

AGENDA

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

Village Hall

7:00 p.m.

September 19, 2016

1. Self-Contained Breathing Apparatus - Grant Replacement
2. Approval of a Sprint Lease Extension at 380 Indianwood Boulevard
3. A Resolution to Appropriate \$517,790 in Motor Fuel Tax Funds for Construction and Construction Engineering costs Associated with Improvements for Indianwood Boulevard
4. Approval of a Local Public Agency Agreement for Federal Participation for the Improvements to Indianwood Boulevard
5. Approval of a Construction Engineering Services Agreement for Federal Participation Associated with Improvements to Indianwood Boulevard

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: September 6, 2016

TO: Mayor John Ostenburg
Board of Trustees

FROM: Bruce Ziegler, Fire Chief

RE: Self-Contained Breathing Apparatus - Grant Replacement

BACKGROUND/DISCUSSION:

The Fire Department received a grant via the Assistance to Firefighters Grant program to purchase replacement Self-Contained Breathing Apparatus (SCBA) with a total project budget of \$240,855.00. This grant breaks out to fund the replacement of SCBA's at \$202,380.00; and the replacement of Rapid Intervention Team (RIT) packs and quantitative fit testing equipment at \$ 38,475.00. The Federal share of this grant is set at \$218,960 with the local match for the grant defined as \$ 21,985.00.

The fire department has been researching the replacement of the SCBA equipment for the past two years; with our 2014 application being denied prior to the 2015 application being approved for funding. This research has included: requesting literature from various manufacturer's for comparison; visiting booths for SCBA suppliers at trade shows to become familiar with the specific products and to compare the various products directly; we have conversed with various fire departments utilizing or ordering new SCBA's in reference to their decision making process; and have seen in person product demonstrations. The products evaluated were from five of the largest manufacturers supplying SCBA equipment in the United States. It is by no means an all-inclusive list, as manufacturers go in and out of business and are absorbed or purchased by other manufacturers throughout the course of any given year. This list does consist of manufacturers who have been building and supplying SCBA equipment under their current company for at least the last 5-years. Each SCBA evaluated was also the company's most recent product and fully compliant with current National Fire Protection Association (NFPA) standards related to SCBA's. These companies are:

Avon; Drager; Interspiro; MSA and Scott Safety.

The purpose of this research/evaluation was to determine what the best SCBA product would be for the Park Forest Fire Department based on compliance, features, functionality, maintenance and warranties. The results of this research can be seen in the attached Evaluation Tabulation. While each product at least minimally complies with the current NFPA standard for breathing apparatus; how and to what extent they comply or exceed the standard is the basis for our research/evaluation. Additionally, each of the manufacturers products was compared to the desirable aspects of SCBA's as determine by our command staff and personnel (Met Requested Features-Green Highlight; Questionable to Requested Features-Yellow Highlight; Deficient with Respect to Requested Features-Red Highlight). This resulted in the attached evaluation tabulation for features/design outside or exceeding the NFPA standard deemed important by our fire department and its members.

The evaluation of SCBA products was divided into:

- Compatibility with our confined space equipment and with our primary mutual aid and automatic aid partners: Is the equipment compatible to our current confined space equipment (some of which is not scheduled to be replaced under this grant)? And is it compatible with our key mutual aid and automatic aid partners, allowing for greater emergency interaction and exchangeability?
- Facepiece features compatible and desirable for functionality, service and ease/cost of maintenance. This would include the cost to purchase and maintain individual facepieces for all of our personnel.
- Backpack features desired for the safety and comfort of our personnel; including, but not limited to ergonomic fit with adjustable lumbar support for varying torso sizes.
- Air cylinder features: Could the manufacturer's equipment work with the desired cylinder size and could they provide the necessary items to assist in inventorying the large quantity of cylinders (identification and department numbering)?
- Accessories; Does the manufacturer clearly provide the variety of accessories desired by our personnel to properly protect and outfit the equipment as needed?
- Thermal imager options; Does the manufacturer have an integrated Thermal Imager option that is approved or in the approval process for their SCBA equipment?
- Warranties: A minimum basic warranty, clearly and completely documented for a period of 15-years (lifespan of the equipment) (excluding wear; tear and rubber parts).

CONCLUSION:

After reviewing the products at hand the following conclusions were drawn:

Facepieces with internal 2nd stage regulators were undesirable due to the increased initial costs and maintenance costs associated with these systems. These facepieces also tend to weigh significantly more than non-regulator facepieces.

Facepieces with internal Heads-Up-Display (HUD) devices require less maintenance than those with external HUDs; thus resulting in lower maintenance costs. This is primarily caused by unintended impacts on the external components resulting in increased problems and maintenance.

External add-ons to the facepiece create tangle; safety and maintenance issues. Much like the HUD devices, these items are exposed to impacts and contact that is undesirable and potentially increase maintenance issues.

Detachable neck straps were desired by a percentage of our members while other members desired no neck strap; this feature should be given due consideration. The simple ability to add or remove these devices makes the facepiece more fully functional.

The ability for personnel to utilize the same facepiece in an Air Purifying Respirator (APR) mode via a simple adapter could greatly reduce the equipment we carry for this purpose on our vehicles. Vehicles currently carry two devices to meet this need; this would reduce the need to duplicate some functionality.

Backpacks with an eye towards ergonomics and with adjustable lumbar supports provide the best fit for the vary body sizes of our members.

A central rechargeable battery system is much superior to our current multiple battery; multiple location system. This should greatly reduce the number of batteries used and consumed in a given year, reducing the waste stream and improving sustainability.

The ability to incorporate a built in approved buddy-breathing system is desired by a number of our members. This type of system provides an additional measure of safety for personnel in the event of an SCBA malfunction.

The ability for a single SCBA unit to act as a RIT-pack and trans-fill to another SCBA was deemed highly important by our personnel. This capability provides a temporary solution until the RIT Pack arrives.

If the equipment is not compatible to our current confined space equipment; additional costs may be incurred that were unplanned for. This could include anything from simple fitting updates to the complete replacement of the entire system in some cases due to compatibility issues.

Compatibility with our primary mutual aid and automatic aid partners in SouthCom and otherwise is highly desirable. All members within our primary dispatch center are direct automatic aid and mutual aid partners; each of these departments currently use the MSA product including one that recently upgraded to the latest MSA product. Additionally, 4 out of 5 of our overall automatic aid partners are currently using the MSA product.

The availability of an approved SCBA based TIC device; while desirable should not impede the use of any part of the equipment. It should be fully integrated if considered and not a separate add on/hang on unit. This type of device is a desirable option identified by our personnel, but has not yet been approved by the NFPA and was not included in our original proposal. Any addition of this feature would be based on approval via NFPA standards, availability, cost perspective and would only be employed on a limited test basis.

Warranty language and coverages vary from manufacturer to manufacturer and are difficult to compare. The majority of manufacturers provide a long term warranty, but a warranty provided wide coverage for the expected lifespan of the equipment is the most desirable.

RECOMMENDATION:

Based on our overall evaluations and conclusions the fire department and I as their Chief recommend the Village of Park Forest consider a sole source acquisition of Self-Contained Breathing Apparatus from the Mine Safety Appliance (MSA) Corporation under Chapter 2 of the Village ordinances addressing purchasing; section 2-496 Purchasing policies, sub-section (4)a.2 Bid exemptions; for the following reasons:

1. **Compatibility:** The Park Forest Fire Department currently uses MSA SCBA equipment meaning that new equipment will be compatible with any remaining confined space rescue supplied air equipment not replaced under this grant. Additionally, all three members of SouthCom currently use MSA equipment for compatibility purposes and this would assist in maintaining this compatibility link. Finally, 4 of 5 of our primary mutual/auto aid partners are using MSA equipment and are likely to remain using MSA equipment adding to the compatibility matrix.

2. Evaluation Tabulation: The Evaluation tabulation indicates the equipment from MSA more completely meets the required, desired and suggested feature list for SCBA equipment. Key elements in this evaluation include; unobstructed facepiece exteriors; single rechargeable battery system; APR adaptability for individual facepieces; and anticipated lower maintenance task/costs associated with the MSA units. In all, the MSA SCBA came out as compliant or exceeding in more areas than any other SCBA.
3. Safety: Based on our evaluation, the SCBA's from MSA employ the most firefighter safety features of any of the evaluated units. As the SCBA is a vital piece of safety equipment for the firefighter, this aspect cannot be stressed enough. Finally, the MSA unit is the only SCBA that can trans-fill from one SCBA to another without the benefit of a RIT pack. This feature could provide vital minutes to a firefighter until the RIT pack can be mobilized and brought to their side.
4. Preference: It is overwhelmingly the desire of our personnel to remain with MSA self-contained breathing apparatus. Over the past 14-years they have become accustomed to and confident in this device and they believe the company would be the best choice for our department. Based on the overall use of SCBA's by our fire department MSA was the product of choice 2 out of 3 times when selecting SCBA equipment.

Based on this conclusion and recommendation we sought a price proposal/price negotiation from the local MSA distributor for equipment requested under the grant. Air One Equipment, Inc. provided the attached proposal in the amount of \$194,167.00 from the purchase specification provide by our fire department (attached). Due to restrictions placed on MSA SCBA distributors, no other MSA distributor can provide a proposal on this equipment to the Park Forest Fire Department based on our geographic location. It is our recommendation that the Mayor and Board of Trustees for the Village of Park Forest approve the sole source acquisition of the specified Self-Contained Breathing Apparatus equipment from Air One Equipment, Inc. for a purchase price not to exceed \$194,167.00, for said equipment. Additionally, we request the approval to update the department's confined space entry Supplied Air Breathing Apparatus (SABA) as requested within the grant in the amount of \$5,440.00. This upgrade will involve only the SABA units themselves and will not require any additional update of the ancillary/support equipment. This equipment totals \$199,607.00 and is within the grant funding parameters (\$202,380.00).

Delivery of the equipment would be expected in 12 – 16 weeks after the order is placed. The distributor would also provide the necessary training for department personnel in the proper use, care, maintenance and other aspects of the equipment and related sub-systems.

SCHEDULE FOR DISCUSSION: This item will appear on the Agenda of the Rules Meeting of September 19, 2016, for your consideration and discussion.

	Self-Contained Breathing Apparatus Evaluation Tabulation				
	(Demonstrations; Show Review; Literature Review)				
	DRAGER	AVON	INTERSPIRO	MSA	SCOTT
Compatibility: to MSA (Matteson, Richton Park, University Park)	N	N	N	Y	N
NFPA Compliant	Y	Y	Y	Y	Y
Facepiece:					
Individual	Y	Y+Reg \$\$	Y+Reg \$\$	Y	Y
Open port:fresh air design	?	y	Y	Y	Y
No exterior add on	N	Regulator \$\$	Regulator \$\$	Y	N
HUD Interior: maintenance	external	Y	external	Low	external
Clear communication	?	Y	?	Y	Y
Lightweight	N	N	N	Y	N
Low maintenance	N	N	N	Y	N
Neck Strap Available	?	?	?	Y	?
APR Adapter	N	N	N	Y	?
Mask Sizes (S,M,L)	Y	Y	Y	Y	Y
Backpack:					
Ergonomic	Y	N	Y	Y	N
Adjustable Lumbar	Y - 7000	N	Y	Y	N
Central Rechargeable Battery	Y-7000	N	N	Y	N
Single Battery	Y-7000	Y	N	Y	N
Upgradeable/configurable	?	?	?	Y	?
Adjustable to cylinder size	Y	Y	Y	Y	Y
Quick Connect	?	N	N	Y	Y
Universal Air Connection	Y	Y	Y	Y	Y
RIT/Transfill	N	N	N	Y	N
Buddy Breathing	N	N	N	Y	Y
PASS	Y-7000	Y	Y	Y	Y
Cylinders:					
45-minute	Y	Y	Y	Y	Y
Department ID	Y	Y	Y	Y	Y

Department #	Y	Y	Y	Y	Y
RIT Packs:					
Regulator	Y	Y	Y	Y	Y
RIC Hose	Y	Y	Y	Y	Y
Buddy Breathing Hose	?	?	N	Y	?
MSA Compatible	Partial	Partial	Partial	Y	Partial
Confined Space:					
Upgrade of Current	N	N	N	Y	N
Require New	Y	Y	Y	N	Y
Accessories					
Mask Bags: Dept ID	Y	Y	Y	Y	Y
RIT Bags: Dept ID	Y	Y	Y	Y	Y
Storage/Transport Bag: Dept ID	Y	Y	Y	Y	Y
Spectacle Kits	?	Y	?	Y	?
Options:					
Integrated TIC	N	N	N	Y	N
Warranty:					
15-years	Y	?	?	Y	Partial

**PARK FOREST FIRE DEPARTMENT
SELF-CONTAIN BREATHING APPARATUS
PURCHASE REQUEST FOR PROPOSAL**

The proposal will contain formal pricing for the equipment listed below. This pricing will be valid for no less than 90-days to allow for evaluation and presentation to the Village Board.

Proposals shall be presented by no later than September 9, 2016 and it is the option of the proposing party to provide supporting documentation. The proposals shall contained the following aspects related to design and function as determined by a survey of Park Forest Fire Department personnel.

All exceptions, changes or missing elements will be clearly noted by the proposing party. Failure to clearly note exceptions, etc. will be cause to eliminate the proposal

Based on evaluations accomplished via manufacturer surveys and personnel review of available products in demonstrations, at trade shows; the preferred vendor and model for these proposals is the MSA G-1. This type of device was determined to be the most compatible with the department's needs, desires and functionality. This make and model were also selected by the evaluation personnel based on a review of the Drager; Avon; Interspiro; MSA and Scott available products. While it is perfectly acceptable to propose other products; these products will be evaluated based on the departments preferences and tabulation sheet.

Self-Contained Breathing Apparatus:

The distributor will provide formal pricing for twenty-nine (29) NFPA compliant Self-Contained Breathing Apparatus units under this proposal. Said SCBA apparatus will be compatible with MSA Self-Contained Breathing apparatus to promote interoperability with the Park Forest Fire Department's primary automatic aid partners. In addition to the standard items, the SCBA units will also include the following:

- One (1) Face Piece per unit (7-Large; 16-Medium; 6-Small) with approved mask bag
- Two (2) cylinders – 45-minute. Meeting the requirements set forth below.
- A single rechargeable battery system (Lithium Ion) supplying the power needs of all SCBA components
- Chest straps
- Adjustable Lumbar Support (minimum 3 position)
- Quick-connect cylinder feature for rapid bottle change capability
- Buddy-breathing capability (built in and NFPA approved)

Individual Face Pieces:

The Distributor/Manufacturer will provide formal pricing on individual face pieces in the sizes and quantities provided by the Park Forest FD (42 Units - 9 Large; 26 Medium 7 Small is the estimate, pre-fit testing). As specified elsewhere; each of these face pieces / Masks will be

provided with the approved mask bag. Embroidered with the Park Forest FD logo and the words “Park Forest FD”.

Each facepiece will have a fresh air capability that is simply and efficiently activated and deactivated. Facepieces will not have any unnecessary external protrusions, including, but not limited to Heads-Up-Display devices; external voice amplifiers, thermal imaging devices, etc.

Each individual face piece will also be provided with a personnel identifier from a list of names provided by the fire department. These will be “Identifire” brand units for SCBA masks from Identifiresafety.com or approved equal

Mask Bags:

Each face piece/mask (for SCBA’s; RIT Pack; confined space pack or individual face pieces) will be supplied with a protective mask bag as approved by the fire department. These mask bags will be embroidered with the departments logo (see sample) and have the words “Park Forest FD” stitched below the logo for identification purposes.

Cylinders:

All cylinders provided will be the latest 45-minute SCBA compatible lightweight cylinder; with a manufactures date no older than 3-months from the date of delivery. Each cylinder provided will have the Park Forest Fire Department logo on it (see sample). Additionally, each cylinder will be provided with a local unique identification number in addition to serial numbers and model numbers to simplify tracking purposes. The unique identification numbers will sequentially follow this format 1601; 1602; 1603, etc., in easy to read black numbers, approximately 1” tall. Both the department logo and the unique identification numbers will be overwrapped on the cylinder to provide long lasting protection for these identifiers.

Battery System:

As described above, each Self-Contained Breathing Apparatus unit will be equipped with the appropriate single rechargeable Lithium Ion battery system for the SCBA. Additionally, a five (5) unit bank charger and five (5) spare Lithium Ion batteries will be provided to allow for the replacement of batteries while units remain in service.

Neck Straps:

Detachable neck straps will be provide for 50% +/- (50+/-) of all of the face pieces supplied with this purchase. These neck straps will be shipped loose, thus allowing them to be provided to the members in need.

Spectacle Kits:

Spectacle kits will be provided for the Face piece to allow personnel who utilize glasses to properly utilize the face piece. In total, twelve (12) spectacle kits will be provided as part of this proposal.

Rapid Intervention Connection Hoses:

The distributor will provide ten (10) Rapid Intervention Connection hoses suitable for use with the SCBA's. Each of these hoses will also include the associated storage pouch, suitable for use with the SCBA. Additionally, the distributor will provide five (5) additional storage pouches suitable for the SCBA.

Quick Connect Cylinder Adapters:

In addition to providing each and every supplied cylinder with the appropriate quick connect thread adapter for use with the quick-connect system, the distributor will also provide an additional twelve (12) adapters as spares.

APR Devices:

The distributor will provide a fixed number of APR Devices to allow the SCBA face pieces to be used as CBRN units. One (1) APR device will be provided with each SCBA unit (29) and one for every other individual face piece (21) for a total of 50 APR units

SCBA Storage/Transport Bags:

A total of fifteen (15) storage/transport bags will be provided for storing and transporting Self-Contained Breathing Apparatus in vehicles that are not equipped with storage harnesses. The bags will be embroidered with the Park Forest Fire Department logo and the words "Park Forest Fire Department" and bag identification numbering "Bag #1; Bag #2; Bag #3, etc.

Rapid Intervention Team Packs:

The distributor will provide a separate quote for three (3) complete Rapid Intervention Team packs as outlined below:

A complete RIT pack set-up with quick connect fitting and the following connections;

- Rapid Intervention Connection – hose length 12-feet
- Buddy Breathing Connection – hose length 4-feet (nominal or as agreed upon by the fire department)
- Compatible regulator – hose length 4-feet (nominal or as agreed upon by the fire department)
- One (1) SCBA Mask for each RIT Pack; Size Medium
- Two (2) 45-minute cylinders prepared, marked and numbered as per the SCBA cylinder requirements. Each cylinder will be equipped with the appropriate quick connect adapter.
- One (1) approved RIT pack bag for each RIT pack embroidered with the Park Forest FD logo, the words "Park Forest Fire Department .and sequentially numbered identified; RIT BAG #1; RIT BAG #2; RIT BAG # 3

Confined Space Equipment Upgrade:

The distributor will provide a separate detailed proposal with all associated costs for the upgrading of the fire departments current confined space "Premaire" escape SCBA's hoses and regulators to the new SCBA compatible units. This proposal would include the replacement of

the regulators and regulator hoses as needed and face pieces (4: 1-Large; 2-Medium; 1-Small), with accompanying mask bags as per the specification.

The distributor will also provide a quote for the complete replacement of the departments four (4) current MSA “Premaire” confined space entry units with four (4) completely new fully equipped SCBA compatible units. This includes, but is not limited to the four (4) SCBA units, cylinders, hoses, connections and face piece (4: 1-Large; 2-Medium; 1-Small) all compatible with the new SCBA equipment.

Option: Integrated TIC PASS Device:

The distributor will provide separate optional pricing for Five (5) Integrated Thermal Imaging Camera PASS device upgrades. The buyer understands these units have not yet been NFPA approved, but that they would be replaced when approved and available. This is by no means an agreement or requirement to make this purchase, but provides the opportunity to add these items at the department’s discretion.

Logo Sample:





Air One Equipment, Inc.
 360 Production Drive, South Elgin IL 60177
 Telephone: (847) 289-9000 Fax: (847) 289-9001
 website: www.aoe.net

PROPOSAL

Part I-SCBA

TO: PARK FOREST FIRE DEPARTMENT
 200 LAKEWOOD BOULEVARD
 PARK FOREST, ILLINOIS 60466

DATE: SEPTEMBER 2, 2016

ATTN: CHIEF BRUCE ZIEGLE

RE: MSA G1 AIR MASKS

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below.				
Qty	Part Number	DESCRIPTION:	Each	Extended
29	* ATO *	MSA G1 FIRE SERVICE SCBA; 2013 EDITION; TO INCLUDE: 4500 PSI PLATFORM, QUICK CONNECT-REMOTE, STANDARD HARNESS WITH CHEST STRAP, METAL CYLINDER BAND, 3-PT. ADJ.SWIVELING LUMBAR PAD, SOLID COVER PTC REG. UNIVERSAL RIT CONNECTION, HEADS UP DISPLAY SYSTEM, EXTENDAIRE II INTEGRATED BUDDY BREATHER/EEBS WITH 40" RESCUE HOSE AND KEVLAR POUCH ON RIGHT SIDE, INTEGRATED VOICE AMPLIFIER SYSTEM, RIGHT SHOULDER INTEGRATED PASS ALARM, and RECHARGEABLE BATTERY EACH UNIT TO INCLUDE (2) 45-MIN LOW PROF CYLINDER AND (1) G1 FOUR POINT ADJUSTABLE FACEPIECE AND FCPC STORAGE BAG WITH EACH SCBA UNIT AS DESCRIBED ABOVE (FCPC SIZES: 7-LARGE, 16-MEDIUM, 6-SMALL)	\$5,925.00	\$171,825.00
*** ALL CYLINDERS TO HAVE LOGO AND SEQ NUMBERING "1601 THROUGH 1658" ***				
		G1 ATO # A-G1FS-4-4-2-M-A-2-C-2-L-A-R		
		SCBA FACEPIECES FOR PERSONNEL		
42	10156459	ADDITIONAL MSA G1 FACEPIECE; WITH 4-PT HARNESS WITH	\$190.00	\$7,980.00
71	* BLK1 *	FCPC STORAGE BAGS (EMBR:"PARK FOREST FD" AND LOGO) (SIZES: 9-LARGE, 26-MEDIUM, 7 SMALL)	\$38.00	\$2,698.00
71	* IDENTFIRE *	CUSTOM IDENTIFIRE DECALS FOR ALL FACEPIECES	\$9.00	\$639.00
12	10144230	MSA G1 SPECTACLE KITS	\$100.00	\$1,200.00
35	* G1 NCKST*	MSA G1 FACEPIECE NECK STRAPS (SHIP LOOSE)	\$15.00	\$525.00
		OTHER ACCESSORY EQUIPMENT:		
1	Lith Chgr*	MSA G1 5-BANK CHARGING SYSTEM	\$330.00	\$330.00
5	*Lithlon*	SPARE G1 LITHIUM ION BATTERY PACKS	\$165.00	\$825.00
10	10156468	G1 3 FOOT QUICK FILL HOSE W/KEVLAR POUCH (LEFT SIDE)	\$485.00	\$4,850.00
5	10156467	G1 QUICK FILL KEVLAR POUCH ONLY (LEFT SIDE)	\$90.00	\$450.00
12	10149702-SP	G1 QUICK CONNECT 4500PSI CYLINDER ADAPTER	\$35.00	\$420.00
50	*Apr*	G1 APR ADAPTER FOR CBRN CANNISTER	\$20.00	\$1,000.00
15	* SCBA BAG *	AOE CUSTOM SCBA STORAGE BAGS WITH PFFD LOGO AND CUSTOM EMBROIDERY ("BAG 1 - BAG 15")	\$95.00	\$1,425.00
Total of All Equipment:				\$194,167.00
NOTES:		1. ALL SCBA MEET NFPA 1981 & 1982 - 2013 EDITION.	Thank You!	
		2. ALL SCBA HAVE MSA 15 YEAR WARRANTY.		
		3. INCLUDES TRAINING ON CARE AND USE OF SCBA EQUIPMENT.		
Estimated Delivery:		By: <u>Tim Sarhage, Sales Manager</u>		
4-6 WEEKS ARO (SCBA)		Air One Equipment, Inc.		
12-16 WEEKS (LOGO CYL)				



Air One Equipment, Inc.

360 Production Drive, South Elgin IL 60177
 Telephone: (847) 289-9000 Fax: (847) 289-9001
 website: www.aoe.net

PROPOSAL

Part III

TO: PARK FOREST FIRE DEPARTMENT
 200 LAKEWOOD BOULEVARD
 PARK FOREST, ILLINOIS 60466

Date: September 2, 2016

ATTN: CHIEF BRUCE ZIEGLE

Re: CONF SPACE EQUIPMENT
 NEW MSA EQUIPMENT

Qty	Part Number	DESCRIPTION:	Each	Extended
4	* ATO *	MSA G1 PREMAIRE CADET ESCAPE RESPIRATOR COMPLETE WITH:	\$1,360.00	\$5,440.00
		KEVLAR STRAP CARRIER WITH PADDED SHOULDER STRAP		
		10 MINUTE CARBON CYLINDER		
		G1 REGULATOR WITH PURGE COVER		
		G1 FACEPIECE WITH 4 POINT ADJUSTABLE KEVLAR HARNESS		
		HANSEN BRASS COUPLINGS AND HARD CARRYING CASE		
		TO INCLUDE AIR ONE CUSTOM FACEPIECE POUCH WITH LOGO		
		(ATO #A-PCG-21DA2E1)		
			Total of All Equipment:	\$5,440.00
NOTES:		For Replacement of Existing SAR Units with New MSA Equipment.		Thank You!
Estimated Delivery:		BY: TIMOTHY SARHAGE, SALES MANAGER		
3 Weeks ARO		Air One Equipment, Inc.		

AGENDA BRIEFING

DATE: September 14, 2016

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre P.E. – Director of Public Works/Village Engineer

RE: Approval of a Sprint Lease Extension at 380 Indianwood Blvd (WT Site ID CH54XC996)

BACKGROUND/DISCUSSION:

In October 2002, the Village entered into a 15 year PCS Site Agreement with SprintCom, Inc, a Kansas Corporation, to lease land for equipment base station, water tower exterior for attachment of antennas and space required for cable runs at 380 Indianwood, site of Blackhawk Tower. In March 2010, Amendment 1 was approved to add equipment and allow its affiliates or joint venture partners (Clear Wireless LLC) to use some portion of the Site. Modifications to Rent were negotiated at that time. The current agreement with Amendment 1, is set to expire December 19, 2017 and SprintCom, Inc desires to extent this lease for another 30 years, set to expire December 19, 2047. After negotiations with SprintCom, it was agreed that most of the original agreement will continue except for changes made as highlighted below:

1. Starting monthly rent under new agreement will decrease from \$3,561 to \$3,102.
2. Annual escalator will remain at 3%.
3. Term extension consists of an initial term of 5 Years with 5 additional, 5 year automatic renewals.
4. Non-Renewal Notice of any lease term by Sprint is reduced from 90 days to 60 days.
5. Village's Right to request an increase of greater than 3%, if an evaluation of the prevailing market reveals that the average rental rate for similar sites is greater than 103% of the then current annual rent, will remain. This will be at Village's cost.

Attached are the Original Agreement, Amendment 1, Subsidiary Certification, and Amendment 2 (extension letter) for review. For the most part, cell tower leases do not cause much expenses for village staff. It is mostly a straight revenue source for the village. Revenues from cell tower leases are deposited in the General Fund.

RECOMMENDATION: Approve and enter into this lease extension with SprintCom INC.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Special Rules meeting of September 19, 2016 for your discussion.

AMENDMENT NO. 1 TO PCS SITE AGREEMENT

This Amendment No. 1 to "PCS Site Agreement" ("Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain "PCS Site Agreement" between SprintCom, Inc., a Kansas corporation ("SprintCom") ("Lessee"), and the Village of Park Forest ("Owner") dated December 20, 2002 (the "Agreement").

BACKGROUND

Lessee desires to modify its installation on the Site by adding equipment to the Facilities within existing entitlements, as more particularly described in Exhibit B-1 annexed hereto. In consideration for such modifications, the Rent shall be increased pursuant to the terms and conditions set forth below. Lessee also desires to allow its affiliates or joint venture partners to use some portion of Site.

Lessee and City therefore desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which is acknowledged, Owner and Lessee agree as follows:

1. **Modification to the Facilities.** Exhibit B of the Agreement is amended to include the revised Exhibit B-1, consisting of lease drawings labeled T-1, N-1,C-1, C-2, A-1, A-2, A-3, GR-1, and WT-1, a copy of which is attached and made a part hereof. Upon full execution of this Amendment, Lessee is permitted to do all work necessary to prepare, maintain and alter the to install, modify or otherwise relocate the Facilities, all as more fully described and contemplated in Exhibit B-1.
2. **Expiration or Termination of Sublease.** If Lessee's sublessee or sublicensee (i) does not install, construct or add equipment to the Site, or (ii) installs equipment, but later removes the equipment, then upon written notice to Owner, Lessee may terminate this Amendment. After terminating the Amendment, the terms and conditions of the Agreement as they existed immediately prior to the Effective Date of this Amendment shall be deemed ratified, and shall continue in full force and effect. Rent shall revert to the amount in effect immediately prior to the Effective Date of this Amendment, plus any rental increases, including annual escalators or rent increases due to other site modifications made by Lessee, which occurred during the period of time between the Effective Date of this Amendment and the termination date of this Amendment.
3. **Modification to Rent.** In consideration for the revisions contemplated by this Amendment, effective upon the first day of the month following the Effective Date, the monthly rent will be increased by \$800.00. Within thirty (30) days following the effective date of this Amendment, Lessee shall make a one-time, lump sum payment as a signing bonus in the amount of Five Thousand and No/100 Dollars (\$5,000.00) which shall be made payable to Owner. Also the Lessee will reimburse the Owner for costs incurred for legal, plan review and construction oversight up to but not to exceed \$7,000.00. Such reimbursement will be initiated to Owner by Lessee provided copies of billing statement from such review and oversight are provided.



4. **Owner and Lessee Notice Address.** The Owner's and Lessee's notice address in Section 6 of the PCS Site Agreement is hereby deleted in its entirety and replaced with the following:

Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Owner: Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466
Attn: Thomas Mick, Village Manager

Lessee: Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

5. **General Terms and Conditions.**

- (a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- (b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- (c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- (d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

The parties have executed this Amendment as of the Effective Date.

OWNER:
VILLAGE OF PARK FOREST

By: Thomas K. Mick

Date: 2-26-10

Title: Village Manager

Tax ID: E 9998 0886 06

LESSEE:
SPRINTCOM, INC.,
a Kansas corporation

By: Holly S. Castellanos

Date: Holly S. Castellanos

Title: Manager, Real Estate

3-26-10



Exhibit B-1

[Attached]



DRAWING INDEX	REV.
T-1	C
TITLE SHEET	C
ELECTRICAL CONNECTIONS NOTES & DETAILS	C
GENERAL NOTES & OVERALL SITE PLAN	C
C-2	C
TOWER ELEVATION	C
A-1	C
ANTENNA PLANS & DETAILS	C
A-2	C
ANTENNA ORIENTATION LABELING & DETAILS	C
A-3	C
BASIC ANTENNA INSTALLATION DETAIL	C
GROUNDING DETAILS	C
GR-1	C
WATER TANK DETAILS	C
UT-1	C

SPECIAL NOTES

ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT CLEAR WIRELESS CONSTRUCTION INSTALLATION GUIDE (CWI) CONDITIONS WILL BE CHECKED AND VERIFIED IN FIELD. IF SIGNIFICANT DEVIATIONS OR DEFICIENCIES ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION, A REPAIR PERMIT WILL BE OBTAINED AND CONTRACTOR SHALL NOTIFY STRUCTURAL ENGINEER IMMEDIATELY. CONTRACTOR SHALL VERIFY ALL PLANS AND (CWI) CONDITIONS AND CONDITIONS ON THE JOB SITE. SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

THESE DRAWINGS ARE FULL SIZE AND ARE SCALEABLE ON THE 11" SHEET SIZE AND ARE NOT REDUCED IN SIZE.

STATEMENT THAT OPERATE WITH THE REVERSE CODE IS NOT REQUIRED - SCOPE OF WORK DOES NOT INVOLVE MODIFICATIONS OF EXTERIOR MODIFICATIONS TO EXTERIOR DEVELOPMENT OF BUILDING, HVAC SYSTEMS OR ELECTRICAL LIGHTING.

UTILITIES COORDINATION

NOTE:
48 HOURS PRIOR TO MEETING CONTRACTOR SHALL BE ADVISED OF ALL UTILITIES COORDINATION TO UTILITIES ALL UNDERGROUND UTILITIES.

POWER COMPANY:
COTED
PHONE: 666-635-3532

Know what's below.
Call before you dig.



TELEPHONE COMPANY:
AT&T
PHONE: 800-351-0902

W-T

W-T COMMUNICATIONS
PROFESSIONAL ENGINEERING
1500 S. UNIVERSITY BLVD., SUITE 100
LAS VEGAS, NV 89102
A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE



Clear Wireless LLC
A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

SITE NAME: CH54XC996
CLEAR WIRELESS SITE ID:
IL-CH18523
WIMAX ID: CH027YC523
440 INDIANWOOD BOULEVARD
PARK FOREST, IL 60466

Clear Wireless LLC

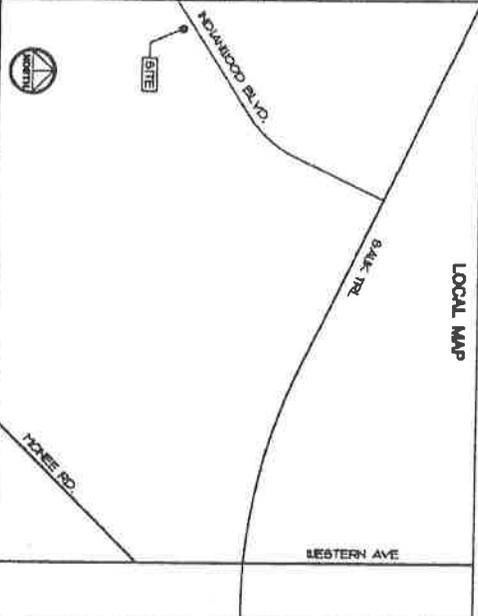
A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

SITE NAME: CH54XC996
CLEAR WIRELESS SITE ID: IL-CH18523
SITE ADDRESS: 380 INDIANWOOD BOULEVARD
PARK FOREST, IL 60466
HOBI SITE ID: CH027YC523

DIRECTIONS

DIRECTIONS FROM CLEAR WIRELESS OFFICE AT 5600 N RIVER RD, RICHMOND, IL 60066:
DEPART 5600 N RIVER RD, RICHMOND, IL 60066 ON N RIVER RD (SOUTH TURN RIGHT (R281)) ON RD 11-11 (SOUTH TURN LEFT (L254) VIA THE ROAD ON THE LEFT TOWARD TERRELL TAKE THE 3RD TRAIL EXIT, EXIT 380 INDIANWOOD BLVD. PARK FOREST, IL 60466.

LOCAL MAP



PROJECT SUMMARY

SCOPE OF WORK: NEW CLEAR WIRELESS EQUIPMENT CABINET ON NEW PLATFORM WITH NEW CLEAR WIRELESS BROADBAND AND TOWER ANTENNAS MOUNTED AT EXISTING HORIZONTAL AT TANK TOP.
CWI: CH54XC996

SITE NAME: CH54XC996
CLEAR WIRELESS SITE ID: IL-CH18523
HOBI SITE ID: CH027YC523

TOWER OWNER: VILLAGE OF PARK FOREST
SITE CONTACT: RON BERGSON
PHONE: (708) 303-1102

APPLICANT: CLEAR WIRELESS BROADBAND

GEOGRAPHIC COORDINATES: LATITUDE: 41.07336, LONGITUDE: -87.629436

GROUND ELEVATION: TBD

LENSOCATION: VILLAGE OF PARK FOREST

TAX ID NUMBER: TBD

COUNTY: COOK COUNTY

BUILDING CODES: INTERNATIONAL BUILDING CODE (CURRENT), NATIONAL ELECTRICAL CODE (CURRENT)

CONSULTING TEAM

PROFESSIONAL ENGINEER: W-T COMMUNICATIONS DESIGN GROUP, LLC
2675 FRONT AVE
NORTHMAN ESTATES, IL 60192
TEL: (774) 753-6333
FAX: (774) 753-6444

STRUCTURAL ENGINEER: BOULTECH
336 LIND LANE
BATAVIA, IL 60510
TEL: (630) 406-4972

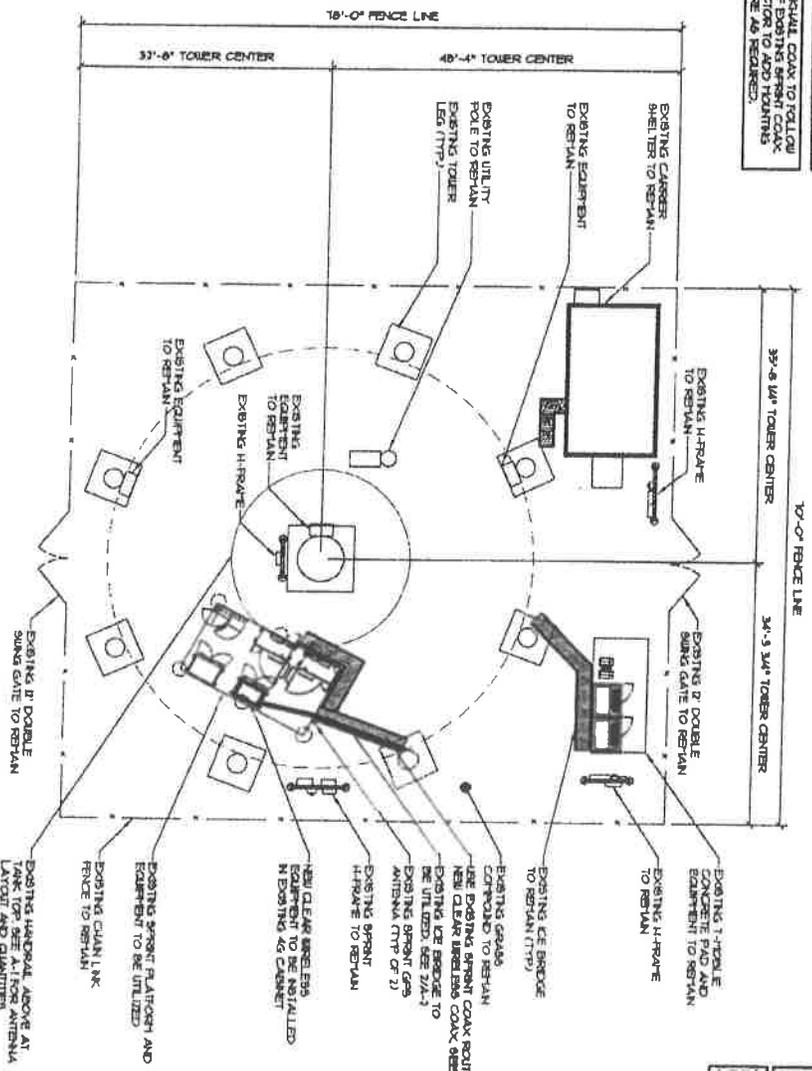
NO.	DATE	REVISIONS	BY	CHK
1	10/17/09	ISSUED FOR PERMIT	W-T	W-T
2	10/27/09	REVISED DRAWING	W-T	W-T
3	11/02/09	REVISED DRAWING	W-T	W-T

PROJECT NUMBER: 7392450
DRAWING FILE: T-1
SHEET: T-1

GENERAL NOTES

1. ALL ELEVATIONS SHOWN HAVE BEEN TAKEN FROM AVAILABLE RECORDS FROM CLEAR WIRELESS.
2. ALL PROPERTY LINES AND EASEMENTS SHOWN HAVE BEEN TAKEN FROM AVAILABLE RECORDS.
3. ALL CONSTRUCTION SHALL CONFORM TO CURRENT LOCAL, STATE AND FEDERAL CODES.
4. CONTRACTOR SHALL TAKE APPROPRIATE CARE TO PROTECT EXISTING UTILITIES AND EASEMENTS DURING CONSTRUCTION AND RESTORE OR REPLACE ANY DAMAGED ITEMS AT CLEAR WIRELESS DIRECTION.
5. CONTRACTOR SHALL COMPENSATE ALL CONSTRUCTION RELATED TO CLEAR WIRELESS WITHOUT THE NECESSITY OF A PERMIT FROM CLEAR WIRELESS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM CLEAR WIRELESS PRIOR TO CONSTRUCTION.
6. ALL MAJOR CONSTRUCTION PROCEDURE DISTURBANCES SHALL BE APPROVED BY CLEAR WIRELESS IN ADVANCE OF PROCEEDURES.
7. CONTRACTOR SHALL VERIFY ALL EXISTING STRUCTURE SUPPORT PRIOR TO CONSTRUCTION AND REPORT ANY CONCERNS OR DISCREPANCIES TO ENGINEER IMMEDIATELY.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY AND PROTECTION OF EXISTING BUILDING STRUCTURES INVOLVED BY THE SCOPE OF WORK.
9. CONTRACTOR SHALL NOT DISRUPT ANY UTILITY SERVICES WITHOUT PROPER PERMISSIONS.
10. CONTRACTOR SHALL NOT LEAVE ANY TOOL, DEBRIS OR SUPPLIES ON SITE DURING CONSTRUCTION.
11. CONTRACTOR SHALL REMOVE OR ANY SHIELD RELATED DEBRIS WHEN COMPLETED WITH SCOPE OF WORK.
12. CONTRACTOR SHALL PROVIDE OSHA APPROVED STAIRCASE AS REQUIRED.
13. ANY INCIDENTS SHALL BE REPORTED TO CLEAR WIRELESS WITHIN 2 HOURS OF OCCURRENCE.
14. CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS OR STRUCTURES CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.
15. CONTRACTOR SHALL VERIFY ALL EXISTING SHARED AND OVERHEAD UTILITIES PRIOR TO DECAVATION. CONTRACTOR SHALL REPAIR AND COMPENSATE ANY REPAIRS WITH RESPECTIVE UTILITY COMPANY.
16. CONTRACTOR SHALL NOT CONTACT LANDLORD. ALL LANDLORD AFFAIRS SHALL BE HANDLED BY SITE ACQUISITION PERSONNEL.

CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM CLEAR WIRELESS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM CLEAR WIRELESS.



POWER FOR NEW CLEAR WIRELESS BACKUPAL RADIO SHALL BE FROM EXISTING 40 AMP BREAKER AS REQUIRED.

GROUNDING FOR NEW CLEAR WIRELESS BACKUPAL RADIO SHALL BE FROM EXISTING 40 AMP BREAKER AS REQUIRED.

OVERALL SITE PLAN
SCALE: 1" = 50'-0"

W-T

W-T SOLUTIONS LLC
REGISTERED PROFESSIONAL ENGINEER
1000 N. WINDY HILL BLVD
SUITE 200
CHICAGO, IL 60642
TEL: 773.399.1111
WWW.WT-SOLUTIONS.COM



Clear Wireless LLC
A WINDY HILL VENTURE COMPANY, A SPIN OFFSHOOT

SITE NAME: CHSUXC896
CLEAR WIRELESS SITE ID: IL-CHS6523
VINMAX ID: CHD21C523
800 N. WINDY HILL BLVD
PARK SQUARE, IL 60642

NO.	DATE	DESCRIPTION	BY	CHK
1	08/17/20	ISSUED FOR PERMIT	ST	ST
2	08/17/20	REV. COMMENTS	ST	ST
3	08/17/20	LOAN CHANGE	ST	ST
4	08/17/20	REVISION	ST	ST
5	08/17/20	REVISION	ST	ST

PROJECT NUMBER: 10004120
DATE: 10/05/20
GENERAL NOTES & OVERALL SITE PLAN
REVISION NUMBER: C-1

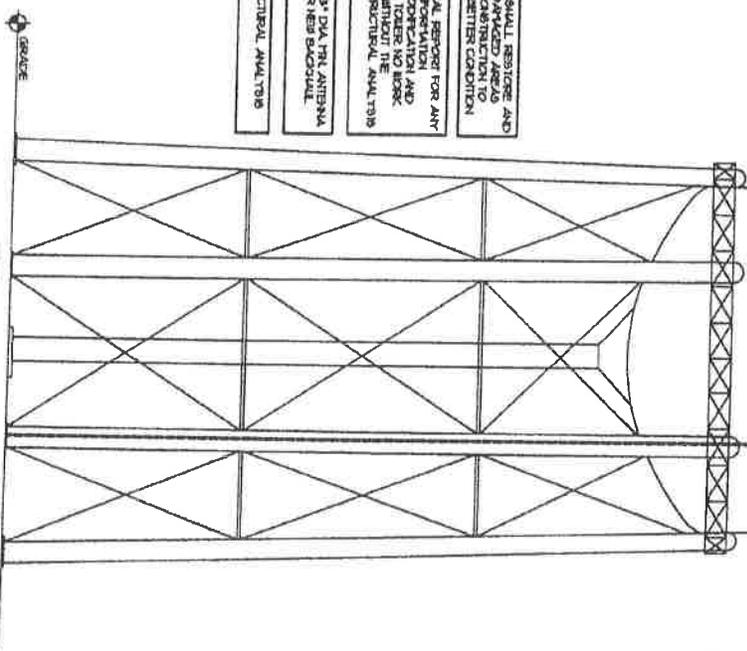
- ◇ EXISTING FRONT ANTENNAS 1 & 2
ELEV. 120'-0"
- ◇ PROPOSED CLEAR WIRELESS BACKSCATTER ANTENNAS 1 & 2
ELEV. 115'-0"
- ◇ EXISTING CARRIER ANTENNAS 1 & 2
ELEV. 115'-0"
- ◇ TOP OF TOWER 1
ELEV. 115'-0"
- ◇ EXISTING FRONT ANTENNAS TO REMAIN ANTENNAS TO REMAIN
- ◇ NEW CLEAR WIRELESS BACKSCATTER ANTENNAS MOUNTED ON NEW 3" DIA. TUBULAR ANTENNAS (SEE ATT. 4.5 (1) & (2))
- ◇ EXISTING CARRIER ANTENNAS TO REMAIN ANTENNAS TO REMAIN
- ◇ EXISTING WATER TANK TO BE UTILIZED (SEE SP-1)

CONTRACTOR SHALL RESOLVE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION

SEE STRUCTURAL REPORT FOR ANY ADDITIONAL INFORMATION AND REVISIONS TO THESE NOTES. SHALL START WITHOUT THE APPROVED STRUCTURAL ANALYSIS BY OTHERS.

PROVIDE NEW 3" DIA. TUB ANTENNA TUBES FOR NEW BACKSCATTER ANTENNAS

PERFORM STRUCTURAL ANALYSIS BY OTHERS



W-T

W-T COMMUNICATION DESIGN GROUP, LLC
 20170000 Avenue
 PO BOX 200000
 Chicago, IL 60620-0000
 312.261.1000

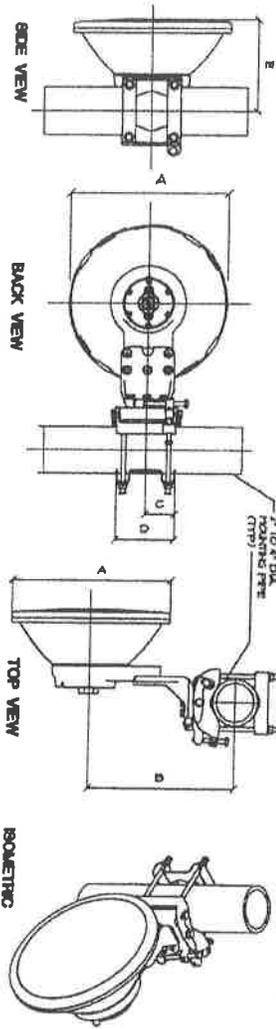


Clear Wireless LLC
 A KETRON LIMITED LIABILITY COMPANY, A SPENT AFFAIR

SITE NAME: CHS1XK3986
CLEAR WIRELESS SITE ID: IL-CH8523
WINMAX ID: CH0270523
 AND REMEDIATION SOLUTIONS
 PART PROJECT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

NO.	DATE	DESCRIPTION	BY	CHKD BY
1	08/17/18	ISSUED FOR PERMIT	RS	MS
2	08/17/18	FOR REVIEW	RS	MS
3	08/17/18	FOR REVIEW	RS	MS
4	08/17/18	FOR REVIEW	RS	MS
5	08/17/18	FOR REVIEW	RS	MS
6	08/17/18	FOR REVIEW	RS	MS
7	08/17/18	FOR REVIEW	RS	MS
8	08/17/18	FOR REVIEW	RS	MS
9	08/17/18	FOR REVIEW	RS	MS
10	08/17/18	FOR REVIEW	RS	MS

PROJECT NUMBER: 10904-20
ISSUED DATE: 08/17/18
ENLARGED SITE PLAN AND TOWER ELEVATION
 SHEET NUMBER: **C-2**



HP3-16
ANTENNA DIMENSIONS
ALL DIMENSIONS IN FT (INCHES)

HP3-16 ANTENNA DIMENSIONS	ALL DIMENSIONS IN FT (INCHES)
A	44.3 (3.40)
B	306 (2.40)
C	7 (0.56)
D	14.7 (1.17)
E	5.93 (0.47)
F	1.75 (0.14)
G	1.75 (0.14)

BACKHAUL ANTENNA DETAIL
SCALE: NONE

TRANSMT PATTN #	AZ	HW ANTENNAS	DAY BY	RADIO MODEL	RECEIVE SITE	PLAN LENGTH IN FEET	ROAD CENTER	QUAN	COAX CABLE TABLE
1	360/0	RADOMOVE HP3-16	360/0	APPEAR 1P	L-CH200M	2466	BT	1	NEW
2	270/0	ANDRES VAD7-16	24/17	APPEAR 1P	L-CH264S	2206	BT	1	NEW

NEW BACKHAUL ANTENNA TABLE
3

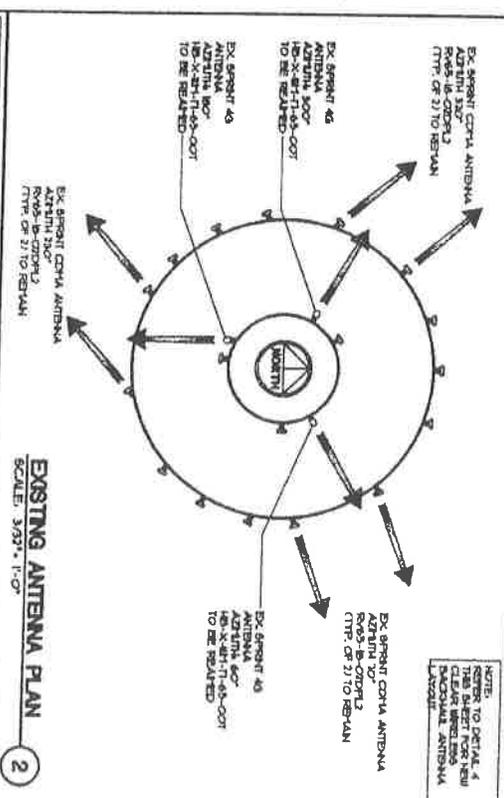
COAXIAL NOTE:
NEW ANTENNA INFORMATION OBTAINED FROM PROVIDER INTERCONNECT REPORT DATED 5/20/07

WT

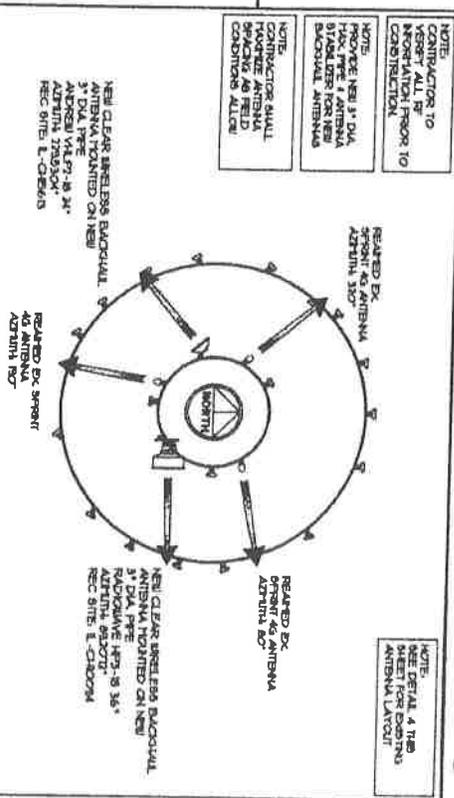
W-T COMMUNICATIONS
SCOTT & ZIMMANN
PROFESSIONAL ENGINEERS

Clear Wireless LLC
A WIRELESS UTILITY COMPANY, A SPRINT AFFILIATE

SITE NAME: CH54XC896
CLEAR WIRELESS SITE ID: IL-CH5623
VINMAX ID: CH27C523
490 BURNHAMBO ROAD/PAVAD PARK FOREST, IL 60131



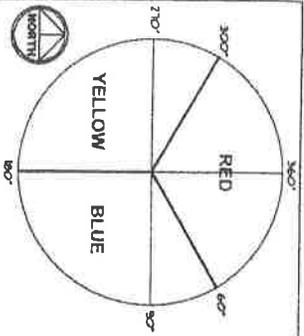
EXISTING ANTENNA PLAN
SCALE: 3/32" = 1'-0"



NEW ANTENNA PLAN
SCALE: 3/32" = 1'-0"

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	HP3-16 ANTENNA	2	EA	1500.00	3000.00
2	COAXIAL CABLE	2	FT	1.00	2.00
3	CONTRACTOR LABOR	1	100.00	100.00	
4	PERMIT FEE	1	EA	500.00	500.00
5	DESIGN FEE	1	EA	1000.00	1000.00
6	INSTALLATION	1	EA	1000.00	1000.00
7	TESTING	1	EA	500.00	500.00
8	TRAVEL	1	EA	100.00	100.00
9	CONTRACTOR TRAVEL	1	EA	100.00	100.00
10	CONTRACTOR MEALS	1	EA	100.00	100.00
11	CONTRACTOR HOUSING	1	EA	100.00	100.00
12	CONTRACTOR UTILITIES	1	EA	100.00	100.00
13	CONTRACTOR INSURANCE	1	EA	100.00	100.00
14	CONTRACTOR PPE	1	EA	100.00	100.00
15	CONTRACTOR TOOLS	1	EA	100.00	100.00
16	CONTRACTOR MATERIALS	1	EA	100.00	100.00
17	CONTRACTOR SUBMITTALS	1	EA	100.00	100.00
18	CONTRACTOR PERMITS	1	EA	100.00	100.00
19	CONTRACTOR TRAFFIC CONTROL	1	EA	100.00	100.00
20	CONTRACTOR SIGNAGE	1	EA	100.00	100.00
21	CONTRACTOR SAFETY	1	EA	100.00	100.00
22	CONTRACTOR CLEANUP	1	EA	100.00	100.00
23	CONTRACTOR DEMOBILIZATION	1	EA	100.00	100.00
24	CONTRACTOR STORAGE	1	EA	100.00	100.00
25	CONTRACTOR WASTE REMOVAL	1	EA	100.00	100.00
26	CONTRACTOR UNLOADING	1	EA	100.00	100.00
27	CONTRACTOR UNLOADING	1	EA	100.00	100.00
28	CONTRACTOR UNLOADING	1	EA	100.00	100.00
29	CONTRACTOR UNLOADING	1	EA	100.00	100.00
30	CONTRACTOR UNLOADING	1	EA	100.00	100.00
31	CONTRACTOR UNLOADING	1	EA	100.00	100.00
32	CONTRACTOR UNLOADING	1	EA	100.00	100.00
33	CONTRACTOR UNLOADING	1	EA	100.00	100.00
34	CONTRACTOR UNLOADING	1	EA	100.00	100.00
35	CONTRACTOR UNLOADING	1	EA	100.00	100.00
36	CONTRACTOR UNLOADING	1	EA	100.00	100.00
37	CONTRACTOR UNLOADING	1	EA	100.00	100.00
38	CONTRACTOR UNLOADING	1	EA	100.00	100.00
39	CONTRACTOR UNLOADING	1	EA	100.00	100.00
40	CONTRACTOR UNLOADING	1	EA	100.00	100.00
41	CONTRACTOR UNLOADING	1	EA	100.00	100.00
42	CONTRACTOR UNLOADING	1	EA	100.00	100.00
43	CONTRACTOR UNLOADING	1	EA	100.00	100.00
44	CONTRACTOR UNLOADING	1	EA	100.00	100.00
45	CONTRACTOR UNLOADING	1	EA	100.00	100.00
46	CONTRACTOR UNLOADING	1	EA	100.00	100.00
47	CONTRACTOR UNLOADING	1	EA	100.00	100.00
48	CONTRACTOR UNLOADING	1	EA	100.00	100.00
49	CONTRACTOR UNLOADING	1	EA	100.00	100.00
50	CONTRACTOR UNLOADING	1	EA	100.00	100.00

ANTENNA PLANS & DETAILS
A-1



CONTRACTOR TO VERIFY ACTUAL COAX CABLE REQUIREMENTS WITH CLEAR WIRELESS LLC PRIOR TO CONSTRUCTION

SECTOR DEGREE RANGE	MAINTAINING METHOD COLOR BANDS	BAND NUMBER
300° TO 60°	RED (SECTOR 1)	SHALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED FOR THE NEXT LARGER NUMBER WILL BE LABELED FOR.
60° TO 300°	BLUE (SECTOR 2)	SHALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED FOR THE NEXT LARGER NUMBER WILL BE LABELED FOR.
300° TO 270°	YELLOW (SECTOR 3)	SHALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED FOR THE NEXT LARGER NUMBER WILL BE LABELED FOR.

ANTENNA & DISH LABELING

CONTRACTOR SHALL USE SECTORS APPROPRIATE COLOR BANDS TO DENOTE THE ANTENNA AND PROXIMATE DIVERSITY TAPE SHOULD BE WRAPPED AROUND THE TOP AND BOTTOM OF THE SUPPORT PIPE AS DESCRIBED ABOVE

COAX CABLE LABELING

- LABEL MARKINGS SHALL BE PLACED WITHIN 6" OF THE TERMINATION AT BOTH ENDS OF COAX AT OR NEAR THE CABINET LAYER PROXIMITY TO THE ENTRY INTO THE CABINET OR PROXIMITY TO THE ENTRY INTO THE CABINET LAYER. LABELS SHALL BE PLACED WITHIN 1'-2" OF THE END FOR MULTIPLE BAND MARKINGS. BANDS SHALL BE SEPARATED BY DISTANCE OF 1'-2".
- ACTUAL LENGTHS SHALL BE DETERMINED PER SITE CONDITION BY THE CONTRACTOR.
- THE DESIGN IS BASED ON THE BANDS REMOVED, SIGNED AND APPROVED BY THE CONTRACTOR.
- ALL THE BRAYS SHALL BE CUT FLUSH WITH THE APPROVED CUTTING TOOL FOR SAFETY AND PROTECTION.
- ALL SITE CABLES SHALL MAINTAIN PROTECTIVE COATING REPAIRS AS NECESSARY TO THE TYPE OF CABLE AND CONNECTIONS FROM PROTECTIVE LINES OF RISK CREATED FROM POWER AND CURRENTS THROUGH THE CABLES.
- ALL CABLES SHALL BE PROTECTED FROM DAMAGE AND SHALL HAVE THE MINIMUM BEND RADIUS FOR THE SIZE AND MANUFACTURER OF THAT CABLE. IN THIS CASE THE MINIMUM BEND RADIUS IS 4 INCHES.
- SLACK SHALL BE LEFT IN THE CABLES LEAVING THE EQUIPMENT TO THEIR TERMINATION POINTS.
- ALL CABLES SHALL BE ROUTED AND INSTALLED IN A MANNER AS TO PROTECT THE CABLES FROM DAMAGE OR SWAMP EDGES OF HARDWARE AND THESE CABLES ARE ROUTED DOWN THE TOWER.
- CABLES SHALL BE SUPPORTED A MINIMUM OF 12 FEET EXCEPT FOR THE INNER HORIZONTALS AND LATTICE TOWERS WHERE CABLE AND CONNECTOR MANUFACTURERS SUPPORT RECOMMENDATIONS SHALL BE FOLLOWED.
- DROP LOGS SHALL BE REQUIRED ON ALL OUTSIDE CABLES. CABLES SHALL BE SLOPED AWAY FROM THE BUILDING OR OUTDOOR COMPONENTS TO PREVENT WATER FROM ENTERING THROUGH THE CABLE PORTS.

ANTENNA & COAX ORIENTATION - (3) SECTOR LABELING 1



Clear Wireless LLC
A REGULAR LIMITED LIABILITY COMPANY, A SERVICE PROVIDER

WT

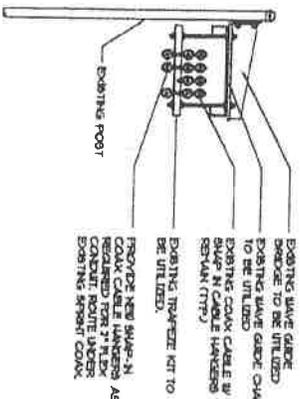
W-T COMMUNICATION DESIGN GROUP, LLC
3001 South Main Street
Mesa, Arizona 85204
P: 480.944.1111
F: 480.944.1111
www.wtcomm.com

INSTALLATION NOTES

- SECTOR ORIENTATION/WEATHERING AND HEIGHT WILL VARY FROM REGION TO REGION AND IS SITE SPECIFIC. REFER TO THE BRAS REPORT FOR EACH SITE TO DETERMINE THE ANTENNA AND PROXIMATE LOCATION AND ORIENTATION OF EACH SECTOR.
- ALL TOWER MOUNTS INSTALLED MUST BE INSTALLED ACCORDING TO THE MANUFACTURERS INSTALLATION GUIDELINES.
- REFER TO THE MANUFACTURERS ASSEMBLY DOCUMENTATION FOR TORQUE SPECIFICATIONS.
- ALL BOLTS TO BE TIGHTENED TO A MANUFACTURER SPECIFIED TORQUE. CONSTRUCTION IS DEEMED AS THE TIGHTENING THAT EXISTS WHEN ALL BOLTS IN A JOINT ARE TIGHTENED TO THE SAME TORQUE. TORQUE SHOULD BE TAKEN FROM AN IMPACT WRENCH OR THE FULL BROW OF A TORQUE WRENCH. TORQUE WRENCH SHOULD BE CALIBRATED TO THE LOCAL DISH ANTENNA. NO THAT THE DISH CENTERLINE IS NO MORE THAN 2'-0" FROM THE CENTERLINE OF THE MOUNT.

NOTE: DETAIL IS INTENDED ONLY. EXISTING CONDITIONS MAY DIFFER FROM DIAGRAM SHOWN.

NOTE: CONTRACTOR TO ADD MOUNTING HARDWARE AS REQUIRED.



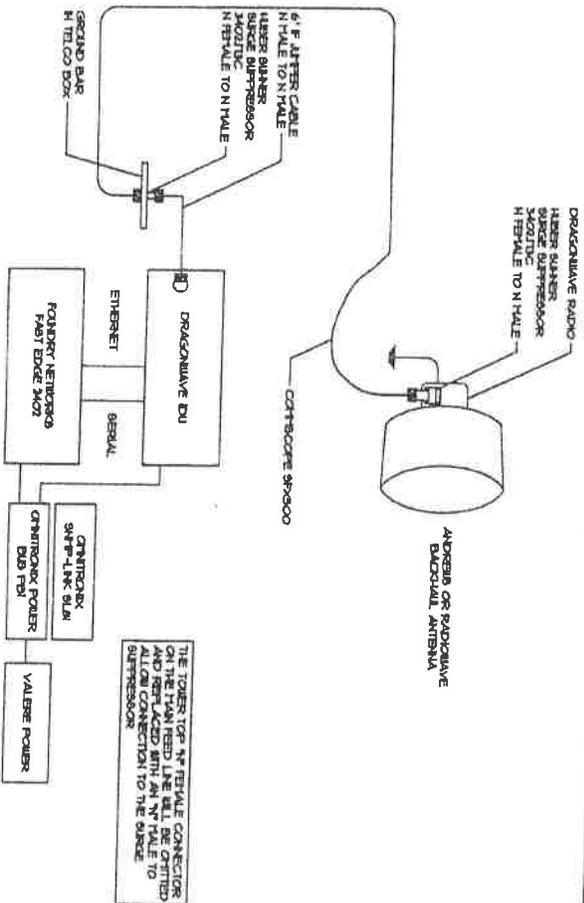
I/O BRIDGE DETAIL 2

SCALE: AS SHOWN

SITE NAME: CHS40C986
CLEAR WIRELESS SITE ID: IL-CH185523
WMAA ID: CH027C523
880 BROADWOOD BOULEVARD
PARK FRONT 1, IL 60069

NO.	DESCRIPTION	QUANTITY	UNIT	DATE
1	COAX CABLE	100	FT	
2	CONDUCTIVE TAPE	10	FT	
3	CONDUCTIVE TAPE	10	FT	
4	CONDUCTIVE TAPE	10	FT	
5	CONDUCTIVE TAPE	10	FT	
6	CONDUCTIVE TAPE	10	FT	
7	CONDUCTIVE TAPE	10	FT	
8	CONDUCTIVE TAPE	10	FT	
9	CONDUCTIVE TAPE	10	FT	
10	CONDUCTIVE TAPE	10	FT	

PROJECT NUMBER: 10509420
ISSUED DATE: 10/20/2023
ANTENNA ORIENTATION LABELING & ANTENNA MOUNT DETAILS & NOTES
ISSUED BY: [Signature]
A-2



EQUIPMENT	DISTANCE	MANUFACTURER	PART NUMBER
REXLINE	UP TO 300'	BELDEN	BELDEN TRISA CAT5
REXLINE	UP TO 300'	ANDREW	PA1-TB 14 SUPERLEX TB OHT
REXLINE	20' TO 300'	ANDREW	LDH-75A 1/2 BELUX TB OHT
DRAGONWAVE	0' TO 250'	CORTRICORE	8P3500
DRAGONWAVE	25' TO 350'	CORTRICORE	FL3540
DRAGONWAVE	35' TO 100'	CORTRICORE	FL1190
DRAGONWAVE	OVER 100'	CORTRICORE	CONTACT ENGINEERING
HOTOROLA (KORTRICORE)	UP TO 300'	BELDEN	BELDEN TRISA CAT5

**BACKHAUL ANTENNA
INSTALLATION DETAIL**
SCALE: NONE

1

W-T

W-T COMMUNICATION
SERVICES GROUP, LLC
11111 W. 111th Street
Overland Park, KS 66213
Tel: (913) 241-1111 Fax: (913) 241-1111
K. Thomas, Inc. 30-0718-10 Rev. 03/2011

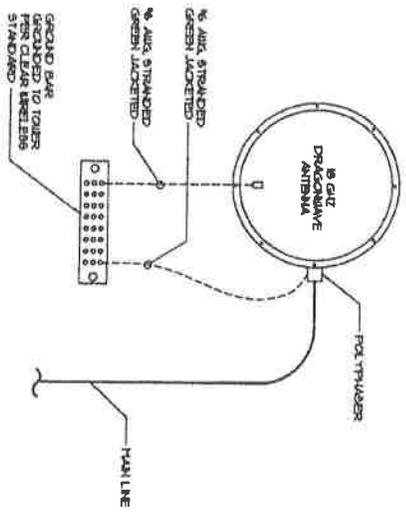
SCOTT R. TRIVIAKIN
REGISTERED PROFESSIONAL ENGINEER
NO. 000000000
STATE OF KANSAS
EXPIRES 12/31/2011

Clear Wireless LLC
A RETAIL LIQUOR LICENSE COMPANY, A STATE AFFILIATE

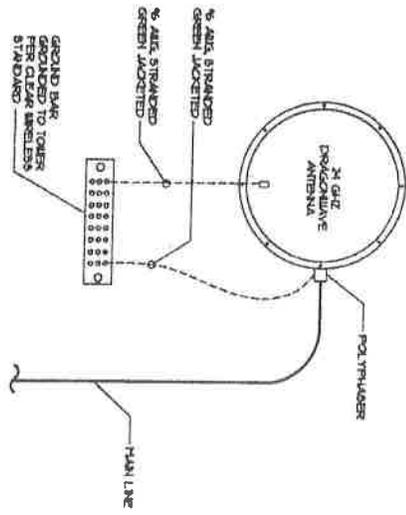
SITE NAME: CH54X0986
CLEAR WIRELESS SITE ID: IL-CH5523
MINIAX ID: CH02Y0323
800 BOJANOWICZ POLSKIANO PARK POWER3, 1, DOWNS

PROJECT NUMBER: 1036420
SHEET TITLE: BACKHAUL ANTENNA INSTALLATION DETAIL
DRAWING NUMBER: A-3

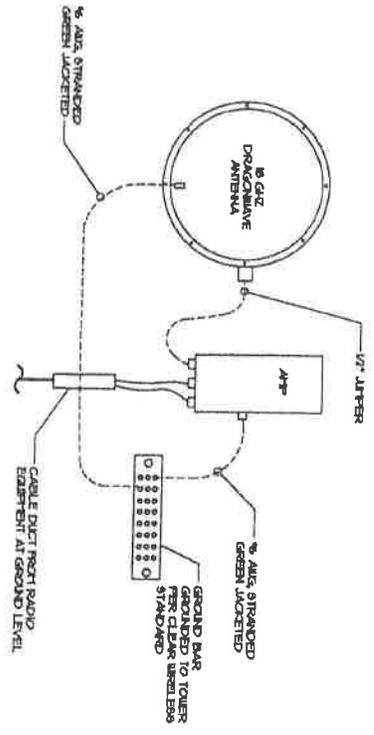
DATE: 08/20/2011
DESIGNED BY: NAK
CHECKED BY: TSK
ISSUED BY: TSK



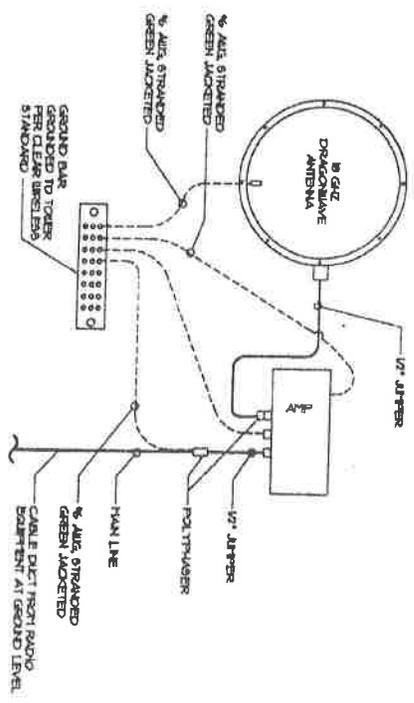
18 GHz DRAGONWAVE GROUNDING
SCALE: NONE



24 GHz DRAGONWAVE GROUNDING
SCALE: NONE



18 GHz DRAGONWAVE AMP GROUNDING
SCALE: NONE



ANDREW GROUNDING
SCALE: NONE

W-T COMMUNICATIONS GROUP, LLC
1000 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304
Tel: (954) 571-1111
Fax: (954) 571-1112
www.wtcomm.com

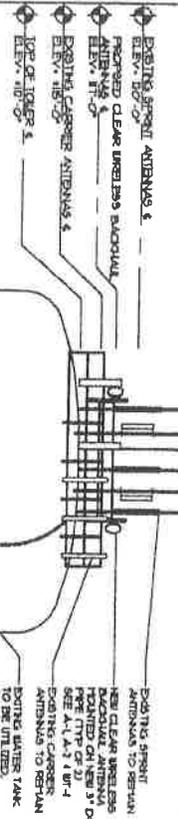


Clear Wireless LLC
A NEWLY LISTED LIMITED COMPANY, A STATE AFFILIATE

SITE NAME: CHS4XC996
CLEAR WIRELESS SITE ID:
IL-CH18523
WINMAX ID: CH02YC523
800 ROUNDTOWN BOULEVARD
PARK FOREST, FL 32959

NO.	DATE	REVISION	BY	CHKD BY
1	05/17/09	FIELD PER REVIEW		
2	05/27/09	REV. SUBMITTED		
3	05/27/09	LINE EDITOR		
4	06/01/09	REVISION		

PROJECT NUMBER: 1090430
ANTENNA GROUNDING DETAILS
DRAWING NUMBER: GR-1

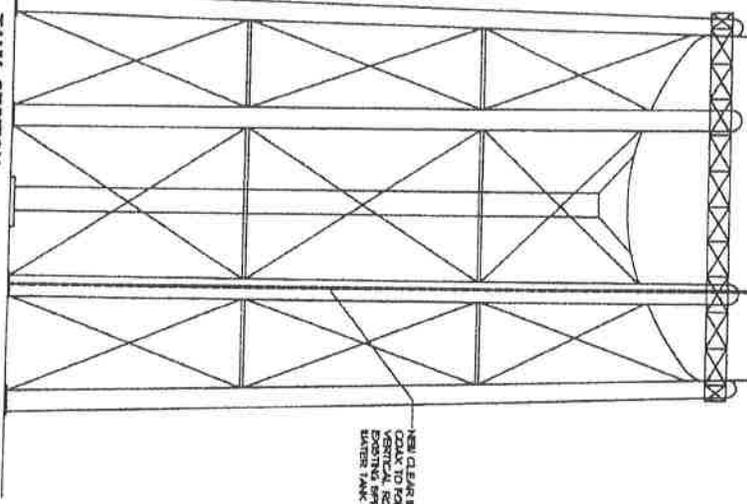


CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

SEE STRUCTURAL REPORT FOR ANY REVISIONS TO THIS DRAWING AND ADDITIONS TO TOBER NO BOX SHALL BE MADE WITHOUT THE APPROVAL OF STRUCTURAL ANALYSIS BY OTHERS.

PROVIDE NEW 3" DIA. HX ANTI-AIR ANTENNAS FOR NEW BACKHAUL.

REPAIR STRUCTURAL ANALYSIS BY OTHERS.



TANK SECTION
SCALE: 1" = 8'-0"

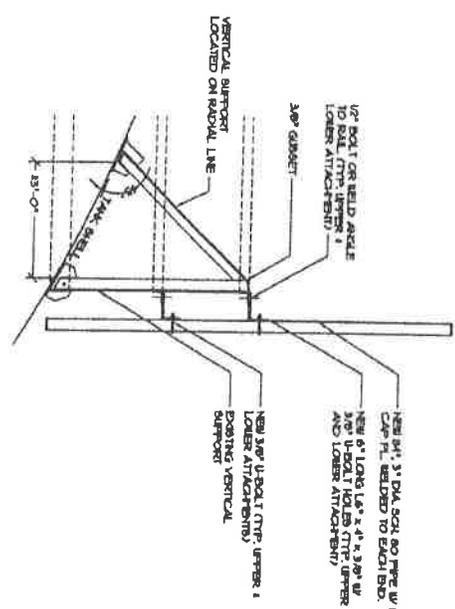
EXISTING 30' TALL ANTENNAS TO REMAIN.

NEW CLEAR WIRELESS ANTENNAS TO BE INSTALLED ON EXISTING 3" DIA. PIPE (TYPE OF 3" SEE A-1, A-1 (BT-1).

EXISTING CARRIER ANTENNAS TO REMAIN TO BE UTILIZED.

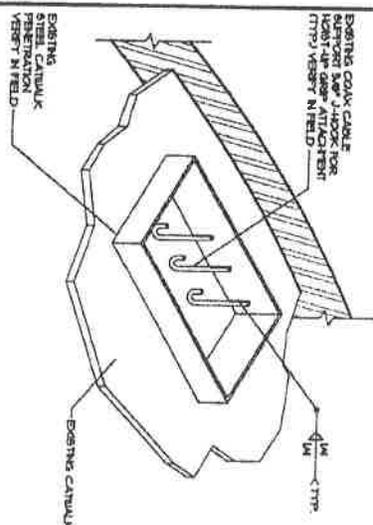
EXISTING WATER TANK TO BE UTILIZED.

NEW CLEAR WIRELESS ANTENNAS TO FOLLOW EXISTING VERTICAL ROUTE OF COAX UP WATER TANK TOWER.

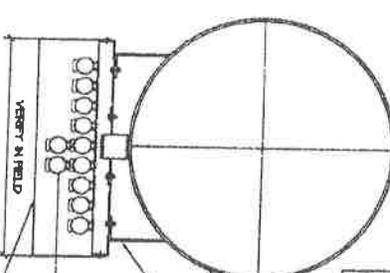


ANTENNA MOUNT TO HANDRAIL
SCALE: NONE

EXISTING COAX CABLE SUPPORT SAW JOCK FOR (TYPE OF SAW JOCK ATTACHED TO TOWER) VERT N FIELD.



EXISTING CATWALK PENETRATION
SCALE: NONE



COAX MOUNTING
SCALE: NONE

NOTE: CLAMP AND LOCKS HAVE BE USED AS SUPPORT AS RECOMMENDED BY THE CONTRACTOR.

WT-1

W-T COMMUNICATION DESIGN GROUP, LLC
207 Park Avenue
New York, NY 10022
Tel: (212) 692-1000
Fax: (212) 692-1001
www.wtcomm.com

SCOTT R. TRISHMAN
REGISTERED PROFESSIONAL ENGINEER
No. 00000000000000000000
State of New York
Professional Seal

Clear Wireless LLC
A NEWARK LIMITED LIABILITY COMPANY, A STATE OF NEW YORK ENTITY

SITE NAME: CHS4XC998
CLEAR WIRELESS SITE ID: IL-CH16523
WIMAX ID: CH02YC523
800 BROADWAY BOULVARD
PARK SQUARE 1, 10008

NO.	DATE	DESCRIPTION	BY	CHKD BY
1		ISSUED FOR PERMIT		
2		REVISION		
3		REVISION		
4		REVISION		

PROJECT NUMBER: T090450
SHEET NO.: WATER TANK DETAILS
SCALE: AS SHOWN
DATE: 11/11/11
DRAWN BY: WT-1

Site Name: Park Forest WT

Site ID: CH54XC996

AMENDMENT NO. 2 TO PCS SITE AGREEMENT

This Amendment No. 2 to PCS Site Agreement (“**Amendment**”), effective as of the date last signed below (“**Effective Date**”), amends a certain PCS Site Agreement between SprintCom, Inc., a Kansas corporation (“**Lessee**”) and Village of Park Forest (“**Owner**”), dated as of December 20, 2002 (the “**Agreement**”) and an Amendment No. 1 to PCS Site Agreement dated March 26, 2010 (“**Amendment**”)

BACKGROUND

Owner and Lessee therefore desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which is acknowledged, Owner and Lessee agree as follows:

1. **Extension of Term.**

Section 2 of the Agreement is amended by adding the following: Notwithstanding anything set forth in Section 2 to the contrary, the current Term of this Agreement will expire on December 19, 2017. Commencing on December 20, 2017, the term of this Agreement (“**New Initial Term**”) is five (5) years. This Agreement will be automatically renewed for five (5) additional terms (each a “**New Renewal Term**”) of five (5) years each. Each New Renewal Term will be deemed automatically exercised without any action by either party unless Lessee gives 60 days’ written notice of its decision not to exercise any option(s) to Owner before expiration of the then current term.

2. **Basic Rent.**

Section 3 of the Agreement is hereby deleted and replaced with the following: Rent will commence on the Term Commencement Date and will be due within 30 days after the Term Commencement Date. Thereafter, rent will be paid in advance, on the first day of every month, in equal monthly installments of Three Thousand One Hundred Two and 00/100 Dollars (\$3,102.00) per month. The rent shall be increased by three percent (3%) of the rent in effect during the immediately preceding twelve (12) month period. Not less than 6 months prior to the expiration of the first Renewal Term (the 10th year of the Agreement), Owner shall have the right to request an increase of greater than three percent (3%), if an evaluation of the prevailing market, undertaken at the sole expense of Owner, reveals that the average rental rate for similar sites is greater than one hundred three percent (103%) of the then current annual rent. If Owner makes such a request, Lessee

shall have the right to terminate this Agreement, which termination shall become effective one year after the expiration of the first Renewal Term.

4. General Terms and Conditions.

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

The parties have executed this Amendment as of the Effective Date.

Owner:

Village of Park Forest

By: _____
Name: _____
Title: _____
Date: _____

Lessee:

SprintCom, Inc.,
a Kansas corporation

By: _____
Name: _____
Title: _____
Date: _____

PCS SITE AGREEMENT

SECTION 2 OF THIS AGREEMENT CONTAINS A PROVISION FOR AUTOMATIC RENEWAL WHICH COMPLES WITH THE ILLINOIS AUTOMATIC CONTRACT RENEWAL ACT.

Site Name Village of Park Forest – Public Works ___

Site I. D. CH54XC996

1. Premises and Use. The Village of Park Forest ("Owner") leases to SprintCom, Inc., a Kansas corporation ("SprintCom"), the site described below: [Check appropriate box(es)]

- Land consisting of approximately _____ square feet upon which SprintCom will construct its equipment base station and antenna structure;
- Building interior space consisting of approximately _____ square feet;
- Building exterior space for attachment of antennas;
- Building exterior space for placement of base station equipment;
- Tower antenna space between the ___ foot and ___ foot level on the Tower;
- Water tower exterior space for attachment of antennas;
- Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SprintCom, source of electric and telephone facilities. The Site will be used by SprintCom for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. SprintCom will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SprintCom will have access to the Site 24 hours per day, 7 days per week.

2. Term. The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both SprintCom and Owner have executed this Agreement. This Agreement will be automatically renewed for two additional terms (each a "Renewal Term") of 5 years each, unless SprintCom provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term. ***Each of SprintCom's options to extend will be deemed automatically exercised without any action by either party unless SprintCom gives written notice of its decision not to exercise any option(s) to Owner before expiration of the then current term.***

3. Rent. Until that date which is 30 days after the physical construction of the site begins, rent will be a one-time aggregate payment of \$2,000.00, the receipt of which Owner acknowledges. Thereafter, full monthly rental charge shall commence upon the earlier of (a) that date which is thirty (30) days after the physical construction of the site begins or (b) the first day of the month following the commencement of the physical preparation of the site or (c) the date which is thirty (30) days after the issuance of a building permit, but in any event, the monthly rental fee of \$1,635.00 shall commence no later than six (6) months following the date of execution of the Agreement. Rent for each successive year will be the annual rent in effect for the then current year, increased by three percent (3%). Not less than 6 months prior to the expiration of the first Renewal Term (the 10th year of the lease), Owner shall have the right to request an increase of greater than three percent (3%), if an evaluation of the prevailing market, undertaken at the sole expense of Owner, reveals that the average rental rate for similar sites is greater than one hundred three percent (103%) of the then current annual rent. If Owner makes such a request, SprintCom shall have the right to terminate this Agreement, which termination shall become effective one year after the expiration of the first Renewal Term.

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SprintCom is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SprintCom is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the PCS equipment.

5. SprintCom shall not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, SprintCom shall have the right to sublease or assign its rights under this Agreement to any of its subsidiaries, affiliates or successor legal entities, to any entity acquiring substantially all of the assets of SprintCom or to any subsidiary or affiliate of Sprint Corporation, without notice to or consent of Owner. In the event

Owner consents to a sublet or collocation by SprintCom to a Non-Affiliate for all or a portion of the Site, ninety percent (90%) of all Net Sublet Proceeds received from such Non-Affiliate will be paid to Owner by SprintCom within thirty (30) days of actual receipt of a Gross Revenue Payment by SprintCom. For purposes of this Section 5 the following terms will have the following meanings: "Non-Affiliate" means any party other than (i) any party controlling, controlled by, or under common control with SprintCom, or (ii) any affiliated party acquiring substantially all of the assets of SprintCom. "Net Sublet Proceeds" means, with respect to any Gross Revenue Payment, the amount (if any) by which said Gross Revenue Payment exceeds Operating Expenses. "Gross Revenue Payment" means any sublease or co-location rental payment received by SprintCom from a Non-Affiliate. "Operating Expenses" means the following reasonable expenses incurred by SprintCom during the period relating to the Gross Revenue Payment and which pertain to the subject sublet or co-location premises; costs incurred under maintenance or service contracts, insurance premiums, real estate and personal property taxes and assessments, utility expenses, legal, accounting and other professional fees, capital expenditures and extraordinary repairs, management fees, and any other customary and reasonable expenses related to the ordinary operation of the subject sublet or co-location premises, pro-rated equal among SprintCom and each subtenant or co-locator.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SprintCom are to be sent to: Sprint PCS, Attention Lease Management, North Central, Mailstop ILROSA0508, 5600 North River Road, Suite 500, Rosemont, IL 60018 and Sprint Law Department, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2020, Overland Park, KS 66251-2020, Attention: Sprint PCS Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Construction and Improvements. SprintCom agrees that it will not use bolts or other fastening devices that penetrate the neck or legs of the water tower. SprintCom may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SprintCom with respect to obtaining any required zoning approvals for the Site and such improvements. Prior to construction or installation of any structure or equipment, SprintCom agrees to provide the Village of Park Forest with elevations of such structure or equipment. Additionally, SprintCom will provide an exhibit detailing the exact location of such equipment. SprintCom agrees to cooperate with Owner with respect to maintenance and repairs performed on the water tower, including the adjustment or sliding of antennas in conjunction with the Owner's plan to repaint the water tower; provided, however, SprintCom shall not be required to remove any equipment or antennas during any maintenance or repairs. Upon termination or expiration of this Agreement, SprintCom will remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss. SprintCom further agrees to install 320 feet of eight-foot high chain link fence with two (2) sixteen (16) foot wide gates around the perimeter of the water tower property. An elevation/drawing of the design of the fence and gates is provided as Exhibit B to be determined. Upon installation, the fence shall become the sole property of Owner and Owner shall be solely responsible for maintenance and repair of the fence. Owner further agrees to indemnify and hold harmless SprintCom from any and all costs (including reasonable attorneys' fees) and claims of liability, loss, or property damage, which arise out of Owner's ownership or use of the fence following installation. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of SprintCom. Owner's indemnity obligations under this Paragraph will survive termination of this Agreement.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SprintCom will substantially comply with all applicable laws relating to its possession and use of the Site, including the Illinois Public Construction Bond Act, 35 ILCS 550/1.

9. Interference. SprintCom will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SprintCom desires to add additional equipment to the Site. Likewise, Owner will not permit or

VILLAGE OF PARK FOREST RESPONSE OCTOBER 14, 2002

interference problems with SprintCom's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Owner represents that utilities adequate for SprintCom's use of the Site are available. SprintCom will pay for all utilities used by it at the Site. Owner will cooperate with SprintCom in SprintCom's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. SprintCom may terminate this Agreement at any time by notice to Owner without further liability if SprintCom does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SprintCom, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SprintCom each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SprintCom will not introduce or use any such substance on the Site in violation of any applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SprintCom from the holder of any such mortgage or deed of trust.

16. Taxes. SprintCom will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SprintCom will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SprintCom within 60 days after receipt of satisfactory documentation indicating calculation of SprintCom's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. SprintCom will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. The certificate should name the Village of Park Forest as an additional insured and note that the SprintCom insurance policy shall provide primary coverage. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. Maintenance. SprintCom will be responsible for repairing and maintaining the PCS system and any other improvements installed by SprintCom at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SprintCom for the reasonable costs incurred by SprintCom to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the

property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by SprintCom, Owner agrees promptly to execute and deliver to SprintCom a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

VILLAGE OF PARK FOREST RESPONSE OCTOBER 14, 2002

X OWNER: Village of Park Forest

By: James R Muchnik

Its: Village Manager

S.S./TaxNo.: _____

Address: 350 Victory Drive Park Forest, IL 60466

Date: Oct. 31, 2002

SPRINTCOM, INC., a Kansas corporation

By: [Signature]

Its: DIRECTOR OF SITE DEVELOPMENT

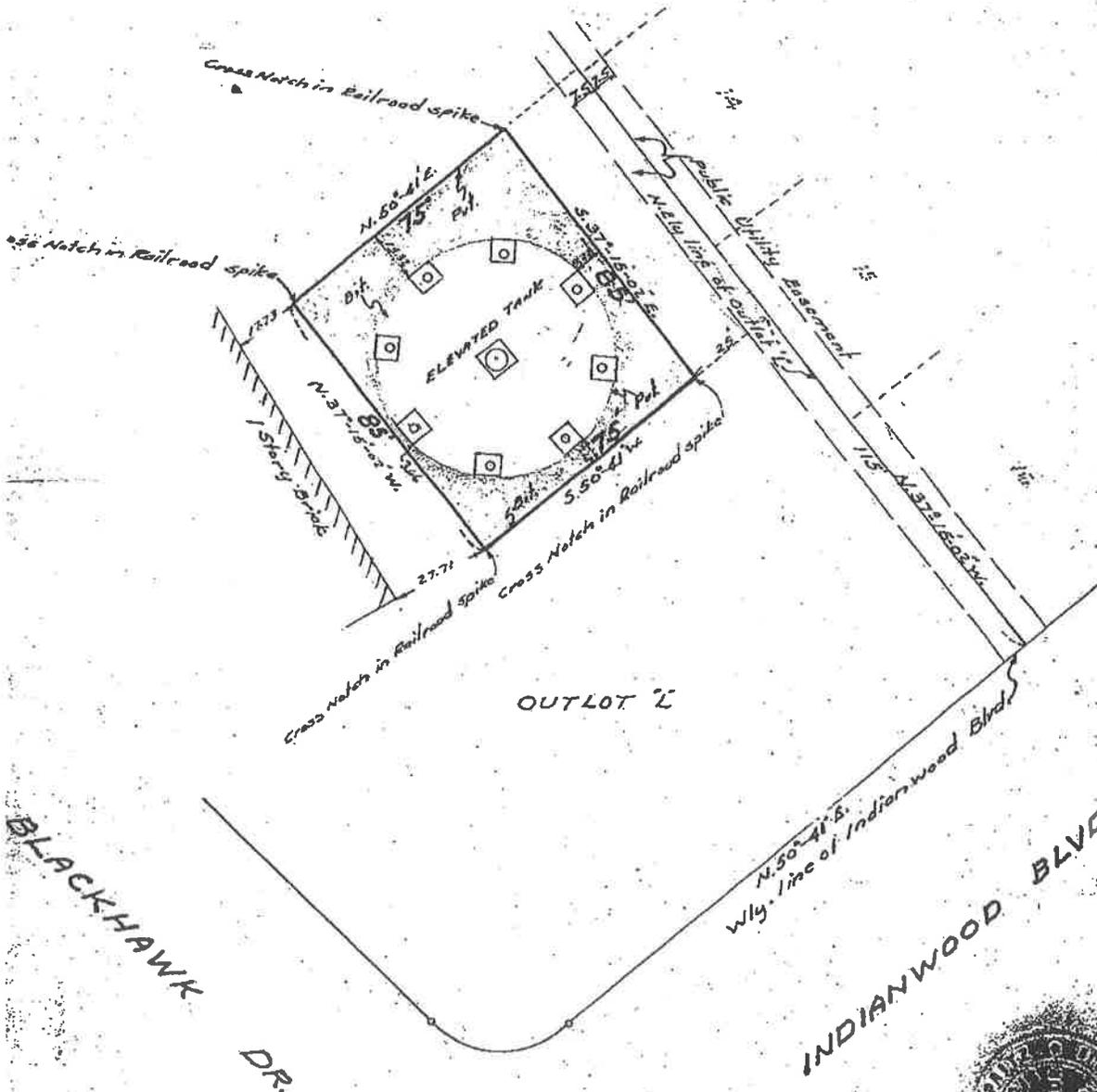
Date: 12/20/02

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

Exhibit A

PLAT OF SURVEY

That part of Outlot "L" of Block 53 of the Village of Park Forest Area No. 5, being a subdivision of part of the East 1/2 of Section 35 and the West 1/2 of Section 36, Township 35 North, Range 13, East of the Third Principal Meridian according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois, August 3, 1951, as Document 15139011, in Cook County, Illinois, described as follows: Commencing at the Northeast corner of said Outlot "L", thence North 37 degrees 15 minutes 02 seconds West along the Northeast line of said Outlot "L" 115 feet; thence South 50 degrees 41 minutes West a distance of 25 feet on a line parallel to the Westerly line of Indianwood Boulevard to the place of beginning; thence continuing South 50 degrees 41 minutes West 75 feet; thence North 37 degrees 15 minutes 02 seconds West 85 feet; thence North 50 degrees 41 minutes East 75 feet; thence South 37 degrees 15 minutes 02 seconds East 85 feet to the place of beginning.



BLACKHAWK DR.

INDIANWOOD BLVD.

BY PARK FOREST WATER CO
 NO. 580104
 1 inch = 30 feet

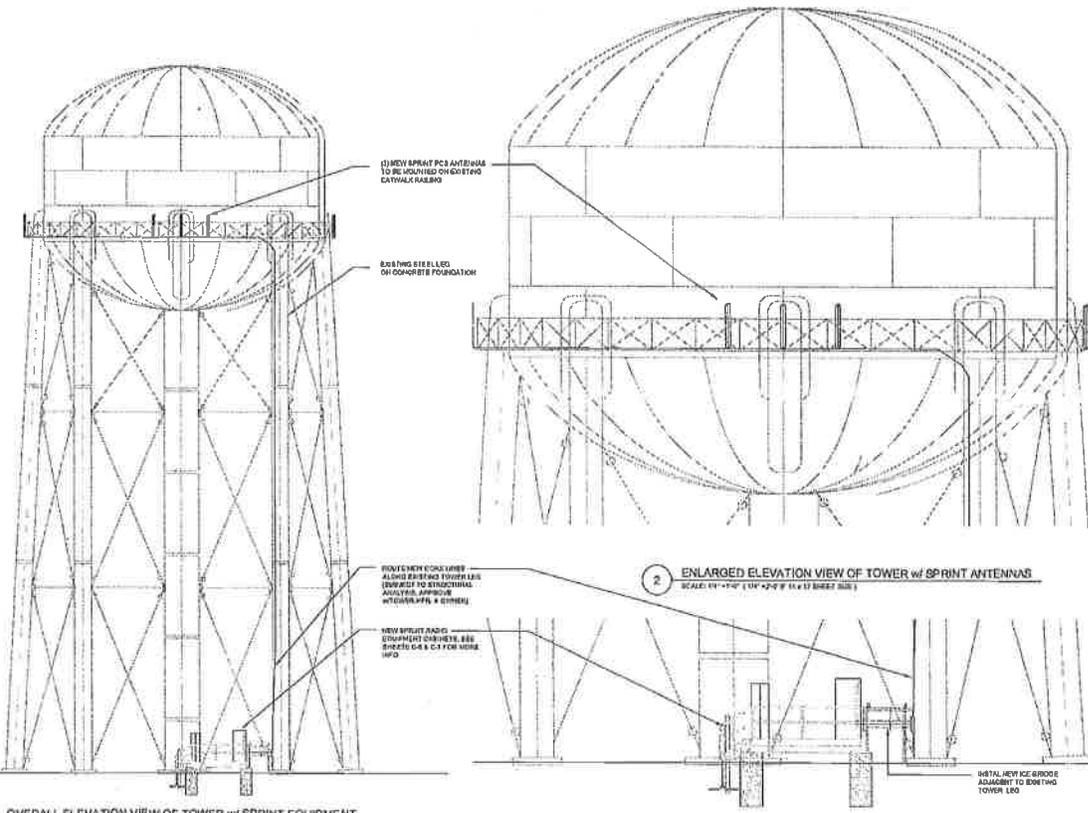
STATE OF ILLINOIS)
 COUNTY OF COOK) SS.

JOSEPH A. CHUOT & ASSOCIATES hereby certify that they have surveyed the property described hereon, and that the plat hereon drawn is a correct representation of said survey. All dimensions in feet and decimal parts thereof. Park Forest January 8 A.D. 1958.



Exhibit B

TRM



1 OVERALL ELEVATION VIEW OF TOWER w/ SPRINT EQUIPMENT
SCALE: 1/4" = 1'-0" (1/8" = 1'-0" IF 11 x 17 SHEET SIZE)

2 ENLARGED ELEVATION VIEW OF TOWER w/ SPRINT ANTENNAS
SCALE: 1/4" = 1'-0" (1/8" = 1'-0" IF 11 x 17 SHEET SIZE)

3 ENLARGED ELEVATION VIEW OF TOWER w/ SPRINT PLATFORM
SCALE: 1/4" = 1'-0" (1/8" = 1'-0" IF 11 x 17 SHEET SIZE)

The fiber that lets you do it better™

SPRINT/CDMA WIRELESS
3300 W. COLUMBIA AVE
SUITE 300
ROSEMONT, IL 60018
MARC (630) 756-1000

ONCORDIA WIRELESS, INC.
3300 W. COLUMBIA AVE
SUITE 300
ROSEMONT, IL 60018
MARC (630) 756-1000

MADE FOR:
SITE SKETCH

PROJECT NO: CH454C986A

DRAWN BY: MD CHECKED BY: BSB

LANDLORD APPROVAL

CONTRACT DATE: _____

SPRINT APPROVAL

TITLE: _____

PROPERTY: _____

REVISED BY: _____

No.	Revisions	Date
1	SITE SKETCH	07/19/06

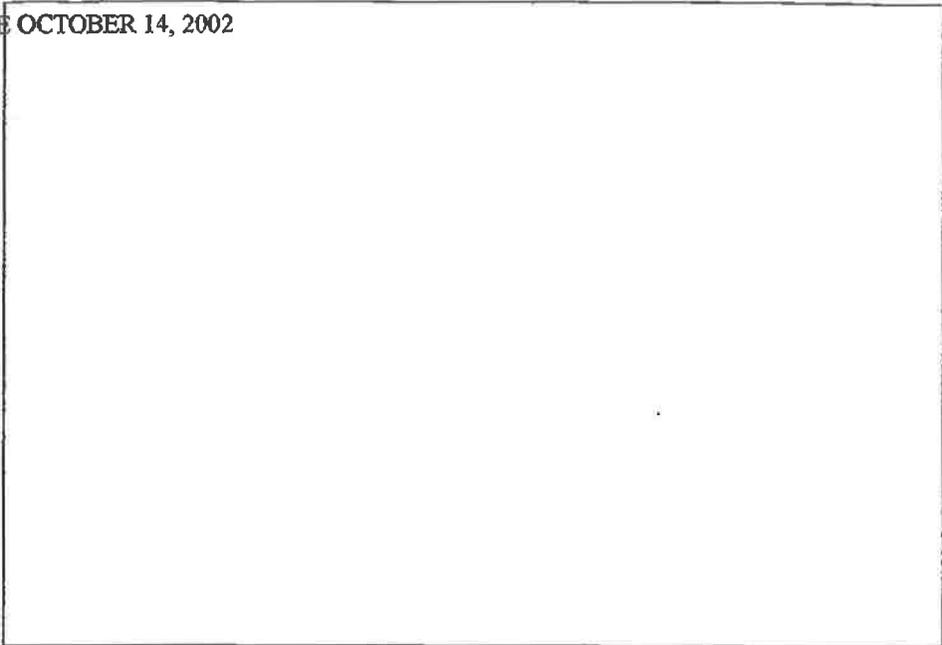
CH454C986A
PARK FOREST WT
380 INDIANWOOD BLVD.
PARK FOREST, IL

ELEVATION
VIEW OF TOWER

EX-3

After recording please return to:
SprintCom, Inc.
9801 W. Higgins
Rosemont, IL 60018

Site No.: CH54XC996



RECORDER'S STAMP

Memorandum of PCS Site Agreement

EXHIBIT B

Site Name Village of Park Forest

Site I. D. CH54XC996

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated Dec. 20, 2002, between The Village of Park Forest ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Owner leases to SprintCom a certain site ("Site") located at 350 Indianwood Forest, Park Forest, IL, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on Dec. 20, 2002, which term is subject to four (5) additional five (5) year extensions at the option of SprintCom.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

"SprintCom"

The Village of Park Forest

SprintCom, Inc. a Kansas corporation

X

By: Jane R Muchnik

By: [Signature]

Name: Jane R. Muchnik

Name: PETE HARTWICK

Title: Village Manager

Title: DIRECTOR OF SITE DEVELOPMENT

Address: 350 Victory Drive
Park Forest, IL 60466

Address: 9801 West Higgins Road, Rosemont, IL 60018

Owner Initials JRM

SprintCom Initials [Signature]

Attach Exhibit A - Site Description

VILLAGE OF PARK FOREST RESPONSE OCTOBER 14, 2002

SPRINTCOM, INC. NOTARY BLOCK:

STATE OF IL

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 22nd day of January, 2003, by Pete Hershend, Director of

SprintCom, Inc., a Kansas corporation, who executed the foregoing instrument on behalf of such corporation.



My commission expires: 6-22-03

Mechelle P. Goss
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF IL

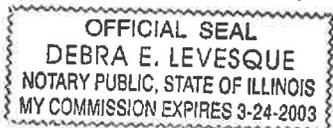
Mechelle P. Goss
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 31st day of OCTOBER, 2002
by 350 VICTORY DR, PARK FOREST, IL 60466
~~601 West 81st Corp, an Illinois Corporation~~

(AFFIX NOTARIAL SEAL)



My commission expires: 3-24-2003

Debra E. Levesque
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Illinois

DEBRA E. LEVESQUE
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

CERTIFICATE OF ASSISTANT SECRETARY

I, STEFAN K. SCHNOPP, the undersigned, an Assistant Secretary of Sprint Communications, Inc., a Kansas corporation (the "Corporation"), do hereby certify that I am a duly elected and acting Assistant Secretary of the Corporation and have access to the corporate records and minutes of the Corporation. I further certify that the Corporation is a wholly owned subsidiary of Sprint Corporation, a Delaware corporation ("Sprint").

I further certify that the entities named below are direct or indirect wholly owned subsidiaries of the Corporation and ultimately indirect wholly owned subsidiaries of Sprint:

Clear Wireless LLC, a Nevada limited liability company
Clearwire Communications LLC, a Delaware limited liability company
Clearwire Corporation, a Delaware corporation
Fixed Wireless Holdings, LLC, a Delaware limited liability company

IN WITNESS WHEREOF, I have hereunto subscribed my name this 13th day of February, 2014.



Stefan K. Schnopp
Assistant Secretary

(SEAL)

AGENDA BRIEFING

DATE: September 15, 2016

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Director of Public Works/Village Engineer

RE: Approval of a Resolution to appropriate \$517,790 in Motor Fuel Tax Funds for Construction and Construction Engineering costs associated with improvements for Indianwood Blvd (FAU 1024).

BACKGROUND/DISCUSSION:

Roadway improvements to Indianwood Blvd., from Sauk Trail to Monee Rd, are eligible for federal aid funding through the Surface Transportation Program Urban (STP-U). The STP funds for the South Suburbs are distributed through the South Suburban Mayors and Managers Association (SSMMA). The STP consists of an 80% Federal / 20% Local Agency cost participation for eligible project phases. For this project, eligible phases are Preliminary Engineering, Design Engineering, Construction and Construction Engineering.

The Village uses Motor Fuel Tax funds to meet its cost participation funding commitments. The first step in doing so requires the Board to pass a Resolution appropriating funds out of the Village's Unobligated MFT Balance for the current Phase. In this case, the current Phase will be for Construction and Construction Engineering. The funding procedures for this Phase requires the Village to fund Construction Engineering at 100% and then submit proof of payment for 80% reimbursement and for IDOT to fund 100% of Construction and then invoice the Village for 20% for eligible pay items and 100% for any non-participating pay items. For this project, there will be \$25,790 dollars of ineligible street and street name signage.

The proposed improvement is to mill and resurface Indianwood Blvd from Sauk Trail to Monee Road, remove and replace curb and gutter, driveway replacement, sidewalk improvements at intersections, structure adjustments, pavement markings, traffic control, restoration, and any other necessary items. The targeted Letting Date for this project is November 4, 2016.

The total estimated costs for this Phase are as follows:

	Federal Share 80%	Village Share 20%	Estimated Total
Construction	\$ 1,800,915	\$ 450,229	\$ 2,251,144
Non-Participating Const.	\$ 0	\$ 25,790	\$ 25,790
Construction Engr.	\$ 167,085	\$ 41,771	\$ 208,856
Total	\$ 1,968,000	\$ 517,790	\$ 2,485,790

RECOMMENDATION: Approve this Resolution to appropriate \$517,790 dollars from the Village's Motor Fuel Tax fund for Construction and Construction Engineering costs.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Special Rules meeting of September 19, 2016 for your discussion.

AGENDA BRIEFING

DATE: September 15, 2016

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Director of Public Works/Village Engineer

RE: Approval of a Local Public Agency Agreement for Federal Participation for the improvements to Indianwood Blvd (FAU 1024).

BACKGROUND/DISCUSSION:

Roadway improvements to Indianwood Blvd., from Sauk Trail to Monee Rd, are eligible for federal aid funding through the Surface Transportation Program - Urban (STP-U). The STP funds for the South Suburbs are distributed through the South Suburban Mayors and Managers Association (SSMMA). The STP consists of an 80% Federal / 20% Local Agency cost participation for eligible project phases. For this project, eligible phases are Preliminary Engineering, Design Engineering, Construction and Construction Engineering.

This item consists of an agreement between the Federal Government and the Village that outlines the cost participation commitments for Construction and Construction Engineering. The Village will use MFT funds to fund 100% of Non-Participating pay items, this consists of school and street name signage. The Village will use MFT funds to fund 100% of Construction Engineering costs and then request 80% reimbursement through the STP program. IDOT will fund 100% of Construction costs and then invoice the Village for 20% of eligible items.

The proposed improvement is to mill and resurface Indianwood Blvd from Sauk Trail to Monee Road (see attached Location Map), remove and replace curb and gutter, driveway replacement, sidewalk improvements at intersections, structure adjustment, pavement markings, traffic control, restoration, and any other necessary items. The targeted Letting Date for this project is November 4, 2016.

The total estimated costs for this Phase are as follows:

	Federal Share 80%	Village Share 20%	Estimated Total
Construction	\$ 1,800,915	\$ 450,229	\$ 2,251,144
Non-Participating Const.	\$ 0	\$ 25,790	\$ 25,790
Construction Egr	\$ 167,085	\$ 41,771	\$ 208,856
Total	\$ 1,968,000	\$ 517,790	\$ 2,485,790

RECOMMENDATION: Approve and enter into this Local Agency Agreement for Federal Participation to improve Indianwood Blvd (FAU 1024) from Monee Road (FAU 2830) to Sauk Trail (FAU 1632).

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Special Rules meeting of September 19, 2016 for your discussion.

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Village of Park Forest	X			
	Section	Fund Type		ITEP, SRTS, or HSIP Number(s)	
	14-00101-00-RS	STU			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-174-15	M-4003(450)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Indianwood Boulevard Route MUN 1024 & 1024A Length 1.0 mi.

Termini Sauk Trail to Monee Road

Current Jurisdiction LPA TIP Number 07-14-0006 Existing Structure No N/A

Project Description

HMA resurfacing; curb and gutter removal and replacement; sidewalk ramp installation; sign retro-reflectivity compliance

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	1,800,915	(*)	()	450,229	(BAL)	2,251,144
Non-Participating Construction		()	()	25,790	(100)	25,790
Preliminary Engineering		()	()		()	
Construction Engineering	167,085	(*)	()	41,771	(BAL)	208,856
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 1,968,000			\$ 517,790		\$ 2,485,790

*Maximum FHWA (STU) participation 80% not to exceed \$1,968,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

Method of Financing (State Contract Work Only)

- METHOD A---Lump Sum (80% of LPA Obligation) _____
- METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
- METHOD C---LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

(27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map.

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

John A. Ostenburg

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6006040 conducting business as a Governmental
Entity.

DUNS Number 079761573

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

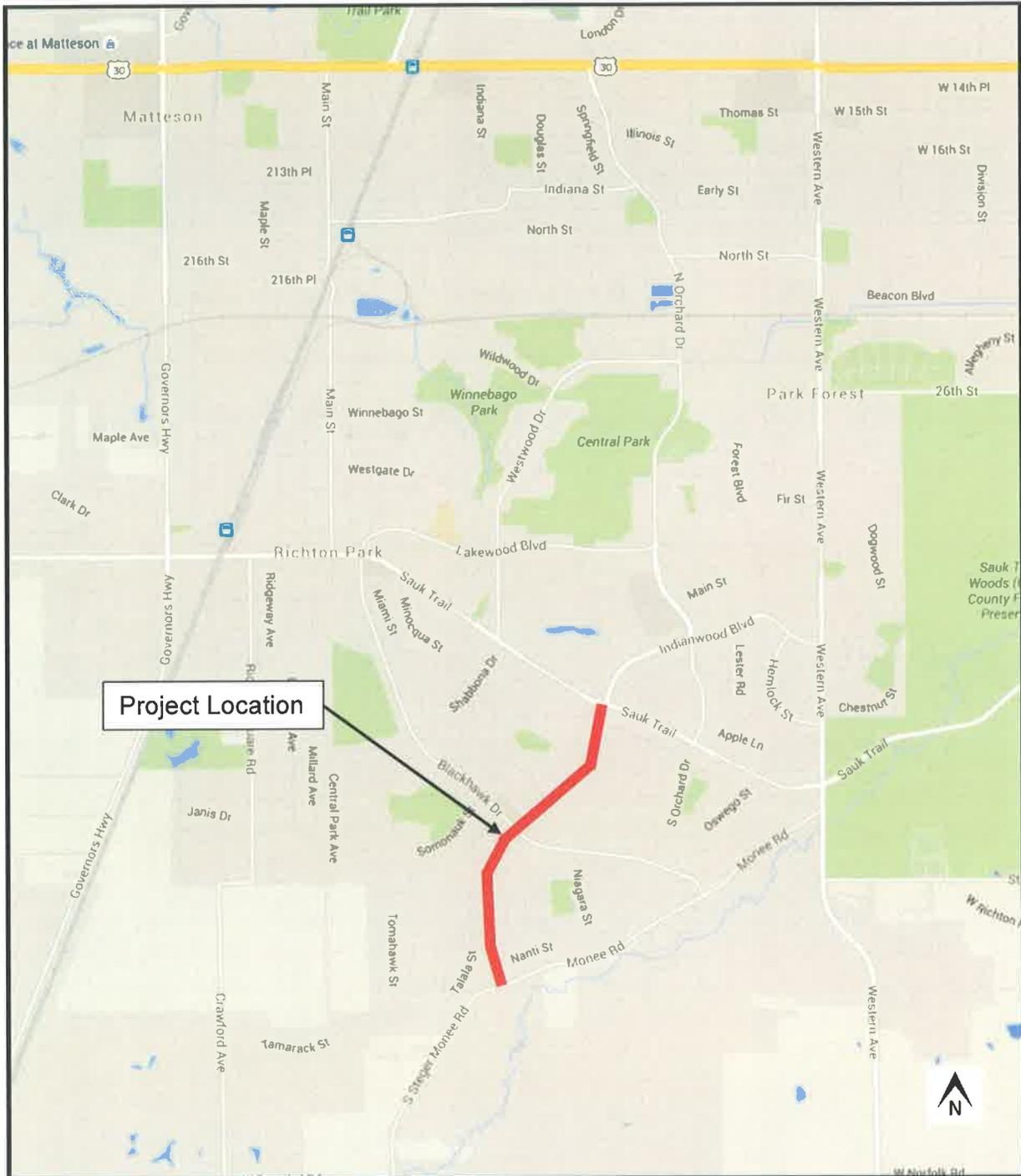
Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Location Map



**Indianwood Boulevard Resurfacing
Village of Park Forest
Section No. 14-00101-00-RS**

AGENDA BRIEFING

DATE: September 15, 2016

TO: Mayor Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Director of Public Works/Village Engineer

RE: Approval of a Construction Engineering Services Agreement for Federal Participation associated with improvements to Indianwood Blvd (FAU 1024).

BACKGROUND/DISCUSSION:

This item consists of approval of a Construction Engineering Services Agreement with Baxter and Woodman Consulting Engineers that will be eligible for federal cost participation.

This agreement will secure the Phase III Construction Engineering services as shown below. Services include construction oversight, project administration, inspections, field measurements, project coordination meetings, and other items related to this Phase.

The proposed improvement is to mill and resurface Indianwood Blvd from Sauk Trail to Monee Road, remove and replace curb and gutter, driveway replacement, sidewalk improvements at intersections, structure adjustment, pavement markings, traffic control, restoration, and any other necessary items. The targeted Letting Date for this project is November 4, 2016.

The total estimated costs for this Phase are as follows:

	Federal Share 80%	Village Share 20%	Estimated Total
Construction Egr	\$ 167,085	\$ 41,771	\$ 208,856
Total	\$ 167,085	\$ 41,771	\$ 208,856

These services will be funded 100% by the Village's Motor Fuel Tax Fund and then reimbursed 80% back by IDOT through the STP program.

RECOMMENDATION: Approve and enter into this Construction Engineering Services Agreement for Federal Participation with Baxter and Woodman Consulting Engineers in the amount not to exceed \$208,856 dollars for work associated with improvements to Indianwood Blvd. (FAU 1024).

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Special Rules meeting of September 19, 2016 for your discussion.

Local Agency Village of Park Forest	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Baxter & Woodman, Inc
County Cook & Will				Address 8840 West 192 nd Street
Section 14-00101-00-RS				City Mokena
Project No. M-4003(450)				State Illinois
Job No. C-91-174-15				Zip Code 60448
Contact Name/Phone/E-mail Address Roderick Ysaguirre/708-503-7702 rysaguirre@vopf.com				Contact Name/Phone/E-mail Address Craig Mitchell/815-444-3278 cmitchell@baxterwoodman.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor In Responsible Charge	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Indianwood Boulevard Route FAU 1024 Length 1.002mi Structure No. n/a

Termini Sauk Trail to Monee Road

Description: Project consists of variable depth HMA surface removal (depth varies), curb and gutter removal and replacement; HMA resurfacing; ADA sidewalk ramp installation; spot repairs of storm sewer; sign retro-reflectivity compliance; and miscellaneous items of work in accordance with the Plans and Special Provisions. Engineers project no. 130774.60

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Exhibit A - Construction Engineering

Route: FAU 1024 (Indianwood Boulevard)
 Local: Village of Park Forest
 (Municipality/Township/County)
 Section: 14-00101-00-RS
 Project: M-4003(450)
 Job No.: C-91-174-15

*Firm's approved rates on file with Bureau of Accounting and Auditing:
 Overhead Rate (OH) 144.80 %
 Complexity Factor (R) 0.00
 Calendar Days 60

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Fixed Fee 2 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Project Initiation									
	Sr. Eng IV	8.00	\$62.07	\$496.56	\$719.01	\$0.00	\$27.00	\$180.17	\$1,422.74
	Eng II	2.00	\$32.56	\$65.12	\$94.29	\$0.00	\$54.00	\$30.94	\$ 244.35
Construction Adm									
	Sr. Eng IV	96.00	\$62.07	\$5,958.72	\$8,628.22	\$0.00	\$151.20	\$2,137.03	\$16,875.17
	Clerical	10.00	\$26.81	\$268.10	\$388.20	\$0.00	\$0.00	\$95.16	\$ 751.46
Field Observation									
	Eng II	920.00	\$32.56	\$29,955.20	\$43,375.12	\$0.00	\$1,814.40	\$10,895.98	\$86,040.70
	Eng I	684.00	\$27.03	\$18,488.52	\$26,771.37	\$0.00	\$1,436.40	\$6,770.96	\$53,467.25
Complete Proj									
	Sr. Eng IV	24.00	\$62.07	\$1,489.68	\$2,157.05	\$0.00	\$0.00	\$528.77	\$4,175.50
	Eng II	300.00	\$32.56	\$9,768.00	\$14,144.06	\$0.00	\$283.50	\$3,508.35	\$27,703.91
	Clerical	4.00	\$26.81	\$107.24	\$155.28	\$0.00	\$0.00	\$38.06	\$ 300.58
Material Testing						\$17,874.00	\$0.00		\$17,874.00
Totals		2,048.0		\$66,597.14	\$96,432.60	\$17,874.00	\$3,766.50	\$24,185.42	\$208,855.66



Local Public Agency Resident Construction Supervisor/ In Responsible Charge

John Fortmann, PE
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

County Cook & Will
Municipality Park Forest
Section 14-00101-00-RS
Route FAU 1024 (Indianwood Blvd)
Contract No.
Job No. C-91-174-15
Project M-4003(450)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Date Signature and Title (for the Local Public Agency)

Craig Mitchell, PE
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.
For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 13-0155.
BSCE Iowa State University, 15+ years IDOT construction employee, former IDOT RE. Licensed Professional Engineer in Illinois, completed hundreds of construction projects.

8/8/2016 Vice President Construction
Date Signature of Applicant Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved Date Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency



**Illinois Department
of Transportation**

**Local Public Agency
Construction Inspector**

John Fortmann, PE
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

County	<u>Cook & Will</u>
Municipality	<u>Park Forest</u>
Section	<u>14-00101-00-RS</u>
Route	<u>FAU 1024 (Indianwood Blvd)</u>
Contract No.	<u></u>
Job No.	<u>C-91-174-15</u>
Project	<u>M-4003(450)</u>

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved 8/8/2016
Date

Vice President, Construction
Signature and Title of Resident Construction Supervisor

Kylie Lauterbach
Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.
For Consultants Employees: Documentation of Contract Quantities certificate number is 16-11288.
BSCE Bradley University, completed numerous Federal documentation projects.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved _____
Date

Signature and Title of In Responsible Charge from BC-775

Village of Park Forest
Cook & Will County
14-00101-00-RS
M-4003(450)
C-91-174-15

Indianwood Blvd
FAU 1024

Explanation of In-House Direct Costs:

Mileage:

-Sr. Eng IV - 330 mi. @ \$0.54/mi	= \$ 178.20
-Eng II - 3,985 mi. @ \$0.54/mi	= \$2,151.90
-Eng I - 2,660 mi. @ \$0.54/mi	= <u>\$1,436.40</u>
TOTAL = \$3,766.50	



600 Territorial Drive, Suite G, Bolingbrook, IL 60440 Ph.: (630) 754-8700 Fax: (630) 754-8705

Village of Park Forest - Indianwood Blvd.

Section: 14-00101-00-RS

Client: Baxter & Woodman

Attn: Mr. Craig Mitchell

FIELD TESTING FULL DAY RATE (Upto to 8 Hrs) - Weekdays

No.	Item Description	Rates	Trips	Totals
1	Soils/Aggregate/Concrete/Asphalt Field Technician (IDOT Certified) at \$105/Hour	\$ 840.00	7.00	\$ 5,880.00
2	Vehicle Cost	\$ 65.00	7.00	\$ 455.00
3	Reports (Per Trip)	\$ 95.00	7.00	\$ 665.00
		\$ 1,000.00	21.00	\$ 7,000.00

FIELD TESTING HALF DAY RATE (Upto to 4 Hrs) - Weekdays

No.	Item Description	Rates	Trips	Totals
1	Soils/Aggregate/Concrete/Asphalt Field Technician (IDOT Certified) at \$105/Hour	\$ 420.00	6.00	\$ 2,520.00
2	Vehicle Cost	\$ 65.00	6.00	\$ 390.00
3	Reports (Per Trip)	\$ 95.00	6.00	\$ 570.00
		\$ 580.00	18.00	\$ 3,480.00

Other Unit Costs

No.	Item Description	Rates	No	Totals	
1	Project Management (Meetings, Issues)	Each Hour	\$120.00	6.0	\$720.00
2	Nuclear Gauge Rental	Each Day	\$45.00	5.0	\$225.00
3	Sample/Cylinder Pick-up	Each Trip	\$100.00	7.0	\$700.00
4	Cylinder Compressive Strength (6" x 12")	Each Cylinder	\$28.00	28.0	\$784.00
5	Cylinder Compressive Strength (4" x 8")	Each Cylinder	\$18.00	0.0	\$0.00
6	Atterberg Limits	Each Sample	\$125.00	0.0	\$0.00
7	Hydrometer	Each Sample	\$175.00	0.0	\$0.00
8	Washed Aggregate Gradation	Each Sample	\$150.00	4.0	\$600.00
9	PGE Gradation	Each Sample	\$350.00	1.0	\$350.00
10	Standard Proctor	Each Sample	\$175.00	1.0	\$175.00
11	Modified Proctor	Each Sample	\$200.00	0.0	\$0.00
12	Hot-Mix-Asphalt (HMA) Air Voids (2 Gmm & 2 Gmb) & AC Content by Extraction	Each Sample	\$700.00	4.0	\$2,800.00
13	Core Analysis (Density & Thickness) Single Core	Each Core	\$65.00	16.0	\$1,040.00
				\$7,394.00	

TOTAL \$ **17,874.00**

Notes:

- 1 Soils/Aggregate/HMA samples and Concrete Cylinders will be tested at Interra's Laboratory in Bolingbrook, IL
- 2 All times are portal to portal.
- 3 Above mentioned unit rates are applicable till Dec 31, 2016.
- 4 Saturday's and OT (exceeding 8 hr son Weekdays) will be charged at \$140.00 / hr for the Field Technician.
- 5 Minimum (Show -up) time will be charged at \$ 225/day, in case of same day cancellations.
- 6 Union field technician (Local 150) will be provided on the job.

Terms & Conditions:

Client recognizes that prompt payment is a material element of the consideration that Interra requires to perform the Client shall pay Interra the full invoice amount of the invoice within 30 days from the date of invoice. If this proposal and Terms & Conditions are acceptable to you please sign & return a copy for our files.

Accepted by: _____ Printed Name & Title _____

Company: _____ Date: _____

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES
PARK FOREST, IL

Village Hall

7:00 p.m.

September 19, 2016

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager

Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: 1. A Motion to Approve the Minutes of the Regular Meeting of February 17, 2014, the Minutes of the Rules Meeting of March 24, 2014, the Minutes of the Regular Meeting of March 24, 2014, the Minutes of the Special Rules Meeting of May 5, 2014, the Minutes of the Rules Meeting of May 5, 2014, the Minutes of the Regular Meeting of May 19, 2014, the Minutes of the Special Rules Meeting of June 16, 2014, the Minutes of the Regular Meeting of June 16, 2014, the Minutes of the Rules Meeting of June 23, 2014, the Minutes of the Regular Meeting of June 23, 2014, the Minutes of the Rules Meeting of February 22, 2016, the Minutes of the Regular Meeting of February 22, 2016, the Minutes of the Executive Session of February 22, 2016, the Minutes of the Special Rules Meeting of June 20, 2016, the Minutes of the Regular Meeting of June 20, 2016, the Minutes of the Executive Session of June 20, 2016, the Minutes of the Regular Meeting of July 18, 2016, the Minutes of the Rules Meeting of August 8, 2016, the Minutes of the Regular Meeting of August 15, 2016 and the Minutes of the Saturday Rules Meeting of September 10, 2016
2. Resolution: A Resolution Celebrating National Hispanic Heritage Month
3. Resolution: A Resolution Honoring Stephen Lloyd for His Long and Distinguished Service as Member and Chair of the Board of Fire and Police Commissioners
4. Motion: A Motion to Authorize a Contract for Maintenance of Well No 5

OVER

DEBATABLE:

5. Ordinance: An Ordinance Adopting the Prevailing Wage Standards in the Village of Park Forest, Cook County and Will County, Illinois (Final Reading)
6. Ordinance: An Ordinance Amending the Will-Cook Enterprise Zone Boundary, Map and Legal Description (Final Reading)
7. Ordinance: An Ordinance Authorizing the Donation of a Property at 238 Arrowhead Street to the South Suburban Land Bank and Development Authority (First Reading)
8. Ordinance: An Ordinance Authorizing the Donation of a Property at 243 Allegheny Street to the South Suburban Land Bank and Development Authority (First Reading)
9. Ordinance: An Ordinance Authorizing the Donation of a Property at 250 Allegheny Street to the South Suburban Land Bank and Development Authority (First Reading)

Adjournment

NOTE: Copies of 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.

MOTIONS

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

1. A Motion to Approve the Minutes of the Regular Meeting of February 17, 2014, the Minutes of the Rules Meeting of March 24, 2014, the Minutes of the Regular Meeting of March 24, 2014, the Minutes of the Special Rules Meeting of May 5, 2014, the Minutes of the Rules Meeting of May 5, 2014, the Minutes of the Regular Meeting of May 19, 2014, the Minutes of the Special Rules Meeting of June 16, 2014, the Minutes of the Regular Meeting of June 16, 2014, the Minutes of the Rules Meeting of June 23, 2014, the Minutes of the Regular Meeting of June 23, 2014, the Minutes of the Rules Meeting of February 22, 2016, the Minutes of the Regular Meeting of February 22, 2016, the Minutes of the Executive Session of February 22, 2016, the Minutes of the Special Rules Meeting of June 20, 2016, the Minutes of the Regular Meeting of June 20, 2016, the Minutes of the Executive Session of June 20, 2016, the Minutes of the Regular Meeting of July 18, 2016, the Minutes of the Rules Meeting of August 8, 2016, the Minutes of the Regular Meeting of August 15, 2016 and the Minutes of the Saturday Rules Meeting of September 10, 2016
2. MOVED, that the Mayor and Board of Trustees adopt A Resolution Celebrating National Hispanic Heritage Month
3. MOVED, that the Mayor and Board of Trustees adopt A Resolution Honoring Stephen Lloyd for His Long and Distinguished Service as Member and Chair of the Board of Fire and Police Commissioners
4. MOVED, that the Manager is authorized to contract with Municipal Well and Pump, Waupun, WI for maintenance of well #5 in the amount of \$38,774.00 with a 25% contingency not to exceed \$48,467.50.

September 19, 2016

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
February 17, 2014
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Trustee Mae Brandon, Trustee JeRome Brown (7:01 p.m.), Trustee Gary Kopycinski, Trustee Robert McCray, Trustee Georgia O'Neill, Trustee Theresa Settles

ABSENT: Mayor Ostenburg

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Manager/Finance Director Mary Dankowski, Police Chief Cliff Butz, Director of Recreation and Parks Rob Gunther, Director of Public Health Jenise Ervin, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Director of Public Works Roderick Ysaguirre,

RECORDER: Village Clerk Sheila McGann

Roll Call

Meeting was called to order at 7:00 p.m. by Mayor Pro Tem Brandon. Roll was called by Clerk McGann. In the absence of the Mayor, the Clerk appointed Trustee Mae Brandon Mayor Pro Tem and led the Board and the audience in the pledge of allegiance.

Pledge of Allegiance

Reports of Village Officers

Mayor

Mayor Pro Tem Brandon reported several upcoming events.

Village Attorney

None

Village Manager

Manager Mick reported on a number of Village events.

Village Clerk

No Report

Reports of Commission Liaisons and Committee Chairpersons

Board Liaisons to various Commissions reported on upcoming meetings and events.

Citizens Comments, Observations, Petitions (Limited to 5 Minutes)

None

Motion: Approval of Consent

CONSENT:

Mayor Pro Tem Brandon called for a motion to approve the consent agenda. The consent agenda included the following items:

- 1. MOVED, that the Mayor and Board of Trustees Approve the Minutes of the March 8, 2010 Regular Meeting, the Minutes of the March 22, 2010 Rules Meeting, the Minutes of the March 22, 2010 Regular meeting, the Minutes of the Rules Meeting of November 25, 2013, the Minutes of the Regular Meeting of November 25, 2013, the Minutes of the Joint Meeting of the Park Forest Library Board and the Park Forest Board of Trustees on December 7, 2013; the Special Rules Meeting of February 1, 2014**
- 2. MOVED, that the Mayor and Board of Trustees approve a Resolution Recognizing and Thanking Hernan Maldonado for His Dedicated Service to the Village of Park Forest**
- 3. MOVED, that the Mayor and Board of Trustees approve A Resolution to Appropriate \$59,500 in Motor Fuel Tax Funds for Preliminary Engineering Costs Associated with Streetscape Improvements along US 30/Lincoln Highway.**
- 4. MOVED, that the Manager is authorized enter into an Engineering Services Agreement for Engineering Services Associated with Illinois Transportation Enhancement Program (ITEP) Streetscape Improvements along US 30/Lincoln Highway**
- 5. MOVED, that the Mayor is authorized to enter into a Local Agency Agreement For Federal Participation for Star Disposal to pursue grant funding for its continued transition to compressed natural gas facilities and fleet inventory.**

Approval of the consent agenda was moved by Trustee McCray and seconded by Trustee Brown. Mayor Pro Tem Brandon asked if there were any items that anyone wished removed from the consent agenda for further discussion. On the motion to approve the consent agenda, a roll call vote called by Clerk McGann. The consent agenda was approved with the following results:

Ayes: 6
Nays: 0
Absent: 1

The consent agenda was approved with six (6) ayes, no (0) nays and one (1) absent.

Adjournment

This concluded the Regular Board meeting.

There being no further business. Mayor Pro Tem Brandon called for a motion to adjourn. Motion was made by Trustee McCray, seconded by Trustee Kopycinski and passed unanimously.

Mayor Pro Tem Brandon adjourned the Regular Board meeting at 7:48 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Committee Meeting

March 24, 2014

Village Hall 7:00 p.m.

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown, Trustee Georgia O'Neill, and Trustee Theresa Settles

ABSENT: Trustee Gary Kopycinski

STAFF IN ATTENDANCE: Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Felicia Frazier, Deputy Chief of Police Pete Green, Director of Public Health Jenise Ervin, Director of Public Relations Jason Miller, Director of Economic Development and Planning Hildy Kingma, Director of Parks and Recreation Rob Gunther, Director of Public Works Roderick Ysaguirre, Sustainability Coordinator Sarah Coulter

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: None

Roll Call

Meeting was called to order at 7:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann. Mayor Ostenburg led the Board and the audience in the pledge of allegiance.

Mayor's Comments

Mayor Ostenburg postponed the reports until the Regular meeting tonight.

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

None

Presentation of the STAR Community Leadership Program

Mayor Ostenburg said that the STAR Community Rating System is the first national framework to measure sustainability at the city or county scale and provide a tracking system to help local government measure progress towards achieving community sustainability goals.

In January 2014, STAR Communities announced 20 U.S. cities, towns, and counties that were selected to participate in the [2014 Leadership STAR Community Program](#). With extensive support from STAR Communities staff, the Leadership STAR Communities will work through the [STAR Community Rating System](#) together with the goal of becoming certified sustainable communities.

Through this program, local governments will gain a deep understanding of their community's strengths and needs to support current and future generations as they gather and collect information required for certification. Once certified, communities will receive national recognition for their local efforts.

The Village of Park Forest has been selected to participate in this inaugural Leadership STAR Communities Program. Working with various municipal departments as well as community groups, the Village will collect data to demonstrate its community-wide sustainability efforts in several goal areas.

By participating in this program, the Village of Park Forest will demonstrate continued commitment to local sustainability, improve transparency and accountability while showcasing results, build and strengthen partnerships within government and within the community, receive national recognition for leadership and achievements and gain competitive advantage and attract funding

At the end of this process, the public will have a comprehensive, holistic view of successes gained from years of sustainability efforts made by staff, leaders and groups in the community. They will also see which challenges we still face and where the Village and public can collaborate to make further strides in community resilience and sustainability.

Mayor Ostenburg and Sustainability Coordinator Sarah Coulter answered questions from the Board.

Awarding the Annual Contracts for Water Treatment Chemicals

Manager Mick called on Public Works Director Ysaguirre who reviewed the purchase contract for water treatment chemicals. Director Ysaguirre explained the chemicals, how they are used and price points.

Manager Mick added that the recommendation from staff is to contract with Viking Chemical for the hydrofluosilicic acid and the sodium chloride (salt), with Continental Carbonic Products, Inc. for bulk carbon dioxide and with Brenntag Mid-South, Inc. for bulk soda ash. He said that each contract will have a 25% contingency, if needed.

Mayor Ostenburg asked if there were any questions. Hearing none, this item will be on the Regular agenda tonight for approval.

Extension of Annual Contract for Removal and Disposal of Lime Residuals

Manager Mick called on Public Works Director Roderick Ysaguirre who reviewed the bidding history on this contract. He noted the original contract was approved on March 27, 2012 and that the contract was written for a one-year period, with the option of four,

one-year extensions. He said this is the second contract extension and will be in effect for a one-year period, beginning May 1, 2014 and ending April 30, 2015.

Director Ysaguirre said the renewal price adjustments are based on the Consumer Price Index. The Consumer Price Index statistics which were provided by the Village's Finance Department, shows a 1.5% increase for 2014. According to the terms of the contract, both parties are in agreement with the proposed increase.

Director Ysaguirre answered general questions about the process. Mayor Ostenburg said this item will be on the Regular agenda tonight for approval.

A Resolution to Approve Motor Fuel Tax Maintenance and Municipal Maintenance Cost Estimate for Fiscal Year 2015

Manager Mick noted that the Illinois Department of Transportation requires that every municipality submit a Municipal Estimate of Maintenance Costs form, and a Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code, form, to appropriate Motor Fuel Tax Funds (MFT) for various day labor and contractual maintenance costs for the Village's maintenance year/fiscal year.

The upcoming fiscal year's Maintenance Resolution is in the amount of \$565,128.10.

Director Ysaguirre answered general questions about the process. Mayor Ostenburg said this item will be on the Regular agenda tonight for approval.

An Ordinance Amending Ordinance No. 1985 Adopting the Annual Budget for the Year Commencing July 1, 2013 and Ending June 30, 2014

Mayor Ostenburg said that halfway through the fiscal year, expenses and revenues are analyzed and this analysis was presented to the Board at the six month review on February 15, 2014. Deputy Manager/Finance Director Mary Dankowski said that 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.

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 in 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.

Ms. Dankowski reviewed those expenditures that were assigned at June 30, 2013 in the General Fund. These items will be (or were) spent in Fiscal 2014.

Ms. Dankowski reviewed encumbrances for various departments.

Manager Mick noted that in the previous discussion, operating revenues and expenditures have stabilized. A number of capital projects including Lester resurfacing, the salt dome, Finance, HR and Inspection software and Route 30 Streetscape will be a major focus through 2013/2014.

Finance Director Dankowski answered questions from the Board. Mayor Ostenburg said this item will be on the Regular agenda tonight for approval.

A Resolution Adopting Fiscal Policies for the 2014/2015 Fiscal Year Budget

Manager Mick called on Deputy Manager/Finance Director Mary Dankowski who reported on setting fiscal policies. She said that one of the basic requirements of the Distinguished Budget Award program is that the budget must contain Fiscal Policies. These policies are contained in the Budget Message section of the budget.

Manager Mick said that it has been traditional for the Board to adopt the Fiscal Policies by way of a resolution. Many of the basic policies carry over from year-to-year. Those that are subject to change annually are those that relate to the cap on departmental expenses, salary increases, water/sewer and other rates and policies related to borrowing.

There was general discussion and Mayor Ostenburg said this item will be on the Regular agenda tonight for approval.

There being no further business. Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kopycinski, seconded by Trustee O'Neill and passed unanimously by roll call vote.

Mayor Ostenburg adjourned the Rules committee meeting at 7:58 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Regular Meeting

March 24, 2014

Village Hall 7:00 p.m.

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown, Trustee Robert McCray, Trustee Georgia O'Neill, Trustee Theresa Settles

ABSENT: Trustee Kopycinski

STAFF IN ATTENDANCE: Attorney Sara Gallagher, Deputy Manager/Finance Director Mary Dankowski, Assistant to the Village Manager Denyse Carreras, Fire Chief Bruce Ziegler, Deputy Police Chief Pete Green, Health Department Nursing Supervisor Margaret Lewis, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Public Works Roderick Ysaguirre,

RECORDER: Village Clerk Sheila McGann

Roll Call

Meeting was called to order at 7:58 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann. Mayor Ostenburg led the Board and the audience in the pledge of allegiance.

Pledge of Allegiance

Reports of Village Officers

Mayor

Mayor Ostenburg reported several upcoming events.

Village Attorney

None

Village Manager

Deputy Manager Dankowski reported on a number of Village events.

Village Clerk

No Report

Reports of Commission Liaisons and Committee Chairpersons

Board Liaisons to various Commissions reported on upcoming meetings and events.

Citizens Comments, Observations, Petitions (Limited to 5 Minutes)

None

Motion: Approval of Consent

CONSENT:

Mayor Ostenburg called for a motion to approve the consent agenda. The consent agenda included the following items:

1. MOVED, that the Manager is authorized to contract with Viking Chemical Company for hydrofluosilicic acid) in the amount of \$13,080 with a 25% contingency for a total amount of \$16,350; sodium chloride (salt) in the amount of \$15,780 with a 25% contingency for a total amount of \$19,725; contract with Continental Carbonic Products, Inc. for bulk carbon dioxide in the amount of 25,920 with a 25% contingency for a total amount of \$32,400 and with Brenntag Mid-South, for bulk soda ash in the amount of \$333,667.44 with a 25% contingency for a total amount of \$417,084.

2. MOVED, that the Manager is authorized to enter into a Renewal Agreement for removal and disposal of lime residuals with Stewart Spreading, Inc. of Sheridan, IL in an amount not to exceed \$204,124.

3. MOVED, that the Mayor and Board of Trustees adopt a Resolution to Approve Motor Fuel Tax Maintenance and Municipal Maintenance Cost Estimate for Fiscal Year 2015

4. MOVED, that the Mayor and Board of Trustees adopt a resolution adopting fiscal policies for the 2014/2015 fiscal year budget.

5. MOVED, that the Mayor and Board of Trustees appoint Larry Howard, 13 Bigelow to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint Sandy Isaac, 66 Fir Street to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint Al Sturges, 6 Chestnut Court to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint Erica Walker, 312 Jackson to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint Shanna Mitchell, 147 Blackhawk to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint Claudette Hall, 8 Chestnut Court to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint Kevin Headley, 226 Fir to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint Tyron Foston, 123 Forest to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint Nick Christie, Park Forest Public Works Department to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint Rob Gunther, Park Forest Recreation & Parks Department to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint Margaret Lewis, Park Forest Health Department to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint Hildy Kingma, Park Forest Economic Development Department to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint Christopher Mannino, Park Forest Police Department to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint David Atkins, 151 Main Street to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees appoint Danielle Gladstone, 45 Cedar to the Ad-hoc Advisory Committee for the Development of a Bike and Pedestrian Plan for a term to expire December 31, 2014.

Approval of the consent agenda was moved by Trustee McCray and seconded by Trustee Brown. Mayor Ostenburg asked if there were any items that anyone wished removed from the consent agenda for further discussion. On the motion to approve the consent agenda, a roll call vote called by Clerk McGann. The consent agenda was approved with the following results:

Ayes: 6
Nays: 0
Absent: 1

The consent agenda was approved with six (6) ayes, no (0) nays and one (1) absent.

DEBATABLE:

**An Ordinance Authorizing Renewal of an Electricity Aggregation Program
(First Reading)**

Mayor Ostenburg said this item has had first reading and will be discussed at the next Rules Meeting

**An Ordinance Amending Ordinance No. 1985 Adopting the Annual Budget for the
Year Commencing July 1, 2013 and Ending June 30, 2014 (Final Reading)**

Mayor Ostenburg said this item has had discussion at a previous Board meeting. He asked if there were any further questions. Hearing none, he called for a motion to adopt at final reading. Trustee Settles moved, Trustee McCray seconded that the ordinance be adopted at final reading.

A roll call vote was taken with the following results:

Ayes: 6
Nays: 0
Absent: 1

The ordinance was approved with six (6) ayes, no (0) nays and one (1) absent.

Adjournment

This concluded the Regular Board meeting.

There being no further business. Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee McCray, seconded by Trustee Brown and passed unanimously.

Mayor Ostenburg adjourned the Regular Board meeting at 8:45 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Special Rules Meeting

May 5, 2014

Village Hall 5:30 p.m.

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown , Trustee Gary Kopycinski, Trustee Robert McCray, Trustee Georgia O’Neill, and Trustee Theresa Settles

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: None

Roll Call

Meeting was called to order at 5:30 p.m. Roll was called by Clerk McGann.

Mayor Ostenburg asked for a motion to adjourn to Executive Session. Trustee Brandon moved, Trustee O’Neill seconded that the meeting be adjourned to executive session for the purpose of discussing litigation.

A roll call vote was taken with the following results:

Ayes: 7
Nay: 0
Absent: 0

With seven (7) ayes, no (0) nays and no (0) absent the motion is approved.

The meeting was adjourned to Executive Session at 5:31 p.m.

Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Meeting

May 5, 2014

Village Hall 7:00 p.m.

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown 7:21 p.m.), Trustee Gary Kopycinski, Trustee Robert McCray, Trustee O'Neill and Trustee Theresa Settles

ABSENT: None

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Felicia Frazier, Fire Chief Bruce Ziegle, Deputy Police Chief Pete Green, Director of Public Health Jenise Ervin, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Director or Parks and Recreation Rob Gunther, Director of Public Works Roderick Ysaguirre, Stephanie Masson, Assistant Finance Director

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: None

Roll Call

Meeting was called to order at 7:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Mayor's Comments

Mayor Ostenburg commented on events and meetings he had attended.

Manager's Comments

Manager Mick reported on upcoming Village events and activities.

Trustee's Comments

Trustees reported on upcoming Commission meetings and activities.

Attorney's Comments

No report

Clerk Comments

No Report

Audience to Visitors

None

Fiscal Year 2014/2015 Budget Introduction

Manager Mick reported that the draft fiscal year 2014/2015 budget was distributed April 30, 2014. He said the overview will focus on the budget process, schedule, format and key points.

Deputy Manager/Finance Director Mary Dankowski said the budget, as presented, is balanced with the use of a portion of the General Fund balance. Board goals established and initiated with the 2013 tax levy, of economic development, infrastructure maintenance, marketing and sustainability are included in the Budget presented. She reviewed financial challenges:

1. Identifying and assessing core vs. non-core services utilizing the triple bottom line approach;
2. controlling major expenditure categories and revenue enhancements;
3. submitting documentation and making changes that would allow for Park Forest to receive the STAR Community designation;
4. Internal improvements - Upgrading technology through the installation of a comprehensive ERP Software Package (Enterprise Resource Planning) / Undertaking a salary study / Tracking and documenting a Five Year Goal Implementation Plan;
5. Village infrastructure and maintenance and Continuation and Resolution of new initiatives.

Ms. Dankowski review the 2014/2015 5-year strategic vision Board goals:

1. Generate Economic and Business sustainability for the Village.
2. Create an Infrastructure capital plan that is flexible in dealing with trouble spots.
3. Develop a renewed, contemporary youth program.
4. Improved Code Compliance based on existing studies and innovative solutions.
5. Fiscal and Service sustainability based on the triple bottom line concept.
6. Sustain the Village's role as a catalyst for innovative change in the region.

Manager Mick noted the dates for the upcoming budget discussion meetings and added that all review sessions were open to the public. He said copies of the entire budget have been forwarded to the Park Forest Public Library and available for review at Village Hall.

An Ordinance Authorizing the Acquisition of a Property at 225 Allegheny Street

Manager Mick said that the property at 225 Allegheny Street will be transferred to the South Suburban Land Bank and Development Authority by its current owner, Freddie Mac, within the next week. Director of Economic Development Hildy Kingma said the Land Bank is acquiring this property, at the cost of \$1,426.00, with the purpose of transferring title immediately to the Village of Park Forest as part of the Village's plans for redevelopment in the Eastgate neighborhood. The Village's costs for acquiring the property will be \$3,296, which includes the purchase price, plus legal and closing costs incurred by the Land Bank. Property taxes are paid to date on this property.

Ms. Kingma further reported that the house on this property was demolished in December 2013 with State of Illinois CDBG-IKE Program funds. Acquisition of this property is

consistent with the land banking/redevelopment goals for the Eastgate neighborhood outlined in the *Strategic Plan for Land Use and Economic Development* and the *Homes for a Changing Region* housing policy plan.

Manager Mick said that the Village Attorney prepared the attached Ordinance and is reviewing the Real Estate Contract. The Attorney has noted that any revisions potentially required for the Contract will be made prior to Rules discussion and Final Reading.

Ms. Kingma responded to questions from the Board. Mayor Ostenburg asked if there were any other questions, hearing none, he said this item will be on the next Regular meeting agenda for approval.

An Ordinance Authorizing the Acquisition of a Property at 262 Allegheny Street

Manager Mick said that the property at 262 Allegheny Street will be transferred to the South Suburban Land Bank and Development Authority by its current owner, Fannie Mae, within the next week. Ms. Kingma added that the Land Bank is acquiring this property, at the cost of \$1.00, with the purpose of transferring title immediately to the Village of Park Forest as part of the Village's plans for redevelopment in the Eastgate neighborhood. The Village's costs for acquiring the property will be \$1,870, which includes the \$1.00 purchase price, plus legal and closing costs incurred by the Land Bank. Property taxes are paid to date on this property.

Ms. Kingma said that the house on this property was demolished in April 2012 with Cook County Neighborhood Stabilization Program funds. Acquisition of this property is consistent with the land banking/redevelopment goals for the Eastgate neighborhood outlined in the *Strategic Plan for Land Use and Economic Development* and the *Homes for a Changing Region* housing policy plan.

Manager Mick said that the Village Attorney prepared the attached Ordinance and is reviewing the Real Estate Contract. The Attorney has noted that any revisions potentially required for the Contract will be made prior to Rules discussion and Final Reading.

Ms. Kingma responded to questions from the Board. Mayor Ostenburg asked if there were any other questions, hearing none, he said this item will be on the next Regular meeting agenda for approval.

Enterprise Resource Planning (ERP Consultant Selection)

Manager Mick explained that Village staff has been researching technology upgrades for several departments over the past two years. This research was precipitated by many factors. First, the Village auditors reported that the safeguards allowable with the current financial software were lacking in the area of password protection. Second, the company providing and supporting the inspection software used by the Community Development Department was going out of business. Third, Human Resources, including personnel and timekeeping, has a very manual system with paper records and processes. And finally, efficiencies in financial reporting, timekeeping, inspections and business licensing, among other areas could be improved with an upgraded system.

Assistant Finance Director Stephanie Masson said that this analysis indicated that an ERP (Enterprise Resource Planning) software package would be able to incorporate all the targeted functions and provide efficiencies and information sharing, not currently available. The system sub-committee consisting of the Finance Director, Assistant Finance Director, Director of Personnel and the IT Administrator with input from Business Licensing and Code Enforcement determined that evaluating the best provider of such a broad based system would require some outside expertise.

Ms. Dankowski said the ERP Steering Committee has completed its interviews of three potential ERP consultants and recommends to the Village Board that Plante Moran be selected to lead the Village in the ERP selection process. The cost of this service is \$57,825 which is within budget and represents 9.6% of the total ERP System budget.

Ms. Dankowski said that the Village budgeted to replace the existing Harris MSI (MSI) system with a new Enterprise Resource Planning (ERP) system. ERP is business process management software that allows an organization to use a system of integrated applications to manage the business and automate back office functions. MSI modules currently in use include: Cash Receipts, General Ledger, Budget Planning, Accounts Receivable/Payable, Business License, Utility Billing, Payroll and Job Costing. The current ERP has been in place since the early 1990s. MSI is based on the COBOL language and not the current sequel server technology. Harris MSI continues to support their software but is no longer developing enhancements.

Ms. Dankowski add that the Village has budgeted \$600,000 for the purchase of a new ERP through prior year encumbrances of \$400,000 and an additional \$200,000 budgeted in Fiscal 2015.

The budget includes the hiring of a consultant to assist the Village with the ERP selection process. The consultant would provide assistance in (1) assessing ERP needs, (2) preparing specifications and RFP document, (3) evaluating vendors, and (4) assisting with contract negotiations.

Assistant Finance Director Stephanie Masson reviewed the key components of their work, which will take place over a period of 7-9 months.

Ms. Dankowski said that Staff recommends that the Board select Plante Moran to lead the Village in the ERP selection process at a cost not to exceed \$57,825, based on the proposal submitted by Plante Moran. The letter of agreement is still being crafted, so it is requested that the Village Manager be authorized to execute the agreement once it is reviewed and compliant with all terms stated and insurance requirements.

Following discussion, Mayor Ostenburg said that this item will be on the next Regular agenda for approval.

Acquisition of One 2015 Ford Utility SUV Police Interceptor

Manager Mick called on Deputy Police Chief Green who reported that the 2013/2014 Police Department budget includes \$96,000.00 in funds for the replacement of three police squad cars. Terry's Ford in Peotone is matching the price for the State purchasing

bid cost and is slightly lower than the CMS/Joint Purchasing. He said staff is very pleased with the four Police Utility Interceptors previously purchased. The total amount for the vehicle is \$26,400. This price leaves sufficient funds for converting and detailing the vehicle within the total budget. This is the second squad to be purchased during this budget year.

There being no further business. Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kopycinski, seconded by Trustee O'Neill and passed unanimously by roll call vote.

Following discussion, Mayor Ostenburg said that this item will be on the next Regular agenda for approval.

Mayor Ostenburg adjourned the Rules meeting at 8:22 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
May 19, 2014
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Trustee Mae Brandon, Trustee JeRome Brown, Trustee Robert McCray (7:07 p.m.), Trustee Georgia O'Neill, Trustee Theresa Settles

ABSENT: Mayor John Ostenburg, Trustee Kopycinski

STAFF IN ATTENDANCE: Deputy Manager/Finance Director Mary Dankowski, Deputy Police Chief Pete Green, Fire Chief Bruce Ziegler, Director of Recreation and Parks Rob Gunther, Health Department Director Jenise Ervin (7:25 p.m.), Director of Public Relations Jason Miller, Director of Public Works Roderick Ysaguirre, Sustainability Coordinator Sarah Coulter

RECORDER: Village Clerk Sheila McGann

Roll Call

Roll was called by Clerk McGann. In the absence of Mayor Ostenburg, Clerk McGann appointed Senior Trustee Mae Brandon as Mayor Pro Tem. Mayor Pro Tem Brandon led the Board and the audience in the pledge of allegiance.

Reports of Village Officers

Mayor

No Report

Village Attorney

None

Village Manager

Deputy Manager Dankowski reported on a number of Village events.

Village Clerk

No Report

Reports of Commission Liaisons and Committee Chairpersons

Trustee Liaisons to Commissions updated the Board on ongoing projects and upcoming meetings.

Citizens Comments, Observations, Petitions (Limited to 5 Minutes)

None

Motion: Approval of Consent

CONSENT:

Mayor Pro Tem Brandon called for a motion to approve the consent agenda. The consent agenda includes the following items:

1. MOVED, that the Mayor and Board of Trustees Approve the Minutes of the Special Rules Meeting of May 7, 2014.

2. MOVED, that the Manager is authorized to execute a contract with Plante & Moran, PLLC to provide Enterprise Resource Planning Consulting Services in the amount not to exceed \$57,825.

3. MOVED, that the Manager is authorized to purchase a 2015 Ford Utility SUV Police Interceptor from Terry Lincoln-Mercury of Peotone, IL in the amount of \$26,400.00.

Approval of the consent agenda was moved by Trustee O'Neill and seconded by Trustee Brown. Mayor Pro Tem Brandon asked if there were any items that anyone wished removed from the consent agenda for further discussion. On the motion to approve the consent agenda, a roll call vote called by Clerk McGann. The consent agenda was approved with the following results:

Ayes: 5

Nays: 0

Absent: 2

The consent agenda was approved with five (5) ayes, no (0) nays and two (2) absent.

DEBATABLE:

4. An Ordinance Amending Chapter 42 – Fire Prevention and Protection, Section 42-14 Rates and Levels of Fire Service (First Reading)

Mayor Pro Tem Brandon said that this item has had first reading and will be on the next Rules Meeting agenda for discussion.

5. Ordinance: An Ordinance Amending Chapter 42– Fire Prevention and Protection; Article V Specialized Rescue Team Expense Recovery; Section 42-136 – Definitions; Section 42-139 – Control of risks that may lead to a specialized rescue team response; Section 42-140 (First Reading)

Mayor Pro Tem Brandon said that this item has had first reading and will be on the next Rules Meeting agenda for discussion.

6. An Ordinance Amending Chapter 42-Fire Prevention and Protection (Fire Alarm Fees) (First Reading)

Mayor Pro Tem Brandon said that this item has had first reading and will be on the next Rules Meeting agenda for discussion.

7. An Ordinance Authorizing the Acquisition of a Property at 225 Allegheny Street (Final Reading)

Mayor Pro Tem Brandon asked if there were any questions. Hearing none, he asked for a motion to adopt the ordinance at final reading. Trustee O'Neill moved, Trustee Settles seconded that the ordinance be adopted.

A roll call vote was taken with the following results:

Ayes: 5

Nay: 0

Absent: 2

With five (5) ayes, no (0) nays and two (2) absent the ordinance was adopted.

8. An Ordinance Authorizing the Acquisition of a Property at 262 Allegheny Street (Final Reading)

Mayor Pro Tem Brandon asked if there were any questions. Hearing none, he asked for a motion to adopt the ordinance at final reading. Trustee O'Neill moved, Trustee Brown seconded that the ordinance be adopted.

A roll call vote was taken with the following results:

Ayes: 5

Nay: 0

Absent: 2

With five (5) ayes, no (0) nays and two (2) absent the ordinance was adopted.

Adjournment

This concluded the Regular Board meeting.

There being no further business. Mayor Pro Tem Brandon called for a motion to adjourn. Motion was made by Trustee McCray, seconded by Trustee Settles and passed unanimously.

Mayor Pro Tem Brandon adjourned the Regular Board meeting at 7:49 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Special Rules Meeting

June 16, 2014

Village Hall 7:00 p.m.

MINUTES

IN ATTENDANCE: Mayor Ostenburg, Trustee Mae Brandon, Trustee Robert McCray (7:02 p.m.), Trustee Georgia O'Neill, Trustee Theresa Settles

ABSENT: Trustee Brown, Trustee Kopycinski

STAFF IN ATTENDANCE: Village Manager Tom Mick, Village Attorney Felicia Frazier, Deputy Village Manager/Finance Director Mary Dankowski, Assistant to the Village Manager/Personnel Director Denyse Carreras, Police Chief Cliff Butz, Fire Chief Bruce Ziegler, Director of Community Development Larrie Kerestes, Director of Parks and Recreation Rob Gunther, Director of Public Relations Jason Miller, Director of Public Works Roderick Ysaguirre, Nursing Supervisor Margaret Lewis, Sarah Coulter, Sustainability Coordinator

RECORDER: Village Clerk Sheila McGann

OTHERS PRESENT: About 25 residents

Roll Call

Meeting was called to order at 7:00 p.m. Roll was called by Clerk McGann.

Mayor's Comments

No Comments

1. An Ordinance Adopting the Budget for All Corporate Purposes of the Village of Park Forest, Cook and Will Counties, Illinois, in Lieu of the Appropriation Ordinance for the Fiscal Year Commencing on the First Day of July, 2014 and Ending on the Thirtieth Day of June, 2015

Mayor Ostenburg called on Manager Mick who explained that the draft Fiscal Year 2014/2015 budget was distributed April 30, 2014. There was a public introduction to the Budget at the Rules Meeting on Monday, May 5. In addition, the Board reviewed the Budget at four separate meetings.

Manager Mick said that on Monday, June 2 a Public Hearing was conducted.

The budget, as presented, is balanced with the use of a portion of the General Fund balance. Board goals established and initiated with the 2013 tax levy, of economic

development, infrastructure maintenance, marketing and sustainability are included in the Budget presented.

Mary Dankowski presented an overview of the budget via power point presentation. The overview highlight major financial challenges and the Board's goals.

Mayor Ostenburg asked if there were any questions. He noted that the proposed budget had been discussed in detail at four special meetings previously.

Mayor Ostenburg said this item will be on the Regular agenda for first reading.

2. Resolution to Enter into a Multi-County Municipality Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago for Storm water Management

Manager Mick reported that on May 1, 2014, the Cook County Watershed Management Ordinance (WMO) went into effect for all municipalities with corporate limits within Cook County. The Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) is responsible for administration of the WMO and all regulations contained therein. Provisions in the WMO allow for municipalities with corporate areas in Cook County and an adjacent collar county, the option to opt out of the WMO and adopt a Storm Water Management Ordinance of the adjacent county.

Roderick Ysaguirre said that since 2003, Park Forest adopted by reference, the Will County Storm Water Management Ordinance (WCSMO), to administer and enforce within the Village corporate limits. On April 15, 2014, Public Works submitted a Letter of Intent to opt out of regulation of the WMO and continue with the WCSMO.

Manager Mick said that as a follow up to that intent, the Village is then required to enter into an intergovernmental agreement with the MWRDGC outlining the further responsibilities and cooperation requirements of each agency.

Staff is recommending a Resolution is adopted to authorize the Village to enter into a Multi-County Municipality Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago for Storm Water Management.

Manager Mick and Director Ysaguirre answered questions from the Board.

Mayor Ostenburg asked if there were any other questions, hearing none, he said this item will be on the Regular agenda for approval later this evening.

3. An Ordinance Amending Chapter 42 of the Code of Ordinances (Emergency Medical Services)

Manager Mick explained that at the May 27, 2014 Board Meeting the Board took official action to revise the Ambulance Fee Schedule effective July 1, 2014. Later, it was noted there was a typo in one of the fees listed in the ordinance relating to Advanced Life Support for

residents. The change to be adjusted from \$425.00 as noted on the original ordinance, to \$525.00.

Chief Ziegler answered questions from the Board. With no further discussion, Mayor Ostenburg said this item will be on the Regular agenda later tonight.

4. A Resolution Authorizing Temporary Signage for Americana, Inc.

Manager Mick noted that Americana, Inc. has opened a showroom to sell scratched and dented new furniture to the public and is requesting a 30" X 96" vinyl banner on wood panel sign to be located above their front door for a one year time period to promote the showroom.

Manager Mick said Americana, Inc. had already been approved for the maximum 30 day limit in a 12 month permit as set forth by ordinance. Approvals for longer periods of time, up to one year are required by the Board of Trustees.

With no further discussion, Mayor Ostenburg said this item will be on the Regular agenda later tonight.

Mayor's Comments

Mayor Ostenburg asked that the comments from the Manager and Trustees be delayed until the Regular meeting.

Manager's Comments

Trustees' Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

None

Adjournment

This concluded the Rules Board meeting.

There being no further business, Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee O'Neill, seconded by Trustee Settles and passed unanimously.

Mayor Ostenburg adjourned the Rules committee meeting at 7:55 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
June 16, 2014
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee Robert McCray and Trustee Theresa Settles

ABSENT: Trustee Brown, Trustee Kopycinski

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski, Village Attorney Felicia Frazier, Police Chief Cliff Butz, Fire Chief Bruce Ziegle, Director of Recreation and Parks Rob Gunther, Nursing Supervisor Margaret Lewis, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Assistant to the Village Manager Denyse Carreras, Director of Public Works Roderick Ysaguirre, Sustainability Coordinator Sarah Coulter

RECORDER: Village Clerk Sheila McGann

Roll Call

Meeting was called to order at 7:56 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Pledge of Allegiance

Mayor Ostenburg led the Board and the audience in the Pledge of Allegiance.

Reports of Village Officers

Mayor

Mayor Ostenburg reported on meetings and events that he had recently attended.

Village Attorney

None

Village Manager

Manager Mick noted several upcoming events.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustee Liaisons to Commission reported on upcoming Commission meetings and projects.

Citizens Comments, Observations, Petitions

None

Motion: Approval of Consent

Mayor Ostenburg called for a motion to approve the consent agenda. The consent agenda included the following items:

- 1. MOVED, that the Mayor and Board of Trustees Approve the Approve the Minutes of the Rules Meeting of January 7, 2013, the Minutes of the Special Regular of January 7, 2013, the Minutes of the Special Rules Meeting of January 7, 2013, the Minutes of the Regular Meeting of January 22, 2013, the Minutes of the Rules Meeting of February 25, 2013, the Minutes of the Regular Meeting of February 25, 2013, the Minutes of the Rules Meeting of March 4, 2013, the Minutes of the Regular Meeting of March 11, 2013, the Minutes of the Rules Meeting of March 18, 2013, the Minutes of the Regular Meeting of March 18, 2013, the Minutes of the Rules Meeting of May 6, 2013, the Minutes of the Special Regular Meeting of May 6, 2013, the Minutes of the Special Regular Meeting of May 6, 2013, the Minutes of the Rules Meeting of May 28, 2013, the Minutes of the Regular Meeting of May 28, 2013 and the Minutes of the Special Rules Meeting of May 14, 2014**
- 2. MOVED, that the Mayor and Board of Trustees adopt A Resolution Granting Approval of a Cook County Class 8 Property Tax Incentive for a Portion of Orchard Park Plaza**
- 3. MOVED, that the Mayor and Board of Trustees adopt A Resolution Granting Approval of an Economic Development Incentive Request by Orchard Park Plaza LLC to Share the Municipal Portion of Sales Tax Revenue Generated by Orchard Fresh 100, LLC to be Located at 120 S Orchard Drive, Park Forest, IL 60466**
- 4. MOVED, that the Mayor and Board of Trustees approve a Resolution Authorizing Temporary Signage for Americana, Inc.**

Approval of the consent agenda was moved by Trustee Brandon and seconded by Trustee McCray. Mayor Ostenburg asked if there any items that anyone wished removed from the consent agenda for further discussion.

On the motion to approve the remaining items on the consent agenda, a roll call vote was taken with the following results:

Ayes: 5
Nays: 0
Absent: 2

The consent agenda was adopted with five (5) ayes, no (0) nays and two (2) absent.

DEBATABLE:

- 5. An Ordinance Adopting the Budget for All Corporate Purposes of the Village of Park Forest, Cook and Will Counties, Illinois, in Lieu of the Appropriation Ordinance for the Fiscal Year Commencing on the First Day of July, 2014 and Ending on the Thirtieth Day of June, 2015 (First Reading)**

Mayor Ostenburg stated that this item has had first reading and will be on the next Rules Meeting for discussion.

6. An Ordinance Amending Chapter 102 of the Village Code of Ordinance Relating to Seizure And Impounding of Vehicles (First Reading)

Mayor Ostenburg stated that this item has had first reading and will be on the next Rules Meeting for discussion.

7. An Ordinance Amending Chapter 42 of the Code of Ordinances (Emergency Medical Services) (First Reading)

Mayor Ostenburg stated that this item has had first reading and will be on the next Rules Meeting for discussion.

There being no further business. Mayor Ostenburg called for a motion to adjourn to A motion was made by Trustee McCray, seconded by Trustee Brandon and passed by a unanimous vote.

Mayor Ostenburg adjourned the meeting at 8:20 p.m.

Respectfully submitted,
Sheila McGann, Village Clerk

VILLAGE OF PARK FOREST

**Village Board Rules Meeting
June 23, 2014
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Trustee Mae Brandon, Trustee Robert McCray, Trustee Theresa Settles

ABSENT: Mayor Ostenburg, Trustee Georgia O'Neill

STAFF IN ATTENDANCE: Village Manager Tom Mick, Village Attorney Felicia Frazier, Deputy Village Manager/Finance Director Mary Dankowski, Assistant to the Village Manager/Personnel Director Denyse Carreras, Police Chief Cliff Butz, Fire Chief Bruce Ziegler, Director of Community Development Larrie Kerestes, Assistant Director of Economic Development Sandra Zoellner, Director of Parks and Recreation Rob Gunther, Director of Public Relations Jason Miller, Director of Public Works Roderick Ysaguirre, Nursing Supervisor Margaret Lewis, Sarah Coulter, Sustainability Coordinator

RECORDER: Village Clerk Sheila McGann

Roll Call

Meeting was called to order at 7:00 p.m. Roll was called by Clerk McGann. In the absence of the Mayor, Clerk McGann appointed Senior Trustee Brandon as Mayor Pro Tem.

Mayor's Comments

Mayor Pro Tem Brandon asked that the comments from the Manager and Trustees be delayed until the Regular meeting.

Manager's Comments

Trustees' Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

None

1. An Ordinance Amending Chapter 102 of the Village Code of Ordinance Relating to Seizure and Impounding of Vehicles

Manager Mick said that the Vehicle Impoundment Ordinances currently have seven (7) different sections 102-14 through 102-20 which allow for the administrative seizure of a vehicle for violations of several of the village's ordinances including narcotics violations, driving while suspended, weapons violations, driving under the influence and when the vehicle is used in the commission or used to facilitate any misdemeanor or felony crime.

He called on Police Chief Butz to further clarify the changes. Chief Butz said that changes in the State Statute and administrative changes/improvements brought about a review of the Village's current ordinances, most of which date back to 2005 and the need to change some verbiage.

The decision was made to redesign and combine these ordinances rather than to just revise them because the format is more streamlined and easier to read, the crimes for which a vehicle can be impounded are more clearly defined and the redesign more clearly reflects the procedures used by the Police Department in implementing the ordinance. He added that the redesign incorporates more of the details and timeframes of the current State Statute 625 ILCS 5/11-208.7 (Administrative fees and procedures for impounding vehicles for specified violations).

Manager Mick also said that in 2005 the Village Board adopted an ordinance directing 10% of such seizure funds into a Youth Services Fund. In 2006/2007, this amount was increased administratively to 20% so that ample funds might be available for programs such as PAAC and other youth programs across all Village operations. The revised ordinance includes the 20% benchmark.

Manager Mick and Chief Butz answered questions from the Board.

Hearing no further questions, Mayor Pro Tem Brandon said that this item would be the Regular agenda tonight.

2. Landscape Mowing Bids

Manager Mick said that Recreation and Parks solicited bids for Landscape Maintenance in May for two separate contracts and subsequently recommended the rejection of all the bids for one of the contracts. New bids were solicited and two bids were submitted. One from Matt's Property Maintenance in Park Forest, and the second from Suburban Landscaping in Chicago Heights.

Director of Recreation and Parks Rob Gunther said that Matt's Property Maintenance has been disqualified as a responsible bidder for this particular contract in the past due to lack of performance and has been informed that past performance will be considered each time he submits a bid for this contract. Director Gunther explained the concerns with this vendor.

Manager Mick said because of Director Gunther's concerns that this vendor can adequately service this contract staff recommends that the contract be awarded to Suburban Landscaping.

Manager Mick and Chief Butz answered questions from the Board.

Hearing no further questions, Mayor Pro Tem Brandon said that this item would be the Regular agenda tonight.

Adjournment

This concluded the Rules Board meeting.

There being no further business, Mayor Pro Tem Brandon called for a motion to adjourn. Motion was made by Trustee O'Neill, seconded by Trustee Settles and passed unanimously.

Mayor Pro Tem Brandon adjourned the Rules committee meeting at 7:55 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

Village Board Regular Meeting

June 23, 2014

Village Hall 7:00 p.m.

MINUTES

IN ATTENDANCE: Trustee Mae Brandon, Trustee JeRome Brown, Trustee Gary Kopycinski, Trustee Robert McCray and Trustee Theresa Settles

ABSENT: Mayor Ostenburg Trustee Georgia O'Neill

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski, Village Attorney Felicia Frazier, Police Chief Cliff Butz, Fire Chief Bruce Ziegle, Director of Recreation and Parks Rob Gunther, Nursing Supervisor Margaret Lewis, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Assistant to the Village Manager Denyse Carreras, Director of Public Works Roderick Ysaguirre, Sustainability Coordinator Sarah Coulter

RECORDER: Village Clerk Sheila McGann

Roll Call

Meeting was called to order at 7:56 p.m. by Mayor Pro Tem Brandon Roll was called by Clerk McGann.

Pledge of Allegiance

Mayor Pro Tem Brandon led the Board and the audience in the Pledge of Allegiance.

Reports of Village Officers

Mayor

Mayor Pro Tem Brandon reported on meetings and events that she had recently attended.

Village Attorney

None

Village Manager

Manager Mick noted several upcoming events.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustee Liaisons to Commission reported on upcoming Commission meetings and projects.

Citizens Comments, Observations, Petitions

None

Motion: Approval of Consent

Mayor Pro Tem Brandon called for a motion to approve the consent agenda. The consent agenda included the following items:

CONSENT:

- 1. A Motion to Approve the Minutes of the Regular Meeting of June 17, 2013, the Minutes of the Rules Meeting of June 24, 2013, the Minutes of the Regular Meeting of Jun 24, 2013, the Rules Meeting of July 8, 2013, the Minutes of the Special Rules Meeting of July 15, 2013, the Minutes of the Regular Meeting of July 15, 2013 and the Minutes of the Saturday Rules Meeting of June 7, 2014**
- 2. A Motion to Approve a Landscape Maintenance Contract with Suburban Landscaping, Chicago Heights, IL at a cost of \$42,770.00.**
- 3. A Resolution to Enter into a Multi-County Municipality Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago for Storm Water Management**
- 4. A Resolution Recognizing and Thanking Mike Gasser for His Dedicated Service to the Village of Park Forest**

Approval of the consent agenda was moved by Trustee Brown and seconded by Trustee Kopycinski. Mayor Pro Tem Brandon asked if there any items that anyone wished removed from the consent agenda for further discussion.

On the motion to approve the items on the consent agenda, a roll call vote was taken with the following results:

Ayes: 5
Nays: 0
Absent: 2

The consent agenda was approved with five (5) ayes, no (0) nays and two (2) absent.

DEBATABLE:

- 5. An Ordinance Adopting the Budget for All Corporate Purposes of the Village of Park Forest, Cook and Will Counties, Illinois, in Lieu of the Appropriation Ordinance for the Fiscal Year Commencing on the First Day of July, 2014 and Ending on the Thirtieth Day of June, 2015 (Final Reading)**

Mayor Pro Tem Brandon said that this item had first reading and was discussion at several Special Rules Meetings. She asked if there was any further discussion. Hearing none she asked for a motion to adopt the ordinance at final reading. Trustee McCray moved, Trustee Settles seconded that the ordinance be adopted. Clerk McGann call the roll with the following results:

On the motion a roll call vote was taken with the following results:

Ayes: 5

Nays: 0

Absent: 2

The ordinance was adopted with five (5) ayes, no (0) nays, two (2) absent.

6. An Ordinance Amending Chapter 102 of the Village Code of Ordinance Relating to Seizure and Impounding of Vehicles (Final Reading)

Mayor Pro Tem Brandon said that this item had first reading and was discussion at several Special Rules Meetings. She asked if there was any further discussion. Hearing none she asked for a motion to adopt the ordinance at final reading. Trustee McCray moved, Trustee Settles seconded that the ordinance be adopted. Clerk McGann call the roll with the following results:

On the motion a roll call vote was taken with the following results:

Ayes: 5

Nays: 0

Absent: 2

The ordinance was adopted with five (5) ayes, no (0) nays, two (2) absent.

There being no further business. Mayor Pro Tem Brandon called for a motion to adjourn. A motion was made by Trustee McCray, seconded by Trustee Brown. The motion passed by a unanime voice vote.

Mayor Pro Tem Brandon adjourned the meeting at 9:07 p.m.

Respectfully submitted,
Sheila McGann, Village Clerk

**RULES MEETING OF THE BOARD OF TRUSTEES
VILLAGE of PARK FOREST
Monday, February 22, 2016
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown, Trustee Graham, Trustee Georgia O'Neill, and Trustee Theresa Settles

ASBENT: Trustee Robert McCray

STAFF IN ATTENDANCE: Manager Tom Mick, Police Chief Pete Green, Deputy Fire Chief Tracy Natyshok, Village Attorney Felicia Frazier, Deputy Village Manager/Finance Director Mary Dankowski, Director of Economic Development and Planning Hildy Kingma, Assistant to Village Manager Denyse Carreras, Director of Public Health Jenise Ervin, Director of Public Works Roderick Ysaguirre, Director of Building/Community Development Larrie Kerestes, and Assistant Director of Public Works Nicholas Christie

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Gary Kopycinski, e-news

Roll Call

Meeting was called to order at 7:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann. Mayor Ostenburg noted that the Board met in Executive session at 6:00 pm to discuss matters of litigation with no action taken. As the executive session was adjourned, the rules meeting will be reconvened at this time.

1. 2016 East Lincolnwood Street Sign Replacement

Manager Mick said this item is from the Public Works Department. Assistant Director Christie explained that current street signs do not meet Federal Highway Association standards and must be replaced to meet Retroreflective Standards. He displayed the new and old signs to show the difference. He explained the bid process and the 11 year plan to replace the signs.

Mayor Ostenburg asked if there were any questions. Hearing none, he stated that this item will be on the agenda for action at the regular meeting.

2. Well No. 4 Maintenance Contract

Manager Mick asked Assistant Director Christie to explain the maintenance of Well No. 4, Mr. Christie noted that there were five bidders with Peerless Midwest (Mishawaka, IN) as the lowest bidder. Manager Mick explained that last fall Peerless Midwest did work for the Village on a different well. During that time, the Village heard from labor organizations and contractors that Peerless Midwest does not pay prevailing Illinois wage for their work when performed in Indiana. Attorney Frazier had said that there is a loophole in the law that allows this. Manager Mick explained that this is a built-in competitive advantage because they can pay less for work that is

performed in Indiana. Attorney Frazier explained that the language looks for the lowest responsible bidder, but the public interest can still be served even when the lowest bidder is not chosen. Mayor Ostenburg noted that up to 50% of the work would be performed out of state. As Peerless Midwest is paying less in wages to their employees, it is an advantage to the out of state company. He believes that the Village should choose the local state entity. There will not be a vote tonight and any other questions will be addressed and answered. Trustee Brandon noted that there is competition from Indiana already and we should provide work to Illinois businesses. Trustee Brown stated that we should be concerned about the tax payer in Park Forest and go with the lowest bidder. He also asked if the Indiana contractor hired Illinois workers. Trustee Settles asked if the Illinois bidders were reliable and experienced. Assistant Director Christie said staff was comfortable with all the bidders. Mayor Ostenburg explained that the problem is not that the business is in Indiana, but they are able to submit a lower bid because they do not have to pay prevailing Illinois wage for 50% of the contracted work. This item will be discussed again at the next rules meeting and action taken at a later regular meeting.

3. Extension of Annual Contract for Removal and Disposal of Lime Residuals

Manager Mick said this item is out of Public Works and a routine item. This will be the last of the one-year contract extension per the original contract. Next year the project will go out for bid.

Mayor Ostenburg asked if there were any questions. Hearing none, he stated that this item will be on the agenda for action at the regular meeting.

Mayor's Comments

Mayor Ostenburg dispensed with the comments section of the agenda until the regular meeting but opened the floor to the visitors to comment on the items on the agenda.

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

None

Adjournment

This concluded the rules Board meeting.

There being no further business. Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Brandon, seconded by Trustee Brown and passed unanimously.

Mayor Ostenburg adjourned the Rules meeting at 7:28 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
Monday, February 22, 2016
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown, Trustee Graham, Trustee Georgia O'Neill, and Trustee Theresa Settles

ASBENT: Trustee Robert McCray

STAFF IN ATTENDANCE: Manager Tom Mick, Police Chief Pete Green, Deputy Fire Chief Tracy Natyshok, Village Attorney Felicia Frazier, Deputy Village Manager/Finance Director Mary Dankowski, Director of Economic Development and Planning Hildy Kingma, Assistant to Village Manager Denyse Carreras, Director of Public Health Jenise Ervin, Director of Public Works Roderick Ysaguirre, Director of Building/Community Development Larrie Kerestes, and Assistant Director of Public Works Nicholas Christie

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Members of Trustee O'Neill's family; Gary Kopycinski, Resident/e-news

Roll Call

Meeting was called to order at 7:29 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Pledge of Allegiance

Mayor Ostenburg led the Board and the audience in the Pledge of Allegiance.

Reports of Village Officers

Mayor

Mayor Ostenburg noted a number of events he has attended. He will attend the National League of Cities Conference in Washington, D.C. on March 4. He will participate in the REAL Council to discuss race, equity, and leadership.

Village Attorney

None

Village Manager

Manager Mick said that the six month financial update is open to the public on February 27 at 8:30 am. On May 3, the Park Forest Senior commission will have a community safety session which is also open to the public. Vehicle stickers go on sale March 1. March is residents' appreciation month with a number of events scheduled. Manager Mick asked Chief Green to

give an update on an incident that happened on February 21. Chief Green read the press release regarding the shooting of a 17-year old young man.

Village Clerk

Clerk McGann reported on voting information regarding the 2016 primary election.

Reports of Commission Liaisons and Committee Chairpersons

Trustee Brandon attended one of the Black History programs, “Black Wall Street.” She encouraged residents to take advantage of the opportunities the Village offers, usually at no cost. The Youth Commission will meet February 23.

Trustee O’Neill noted that the Housing Authority did not have a quorum and will reschedule their meeting. The next meeting of EDAG will be February 25.

Trustee Settles said the Environment Commission will meet March 3. She enjoyed the film and discussion of the film “Black Wall Street.”

Citizens Comments, Observations, Petitions

Gary Kopycinski, 20 Ash Street, said that Marian Catholic School Speech team and three wrestlers did very well downstate, each took first place in their various categories. He also encouraged the Board to invest in Illinois and its workers by considering the prevailing wage predicament.

Motion: Approval of Consent

Mayor Ostenburg called for a motion to approve the consent agenda. Trustee Brandon moved, Trustee Graham seconded that the consent agenda be approved. The consent agenda included the following items:

CONSENT:

1. Authorize Manager to contract with Traffic Control and Protection of West Chicago for the 2016 East Lincolnwood street sign replacement in the amount of \$36,709.00 with a 30% contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$47,721.70.

2. Authorize Manager to enter into a renewal agreement for removal and disposal of lime residuals with Stewart Spreading, Inc. from Sheridan, IL in the amount of \$207,558 with a 33% contingency for a total not to exceed amount of \$276,052.

3. Re-appoint Lauren Plahm, as an Adjudication Hearing Officer for a three-year term to expire 12/31/2018.

Re-appoint Felicia Frazier, as an Adjudication Hearing Officer for a three-year term to expire 12/31/2018.

Re-appoint John Russell, as an Adjudication Hearing Officer for a three-year term to expire 12/31/2018.

Re-appoint Michelle Broughton Fountain, as an Adjudication Hearing Officer for a three-year term to expire 12/31/2018.

Re-appoint Terry Davis, 208 Juniper to the Cable Communications Commission for a term to expire December 31, 2018.

Re-appoint Mary Jan Riopelle, 210 Washington as Chair of the Senior Citizens Advisory Commission for a term to expire December 31, 2016.

Re-appoint William Bright as Vice Chair of the Senior Citizens Advisory Commission for a term to expire December 31, 2016.

Re-appoint Thomas Goodrich, 322 Oakwood to the Chicago South Suburban Mass Transit District for a term to expire December 31, 2019.

The consent agenda was approved with a roll call vote.

Ayes: 6

Nay: 0

Absent: 1

With six (6) ayes, no (0) nays and one (1) absent the consent agenda was approved.

DEBATABLE:

None

Adjournment

This concluded the Regular Board meeting.

There being no further business. Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Brandon, seconded by Trustee O'Neill and passed unanimously.

Mayor Ostenburg adjourned the regular meeting at 8:13 p.m.

Respectfully submitted,

Sheila McGann

Village Clerk

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

Village Hall

6:00 p.m.

June 20, 2016

ATTENDANCE: Mayor Ostenburg, Trustee O'Neill, Trustee Brandon, Trustee Brown, Trustee McCray (6:07p.m.), Trustee Graham (6:13p.m.), Manager Mick, Director Dankowski, Director Carreras, and Deputy Fire Chief Natyshok

Mayor Ostenburg called the Special Rules meeting to order at 6:00 pm and asked for a motion to move into executive session for the purpose to discuss collective bargaining matters. Trustee Brandon moved, Trustee Brown seconded the motion to go into executive session.

A roll call vote was taken with the following results:

Ayes: 4

Nay: 0

Absent: 3

With four (4) ayes and no (0) nays and three (3) absent the meeting was adjourned to executive session at 6:01 p.m.

Sheila McGann

Village Clerk

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
Monday, June 20, 2016
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown, Trustee Tiffani Graham, Trustee Robert McCray Trustee Georgia O'Neill, and Trustee Theresa Settles

STAFF IN ATTENDANCE: Manager Tom Mick, Deputy Police Chief Chris Mannino, Deputy Fire Chief Tracy Natyshok, Village Attorney Felicia Frazier, Deputy Village Manager/Finance Director Mary Dankowski, Assistant to Village Manager Denyse Carreras, Director of Recreation and Parks Rob Gunther, Director of Economic Development and Planning Hildy Kingma, Director of Public Relations Jason Miller; Directory of Community Development Larrie Kerestes; and Director of Public Works Roderick Ysaguirre, Director of Health Jenise Ervin, and IT Coordinator Craig Kaufman

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Gary Kopycinski, Enews; family and friends of the scholarship recipients; Senior Citizens Commission

Roll Call

Meeting was called to order at 7:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Pledge of Allegiance

Mayor Ostenburg led the Board and the audience in the Pledge of Allegiance.

Reports of Village Officers

Mayor

Mayor Ostenburg reported on a number of meetings he has attended. One of the meetings included discussion about working with to train landlords throughout the south suburbs. There were many events he was unable to attend in Park Forest over the weekend due to family commitments. The following week, Mayor Ostenburg met with members of Cook County looking to create economic zones in the south suburbs. He and others from the south suburbs will meet with the Cook County Health Department to continue the discussion of creation for a trauma center in the south suburbs. He will be attending Summer Leadership Conference of the National League of Cities which includes the REAL (Race Equity and Leadership) task force.

Village Attorney

No report

Village Manager

Manager Mick introduced Nicole Brown, a new business owner in Park Forest. LBS1 is a tutoring facility that offers tutoring for all students and specializes in tutoring students with disabilities.

Manager Mick gave the history of the Live Grow Discover College Scholarship Program which included how the Youth Commission has worked to help and expand and fund this program. This year's recipients are: Gilliam Elmore (Rich East High School) Dorothy Furnace Scholarship; Darius Johnson (Crete-Monee High School) Youth Commission Scholarship; Nia Oke-Famakinde (Rich South High School) Park Forest Live Grow Discover Scholarship; Zoe Jones (Rich East High School) Park Forest Live Grow Discover. Scholarship recipients not in attendance were Adelola Johnson, Park Forest Live Grow Discover Scholarship and Emily Aguirre (Southland College Prep Charter School) Dr. Kenneth W. Kramer Scholarship. Mayor Ostenburg congratulated all recipients and commended the Youth Commission for their work throughout the year.

Manager Mick introduced the Senior Citizens Advisory Commission Chair Mary Jane Riopelle. The Senior Commission gave their annual report to the Board which included their goals and objectives. She noted their activities which include planning health and wellness events, a care givers seminar, workshop on safety, and opportunities to lower their utility bills. Mayor Ostenburg thanked the Commission for all their work and looks forward to other things that will benefit our citizens.

Manager Mick said that the 2016 Main Street Nights series will continue until August and attendance is growing. The Environment commission is sponsoring the Saturday Garden Series; this week they will be featuring container gardening. Village Hall will be closed July 4th in honor of Independence Day. On the Fourth, there will be a parade, a concert, and fireworks. The next Saturday morning Rules meeting is July 9. The summer meeting schedule is as follows: July 11, July 18, August 8, and August 15. Mid-Summer Madness is scheduled for July 20 with prizes and goodie bags for the first 100 attendees.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustee Brandon congratulated all the scholarship recipients and the Youth Commission for their work in determining the awards. She added that the Youth Commission recently had a workshop for teens to help them with interview skills. Also, three members are needed for the Commission; applications are on the Village website. Trustee Brandon attended a number of Park Forest events over the past weekend. She added the Plan Commission was attending the CMAP meeting, "On to 2050".

Trustee O'Neill reported at the May 11 meeting of EDAG, there was a discussion of the marketing of available properties. She also congratulated the scholarship recipients.

Trustee McCray said that the Veterans Commission has been very busy with the Veterans Closet which receives donations and distributes them to veterans at no charge. They also discussed their participation in the Memorial Day Remembrance. They also were working on the Veterans Day celebration on November 10. Trustee McCray is proud to be the liaison of such an active commission.

Trustee Graham attended the opening night of Tall Grass Arts. She noted the Recreation and Parks Advisory Group will meet June 21. There will be a Chili Cook Off before Main Street Nights on Wednesday, June 13.

Trustee Brown reported that the Residents Appreciation BBQ was a great success. He thanked the Youth Commission for their time and effort spent on the carnival.

Trustee Settles congratulated all the scholarship recipients and wished them success in all their endeavors.

Citizens Comments, Observations, Petitions

None

Motion: Approval of Consent

Mayor Ostenburg called for a motion to approve the consent agenda. Approval of the consent agenda was moved by Trustee Brandon and seconded by Trustee McCray. Mayor Ostenburg asked if anyone wished any item to be removed from the consent agenda for further discussion. On the motion to approve the consent agenda, a roll call vote was called by Mayor Ostenburg. The consent agenda included the following items:

CONSENT:

1. Approve the Minutes of the Regular Meeting of September 21, 2015, the Minutes of the Rules Meeting of September 28, 2015, the Minutes of the Regular Meeting of September 28, 2015, the Minutes of the Rules Meeting of October 5, 2015, the Minutes of the Regular Meeting of October 19, 2015, the Minutes of the Rules Meeting of October 26, 2015, the Minutes of the Regular Meeting of October 26, 2015, the Minutes of the Regular Meeting of December 14, 2015, the Minutes of the Rules Meeting of January 4, 2016, the Minutes of the Regular Meeting on the January 19, 2016, the Minutes of the Rules Meeting of February 1, 2016, the Minutes of the Regular Meeting of February 15, 2016, the Minutes of the Rules Meeting of February 22, 2016, the Minutes of the Regular Meeting of February 22, 2016, the Minutes of the Rules Meeting of March 7, 2016, the Minutes of the Regular Meeting of March 21, 2016, the Minutes of the Rules Meeting of March 28, 2016, the Minutes of the Regular Meeting of March 28, 2016, the Minutes of the Rules Meeting of April 4, 2016, the Minutes of the Special Regular Meeting of April 4, 2016, the Minutes of the Special Rules Meeting of April 18, 2016, the Minutes of the Regular Meeting of April 18, 2016, the Minutes of the Special Rules Meeting of May 2, 2016, the Rules Meeting of May 2, 2016, the Minutes of the Regular Meeting of May 16, 2016, the Minutes of the Rules Meeting of May 23, 2016, the Minutes of the Regular Meeting of May 23, 2016, the Minutes of the Saturday Rules Meeting of June 4, 2016

2. Authorize the Manager to award the Fiscal 2017 Crack Sealing contract to Denler, Inc., Mokena, IL, and authorize the Village Manager to enter into said contract in the amount of \$25,435 with a contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$30,000.

3. Authorize the Manager to award the 2017 residential water shut-off valve replacement contract to Calumet City Plumbing, Calumet City, IL, and authorize the Village Manager to enter into said contract in the amount of \$73,650.00 with a contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$125,000.

4. Authorize the Manager to award the Contract Renewal of Village-wide sidewalk and curb restoration program with J & J Newell, Calumet City, IL, and authorize the Village Manager to enter into said contract in the not to exceed amount of \$109,950.00. No work will begin until July 1, 2016 and funds for this work will be paid from Fiscal 2017 budget.

5. Authorize the Manager to award the contract for the Fiscal 2017 Asphalt Patching Program to Gallagher Asphalt., Thornton, IL, and authorize the Village Manager to enter into said contract in the amount of \$97,890 with a contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$175,000. Funds for the work are from the General, MFT, Sewer, and Water Funds.

6. Appoint Nick Battaglia, 13 Bailey Road to fill the remainder of a three-year term on the Commission on Human Relations ending on December 31, 2016.

The consent agenda was approved with the following results:

Ayes: 7

Nays: 0

Absent: 0

The consent agenda was adopted with seven (7) ayes, no (0) nays and no (0) absent.

DEBATABLE:

7. An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-43 (“Classification”) and Section 6-49 (“Number Limited”) of the Code of Ordinances (Final Reading)

This item has first reading and much discussion. Move for adoption of the ordinance was motioned by Trustee Brandon and seconded by Trustee Brown. The ordinance was moved and seconded to adopt this ordinance at final reading. Mayor Ostenburg asked if there were any questions or comments. Trustee McCray noted his opposition to the amendment as he felt the amendment conflicted with another ordinance and would be problematic in the future. Mayor Ostenburg asked if there were any other comments. Hearing none, he called for a roll call vote by Clerk McGann.

The ordinance was approved following a roll call vote with the following results:

Ayes: 6
Nays: 1
Absent: 0

This item was adopted with six (6) ayes, one (1) nays and no (0) absent.

8. An Ordinance Adopting the Budget for All Corporate Purposes of the Village of Park Forest, Cook and Will Counties, Illinois, in Lieu of the Appropriation Ordinance for the fiscal Year Commencing on the First Day of July, 2016 and Ending on the Thirtieth Day of June, 2017 (Final Reading)

This item has first reading and much discussion. Move for adoption of the ordinance was motioned by Trustee Brandon and seconded by Trustee O'Neill. The ordinance was moved and seconded to adopt this ordinance at final reading. Mayor Ostenburg asked if there were any questions or comments. None being heard, he called for a roll call vote by Clerk McGann. The ordinance was approved following a roll call vote with the following results:

Ayes: 7
Nays: 0
Absent: 0

This item was adopted with seven (7) ayes, no (0) nays and no (0) absent.

Adjournment

This concluded the Regular Board meeting. Mayor Ostenburg said that there are over one hundred people who volunteer as members of various commissions. He thanked them for their hard work and their involvement. He encouraged those interested in applying to one of the commissions to fill out an application which is found on the Village's website.

There being no further business. Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Brandon, seconded by Trustee McCray and passed unanimously.

Mayor Ostenburg adjourned the regular meeting at 8:14 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
July 18, 2016
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown (7:04 p.m.) Trustee Graham, Trustee McCray (7:03 p.m.)

ASBENT: Trustee Georgia O'Neill, and Trustee Theresa Settles

STAFF IN ATTENDANCE: Deputy Manager Mary Dankowski, Police Chief Pete Green, Deputy Police Chief Paul Winfrey, Fire Chief Bruce Ziegle, Assistant to Village Manager Denyse Carreras, Director of Public Works Roderick Ysaguirre, Director of Economic Development Hildy Kingma, IT Coordinator Craig Kaufman, Director of Recreation and Parks Rob Gunther, several members of the Police and Fire Department

RECORDER: Deputy Village Clerk Sandra Black

OTHERS IN ATTENDANCE: Recreation & Parks Advisory Board Chair Georgette Gladstone, Recreation & Parks Advisory Board member Kathy Vagt,

Roll Call

Meeting was called to order at 7:03 p.m. by Mayor Ostenburg. Roll was called by Deputy Clerk Black.

Pledge of Allegiance

Mayor Ostenburg led the Board and the audience in the Pledge of Allegiance.

Deputy Village Manager Mary Dankowski introduced two new police officers, Charles Karl and Ryan Purdy who were then sworn in by the Deputy Village Clerk.

Reports of Village Officers

Mayor

Mayor Ostenburg reported on the meetings and workshops he had recently attended. Mayor Ostenburg expressed condolences to Plan Commission Chair Doug Price on the death of his father, Stanley Price. Mayor Ostenburg noted some of the local contributions Mr. and Mrs. Price had made to the area.

Village Attorney

No report

Village Manager

Deputy Manager Dankowski introduced Kathy Vagt from the Recreation and Parks Advisory Group and Chair, Georgette Gladstone who presented the award from the recent Chili Cook Off to the Youth Commission.

Ms. Dankowski continued with her report by noting that the Park Forest Police and Fire Commission has announced the recruitment for police officer. More information about the application process is on the Village's website. Ms. Dankowski noted several upcoming events and the work of ten Americorp volunteers who will be working in the Village this summer. Members of the group will make a report to the Board of their accomplishments.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustee Brandon welcomed the two new police officers and congratulated the Youth Commission for winning the Chili Cook Off. She reported that the Plan Commission is continuing its work on the updating of the land use plan. She reminded residents of the upcoming Youth Day on August 13. Trustee Brandon said she had enjoyed meeting and spending time with the Americorp volunteers.

Trustee Graham reported that the Recreation and Parks Advisory Group will meet on July 19. She congratulated the new police officers and the entire Recreation and Parks Advisory Group for their hard work.

Trustee Brown asked for prayers for the families of the police officers in Baton Rouge LA who were recently killed.

Citizens Comments, Observations, Petitions

None

Motion: Approval of Consent

Mayor Ostenburg called for a motion to approve the consent agenda. Trustee Brandon moved, Trustee McCray seconded that the consent agenda be approved. The consent agenda included the following items:

CONSENT:

1. MOVED, that the Mayor and Board of Trustees Approve the Minutes of the Special Rules Meeting of May 17, 2016, the Minutes of Board Committee B of May 31, 2016, the Minutes of the Rules Meeting of June 6, 2015 and the Minutes of the Special Regular Meeting of June 6, 2016
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution to Authorize an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Distribution of Rain Barrels to Cook County residents at no cost to the Village of Park Forest or the residents.
3. MOVED, that the Mayor and Board of Trustees adopt a Resolution Approving an Agreement between the Village of Park Forest, Illinois and the Park Forest Firefighters Association Local #1263 and authorizing the Village Manager to Execute Said Agreement

4. MOVED, that the Manager is authorized to contract with Homer Tree Care, Inc. for Tree Removal at an average cost per tree of \$19.25; and with AAA Tree Service, Inc. for tree pruning at an average cost per tree of \$3.75 per diameter inch.

5. MOVED, that the Manager is authorized to contract with National Power Rodding, Chicago, IL for the 2016 sewer cleaning and televising in the amount of \$23,950.70 plus a 67% contingency for any additional work as determined by the Village Engineer for a total not to exceed the amount of \$40,000.00.

6. MOVED, that the Manager is authorized to award the 2016 resurfacing contract to Iroquois Paving, Watseka, IL in the amount of \$258,881 with a 39% contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$360,000 as budgeted.

7. MOVED, that the Manager is authorized to purchase stage curtains for Freedom Hall from North-West Drapery Service, Chicago, IL at a cost of \$23,696.

The consent agenda was approved with a roll call vote.

Ayes: 5

Nay: 0

Absent: 2

With five (5) ayes, no (0) nays and two (2) absent the consent agenda was approved.

DEBATABLE:

None

There being no further business. Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Brandon, seconded by Trustee McCray and passed unanimously.

Mayor Ostenburg adjourned the Regular meeting at 7:56 p.m.

Respectfully submitted,
Sandra Black
Deputy Village Clerk

VILLAGE OF PARK FOREST

Village Board Rules Meeting

Monday, August 8, 2016

Village Hall 7:00 p.m.

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee JeRome Brown, Trustee Tiffani Graham, Trustee Robert McCray (7:05 p.m.), Trustee Georgia O’Neill, and Trustee Theresa Settles

STAFF IN ATTENDANCE: Village Manager Tom Mick, Police Chief Pete Green, Fire Chief Bruce Ziegle, Village Attorney Felicia Frazier, Deputy Village Manager/Finance Director Mary Dankowski, Assistant to Village Manager Denyse Carreras, Director of Community Development Larrie Kerestes, Director of Economic Development and Planning Hildy Kingma, Director of Public Works Roderick Ysaguirre, IT Manager Craig Kaufman, and Director of Health Department Jenise Ervin, and Recreational Manager Kevin Adams

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: AmeriCorps NCCC members; two residents

Roll Call

Meeting was called to order at 7:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

Manager Mick introduced the nine members of the AmeriCorps NCCC who are working in Park Forest from July 15 through August 26. Mayor Ostenburg and the Board welcomed and thanked them for being here in our community. (McCray 7:05 p.m.)

1. Replacement of Freedom Hall HVAC

Manager Mick noted that this item is from Recreation and Parks and Buildings and Grounds. He explained that the work will be done at one time so there be some savings. Staff is asking for the Board for approval at the next meeting so work can begin as soon as possible. Supervisor Kevin Adams said both units are high energy efficient models.

Mayor Ostenburg asked if there were any other comments. Hearing none, this item will be on the agenda at next week’s meeting.

2. Resolution Approving an Intergovernmental Agreement by and between Cook County, the Cook County Sheriff and the Village of Park Forest

Manager Mick had Director Kingma explain the need for new language in the RENEW program with the Cook County Sheriff. The new language allows the funds to go back into the RENEW program and not into the Cook County General Fund. This was the only change. Mayor Ostenburg asked if there were any other comments. Hearing none, this item will be on the agenda at next week’s meeting.

3. Contract for 2016 Sanitary Sewer Replacements

Manager Mick said this item is from the Public Works Department. Public Works Director Ysaguirre explained the emergency repair process used on the sewer collapse on Niagara. He then explained the repair process and the bidding process; staff recommends the contract for repairs to M/J Underground from Monee. The funds will come from the sewer fund in the budget. Mayor Ostenburg asked if there were any other comments. Hearing none, this item will be on the agenda for vote at next week's meeting.

Mayor's Comments

Mayor Ostenburg reported on a number of meetings he has attended in the area. Due to a family commitment, he will not be attending the August 15 Board Meeting.

Manager's Comments

Manager Mick reported that the 17th Annual Youth Day is August 13 with a Back to School theme. On August 20, there will be a Battle of the Suburbs softball game in Crestwood as a fund raiser for Officer Tim Jones. On September 15, there will be retirement reception honoring Fire and Police Commissioner Steve Lloyd. Water main replacement work will begin this week in multiple areas of the Village. The Park Forest Art Fair will take place on September 17 and 18. The Veterans Commission and Veterans Closet are looking for volunteers. The Veterans Commission is sponsoring a job and resource fair on September 14.

Trustee's Comments

Trustee McCray reported that the Veterans Job Fair is scheduled for September 14. The Commission is seeking more information regarding the "Catch a Lift" program which assists vets with exercising for those with missing limbs. The next meeting is Saturday, August 20.

Trustee Brandon said that the Plan Commission will meet Tuesday, August 9. Youth Day Back to School event is scheduled for Saturday, August 13. The Kiwanis Club wanted to thank all who contributed to the Share Your Soles during the Recycling Fest.

Trustee Settles thanked Manager Mick and all the volunteers that helped with the successful Recycling Fest.

Trustee O'Neill reported that EDAG will met Wednesday, August 10.

Trustee Brown attended the end of the year event for the Pride Basketball program.

Attorney's Comments

None

Clerk Comments

None

Audience to Visitors

None

Mayor Ostenburg reminded the Board and senior staff members that there will be a special workshop on August 22 from 6:00-8:00 pm to discuss REAL (Race, Equity, and Leadership). He asked them watch the video before the workshop. Happy birthday to Trustee Graham.

Adjournment

This concluded the Rules Board meeting.

There being no further business. Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Graham, seconded by Trustee Settles and passed unanimously.

Mayor Ostenburg adjourned the rules meeting at 8:13 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

**Village Board Regular Meeting
Monday, August 15, 2016
Village Hall 7:00 p.m.**

MINUTES

IN ATTENDANCE: Trustee Mae Brandon, Trustee JeRome Brown (7:01 p.m.), Trustee Tiffani Graham, Trustee Robert McCray, Trustee Georgia O’Neill, and Trustee Theresa Settles

ABSENT: Mayor John Ostenburg

STAFF IN ATTENDANCE: Manager Tom Mick, Police Chief Pete Green, Fire Chief Bruce Ziegler, Deputy Village Manager/Finance Director Mary Dankowski, Director of Recreation and Parks Rob Gunther, Director of Economic Development and Planning Hildy Kingma, Director of Public Relations Jason Miller; Directory of Community Development Larrie Kerestes, Director of Public Works Roderick Ysaguirre, Director of Health Jenise Ervin, and Sustainability Coordinator Dave Kotwasinski

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Family and Friends of Bill Toberman; Gary Kopycinski, e-news Park Forest

Roll Call

Meeting was called to order at 7:00 p.m. Roll was called by Clerk McGann. In the absence of Mayor Ostenburg, Senior Trustee Mae Brandon was appointed Mayor Pro Tem.

Pledge of Allegiance

Mayor Pro Tem Brandon led the Board and the audience in the Pledge of Allegiance. (Brown 7:01 p.m.) A resolution was read thanking William Toberman, Jr. for his dedicated service to Park Forest Fire Department. He has served Park Forest in number of position since 1982. The citizens and staff appreciate his dedicated service and wish him a long and happy retirement while he enjoys his family and friends. Firefighter Toberman also thanked the Trustees, the Village, and all his friends from the fire department.

Reports of Village Officers

Mayor

None

Village Attorney

None present

Village Manager

Manager Mick introduced Park Forest's new sustainability coordinator, Dave Kotwasinski. Manager Mick reported on a number of events taking place in Park Forest.

Village Clerk

No report

Reports of Commission Liaisons and Committee Chairpersons

Trustee McCray noted that any employers looking to hire a veteran are welcome at the Veteran's Job and Resource Fair on September 14.

Trustee O'Neill said that the Park Forest Housing Authority will meet Thursday, August 18.

Trustee Graham reported that the Recreation and Parks Commission will meet Tuesday, August 16. She congratulated the Youth Commission on an excellent Youth Day.

Trustee Brown also commented on the Youth Day Events. Trustee Brandon commended the Youth Commission, volunteers, vendors, staff, and the AmeriCorps CCC who all contributed to a great community event. The Plan Commission met Tuesday, August 9.

Citizens Comments, Observations, Petitions

None

Motion: Approval of Consent

Mayor Pro Tem Brandon called for a motion to approve the consent agenda. Trustee Brown moved, Trustee Graham seconded that the consent agenda be approved. The consent agenda included the following items:

CONSENT:

- 1. Approve a Motion to Approve the Minutes of the Minutes of the Rules Meeting of March 3, 2014; the Minutes of the Regular Meeting of March 17, 2014; the Minutes of the Rules Meeting of April 7, 2014; the Minutes of the Regular Meeting of April 21, 2014; the Minutes of the Rules Meeting of April 28, 2014; the Minutes of the Regular Meeting of April 28, 2014; the Minutes of the Rules Meeting of May 27, 2014; the Minutes of the Regular Meeting of May 27, 2014; the Minutes of the Rules Meeting of July 14, 2014; Special Regular Meeting of April 28, 2015, the Minutes of the Special Regular Meeting of April 28, 2015, the Minutes of the Special Rules of February 22, 2016, the Minutes of the Regular Meeting of June 20, 2016, Minutes of the Saturday Rules Meeting of July 9, 2016, the Minutes of the Rules Meeting of July 11, 2016**
- 2. Adopt a resolution Thanking Christopher Apt for His Dedicated Service to the Village of Park Forest**
- 3. Adopt a resolution Thanking William Toberman for His Dedicated Service to the Village of Park Forest**

4. Adopt a Resolution Approving an Intergovernmental Agreement by and between Cook County, the Cook County Sheriff and the Village of Park Forest

5. Authorize the Manager to Award a Contract for 2016 Sanitary Sewer Replacements to M/J Underground located in Monee, IL, and authorize the Village Manager to enter into said contract in the amount of \$136,639.30 with a 25% contingency for any additional work as determined by the Village Engineer for a total cost not to exceed \$170,799.13.

6. Authorize the Manager to contract with Southwest Town Mechanical to remove and replace HVAC units at the cost of \$40,960.00

7. Appoint Dennis Farmer as a member of the Police and Fire Commission for a term to expire 12/31/2019.

The consent agenda was approved with a roll call vote.

Ayes: 6

Nay: 0

Absent: 1

With six (6) ayes, no (0) nays and one (1) absent, the consent agenda was approved.

DEBATABLE:

8. An Ordinance Adopting the Prevailing Wage Standards in the Village of Park Forest, Cook County and Will County, Illinois (First Reading)

This item has had first reading and will be on the agenda for discussion at a subsequent meeting.

9. An Ordinance Amending the Will-Cook Enterprise Zone Boundary, Map and Legal Description (First Reading)

This item has had first reading and will be on the agenda for discussion at a subsequent meeting.

Adjournment

This concluded the Regular Board meeting. There being no further business. Mayor Pro Tem Brandon called for a motion to adjourn. Motion was made by Trustee McCray, seconded by Trustee O'Neill and passed unanimously.

Mayor Pro Tem Brandon adjourned the regular meeting at 7:31 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

**VILLAGE OF PARK FOREST
BOARD OF TRUSTEES
SATURDAY RULES MEETING
September 10, 2016**

Present

Mayor John Ostenburg, Trustees Mae Brandon, Theresa Settles, JeRome Brown and Tiffani Graham (10:04 a.m.)

Absent

Trustees Robert McCray and Georgia O'Neill

Also Present

Village Manager Tom Mick, Director of Public Health Jenise Ervin

Call to Order

The meeting was called to order at 10:01 a.m.

Audience to Visitors

No residents were in attendance

Department Update

Director Ervin led a discussion with the Board on a community health needs survey that unfolded across the Cook County region across 2015-2016. Discussion noted concerns about statistical significance of survey results and how surveys going forward can be as widely distributed as possible. The group then talked about ways to go about assembling statistical needs of services provided by the Health Department.

The following were highlights of the health needs discussion:

- Transportation needs in the area were of grave concern for access to work, the farmers market, economy shopping, and health provider services outside of town.
- Lack of nearby employment/jobs and the omission of adult learning education and career training programs from the public school curriculum has created a new generation of young adults unprepared for the workforce, and unable to afford to live independently.
- New numbers of south suburban poverty are being identified in the data which parallel growth in health disparities for the South Suburban Cook County region. Higher mortality rates in coronary heart disease, diabetes-related deaths, cancer and strokes were seen in the south Cook County region compared to the north and central Cook areas. Also the southern Cook area had much higher numbers of homicides, fire-arm-related deaths and lung cancer.
- Chronic financial stressors such as concerns about not having enough food to last, high costs at in-town grocery store, distance to the closest low cost food stores, concerns about neighborhood cohesiveness, drug abuse and community violence in low income areas, intergenerational living, seniors unable to care for themselves but also unable to afford assisted living, and concerns about limited resources for behavioral health services
- The Health Department is actively working with the Health Care Collaborative of Cook County to create partnerships to work on a community health improvement plan. The

health improvement plan will be drafted using a strong focus upon establishing health equity across all three sectors of Cook County. The Health Department will be looking to engage stakeholders and create local partnerships with other service providers in our region.

- The Health Department and the Access to Care (ATC) Program have met with St. James and Physicians Specialty Group to bring a proposal to contract with Access to Care to provide primary care services to ATC eligible clients through the residency programs at Franciscan Alliance's two professional buildings. Jenise Ervin and Kathi Franklin had one planning meeting already with St. James on August 31. St. James expressed strong interest in contracting with ATC. A follow up meeting is scheduled for September 22.
- Jenise reported that she attended a Public Meeting called by the Illinois Health Facilities Review Board on Aug.22 regarding the planned merger of Ingalls Memorial Hospital and the University of Chicago Hospitals. Most of the south suburban community stakeholders verbalized support for the merger at the meeting. If the merger is approved, it will be finalized on September 30, 2016.

The Meeting Adjourned

The meeting adjourned at 11: 40 a.m.

Respectfully Submitted,

Jenise Ervin
Village Manager

VILLAGE OF PARK FOREST

MEMORANDUM

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

**FROM: Thomas K. Mick,
Village Manager**

DATE: September 2, 2016

**RE: A RESOLUTION CELEBRATING NATIONAL HISPANIC HERITAGE
MONTH**

BACKGROUND/DISCUSSION:

The Village has historically recognized various segments of its citizenry which make up the Village as a community. The attached resolution celebrates National Hispanic Heritage Month, which takes place from September 15 to October 15, 2016. Of particular note, the 2010 US Census results showed the Hispanic heritage population to be 6.4% of the overall community. This represented an increase by more than 27% over those numbers registered with the 2000 US Census. Furthermore, the census bureau estimates that Park Forest's Hispanic population has now grown to 7.6% of the overall population as of 2015.

SCHEDULE FOR CONSIDERATION:

This matter will be on the Regular Meeting Agenda of the September 19, 2016 for Board awareness and comment.

Resolution _____

A RESOLUTION CELEBRATING NATIONAL HISPANIC HERITAGE MONTH

- WHEREAS,** the Park Forest Commission on Human Relations was established to support the Village's Racial Diversity Program and has been entrusted to be aware of human relations issues locally, nationally and worldwide; and
- WHEREAS,** in 1968, Congress authorized President Lyndon Johnson to proclaim National Hispanic American Heritage Week and this observance was expanded in 1988 to a month-long celebration; and
- WHEREAS,** during this month, Americans celebrate the traditions, ancestry, and unique experiences of those who trace their roots to Spain, Mexico, the countries of Central and South America, and the Caribbean; and
- WHEREAS,** in the Hispanic world, religion has traditionally played a significant role in daily activity. The church influences family life and community affairs, giving spiritual meaning to the Hispanic culture; and
- WHEREAS,** throughout our history, Hispanic Americans have enriched the American way of life and we recognize the millions of Hispanic Americans whose love of family, hard work and community have helped unite us as a nation; and
- WHEREAS,** the Park Forest Commission on Human Relations encourages residents to participate in National Hispanic American Heritage Month celebrations in their schools and workplaces; and
- WHEREAS,** during National Hispanic American Heritage Month, the Village of Park Forest joins with all Americans in celebrating this rich and diverse culture and encourage all citizens to recognize the important role of Hispanics in creating and building this great nation.

NOW, THEREFORE, BE IT RESOLVED that the Village of Park Forest, Cook and Will Counties, that Park Forest residents be called upon to observe **September 15 – October 15, 2016** as National Hispanic American Heritage Month in Park Forest.

BE IT FURTHER RESOLVED by the Mayor and Board of Trustees encourage the Park Forest Commission on Human Relations to participate in various celebrations and recognitions of National Hispanic Heritage Month in the days ahead.

Approved this day of September, 2016

Approved:

ATTEST:

Mayor

Clerk

VILLAGE OF PARK FOREST

MEMORANDUM

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

**FROM: Thomas K. Mick,
Village Manager**

DATE: September 9, 2016

**RE: A RESOLUTION HONORING STEPHEN LLOYD FOR HIS LONG AND
DISTINGUISHED SERVICE AS MEMBER AND CHAIR OF THE BOARD
OF FIRE AND POLICE COMMISSIONERS**

BACKGROUND/DISCUSSION:

After more than 35 years of volunteer community service as part of the Park Forest Board of Fire and Police Commissioners, long-time Chair Steve Lloyd is retiring from his duties. The attached resolution has been crafted to recognize his service and take action to name the Police Department Court Room in his honor.

SCHEDULE FOR CONSIDERATION:

This item will be on the Consent Agenda of the September 19, 2016 Regular Board Meeting for Board consideration and approval.

**A RESOLUTION HONORING STEPHEN LLOYD FOR HIS
LONG AND DISTINGUISHED SERVICE AS MEMBER AND CHAIR
OF THE BOARD OF FIRE AND POLICE COMMISSIONERS**

- WHEREAS,** Stephen Lloyd was appointed to the Board of Fire and Police Commissioners in January, 1980 and has served continuously on that Commission for the past 35 years; and
- WHEREAS,** in 1981 Stephen was appointed as Chair of the Commission and has served in that position until his retirement; and
- WHEREAS,** Stephen Lloyd brought to his duties professional experiences that included bachelor's and master's degrees from Swarthmore College and the University of Pennsylvania, respectively, in addition to local government posts in Phoenix, Arizona (1958-1959), Elgin, Illinois (1960-1962), the Chicago Police Department (1962-1966), Palo Alto, California (1969-1972) and decades of work with the PAR Group carrying out local government staffing studies and talent searches; and
- WHEREAS,** as Chairman he was instrumental in establishing and continually upgrading the testing process for Police and Fire recruitment; and
- WHEREAS,** he was instrumental in establishing the testing process and participated in the oral interviews for those Police and Fire officers who competed in the promotional process; and
- WHEREAS,** he was responsible for expanding the Village's recruitment efforts in an attempt to attract qualified female and minority candidates for the positions of Police Officer and Firefighter/Paramedic; and
- WHEREAS,** 1983 Park Forest was the first municipality in the region to hire a female Firefighter; and
- WHEREAS,** he evaluated disciplinary matters brought to the Commission in a fair and just manner, basing his final decisions on the evidence presented; and
- WHEREAS,** he provided guidance and insight to the Police and Fire administrations on a regular basis by always staying current on police and fire issues and upgraded policies to ensure the continued growth of the Police and Fire Departments as professional organizations; and
- WHEREAS,** Stephen is well respected by the other past and present members of the Commission, he always operated with the Village's best interests at heart and has helped spread the excellent reputation of the Village of Park Forest; and
- WHEREAS,** the proof of his many years of accomplishment are the numbers of outstanding, dedicated, professional men and women who have been recruited, hired and promoted in the Village's Police and Fire Departments.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest that Stephen Lloyd is offered the warmest, and most sincere appreciation of the Board and the residents of the Village for his many years of excellent services; services that have improved the quality of the life in the Village of Park Forest. **BE IT FURTHER RESOLVED,** in recognition of Stephen Lloyd's 35 years of volunteer service, the Municipal Court Room at the Park Forest Police Station shall be renamed as the Stephen Lloyd Municipal Hall.

Adopted this 19th day of September, 2016.

John A Ostenburg
Mayor

Shelia McGann
Clerk

AGENDA BRIEFING

DATE: September 13, 2016

TO: Mayor Ostenburg
Board of Trustees

FROM: Nicholas Christie, Assistant Village Engineer

SUBJECT: Award of Contract: Well Maintenance, Well No. 5

BACKGROUND/DISCUSSION:

On Tuesday, August 30, 2016, at 2:00 p.m., the Department of Public Works opened 4 bids for well maintenance on Well No. 5. The bid was advertised in the Daily Southtown Newspaper, Village Website, and mailed to 5 known bidders. Municipal Well and Pump located in Waupun, WI was the lowest bidder in the amount of \$38,774.00. See attached bid tab.

This maintenance project will consist of pulling the pump and pumping components completely to the surface; conducting a T.V. survey of the well; sandblasting pump component parts that may be considered for reinstallation; inspection; protective column coating; furnishing repair parts as needed; reinstalling the pump after repair; chlorinating the well and pump to EPA regulations and performing a two hour performance test.

Well No. 5 is located on the West side of Western Avenue, one block south of South Street, and approximately 150' north of the EJ&E Railroad tracks. The pump assembly was last inspected and serviced in 2011.

The bid was divided into two sections, Labor & Services and Replacement Parts. The replacement parts section of the bid is used to establish a unit price for individual parts if needed. After the pump components are removed and inspected, a firm parts cost will be established. Due to inability to evaluate condition of underground components, the cost for repair parts could exceed the total bid for that section. DPW will recommend approval of a contingency amount and any costs above the total not to exceed amount will be brought before the Village Board for approval. This project will be paid from the Water Fund – Supply and Purification-Capital Outlays where \$75,000 is allocated for a portion of this work in the Fiscal 2017 Budget.

Municipal Well and Pump has performed well maintenance projects for the Village in the past, including Well 1 in 2010, and has satisfactorily completed all work as specified.

This contract does not include servicing the motor and Public Works will need to find a separate shop to provide that repair.

Additionally, it should be noted that DPW recognized the Board's desire to see the prevailing labor wages of Cook County paid for all labor on this project, and not just the labor performed in Park Forest. Thus we requested an alternate bid that required the Cook County Prevailing Wage to be paid for all labor associated with this project, regardless where it took place. Municipal Well and Pump's bid was the same for both the base bid and the alternate.

RECOMMENDATION: Award the Well Maintenance – Well No. 5 contract to Municipal Well and Pump located in Waupun, WI in the amount of \$38,774.00 with 25% contingency not to exceed \$48,467.50. DPW will require that the prevailing wages of Cook County be paid for all labor on this project supported through certified payroll.

It should be noted that DPW will look to purchase a new motor and variable frequency drive (VFD) for this Well under separate agreements with possibly different vendors.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of September 19, 2016, for approval.

				Water Well Solutions				Municipal Well & Pump				Great Lakes Water Resources				Layne Christensen			
<u>LABOR AND SERVICES</u>				Base Bid		Alternate Bid		Base Bid		Alternate Bid		Base Bid		Alternate Bid		Base Bid		Alternate Bid	
No.	Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total										
1	Pump, Motor, Bowl Assembly, Column Pipe, Lineshaft, and Appurtenances Removal, Inspection, Report	1	LS	\$4,690.00	\$4,690.00	\$4,690.00	\$4,690.00	\$6,630.00	\$6,630.00	\$6,630.00	\$6,630.00	\$9,858.00	\$9,858.00	\$10,358.00	\$10,358.00	\$6,966.00	\$6,966.00	\$6,966.00	\$6,966.00
2	Video Survey of Well	1	LS	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,532.00	\$1,532.00	\$1,532.00	\$1,532.00	\$1,110.00	\$1,110.00	\$1,110.00	\$1,110.00
3	Lineshaft Inspection	1	LS	\$825.00	\$825.00	\$825.00	\$825.00	\$210.00	\$210.00	\$210.00	\$210.00	\$855.00	\$855.00	\$855.00	\$855.00	\$2,100.00	\$2,100.00	\$2,275.00	\$2,275.00
4	Pipe Corrosion Protection	1	LS	\$7,512.00	\$7,512.00	\$7,512.00	\$7,512.00	\$3,210.00	\$3,210.00	\$3,210.00	\$3,210.00	\$7,101.00	\$7,101.00	\$7,101.00	\$7,101.00	\$7,572.00	\$7,572.00	\$8,203.00	\$8,203.00
5	Rebuild bowl assembly/repairs	1	LS	\$3,340.00	\$3,340.00	\$3,340.00	\$3,340.00	\$490.00	\$490.00	\$490.00	\$490.00	\$2,081.00	\$2,081.00	\$2,081.00	\$2,081.00	\$6,323.00	\$6,323.00	\$8,400.00	\$8,400.00
6	New Copper Airline (130 ft.)	1	LS	\$460.00	\$460.00	\$460.00	\$460.00	\$170.00	\$170.00	\$170.00	\$170.00	\$190.00	\$190.00	\$190.00	\$190.00	\$70.00	\$70.00	\$70.00	\$70.00
7	Bailing Well	8	HR	\$335.00	\$2,680.00	\$335.00	\$2,680.00	\$368.00	\$2,944.00	\$368.00	\$2,944.00	\$310.00	\$2,480.00	\$310.00	\$2,480.00	\$580.00	\$4,640.00	\$633.00	\$5,064.00
8	Reinstallation	1	LS	\$3,350.00	\$3,350.00	\$3,350.00	\$3,350.00	\$7,590.00	\$7,590.00	\$7,590.00	\$7,590.00	\$4,972.00	\$4,972.00	\$4,972.00	\$4,972.00	\$6,966.00	\$6,966.00	\$6,966.00	\$6,966.00
9	Testing	1	LS	\$3,350.00	\$3,350.00	\$3,350.00	\$3,350.00	\$1,480.00	\$1,480.00	\$1,480.00	\$1,480.00	\$1,364.00	\$1,364.00	\$1,364.00	\$1,364.00	\$2,531.00	\$2,531.00	\$2,531.00	\$2,531.00
				Labor and Services \$27,507.00		Labor and Services \$27,507.00		Labor and Services \$25,224.00		Labor and Services \$25,224.00		Labor and Services \$30,433.00		Labor and Services \$30,933.00		Labor and Services \$38,278.00		Labor and Services \$41,585.00	

				Water Well Solutions				Municipal Well & Pump				Great Lakes Water Resources				Layne Christensen			
<u>REPLACEMENT PARTS</u>				Base Bid		Alternate Bid		Base Bid		Alternate Bid		Base Bid		Alternate Bid		Base Bid		Alternate Bid	
No.	Item	Quantity	Unit	Unit Price	Total														
A.	10' x 10'-0" Schedule 40 column pipe	4	EA	\$878.00	\$3,512.00	\$878.00	\$3,512.00	\$438.00	\$1,752.00	\$438.00	\$1,752.00	\$492.00	\$1,968.00	\$492.00	\$1,968.00	\$440.00	\$1,760.00	\$440.00	\$1,760.00
B.	10" x 2-3/4" combination couplings	4	EA	\$542.00	\$2,168.00	\$542.00	\$2,168.00	\$485.00	\$1,940.00	\$485.00	\$1,940.00	\$580.00	\$2,320.00	\$580.00	\$2,320.00	\$557.00	\$2,228.00	\$557.00	\$2,228.00
C.	10" O.D. zinc sleeve installed 1/8" x 10"	8	EA	\$135.00	\$1,080.00	\$135.00	\$1,080.00	\$86.00	\$688.00	\$86.00	\$688.00	\$193.00	\$1,544.00	\$193.00	\$1,544.00	\$179.00	\$1,432.00	\$191.00	\$1,528.00
D.	10" I.D. zinc sleeve installed 1/8" x 10"	14	EA	\$135.00	\$1,890.00	\$135.00	\$1,890.00	\$86.00	\$1,204.00	\$86.00	\$1,204.00	\$245.00	\$3,430.00	\$245.00	\$3,430.00	\$171.00	\$2,394.00	\$183.00	\$2,562.00
E.	1-1/2" x 10" stainless steel lineshafts	12	EA	\$158.00	\$1,896.00	\$158.00	\$1,896.00	\$226.00	\$2,712.00	\$226.00	\$2,712.00	\$286.00	\$3,432.00	\$286.00	\$3,432.00	\$284.00	\$3,408.00	\$284.00	\$3,408.00
F.	1-1/2" x 5' stainless steel lineshafts	2	EA	\$125.00	\$250.00	\$125.00	\$250.00	\$140.00	\$280.00	\$140.00	\$280.00	\$258.00	\$516.00	\$258.00	\$516.00	\$226.00	\$452.00	\$226.00	\$452.00
G.	1-1/2" stainless steel lineshaft couplings	15	EA	\$22.00	\$330.00	\$22.00	\$330.00	\$34.00	\$510.00	\$34.00	\$510.00	\$71.00	\$1,065.00	\$71.00	\$1,065.00	\$25.00	\$375.00	\$25.00	\$375.00
H.	1-1/2" x 2-3/4" rubber lineshaft bearings	15	EA	\$70.00	\$1,050.00	\$70.00	\$1,050.00	\$30.00	\$450.00	\$30.00	\$450.00	\$96.00	\$1,440.00	\$96.00	\$1,440.00	\$25.00	\$375.00	\$25.00	\$375.00
I.	10' x 10" suction pipe	1	EA	\$564.00	\$564.00	\$564.00	\$564.00	\$460.00	\$460.00	\$460.00	\$460.00	\$834.00	\$834.00	\$834.00	\$834.00	\$392.00	\$392.00	\$392.00	\$392.00
J.	Motor drive shaft	1	EA	\$125.00	\$125.00	\$125.00	\$125.00	\$140.00	\$140.00	\$140.00	\$140.00	\$105.00	\$105.00	\$105.00	\$105.00	\$631.00	\$631.00	\$631.00	\$631.00
K.	Bronze bowl wear rings	4	EA	\$225.00	\$900.00	\$225.00	\$900.00	\$110.00	\$440.00	\$110.00	\$440.00	\$190.00	\$760.00	\$190.00	\$760.00	\$37.00	\$148.00	\$37.00	\$148.00
L.	Bronze bowl bearings	6	EA	\$70.00	\$420.00	\$70.00	\$420.00	\$87.00	\$522.00	\$87.00	\$522.00	\$136.00	\$816.00	\$136.00	\$816.00	\$133.00	\$798.00	\$133.00	\$798.00
M.	1-11/16" stainless steel impeller shaft	1	EA	\$380.00	\$380.00	\$380.00	\$380.00	\$220.00	\$220.00	\$220.00	\$220.00	\$710.00	\$710.00	\$710.00	\$710.00	\$632.00	\$632.00	\$632.00	\$632.00
N.	12 TLC bronze impeller	4	EA	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$538.00	\$2,152.00	\$538.00	\$2,152.00	\$1,578.00	\$6,312.00	\$1,578.00	\$6,312.00	\$0.00	\$0.00	\$0.00	\$0.00
O.	Bronze stuffing box bearing and packing	1	LS	\$70.00	\$70.00	\$70.00	\$70.00	\$80.00	\$80.00	\$80.00	\$80.00	\$341.00	\$341.00	\$341.00	\$341.00	\$137.00	\$137.00	\$137.00	\$137.00
				Replacement Parts \$20,435.00		Replacement Parts \$20,435.00		Replacement Parts \$13,550.00		Replacement Parts \$13,550.00		Replacement Parts \$25,593.00		Replacement Parts \$25,593.00		Replacement Parts \$15,162.00		Replacement Parts \$15,426.00	

Total Base Bid Price	\$47,942.00	Total Alt. Bid Price	\$47,942.00	Total Base Bid Price	\$38,774.00	Total Alt. Bid Price	\$38,774.00	Total Base Bid Price	\$56,026.00	Total Alt. Bid Price (Corrected)	\$56,526.00	Total Base Bid Price	\$53,440.00	Total Alt. Bid Price	\$57,011.00
											Total Alt. Bid Price (As Read)	\$56,025.00			

AGENDA BRIEFING

DATE: August 29, 2016

TO: Mayor John Ostenburg
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

RE: An Ordinance Adopting Prevailing Wage Standards

BACKGROUND/DISCUSSION:

The Village is required annually to adopt prevailing wage standards for all public works projects. The standards are published in June. Attached is the required ordinance and the wage standards.

SCHEDULE FOR CONSIDERATION:

This matter will appear on the Agenda of the Regular Meeting of September 19, 2016 for Final Reading.

**VILLAGE OF PARK FOREST
COOK COUNTY AND WILL COUNTY, ILLINOIS**

ORDINANCE

NO. _____

**AN ORDINANCE ADOPTING THE PREVAILING WAGE STANDARDS IN THE
VILLAGE OF PARK FOREST, COOK COUNTY AND WILL COUNTY, ILLINOIS**

**Published in pamphlet form by authority of Mayor and Village Clerk of the Village of Park Forest on _____ --16
Village of Park Forest, 350 Victory Drive, Park Forest IL 60466**

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE PREVAILING WAGE STANDARDS IN THE VILLAGE OF PARK FOREST, COOK COUNTY AND WILL COUNTY, ILLINOIS

WHEREAS, the State of Illinois (the “*State*”) has enacted the “Prevailing Wage Act,” 820 ILCS 130/1 *et seq.* (the “*Act*”) which is an act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works; and

WHEREAS, it is the policy of the State that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, mechanics and other workers employed by or on behalf of any and all public bodies engaged in public works; and

WHEREAS, the Act requires that the Village of Park Forest investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the locality of the Village of Park Forest employed in performing construction of public works, for the Village of Park Forest; and

WHEREAS, the Village of Park Forest has ascertained and examined the prevailing wage classifications and rates determined by the Department of Labor for Cook County for July 2015, which is the last available date wage rates were published by the Department of Labor.

NOW, THEREFORE, be it ordained by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, as follows:

Section 1: That the above recitals and legislative findings are incorporated herein and made a part hereof.

Section 2: To the extent and as required by the Act, the general prevailing rates of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village of Park Forest is hereby ascertained to be the same as the prevailing rates of wages for construction work in the Cook County area, as determined by the Department of Labor of the State of Illinois as of last available date wage rates were published by the Department of Labor..

Section 3: As required by the Act, any and all revisions of the prevailing rates of wages by the Department of Labor of the State of Illinois shall supersede the Department's last publication of prevailing rates for construction work undertaken by the Village of Park Forest. The definition of any terms appearing in the Ordinance which are also used in the Act shall be the same as in the Act.

Section 4: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction undertaken by the Village of Park Forest to the extent required by the Act.

Section 5: The Village Clerk shall publicly post this determination or any revisions of such prevailing rate of wages, and keep it available for inspection at the Village Hall by any interested party. A copy of the determination or of the currently revised determination of the prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 6: The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, and have requested copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 7: The Village Clerk shall promptly file a certified copy of this Ordinance with the Illinois Department of Labor, Prevailing Wage Division, One West Old State Capitol Plaza, Room 300, Springfield, IL 62701.

Section 8: Within thirty (30) days after the filing with the Illinois Department of Labor, the Village Clerk shall cause a notice to be published in a newspaper of general circulation within the Village stating:

THE VILLAGE OF PARK FOREST
COOK COUNTY AND WILL COUNTY, ILLINOIS

PUBLIC NOTICE OF ADOPTION OF
PREVAILING WAGE STANDARDS

PLEASE TAKE NOTICE that on _____, 2016, the Mayor and Board of Trustees of the Village of Park Forest, Cook County and Will County, Illinois, adopted Ordinance No. _____ determining prevailing wages, as of the last available date wages were published by the State of Illinois Department of Labor pursuant to 820 ILCS 130/1 *et seq.*, which determination is now effective.

(Date of Publication)

Published by Order of the Mayor and Board of Trustees
of the Village of Park Forest.

Sheila McGann
Village Clerk

Section 9: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 10: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 11: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED by the Mayor and Board of Trustees of the Village of Park Forest, Cook County and Will County, Illinois this _____ day of July, 2016, pursuant to roll call vote, as follows:

	Yes	No	Absent	Present
Mae Brandon				
JeRome Brown				
Tiffani Graham				
Robert McCray				
Georgia O'Neill				
Theresa Settles				
TOTAL:				

APPROVED by the Mayor of the Village of Park Forest, Cook County and Will County, Illinois on this _____ day of July, 2016.

APPROVED:

ATTEST:

 John A Ostenburg
 Mayor

 Sheila McGann
 Clerk

STATE OF ILLINOIS)
) SS
COUNTIES OF COOK AND WILL)

CERTIFICATION

I, Sheila McGann, do hereby certify that I am the duly qualified and elected Clerk of the Village of Park Forest, Cook and Will Counties, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Park Forest, Cook and Will Counties, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Ordinance No. _____, “An Ordinance Adopting the Prevailing Wage Standards, “adopted and approved by the Mayor and Board of Trustees of the Village of Park Forest, Illinois on _____, 2016.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Park Forest, Cook and Will Counties, Illinois this ____ day of _____, 2016.

Sheila McGann
Village Clerk
Village of Park Forest

**LEGAL NOTICE
PREVAILING WAGE RATES
VILLAGE OF PARK FOREST, ILLINOIS**

NOTICE IS HEREBY GIVEN that the Village of Park Forest, Cook and Will Counties, Illinois (the "Village"), pursuant to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* (the "Act"), adopted an ordinance **of August 15, 2016**, establishing the prevailing rate of wages to be paid to laborers, mechanics and other workers employed in any public works project by any public body or by anyone under contract of public works, said prevailing wage classifications and rates having been determined for the Counties of Cook and Will by the Illinois Department of Labor. A copy of the ordinance is on file and available for inspection by any interested party in the office of the Village Clerk, Village of Park Forest, 350 Victory Drive, Park Forest, Illinois 60466.

/s/ Sheila McGann

Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng	
ASBESTOS ABT-GEN	ALL			39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
ASBESTOS ABT-MEC	BLD			36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720	
BOILERMAKER	BLD			47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400	
BRICK MASON	BLD			43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030	
CARPENTER	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
CEMENT MASON	ALL			43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480	
CERAMIC TILE FNShER	BLD			36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770	
COMM. ELECT.	BLD			40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750	
ELECTRIC PWR EQMT OP	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460	
ELECTRIC PWR GRNDMAN	ALL			37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370	
ELECTRIC PWR LINEMAN	ALL			47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480	
ELECTRICIAN	ALL			45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000	
ELEVATOR CONSTRUCTOR	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600	
FENCE ERECTOR	ALL			37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300	
GLAZIER	BLD			40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940	
HT/FROST INSULATOR	BLD			48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720	
IRON WORKER	ALL			44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350	
LABORER	ALL			39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
LATHER	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
MACHINIST	BLD			45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000	
MARBLE FINISHERS	ALL			32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620	
MARBLE MASON	BLD			43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780	
MATERIAL TESTER I	ALL			29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
MATERIALS TESTER II	ALL			34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
MILLWRIGHT	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
OPERATING ENGINEER	BLD 1			48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	BLD 2			46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	BLD 3			44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	BLD 4			42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	BLD 5			51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	BLD 6			49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	BLD 7			51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	FLT 1			53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	FLT 2			52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250	
OPERATING ENGINEER	FLT 3			46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	FLT 4			38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	FLT 5			55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER	FLT 6			35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250	
OPERATING ENGINEER	HWY 1			46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	HWY 2			45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	HWY 3			43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	HWY 4			42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	HWY 5			41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	HWY 6			49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER	HWY 7			47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
ORNAMNTL IRON WORKER	ALL			45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650	
PAINTER	ALL			41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770	
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000	
PILEDRIVER	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
PISEFITTER	BLD			46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780	
PLASTERER	BLD			43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020	
PLUMBER	BLD			46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880	
ROOFER	BLD			41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530	
SHEETMETAL WORKER	BLD			42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720	
SIGN HANGER	BLD			31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000	
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550	
STEEL ERECTOR	ALL			42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350	
STONE MASON	BLD			43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030	
SURVEY WORKER	>NOT IN EFFECT			ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD			38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720	
TERRAZZO MASON	BLD			41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940	
TILE MASON	BLD			43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990	
TRAFFIC SAFETY WRKR	HWY			32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500	
TRUCK DRIVER	E ALL 1			35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000	0.150	

TRUCK DRIVER	E	ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL 1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150
TRUCK DRIVER	W	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD		43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: RC (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMM (Foreman Rate)
 M-F8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensi (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

The following list is considered as these days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service

of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Travelling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Rollers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting,

and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders,

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarifier; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Elacer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Crawler Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machines; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill; Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Baled or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Drilling Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes; Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of

like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Weld Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks, A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics; Helpers and Grasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task,

the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

AGENDA BRIEFING

DATE: September 7, 2016

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Sandra Zoellner
Assistant Director of Economic Development and Planning

RE: Adoption of an Ordinance Amending the Will-Cook Enterprise Zone Boundary, Map and Legal Description

BACKGROUND/DISCUSSION:

In support of regional economic development initiatives, in 2014, the Villages of Matteson, Monee, University Park, Richton Park, and Park Forest, along with Will and Cook Counties applied for an Enterprise Zone designation. The designation was awarded in December 2015. One of the businesses that contributed a letter of support for the application, Applewood Nursing Home, was inadvertently excluded from the territory included in the Zone. Therefore, all municipalities that are part of the Enterprise Zone need to revise the zone boundaries so this business can utilize the incentives offered by the Enterprise Zone.

The Will-Cook Enterprise Zone is slightly under 15 square miles. Zones cannot exceed 15 square miles. Matteson proposes removing more than sufficient property to accommodate the addition. The Village of Matteson proposes to add 4.31 acres for the Applewood Nursing Home and remove the Matteson Community Center and Colin Powell School (37.8 Acres).

Attached is the Ordinance, Map and Legal Description for the proposed Change.

Park Forest Village Staff recommends approving the Amendment and adopting the Ordinance. The Ordinance, Map and Legal Description were prepared by Matteson's Legal Counsel and are consistent with the Intergovernmental Agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Meeting of September 19, 2016, for Final Reading.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF PARK FOREST, COOK COUNTY AND
WILL COUNTY, ILLINOIS AMENDING THE BOUNDARIES OF THE WILL-COOK
ENTERPRISE ZONE**

WHEREAS, the Village of Park Forest received certification of an enterprise zone from the Illinois Department of Commerce and Economic Opportunity under the provision of the “Illinois Enterprise Zone Act” (20 ILCS 655/1 et. Seq.) on December 17, 2015; and the zone will be in force beginning January 1, 2016 and will be in effect for an initial fifteen (15) calendar years expiring on December 31, 2030;

WHEREAS, enterprise zones provide incentives in order to promote the economic growth of the area, to reduce unemployment, and to encourage expansion, rehabilitation and new construction within the proposed zone; and

WHEREAS, the Village of Park Forest finds it necessary and desirable to further amend the terms of the Ordinance, pursuant to Section 5.4 of the Act; and,

WHEREAS, on April 24, 2016, the Administrator of the Will Cook Enterprise Zone duly caused public notice to be published in Daily Southtown, a newspaper of general circulation within the certified Enterprise Zone, of a public hearing to be conducted within the Enterprise Zone on whether the Ordinance, should be further amended to add and delete territory within the enterprise zone boundary; and

WHEREAS, on May 2, 2016, the Administrator of the Will Cook Enterprise Zone duly conducted a public hearing in the Community Center of the Village of Matteson at which information was presented and public comment was elicited on the proposed amendment to the Ordinance as specified in the notice as published.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF THE
VILLAGE OF PARK FOREST, ILLINOIS:**

Section One. Section 4, Description of the Zone is hereby amended, amending the boundary of the Enterprise Zone previously designated, by that area described as Exhibit A, which is attached hereto and incorporated herein.

Section Two. All ordinances and parts of ordinances that are in conflict herewith are hereby repealed, insofar as they do so conflict.

Section Three. SEVERABILITY - This Ordinance and every provision thereof shall be considered severable and the invalidity of any section clause, paragraph, sentence or provision of this Ordinance will not affect the validity of any other portion of this Ordinance.

Section Four. PUBLICATION AND EFFECTIVE DATE - The Village Clerk is hereby authorized to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect from after its passage, approval and publication as required by law.

Presented, passed and approved this _____ day of _____, 2016.

APPROVED:

ATTEST:

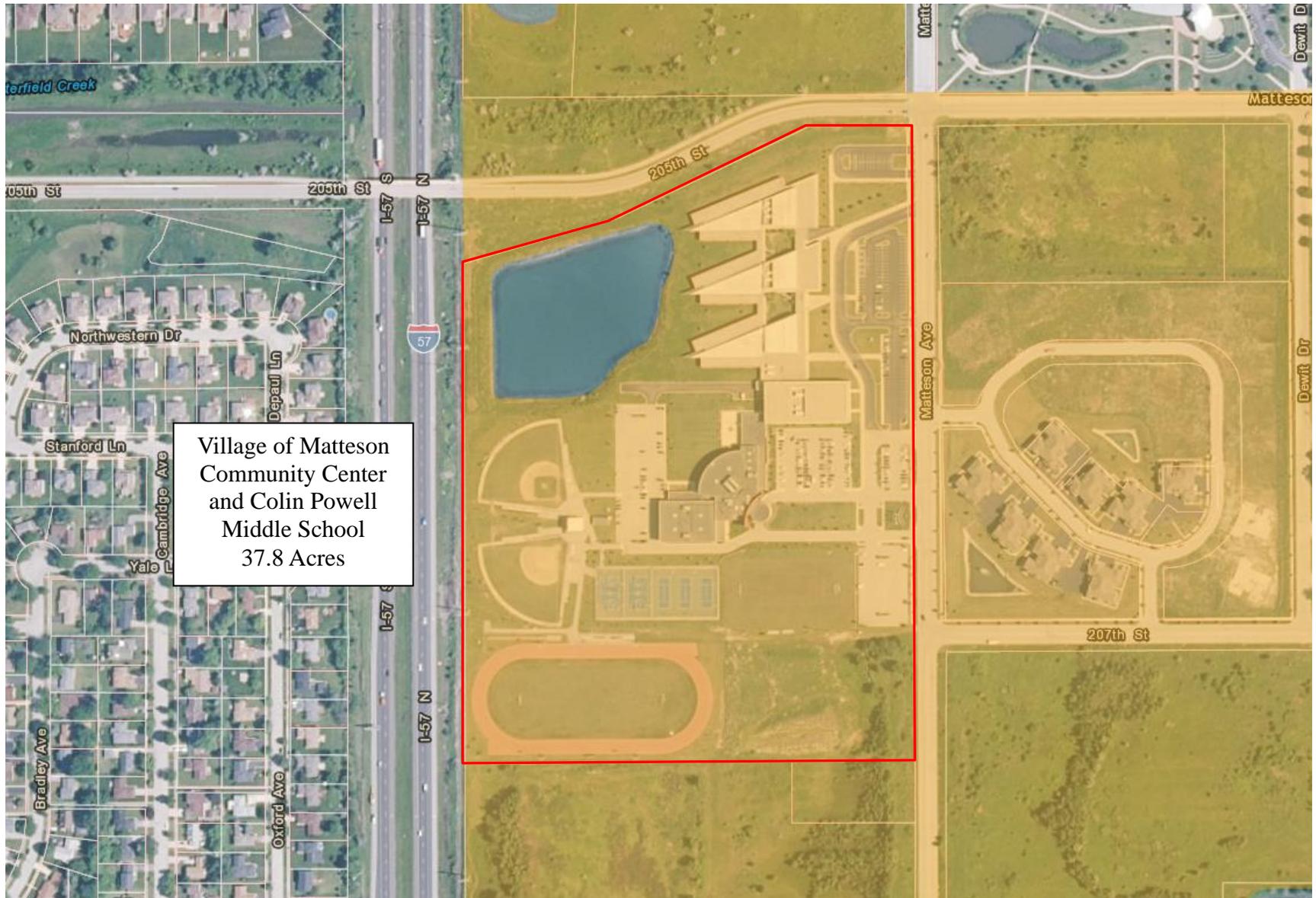
John Ostenburg, Mayor

Sheila McGann, Village Clerk

Area to be added



Area to be Removed



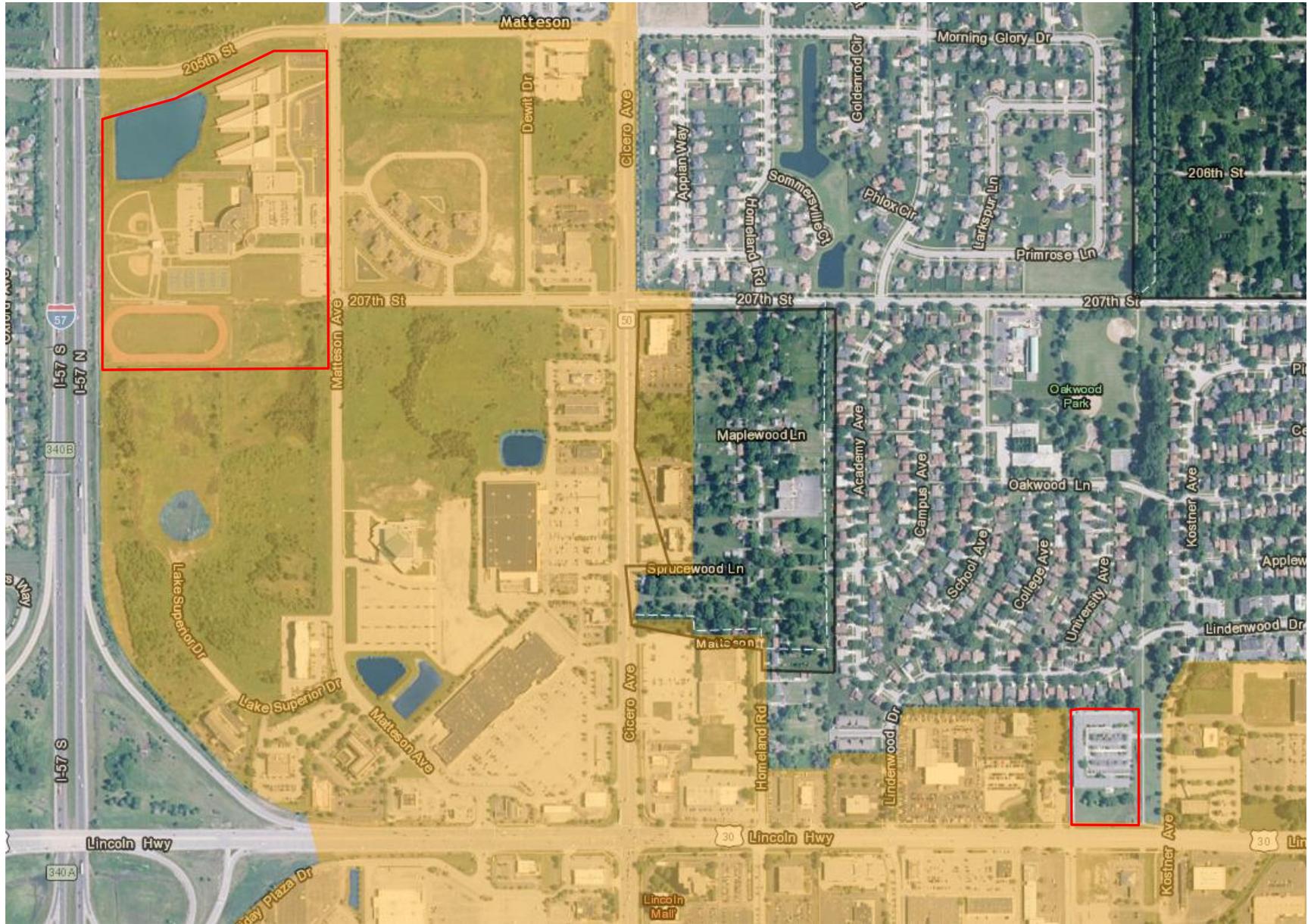


Exhibit B

Territory to be Added

Legal Description

Certain real property located in the Village of Matteson, County of Cook, State of Illinois, having a street address of 21020 Kostner Avenue, more particularly described as follows:

OUTLOT C IN MATTESON HIGHLANDS UNIT 3, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE EAST 1/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4, ALL IN SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIOIS.

PERMENANT REAL ESTATE TAX IDENFICATION NUMBER: 31-22-114-023
31-22-114-024
31-22-114-025
31-22-114-026

Territory to be Removed

PART OF LOT 15 IN SCHOOL TRUSTEES SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 60.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 16 AND 1395.00 FEET WEST OF A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, 1226.53 FEET; THENCE NORTH 89°50'42" WEST, 80.00 FEET; THENCE SOUTH 00°06'44" WEST, 312.40 FEET; THENCE NORTH 89°50'42" WEST, 1133.53 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF INTERSTATE 57; THENCE NORTH 00°10'43" EAST ALONG SAID EAST RIGHT OF WAY LINE, 312.40 FEET TO THE NORTH LINE OF SAID SECTION 21 ALSO BEING THE SOUTH LINE OF SAID SECTION 16; THENCE CONITUING NORTH 00°10'43" EAST ALONG SAID EAST RIGHTH OF WAY LINE, 946.22 FEET TO THE SOUTH RIGHT OF WAY LINE OF 205TH STREET; THENCE NORTH 75°10'16' EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 406.57 FEET; THENCE NORTH 66°30'22" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 535.31 FEET; THENCE SOUTH 89°55'33" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 326.28 FEET TO THE POINT OF BEGINNING.

PERMENANT REAL ESTATE TAX IDENFICATION NUMBER: 31-16-402-002

EXHIBIT C
AN INTERGOVERNMENTAL AGREEMENT
BETWEEN

The Village of Matteson, The Village of Monee, The Village of Park Forest, The Village of Richton Park, The Village of University Park, The County of Cook, and The County of Will.

WHEREAS, the aforesaid Villages and Cities are Municipalities organized and existing under the laws of the State of Illinois (the “Municipalities”) and the Counties of Cook and Will (the “Counties”) are bodies politic and corporate organized and existing under the State of Illinois Constitution and Statutes of the State; and

WHEREAS, the State of Illinois Enterprise Zone Act (20 ILCS 655/1 et seq.) provides for the creation of enterprise zones to encourage private sector investments in economically distressed areas throughout the State; and

WHEREAS, The Parties have areas, within their respective legal boundaries, that are economically distressed and would benefit from private sector investments under the Enterprise Zone Act; and

WHEREAS, it is determined that it is in the best interest of the citizens of the Municipalities and Counties to establish an Enterprise Zone and encourage private sector investments within said Enterprise Zone; and

WHEREAS, the aforesaid Municipalities and Counties have joined in the collective pursuit of the creation of an Enterprise Zone, by approval of their respective governing bodies; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5ILCS, Section 220/1 et seq, authorize counties and municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, Counties and Municipalities are empowered to contract for the purposes set forth therein; and

WHEREAS, the Municipalities and Counties have declared and established an Enterprise Zone pursuant the authority granted by the Illinois Enterprise Zone Act, as amended, subject to the approval by the Illinois Enterprise Zone Board and certification by the Illinois Department of Commerce and Economic Opportunity. This Enterprise Zone is named and designated as the “Will-Cook” Enterprise Zone; and

WHEREAS, the term of the Enterprise Zone is 15 years, subject to the effective date of January 1 of the first calendar year after certification by the Department of Commerce and Economic Opportunity and the potential 10-year renewal enumerated in the Illinois Enterprise Zone Act; and

WHEREAS, the proposed Enterprise Zone amendment (Amendment 16-001 Applewood Nursing Home) is outlined in the map in **EXHIBIT A** and its boundaries are delineated in the legal description provided in **EXHIBIT B**, which exhibits are attached to this Intergovernmental Agreement and incorporated herein by reference;

WHEREAS, the Zone area exceeds the minimum requirement of meeting 3 of the 10 criteria specified in the Illinois Enterprise Act (20 ILCS 655/4 (f); as demonstrated in the Enterprise Zone Qualifications Report; and

WHEREAS, the Counties and the Municipalities declared and affirmed that the Zone Area is qualified for designation as an Enterprise Zone in accordance with the provisions of the Enterprise Zone Act.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE RECITALS HEREIN ABOVE SET FORTH AND OTHER GOOD AND VALUABLE CONSIDERATIONS, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BETWEEN THE COUNTIES AND THE MUNICIPALITIES, AS FOLLOWS:

SECTION 1. **INCORPORATION BY REFERENCE**

The Preamble to this Agreement and all Exhibits referred to in this Agreement and its Preamble are hereby incorporated herein as if fully set forth in this Section 1.

SECTION 2. **DESIGNATION**

The Municipalities and Counties have adopted such Ordinances as are convenient and necessary to designate and implement an Enterprise Zone pursuant to the Illinois Enterprise Zone Act. This Enterprise Zone is named and known as the Will-Cook Enterprise Zone.

SECTION 3. **INCENTIVES**

The State of Illinois, Counties and Municipalities offer incentives designed to encourage businesses in the private sector to locate and expand within Enterprise Zones, subject to terms, conditions, rules and limitations as legally provided.

STATE INCENTIVES

- **Sales Tax Exemption** – A 6.25 percent state sales tax exemption is permitted on building materials to be used in an Enterprise Zone. The Materials must be permanently affixed to the property and must be purchased from a qualified retailer.
- **Enterprise Zone Machinery and Equipment Consumables/Pollution Control Facilities Sales Tax Exemption** – A 6.25 percent state sales tax exemption of purchases of tangible personal property to be used in the manufacturing or assembly process or in the operation of a

pollution control facility within an Enterprise Zone is available. Eligibility is based on a business making an investment in an Enterprise Zone of at least \$5 million in qualified property that creates a minimum of 200 fulltime-equivalent jobs, a business investing at least \$40 million in a zone and retaining at least 2,000 jobs, or a business investing at least \$40 million in a zone which causes the retention of at least 80 percent of the jobs existing on the date it is certified to receive the exemption.

- **Enterprise Zone Utility Tax Exemption** – A state utility tax exemption on gas, electricity and the Illinois Commerce Commission’s administrative charge and telecommunication excise tax is available to businesses located in Enterprise Zones. Eligible businesses must make an investment of at least \$5 million in qualified property that creates a minimum of 200 full-time equivalent jobs in Illinois, an investment of \$20 million that retains at least 1,000 full-time-equivalent jobs, or an investment of \$175 million that creates 150 full-time equivalent jobs in Illinois. The majority of the jobs created must be located in the Enterprise Zone where the investment occurs.
- **Enterprise Zone Investment Tax Credit** – A state investment tax credit of 0.5 percent is allowed a taxpayer who invests in qualified property in a Zone. Qualified property includes machinery, equipment and buildings. The credit may be carried forward for up to five years. This credit is in addition to the regular 0.5 percent Investment tax credit, which is available throughout the state, and up to 0.5 percent credit for increased employment over the previous year.
- **Contribution Deduction** - Businesses may deduct double the value of a cash or in-kind contribution to an approved project of a Designated Zone Organization from taxable income.

LOCAL INCENTIVES AND FEES

Local governments, through the assistance and coordination of the Enterprise Zone Administrator, may provide a variety of local incentives to further encourage economic growth and investment within enterprise zones. The incentives offered are determined by counties and municipalities. The following Enterprise Zone incentives are hereby offered:

- a) Abatement of 50% of the municipal portion of property taxes on industrial or commercial properties developed through projects of new building construction or building rehabilitation leading to reoccupation, in which the cost of building construction materials exceeded \$50,000, for the first five years following the completion of these building developments. This benefit will not be applicable if the project investor is also the recipient of tax relief for this property under the terms of a tax increment finance (TIF) agreement or other substantial property tax abatement provided by a unit of local government.
- b) Waiver of 50% of initial building permit or zoning application fees for projects of industrial or commercial building construction or rehabilitation in which the cost of building construction materials will exceed \$50,000.

- c) The Enterprise Zone will make available to the project developer, and other interested individuals, certain written documentation and materials relative to additional incentives, including public or not for profit financing and workforce development programs. There is no representation that the documents and materials provided by the Enterprise Zone include all incentives and programs available to the project.

The Zone Administrator shall file a copy of the Enterprise Zone's fee schedule with the Department of Commerce and Economic Opportunity by April 1 of each year. The Zone Administrator may charge up to 0.5% of the cost of building materials of the project associated with the Enterprise Zone, provided that a maximum fee of no more than \$50,000 is permitted (20 ILCS 655/8.2 (c) as to each project.

SECTION 4. ZONE MANAGEMENT:

Upon approval of the Enterprise Zone and certification by the Department of Commerce and Economic Opportunity each party to this Agreement shall appoint a representative to serve and participate in a zone management organization that is hereby designated and to be known as the Joint Enterprise Zone Governing Council (the "Council"). The Council will by majority vote adopt rules and procedures for the management of the Enterprise Zone, including its financial matters. This Council is the governing body of the Enterprise Zone and will appoint the Zone Administrator. Decisions on appointment or removal of the Zone Administrator shall be made in the following manner:

- (a) Nominations shall be received from members of the Council for appointment of the Zone Administrator. Appointment of the Zone Administrator shall be by two-thirds vote of the Council.
- (b) The Zone Administrator may be removed by two-thirds vote of the Council.
- (c) The Zone Administrator must be an employee or officer of one of the Municipalities or one of the Counties.

SECTION 5. ZONE ADMINISTRATOR:

The Zone Administrator is responsible for the day-to-day operation of the Enterprise Zone including the following duties:

- (a) Supervise the implementation of the provisions of this Intergovernmental Agreement and the Illinois Enterprise Zone Act.
- (b) Act as a liaison between the Counties, Municipalities, the Illinois Department of Commerce Economic Opportunity, Designated Zone Organizations, and other State, Federal and local agencies, whether public or private.

- (c) Conduct an ongoing evaluation of the Enterprise Zone Programs and submit evaluative reports at least annually to the Council.
- (d) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (e) Recommend qualified Designated Zone Organizations to the Council.
- (f) Have other such duties as specified by the Council, including the appointment of authorized personnel as appropriate, to assure the smooth operation of the Enterprise Zone.

SECTION 6. DESIGNATED ZONE ORGANIZATIONS:

The Council, at its discretion, may select Designated Zone Organizations, pursuant to the qualifications enumerated in the Enterprise Zone Act 20 ILCS 655/3(d) and delegate the performance of permissible services or functions to said Designated Zone Organizations. Nothing herein shall be deemed to limit or restrict the right of the Council to delegate operational responsibilities to Designated Zone Organizations or other appropriate entities, permitted by law. Provided that no delegation including performance, services or functions, is effective until the proposed Designated Zone Organization is approved, pursuant to Application duly filed, by the Department of Commerce and Economic Opportunity.

SECTION 7. AMENDMENTS TO THIS AGREEMENT:

This Agreement shall remain in full force and effect unless amended or modified by the mutual written agreement of the parties. Except as expressly set forth above, nothing contained within this paragraph shall be construed to bar or limit the rights of either the Counties or the Municipalities to enforce the terms of this Agreement.

SECTION 8. DURATION OF AGREEMENT:

This Agreement shall be in full force and effect during the legal existence of the Enterprise Zone unless duly terminated, amended, extended, renewed or revised by the mutual written agreement of the respective corporate authorities of the Municipalities and the Counties.

SECTION 9. REPRESENTATION BY THE PARTIES:

The Parties represent, warrant, and agree, to and with each other, that each has taken all necessary corporate and legal action to authorize the execution, delivery, and performance on their part of this Agreement, and the performance hereto by each will not be in contravention of any

resolutions, ordinances, laws, contracts, or agreements to which it is a party or to which it is subject. The Parties shall deliver to each other certified copies of all resolutions or ordinances authorizing the execution and performance of this Agreement.

SECTION 10. **FAILURE TO ENFORCE:**

The failure of any party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver thereof in any instance, nor shall it be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

SECTION 11. **CAUSES BEYOND CONTROL:**

No party to this Agreement shall be liable to another for failure, default or delay in performing any of its obligations hereunder, provided such failure, default or delay in performing any of its obligations specified herein is caused by strikes; by forces of nature; unavoidable accident; fire; acts of public enemy; or order of court. Should any of the foregoing occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.

SECTION 12. **NOTICES:**

Any notice required by this Agreement shall be in writing and shall be served by personal delivery on the municipal/county clerk or chief administrative officer of the receiving party. In lieu of personal service, required notices may be served by certified mail, return receipt requested, addressed to the municipal/county clerk or chief administrative officer of the receiving party. Notices shall be deemed served on the day of personal delivery or on the fourth day following mailing.

SECTION 13. **RESERVATION OF RIGHTS:**

Nothing in this Agreement is intended to confer a benefit or right of enforcement upon any third party. Further, both parties specifically reserve all rights, privileges and immunities conferred upon them by law.

SECTION 14. **AGENCY:**

Neither party neither is an agent of the other party nor shall neither incur any costs, expenses or obligations on behalf of the other.

SECTION 15. **COMPLETE AGREEMENT:**

This Agreement sets forth the complete understanding between the parties relating to the terms and conditions hereof and any amendment hereto to be effective must be in writing and duly authorized and signed by the duly authorized representative of the parties.

SECTION 16. SEVERABILITY:

If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are to be severable.

SECTION 17. CONSTRUCTION:

This Agreement shall be construed in accordance with the laws of the State of Illinois.

SECTION 18. EFFECTIVE DATE:

This Agreement shall be in full force and effect as of the date set forth below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers hereunto duly authorized and their respective corporate seals to be hereunto affixed and attested by their respective officers having custody thereof the day and year first above written.

Dated this ___ day of _____, 2016

**Village of Matteson
Cook/Will County Illinois, an Illinois
Municipal Corporation**

By: _____
President

ATTEST:

Village Clerk

Date

**Village of Monee
Cook/Will County Illinois, an Illinois
Municipal Corporation**

By: _____
President

ATTEST:

Village Clerk

**Village of Park Forest
Cook/Will County Illinois, an Illinois
Municipal Corporation**

**By: _____
President**

Date

ATTEST:

Village Clerk

Date

**Village of Richton Park
Cook/Will County Illinois, an Illinois
Municipal Corporation**

**By: _____
President**

ATTEST:

Village Clerk

Date

**Village of University Park
Cook/Will County Illinois, an Illinois
Municipal Corporation**

**By: _____
President**

ATTEST:

Village Clerk

Date

**County of Cook
A Body Politic and Corporate
Of the State of Illinois**

ATTEST:

By: _____
President

County Clerk

Date

**County of Will
An Illinois Body Politic**

ATTEST:

By: _____
County Executive

County Clerk

Date

AGENDA BRIEFING

DATE: August 30, 2016

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP, Director of Economic Development and Planning

RE: Ordinance Authorizing the Donation of a Property at 238 Arrowhead Street to the South Suburban Land Bank and Development Authority

BACKGROUND/DISCUSSION:

The Village obtained the deed to the property at 238 Arrowhead Street through the judicial abandonment process in August 2016. There is still a house on the property that is vacant and blighted. The house will be deconstructed using the IHDA Blight Reduction Program grant. The Village is partnering with the South Suburban Land Bank and Development Authority (SSLBDA) on this grant, and under the terms of the grant, the SSLBDA is required to own all properties before deconstruction begins. Therefore, the Village will transfer the deed to the SSLBDA so it can be deconstructed with the grant funds. Ultimately, the property will be transferred back to the Village as part of the Village's land banking program in the Eastgate neighborhood.

The Village Attorney reviewed and approved the attached Ordinance and the attached Donation Agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Board meeting agenda of September 19, 2016, for First Reading.

ORDINANCE NO.

**AN ORDINANCE AUTHORIZING THE DONATION
OF PROPERTY COMMONLY KNOWN AS 238 ARROWHEAD STREET
IN THE VILLAGE OF PARK FOREST, COOK COUNTY, ILLINOIS**

WHEREAS, the Mayor and Board of Trustees of the Village of Park Forest (“Park Forest”) have determined that it is necessary and desirable that certain real property located within Park Forest which is commonly known as 238 Arrowhead Street and which is legally described on Exhibit “A” attached hereto (“Subject Property”) be donated by Park Forest to the South Suburban Land Bank and Development Authority (“SSLBDA”); and

WHEREAS, the Subject Property is being donated to the SSLBDA in order to promote the public health, safety and welfare.

NOW, THEREFORE, be it ordained by the Mayor and Board of Trustees of the Village of Park Forest, Cook County, Illinois, in the exercise of Park Forest’s home rule powers as follows:

SECTION 1: The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2: The Mayor and Board of Trustees hereby authorize the donation of the Subject Property, pursuant to the terms and conditions of a Donation Acceptance Agreement between Park Forest, as the title holder of record, and the SSLBDA in substantially the form attached hereto as Exhibit “B” as finally determined by the Village Manager.

SECTION 3: The Mayor, Village Clerk, Village Manager and Village Attorney are authorized to execute any documents necessary to complete the sale of the Subject Property.

SECTION 4: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 5: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 2016.

APPROVED:

ATTEST:

John Ostenburg, Mayor

Sheila McGann, Clerk

EXHIBIT "A"

Legal Description

LOT 25 IN BLOCK 4 IN VILLAGE OF PARK FOREST AREA NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILROAD, ALL IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF SAID COOK COUNTY, ILLINOIS, JUNE 25, 1951, AS DOCUMENT NO. 15107641, IN PLAT BOOK 391, ON PAGES 34, 35 AND 36, IN COOK COUNTY, ILLINOIS.

ADDRESS: 238 ARROWHEAD STREET, PARK FOREST, IL 60466

PIN: 32-30-205-024-0000

EXHIBIT "B"

DONATION ACCEPTANCE AGREEMENT

SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY

DONATION ACCEPTANCE AGREEMENT

THIS DONATION ACCEPTANCE AGREEMENT (the "Agreement") is made between Village of Park Forest, Illinois ("Donor") and South Suburban Land Bank and Development Authority ("SSLBDA" or "Donee"). This Agreement is effective as of _____ (the "Effective Date").

Recitals

Donor owns certain real property, improvements, appurtenances and hereditaments located at 238 Arrowhead Street, Park Forest, Cook County, Illinois legally described on Exhibit "A" attached to this Agreement (the "Property") and wishes to donate the Property to SSLBDA. SSLBDA wishes to accept the donated Property under subject to the terms and conditions set forth below.

Therefore, the Parties hereto agree as follows:

Agreement

1. Donation of Property. Subject to both Parties' compliance with the terms and conditions of this Agreement, Donor shall donate to SSLBDA and SSLBDA shall accept from Donor the Property.

2. Closing Date.

A) The closing shall take place on or before _____, 2016 (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and SSLBDA or otherwise extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the Donee's attorney, or at a place so designated and approved by the Parties in writing. If the closing does not occur by the date specified in this Paragraph or in any extension, this Agreement is automatically terminated.

3. Inspection and Acceptance.

A) Before entering into this Agreement, Donor shall have provided Donee with full and unlimited access to the Property, and Donee shall have inspected the Property and obtained for its own use, benefit and reliance, inspections and/or reports on the condition of the Property. Donee has reviewed all necessary inspection reports and, subject to the terms and conditions of this Agreement, has accepted the Property.

B) Within fourteen (14) days of the Effective Date, Donor shall send to SSLBDA copies of any and all of the following that are in Donor's possession: (i) structural, electrical, mechanical, plumbing, termite inspection, zoning, code compliance or pending improvements reports relating to the Property, (ii) notices of any violations of laws or governmental ordinances, regulations or laws relating to the Property, and (iii) any notice, writing or information regarding

any pending or threatened litigation relating to the Property, and where such information, reports, or other items are in the possession of the REO department of Donor or Donor's real estate agent (if engaged by Donor in connection with this transaction). Donee acknowledges that the inspection reports prepared or caused to be prepared by Donor are for the use and benefit of Donor. Donee will not rely solely upon any such inspection reports obtained by Donor in making a decision to accept the Property; provided however, Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder.

4. Personal Property. Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property are not included in this donation unless the personal property is specifically described and referenced on Exhibit "B" attached to and made a part of this Agreement. Any personal property at or on the Property may be subject to claims by third parties and, therefore, shall be removed from the Property prior to the Closing Date. SSLBDA assumes no responsibility for any personal property remaining on the Property at the time of closing.

5. Condition of Property. Donee is purchasing the Property in its current "As Is" condition subject only to such repairs as may be expressly required under this Agreement or agreed to in writing by Donor and Donee prior to closing. Should any lender, insuring entity, governmental body or agency require that certain repairs to the Property be made or that certain other conditions or requirements be met prior to Closing, Donor, at its sole option, may comply with such requirement or terminate the Agreement.

6. "As-Is" Condition.

OTHER THAN EXPRESS REPRESENTATIONS SET FORTH HEREIN, DONOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE APPLIANCES, UTILITY FIXTURES, EQUIPMENT AND OTHER APPURTENANCES RELATING THERETO; OR ANY OTHER MATTER AFFECTING OR RELATING TO THE HEREIN DESCRIBED PROPERTY (OTHER THAN THE WARRANTY OF TITLE ACCORDING TO THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), AND THAT DONEE HAS BEEN AFFORDED AN ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE CONDITION OF THE PROPERTY. DONEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE, AND DONEE AGREES TO ACCEPT THE HEREIN DESCRIBED PROPERTY "AS-IS" AND "WHERE-IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE HEREIN DESCRIBED PROPERTY OR OF ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE. NO REPRESENTATIONS, CLAIMS, STATEMENTS, ADVERTISING OR PROMOTIONAL ACTIVITIES MADE OR CONDUCTED BY DONOR OR DONOR'S AGENTS OR REPRESENTATIVES SHALL BE BINDING UPON DONOR UNLESS THE SAME ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, ITS ADDENDA, OR A SUBSEQUENT WRITTEN AGREEMENT EXECUTED BY DONOR AND DONEE.

7. Real Estate Taxes.

A) Donee and Donor agree that the Donor is accepting the Property subject to all unpaid real estate taxes, liens, mortgages or other encumbrances affecting the Property.

B) Donor shall not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event Donor has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, and Donee as current owner of the Property receives the payment, Donor understands that Donee is not required to submit the refund to Donor.

C) If the Property is heated by or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, Donor will donate the fuel in the tank at closing as part of the property being donated. Donor may remove the contents of storage tanks prior to closing at Donor's expense.

8. Delivery of Possession of Property.

A) *Delivery of the Property.* Donor shall deliver possession of the Property to Donee on the Closing Date. If Donee alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing without the prior written consent of Donor, such event shall constitute a breach by Donee under this Agreement and Donor may terminate this Agreement.

B) *Vacant Property Acquisition.* If the Property is intended to be acquired by the Donee as vacant or abandoned, the following shall apply: In addition to the warranties and covenants of subparagraph (a) above, **Donor warrants and covenants with Donee that (i) the Property was vacant and unoccupied at the time of commencing discussions with Donee for the accept of the Property, (ii) the Property is vacant and unoccupied at the time of the execution of this Agreement and (iii) will be delivered to Donee at the closing in a vacant and unoccupied condition.**

C) *Occupied Property Acquisition.* If the Property is intended to be acquired by the Donee as occupied property, the parties shall execute the Occupied Property Addendum attached hereto as an Addendum.

9. Title to be Delivered.

At closing, Donor agrees to deliver to Donee the Deed, which conveys Donor's interest in the Property to Donee.

10. Title and Examination.

At Donor's expense, Donee shall promptly order a commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") issued by the title company of Donee's choice licensed to do business in Illinois (the "Title Company") and provide a copy to Donor upon Donee's receipt thereof. Donee shall have five (5) business

days from the date of its receipt of the Title Commitment or Title Opinion to examine title and make any objections thereto, which shall be made in writing to Donor or deemed waived. If any objections are so made, Donor shall be allowed sixty (60) days to make title marketable at regular rates or cancel this Agreement. Objections to title shall mean a title matter which fails to meet the customary title examination standards for title examiners for the jurisdiction in which the Property is located and makes the title unmarketable.

11. Defects in Title.

Upon examination of the Title Commitment or Title Opinion by Donee and notice to Donor of a title objection, the Parties agree to proceed as follows:

A) If Donee raises an objection to Donor's title to the Property as provided in Paragraph 10, which, if valid, would make title to the Property uninsurable and not corrected by the Donor within sixty (60) days, Donor shall have the right to terminate this Agreement by giving written notice of the termination to Donee, provided however, Donee shall have the right within five (5) days of such notice to either waive such defect or request Donor to proceed under Paragraph 11(C) below.

B) If Donor is able to correct the problem through reasonable efforts, as Donor determines, at its sole and absolute discretion, within said sixty (60) day period, including any written extensions, or (subject to Donee's consent described in Paragraph 10) if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, as provided below or Donee waives the defect, then this Agreement shall remain in full force and Donee shall perform pursuant to the terms set in this Agreement.

C) Donor will cooperate with the Title Company and Donee on the title corrections to remove any such exception or to make the title insurable, but any attempt by Donor to remove such title exceptions shall not impose an obligation upon Donor to remove those exceptions.

D) In the event Donor, within such sixty (60) day period is not able to (i) make the title marketable or correct any problem or (ii) obtain title insurance from a reputable title insurance company, all as acceptable to Donee as provided herein, Donee may either waive the objection or terminate this Agreement without penalty.

12. Land Banking Depository Agreement.

If agreed to in writing by the Parties, an SSLBDA Depository Agreement, attached hereto as an Exhibit C, entered into between the Parties with regard to the Property shall be attached to and recorded with the Deed as a deed restriction.

13. Deed

A) The Deed to be delivered at closing shall be a recordable, stamped Special Warranty Deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which Deed may be known as a Special Warranty, or a Limited Warranty Deed). Any reference to the term "Deed" or "Special Warranty Deed" herein shall be construed to refer to such form of

Deed. It is the intent of Donor to deliver title to the subject Property through the conveyance of the Special Warranty Deed or comparable instrument, in accordance with all applicable local, state and Federal rules, regulations and procedures. The comparable instrument, at a minimum, must contain the following language: “Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through and under it, but not further otherwise.”

B) **Permitted Exceptions.** At closing, Donor agrees to deliver to Donee the Deed which conveys fee simple title in the Property to Donee subject only to the following (“Permitted Exceptions”):

- (i) Covenants, conditions and restrictions of record;
- (ii) Any private, public and utility easements and roads and highways;
- (iii) Zoning laws and ordinances; and
- (iv) General real estate taxes applicable to the Property.
- (v) Any and all deed restrictions set forth and agreed to in this Agreement

14. Representations and Warranties.

Donee represents and warrants to Donor the following:

A) Donee is accepting the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Donor, its servicers, representatives, brokers, employees, agents or assigns;

B) Neither Donor, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in this Agreement;

C) Donee has not relied on any representation or warranty from Donor regarding the nature, quality or workmanship of any repairs made by Donor; and

D) Donee will not occupy or cause or permit others to occupy the Property prior to closing.

E) Donee has the power and authority to execute, deliver and perform the conditions set forth in this Agreement. Donee’s execution of this Agreement is not subject to any further approval, vote or contingency from any person or committee;

F) The execution of and performance under this Agreement will not conflict with or be a breach of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which Donee is subject, and Donee has obtained any consent, approval, authorization or order from any court or governmental agency or body required for the execution, delivery and performance by Donee under this Agreement; and

G) Donee itself does not intend to use the Property as a principal residence or for family, household or personal use.

H. Donee has or will receive funding from the Illinois Housing Development Agency Blight Reduction Program to demolish/deconstruct the Property and shall complete the demolition/deconstruction before June 30, 2017.

I. Donee shall not sell the Property until the demolition/deconstruction of the Property has been completed, and shall only convey the Property back to the Donor upon request.

J. The representations and warranties made in this paragraph shall not merge with the deed and shall survive the Closing.

15. Deliveries by Donor.

Within seven (7) days after the Effective Date, if not already delivered to Donee, Donor shall deliver the following to Donee:

A) Copies of all licenses, permits, inspection reports, zoning information, Certificates of Occupancy, and all reports identified in Section 3(B) herein in Donor's possession, if any.

B) All building plans, diagrams, architect drawings, surveys and construction or architect contracts in Donor's possession, if any.

16. Plat of Survey

A) If Donor does not provide a survey, which conforms to the standards set forth in this Agreement, within seven (7) days of the Effective Date, Donee may acquire such a survey at Donee's expense.

17. Donor Costs. Donor shall pay all of the following closing costs:

18. Donee Closing Costs. Donee shall pay for:

A) All recording and service fees required in order to record the Deed; and

B) Fees for Donee's Attorney

C) Any title policy requires by the Donee.

19. Closing Documents.

Donor shall provide and execute the following documents at closing:

A) Deed

B) ALTA Statement

C) Power of Attorney, if applicable

- D) Lead-Based Paint Disclosure, if required
- E) Municipal Transfer Tax Declaration (including Water Department Certification and Zoning Compliance Certificate, if applicable);
- F) County Transfer Tax Declaration;
- G) Gap Undertaking;
- H) State Transfer Tax Declaration;
- I) Pay-off Letters, Releases, Estoppel Letters, and Utility Letters, if applicable;
- J) Affidavit Regarding Donor;
- K) FIRPTA Affidavit; and
- L) Executed Settlement Statement.

Donee shall provide and execute the following documents at closing:

- A) Affidavit Regarding Donee;
- B) Power of Attorney, if applicable;
- C) Executed Settlement Statement; and
- D) Survey.

20. Condominium or Planned Unit Development.

If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, Donor, at Donor's own expense, is responsible for obtaining and providing the covenants, conditions and restrictions and bylaws of the condominium, or planned unit development or cooperative to Donee within five (5) days of execution of this Agreement by both Parties. Donee will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Donee does not notify Donor in writing, within fifteen (15) days of receipt of said documents, of Donee's objection to the covenants, conditions and restrictions and/or bylaws. Donee understands and acknowledges that this transaction may be subject to the written consent of the governing body of a condominium, planned unit development, co-operative, or home owner's association, depending on the covenants, conditions and restrictions and/or bylaws of said governing body. Donee agrees to promptly submit such references or other information as such governing body may require and Donee agrees to cooperate in any reasonable manner to obtain such consent, including a personal appearance by Donee before such governing body. Donee shall be solely responsible for obtaining such consent. If after reasonable efforts, Donee is unable to obtain such governing body's consent to this transaction, Donee may terminate this Agreement. Upon termination of this Agreement, Donee and Donor shall have no further liability, no further obligation, and no further responsibility each to the other and Donee and Donor shall be

released from any further obligation each to the other in connection with this Agreement.

21. Lead Paint Disclosure. (Check the provision that applies.)

Donor represents that the dwelling was constructed on the real property in 1978 or later.

Donor represents that the dwelling was constructed on the real property before 1978. (If such housing is located on the real property, attached and made a part of this Agreement is the form, **LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978.**)

22. Cancellation of Contracts. On or prior to the Closing Date, Donor agrees to cancel any contracts that Donor (or Donor's agent) has with respect to the Property, effective as of the Closing Date, and to pay any amounts due with respect to any such contract after the Closing Date. Donor agrees to cooperate with Donee in causing the utility accounts associated with the Property to be transferred into the name of Donee as of the Closing Date (unless there is a credit on the settlement statement for the payment of such utility service charges).

23. Remedies for Default.

A) In the event of Donee's default, material breach or material misrepresentation of any fact under the terms of this Agreement, Donor is automatically released from the obligation to donate the Property to Donee and neither Donor nor its representatives, agents, attorneys, successors, or assigns shall be liable to Donee for any damages of any kind as a result of Donor's failure to donate and convey the Property.

B) Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

C) The Parties agree that neither Party shall be liable to the other for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement.

24. Indemnification.

Donee agrees to indemnify and fully protect, defend, and hold Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

A) inspections or repairs made by Donee or its agents, employees, contractors, successors or assigns;

B) the imposition of any fine or penalty imposed by any municipal or governmental entity resulting from Donee's failure to timely obtain any necessary Certificate of Occupancy or to comply with equivalent laws and regulations; and

C) claims for amounts due and owed by Donor for taxes, homeowner association dues or assessment or any other items prorated at closing under Paragraph 7 of this Agreement, including any penalty or interest and other charges, arising from the proration of such amounts for which Donee received a credit at closing under Paragraph 7 of this Agreement.

25. Risk of Loss. Donor assumes all risk of loss related to damage to the Property prior to the Closing Date. In the event of fire, destruction or other casualty loss to the Property after Donor's acceptance of this Agreement and prior to closing and funding, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

26. Eminent Domain. In the event that Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

27. Keys. If Donor is not in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, then the cost of obtaining the same will be the responsibility of Donee. Donee also understands that if the Property includes an alarm system, Donor cannot provide the access code and/or key and that Donee is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys. If the Property is presently on a Master Key System, Donor will re-key the exterior doors to the Property prior to closing at Donor's expense.

28. Full Performance and Survival. Donor shall have been deemed to have fully performed and discharged Donor's obligations under this Agreement upon recording of the Deed to the Property in the Recorder's Office of Cook County. Notwithstanding anything to the contrary in this Agreement, the provisions of Paragraph 24 of this Agreement, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive the closing, funding and the delivery of the Deed and/or termination of this Agreement by any Party and continue in full force and effect.

29. Severability. The invalidity, illegality or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

30. Assignment of Agreement. Parties shall not assign this Agreement without the express written consent of the non-assigning Party. Assignment without written consent of all Parties will be deemed null and void, with all Parties remaining bound by the terms of this Agreement.

31. Entire Agreement. This Agreement, including the disclosure of information on lead based paint and/or lead based paint hazards or Donor Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between Donee

and Donor concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between Donee and Donor. **NO ORAL PROMISES, REPRESENTATIONS (EXPRESSED OR IMPLIED), WARRANTIES OR AGREEMENTS MADE BY DONOR AND/OR BROKERS OR ANY PERSON ACTING ON BEHALF OF DONOR SHALL BE DEEMED VALID OR BINDING UPON DONOR UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT.** All negotiations are merged into this Agreement. Donor is not obligated by any other written or verbal statements made by Donor, Donor's representatives, or any real estate licensee.

32. Modification. No provision, term or clause of this Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by Donee and Donor.

33. Rights of Others. This Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Donor's successors and/or assigns and Donee.

34. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.

35. Headings. The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

36. Gender. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

37. Force Majeure. Except as provided in Paragraph 28 to this Agreement, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans or other means.

38. Attorney Review. The Parties acknowledge that each Party has had the opportunity to consult with its respective legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any Party because that Party drafted this Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of this Agreement.

39. Notices. Any notices required to be given under this Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid. All notices to Parties will be deemed sent or delivered if sent or delivered to the Party or its agent, at the addresses set forth below:

To Donor:

Thomas K. Mick, Village Manager

Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

With a copy to:

Mark H. Sterk
Odelson & Sterk, Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805

To SSLBDA:

Russell Rydin, Executive Director
South Suburban Land Bank and Development Authority
3700 W. 183rd Street
Hazel Crest, Illinois 60429

With a copy to :

Brent O. Denzin
Ancel Glink P.C.
140 South Dearborn, Suite 600
Chicago, Illinois 60602

40. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the Parties hereto.

41. Invalidity. If for any reason any portion or paragraph of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular portion or paragraph of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

42. Attorneys' Fees. Each Party shall pay the fees and costs of its own counsel. In the event a legal proceeding is commenced to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs from the other Party.

43. Cumulative Rights. The rights, options, election and remedies contained in this Agreement shall be cumulative; and no one such rights, options, elections and remedies shall be construed as excluding any other of them or any right or remedy allowed or provided by law.

44. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Property is located.

45. Donor Authority. Donor has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement

and all the deeds, agreements, certificates, and other documents contemplated herein. This Agreement has been duly executed by and is a valid and binding agreement of Donor, enforceable in accordance with its terms, except as enforceability may be limited by equitable principles or by the laws of bankruptcy, insolvency, or other laws affecting creditors' rights generally.

[Remainder Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

DONOR:

Village of Park Forest

By: _____

Its: _____

DONEE:

**South Suburban Land Bank and Development
Authority**

By: _____

Its: _____

EXHIBIT "A"

Legal Description of Property

LEGAL DESCRIPTION

LOT 25 IN BLOCK 4 IN VILLAGE OF PARK FOREST AREA NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILROAD, ALL IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF SAID COOK COUNTY, ILLINOIS, JUNE 25, 1951, AS DOCUMENT NO. 15107641, IN PLAT BOOK 391, ON PAGES 34, 35, AND 36, IN COOK COUNTY, ILLINOIS

ADDRESS: 238 ARROWHEAD STREET, PARK FOREST, IL 60466

PIN: 32-30-205-024-0000

EXHIBIT “B”

Personal Property

NONE, UNLESS SPECIFICALLY IDENTIFIED BELOW:

LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978

TO ACCEPT AGREEMENT BETWEEN

VILLAGE OF PARK FOREST AS DONOR

AND

SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY, AS DONEE

LEAD WARNING STATEMENT

Every Donee of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Donor of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Donor's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before accept.

DONOR'S DISCLOSURE

1. Presence of lead-based paint and/or lead-based paint hazards (check items a or b below):
 - a. Known lead-based paint and/or lead-based paint hazards are present in the housing. If checked, the following explanation is provided: _____
 - b. Donor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
2. Records and reports available to Donor (check item a or b below):
 - a. Donor has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. If checked, the following documents were provided: _____
 - b. Donor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

DONEE'S ACKNOWLEDGMENT

1. Buyer has read the Lead Warning Statement above and understands its contents, and has received copies of all information listed above.
2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
3. Buyer has either (check one of the boxes below):
 - received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

NOTE: PLEASE COMPLETE THIS ADDENDUM ONLY WHEN OCCUPIED PROPERTIES ARE BEING ACQUIRED BY THE DONEE.

**ADDENDUM TO ACCEPT AND SALE AGREEMENT
(Occupied Property)**

THIS ADDENDUM TO ACCEPT AND SALE AGREEMENT (Occupied Property) (“Addendum”) is dated as of the ___ day of _____, 20___, between _____ (“Donor”) and SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY (“Donee”), amending that certain Accept and Donate Agreement between the Parties of even date herewith (“Acceptance Agreement”). To the extent that this Addendum is inconsistent with the terms of the Acceptance Agreement, then the terms of this Addendum shall control. Any capitalized term not defined in this Addendum shall have the meaning given such term in the Acceptance Agreement. The Acceptance Agreement is hereby amended as follows:

13. Deed. Paragraph 13(B) shall be amended by adding the following:

(ix) Existing rights of tenants in possession, if any.

14. Representations and Warranties. Paragraph 14(D) is amended and restated in its entirety as follows:

Donee will not occupy or cause or permit others, other than Tenants in possession as of the Effective Date, to occupy the Property prior to closing and funding and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others, other than Tenants in possession as of the Effective Date, to occupy the Property until after the closing.

15. Deliveries by Donors. Paragraph 15 is amended by adding the following:

(c) Copies of all Leases in Donor’s possession, if any.

19. Closing Documents. In addition to the closing documents set forth at Paragraph 19, Donor and Donee shall execute and deliver at closing, an assignment of Donor’s rights and interests, if any, to all Leases (defined below) by all Tenants, in the form and content acceptable to both Parties, pursuant to which Donor assigns and conveys to Donee all of Donor’s right, title and interest, if any, in and to the Leases and Donee accepts such assignment and conveyance and assumes all obligations under said Leases, including but not limited to compliance with the Protecting Tenants at Foreclosure Act of 2009 and any similar state laws, from and after the Closing Date.

46. Leases. The following Paragraph 46 shall be added:

The Property shall be sold subject to the rights and tenancies of any tenant (“Tenant”) of the Property as of the Closing Date pursuant to a written or oral lease (“Lease”), if any.

(a) Donee acknowledges that Donor may not have copies of the Leases or knowledge of the original terms of any oral lease. Donor shall deliver to Donee a signed copy of all Leases in Donor’s possession, if any, with respect to the Property and, upon Donee’s request, any information, reports, or other items that are in the possession of the Donor or Donor’s real estate agent (if engaged by Donor in connection with this transaction) with respect to any Lease. Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 21 of this Agreement.

A) After the Effective Date, Donor will not, without Donee’s consent, enter into, amend or terminate any Lease with respect to the Property.

B) Donor shall deliver to Donee, in addition to any other items required by this Agreement, all security deposits paid by a Tenant under a Lease and all accrued interest thereon actually received by Donor (“Security Deposit”), if any.

C) Donor shall cooperate with Buyer to provide notices to each Tenant under a Lease advising them of the sale of the Property, confirming the transfer of the Tenant’s Security Deposits and directing them to make future rent payments to Donee.

47. No Other Amendment. Except as herein amended, the Accept Agreement remains in full force and effect and is hereby ratified and confirmed.

[SIGNATURE PAGES TO FOLLOW]

DONOR:

VILLAGE OF PARK FOREST, IL

By: _____

Its: _____

DONEE:

**SOUTH SUBURBAN LAND BANK AND
DEVELOPMENT AUTHORITY**

By: _____

Its: _____

AGENDA BRIEFING

DATE: August 30, 2016

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP, Director of Economic Development and Planning

RE: Ordinance Authorizing the Donation of a Property at 243 Allegheny Street to the South Suburban Land Bank and Development Authority

BACKGROUND/DISCUSSION:

The Village obtained the deed to the property at 243 Allegheny Street through the judicial abandonment process in July 2016. There is still a house on the property that is vacant and blighted. The house will be deconstructed using the IHDA Blight Reduction Program grant. The Village is partnering with the South Suburban Land Bank and Development Authority (SSLBDA) on this grant, and under the terms of the grant, the SSLBDA is required to own all properties before deconstruction begins. Therefore, the Village will transfer the deed to the SSLBDA so it can be deconstructed with the grant funds. Ultimately, the property will be transferred back to the Village as part of the Village's land banking program in the Eastgate neighborhood.

The Village Attorney reviewed and approved the attached Ordinance and the attached Donation Agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Board meeting agenda of September 19, 2016, for First Reading.

ORDINANCE NO.
AN ORDINANCE AUTHORIZING THE DONATION
OF PROPERTY COMMONLY KNOWN AS 243 ALLEGHENY STREET
IN THE VILLAGE OF PARK FOREST, COOK COUNTY, ILLINOIS

WHEREAS, the Mayor and Board of Trustees of the Village of Park Forest (“Park Forest”) have determined that it is necessary and desirable that certain real property located within Park Forest which is commonly known as 243 Allegheny Street and which is legally described on Exhibit “A” attached hereto (“Subject Property”) be donated by Park Forest to the South Suburban Land Bank and Development Authority (“SSLBDA”); and

WHEREAS, the Subject Property is being donated to the SSLBDA in order to promote the public health, safety and welfare.

NOW, THEREFORE, be it ordained by the Mayor and Board of Trustees of the Village of Park Forest, Cook County, Illinois, in the exercise of Park Forest’s home rule powers as follows:

SECTION 1: The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2: The Mayor and Board of Trustees hereby authorize the donation of the Subject Property, pursuant to the terms and conditions of a Donation Acceptance Agreement between Park Forest, as the title holder of record, and the SSLBDA in substantially the form attached hereto as Exhibit “B” as finally determined by the Village Manager.

SECTION 3: The Mayor, Village Clerk, Village Manager and Village Attorney are authorized to execute any documents necessary to complete the sale of the Subject Property.

SECTION 4: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 5: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 2016.

APPROVED:

ATTEST:

John Ostenburg, Mayor

Sheila McGann, Clerk

EXHIBIT "A"

Legal Description

LOT 10 IN BLOCK 4 IN VILLAGE OF PARK FOREST AREA NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

ADDRESS: 243 ALLEGHENY STREET, PARK FOREST, IL 60466

PIN: 32-30-205-010-0000

EXHIBIT "B"

DONATION ACCEPTANCE AGREEMENT

SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY

DONATION ACCEPTANCE AGREEMENT

THIS DONATION ACCEPTANCE AGREEMENT (the "Agreement") is made between Village of Park Forest, Illinois ("Donor") and South Suburban Land Bank and Development Authority ("SSLBDA" or "Donee"). This Agreement is effective as of _____ (the "Effective Date").

Recitals

Donor owns certain real property, improvements, appurtenances and hereditaments located at 243 Allegheny Street, Park Forest, Cook County, Illinois legally described on Exhibit "A" attached to this Agreement (the "Property") and wishes to donate the Property to SSLBDA. SSLBDA wishes to accept the donated Property under subject to the terms and conditions set forth below.

Therefore, the Parties hereto agree as follows:

Agreement

1. Donation of Property. Subject to both Parties' compliance with the terms and conditions of this Agreement, Donor shall donate to SSLBDA and SSLBDA shall accept from Donor the Property.

2. Closing Date.

A) The closing shall take place on or before _____, 2016 (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and SSLBDA or otherwise extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the Donee's attorney, or at a place so designated and approved by the Parties in writing. If the closing does not occur by the date specified in this Paragraph or in any extension, this Agreement is automatically terminated.

3. Inspection and Acceptance.

A) Before entering into this Agreement, Donor shall have provided Donee with full and unlimited access to the Property, and Donee shall have inspected the Property and obtained for its own use, benefit and reliance, inspections and/or reports on the condition of the Property. Donee has reviewed all necessary inspection reports and, subject to the terms and conditions of this Agreement, has accepted the Property.

B) Within fourteen (14) days of the Effective Date, Donor shall send to SSLBDA copies of any and all of the following that are in Donor's possession: (i) structural, electrical, mechanical, plumbing, termite inspection, zoning, code compliance or pending improvements reports relating to the Property, (ii) notices of any violations of laws or governmental ordinances, regulations or laws relating to the Property, and (iii) any notice, writing or information regarding

any pending or threatened litigation relating to the Property, and where such information, reports, or other items are in the possession of the REO department of Donor or Donor's real estate agent (if engaged by Donor in connection with this transaction). Donee acknowledges that the inspection reports prepared or caused to be prepared by Donor are for the use and benefit of Donor. Donee will not rely solely upon any such inspection reports obtained by Donor in making a decision to accept the Property; provided however, Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder.

4. Personal Property. Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property are not included in this donation unless the personal property is specifically described and referenced on Exhibit "B" attached to and made a part of this Agreement. Any personal property at or on the Property may be subject to claims by third parties and, therefore, shall be removed from the Property prior to the Closing Date. SSLBDA assumes no responsibility for any personal property remaining on the Property at the time of closing.

5. Condition of Property. Donee is purchasing the Property in its current "As Is" condition subject only to such repairs as may be expressly required under this Agreement or agreed to in writing by Donor and Donee prior to closing. Should any lender, insuring entity, governmental body or agency require that certain repairs to the Property be made or that certain other conditions or requirements be met prior to Closing, Donor, at its sole option, may comply with such requirement or terminate the Agreement.

6. "As-Is" Condition.

OTHER THAN EXPRESS REPRESENTATIONS SET FORTH HEREIN, DONOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE APPLIANCES, UTILITY FIXTURES, EQUIPMENT AND OTHER APPURTENANCES RELATING THERETO; OR ANY OTHER MATTER AFFECTING OR RELATING TO THE HEREIN DESCRIBED PROPERTY (OTHER THAN THE WARRANTY OF TITLE ACCORDING TO THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), AND THAT DONEE HAS BEEN AFFORDED AN ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE CONDITION OF THE PROPERTY. DONEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE, AND DONEE AGREES TO ACCEPT THE HEREIN DESCRIBED PROPERTY "AS-IS" AND "WHERE-IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE HEREIN DESCRIBED PROPERTY OR OF ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE. NO REPRESENTATIONS, CLAIMS, STATEMENTS, ADVERTISING OR PROMOTIONAL ACTIVITIES MADE OR CONDUCTED BY DONOR OR DONOR'S AGENTS OR REPRESENTATIVES SHALL BE BINDING UPON DONOR UNLESS THE SAME ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, ITS ADDENDA, OR A SUBSEQUENT WRITTEN AGREEMENT EXECUTED BY DONOR AND DONEE.

7. Real Estate Taxes.

A) Donee and Donor agree that the Donor is accepting the Property subject to all unpaid real estate taxes, liens, mortgages or other encumbrances affecting the Property.

B) Donor shall not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event Donor has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, and Donee as current owner of the Property receives the payment, Donor understands that Donee is not required to submit the refund to Donor.

C) If the Property is heated by or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, Donor will donate the fuel in the tank at closing as part of the property being donated. Donor may remove the contents of storage tanks prior to closing at Donor's expense.

8. Delivery of Possession of Property.

A) *Delivery of the Property.* Donor shall deliver possession of the Property to Donee on the Closing Date. If Donee alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing without the prior written consent of Donor, such event shall constitute a breach by Donee under this Agreement and Donor may terminate this Agreement.

B) *Vacant Property Acquisition.* If the Property is intended to be acquired by the Donee as vacant or abandoned, the following shall apply: In addition to the warranties and covenants of subparagraph (a) above, **Donor warrants and covenants with Donee that (i) the Property was vacant and unoccupied at the time of commencing discussions with Donee for the accept of the Property, (ii) the Property is vacant and unoccupied at the time of the execution of this Agreement and (iii) will be delivered to Donee at the closing in a vacant and unoccupied condition.**

C) *Occupied Property Acquisition.* If the Property is intended to be acquired by the Donee as occupied property, the parties shall execute the Occupied Property Addendum attached hereto as an Addendum.

9. Title to be Delivered.

At closing, Donor agrees to deliver to Donee the Deed, which conveys Donor's interest in the Property to Donee.

10. Title and Examination.

At Donor's expense, Donee shall promptly order a commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") issued by the title company of Donee's choice licensed to do business in Illinois (the "Title Company") and provide a copy to Donor upon Donee's receipt thereof. Donee shall have five (5) business

days from the date of its receipt of the Title Commitment or Title Opinion to examine title and make any objections thereto, which shall be made in writing to Donor or deemed waived. If any objections are so made, Donor shall be allowed sixty (60) days to make title marketable at regular rates or cancel this Agreement. Objections to title shall mean a title matter which fails to meet the customary title examination standards for title examiners for the jurisdiction in which the Property is located and makes the title unmarketable.

11. Defects in Title.

Upon examination of the Title Commitment or Title Opinion by Donee and notice to Donor of a title objection, the Parties agree to proceed as follows:

A) If Donee raises an objection to Donor's title to the Property as provided in Paragraph 10, which, if valid, would make title to the Property uninsurable and not corrected by the Donor within sixty (60) days, Donor shall have the right to terminate this Agreement by giving written notice of the termination to Donee, provided however, Donee shall have the right within five (5) days of such notice to either waive such defect or request Donor to proceed under Paragraph 11(C) below.

B) If Donor is able to correct the problem through reasonable efforts, as Donor determines, at its sole and absolute discretion, within said sixty (60) day period, including any written extensions, or (subject to Donee's consent described in Paragraph 10) if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, as provided below or Donee waives the defect, then this Agreement shall remain in full force and Donee shall perform pursuant to the terms set in this Agreement.

C) Donor will cooperate with the Title Company and Donee on the title corrections to remove any such exception or to make the title insurable, but any attempt by Donor to remove such title exceptions shall not impose an obligation upon Donor to remove those exceptions.

D) In the event Donor, within such sixty (60) day period is not able to (i) make the title marketable or correct any problem or (ii) obtain title insurance from a reputable title insurance company, all as acceptable to Donee as provided herein, Donee may either waive the objection or terminate this Agreement without penalty.

12. Land Banking Depository Agreement.

If agreed to in writing by the Parties, an SSLBDA Depository Agreement, attached hereto as an Exhibit C, entered into between the Parties with regard to the Property shall be attached to and recorded with the Deed as a deed restriction.

13. Deed

A) The Deed to be delivered at closing shall be a recordable, stamped Special Warranty Deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which Deed may be known as a Special Warranty, or a Limited Warranty Deed). Any reference to the term "Deed" or "Special Warranty Deed" herein shall be construed to refer to such form of

Deed. It is the intent of Donor to deliver title to the subject Property through the conveyance of the Special Warranty Deed or comparable instrument, in accordance with all applicable local, state and Federal rules, regulations and procedures. The comparable instrument, at a minimum, must contain the following language: “Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through and under it, but not further otherwise.”

B) **Permitted Exceptions.** At closing, Donor agrees to deliver to Donee the Deed which conveys fee simple title in the Property to Donee subject only to the following (“Permitted Exceptions”):

- (i) Covenants, conditions and restrictions of record;
- (ii) Any private, public and utility easements and roads and highways;
- (iii) Zoning laws and ordinances; and
- (iv) General real estate taxes applicable to the Property.
- (v) Any and all deed restrictions set forth and agreed to in this Agreement

14. Representations and Warranties.

Donee represents and warrants to Donor the following:

A) Donee is accepting the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Donor, its servicers, representatives, brokers, employees, agents or assigns;

B) Neither Donor, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in this Agreement;

C) Donee has not relied on any representation or warranty from Donor regarding the nature, quality or workmanship of any repairs made by Donor; and

D) Donee will not occupy or cause or permit others to occupy the Property prior to closing.

E) Donee has the power and authority to execute, deliver and perform the conditions set forth in this Agreement. Donee’s execution of this Agreement is not subject to any further approval, vote or contingency from any person or committee;

F) The execution of and performance under this Agreement will not conflict with or be a breach of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which Donee is subject, and Donee has obtained any consent, approval, authorization or order from any court or governmental agency or body required for the execution, delivery and performance by Donee under this Agreement; and

G) Donee itself does not intend to use the Property as a principal residence or for family, household or personal use.

H. Donee has or will receive funding from the Illinois Housing Development Agency Blight Reduction Program to demolish/deconstruct the Property and shall complete the demolition/deconstruction before June 30, 2017.

I. Donee shall not sell the Property until the demolition/deconstruction of the Property has been completed, and shall only convey the Property back to the Donor upon request.

J. The representations and warranties made in this paragraph shall not merge with the deed and shall survive the Closing.

15. Deliveries by Donor.

Within seven (7) days after the Effective Date, if not already delivered to Donee, Donor shall deliver the following to Donee:

A) Copies of all licenses, permits, inspection reports, zoning information, Certificates of Occupancy, and all reports identified in Section 3(B) herein in Donor's possession, if any.

B) All building plans, diagrams, architect drawings, surveys and construction or architect contracts in Donor's possession, if any.

16. Plat of Survey

A) If Donor does not provide a survey, which conforms to the standards set forth in this Agreement, within seven (7) days of the Effective Date, Donee may acquire such a survey at Donee's expense.

17. Donor Costs. Donor shall pay all of the following closing costs:

18. Donee Closing Costs. Donee shall pay for:

A) All recording and service fees required in order to record the Deed; and

B) Fees for Donee's Attorney

C) Any title policy requires by the Donee.

19. Closing Documents.

Donor shall provide and execute the following documents at closing:

A) Deed

B) ALTA Statement

C) Power of Attorney, if applicable

- D) Lead-Based Paint Disclosure, if required
- E) Municipal Transfer Tax Declaration (including Water Department Certification and Zoning Compliance Certificate, if applicable);
- F) County Transfer Tax Declaration;
- G) Gap Undertaking;
- H) State Transfer Tax Declaration;
- I) Pay-off Letters, Releases, Estoppel Letters, and Utility Letters, if applicable;
- J) Affidavit Regarding Donor;
- K) FIRPTA Affidavit; and
- L) Executed Settlement Statement.

Donee shall provide and execute the following documents at closing:

- A) Affidavit Regarding Donee;
- B) Power of Attorney, if applicable;
- C) Executed Settlement Statement; and
- D) Survey.

20. Condominium or Planned Unit Development.

If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, Donor, at Donor's own expense, is responsible for obtaining and providing the covenants, conditions and restrictions and bylaws of the condominium, or planned unit development or cooperative to Donee within five (5) days of execution of this Agreement by both Parties. Donee will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Donee does not notify Donor in writing, within fifteen (15) days of receipt of said documents, of Donee's objection to the covenants, conditions and restrictions and/or bylaws. Donee understands and acknowledges that this transaction may be subject to the written consent of the governing body of a condominium, planned unit development, co-operative, or home owner's association, depending on the covenants, conditions and restrictions and/or bylaws of said governing body. Donee agrees to promptly submit such references or other information as such governing body may require and Donee agrees to cooperate in any reasonable manner to obtain such consent, including a personal appearance by Donee before such governing body. Donee shall be solely responsible for obtaining such consent. If after reasonable efforts, Donee is unable to obtain such governing body's consent to this transaction, Donee may terminate this Agreement. Upon termination of this Agreement, Donee and Donor shall have no further liability, no further obligation, and no further responsibility each to the other and Donee and Donor shall be

released from any further obligation each to the other in connection with this Agreement.

21. Lead Paint Disclosure. (Check the provision that applies.)

Donor represents that the dwelling was constructed on the real property in 1978 or later.

Donor represents that the dwelling was constructed on the real property before 1978. (If such housing is located on the real property, attached and made a part of this Agreement is the form, **LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978.**)

22. Cancellation of Contracts. On or prior to the Closing Date, Donor agrees to cancel any contracts that Donor (or Donor's agent) has with respect to the Property, effective as of the Closing Date, and to pay any amounts due with respect to any such contract after the Closing Date. Donor agrees to cooperate with Donee in causing the utility accounts associated with the Property to be transferred into the name of Donee as of the Closing Date (unless there is a credit on the settlement statement for the payment of such utility service charges).

23. Remedies for Default.

A) In the event of Donee's default, material breach or material misrepresentation of any fact under the terms of this Agreement, Donor is automatically released from the obligation to donate the Property to Donee and neither Donor nor its representatives, agents, attorneys, successors, or assigns shall be liable to Donee for any damages of any kind as a result of Donor's failure to donate and convey the Property.

B) Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

C) The Parties agree that neither Party shall be liable to the other for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement.

24. Indemnification.

Donee agrees to indemnify and fully protect, defend, and hold Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

A) inspections or repairs made by Donee or its agents, employees, contractors, successors or assigns;

B) the imposition of any fine or penalty imposed by any municipal or governmental entity resulting from Donee's failure to timely obtain any necessary Certificate of Occupancy or to comply with equivalent laws and regulations; and

C) claims for amounts due and owed by Donor for taxes, homeowner association dues or assessment or any other items prorated at closing under Paragraph 7 of this Agreement, including any penalty or interest and other charges, arising from the proration of such amounts for which Donee received a credit at closing under Paragraph 7 of this Agreement.

25. Risk of Loss. Donor assumes all risk of loss related to damage to the Property prior to the Closing Date. In the event of fire, destruction or other casualty loss to the Property after Donor's acceptance of this Agreement and prior to closing and funding, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

26. Eminent Domain. In the event that Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

27. Keys. If Donor is not in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, then the cost of obtaining the same will be the responsibility of Donee. Donee also understands that if the Property includes an alarm system, Donor cannot provide the access code and/or key and that Donee is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys. If the Property is presently on a Master Key System, Donor will re-key the exterior doors to the Property prior to closing at Donor's expense.

28. Full Performance and Survival. Donor shall have been deemed to have fully performed and discharged Donor's obligations under this Agreement upon recording of the Deed to the Property in the Recorder's Office of Cook County. Notwithstanding anything to the contrary in this Agreement, the provisions of Paragraph 24 of this Agreement, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive the closing, funding and the delivery of the Deed and/or termination of this Agreement by any Party and continue in full force and effect.

29. Severability. The invalidity, illegality or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

30. Assignment of Agreement. Parties shall not assign this Agreement without the express written consent of the non-assigning Party. Assignment without written consent of all Parties will be deemed null and void, with all Parties remaining bound by the terms of this Agreement.

31. Entire Agreement. This Agreement, including the disclosure of information on lead based paint and/or lead based paint hazards or Donor Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between Donee

and Donor concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between Donee and Donor. **NO ORAL PROMISES, REPRESENTATIONS (EXPRESSED OR IMPLIED), WARRANTIES OR AGREEMENTS MADE BY DONOR AND/OR BROKERS OR ANY PERSON ACTING ON BEHALF OF DONOR SHALL BE DEEMED VALID OR BINDING UPON DONOR UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT.** All negotiations are merged into this Agreement. Donor is not obligated by any other written or verbal statements made by Donor, Donor's representatives, or any real estate licensee.

32. Modification. No provision, term or clause of this Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by Donee and Donor.

33. Rights of Others. This Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Donor's successors and/or assigns and Donee.

34. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.

35. Headings. The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

36. Gender. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

37. Force Majeure. Except as provided in Paragraph 28 to this Agreement, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans or other means.

38. Attorney Review. The Parties acknowledge that each Party has had the opportunity to consult with its respective legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any Party because that Party drafted this Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of this Agreement.

39. Notices. Any notices required to be given under this Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid. All notices to Parties will be deemed sent or delivered if sent or delivered to the Party or its agent, at the addresses set forth below:

To Donor:

Thomas K. Mick, Village Manager

Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

With a copy to:

Mark H. Sterk
Odelson & Sterk, Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805

To SSLBDA:

Russell Rydin, Executive Director
South Suburban Land Bank and Development Authority
3700 W. 183rd Street
Hazel Crest, Illinois 60429

With a copy to :

Brent O. Denzin
Ancel Glink P.C.
140 South Dearborn, Suite 600
Chicago, Illinois 60602

40. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the Parties hereto.

41. Invalidity. If for any reason any portion or paragraph of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular portion or paragraph of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

42. Attorneys' Fees. Each Party shall pay the fees and costs of its own counsel. In the event a legal proceeding is commenced to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs from the other Party.

43. Cumulative Rights. The rights, options, election and remedies contained in this Agreement shall be cumulative; and no one such rights, options, elections and remedies shall be construed as excluding any other of them or any right or remedy allowed or provided by law.

44. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Property is located.

45. Donor Authority. Donor has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement

and all the deeds, agreements, certificates, and other documents contemplated herein. This Agreement has been duly executed by and is a valid and binding agreement of Donor, enforceable in accordance with its terms, except as enforceability may be limited by equitable principles or by the laws of bankruptcy, insolvency, or other laws affecting creditors' rights generally.

[Remainder Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

DONOR:

Village of Park Forest

By: _____

Its: _____

DONEE:

**South Suburban Land Bank and Development
Authority**

By: _____

Its: _____

EXHIBIT "A"

Legal Description of Property

LEGAL DESCRIPTION

LOT 10 IN BLOCK 4 IN VILLAGE OF PARK FOREST AREA NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

ADDRESS: 243 ALLEGHENY STREET, PARK FOREST, IL 60466

PIN: 32-30-205-010-0000

EXHIBIT “B”

Personal Property

NONE, UNLESS SPECIFICALLY IDENTIFIED BELOW:

LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978

TO ACCEPT AGREEMENT BETWEEN

VILLAGE OF PARK FOREST AS DONOR

AND

SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY, AS DONEE

LEAD WARNING STATEMENT

Every Donee of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Donor of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Donor's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before accept.

DONOR'S DISCLOSURE

1. Presence of lead-based paint and/or lead-based paint hazards (check items a or b below):
 - a. Known lead-based paint and/or lead-based paint hazards are present in the housing. If checked, the following explanation is provided: _____
 - b. Donor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
2. Records and reports available to Donor (check item a or b below):
 - a. Donor has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. If checked, the following documents were provided: _____
 - b. Donor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

DONEE'S ACKNOWLEDGMENT

1. Buyer has read the Lead Warning Statement above and understands its contents, and has received copies of all information listed above.
2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
3. Buyer has either (check one of the boxes below):
 - received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

NOTE: PLEASE COMPLETE THIS ADDENDUM ONLY WHEN OCCUPIED PROPERTIES ARE BEING ACQUIRED BY THE DONEE.

**ADDENDUM TO ACCEPT AND SALE AGREEMENT
(Occupied Property)**

THIS ADDENDUM TO ACCEPT AND SALE AGREEMENT (Occupied Property) (“Addendum”) is dated as of the ___ day of _____, 20___, between _____ (“Donor”) and SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY (“Donee”), amending that certain Accept and Donate Agreement between the Parties of even date herewith (“Acceptance Agreement”). To the extent that this Addendum is inconsistent with the terms of the Acceptance Agreement, then the terms of this Addendum shall control. Any capitalized term not defined in this Addendum shall have the meaning given such term in the Acceptance Agreement. The Acceptance Agreement is hereby amended as follows:

13. Deed. Paragraph 13(B) shall be amended by adding the following:

(ix) Existing rights of tenants in possession, if any.

14. Representations and Warranties. Paragraph 14(D) is amended and restated in its entirety as follows:

Donee will not occupy or cause or permit others, other than Tenants in possession as of the Effective Date, to occupy the Property prior to closing and funding and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others, other than Tenants in possession as of the Effective Date, to occupy the Property until after the closing.

15. Deliveries by Donors. Paragraph 15 is amended by adding the following:

(c) Copies of all Leases in Donor’s possession, if any.

19. Closing Documents. In addition to the closing documents set forth at Paragraph 19, Donor and Donee shall execute and deliver at closing, an assignment of Donor’s rights and interests, if any, to all Leases (defined below) by all Tenants, in the form and content acceptable to both Parties, pursuant to which Donor assigns and conveys to Donee all of Donor’s right, title and interest, if any, in and to the Leases and Donee accepts such assignment and conveyance and assumes all obligations under said Leases, including but not limited to compliance with the Protecting Tenants at Foreclosure Act of 2009 and any similar state laws, from and after the Closing Date.

46. Leases. The following Paragraph 46 shall be added:

The Property shall be sold subject to the rights and tenancies of any tenant (“Tenant”) of the Property as of the Closing Date pursuant to a written or oral lease (“Lease”), if any.

(a) Donee acknowledges that Donor may not have copies of the Leases or knowledge of the original terms of any oral lease. Donor shall deliver to Donee a signed copy of all Leases in Donor’s possession, if any, with respect to the Property and, upon Donee’s request, any information, reports, or other items that are in the possession of the Donor or Donor’s real estate agent (if engaged by Donor in connection with this transaction) with respect to any Lease. Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 21 of this Agreement.

A) After the Effective Date, Donor will not, without Donee’s consent, enter into, amend or terminate any Lease with respect to the Property.

B) Donor shall deliver to Donee, in addition to any other items required by this Agreement, all security deposits paid by a Tenant under a Lease and all accrued interest thereon actually received by Donor (“Security Deposit”), if any.

C) Donor shall cooperate with Buyer to provide notices to each Tenant under a Lease advising them of the sale of the Property, confirming the transfer of the Tenant’s Security Deposits and directing them to make future rent payments to Donee.

47. No Other Amendment. Except as herein amended, the Accept Agreement remains in full force and effect and is hereby ratified and confirmed.

[SIGNATURE PAGES TO FOLLOW]

DONOR:

VILLAGE OF PARK FOREST, IL

By: _____

Its: _____

DONEE:

**SOUTH SUBURBAN LAND BANK AND
DEVELOPMENT AUTHORITY**

By: _____

Its: _____

AGENDA BRIEFING

DATE: August 30, 2016

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP, Director of Economic Development and Planning

RE: Ordinance Authorizing the Donation of a Property at 250 Allegheny Street to the South Suburban Land Bank and Development Authority

BACKGROUND/DISCUSSION:

The Village obtained the deed to the property at 250 Allegheny Street through the judicial abandonment process in August 2016. There is still a house on the property that is vacant and blighted. The house will be deconstructed using the IHDA Blight Reduction Program grant. The Village is partnering with the South Suburban Land Bank and Development Authority (SSLBDA) on this grant, and under the terms of the grant, the SSLBDA is required to own all properties before deconstruction begins. Therefore, the Village will transfer the deed to the SSLBDA so it can be deconstructed with the grant funds. Ultimately, the property will be transferred back to the Village as part of the Village's land banking program in the Eastgate neighborhood.

The Village Attorney reviewed and approved the attached Ordinance and the attached Donation Agreement.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Board meeting agenda of September 19, 2016, for First Reading.

ORDINANCE NO.

**AN ORDINANCE AUTHORIZING THE DONATION
OF PROPERTY COMMONLY KNOWN AS 250 ALLEGHENY STREET
IN THE VILLAGE OF PARK FOREST, COOK COUNTY, ILLINOIS**

WHEREAS, the Mayor and Board of Trustees of the Village of Park Forest (“Park Forest”) have determined that it is necessary and desirable that certain real property located within Park Forest which is commonly known as 250 Allegheny Street and which is legally described on Exhibit “A” attached hereto (“Subject Property”) be donated by Park Forest to the South Suburban Land Bank and Development Authority (“SSLBDA”); and

WHEREAS, the Subject Property is being donated to the SSLBDA in order to promote the public health, safety and welfare.

NOW, THEREFORE, be it ordained by the Mayor and Board of Trustees of the Village of Park Forest, Cook County, Illinois, in the exercise of Park Forest’s home rule powers as follows:

SECTION 1: The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2: The Mayor and Board of Trustees hereby authorize the donation of the Subject Property, pursuant to the terms and conditions of a Donation Acceptance Agreement between Park Forest, as the title holder of record, and the SSLBDA in substantially the form attached hereto as Exhibit “B” as finally determined by the Village Manager.

SECTION 3: The Mayor, Village Clerk, Village Manager and Village Attorney are authorized to execute any documents necessary to complete the sale of the Subject Property.

SECTION 4: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

SECTION 5: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 2016.

APPROVED:

ATTEST:

John Ostenburg, Mayor

Sheila McGann, Clerk

EXHIBIT "A"

Legal Description

LOT 16 IN BLOCK 3 IN VILLAGE OF PARK FOREST AREA NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILROAD, ACCORDING TO THE PLAT THEREOF RECORDED IN RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, JUNE 25, 1951 AS DOCUMENT 15107641 IN COOK COUNTY, ILLINOIS.

ADDRESS: 250 ALLEGHENY STREET, PARK FOREST, IL 60466

PIN: 32-30-204-017-0000

EXHIBIT "B"

DONATION ACCEPTANCE AGREEMENT

SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY

DONATION ACCEPTANCE AGREEMENT

THIS DONATION ACCEPTANCE AGREEMENT (the "Agreement") is made between Village of Park Forest, Illinois ("Donor") and South Suburban Land Bank and Development Authority ("SSLBDA" or "Donee"). This Agreement is effective as of _____ (the "Effective Date").

Recitals

Donor owns certain real property, improvements, appurtenances and hereditaments located at 250 Allegheny Street, Park Forest, Cook County, Illinois legally described on Exhibit "A" attached to this Agreement (the "Property") and wishes to donate the Property to SSLBDA. SSLBDA wishes to accept the donated Property under subject to the terms and conditions set forth below.

Therefore, the Parties hereto agree as follows:

Agreement

1. Donation of Property. Subject to both Parties' compliance with the terms and conditions of this Agreement, Donor shall donate to SSLBDA and SSLBDA shall accept from Donor the Property.

2. Closing Date.

A) The closing shall take place on or before _____, 2016 (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and SSLBDA or otherwise extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the Donee's attorney, or at a place so designated and approved by the Parties in writing. If the closing does not occur by the date specified in this Paragraph or in any extension, this Agreement is automatically terminated.

3. Inspection and Acceptance.

A) Before entering into this Agreement, Donor shall have provided Donee with full and unlimited access to the Property, and Donee shall have inspected the Property and obtained for its own use, benefit and reliance, inspections and/or reports on the condition of the Property. Donee has reviewed all necessary inspection reports and, subject to the terms and conditions of this Agreement, has accepted the Property.

B) Within fourteen (14) days of the Effective Date, Donor shall send to SSLBDA copies of any and all of the following that are in Donor's possession: (i) structural, electrical, mechanical, plumbing, termite inspection, zoning, code compliance or pending improvements reports relating to the Property, (ii) notices of any violations of laws or governmental ordinances, regulations or laws relating to the Property, and (iii) any notice, writing or information regarding

any pending or threatened litigation relating to the Property, and where such information, reports, or other items are in the possession of the REO department of Donor or Donor's real estate agent (if engaged by Donor in connection with this transaction). Donee acknowledges that the inspection reports prepared or caused to be prepared by Donor are for the use and benefit of Donor. Donee will not rely solely upon any such inspection reports obtained by Donor in making a decision to accept the Property; provided however, Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder.

4. Personal Property. Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property are not included in this donation unless the personal property is specifically described and referenced on Exhibit "B" attached to and made a part of this Agreement. Any personal property at or on the Property may be subject to claims by third parties and, therefore, shall be removed from the Property prior to the Closing Date. SSLBDA assumes no responsibility for any personal property remaining on the Property at the time of closing.

5. Condition of Property. Donee is purchasing the Property in its current "As Is" condition subject only to such repairs as may be expressly required under this Agreement or agreed to in writing by Donor and Donee prior to closing. Should any lender, insuring entity, governmental body or agency require that certain repairs to the Property be made or that certain other conditions or requirements be met prior to Closing, Donor, at its sole option, may comply with such requirement or terminate the Agreement.

6. "As-Is" Condition.

OTHER THAN EXPRESS REPRESENTATIONS SET FORTH HEREIN, DONOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE APPLIANCES, UTILITY FIXTURES, EQUIPMENT AND OTHER APPURTENANCES RELATING THERETO; OR ANY OTHER MATTER AFFECTING OR RELATING TO THE HEREIN DESCRIBED PROPERTY (OTHER THAN THE WARRANTY OF TITLE ACCORDING TO THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), AND THAT DONEE HAS BEEN AFFORDED AN ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE CONDITION OF THE PROPERTY. DONEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE, AND DONEE AGREES TO ACCEPT THE HEREIN DESCRIBED PROPERTY "AS-IS" AND "WHERE-IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE HEREIN DESCRIBED PROPERTY OR OF ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE. NO REPRESENTATIONS, CLAIMS, STATEMENTS, ADVERTISING OR PROMOTIONAL ACTIVITIES MADE OR CONDUCTED BY DONOR OR DONOR'S AGENTS OR REPRESENTATIVES SHALL BE BINDING UPON DONOR UNLESS THE SAME ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, ITS ADDENDA, OR A SUBSEQUENT WRITTEN AGREEMENT EXECUTED BY DONOR AND DONEE.

7. Real Estate Taxes.

A) Donee and Donor agree that the Donor is accepting the Property subject to all unpaid real estate taxes, liens, mortgages or other encumbrances affecting the Property.

B) Donor shall not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event Donor has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, and Donee as current owner of the Property receives the payment, Donor understands that Donee is not required to submit the refund to Donor.

C) If the Property is heated by or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, Donor will donate the fuel in the tank at closing as part of the property being donated. Donor may remove the contents of storage tanks prior to closing at Donor's expense.

8. Delivery of Possession of Property.

A) *Delivery of the Property.* Donor shall deliver possession of the Property to Donee on the Closing Date. If Donee alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing without the prior written consent of Donor, such event shall constitute a breach by Donee under this Agreement and Donor may terminate this Agreement.

B) *Vacant Property Acquisition.* If the Property is intended to be acquired by the Donee as vacant or abandoned, the following shall apply: In addition to the warranties and covenants of subparagraph (a) above, **Donor warrants and covenants with Donee that (i) the Property was vacant and unoccupied at the time of commencing discussions with Donee for the accept of the Property, (ii) the Property is vacant and unoccupied at the time of the execution of this Agreement and (iii) will be delivered to Donee at the closing in a vacant and unoccupied condition.**

C) *Occupied Property Acquisition.* If the Property is intended to be acquired by the Donee as occupied property, the parties shall execute the Occupied Property Addendum attached hereto as an Addendum.

9. Title to be Delivered.

At closing, Donor agrees to deliver to Donee the Deed, which conveys Donor's interest in the Property to Donee.

10. Title and Examination.

At Donor's expense, Donee shall promptly order a commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") issued by the title company of Donee's choice licensed to do business in Illinois (the "Title Company") and provide a copy to Donor upon Donee's receipt thereof. Donee shall have five (5) business

days from the date of its receipt of the Title Commitment or Title Opinion to examine title and make any objections thereto, which shall be made in writing to Donor or deemed waived. If any objections are so made, Donor shall be allowed sixty (60) days to make title marketable at regular rates or cancel this Agreement. Objections to title shall mean a title matter which fails to meet the customary title examination standards for title examiners for the jurisdiction in which the Property is located and makes the title unmarketable.

11. Defects in Title.

Upon examination of the Title Commitment or Title Opinion by Donee and notice to Donor of a title objection, the Parties agree to proceed as follows:

A) If Donee raises an objection to Donor's title to the Property as provided in Paragraph 10, which, if valid, would make title to the Property uninsurable and not corrected by the Donor within sixty (60) days, Donor shall have the right to terminate this Agreement by giving written notice of the termination to Donee, provided however, Donee shall have the right within five (5) days of such notice to either waive such defect or request Donor to proceed under Paragraph 11(C) below.

B) If Donor is able to correct the problem through reasonable efforts, as Donor determines, at its sole and absolute discretion, within said sixty (60) day period, including any written extensions, or (subject to Donee's consent described in Paragraph 10) if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, as provided below or Donee waives the defect, then this Agreement shall remain in full force and Donee shall perform pursuant to the terms set in this Agreement.

C) Donor will cooperate with the Title Company and Donee on the title corrections to remove any such exception or to make the title insurable, but any attempt by Donor to remove such title exceptions shall not impose an obligation upon Donor to remove those exceptions.

D) In the event Donor, within such sixty (60) day period is not able to (i) make the title marketable or correct any problem or (ii) obtain title insurance from a reputable title insurance company, all as acceptable to Donee as provided herein, Donee may either waive the objection or terminate this Agreement without penalty.

12. Land Banking Depository Agreement.

If agreed to in writing by the Parties, an SSLBDA Depository Agreement, attached hereto as an Exhibit C, entered into between the Parties with regard to the Property shall be attached to and recorded with the Deed as a deed restriction.

13. Deed

A) The Deed to be delivered at closing shall be a recordable, stamped Special Warranty Deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which Deed may be known as a Special Warranty, or a Limited Warranty Deed). Any reference to the term "Deed" or "Special Warranty Deed" herein shall be construed to refer to such form of

Deed. It is the intent of Donor to deliver title to the subject Property through the conveyance of the Special Warranty Deed or comparable instrument, in accordance with all applicable local, state and Federal rules, regulations and procedures. The comparable instrument, at a minimum, must contain the following language: “Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through and under it, but not further otherwise.”

B) **Permitted Exceptions.** At closing, Donor agrees to deliver to Donee the Deed which conveys fee simple title in the Property to Donee subject only to the following (“Permitted Exceptions”):

- (i) Covenants, conditions and restrictions of record;
- (ii) Any private, public and utility easements and roads and highways;
- (iii) Zoning laws and ordinances; and
- (iv) General real estate taxes applicable to the Property.
- (v) Any and all deed restrictions set forth and agreed to in this Agreement

14. Representations and Warranties.

Donee represents and warrants to Donor the following:

A) Donee is accepting the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Donor, its servicers, representatives, brokers, employees, agents or assigns;

B) Neither Donor, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in this Agreement;

C) Donee has not relied on any representation or warranty from Donor regarding the nature, quality or workmanship of any repairs made by Donor; and

D) Donee will not occupy or cause or permit others to occupy the Property prior to closing.

E) Donee has the power and authority to execute, deliver and perform the conditions set forth in this Agreement. Donee’s execution of this Agreement is not subject to any further approval, vote or contingency from any person or committee;

F) The execution of and performance under this Agreement will not conflict with or be a breach of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which Donee is subject, and Donee has obtained any consent, approval, authorization or order from any court or governmental agency or body required for the execution, delivery and performance by Donee under this Agreement; and

G) Donee itself does not intend to use the Property as a principal residence or for family, household or personal use.

H. Donee has or will receive funding from the Illinois Housing Development Agency Blight Reduction Program to demolish/deconstruct the Property and shall complete the demolition/deconstruction before June 30, 2017.

I. Donee shall not sell the Property until the demolition/deconstruction of the Property has been completed, and shall only convey the Property back to the Donor upon request.

J. The representations and warranties made in this paragraph shall not merge with the deed and shall survive the Closing.

15. Deliveries by Donor.

Within seven (7) days after the Effective Date, if not already delivered to Donee, Donor shall deliver the following to Donee:

A) Copies of all licenses, permits, inspection reports, zoning information, Certificates of Occupancy, and all reports identified in Section 3(B) herein in Donor's possession, if any.

B) All building plans, diagrams, architect drawings, surveys and construction or architect contracts in Donor's possession, if any.

16. Plat of Survey

A) If Donor does not provide a survey, which conforms to the standards set forth in this Agreement, within seven (7) days of the Effective Date, Donee may acquire such a survey at Donee's expense.

17. Donor Costs. Donor shall pay all of the following closing costs:

18. Donee Closing Costs. Donee shall pay for:

A) All recording and service fees required in order to record the Deed; and

B) Fees for Donee's Attorney

C) Any title policy requires by the Donee.

19. Closing Documents.

Donor shall provide and execute the following documents at closing:

A) Deed

B) ALTA Statement

C) Power of Attorney, if applicable

- D) Lead-Based Paint Disclosure, if required
- E) Municipal Transfer Tax Declaration (including Water Department Certification and Zoning Compliance Certificate, if applicable);
- F) County Transfer Tax Declaration;
- G) Gap Undertaking;
- H) State Transfer Tax Declaration;
- I) Pay-off Letters, Releases, Estoppel Letters, and Utility Letters, if applicable;
- J) Affidavit Regarding Donor;
- K) FIRPTA Affidavit; and
- L) Executed Settlement Statement.

Donee shall provide and execute the following documents at closing:

- A) Affidavit Regarding Donee;
- B) Power of Attorney, if applicable;
- C) Executed Settlement Statement; and
- D) Survey.

20. Condominium or Planned Unit Development.

If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, Donor, at Donor's own expense, is responsible for obtaining and providing the covenants, conditions and restrictions and bylaws of the condominium, or planned unit development or cooperative to Donee within five (5) days of execution of this Agreement by both Parties. Donee will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Donee does not notify Donor in writing, within fifteen (15) days of receipt of said documents, of Donee's objection to the covenants, conditions and restrictions and/or bylaws. Donee understands and acknowledges that this transaction may be subject to the written consent of the governing body of a condominium, planned unit development, co-operative, or home owner's association, depending on the covenants, conditions and restrictions and/or bylaws of said governing body. Donee agrees to promptly submit such references or other information as such governing body may require and Donee agrees to cooperate in any reasonable manner to obtain such consent, including a personal appearance by Donee before such governing body. Donee shall be solely responsible for obtaining such consent. If after reasonable efforts, Donee is unable to obtain such governing body's consent to this transaction, Donee may terminate this Agreement. Upon termination of this Agreement, Donee and Donor shall have no further liability, no further obligation, and no further responsibility each to the other and Donee and Donor shall be

released from any further obligation each to the other in connection with this Agreement.

21. Lead Paint Disclosure. (Check the provision that applies.)

Donor represents that the dwelling was constructed on the real property in 1978 or later.

Donor represents that the dwelling was constructed on the real property before 1978. (If such housing is located on the real property, attached and made a part of this Agreement is the form, **LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978.**)

22. Cancellation of Contracts. On or prior to the Closing Date, Donor agrees to cancel any contracts that Donor (or Donor's agent) has with respect to the Property, effective as of the Closing Date, and to pay any amounts due with respect to any such contract after the Closing Date. Donor agrees to cooperate with Donee in causing the utility accounts associated with the Property to be transferred into the name of Donee as of the Closing Date (unless there is a credit on the settlement statement for the payment of such utility service charges).

23. Remedies for Default.

A) In the event of Donee's default, material breach or material misrepresentation of any fact under the terms of this Agreement, Donor is automatically released from the obligation to donate the Property to Donee and neither Donor nor its representatives, agents, attorneys, successors, or assigns shall be liable to Donee for any damages of any kind as a result of Donor's failure to donate and convey the Property.

B) Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

C) The Parties agree that neither Party shall be liable to the other for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement.

24. Indemnification.

Donee agrees to indemnify and fully protect, defend, and hold Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

A) inspections or repairs made by Donee or its agents, employees, contractors, successors or assigns;

B) the imposition of any fine or penalty imposed by any municipal or governmental entity resulting from Donee's failure to timely obtain any necessary Certificate of Occupancy or to comply with equivalent laws and regulations; and

C) claims for amounts due and owed by Donor for taxes, homeowner association dues or assessment or any other items prorated at closing under Paragraph 7 of this Agreement, including any penalty or interest and other charges, arising from the proration of such amounts for which Donee received a credit at closing under Paragraph 7 of this Agreement.

25. Risk of Loss. Donor assumes all risk of loss related to damage to the Property prior to the Closing Date. In the event of fire, destruction or other casualty loss to the Property after Donor's acceptance of this Agreement and prior to closing and funding, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

26. Eminent Domain. In the event that Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

27. Keys. If Donor is not in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, then the cost of obtaining the same will be the responsibility of Donee. Donee also understands that if the Property includes an alarm system, Donor cannot provide the access code and/or key and that Donee is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys. If the Property is presently on a Master Key System, Donor will re-key the exterior doors to the Property prior to closing at Donor's expense.

28. Full Performance and Survival. Donor shall have been deemed to have fully performed and discharged Donor's obligations under this Agreement upon recording of the Deed to the Property in the Recorder's Office of Cook County. Notwithstanding anything to the contrary in this Agreement, the provisions of Paragraph 24 of this Agreement, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive the closing, funding and the delivery of the Deed and/or termination of this Agreement by any Party and continue in full force and effect.

29. Severability. The invalidity, illegality or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

30. Assignment of Agreement. Parties shall not assign this Agreement without the express written consent of the non-assigning Party. Assignment without written consent of all Parties will be deemed null and void, with all Parties remaining bound by the terms of this Agreement.

31. Entire Agreement. This Agreement, including the disclosure of information on lead based paint and/or lead based paint hazards or Donor Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between Donee

and Donor concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between Donee and Donor. **NO ORAL PROMISES, REPRESENTATIONS (EXPRESSED OR IMPLIED), WARRANTIES OR AGREEMENTS MADE BY DONOR AND/OR BROKERS OR ANY PERSON ACTING ON BEHALF OF DONOR SHALL BE DEEMED VALID OR BINDING UPON DONOR UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT.** All negotiations are merged into this Agreement. Donor is not obligated by any other written or verbal statements made by Donor, Donor's representatives, or any real estate licensee.

32. Modification. No provision, term or clause of this Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by Donee and Donor.

33. Rights of Others. This Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Donor's successors and/or assigns and Donee.

34. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.

35. Headings. The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

36. Gender. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

37. Force Majeure. Except as provided in Paragraph 28 to this Agreement, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans or other means.

38. Attorney Review. The Parties acknowledge that each Party has had the opportunity to consult with its respective legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any Party because that Party drafted this Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of this Agreement.

39. Notices. Any notices required to be given under this Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid. All notices to Parties will be deemed sent or delivered if sent or delivered to the Party or its agent, at the addresses set forth below:

To Donor:

Thomas K. Mick, Village Manager

Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

With a copy to:

Mark H. Sterk
Odelson & Sterk, Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805

To SSLBDA:

Russell Rydin, Executive Director
South Suburban Land Bank and Development Authority
3700 W. 183rd Street
Hazel Crest, Illinois 60429

With a copy to :

Brent O. Denzin
Ancel Glink P.C.
140 South Dearborn, Suite 600
Chicago, Illinois 60602

40. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the Parties hereto.

41. Invalidity. If for any reason any portion or paragraph of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular portion or paragraph of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

42. Attorneys' Fees. Each Party shall pay the fees and costs of its own counsel. In the event a legal proceeding is commenced to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs from the other Party.

43. Cumulative Rights. The rights, options, election and remedies contained in this Agreement shall be cumulative; and no one such rights, options, elections and remedies shall be construed as excluding any other of them or any right or remedy allowed or provided by law.

44. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Property is located.

45. Donor Authority. Donor has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement

and all the deeds, agreements, certificates, and other documents contemplated herein. This Agreement has been duly executed by and is a valid and binding agreement of Donor, enforceable in accordance with its terms, except as enforceability may be limited by equitable principles or by the laws of bankruptcy, insolvency, or other laws affecting creditors' rights generally.

[Remainder Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

DONOR:

Village of Park Forest

By: _____

Its: _____

DONEE:

**South Suburban Land Bank and Development
Authority**

By: _____

Its: _____

EXHIBIT "A"

Legal Description of Property

LEGAL DESCRIPTION

LOT 16 IN BLOCK 3 IN VILLAGE OF PARK FOREST AREA NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET, AND EASTERN RAILROAD, ACCORDING TO THE PLAT THEREOF RECORDED IN RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS JUNE 25, 1951 AS DOCUMENT 15107641 IN COOK COUNTY, ILLINOIS.

ADDRESS: 250 ALLEGHENY STREET, PARK FOREST, IL 60466

PIN: 32-30-205-017-0000

EXHIBIT “B”

Personal Property

NONE, UNLESS SPECIFICALLY IDENTIFIED BELOW:

LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978

TO ACCEPT AGREEMENT BETWEEN

VILLAGE OF PARK FOREST AS DONOR

AND

SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY, AS DONEE

LEAD WARNING STATEMENT

Every Donee of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Donor of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Donor's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before accept.

DONOR'S DISCLOSURE

1. Presence of lead-based paint and/or lead-based paint hazards (check items a or b below):
 - a. Known lead-based paint and/or lead-based paint hazards are present in the housing. If checked, the following explanation is provided: _____
 - b. Donor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
2. Records and reports available to Donor (check item a or b below):
 - a. Donor has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. If checked, the following documents were provided: _____
 - b. Donor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

DONEE'S ACKNOWLEDGMENT

1. Buyer has read the Lead Warning Statement above and understands its contents, and has received copies of all information listed above.
2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
3. Buyer has either (check one of the boxes below):
 - received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

NOTE: PLEASE COMPLETE THIS ADDENDUM ONLY WHEN OCCUPIED PROPERTIES ARE BEING ACQUIRED BY THE DONEE.

**ADDENDUM TO ACCEPT AND SALE AGREEMENT
(Occupied Property)**

THIS ADDENDUM TO ACCEPT AND SALE AGREEMENT (Occupied Property) (“Addendum”) is dated as of the ___ day of _____, 20___, between _____ (“Donor”) and SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY (“Donee”), amending that certain Accept and Donate Agreement between the Parties of even date herewith (“Acceptance Agreement”). To the extent that this Addendum is inconsistent with the terms of the Acceptance Agreement, then the terms of this Addendum shall control. Any capitalized term not defined in this Addendum shall have the meaning given such term in the Acceptance Agreement. The Acceptance Agreement is hereby amended as follows:

13. Deed. Paragraph 13(B) shall be amended by adding the following:

(ix) Existing rights of tenants in possession, if any.

14. Representations and Warranties. Paragraph 14(D) is amended and restated in its entirety as follows:

Donee will not occupy or cause or permit others, other than Tenants in possession as of the Effective Date, to occupy the Property prior to closing and funding and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others, other than Tenants in possession as of the Effective Date, to occupy the Property until after the closing.

15. Deliveries by Donors. Paragraph 15 is amended by adding the following:

(c) Copies of all Leases in Donor’s possession, if any.

19. Closing Documents. In addition to the closing documents set forth at Paragraph 19, Donor and Donee shall execute and deliver at closing, an assignment of Donor’s rights and interests, if any, to all Leases (defined below) by all Tenants, in the form and content acceptable to both Parties, pursuant to which Donor assigns and conveys to Donee all of Donor’s right, title and interest, if any, in and to the Leases and Donee accepts such assignment and conveyance and assumes all obligations under said Leases, including but not limited to compliance with the Protecting Tenants at Foreclosure Act of 2009 and any similar state laws, from and after the Closing Date.

46. Leases. The following Paragraph 46 shall be added:

The Property shall be sold subject to the rights and tenancies of any tenant (“Tenant”) of the Property as of the Closing Date pursuant to a written or oral lease (“Lease”), if any.

(a) Donee acknowledges that Donor may not have copies of the Leases or knowledge of the original terms of any oral lease. Donor shall deliver to Donee a signed copy of all Leases in Donor’s possession, if any, with respect to the Property and, upon Donee’s request, any information, reports, or other items that are in the possession of the Donor or Donor’s real estate agent (if engaged by Donor in connection with this transaction) with respect to any Lease. Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 21 of this Agreement.

A) After the Effective Date, Donor will not, without Donee’s consent, enter into, amend or terminate any Lease with respect to the Property.

B) Donor shall deliver to Donee, in addition to any other items required by this Agreement, all security deposits paid by a Tenant under a Lease and all accrued interest thereon actually received by Donor (“Security Deposit”), if any.

C) Donor shall cooperate with Buyer to provide notices to each Tenant under a Lease advising them of the sale of the Property, confirming the transfer of the Tenant’s Security Deposits and directing them to make future rent payments to Donee.

47. No Other Amendment. Except as herein amended, the Accept Agreement remains in full force and effect and is hereby ratified and confirmed.

[SIGNATURE PAGES TO FOLLOW]

DONOR:

VILLAGE OF PARK FOREST, IL

By: _____

Its: _____

DONEE:

**SOUTH SUBURBAN LAND BANK AND
DEVELOPMENT AUTHORITY**

By: _____

Its: _____