purchase of Office Furniture	1,150
50940 Maint of Non-Vehicular Equip	74,750
51500 Postage	3,450
51700 Subscriptions/Periodicals	115
51800 Printing of forms	3,450
52000 Personnel Training Non-Sworn	5,750
52060 Reg for Seminar	1,150
52100 Due/prof Organizations	4,600
52200 Janitorial Supplies	2,300
52300 Hosp Ins Program	93,812
52400 Accounting Services	13,378
59000 Miscellaneous Expense	2,875
60600 Uniform Rental/Purchase	4,600
62070 Pur of Perishable Equipment	4,600
62500 Liability Insurance	89,508
62590 Maint Village Garage	23,000
62800 Electricity for Pump House	166,750
62810 Diesel Fuel for King Street Pump Station	11,500
62815 Testing & Repair of Water Meters	17,250
62840 Purchase of Water	3,024,500
62850 Testing of Water Samples	5,750
62855 Water Billing Refunds	74,750
62860 Concrete RPRS/RST FR System	287,500
62870 Update Village Atlas	25,300
62880 Chemical Supplies (Chlorine)	4,600
62900 Bldg Maint & Repairs	5,750
62920 Improvements to Pump House	23,000
62940 Heating/Gas	24,150
62950 Cathodic Protection	14,950

FISCAL YEAR 2011-2012 APPROPRIATIONS

	FISCAL 11/12 APPROPRIATION
67000 Repayment/Hexagram Loan	103,254
69050 Curbs & Sidewalks	40,250
69070 Tree Planting on Parkways	8,625
69600 Graffiti Removal	8,625
82780 Panoramic Water Main	5,000
82800 Engineering Expense	115,000
82810 System Improvements Water	11,500
82840 Minor tools and equipment	11,500
82890 Purchase/Installation of Equip	5,750
82910 Landscape King St Reservoir	5,750
82930 Belmont Elev Tank Painting	160,600
82990 Belmont StaVariable Speed Pump Improv	345,000
88900 Fuel Station	17,250
TBD Social Security	33,826
TBD Medicare	7,911
TBD IMRF	54,520
TBD Bill Mailing & Processing	80,075
TBD Clearing Tank Painting	156,017
TBD Water Dept Garage Roof Replacement	345,000
TBD Various Water Main Improvements	100,000
TOTAL APPROPRIATION, WATER FUND	6,229,454
 SEWER FUND (FUND 35)	
40100 Department Head	29,254
40101 Salary Office Asst/Secretaries	12,250
40102 Deputy Commissioner	22,374
40103 Salary Summer Youth Program	36,750
40113 Salary Working Foremen	49,376
40115 Salary Laborers	97,254
40800 Compensation for Overtime	26,250
40802 Compensation for Sick Pay	1,050
50150 Maint of Vehicular Equipment/In house	8,625
50200 Fuel for Vehicular Equipment	17,250
50940 Maint of Non-Vehicular Equip	69,000
51700 Subscriptions/Periodicals	115
52000 Personnel Training Non-Sworn	3,450
52200 Janitorial Supplies	1,725
52300 Village Emp Hospital Ins Prog	21,850
52400 Accounting Services	19,353
52450 Heating	5,750
52600 Maint of Municipal Building	3,450
59000 Miscellaneous Expense	5,750
60600 Uniform Rental/Purchase	4,025
62070 Pur of Perishable Equipment	3,450
62410 Health Insurance	52,360
62590 Maint Village Garage	57,500
62800 Electricity	138,000
62870 Update Sewer Atlas	25,300
62880 Chemical Supplies	8,050
63060 Imprv Annual Sewer Sys Replace	11,500
63070 Maint Sewer System	143,750
63100 Maint Jack B. Williams Basin	4,600
63110 Maint Structure 106	5,750
63196 Engineering Exp Sewer Smell	1,150

FISCAL YEAR 2011-2012 APPROPRIATIONS

	FISCAL 11/12 APPROPRIATION
68725 Principal 2004B	1,030,000
68775 Interest IEPA 925	44,166
68870 Interest IEPA 1161	51,148
68895 Interest IEPA 848	19,614
68950 Interest IEPA 924	42,709
80300 Purchase of Vehicular Equipment	12,075
81600 Westbrook Storm Sewer imp	11,500
82800 Engineering Fees	184,000
82915 Copenhagen Retention Basin/mechanicals	4,600
82920 Basin Maintenance/water	10,350
83140 Storm Sewer Improvements	5,750
83145 Crystal Creek Sewer Improv	5,750
83191 Sewer Televising	28,750
89000 Fueling Station	17,250
89010 Purchase of Equipmmt	2,300
89020 Scada of Garra & Copenhagen Lifts	10,350
89030 Departmental Contingency	7,568
TBD Bill Mailing & Processing	43,947
TBD Copenhagen SCADA and Control Panel Repair	86,250
TBD Dental Insurance	4,022
TBD IMRF	33,262
TBD Interest 2004B	746,350
TBD Liability Insurance	168,260
TBD Medicare	4,194
TBD Principal IEPA 1161	199,562
TBD Principal IEPA 848	171,548
TBD Principal IEPA 924	270,235
TBD Principal IEPA 925	204,768
TBD Pump Replace @ JB Williams	55,000
TBD Social Security	17,932
TBD Various Flood Control Improvements	374,000
TOTAL APPROPRIATION, SEWER FUND	4,753,522
O'HARE TIF (FUND 40)	
40100 Administrative Expense	2,875
59000 Miscellaneous Expense	2,300
62557 Legal Fees	575
68910 Repayment of TIF Note	17,250
TOTAL APPROPRIATION, O'HARE TIF FUND	23,000
COMMUTER PARKING LOT (FUND 41)	
59000 Miscellaneous Expense	3,795
63210 Maintenance of Commuter Lot	1,265
63220 Maintenance Commuter Fare Box	920
63240 Land Rent WI Central RR	8,700
63260 Bank Fees	52
TOTAL APPROPRIATION, COMMUTER PARKING LOT FUND	14,732
DOWNTOWN FRANKLIN AVENUE TIF (FUND 42)	
59000 Miscellaneous Expense	11,500
67590 Property Rehab Consultant	11,500
67600 Payment to Dist 84	103,500
68910 Note Payments	391,000
TBD Property Maintenance	11,500

FISCAL YEAR 2011-2012 APPROPRIATIONS

	FISCAL 11/12 APPROPRIATION
TOTAL APPROPRIATION, DOWNTOWN FRANKLIN AVENUE TIF FUND	529,000
RESURRECTION TIF (FUND 43)	
59000 Miscellaneous Expense	2,300
62557 Legal Fees	5,750
67590 Property Rehab Consultant	2,300
TOTAL APPROPRIATION, RESURRECTION TIF FUND	10,350
BOND AND INTEREST (FUND 44)	
45000 Administrative Charges	7,000
68600 Prin G.O.Refunding Ser 2003A BLDG	80,000
68625 Int G.O. Refund Ser 2003A BLDG	5,100
68802 Int G.O.(ARS) Ser 2004a Garra BD	310,750
68830 General Obligation (ARS)2006A	40,000
68835 Interest GO Series 2006a	379,200
TBD Debt Service, Police Station Bonds	546,860
TBD Transfer to Sewer for 2004B DS	1,776,350
TOTAL APPROPRIATION, BOND & INTEREST FUND	3,145,260
POLICE STATION CONSTRUCTION (FUND 54)	
50000 Engineering/Architectural Expense	200,000
51000 Legal	20,000
52000 Property Purchase	2,100,000
53000 Demolition	400,000
54000 Construction	7,280,000
TOTAL APPROPRIATION, POLICE STATION CONSTRUCTION FUND	10,000,000
TOTAL APPROPRIATION	56,410,584

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF
CERTAIN SURPLUS PROPERTY OWNED BY THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS AND AUTHORIZING THE
DONATION OF SAID PROPERTY TO THE CLUB DURANGO IN CHICAGO
(BACK PACKS, AIR BOTTLES AND TURNOUT GEAR)**

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

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

ORDINANCE NUMBER 1112-G-__

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF
CERTAIN SURPLUS PROPERTY OWNED BY THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS AND AUTHORIZING THE
DONATION OF SAID PROPERTY TO THE CLUB DURANGO IN CHICAGO
(BACK PACKS, AIR BOTTLES AND TURNOUT GEAR)**

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

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

WHEREAS, the Fire Chief has identified Village owned personal property consisting of two (2) MSA Complete Back Packs with Regulators, two (2) MSA 30 Minute Bottles and four (4) sets of Morning Pride Turnout Gear that are no longer used or required by the Village, said property being identified and described on Exhibit A (the "*Surplus Property*"), a copy of which is attached hereto and made a part hereof; and

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

WHEREAS, the Club Durango in Chicago (the "*Club Durango*") has expressed an interest in the Surplus Property in order to provide it to communities in the State of Durango, Mexico; and

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

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

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

Section 2. The Corporate Authorities find that the Surplus Property is no longer necessary or useful to the Village and authorize the Fire Chief and Village President to donate the Surplus Property, as identified and described on Exhibit A, to the Club Durango; and, further approve the Indemnification Agreement and General Release, a copy of which is attached hereto and made a part hereof as Exhibit B, and authorize the execution thereof by the Village President.

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of July 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 July 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

Surplus Property

1. 2 MSA Complete Back Packs with Regulators, Model Custom 4500 Ultralite MMR2000
2. 2 MSA 30 Minute Bottles, Model Numbers 7-947-1
3. 4 sets of Morning Pride Turnout Gear (coats and pants only)

Exhibit B

Indemnification Agreement and General Release

INDEMNIFICATION AGREEMENT AND GENERAL RELEASE

This Indemnification Agreement and General Release (the "*Agreement*") is made this 25th day of July, 2011, by and between the Village of Franklin Park (the "*Village*") and the Club Durango in Chicago (the "*Club Durango*") for the donation and disposition of certain property, as identified and described on Exhibit A, a copy of which is attached hereto and made a part hereof (the "*Property*"), from the Village to Club Durango.

WHEREAS, the Village has determined that the Property is no longer of use to the Village and Club Durango has a need for the Property and has agreed that the Property is to be provided to communities in the State of Durango, Mexico; and

WHEREAS, the Village desires to donate the Property to Club Durango and Club Durango desires to acquire the Property in its "as is" condition and "with all known and unknown faults."

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

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

AGREED:

AGREED:

Barrett Pedersen, Village President
Village of Franklin Park, Illinois

Arturo Galindo Cabada, Commissioner
Club Durango of Chicago

Exhibit A

Property

1. 2 MSA Complete Back Packs with Regulators, Model Custom 4500 Ultralite MMR2000
2. 2 MSA 30 Minute Bottles, Model Numbers 7-947-1
3. 4 sets of Morning Pride Turnout Gear (coats and pants only)

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE ENGINEERING FIRM OF CLARK DIETZ, INCORPORATED AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(WEST MANNHEIM RESIDENTIAL AREA)**

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 THE ENGINEERING FIRM OF CLARK DIETZ, INCORPORATED AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(WEST MANNHEIM RESIDENTIAL AREA)**

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, Clark Dietz, Incorporated (the "*Clark Dietz*"), located at 118 South Clinton Street, Suite 600, Chicago, Illinois, is a firm which provides professional engineering services; and

WHEREAS, the Village requires professional engineering services to define the necessary infrastructure improvements needed in the West Mannheim Residential Area; and

WHEREAS, Clark Dietz and the Village desire to enter into a Professional Services Agreement pursuant to which Clark Dietz will provide such professional engineering services to the Village.

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

Section 1. That the above recitals 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 Professional Services Agreement by and between the Village of Franklin Park, Cook County, Illinois and Clark Dietz, Incorporated, to identify infrastructure needs and associated costs in the development of a special service area in the West Mannheim Residential Area (the "*Professional Services 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 Professional Services 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 July 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 July 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

West Mannheim Residential Area Parking Design Engineering

This Agreement is by and between

Village of Franklin Park ("Client")

9500 Belmont Avenue
Franklin Park, Illinois 60131

and

Clark Dietz, Inc. ("Clark Dietz")

118 South Clinton Street, Suite 600
Chicago, Illinois 60661-5767

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By:  _____

Title: President

Date: 7-18-11

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The Village of Franklin Park desires to define the necessary and acceptable infrastructure improvements to provide parking relief in the area known as West Mannheim Residential Area (WMRA). These special services will be designed to increase levels of service from the normal services usually provided by the Village by providing off-street parking on vacant parcels owned by the Village. Clark Dietz, Inc. will provide the design engineering to assist the Village in identifying the infrastructure needs and associated costs in the development of these parking facilities and assess the feasibility of establishing a Special Service Area (SSA) to support the improvements.

B. Scope

1. Geotechnical Testing
Subsurface soil exploration will be performed by a sub-consultant to obtain representative samples of the existing subsurface conditions within the vacant (WMRA) parcels owned by the Village. This work will consist of no less than four (4) soil borings to a depth not to exceed 15-feet. Also included will be two (2) samples to complete CCDD requirement analysis. The soils report will be reviewed and used to assist with the design of the proposed improvements.
2. Surveying
Topographic survey will be completed for the vacant (WMRA) parcels owned by the Village (PINs: 12-29-214-012, 12-29-211-001, 12-29-211-002, and 12-29-211-003). Existing appurtenances and visible utilities will be surveyed to develop plan sheets and typical sections necessary for the preparation of the site engineering. The survey will also be used to aid in cost estimating for the proposed improvements.
3. Base Sheet Preparation
This task will produce drawings to depict the type, size and location of the various infrastructure improvements that will be required to support the benefits of a potential SSA.
4. Utility Review
Correspondence with the utility companies that maintain their utilities within the rights-of-way where proposed infrastructure improvements are planned will be performed. This work will identify adjustments or relocations of private utilities that will conflict with proposed improvements and will include coordination with the affected utility companies for the appropriate adjustment or relocation of the impacted utility.
5. SSA Feasibility Report
This task will produce the final document that contains the scope and costs for the proposed parking improvements. It will present to the Village of Franklin Park and owners the defined scope and estimated costs of a potential SSA and assess if

a SSA is feasible to support the proposed improvements.

6. **Project Management & Coordination**

This task is to manage staff, and coordinate activities between Clark Dietz and the Village of Franklin Park.

C. Schedule

This project should last in duration no longer than two months from the signing of the contract.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois.
2. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
3. This agreement does not include the preparation of assessment roles or schedules.
4. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
5. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. No Federal permits are anticipated for this project.
7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.
9. This agreement does not include the preparation of bidding and contract documents.
10. This agreement does not include construction engineering services.
11. This agreement does not include the preparation of legal documents for the establishment of a Special Service Area.
12. This agreement does not include the cleaning and televising of the existing sanitary and storm sewers.

E. Electronic Data Format

1. The Drawings for this project will be provided to the Client in printed format on paper and electronically in Adobe® Portable Document Format (PDF).

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Mr. Jeffery A. Eder, Director of Community Development.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

PART III COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$17,250.00, and shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written Client approval before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. **Timing/Format**
 - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. **Billing Records**

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV EQUAL EMPLOYMENT OPPORTUNITY

In the event of Clark Dietz's (hereinafter referred to as the "Consultant") non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship, status, age, physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit records as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of this contract obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

PART V
STANDARD TERMS AND CONDITIONS

Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party ~~in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party.~~ Client shall pay Clark Dietz for all Services, ~~including profit relating thereto,~~ rendered prior to termination, ~~plus any expenses of termination.~~
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. ~~For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.~~
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. ~~Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:~~

- ~~• If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or~~
- ~~• If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.~~

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** ~~To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.~~

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, ~~if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.~~ Third, ~~if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.~~

VILLAGE OF FRANKLIN PARK
WEST MANNHEIM RESIDENTIAL AREA PRELIMINARY ENGINEERING
MANHOOR ESTIMATE
CLARK DIETZ, INC.
July 18, 2011

WORK TASK DESCRIPTION

	ENG V PROJECT MANAGER	ENG I & II PROJECT ENGINEER	TECH IV SURVEY TECH	TECH IV CADD/DESIGN TECH	TECH II CADD/DESIGN TECH	CLERICAL	TOTAL
Geotechnical Review		2					2
Survey			16	4			20
Base Sheet Preparation					8		8
Grading, Geometric Plan		16			8		24
Utility Coordination		2					2
Project Specifications & Cost Estimate		16					20
SSA Feasibility Report	4	8				4	12
Project Management & Coordination	8						8
Mtg.'s w/ Village (2 Total)	8						8
QC/QA	4						4
TOTAL HOURS	24	44	16	4	16	4	108
RATES	\$140	\$95	\$110	\$110	\$75	\$70	
% HOURS	22.2%	40.7%	14.8%	3.7%	14.8%	3.7%	100.0%
LABOR COST	\$3,360.00	\$4,180.00	\$1,760.00	\$440.00	\$1,200.00	\$280.00	
DIRECT SALARY RATE	\$42.50	\$27.00	\$32.00	\$32.00	\$22.00	\$22.50	
AVERAGE EXTENDED DIRECT SALARY	\$1,020.00	\$1,188.00	\$512.00	\$128.00	\$352.00	\$80.00	\$3,290.00

3.41

EXPENSES

- A. TRAVEL
- B. CADD
- C. GEOTECHNICAL SUBCONSULTANT
- D. REPRODUCTION
- E. GPS SURVEY EQUIPMENT

LABOR TOTAL: \$11,220.00

\$250.00

\$1,280.00

\$3,800.00

\$200.00

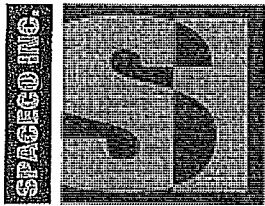
\$480.00

\$5,010.00

\$17,230.00

EXPENSES TOTAL:

TOTAL:



CONSULTING ENGINEERS

SITE DEVELOPMENT ENGINEERS

LAND SURVEYORS

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



July 18, 2011

VIA EMAIL & FAX

Jeff Eder
Community Development Director
9500 W Belmont Ave.
2nd Floor
Franklin Park, IL 60131

Tel: (847) 671-8300
Fax: (847) 671-6015
Email: jeder@vofp.com

**RE: PROFESSIONAL SURVEYING SERVICES PROPOSAL
9353 & 9451 W. BELMONT AVENUE
ALTA SURVEY UPDATE & TOPOGRAPHIC SURVEY
FRANKLIN PARK, ILLINOIS**

SPACECO Project No. 5857

Dear Mr. Eder:

In response to your request, SPACECO, Inc. is pleased to provide you with this proposal for professional surveying services for updating the ALTA Survey and preparing a Topographic Survey for 9353 & 9451 W. Belmont Avenue in Franklin Park, Illinois. The following describes our Scope of Services, and Fee.

SCOPE OF BASIC SERVICES

TASK 1.0 - ALTA/ACSM LAND TITLE SURVEY - UPDATE: We will provide field and office support for the preparation of an ALTA/ACSM Land Title Survey as defined by the 2011 Minimum Standard Detail Requirements. The survey will include the following Table "A" specifications: 1, 2, 3, 4, 5, 6a, 7a, 8, 9, 11a. Per the 2011 ALTA standard, it has been assumed that we will be provided with all record documents including easements and deeds for the subject property and adjoining properties. Please provide a copy of the title report and Schedule B supporting documents as soon as possible, which are needed prior to the completion of fieldwork. Any additional document research required will be billed hourly and

may extend the delivery time of the survey. The certification as adopted by ALTA/ACSM will be used. Please provide current zoning and setback information.

TASK 2.0 - TOPOGRAPHIC SURVEY: A topographic survey of the 13.5 acre subject property will be prepared at a scale of about 1"=40' and a contour interval of one foot. This topographic survey is necessary to establish the existing grades on the subject property and up to 100 feet off-site where accessible. This also includes picking up the location and elevation of immediately adjacent existing infrastructure that serves the subject project. The adjacent right-of-ways of Edgington Street and Belmont Avenue will be surveyed. In areas of dense vegetation, tree lines will be shown; individual trees 3 inches and greater will be located. It is assumed that the site is clear for line-of-sight. This survey is being prepared along with task 1.0 above. The survey will extend up to the adjacent railroad ballast/embankment. **We will not enter the main track area.** Please schedule a J.U.L.I.E. locate for the on-site dry utilities' we will add the markings to the survey.

The fee for the above described tasks is \$8,500 Lump Sum. Reimbursable expenses to be billed at cost plus 10 percent.

SUPPLEMENTAL SERVICES

Normal and customary engineering and surveying services do not include service in respect to the following categories of work which are usually referred to as Supplemental Services. If Client shall so advise SPACECO, Inc. and we shall perform or obtain from others such services, SPACECO, Inc. will be paid on an hourly basis or based on subsequent proposal/contract agreements, at the option of Client. Additional Supplemental Services for the project includes, but is not limited to the following:

- Services due to major changes in the general scope of the project.
- Meetings with the Client, Contractor(s), the municipal staff, or others during the course of design or construction not included under Basic Services.
- Giving testimony as an expert witness for the Client in litigation or other court proceedings involving this project.
- Preparation of any plats (Subdivision plats, etc.) or documents not explicitly identified under Basic Services.
- Photocopying and final printing. Reimbursable expenses including messenger, overnight delivery services, facsimile, photography, postage, mileage, tolls and mounting drawings.

Our services will be invoiced monthly on a percent complete basis. Payments are due within thirty days after invoicing. Work identified, as payable on an hourly basis will be

billed to you at the rates specified on the enclosed Schedule of Charges for Professional Services. We will establish our contract in accordance with the enclosed General Terms and Conditions, which are expressly incorporated into and are an integral part of this contract for professional services. If you wish to discuss the terms, conditions and provisions of this agreement, I would be pleased to do so at your earliest convenience. We reserve the right to increase our fees by 5% on each annual anniversary of this Agreement. All reproductions and delivery services will be billed to the Client on a cost plus 10% basis.

If this proposal meets with your approval, please sign both copies and return one to us for our files.

Sincerely,

SPACECO, Inc.



Jerry P. Christoph, P.L.S.
Survey Group Manager

c: B. Lounsbury, W. Loftus, R. Stawik - SPACECO, Inc.
File Copy

ACCEPTED FOR: _____
BY: _____
TITLE: _____
DATE: _____

N:\PROJECTS\5857\DOCS\WORD\PRP.5857.01JC UPDATE&TOPO.JC.071811.DOC

TABLE A

**UPDATE
TO 2011 ALTA**

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: The items of Table A must be negotiated between the surveyor and client. It may be necessary for the surveyor to qualify or expand upon the description of these items (e.g., in reference to Item 6(b), there may be a need for an interpretation of a restriction). The surveyor cannot make a certification on the basis of an interpretation or opinion of another party. Notwithstanding Table A Items 5 and 11(b), if an engineering design survey is desired as part of an ALTA/ACSM Land Title Survey, such services should be negotiated under Table A, item 22.

If checked, the following optional items are to be included in the ALTA/ACSM LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. ☒ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses.
2. ☒ Address(es) if disclosed in Record Documents, or observed while conducting the survey.
3. ☒ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. ☒ Gross land area (and other areas if specified by the client).
5. ☒ Vertical relief with the source of information (e.g. ground survey or aerial map), contour interval, datum, and originating benchmark identified.
6. ☒ (a) Current zoning classification, as provided by the insurer.

_____ (b) Current zoning classification and building setback requirements, height and floor space area restrictions as set forth in that classification, as provided by the insurer. If none, so state.
7. ☒ (a) Exterior dimensions of all buildings at ground level.

 (b) Square footage of:

 _____ (1) exterior footprint of all buildings at ground level.

 _____ (2) other areas as specified by the client.

_____ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.



8. ☒ Substantial features observed in the process of conducting the survey (in addition to the improvements and features required under Section 5 above) such as parking lots, billboards, signs, swimming pools, landscaped areas, etc.
9. ☒ Striping, number and type (e.g. handicapped, motorcycle, regular, etc.) of parking spaces in parking areas, lots and structures.
10. ☐ (a) Determination of the relationship and location of certain division or party walls designated by the client with respect to adjoining properties (client to obtain necessary permissions).
- ☐ (b) Determination of whether certain walls designated by the client are plumb (client to obtain necessary permissions).
11. Location of utilities (representative examples of which are listed below) existing on or serving the surveyed property as determined by:
- ☒ (a) Observed evidence.
- ☒ (b) Observed evidence together with evidence from plans obtained from utility companies or provided by client, and markings by utility companies and other appropriate sources? (with reference as to the source of information). → **JULIE LOCATE.**
- Railroad tracks, spurs and sidings;
 - Manholes, catch basins, valve vaults and other surface indications of subterranean uses;
 - Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole crossmembers or overhangs; and
 - utility company installations on the surveyed property.
- Note - With regard to Table A, item 11(b), source information from plans and markings will be combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
12. ☐ Governmental Agency survey-related requirements as specified by the client, such as for HUD surveys, and surveys for leases on Bureau of Land Management managed lands.
13. ☐ Names of adjoining owners of platted lands according to current public records.
14. ☐ Distance to the nearest intersecting street as specified by the client.
15. ☐ Rectified orthophotography, photogrammetric mapping, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for the showing the location of certain features (excluding boundaries) where ground measurements are not otherwise



necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor shall (a) discuss the ramifications of such methodologies (e.g. the potential precision and completeness of the data gathered thereby) with the insurer, lender and client prior to the performance of the survey and, (b) place a note on the face of the survey explaining the source, date, precision and other relevant qualifications of any such data.

16. _____ Observed evidence of current earth moving work, building construction or building additions.
17. _____ Proposed changes in street right of way lines, if information is available from the controlling jurisdiction. Observed evidence of recent street or sidewalk construction or repairs.
18. _____ Observed evidence of site use as a solid waste dump, sump or sanitary landfill.
19. _____ Location of wetland areas as delineated by appropriate authorities.
20. _____ (a) Locate improvements within any offsite easements or servitudes benefitting the surveyed property that are disclosed in the Record Documents provided to the surveyor and that are observed in the process of conducting the survey (client to obtain necessary permissions).
_____ (b) Monuments placed (or a reference monument or witness to the corner) at all major corners of any offsite easements or servitudes benefitting the surveyed property and disclosed in Record Documents provided to the surveyor (client to obtain necessary permissions).
21. _____ Professional Liability Insurance policy obtained by the surveyor in the minimum amount of \$ _____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request.
22. _____

Adopted by the Board of Governors, American Land Title Association, on October 13, 2010.
American Land Title Association, 1828 L St., N.W., Suite 705, Washington, D.C. 20036.

Adopted by the Board of Directors, National Society of Professional Surveyors, on November 15, 2010.
National Society of Professional Surveyors, Inc., a member organization of the American Congress on Surveying and Mapping, 6 Montgomery Village Avenue, Suite 403, Gaithersburg, MD 20879



SURVEY INFORMATION REQUIRED

1. Locate all buildings, structures and pavement on site.
2. Topography:
 - A. Ground elevations 100 feet into adjoining property. *WHERE POSSIBLE*
 - B. Curb and gutter elevations. ✓
 - C. Floor elevations of existing buildings. ✓
 - D. Establish benchmark to U.S.G.S. Datum. *→ NAVD 88 CURRENT*
 - E. Any physical features, i.e. sidewalks, slab on grade, flagpoles, fence, antennas, etc. ✓
 - F. All key locations such as corners and edges. ✓
 - G. One foot contours throughout the site. ✓
3. Utilities:
 - A. Locate all underground utilities and structures on site and in public right of way. *OWNER SCHEDULE*
 - B. Invert and rim elevations of all sewer and manholes. ✓
 - C. Locate all manholes by dimension. ✓
 - D. Locate all above ground utilities: ✓
 1. Lights and power poles. ✓
 2. Transformers. ✓
 3. Fire and water hydrants. ✓
 - E. Identify all underground utilities, pipe sizes and direction of flow.
 - F. Locate and identify all underground *noticeable* structures. *VISIBLE*
4. Locate all existing streets, driveways and parking areas. ✓
5. Locate all recorded easements. Include all vacated R.O.W. *TITLE -*
6. Locate all building zoning setback requirements. *OWNER PROVIDE*
7. State the area of property. ✓
8. Identify all property corner angles. ✓
9. Locate street right of way centerline including street width. ✓
10. Locate and identify all trees 3" in diameter and larger. ✓
11. Survey information is to be furnished on computer disk or via e-mail, compatible with AutoCad Version 2006. ✓
12. Survey shall provide complete information for an ALTA/ACSM Land Title Survey, 100 feet beyond property lines.

*WHERE POSSIBLE
NOT IN
RR ROW*

