

AGENDA

RULES MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

7:00 p.m.

April 4, 2016

Roll Call

1. An Ordinance Amending Ordinance NO. 2023 Adopting the Annual Budget for the Year Commencing July 1, 2015 and Ending June 30, 2016
2. A Resolution Authorizing the Execution of a Representation Agreement between the Village of Park Forest and Frontline Real Estate Partners, LLC, Regarding Vacant Land Properties in Downtown Park Forest, Park Forest, IL

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall and on the Village website
www.villageofparkforest.com

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village Manager's Office at least 48 hours in advance of the scheduled meeting. The Village Manager's Office can be reached via telephone at (708) 283-5605 or (708)748-1129 or via e-mail at sblack@vopf.com. Every effort will be made to allow for meeting participation.

AGENDA BRIEFING

DATE: April 1, 2016

TO: Mayor John Ostenburg
Board of Trustees

FROM: Mary G. Dankowski, Deputy Village Manager/Finance Director

RE: An Ordinance Amending Ordinance NO. 2023 Adopting the Annual Budget for the Year Commencing July 1, 2015 and Ending June 30, 2016

BACKGROUND/DISCUSSION:

Halfway through the fiscal year, expenses and revenues are analyzed. This occurred at the Financial Update on February 27. After the analysis, the budget should be amended to include revenues that have been received that were not included in the budget, as adopted, and expenses that have, similarly, been incurred that were unexpected. Budget amendments are required for spending authority. Amendments are requested in the following areas: encumbrances, Board directives, grants, adjustments and other initiatives. **If fact, a new Fire grant has been added since first reading.**

Encumbrances

At the end of a fiscal year, departments are asked to identify those projects or funds that were approved by the Board, but not expended. In order to ensure that the funds are available in the next budget, they are assigned. These funds are noted as an assigned fund balance on page 29 of the Village audit. The process recommended by the Village auditors is for the Board to approve the current year expenditure of these funds by Budget amendment.

The following list details those expenditures that were assigned at June 30, 2015 in the General Fund. These items will be (or were) spent in Fiscal 2016.

ADMINISTRATIVE PURPOSES

200,000	IRMA Deductible
20,000	Training -- Computer, Leadership Development
3,625	Sikich - Personnel Manual Review
6,523	Sikich - Performance Management Implementation
527	Environment Commission - Nature Center Steeple
7,949	Senior Commission Initiative
8,108	Youth Commission Initiatives (Net Carnival Proceeds)
20,000	Legal Fees
675,000	ERP System (GEMS Project)
5,000	Other Software Upgrades
3,000	Internal Audit
<u>130,000</u>	Salary Compensation Implementation (1% base salary)
1,079,732	

PUBLIC SAFETY PURPOSE

POLICE

12,000	Training Expense
9,000	Capital (Station Renovations)
<u>28,426</u>	Youth Programs (20% of FY15 Vehicle Seizure Revenue)
49,426	

RECREATION & PARKS PURPOSES

10,000	Police Electrical Panels (3)
10,000	Village Hall Interior Upgrades
1,725	Somonauk Park Design Balance
15,000	LifeCycle Projects / Eastgate Plan
<u>175,000</u>	Resurface Central Park Parking Lot
211,725	

PUBLIC WORKS PURPOSES

138,510	Street Maintenance (formerly Storm Sewers)
<u>15,500</u>	Plow Pad / Storage
154,010	

ECONOMIC DEVELOPMENT PURPOSES

1,000	Design for Resident Brochure
3,000	Innovation District Support
4,267	Civic Leadership Development Academy
2,000	Postage for Resident Brochure
<u>8,000</u>	Printing of Resident Brochure
18,267	

COMMUNITY DEVELOPMENT PURPOSES

10,000	Home Demolition
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1,523,160

Similar to encumbrances, DUI fines are reserved for DUI enforcement. In the prior year \$7,105 was identified as a fund balance reserve.

Police	\$8,825 – DUI Enforcement
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PEG fees are collected for specific cable equipment enhancements. The accumulated fund balance is available for this purpose.

PEG Fees	\$114,188
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Grants

Fire Department

The Village has received an Enbridge Grant for \$1,000 for the last six years. In Fiscal 2016 an accumulation of grant dollars plus the current year will be spent.

Capital	\$3,000	
Grant Revenue		\$1,000

The Fire Department has been awarded a SAFER Recruitment and Retention Grant.

Part-time POC	\$4,826	
Grant Revenue		\$4,826

The Fire Department has also been awarded a Blue Card Training Grant.

Training	\$5,587	
Grant Revenue		\$5,587

The Fire Department recently received notice that it was awarded a grant for Emergency Response training and has the ability to purchase body armour and supplies.

Operating Supplies	\$10,483	
Grant Revenue		\$10,483

Police

The Police department continues to receive the DOJ Bullet Proof Grant. 2016 activity is expected to be:

Uniform Expenses	\$2,933	
Federal Grant Revenue		\$2,933

Administration

The Village received the third and final year funding of a sustainability coordinator. The Budget Amendment is for July through October.

Professional Services – Manager’s Office	\$22,292	
Grant Revenue		\$22,292

Economic Development

Economic Development is working with IHDA to conduct work related to demolition and site restoration of blighted homes. It is anticipated that the Blight Reduction Program Grant will require the following expenses which will be reimbursed.

Other Professional Services	\$2,551	
Contractual Grounds Maintenance	\$127,648	
Reimbursement		\$130,199

The Village just received notification that it had been awarded, through the South Suburban Land Bank, an additional \$805,000 for blight reduction.

The Abandoned Property Program grant activity for Fiscal 2016 is as follows:

Other Professional Services	\$89,725	
Reimbursement		\$89,725

Recreation and Parks

Recreation and Parks was awarded a grant from the Morton Arboretum.

Capital	\$13,300	
Local Grant Revenue		\$13,300

Health Department

The Health Department is administering a 3 year grant totaling \$16,000 related to the Farmers Market.

Professional Services	\$5,333	
Grant Revenue (Year 1)		\$5,333

Other Adjustments

The Police Department worked with their collection agency staff to secure a license plate reader to assist with collections efforts.

Capital	\$22,175	
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Fire Department

In November 2015 the Village’s ambulance was involved in an accident which ultimately requires the replacement of a power cot. These funds will come from insurance deductible fund set aside. The Village will pursue recovery from the vehicle owner involved in the accident.

Capital Outlays \$39,190

Some funds have been received to date

Insurance Settlement \$12,000

In addition a second accident with a Matteson ambulance caused a second power cot replacement.

Capital Outlays \$16,200

Public Works

The Public Works budget included \$150,000 for the Lincoln Highway fence. Design decisions were made to upgrade the quality of the fence and extend the entire fence length from Indiana past Orchard to the end of the Village limits on Route 30. It is anticipated that the new cost will be \$239,601, requiring the following budget amendment.

Capital Outlays \$89,601

Sewer

The Sewer Fund has previously budgeted funds for a wash rack and decanting station. These funds were spent in Fiscal 2016.

Capital Outlays \$116,046

DownTown

DownTown previously budgeted window replacement. These funds were spend in Fiscal 2016.

Capital Outlays \$45,000

Fund Balances

The Village Board approved the following transfers of General Fund balances to Capital Projects.

Westwood Traffic Signal \$300,000

Eastgate Redevelopment \$477,800

The Village has made repeated attempts to distribute impact fees to School District 227 who never executed the Intergovernmental Agreement required. The Village has been holding fees since 2006.

Misc. Revenue	\$9,550	
Transfer Capital Project		\$9,550

TIF

A Dollar General Property Tax Rebate for 2016 is anticipated.

Property Tax rebate		\$119,952
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Recreation and Parks

Recreation and Parks has seen a continued increase in expense and revenue related to programming.

Professional Services	\$45,000	
Program Revenue		\$45,000

Community Development Department

The Community Development Department has allocated additional Part-time Staff to the Housing Authority in order to help them keep up with the quantity of voucher activity.

Part-time Salaries including FICA & IMRF		\$20,000
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Salary Study Implementation

The salary study approved and conducted last fiscal year requires the following adjustments to salaries.

General Fund		
Managers Office and Finance	25,458	
Police	39,690	
Fire	10,025	
Health	12,865	
Recreation and Parks	7,690	
Public Works	8,373	
Economic Development	7,884	
Community Development	11,481	
General Fund Total		123,466

Housing Authority	4,313
Municipal Parking lot	650
Vehicle Services	766
Refuse	390
Water	17,753
Sewer	7,525
DownTown	<u>12,202</u>
TOTAL	167,065

Library

The Library will be sharing the cost of the ERP system.

Capital Expense	\$15,000
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Summary

As noted in the previous discussion, operating revenues and expenditures have stabilized. A number of capital projects including Finance, HR and Inspection software and Route 30 Streetscape will be a major focus through 2016/2017.

SCHEDULE FOR CONSIDERATION:

This matter will appear on the Agenda of the Rules Meeting of April 4, 2016 for your consideration and on the Special Regular for Final Reading.

ORDINANCE NO _____

**AN ORDINANCE AMENDING ORDINANCE NO. 2023
ADOPTING THE ANNUAL BUDGET FOR THE YEAR
COMMENCING JULY 1, 2015 AND ENDING JUNE 30, 2016**

WHEREAS, the Village of Park Forest, Cook and Will Counties, Illinois, is a home rule unit of government pursuant to the provision of Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, as a home rule unit of government, the Village may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the Village of Park Forest adopted its Annual Budget pursuant to Ordinance No. 2023 adopted by the Village Board of Trustees on June 22, 2015; and

WHEREAS, the Village desires to amend this budget to reflect the actual financial transaction of the Village as hereinafter specified.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, as follows:

Section I. The following amendments to the 2015/2016 Annual Budget of the Village of Park Forest heretofore adopted, are hereby authorized and directed:

	<u>Current Budget</u>	<u>Dr (Cr) Adjustments</u>	<u>Adjusted Budget</u>
<u>General Fund Revenues</u>			
010000-410000 Federal Grants	0	(18,679)	(18,679)
010000-410200 Local Grants	0	(47,075)	(47,075)
010000-423100 Insurance Settlement	0	(12,000)	(12,000)
010000-452000 Recreational Programs	(240,000)	(45,000)	(285,000)
010000-454700 Miscellaneous Income	0	(9,550)	(9,550)

	<u>Current Budget</u>	<u>Dr (Cr) Adjustments</u>	<u>Adjusted Budget</u>	
<u>General Fund Expenditures</u>				
010000-580000	Transfer to Other Funds	785,036	787,350	1,572,386
010100-500000	Salaries	497,852	25,458	523,310
010100-510400	IRMA Deductible Payments	300,000	200,000	500,000
010100-520300	Training	27,000	20,000	47,000
010100-530000	Professional Services	70,351	32,440	102,791
010100-541100	Public Info/Education Supplies	10,000	114,188	124,188
010102-540400	Meeting Expense	9,131	16,584	25,715
010103-530130	Billable Services/Village Attorney	154,150	20,000	174,150
010104-530300	Audit Services	19,989	3,000	22,989
010104-560000	Capital Outlays	74,400	680,000	754,400
010700-500010	Salaries	1,348,377	39,690	1,388,067
010700-520300	Training Expense	46,594	12,000	58,594
010700-540750	DUI Program Supplies	0	8,825	8,825
010700-540900	Uniform Expense	34,505	2,933	37,438
010700-541100	Youth Services/Crime Prevention	9,500	16,426	25,926
010700-560000	Capital Outlays	45,100	31,175	76,275
010800-500000	Salaries	2,203,027	10,025	2,213,052
010800-500200	Parttime Salaries	91,940	4,826	96,766
010800-520300	Training	31,338	5,587	36,925
010800-540000	Operating Supplies	17,557	10,483	28,040
010800-560000	Capital Outlays	76,745	58,390	135,135
010900-500000	Salaries	550,156	12,865	563,021
010900-530000	Professional Services	40,950	5,333	46,283
011100-500000	Salaries	404,736	7,690	412,426
011107-560000	Capital Outlays	225,000	20,000	245,000
011122-560000	Capital Outlays	50,000	205,025	255,025
011125-500200	Temporary/Part-time Salaries	150,000	12,000	162,000
011125-530000	Professional Services	119,492	45,000	164,492
011700-500000	Salaries	262,820	8,373	271,193
011700-550600	Street Maintenance	490,374	138,510	628,884
011700-560000	Capital Outlays	157,234	105,101	262,335
011900-500000	Salaries	333,843	7,884	341,727
011900-530000	Professional Services	27,265	4,000	31,265
011900-540400	Meeting Expense	11,000	4,267	15,267
011900-590100	Postage	8,700	2,000	10,700
011900-590800	Printing	27,500	8,000	35,500
012000-500000	Salaries	329,239	11,481	340,720
012000-500250	Parttime Salaries - Housing	5,000	20,000	25,000
012000-550500	Contractual Maintenance	43,063	10,000	53,063

Library Expenditures

031500-560000	Capital Outlays	40,000	15,000	55,000
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Housing Authority Expenditures

111800-500000 Salaries	202,515	4,313	206,828
	<u>Current</u>	<u>Dr (Cr)</u>	<u>Adjusted</u>
	<u>Budget</u>	<u>Adjustments</u>	<u>Budget</u>
<u>Capital Projects Revenues</u>			
330000-400350 Intergovernmental Revenues	0	(219,924)	(219,924)
330000-420000 Transfer from Other Funds	(260,000)	(787,350)	(1,047,350)
<u>Capital Projects Expenditures</u>			
330000-530000 Professional Services	35,000	92,276	127,276
330000-550500 Maintenance	37,000	127,648	164,648
<u>DownTown TIF</u>			
360000-400110 Property Tax Rebate	140,000	119,952	259,952
<u>Parking Lot Fund Expenditures</u>			
511700-500000 Salaries	26,032	650	26,682
<u>Vehicle Service Fund Expenditures</u>			
521700-500000 Salaries	29,979	766	30,745
<u>Refuse Fund Expenditures</u>			
561753-500000 Salaries	22,424	390	22,814
<u>Water Fund Expenditures</u>			
601900-500000 Salaries	457,082	17,753	474,835
<u>Sewer Fund Expenditures</u>			
701900-500000 Salaries	312,995	7,525	320,520
701900-560000 Capital Outlays	52,333	116,046	168,379
<u>DownTown Fund Expenditures</u>			
800000-500000 Salaries	90,998	12,202	103,200
800000-560000 Capital Outlays	176,000	45,000	221,000

Section II. That except for the amendments provided herein, the said Annual Budget is in all other respects hereby ratified and confirmed.

Section III. This Ordinance shall be in full force and effect from and after its passage, approved and publication in pamphlet form, as provided by law.

PASSED this _____ day of _____, 2016

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED:

ATTEST:

Village Mayor

Village Clerk

AGENDA BRIEFING

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Sandra Zoellner
Assistant Director of Economic Development and Planning

DATE: March 30, 2016

RE: A RESOLUTION AUTHORIZING THE EXECUTION OF A REPRESENTATION AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND FRONTLINE REAL ESTATE PARTNERS, LLC, REGARDING VACANT LAND PROPERTIES IN DOWNTOWN PARK FOREST, PARK FOREST, ILLINOIS

BACKGROUND/DISCUSSION:

Attached please find the Representation Agreement with Frontline Real Estate Partners, LLC for sale of two vacant land lots in DownTown Park Forest. Lot 13 is commonly known as the former Marshall Fields parking lot and Lot 1 is the vacant land west of Dollar General and north of Victory Center.

Founded in 2010, Frontline Real Estate Partners, LLC is a Chicago-based real estate investment and advisory company with expertise in the acquisition, management, disposition, and leasing of commercial real estate properties throughout the United States.

Mark Sterk, Village Legal Counselor, has reviewed and revised the Agreement and Resolution.

Highlights of the agreement:

1. To provide the most flexibility and opportunity to identify a qualified buyer/owner, the sales price is subject to offer.
2. The listing broker's commission is three and a half percent (3.5%) of a negotiated sales price.
3. If the buyer is represented by a broker, the Village will pay one percent (1%) commission on the negotiated sales price.
4. The Village has the ability to reject any qualified buyer for any reason without obligation to pay a commission.
5. The Village has the ability to sell all or portions of the property.
6. The agreement gives Frontline Real Estate Partners, LLC the exclusive right to sell the property for a period not to exceed twelve (12) months.
7. Frontline Real Estate Partners, LLC will prepare a detailed marketing package and strategy that is consistent with the Village's vision for the property.

The Economic Development Team recommends proceeding with this Representation Agreement and requests that the Board authorize the Manager to sign the Agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Rules Meeting April 4, 2016.

A RESOLUTION AUTHORIZING THE EXECUTION OF A REPRESENTATION AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND FRONTLINE REAL ESTATE PARTNERS, LLC, REGARDING VACANT LAND PROPERTIES IN DOWNTOWN PARK FOREST, PARK FOREST, ILLINOIS

BE IT RESOLVED by the Mayor and the Board of Trustees of the Village of Park Forest in the exercise of their home rule powers as follows:

Section 1. Representation Agreement Approved. The Representation Agreement between the Village of Park Forest (“Village”) and Frontline Real Estate Partners, LLC, attached hereto and incorporated herein as Exhibit A, regarding the proposed sale of vacant land parcels PINs 31-25-403-005-0000 and 31-36-204-007-0000 owned by the Village of Park Forest is hereby approved, subject to the review and approval of the Village Attorney.

Section 2. Execution of Agreement. The Village Manager and the Village Clerk are directed to execute the Representation Agreement on behalf of the Village in substantially the form attached and any and all other documents necessary to effectuate the purposes of said Agreement.

Section 3. Severability and Repeal of Inconsistent Ordinances, Resolutions and Motions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All resolutions, ordinances and motions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This Resolution shall take effect from and after its adoption and approval.

PASSED this _____ day of _____, 2016.

APPROVED:

ATTEST:

Mayor

Village Clerk

Representation Agreement
(Exclusive Authorization to Sell)

**THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.
READ IT CAREFULLY.**

The Village of Park Forest, Cook and Will Counties, Illinois (“Seller”) hereby employs Frontline Real Estate Partners, LLC (“Agent”) and grants to Agent, for a period of time (the “Term”) effective on April ____, 2016 and ending at midnight on December ____, 2016, and subject to extension as set forth in paragraph five (5) below, the exclusive and irrevocable right and authority to sell that certain real Property(s) (the “Property(s)”) located in Park Forest, Illinois, County of Cook, State of Illinois, and more particularly described as follows:

PINs 31-25-403-005-0000 and 31-36-204-007-0000
Park Forest, IL 60466
Together and/or separately

The term “Property(s)” as used herein also shall include any interest therein or in its ownership.

1) **SALE TERMS:**

- a. Purchase price: The proposed purchase price for the Properties identified in Exhibits A and B shall be subject to offer and payable at the closing and subject to conditions set forth in the Offering Memorandum.
- b. **Seller expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers regarding the Property(s), and/or terminate discussions with any entity at any time with or without notice. Seller shall have no legal commitment or obligation to any person or entity that reviews any proposed offering memorandum regarding the Property(s) or that makes an offer to purchase the Property(s), whether formal or informal, in writing or not in writing unless and until such offer is formally approved by Seller’s Board of Trustees and a written agreement for the purchase of the Property(s) has been fully executed, delivered and approved by Seller and Seller’s legal counsel, and any conditions to Seller’s obligations hereunder have been satisfied or waived. Seller shall have no obligation to reimburse Agent for any expenses, costs or fees regarding the marketing of the Property(s) for sale or preparations regarding the sale of the Property(s), including the preparation of any documents, unless otherwise expressly stated herein.**
- c. Cooperation: Seller shall cooperate with Agent in bringing about a sale of the Property(s) and to refer to Agent all inquiries of brokers or other persons or entities expressing an interest in the Property(s).
- d. Negotiation: Agent shall conduct negotiations for the sale of the Property(s), and negotiations shall be at the Seller’s direction and shall be subject to Seller’s approval.
- e. Designated Agent: Seller understands and agrees that salespersons affiliated with Agent, other than the Seller’s Designated Agents as set forth herein, may represent the actual or prospective buyers of the Property(s). Further, Seller understands and agrees that if the

Property(s) is sold through the efforts of a salesperson associated or affiliated with Agent that represents a purchaser, the other sales associate affiliated with Agent will be acting as a buyer's designated agent.

- f. Buyer's Agent: Seller acknowledges that potential buyers may elect to employ the services of licensed real estate brokers or salespersons as their own agent. Agent is authorized to show the Property(s) to prospective buyers represented by buyer's agents and Agent.
- g. Seller will pay 1% commission to cooperating buyer's agent. Agent is authorized in its sole discretion to determine with which brokers it will cooperate.

2) **AGENT SHALL:**

- a. Become familiar with the Property(s), to procure and compile any written information with respect to the Property(s) and to make an earnest and continued effort to sell the Property(s) pursuant to the terms set forth herein;
- b. Send information and copy of descriptive brochures, e-mail blasts and other communication to prospective purchasers of the Property(s), and accessing Agent's marketing platform to generate interest in the purchase of the Property(s);
- c. Show the Property(s) to prospective purchasers at reasonable hours;
- d. Erect and maintain a suitable "for sale" sign to be located on the Property(s) upon execution of this Agreement; and
- e. Regularly apprise Seller of its efforts to market the Property(s) and inquiries regarding the purchase of the Property(s).

3) **BROKER DESIGNATION:** Agent designates the following brokers and/or salespersons employed by Agent ("Brokers") as its Brokers pursuant to this Agreement to the exclusion of all brokers and/or salespersons employed by or affiliated with Agent to be primarily responsible for negotiations regarding the Property(s) and the marketing of the Property(s): Andrew Rubin and Matt Tarshis.

4) **COMMISSION:** In consideration of the services to be rendered by Agent pursuant to this Agreement, Seller shall pay to Agent a 3.5 percent (3.5%) commission. Agent shall be entitled to a commission pursuant to this paragraph upon one (1) or more of the following events:

- a. Agent procures a buyer during the Term, or any extension thereof, which is ready, willing and able to purchase the Property(s) on the terms and conditions set forth herein or on any other terms and conditions acceptable to Seller and the sale is consummated through to closing; or
- b. The Property(s) is sold during the Term, whether by Seller or by or through any other person or entity; or

- c. A sale of the Property(s) is made within three (3) months after the expiration of the Term to a person or entity with whom Agent has negotiated, or to whose attention Agent has brought the Property(s), or who was introduced to Seller by Agent as a prospective purchaser (herein, "Prospective Purchaser"), provided that the name of any such person or entity has been submitted to Seller by delivery of a written offer to purchase the Property(s) prior to expiration of the Term or a written notice within thirty (30) calendar days after such expiration. With respect to a sale to any such person or entity, Agent shall conclusively be deemed to be the procuring cause. The term "Prospective Purchaser" shall include that person or entity to whose attention Agent has brought the Property(s), as well as any Partnerships, LLCs, joint venture, corporation, trust or other similar entity which that person or entity represents or in which it holds an ownership or beneficial interest. In the case of any sale of the Property(s), the commission to be paid as set forth herein shall be paid in cash at the closing.

5) **EXTENSION OF TERM:** If an agreement or letter of intent for the sale of the Property(s) is executed by all necessary parties, and if said agreement or letter of intent is revoked, rescinded or otherwise terminated, and subsequently canceled, the Term of this Agreement shall be extended by the number of calendar days during which the sale agreement or letter of intent was in effect, whichever is longer. The maximum extension permitted hereunder shall be the number of days remaining in the Term from the date the sale agreement or letter of intent was executed, whichever event occurred earlier. Notwithstanding the foregoing, this Agreement shall expire in all cases no later than twelve (12) months after the effective date of this Agreement.

6) **TITLE:** Seller represents and warrants to Agent that fee title to Property(s) is now vested as follows: fee simple. Seller and Agent represent that the individuals executing this Agreement on behalf of Seller and Agent are duly authorized and empowered to execute this Agreement and that the execution hereof shall not result in any breach of, or constitute a default under, any contract or other agreement to which Seller or Agent are parties.

7) **INSPECTION OF PROPERTY(S):** Seller agrees that Agent and its representatives shall have the right to enter upon and inspect the Property(s) with prospective purchaser at all reasonable times. Agent and prospective purchasers will not interfere with tenants.

8) **BEST EFFORTS:** Agent agrees to use its best efforts in attempting to affect a sale of the Property(s).

9) **NOTICE OF TERMINATION:** Should Agent fail to comply with this Agreement or make a false representation in the Agreement, Seller has the right to notify Agent in writing that they are in default of the Agreement and the Agreement shall be terminated. Once Agent receives notice of termination, Agent no longer has the authority to act on behalf of the Seller. If Agent is in default, Seller may exercise any remedy at law.

10) **EXCHANGE/LEASE WITH OPTION:** As used in this Agreement, the terms "sale," "sell" or "purchase" shall not be understood to include an exchange of the Property(s) or a lease with an option to purchase.

11) **TAX WITHHOLDING:** Seller agrees to execute and deliver any instrument, affidavit or statement, or to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property(s) Tax Act and regulations promulgated thereunder.

12) **ADDENDA:** Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof. This Agreement expresses the entire agreement of the parties and supersedes any and all previous agreements between them with regard to the Property(s). There are no other understandings, oral or written, which in any way alter or enlarge the terms hereof, and there no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. Any modification of this Representation agreement will be effective only if it is in writing and signed by the party to be charged.

13) **NON-DISCRIMINATION:** Agent and Seller acknowledge that it is illegal for either Seller or Agent to refuse to lease or sell to any person on the basis of race, color, national origin, sex, marital status or physical disability.

14) **GOVERNING LAW:** This Representation Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The undersigned Seller and Agent agree to the terms and conditions set forth in this Representation Agreement, and Seller acknowledges receipt of an executed copy hereof.

15) **BROKER'S LIEN WAIVER:** Agent shall deliver to Owner in recordable form a waiver of Broker's lien rights under the Commercial Real Estate Broker Lien Act of Illinois, 770 ILCS 15/1, *et seq.* (2009), as amended, upon payment of its commission pursuant to this Agreement. If the sales transaction is closed through an escrow, the escrow agent shall be instructed by Owner to pay Agent the entire commission due upon the closing. Agent may deliver to the escrow agent a copy of this Agreement and Agent shall cooperate in delivering its lien waiver with a direction that the waiver shall not be recorded until the escrow agent is prepared to disburse the commission to Agent.

16) **NOTICE:** All notices, demands, requests for reimbursement or other communications under or in respect to this Agreement shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail and sent by first class mail, postage prepaid, or by hand delivery, unless otherwise provided in this Agreement, to the party at their respective addresses as follows:

To the Seller:

Thomas K. Mick
Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

To the Agent:

Joshua E. Joseph
Principal
Frontline Real Estate Partners, LLC
477 Elm Place
Highland Park, IL 60035

The Parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

17) **The effective date of this Agreement shall be the date of execution by Seller.**

SELLER: VILLAGE OF PARK FOREST

By: Thomas K. Mick
Its: Village Manager

DATE: _____

ATTEST

By: Sheila McGann
Its: Village Clerk

DATE: _____

MANAGING BROKER: FRONTLINE REAL ESTATE PARTNERS, LLC

By: Joshua E. Joseph, Principal

DATE: _____

NO REPRESENTATION IS MADE BY AGENT AS TO THE LEGAL OR TAX EFFECT OR VALIDITY OF ANY PROVISION OF THIS REPRESENTATION AGREEMENT. A REAL ESTATE BROKER IS QUALIFIED TO GIVE ADVICE ON REAL ESTATE MATTERS ONLY. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

EXHIBIT A

Lot 13 Legal

Lot 13 in Downtown Park Forest Unit 2, being a Subdivision of part of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36, Township 35 North, Range 13, East of the Third Principal Meridian, as per plat thereof recorded in the Cook County Recorder of Deeds on January 30, 1998 as Document No. 98079382, in Cook County, Illinois.

PIN: 31-36-204-007-0000

EXHIBIT B

Lot 1 in Millco Investments Resubdivision, being a resubdivision of part of Lot 3 of Resubdivision of Outlot A in Downtown Park Forest Unit 2 Resubdivision of part of the Southeast Quarter of Section 25 and part of the Northeast Quarter of Section 36, Township 36 North, Range 12, East of the Third Principal Meridian, as per plat thereof Recorded in the Cook County Recorder of Deeds on July 24, 2013 as Document Number 1320519038, in Cook County, Illinois.

PIN: 31-25-403-005-0000

MOTIONS

MOVED that the Consent Agenda and each item contained therein be hereby approved:

1. MOVED, that the Mayor and Board of Trustees Adopt a Resolution Thanking Stephanie Masson for her Dedicated Service to the Village of Park Forest

April 4, 2016

VILLAGE OF PARK FOREST

MEMORANDUM

**TO: John A. Ostenburg, Mayor
Village Board of Trustees**

**FROM: Mary G. Dankowski
Deputy Village Manager/Finance Director**

DATE: April 1, 2016

**RE: A RESOLUTION THANKING STEPHANIE MASSON FOR HER
DEDICATED SERVICE TO THE VILLAGE OF PARK FOREST**

BACKGROUND/ DISCUSSION:

After more than 12 years of service to the residents of Park Forest, Assistant Finance Director Stephanie Masson is leaving to take the position of Finance Director for the City of Rock Island. The attached Resolution recognizes her career with the Village and wishes her well in her next endeavor.

SCHEDULE FOR CONSIDERATION:

This issue will be on the agenda of the April 4 Special Regular Meeting for Board consideration and approval.

**A RESOLUTION THANKING STEPHANIE MASSON FOR HER
DEDICATED SERVICE TO THE VILLAGE OF PARK FOREST**

- WHEREAS** Stephanie Masson started with the Village as Accounting Supervisor in October 2003; and
- WHEREAS** Stephanie Masson came to Park Forest with years of experience in accounting and financial reporting earning her undergraduate degree in Accounting from Governors State University; and
- WHEREAS** Stephanie Masson was promoted to the position of Assistant Finance Director in 2006; and
- WHEREAS** Stephanie Masson has become an integral part of the Village's Budget process and established individual Budget Awards for Department Heads for achieving outstanding benchmarks; and
- WHEREAS** Stephanie Masson was responsible for the coordination and review of the Village's annual audit, which has received the Certificate of Achievement for Excellence in Financial Reporting for every year Stephanie has been with the Village; and
- WHEREAS** Stephanie Masson attained the distinguished designation of CPFO, Certified Public Finance Officer from the Government Finance Officers Association; and
- WHEREAS** Stephanie Masson achieved the position of President of the South Metro Chapter of the Illinois Government Finance Officers Association; and
- WHEREAS** Stephanie Masson has handled in a calm thoughtful manner the day to day operations of the Finance Department directing and supporting Finance staff members over the past twelve years; and
- WHEREAS** Stephanie Masson has always found time to support the soccer playing of her two children Allie and Cody who have both gone on to receive college scholarships to play; and
- WHEREAS** Stephanie Masson has been an active member of the Village's Health and Wellness Task Force assisting with the establishment of a Wellness Fair and Wellness Screenings for employees; and
- WHEREAS** Stephanie Masson has coordinated supervisory and management training for employees recruiting and assisting an outside consulting group; and
- WHEREAS** Stephanie Masson has actively participated in the new software analysis team, assisting in selection of BS&A Software and committing to implementation prior to her departure; and
- WHEREAS** Stephanie Masson more recently, after years of participating in committees and project leadership, assumed the role of President Elect for the Statewide Illinois Government Finance Officers Association; and

WHEREAS after more than 12 years of loyal and devoted service to the Village of Park Forest and its residents Stephanie Masson is leaving her role of Assistant Finance Director on April 15, 2016 for the role of Finance Director for the City of Rock Island; and

WHEREAS Rock Island is very fortunate to be getting such an outstanding finance professional as Stephanie Masson.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the warmest appreciation of the Board, on behalf of the residents and businesses of the Village of Park Forest, be expressed to Stephanie Masson for her years of service to the Village of Park Forest.

BE IT FURTHER RESOLVED that the Mayor and the Board wish Stephanie Masson the best of luck as she sets out to further her career and carry with her the experience she has gained with the Village and the knowledge that the Village of Park Forest is proud of her accomplishments.

ADOPTED this _____ day of April, 2016

APPROVED:

ATTEST:

Mayor

Village Clerk