

## AGENDA

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

Village Hall

7:00 p.m.

September 26, 2016

Roll Call

1. An Ordinance Authorizing the Donation of a Property at 238 Arrowhead Street to the South Suburban Land Bank and Development Authority
2. An Ordinance Authorizing the Donation of a Property at 243 Allegheny Street to the South Suburban Land Bank and Development Authority
3. An Ordinance Authorizing the Donation of a Property at 250 Allegheny Street to the South Suburban Land Bank and Development Authority

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall and on the Village website  
[www.villageofparkforest.com](http://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](mailto:sblack@vopf.com). Every effort will be made to allow for meeting participation.

## **AGENDA BRIEFING**

**DATE:** September 21, 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 Rules and Regular Board meeting agendas of September 26, 2016, for discussion and final 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**

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**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 95<sup>th</sup> Street  
Evergreen Park, Illinois 60805

To SSLBDA:

Russell Rydin, Executive Director  
South Suburban Land Bank and Development Authority  
3700 W. 183<sup>rd</sup> 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:** September 21, 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 Rules and Regular Board meeting agendas of September 26, 2016, for discussion and final 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**

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**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

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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 95<sup>th</sup> Street  
Evergreen Park, Illinois 60805

To SSLBDA:

Russell Rydin, Executive Director  
South Suburban Land Bank and Development Authority  
3700 W. 183<sup>rd</sup> 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:** September 21, 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 Rules and Regular Board meeting agendas of September 26, 2016, for discussion and final 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**

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**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

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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 95<sup>th</sup> Street  
Evergreen Park, Illinois 60805

To SSLBDA:

Russell Rydin, Executive Director  
South Suburban Land Bank and Development Authority  
3700 W. 183<sup>rd</sup> 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: \_\_\_\_\_

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

Village Hall

7:00 p.m.

September 26, 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: A Motion to Approve the Purchase of Self-Contained Breathing Apparatus
2. Motion: A Motion to Approve a Sprint Lease Extension at 380 Indianwood Boulevard
3. Resolution: A Resolution to Appropriate \$517,790 in Motor Fuel Tax Funds for Construction and Construction Engineering Costs Associated with Improvements for Indianwood Boulevard
4. Motion: A Motion to Approve a Local Public Agency Agreement for Federal Participation for the Improvements to Indianwood Boulevard
5. Motion: A Motion to Approve a Construction Engineering Services Agreement for Federal Participation Associated with Improvements to Indianwood Boulevard

DEBATABLE:

6. Ordinance: An Ordinance Authorizing the Donation of a Property at 238 Arrowhead Street to the South Suburban Land Bank and Development Authority (Final Reading)
7. Ordinance: An Ordinance Authorizing the Donation of a Property at 243 Allegheny Street to the South Suburban Land Bank and Development Authority (Final Reading)
8. Ordinance: An Ordinance Authorizing the Donation of a Property at 250 Allegheny Street to the South Suburban Land Bank and Development Authority (Final Reading)

Adjournment

NOTE: Copies of Agenda Items are Available in the Lobby of Village Hall and on the Village website

[www.villageofparkforest.com](http://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](mailto: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. MOVED, that the Manager is authorized to 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, 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 equipment totals \$199,607.00 and is within the grant funding parameters (\$202,380.00).
2. MOVED, that the Manager is authorized to enter into an extension of the Sprint lease at 380 Indianwood Boulevard for a term of five years with 5 additional, 5 year automatic renewals.
3. MOVED, that the Mayor and Board of Trustees adopt a Resolution to Appropriate \$517,790 in Motor Fuel Tax Funds for Construction and Construction Engineering Costs Associated with Improvements for Indianwood Boulevard
4. MOVED, that the Mayor and Board of Trustees approve a Motion to Approve a Local Public Agency Agreement for Federal Participation for the Improvements to Indianwood Boulevard
5. MOVED, that the Mayor and Board of Trustees approve a Motion to Approve a Construction Engineering Services Agreement for Federal Participation Associated with Improvements to Indianwood Boulevard

September 26, 2016

## **AGENDA BRIEFING**

**DATE:** September 21, 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 2<sup>nd</sup> 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 Regular Meeting of September 26, 2016, for approval.

	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
<b>Facepiece:</b>					
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
<b>Backpack:</b>					
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
<b>Cylinders:</b>					
45-minute	Y	Y	Y	Y	Y
Department ID	Y	Y	Y	Y	Y

Department #	Y	Y	Y	Y	Y
<b>RIT Packs:</b>					
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
<b>Confined Space:</b>					
Upgrade of Current	N	N	N	Y	N
Require New	Y	Y	Y	N	Y
<b>Accessories</b>					
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	?
<b>Options:</b>					
Integrated TIC	N	N	N	Y	N
<b>Warranty:</b>					
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" ***				
		<b>G1 ATO # A-G1FS-4-4-2-M-A-2-C-2-L-A-R</b>		
		<b>SCBA FACEPIECES FOR PERSONNEL</b>		
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
		<b>OTHER ACCESSORY EQUIPMENT:</b>		
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
<b>Total of All Equipment:</b>				<b>\$194,167.00</b>
<b>NOTES:</b>		1. ALL SCBA MEET NFPA 1981 & 1982 - 2013 EDITION.	<b>Thank You!</b>	
		2. ALL SCBA HAVE MSA 15 YEAR WARRANTY.		
		3. INCLUDES TRAINING ON CARE AND USE OF SCBA EQUIPMENT.		
<b>Estimated Delivery:</b>		<b>By: <u>Tim Sarhage, Sales Manager</u></b>		
4-6 WEEKS ARO (SCBA)		<b>Air One Equipment, Inc.</b>		
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)		
			<b>Total of All Equipment:</b>	<b>\$5,440.00</b>
<b>NOTES:</b>		For Replacement of Existing SAR Units with New MSA Equipment.		<b>Thank You!</b>
<b>Estimated Delivery:</b>		<b>BY: TIMOTHY SARHAGE, SALES MANAGER</b>		
<b>3 Weeks ARO</b>		<b>Air One Equipment, Inc.</b>		

## **AGENDA BRIEFING**

**DATE:** September 21, 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 Regular meeting of September 26, 2016 for approval.

**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. SIGNIFICANT DEVIATIONS OR DEFERRED REPAIRS IDENTIFIED AT THE TIME OF CONSTRUCTION SHALL NOTIFY STRUCTURAL ENGINEER IMMEDIATELY. CONTRACTOR SHALL VERIFY ALL PLANS AND CONDITIONS AND CONDITIONS ON THE JOB SITE BEFORE ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME. THESE DRAWINGS ARE FULL SIZE AND ARE SCALEABLE ON THE SHEET SIZE AND ARE NOT REDUCED IN SIZE. STATEMENT THAT DIFFERENCE WITH THE REVERSE COPY IS NOT REQUIRED - SCOPE OF WORK DOES NOT INVOLVE MODIFICATIONS OF EXISTING HVAC SYSTEMS OR ELECTRICAL LIGHTING.

**UTILITIES COORDINATION**

POWER COMPANY:  
PHONE: 666-635-5532

TELEPHONE COMPANY:  
PHONE: 800-351-0902



Know what's below.  
Call before you dig.

**W-T**

W-T COMMUNICATIONS  
PROFESSIONAL ENGINEERING  
1500 S. UNIVERSITY BLVD., SUITE 100  
LAS VEGAS, NV 89102  
A MEMBER OF THE W-T GROUP



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

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

# Clear Wireless LLC

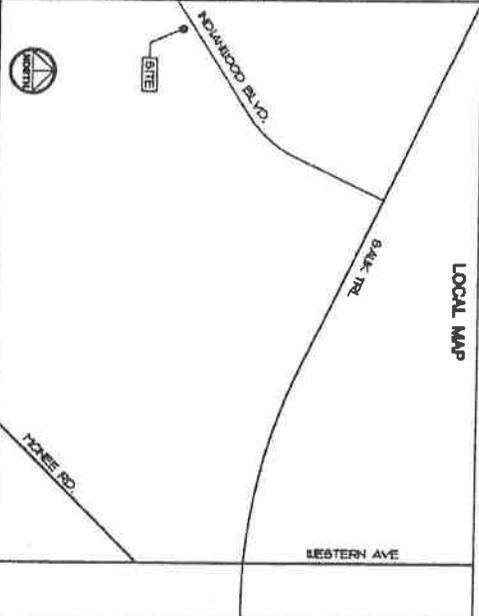
A NEVADA LIMITED LIABILITY COMPANY, A SPRINT AFFILIATE

**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 R281 TO INTERSECTION OF R281 & VA VA, THE ROAD ON THE LEFT TOWARD TERRELL TAKE THE 2ND ROAD EAST, EAST SIDE, TURN RIGHT ONTO PARK TRAIL TOWARD TERRELL TAKE RLYD. ABOVE AT 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 WIRELESS ANTENNAS MOUNTED AT EXISTING HORIZONTAL AT TANK TOP.  
**SITE NAME:** CH54XC996  
**CLEAR WIRELESS SITE ID:** IL-CH18523  
**HOBI SITE ID:** CH027YC523  
**SITE ADDRESS:** 380 INDIANWOOD BOULEVARD  
PARK FOREST, IL 60466  
**TOWER OWNER:** VILLAGE OF PARK FOREST  
**SITE CONTACT:** RON BERGSON  
PHONE: (708) 303-1102  
**APPLICANT:** CLEAR WIRELESS BROADBAND  
**GEOGRAPHIC COORDINATES:** LATITUDE: 41.07336, LONGITUDE: -91.629436  
**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 AVENUE  
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	CHKD
1	10/17/09	ISSUED FOR PERMIT	W-T	W-T
2	10/27/09	FOR SUBMITTAL	W-T	W-T
3	11/02/09	FOR PERMIT	W-T	W-T
4	11/02/09	FOR PERMIT	W-T	W-T
5	11/02/09	FOR PERMIT	W-T	W-T

PROJECT NUMBER: 77001430  
DRAWING FILE: T-1  
SHEET: T-1

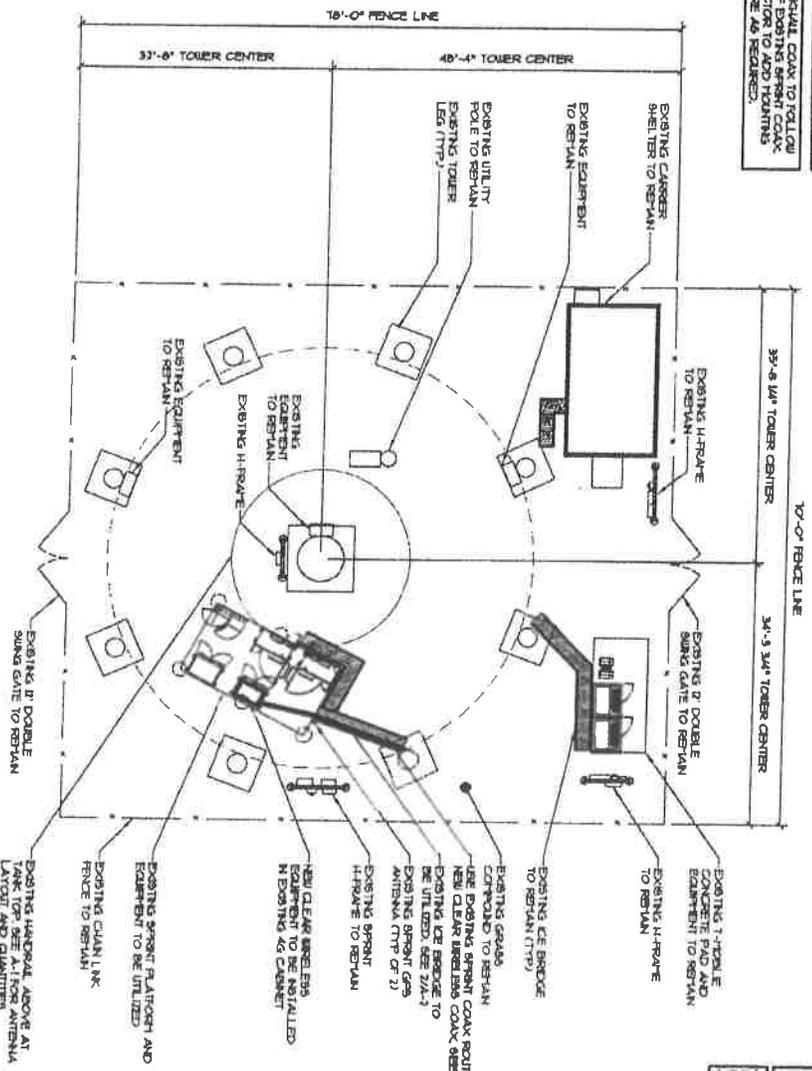


**GENERAL NOTES**

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 STRUCTURES AND RESTORE OR REPLACE ANY DAMAGED ITEMS AT CLEAR WIRELESS DIRECTION.
5. CONTRACTOR SHALL CORRECT/REPAIR ALL CONSTRUCTION RELATED DAMAGE TO EXISTING WIRELESS EQUIPMENT OR INFRASTRUCTURE AS REQUIRED TO NOT DISTURB EXISTING EQUIPMENT ON SITE.
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 DISTURB ANY UTILITY SERVICES WITHOUT PROPER PERMISSIONS.
10. CONTRACTOR SHALL NOT LEAVE ANY TOOL, DEBRIS OR SUPPLIES ON SITE DURING CONSTRUCTION.
11. CONTRACTOR SHALL REMOVE OF ANY SITE 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 UTILITIES AT HIS OWN COST 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.  
 NEW 1/2" SQUARE COAX TO FOLLOW ROUTE OF EXISTING COAX. CONTRACTOR TO ADD HEIGHTS HARDWARE AS REQUIRED.

POWER FOR NEW CLEAR WIRELESS BACKHAUL RADIO SHALL BE FROM EXISTING 120V PANEL WITH EXISTING 40 AMPERES AS REQUIRED.  
 GROUNDING FOR NEW CLEAR WIRELESS BACKHAUL RADIO SHALL BE FROM EXISTING 40 AMPERES AS REQUIRED.



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

**W-T**

**W-T SOLUTIONS LLC**  
 REGISTERED PROFESSIONAL ENGINEER  
 1000 N. WILSON ROAD, SUITE 100  
 WILSONVILLE, IN 46094  
 TEL: 317.566.1111  
 FAX: 317.566.1112



**Clear Wireless LLC**  
 A WIRELESS COMMUNICATIONS COMPANY, A SPRINT AFFILIATE

SITE NAME: CHS4XC896  
 CLEAR WIRELESS SITE ID: IL-CHS6523  
 WINDMAX ID: CH021C523  
 800 NEAUNQUO BOWLING PARK DRIVE, E. SHARON

NO.	DATE	DESCRIPTION	BY	CHK
1	08/17/10	ISSUED FOR PERMIT	W-T	W-T
2	08/17/10	REV. COMMENTS	W-T	W-T
3	08/17/10	LOAN CHANGE	W-T	W-T
4	08/17/10	REVISION	W-T	W-T
5	08/17/10	REVISION	W-T	W-T

PROJECT NUMBER: 10004120  
 GENERAL NOTES & OVERALL SITE PLAN  
 SHEET NUMBER: C-1

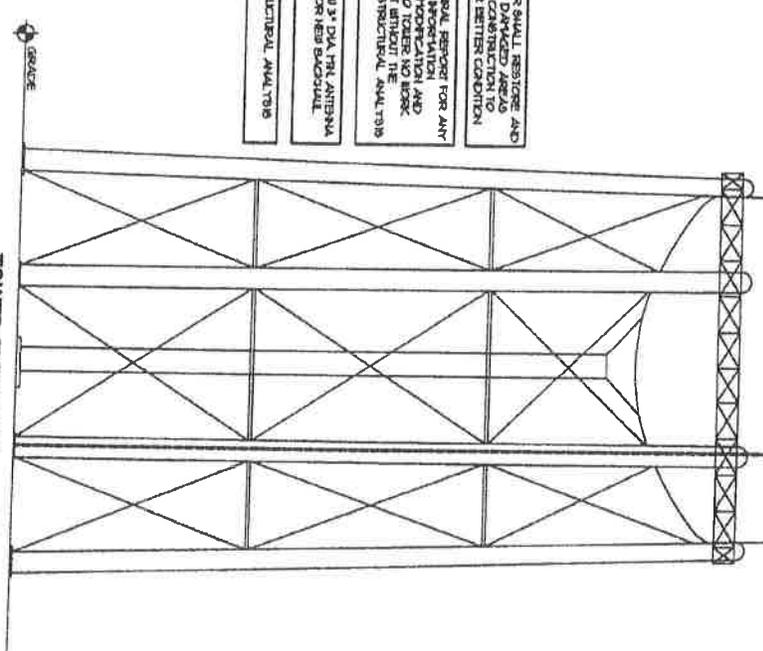
- ◇ EXISTING FRONT ANTENNAS 1 & 2  
ELEV. 120'-0"
- ◇ PROPOSED CLEAR WIRELESS BACKHAUL ANTENNAS 1 & 2  
ELEV. 115'-0"
- ◇ EXISTING CARRIER ANTENNAS 1 & 2  
ELEV. 110'-0"
- ◇ TOP OF TOWER 1  
ELEV. 110'-0"
- ◇ EXISTING FRONT ANTENNAS TO REMAIN ANTENNAS TO REMAIN
- ◇ NEW CLEAR WIRELESS BACKHAUL ANTENNAS MOUNTED ON NEW 3" DIA. TUBULAR ANTENNAS (SEE ATT. 4.5 (1) & (2))
- ◇ EXISTING CARRIER ANTENNAS TO REMAIN
- ◇ EXISTING WATER TANK TO BE UTILIZED (SEE SP-1)

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

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

PROVIDE NEW 3" DIA. TUBULAR TUBES FOR NEW BACKHAUL ANTENNAS

PERFORM STRUCTURAL ANALYSIS BY OTHERS



**W-T**

W-T COMMUNICATION DESIGN GROUP, LLC  
20170000 Avenue  
PO BOX 200000  
Chicago, IL 60620-0000  
Tel: (773) 762-1000 Fax: (773) 762-1001



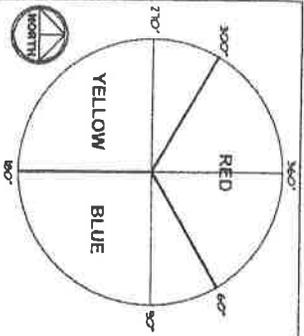
**Clear Wireless LLC**  
A KETRON LIMITED LIABILITY COMPANY, A SPENT AFFAIR

SITE NAME: CHS1XK0986  
CLEAR WIRELESS SITE ID: IL-CH8523  
WINMAX ID: CH0270523  
AND REMEDIATION SOLUTIONS PART PROJECT 1.00000

NO.	DATE	DESCRIPTION	BY	CHKD BY
1	08/17/09	ISSUED FOR PERMIT	SC	SC
2	08/17/09	FOR PERMIT	SC	SC
3	08/17/09	FOR PERMIT	SC	SC
4	08/17/09	FOR PERMIT	SC	SC
5	08/17/09	FOR PERMIT	SC	SC

PROJECT NUMBER: 10904-20  
ISSUED DATE: 08/17/09  
ENLARGED SITE PLAN AND TOWER ELEVATION  
Drawing Number: C-2





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

SECTOR DEGREE RANGE	MOUNTING 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.
90° 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 DIRECTION TAPE SHOULD BE WRAPPED AROUND THE TOP AND BOTTOM OF THE SUPPORT PIPE AS DESCRIBED ABOVE

**COAX CABLE LABELING**

1. LABEL MARKINGS SHALL BE PLACED WITHIN 6" OF THE TERMINATION AT BOTH ENDS OF COAX AT OR NEAR THE CABINET LAYER FOR PROXIMITY MARK AND EITHER PRIOR TO THE ENTRY INTO THE CABINET OR PRIOR TO ENTRY INTO THE SEPARATED BY DISTANCE OF 1'-3".
2. ACTUAL LENGTHS SHALL BE DETERMINED PER SITE CONDITION BY THE CONTRACTOR.
3. THE DESIGN IS BASED ON THE BIRDS REMOVED, SIGNED AND APPROVED BY PER ENGINEER.
4. ALL THE BRAYS SHALL BE CUT FLUSH WITH THE APPROVED CUTTING TOOL FOR SAFETY AND PROTECTION.
5. 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.
6. 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.
7. SLACK SHALL BE LEFT IN THE CABLES LEAVING THE EQUIPMENT TO THEIR TERMINATION POINTS.
8. ALL CABLES SHALL BE ROUTED AND INSTALLED IN A MANNER AS TO PROTECT THE CABLES FROM DAMAGE OR SHARP EDGES OF HARDWARE AND THESE CABLES ARE ROUTED DOWN THE TOWER.
9. CABLES SHALL BE SUPPORTED A MINIMUM OF 12 FEET EXCEPT FOR THE INSIDE HORIZONTALS AND LATTICE TOWERS WHERE CABLE AND CONNECTOR MANUFACTURERS SUPPORT RECOMMENDATIONS SHALL BE FOLLOWED.
10. DRIP LOTS 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**

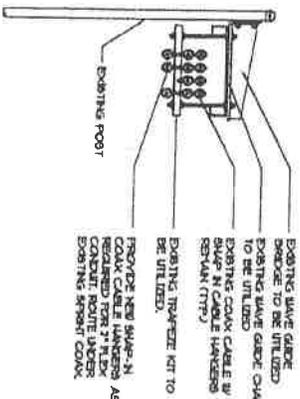
W-T COMMUNICATION DESIGN GROUP, LLC  
3001 South Main Street  
Mesa, Arizona 85204  
P: 480.948.1400  
F: 480.948.1401  
www.wtcomm.com

**INSTALLATION NOTES**

1. SECTOR ORIENTATION/WEATHERING AND HEIGHT WILL VARY FROM REGION TO REGION AND IS SITE SPECIFIC. REFER TO THE BIRDS REPORT FOR EACH SITE TO DETERMINE THE ANTENNA AND PROXIMATE LOCATION AND ORIENTATION OF EACH SECTOR.
2. ALL TOWER MOUNTS INSTALLED MUST BE INSTALLED ACCORDING TO THE MANUFACTURERS INSTALLATION GUIDELINES.
3. REFER TO THE MANUFACTURERS ASSEMBLY DOCUMENTATION FOR TORQUE SPECIFICATIONS.
4. ALL BOLTS TO BE TIGHTENED TO A MANUFACTURER SPECIFIED TORQUE. CONSTRUCTION IS DEEMED AS THE TIGHTNESS THAT EXISTS WHEN ALL TUBES IN A JOINT ARE IN TENSION. REFER TO THE MANUFACTURERS INSTALLATION GUIDELINES FOR TIGHTENING TORQUE SPECIFICATIONS FOR THE FULL BROAD OF A TOWER. REFER TO THE MANUFACTURERS WEATHERING REPORT FOR LOCAL DISH ANTENNA SO 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.



**IOE BRIDGE DETAIL 2**

SCALE: AS SHOWN

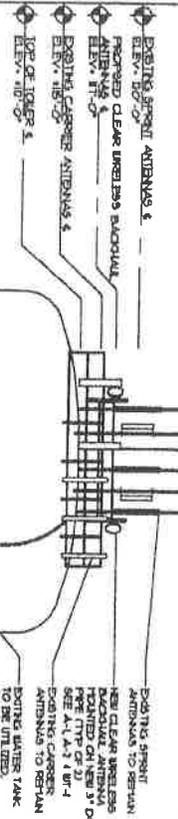
SITE NAME: CHS40C986  
CLEAR WIRELESS SITE ID:  
IL-CH185523  
WMAA ID: CH027C523  
880 BROADWAY BOULDER CO  
PARK FRONT, CO 80509

NO.	DESCRIPTION	QUANTITY	UNIT	DATE
1	IOE BRIDGE DETAIL	1	EA	01/17/20
2	IOE BRIDGE DETAIL	1	EA	01/17/20
3	IOE BRIDGE DETAIL	1	EA	01/17/20
4	IOE BRIDGE DETAIL	1	EA	01/17/20
5	IOE BRIDGE DETAIL	1	EA	01/17/20
6	IOE BRIDGE DETAIL	1	EA	01/17/20
7	IOE BRIDGE DETAIL	1	EA	01/17/20
8	IOE BRIDGE DETAIL	1	EA	01/17/20
9	IOE BRIDGE DETAIL	1	EA	01/17/20
10	IOE BRIDGE DETAIL	1	EA	01/17/20

PROJECT NUMBER: 10504320  
ISSUED DATE: 01/17/20  
ANTENNA ORIENTATION LABELING & ANTENNA MOUNT DETAILS & NOTES  
ISSUED BY: [Signature]  
A-2





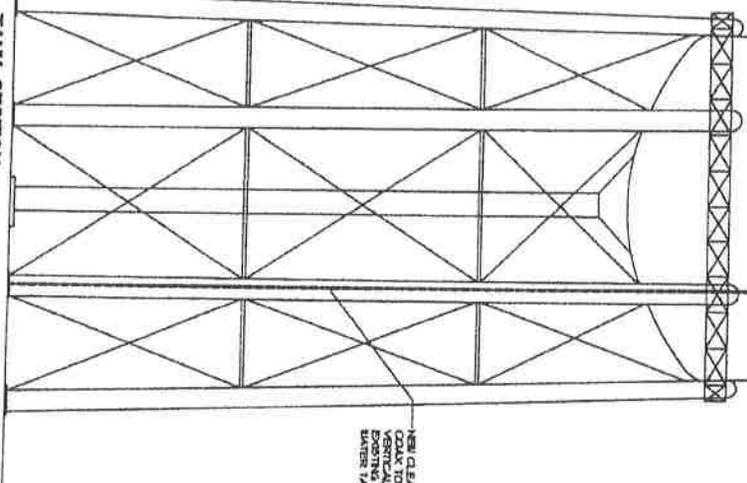


CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONNECTION TO OR REMOVAL OF EITHER CONNECTION.

SEE STRUCTURAL REPORT FOR ANY REVISIONS TO THIS DRAWING AND ADDITIONS TO TOWER TO BE MADE BY OTHERS.

SEE STRUCTURAL ANALYSIS REPORT FOR NEW ANTENNA ATTACHMENT.

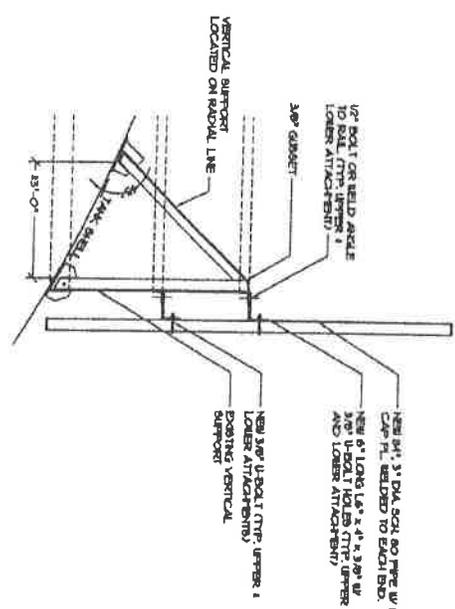
SEE STRUCTURAL ANALYSIS BY OTHERS.



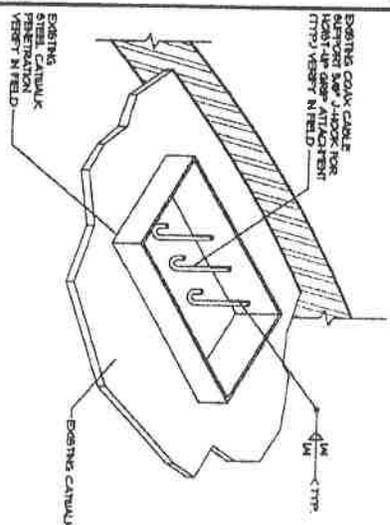
EXISTING 30' TALL ANTENNAS TO REMAIN.

NEW CLEAR WIRELESS ANTENNAS TO BE INSTALLED ON NEW 3\"/>

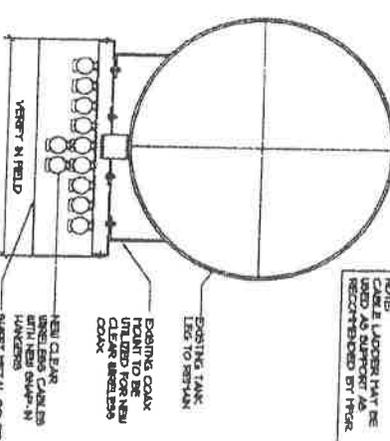
NEW CLEAR WIRELESS ANTENNAS TO BE INSTALLED ON NEW 3\"/>



ANTENNA MOUNT TO HANDRAIL  
SCALE: NONE



EXISTING CATWALK PENETRATION  
SCALE: NONE



COAX MOUNTING  
SCALE: NONE

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

**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 FIRST FLOOR

SITE NAME: CHS4XC998  
CLEAR WIRELESS SITE ID: IL-CH16523  
WIMAX ID: CH02YC523  
800 BROADWAY BOULEVARD  
PARK FOREST, IL 60469

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

PROJECT NUMBER: T090450  
SHEET NO.: WT-1

WATER TANK DETAILS

WT-1



**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 10<sup>th</sup> 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

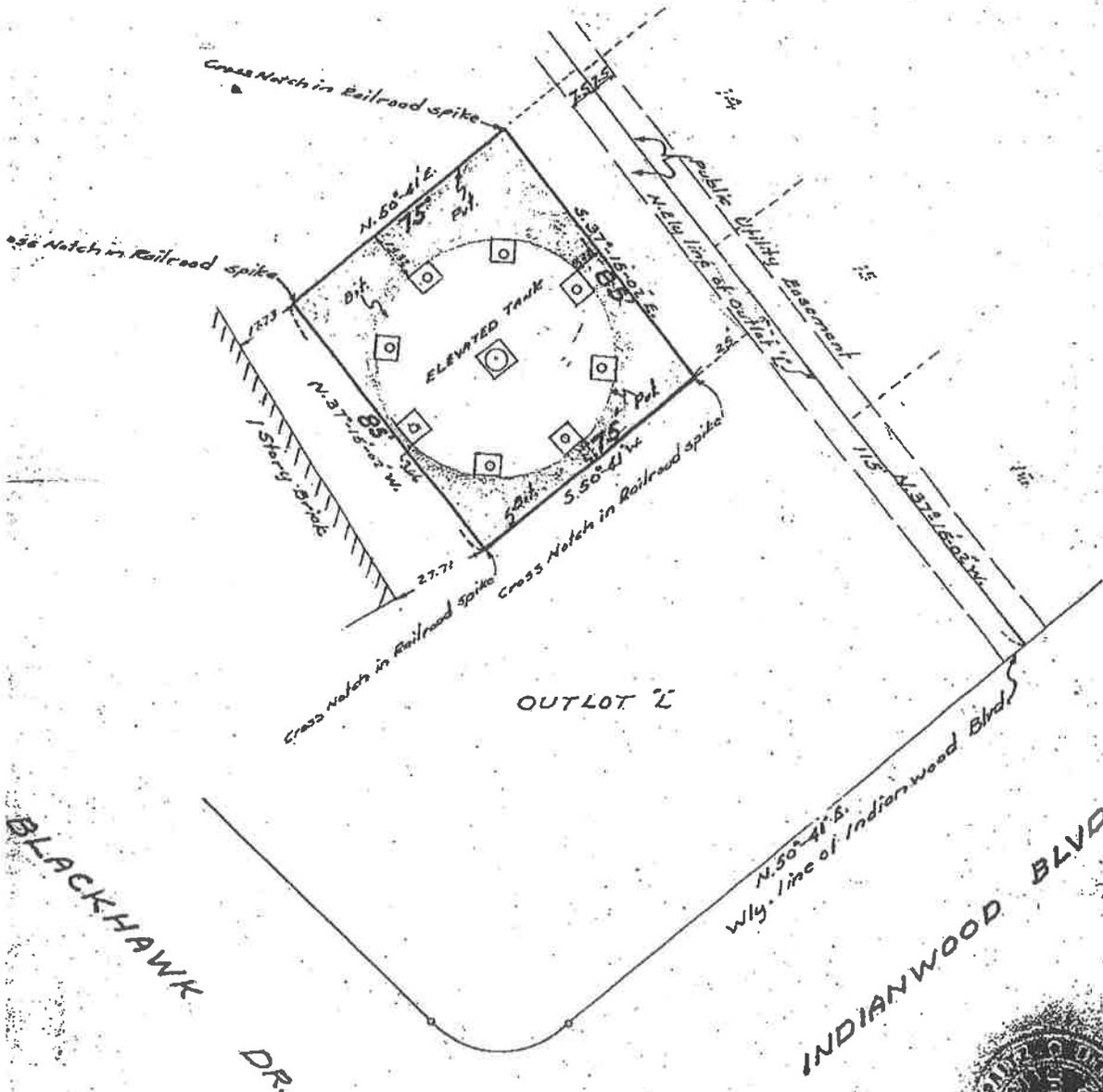
Date: 12/20/02

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.



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



**GENERAL NOTES**

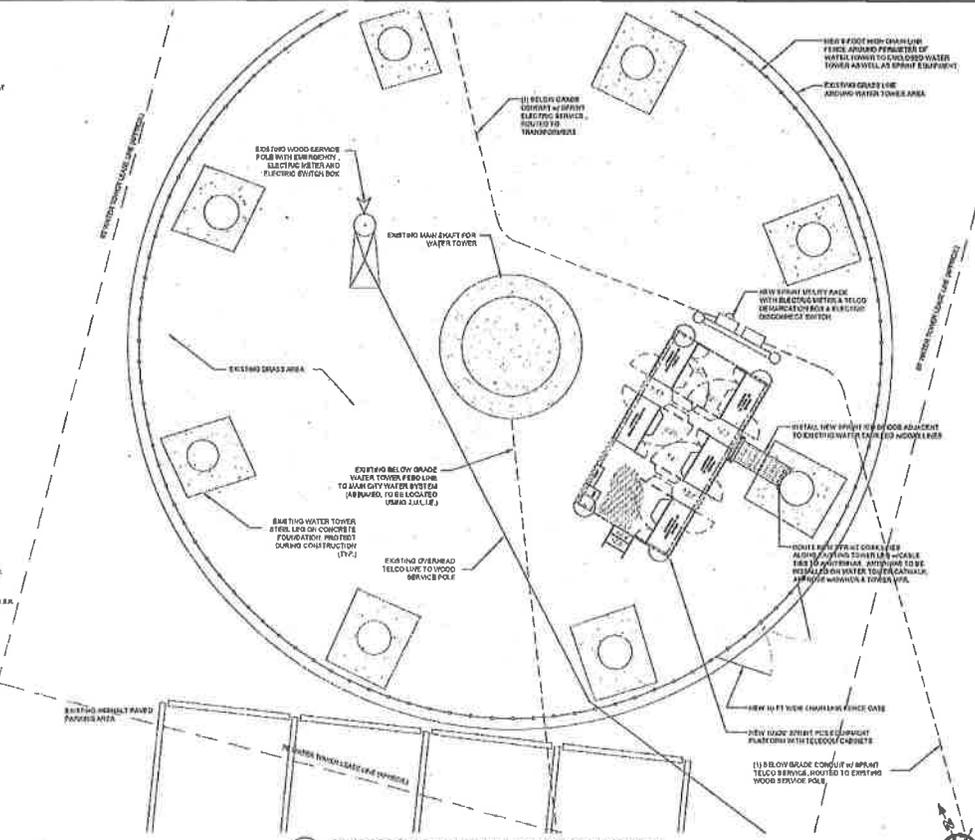
1. ALL DIMENSIONS ARE DIMENSIONED TO THE EXISTING EXTERIOR WALLS UNLESS NOTED OTHERWISE.

2. COMPARE THIS INFORMATION TO THE SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAN AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.

3. NO DIMENSIONS SHALL BE DERIVED FROM SCALE UNLESS SPECIFIED.

**LEGEND**

- POWER POLE
- ROOM NUMBER
- 1) FASE SYMBOL
- LIGHT FIXTURE
- HOLE
- CATCH BASIN
- SCHEDULED TREE (SIZING)
- SCHEDULE
- EXISTING LA FIVE IN SIZE
- MANHOLE
- HATCH SYMBOL
- FURNISHING SYMBOL
- TELEPHONE POLE
- SIGN
- SIGN PERMIT
- SIGN PERMIT
- TABLE TOP
- BUFFALO BOX
- TELEPHONE SPACE BOX
- HANDHOLES (H)
- ELEVATION LOCATION
- SHEET DISCREPANCY
- VESTIBULE LINE
- CONTOUR
- FENCE
- REBARBED EDGE LIMITATION
- OVERLAP WHEN
- HORIZONTAL CONTROL POINT
- ADJACENT PLANT
- PROPERTY LINE
- CONSTRUCTION PERIOD SIGN
- CONSTRUCTION PERIOD SIGN
- JACOBS TECHNICAL PERIOD SIGN



1 ENLARGED SITE PLAN WITH NEW SPRINT PCS LEASE AREA  
Scale: 1/4" = 1'-0" (1/8" = 1'-0" if needed)



**Sprint**  
The One. From 8 to 8.

SPRINTCSA, INC.  
5800 N. RIVER ROAD  
SUITE 300  
ROSEMOUNT, IL 60018  
MARK: (631) 284-3000

---

**CHORDIA WIRELESS, INC.**  
300 N. COLUMBIA AVE  
SUITE 3  
BROOKWOOD, IL 60112  
MARK: (847) 228-1000

---

SCALE FOR  
**SITE SKETCH**

PROJECT NO: CH54XC998A

DRAWN BY: JAD    CHECKED BY: GMS

LANDLORD APPROVAL  
DATE: \_\_\_\_\_

SPRINT APPROVALS  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

No.	Revisions	Date
1	SITE SKETCH	10/20/08

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CH54XC998A  
**PARK FOREST WT**  
380 INDIANWOOD BLVD.  
PARK FOREST, IL

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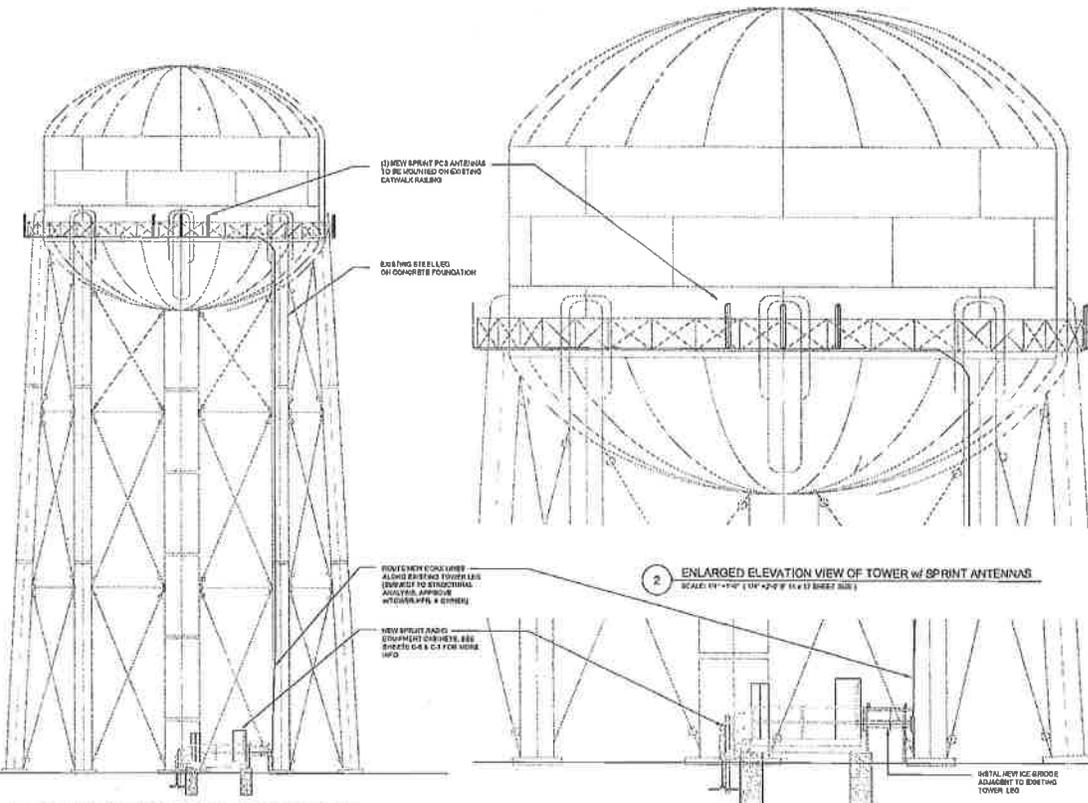
ENLARGED  
SITE PLAN

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**EX-2**

TKM

TRM



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

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

3 ENLARGED ELEVATION VIEW OF TOWER w/ SPRINT PLATFORM  
SCALE: 1/4" = 1'-0" (1/4" x 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) 756-1500

---

**ONCORDIA WIRELESS, INC.**  
3300 W. COLUMBIA AVE  
SUITE 300  
ROSEMONT, IL 60018  
MARC (630) 756-1500

MADE FOR:  
**SITE SKETCH**

PROJECT NO: ONCORDIA

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

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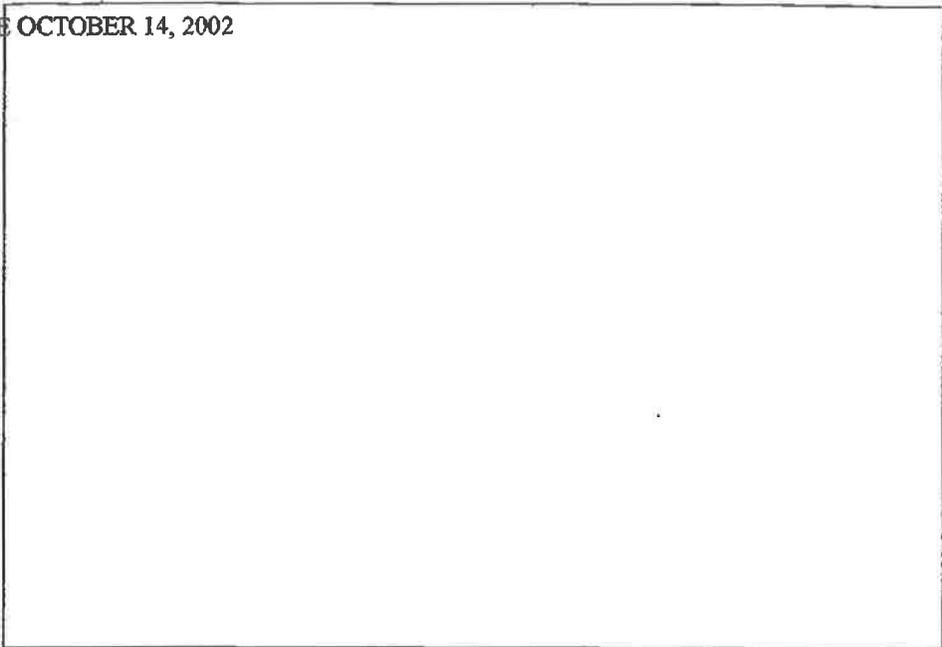
CHS4XC986A  
PARK FOREST WT  
380 INDIANWOOD BLVD.  
PARK FOREST, IL

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 Blvd. 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

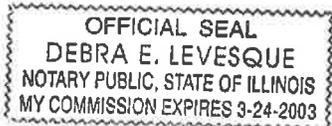
Mechelle P. Goss  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

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 21, 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
<b>Total</b>	<b>\$ 1,968,000</b>	<b>\$ 517,790</b>	<b>\$ 2,485,790</b>

**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 Regular meeting of September 26, 2016 for approval.



## AGENDA BRIEFING

**DATE:** September 21, 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
<b>Total</b>	<b>\$ 1,968,000</b>	<b>\$ 517,790</b>	<b>\$ 2,485,790</b>

**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 Regular meeting of September 26, 2016 for approval.

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	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	( )	25,790
Preliminary Engineering		( )	( )		( )	
Construction Engineering	167,085	( * )	( )	41,771	( BAL )	208,856
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
<b>TOTAL</b>	<b>\$ 1,968,000</b>			<b>\$ 517,790</b>		<b>\$ 2,485,790</b>

\*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:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) 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;
  - (c) 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
  - (d) 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:
- (a) 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;
  - (b) 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;
  - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (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.

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**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)

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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

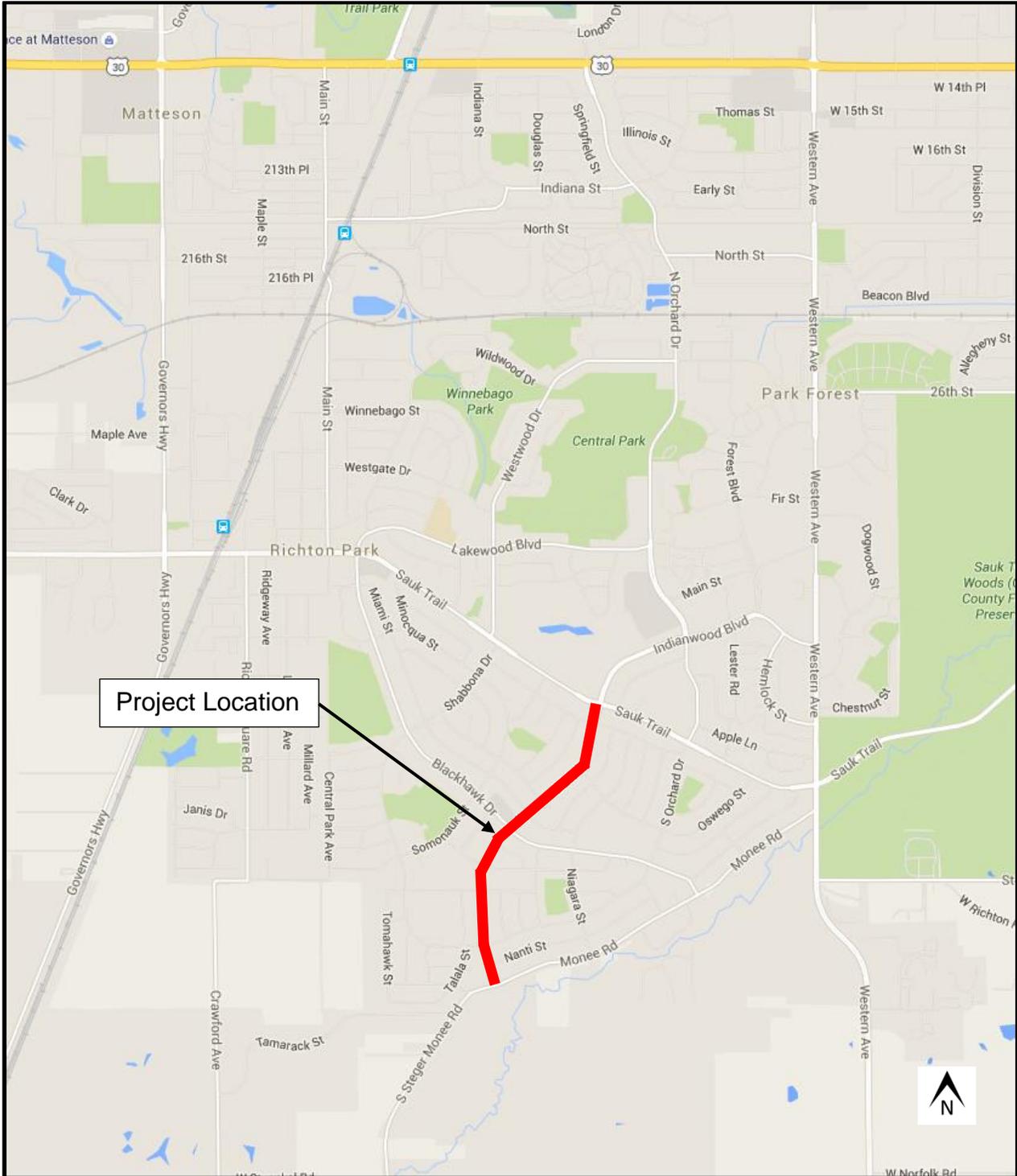
\_\_\_\_\_  
Date

\_\_\_\_\_  
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 21, 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
<b>Total</b>	<b>\$ 167,085</b>	<b>\$ 41,771</b>	<b>\$ 208,856</b>

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 Regular meeting of September 26, 2016 for approval.

Local Agency Village of Park Forest	<b>LOCAL AGENCY</b>  <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>CONSULTANT</b>	Consultant Baxter & Woodman, Inc
County Cook & Will			Address 8840 West 192 <sup>nd</sup> 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:

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

**Project Description**

Name	Indianwood Boulevard	Route	MUN 1024 & 1024A	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
<b>Totals</b>		2,048.0		\$66,597.14	\$96,432.60	\$17,874.00	\$3,766.50	\$24,185.42	\$208,855.66



Village of Park Forest  
Indianwood Boulevard Resurfacing

EXHIBIT C

**SCOPE OF SERVICES**

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
  - Attend and the preconstruction conference at IDOT, and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
  - Attend periodic construction progress meetings.
  - Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
  - Prepare construction contract change orders and work directives when authorized by the Owner.
  - Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
  - Research and prepare written response by Engineer to request for information from the Owner and Contractor.
  - Project manager or other office staff visit site as needed.
4. FIELD OBSERVATION
  - Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, from the Engineer' office of not more than eight (8) hours per regular weekday, not including legal holidays for One (1) Resident Engineer and One (1) Assistant Engineer (for up to 1,640 hours combined) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that

is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.
- Provide the services of a materials testing company, as a subconsultant, to perform proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor.

#### 5. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

#### 6. PROJECT CLOSEOUT

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.



**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 *Craig D. Mitchell* 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



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
		<b>\$ 1,000.00</b>	<b>21.00</b>	<b>\$ 7,000.00</b>

**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
		<b>\$ 580.00</b>	<b>18.00</b>	<b>\$ 3,480.00</b>

**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
				<b>\$7,394.00</b>	

<b>TOTAL</b>				<b>\$ 17,874.00</b>
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**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: \_\_\_\_\_