

AGENDA

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

Village Hall

7:00 p.m.

October 24, 2016

Roll Call

1. Ordinance Authorizing the Donation of a Property at 234 Arcadia Street to the South Suburban Land -Bank and Development Authority
2. Ordinance Authorizing the Donation of a Property at 44 Apache 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

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

AGENDA BRIEFING

DATE: October 18, 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 234 Arcadia Street to the South Suburban Land Bank and Development Authority

BACKGROUND/DISCUSSION:

The Village obtained the deed to the property at 234 Arcadia Street through the judicial abandonment process in September 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 agenda of October 24, 2016, for discussion and Final Reading.

**ORDINANCE NO.
AN ORDINANCE AUTHORIZING THE DONATION
OF PROPERTY COMMONLY KNOWN AS 234 ARCADIA STREET
IN THE VILLAGE OF PARK FOREST, COOK COUNTY, ILLINOIS**

WHEREAS, the Mayor and Board of Trustees of the Village of Park Forest (“Park Forest”) have determined that it is necessary and desirable that certain real property located within Park Forest which is commonly known as 234 Arcadia 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 A. Ostenburg
MAYOR

Sheila McGann
CLERK

EXHIBIT "A"

Legal Description

LOT 51 IN BLOCK 7 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.

ADDRESS: 234 ARCADIA STREET, PARK FOREST, IL 60466

PIN: 32-30-207-041-0000

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 234 Arcadia Street, Park Forest, Cook County, Illinois legally described on Exhibit "A" attached to this Agreement (the "Property") and wishes to donate the Property to SSLBDA. SSLBDA wishes to accept the donated Property under subject to the terms and conditions set forth below.

Therefore, the Parties hereto agree as follows:

Agreement

1. Donation of Property. Subject to both Parties' compliance with the terms and conditions of this Agreement, Donor shall donate to SSLBDA and SSLBDA shall accept from Donor the Property.

2. Closing Date.

A) The closing shall take place on or before _____, 2016 (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and SSLBDA or otherwise extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the Donee's attorney, or at a place so designated and approved by the Parties in writing. If the closing does not occur by the date specified in this Paragraph or in any extension, this Agreement is automatically terminated.

3. Inspection and Acceptance.

A) Before entering into this Agreement, Donor shall have provided Donee with full and unlimited access to the Property, and Donee shall have inspected the Property and obtained for its own use, benefit and reliance, inspections and/or reports on the condition of the Property. Donee has reviewed all necessary inspection reports and, subject to the terms and conditions of this Agreement, has accepted the Property.

B) Within fourteen (14) days of the Effective Date, Donor shall send to SSLBDA copies of any and all of the following that are in Donor's possession: (i) structural, electrical, mechanical, plumbing, termite inspection, zoning, code compliance or pending improvements reports relating to the Property, (ii) notices of any violations of laws or governmental ordinances, regulations or laws relating to the Property, and (iii) any notice, writing or information regarding any pending or threatened litigation relating to the Property, and where such information, reports,

or other items are in the possession of the REO department of Donor or Donor's real estate agent (if engaged by Donor in connection with this transaction). Donee acknowledges that the inspection reports prepared or caused to be prepared by Donor are for the use and benefit of Donor. Donee will not rely solely upon any such inspection reports obtained by Donor in making a decision to accept the Property; provided however, Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder.

4. Personal Property. Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property are not included in this donation unless the personal property is specifically described and referenced on Exhibit "B" attached to and made a part of this Agreement. Any personal property at or on the Property may be subject to claims by third parties and, therefore, shall be removed from the Property prior to the Closing Date. SSLBDA assumes no responsibility for any personal property remaining on the Property at the time of closing.

5. Condition of Property. Donee is purchasing the Property in its current "As Is" condition subject only to such repairs as may be expressly required under this Agreement or agreed to in writing by Donor and Donee prior to closing. Should any lender, insuring entity, governmental body or agency require that certain repairs to the Property be made or that certain other conditions or requirements be met prior to Closing, Donor, at its sole option, may comply with such requirement or terminate the Agreement.

6. "As-Is" Condition.

OTHER THAN EXPRESS REPRESENTATIONS SET FORTH HEREIN, DONOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE APPLIANCES, UTILITY FIXTURES, EQUIPMENT AND OTHER APPURTENANCES RELATING THERETO; OR ANY OTHER MATTER AFFECTING OR RELATING TO THE HEREIN DESCRIBED PROPERTY (OTHER THAN THE WARRANTY OF TITLE ACCORDING TO THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), AND THAT DONEE HAS BEEN AFFORDED AN ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE CONDITION OF THE PROPERTY. DONEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE, AND DONEE AGREES TO ACCEPT THE HEREIN DESCRIBED PROPERTY "AS-IS" AND "WHERE-IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE HEREIN DESCRIBED PROPERTY OR OF ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE. NO REPRESENTATIONS, CLAIMS, STATEMENTS, ADVERTISING OR PROMOTIONAL ACTIVITIES MADE OR CONDUCTED BY DONOR OR DONOR'S AGENTS OR REPRESENTATIVES SHALL BE BINDING UPON DONOR UNLESS THE SAME ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, ITS ADDENDA, OR A SUBSEQUENT WRITTEN AGREEMENT EXECUTED BY DONOR AND DONEE.

7. Real Estate Taxes.

A) Donee and Donor agree that the Donor is accepting the Property subject to all unpaid real estate taxes, liens, mortgages or other encumbrances affecting the Property.

B) Donor shall not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event Donor has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, and Donee as current owner of the Property receives the payment, Donor understands that Donee is not required to submit the refund to Donor.

C) If the Property is heated by or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, Donor will donate the fuel in the tank at closing as part of the property being donated. Donor may remove the contents of storage tanks prior to closing at Donor's expense.

8. Delivery of Possession of Property.

A) *Delivery of the Property.* Donor shall deliver possession of the Property to Donee on the Closing Date. If Donee alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing without the prior written consent of Donor, such event shall constitute a breach by Donee under this Agreement and Donor may terminate this Agreement.

B) *Vacant Property Acquisition.* If the Property is intended to be acquired by the Donee as vacant or abandoned, the following shall apply: In addition to the warranties and covenants of subparagraph (a) above, **Donor warrants and covenants with Donee that (i) the Property was vacant and unoccupied at the time of commencing discussions with Donee for the accept of the Property, (ii) the Property is vacant and unoccupied at the time of the execution of this Agreement and (iii) will be delivered to Donee at the closing in a vacant and unoccupied condition.**

C) *Occupied Property Acquisition.* If the Property is intended to be acquired by the Donee as occupied property, the parties shall execute the Occupied Property Addendum attached hereto as an Addendum.

9. Title to be Delivered.

At closing, Donor agrees to deliver to Donee the Deed, which conveys Donor's interest in the Property to Donee.

10. Title and Examination.

At Donor's expense, Donee shall promptly order a commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") issued by the title company of Donee's choice licensed to do business in Illinois (the "Title Company") and provide a copy to Donor upon Donee's receipt thereof. Donee shall have five (5) business

days from the date of its receipt of the Title Commitment or Title Opinion to examine title and make any objections thereto, which shall be made in writing to Donor or deemed waived. If any objections are so made, Donor shall be allowed sixty (60) days to make title marketable at regular rates or cancel this Agreement. Objections to title shall mean a title matter which fails to meet the customary title examination standards for title examiners for the jurisdiction in which the Property is located and makes the title unmarketable.

11. Defects in Title.

Upon examination of the Title Commitment or Title Opinion by Donee and notice to Donor of a title objection, the Parties agree to proceed as follows:

A) If Donee raises an objection to Donor's title to the Property as provided in Paragraph 10, which, if valid, would make title to the Property uninsurable and not corrected by the Donor within sixty (60) days, Donor shall have the right to terminate this Agreement by giving written notice of the termination to Donee, provided however, Donee shall have the right within five (5) days of such notice to either waive such defect or request Donor to proceed under Paragraph 11(C) below.

B) If Donor is able to correct the problem through reasonable efforts, as Donor determines, at its sole and absolute discretion, within said sixty (60) day period, including any written extensions, or (subject to Donee's consent described in Paragraph 10) if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, as provided below or Donee waives the defect, then this Agreement shall remain in full force and Donee shall perform pursuant to the terms set in this Agreement.

C) Donor will cooperate with the Title Company and Donee on the title corrections to remove any such exception or to make the title insurable, but any attempt by Donor to remove such title exceptions shall not impose an obligation upon Donor to remove those exceptions.

D) In the event Donor, within such sixty (60) day period is not able to (i) make the title marketable or correct any problem or (ii) obtain title insurance from a reputable title insurance company, all as acceptable to Donee as provided herein, Donee may either waive the objection or terminate this Agreement without penalty.

12. Land Banking Depository Agreement.

If agreed to in writing by the Parties, an SSLBDA Depository Agreement, attached hereto as an Exhibit C, entered into between the Parties with regard to the Property shall be attached to and recorded with the Deed as a deed restriction.

13. Deed

A) The Deed to be delivered at closing shall be a recordable, stamped Special Warranty Deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which Deed may be known as a Special Warranty, or a Limited Warranty Deed). Any reference to the term "Deed" or "Special Warranty Deed" herein shall be construed to refer to such form of

Deed. It is the intent of Donor to deliver title to the subject Property through the conveyance of the Special Warranty Deed or comparable instrument, in accordance with all applicable local, state and Federal rules, regulations and procedures. The comparable instrument, at a minimum, must contain the following language: “Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through and under it, but not further otherwise.”

B) **Permitted Exceptions.** At closing, Donor agrees to deliver to Donee the Deed which conveys fee simple title in the Property to Donee subject only to the following (“Permitted Exceptions”):

- (i) Covenants, conditions and restrictions of record;
- (ii) Any private, public and utility easements and roads and highways;
- (iii) Zoning laws and ordinances; and
- (iv) General real estate taxes applicable to the Property.
- (v) Any and all deed restrictions set forth and agreed to in this Agreement

14. Representations and Warranties.

Donee represents and warrants to Donor the following:

A) Donee is accepting the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Donor, its servicers, representatives, brokers, employees, agents or assigns;

B) Neither Donor, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in this Agreement;

C) Donee has not relied on any representation or warranty from Donor regarding the nature, quality or workmanship of any repairs made by Donor; and

D) Donee will not occupy or cause or permit others to occupy the Property prior to closing.

E) Donee has the power and authority to execute, deliver and perform the conditions set forth in this Agreement. Donee’s execution of this Agreement is not subject to any further approval, vote or contingency from any person or committee;

F) The execution of and performance under this Agreement will not conflict with or be a breach of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which Donee is subject, and Donee has obtained any consent, approval, authorization or order from any court or governmental agency or body required for the execution, delivery and performance by Donee under this Agreement; and

G) Donee itself does not intend to use the Property as a principal residence or for family, household or personal use.

H. Donee has or will receive funding from the Illinois Housing Development Agency Blight Reduction Program to demolish/deconstruct the Property and shall complete the demolition/deconstruction before June 30, 2017.

I. Donee shall not sell the Property until the demolition/deconstruction of the Property has been completed, and shall only convey the Property back to the Donor upon request.

J. The representations and warranties made in this paragraph shall not merge with the deed and shall survive the Closing.

15. Deliveries by Donor.

Within seven (7) days after the Effective Date, if not already delivered to Donee, Donor shall deliver the following to Donee:

A) Copies of all licenses, permits, inspection reports, zoning information, Certificates of Occupancy, and all reports identified in Section 3(B) herein in Donor's possession, if any.

B) All building plans, diagrams, architect drawings, surveys and construction or architect contracts in Donor's possession, if any.

16. Plat of Survey

A) If Donor does not provide a survey, which conforms to the standards set forth in this Agreement, within seven (7) days of the Effective Date, Donee may acquire such a survey at Donee's expense.

17. Donor Costs. Donor shall pay all of the following closing costs:

18. Donee Closing Costs. Donee shall pay for:

A) All recording and service fees required in order to record the Deed; and

B) Fees for Donee's Attorney

C) Any title policy requires by the Donee.

19. Closing Documents.

Donor shall provide and execute the following documents at closing:

A) Deed

B) ALTA Statement

C) Power of Attorney, if applicable

- D) Lead-Based Paint Disclosure, if required
- E) Municipal Transfer Tax Declaration (including Water Department Certification and Zoning Compliance Certificate, if applicable);
- F) County Transfer Tax Declaration;
- G) Gap Undertaking;
- H) State Transfer Tax Declaration;
- I) Pay-off Letters, Releases, Estoppel Letters, and Utility Letters, if applicable;
- J) Affidavit Regarding Donor;
- K) FIRPTA Affidavit; and
- L) Executed Settlement Statement.

Donee shall provide and execute the following documents at closing:

- A) Affidavit Regarding Donee;
- B) Power of Attorney, if applicable;
- C) Executed Settlement Statement; and
- D) Survey.

20. Condominium or Planned Unit Development.

If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, Donor, at Donor's own expense, is responsible for obtaining and providing the covenants, conditions and restrictions and bylaws of the condominium, or planned unit development or cooperative to Donee within five (5) days of execution of this Agreement by both Parties. Donee will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Donee does not notify Donor in writing, within fifteen (15) days of receipt of said documents, of Donee's objection to the covenants, conditions and restrictions and/or bylaws. Donee understands and acknowledges that this transaction may be subject to the written consent of the governing body of a condominium, planned unit development, co-operative, or home owner's association, depending on the covenants, conditions and restrictions and/or bylaws of said governing body. Donee agrees to promptly submit such references or other information as such governing body may require and Donee agrees to cooperate in any reasonable manner to obtain such consent, including a personal appearance by Donee before such governing body. Donee shall be solely responsible for obtaining such consent. If after reasonable efforts, Donee is unable to obtain such governing body's consent to this transaction, Donee may terminate this Agreement. Upon termination of this Agreement, Donee and Donor shall have no further liability, no further obligation, and no further responsibility each to the other and Donee and Donor shall be

released from any further obligation each to the other in connection with this Agreement.

21. Lead Paint Disclosure. (Check the provision that applies.)

Donor represents that the dwelling was constructed on the real property in 1978 or later.

Donor represents that the dwelling was constructed on the real property before 1978. (If such housing is located on the real property, attached and made a part of this Agreement is the form, **LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978.**)

22. Cancellation of Contracts. On or prior to the Closing Date, Donor agrees to cancel any contracts that Donor (or Donor's agent) has with respect to the Property, effective as of the Closing Date, and to pay any amounts due with respect to any such contract after the Closing Date. Donor agrees to cooperate with Donee in causing the utility accounts associated with the Property to be transferred into the name of Donee as of the Closing Date (unless there is a credit on the settlement statement for the payment of such utility service charges).

23. Remedies for Default.

A) In the event of Donee's default, material breach or material misrepresentation of any fact under the terms of this Agreement, Donor is automatically released from the obligation to donate the Property to Donee and neither Donor nor its representatives, agents, attorneys, successors, or assigns shall be liable to Donee for any damages of any kind as a result of Donor's failure to donate and convey the Property.

B) Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

C) The Parties agree that neither Party shall be liable to the other for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement.

24. Indemnification.

Donee agrees to indemnify and fully protect, defend, and hold Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

A) inspections or repairs made by Donee or its agents, employees, contractors, successors or assigns;

B) the imposition of any fine or penalty imposed by any municipal or governmental entity resulting from Donee's failure to timely obtain any necessary Certificate of Occupancy or to comply with equivalent laws and regulations; and

C) claims for amounts due and owed by Donor for taxes, homeowner association dues or assessment or any other items prorated at closing under Paragraph 7 of this Agreement, including any penalty or interest and other charges, arising from the proration of such amounts for which Donee received a credit at closing under Paragraph 7 of this Agreement.

25. Risk of Loss. Donor assumes all risk of loss related to damage to the Property prior to the Closing Date. In the event of fire, destruction or other casualty loss to the Property after Donor's acceptance of this Agreement and prior to closing and funding, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

26. Eminent Domain. In the event that Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

27. Keys. If Donor is not in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, then the cost of obtaining the same will be the responsibility of Donee. Donee also understands that if the Property includes an alarm system, Donor cannot provide the access code and/or key and that Donee is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys. If the Property is presently on a Master Key System, Donor will re-key the exterior doors to the Property prior to closing at Donor's expense.

28. Full Performance and Survival. Donor shall have been deemed to have fully performed and discharged Donor's obligations under this Agreement upon recording of the Deed to the Property in the Recorder's Office of Cook County. Notwithstanding anything to the contrary in this Agreement, the provisions of Paragraph 24 of this Agreement, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive the closing, funding and the delivery of the Deed and/or termination of this Agreement by any Party and continue in full force and effect.

29. Severability. The invalidity, illegality or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

30. Assignment of Agreement. Parties shall not assign this Agreement without the express written consent of the non-assigning Party. Assignment without written consent of all Parties will be deemed null and void, with all Parties remaining bound by the terms of this Agreement.

31. Entire Agreement. This Agreement, including the disclosure of information on lead based paint and/or lead based paint hazards or Donor Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between Donee

and Donor concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between Donee and Donor. **NO ORAL PROMISES, REPRESENTATIONS (EXPRESSED OR IMPLIED), WARRANTIES OR AGREEMENTS MADE BY DONOR AND/OR BROKERS OR ANY PERSON ACTING ON BEHALF OF DONOR SHALL BE DEEMED VALID OR BINDING UPON DONOR UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT.** All negotiations are merged into this Agreement. Donor is not obligated by any other written or verbal statements made by Donor, Donor's representatives, or any real estate licensee.

32. Modification. No provision, term or clause of this Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by Donee and Donor.

33. Rights of Others. This Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Donor's successors and/or assigns and Donee.

34. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.

35. Headings. The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

36. Gender. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

37. Force Majeure. Except as provided in Paragraph 28 to this Agreement, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans or other means.

38. Attorney Review. The Parties acknowledge that each Party has had the opportunity to consult with its respective legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any Party because that Party drafted this Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of this Agreement.

39. Notices. Any notices required to be given under this Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid. All notices to Parties will be deemed sent or delivered if sent or delivered to the Party or its agent, at the addresses set forth below:

To Donor:

Thomas K. Mick, Village Manager

Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

With a copy to:

Mark H. Sterk
Odelson & Sterk, Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805

To SSLBDA:

Russell Rydin, Executive Director
South Suburban Land Bank and Development Authority
3700 W. 183rd Street, Suite B100
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 51 IN BLOCK 7 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.

ADDRESS: 234 ARCADIA STREET, PARK FOREST, IL 60466

PIN: 32-30-207-041-0000

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: October 18, 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 44 Apache Street to the South Suburban Land Bank and Development Authority

BACKGROUND/DISCUSSION:

The Village obtained the deed to the property at 44 Apache Street through the judicial abandonment process in September 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 October 24, 2016, for discussion and Final Reading.

**ORDINANCE NO.
AN ORDINANCE AUTHORIZING THE DONATION
OF PROPERTY COMMONLY KNOWN AS 44 APACHE STREET
IN THE VILLAGE OF PARK FOREST, COOK COUNTY, ILLINOIS**

WHEREAS, the Mayor and Board of Trustees of the Village of Park Forest (“Park Forest”) have determined that it is necessary and desirable that certain real property located within Park Forest which is commonly known as 44 Apache 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 A. Ostenburg
MAYOR

Sheila McGann
CLERK

EXHIBIT "A"

Legal Description

LOT 20 IN BLOCK 9 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.

ADDRESS: 44 APACHE STREET, PARK FOREST, IL 60466

PIN: 32-30-210-020-0000

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 44 Apache Street, Park Forest, Cook County, Illinois legally described on Exhibit "A" attached to this Agreement (the "Property") and wishes to donate the Property to SSLBDA. SSLBDA wishes to accept the donated Property under subject to the terms and conditions set forth below.

Therefore, the Parties hereto agree as follows:

Agreement

1. Donation of Property. Subject to both Parties' compliance with the terms and conditions of this Agreement, Donor shall donate to SSLBDA and SSLBDA shall accept from Donor the Property.

2. Closing Date.

A) The closing shall take place on or before _____, 2016 (the "Closing Date"), unless the Closing Date is extended in writing signed by Donor and SSLBDA or otherwise extended by Donor under the terms of this Agreement. The closing shall be held in the offices of the Donee's attorney, or at a place so designated and approved by the Parties in writing. If the closing does not occur by the date specified in this Paragraph or in any extension, this Agreement is automatically terminated.

3. Inspection and Acceptance.

A) Before entering into this Agreement, Donor shall have provided Donee with full and unlimited access to the Property, and Donee shall have inspected the Property and obtained for its own use, benefit and reliance, inspections and/or reports on the condition of the Property. Donee has reviewed all necessary inspection reports and, subject to the terms and conditions of this Agreement, has accepted the Property.

B) Within fourteen (14) days of the Effective Date, Donor shall send to SSLBDA copies of any and all of the following that are in Donor's possession: (i) structural, electrical, mechanical, plumbing, termite inspection, zoning, code compliance or pending improvements reports relating to the Property, (ii) notices of any violations of laws or governmental ordinances, regulations or laws relating to the Property, and (iii) any notice, writing or information regarding any pending or threatened litigation relating to the Property, and where such information, reports,

or other items are in the possession of the REO department of Donor or Donor's real estate agent (if engaged by Donor in connection with this transaction). Donee acknowledges that the inspection reports prepared or caused to be prepared by Donor are for the use and benefit of Donor. Donee will not rely solely upon any such inspection reports obtained by Donor in making a decision to accept the Property; provided however, Donee shall have ten (10) business days after review of said information, reports and notices to terminate this Agreement, whereupon this Agreement shall be null and void and neither Party shall have any further rights or liabilities hereunder.

4. Personal Property. Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property are not included in this donation unless the personal property is specifically described and referenced on Exhibit "B" attached to and made a part of this Agreement. Any personal property at or on the Property may be subject to claims by third parties and, therefore, shall be removed from the Property prior to the Closing Date. SSLBDA assumes no responsibility for any personal property remaining on the Property at the time of closing.

5. Condition of Property. Donee is purchasing the Property in its current "As Is" condition subject only to such repairs as may be expressly required under this Agreement or agreed to in writing by Donor and Donee prior to closing. Should any lender, insuring entity, governmental body or agency require that certain repairs to the Property be made or that certain other conditions or requirements be met prior to Closing, Donor, at its sole option, may comply with such requirement or terminate the Agreement.

6. "As-Is" Condition.

OTHER THAN EXPRESS REPRESENTATIONS SET FORTH HEREIN, DONOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE PROPERTY, THE APPLIANCES, UTILITY FIXTURES, EQUIPMENT AND OTHER APPURTENANCES RELATING THERETO; OR ANY OTHER MATTER AFFECTING OR RELATING TO THE HEREIN DESCRIBED PROPERTY (OTHER THAN THE WARRANTY OF TITLE ACCORDING TO THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), AND THAT DONEE HAS BEEN AFFORDED AN ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE CONDITION OF THE PROPERTY. DONEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE, AND DONEE AGREES TO ACCEPT THE HEREIN DESCRIBED PROPERTY "AS-IS" AND "WHERE-IS" AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE HEREIN DESCRIBED PROPERTY OR OF ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE. NO REPRESENTATIONS, CLAIMS, STATEMENTS, ADVERTISING OR PROMOTIONAL ACTIVITIES MADE OR CONDUCTED BY DONOR OR DONOR'S AGENTS OR REPRESENTATIVES SHALL BE BINDING UPON DONOR UNLESS THE SAME ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, ITS ADDENDA, OR A SUBSEQUENT WRITTEN AGREEMENT EXECUTED BY DONOR AND DONEE.

7. Real Estate Taxes.

A) Donee and Donor agree that the Donor is accepting the Property subject to all unpaid real estate taxes, liens, mortgages or other encumbrances affecting the Property.

B) Donor shall not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event Donor has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, and Donee as current owner of the Property receives the payment, Donor understands that Donee is not required to submit the refund to Donor.

C) If the Property is heated by or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, Donor will donate the fuel in the tank at closing as part of the property being donated. Donor may remove the contents of storage tanks prior to closing at Donor's expense.

8. Delivery of Possession of Property.

A) *Delivery of the Property.* Donor shall deliver possession of the Property to Donee on the Closing Date. If Donee alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing without the prior written consent of Donor, such event shall constitute a breach by Donee under this Agreement and Donor may terminate this Agreement.

B) *Vacant Property Acquisition.* If the Property is intended to be acquired by the Donee as vacant or abandoned, the following shall apply: In addition to the warranties and covenants of subparagraph (a) above, **Donor warrants and covenants with Donee that (i) the Property was vacant and unoccupied at the time of commencing discussions with Donee for the accept of the Property, (ii) the Property is vacant and unoccupied at the time of the execution of this Agreement and (iii) will be delivered to Donee at the closing in a vacant and unoccupied condition.**

C) *Occupied Property Acquisition.* If the Property is intended to be acquired by the Donee as occupied property, the parties shall execute the Occupied Property Addendum attached hereto as an Addendum.

9. Title to be Delivered.

At closing, Donor agrees to deliver to Donee the Deed, which conveys Donor's interest in the Property to Donee.

10. Title and Examination.

At Donor's expense, Donee shall promptly order a commitment for a: (a) title insurance policy (the "Title Commitment"), or (b) a title report or opinion of title (the "Title Opinion") issued by the title company of Donee's choice licensed to do business in Illinois (the "Title Company") and provide a copy to Donor upon Donee's receipt thereof. Donee shall have five (5) business

days from the date of its receipt of the Title Commitment or Title Opinion to examine title and make any objections thereto, which shall be made in writing to Donor or deemed waived. If any objections are so made, Donor shall be allowed sixty (60) days to make title marketable at regular rates or cancel this Agreement. Objections to title shall mean a title matter which fails to meet the customary title examination standards for title examiners for the jurisdiction in which the Property is located and makes the title unmarketable.

11. Defects in Title.

Upon examination of the Title Commitment or Title Opinion by Donee and notice to Donor of a title objection, the Parties agree to proceed as follows:

A) If Donee raises an objection to Donor's title to the Property as provided in Paragraph 10, which, if valid, would make title to the Property uninsurable and not corrected by the Donor within sixty (60) days, Donor shall have the right to terminate this Agreement by giving written notice of the termination to Donee, provided however, Donee shall have the right within five (5) days of such notice to either waive such defect or request Donor to proceed under Paragraph 11(C) below.

B) If Donor is able to correct the problem through reasonable efforts, as Donor determines, at its sole and absolute discretion, within said sixty (60) day period, including any written extensions, or (subject to Donee's consent described in Paragraph 10) if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, as provided below or Donee waives the defect, then this Agreement shall remain in full force and Donee shall perform pursuant to the terms set in this Agreement.

C) Donor will cooperate with the Title Company and Donee on the title corrections to remove any such exception or to make the title insurable, but any attempt by Donor to remove such title exceptions shall not impose an obligation upon Donor to remove those exceptions.

D) In the event Donor, within such sixty (60) day period is not able to (i) make the title marketable or correct any problem or (ii) obtain title insurance from a reputable title insurance company, all as acceptable to Donee as provided herein, Donee may either waive the objection or terminate this Agreement without penalty.

12. Land Banking Depository Agreement.

If agreed to in writing by the Parties, an SSLBDA Depository Agreement, attached hereto as an Exhibit C, entered into between the Parties with regard to the Property shall be attached to and recorded with the Deed as a deed restriction.

13. Deed

A) The Deed to be delivered at closing shall be a recordable, stamped Special Warranty Deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which Deed may be known as a Special Warranty, or a Limited Warranty Deed). Any reference to the term "Deed" or "Special Warranty Deed" herein shall be construed to refer to such form of

Deed. It is the intent of Donor to deliver title to the subject Property through the conveyance of the Special Warranty Deed or comparable instrument, in accordance with all applicable local, state and Federal rules, regulations and procedures. The comparable instrument, at a minimum, must contain the following language: “Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through and under it, but not further otherwise.”

B) **Permitted Exceptions.** At closing, Donor agrees to deliver to Donee the Deed which conveys fee simple title in the Property to Donee subject only to the following (“Permitted Exceptions”):

- (i) Covenants, conditions and restrictions of record;
- (ii) Any private, public and utility easements and roads and highways;
- (iii) Zoning laws and ordinances; and
- (iv) General real estate taxes applicable to the Property.
- (v) Any and all deed restrictions set forth and agreed to in this Agreement

14. Representations and Warranties.

Donee represents and warrants to Donor the following:

A) Donee is accepting the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Donor, its servicers, representatives, brokers, employees, agents or assigns;

B) Neither Donor, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in this Agreement;

C) Donee has not relied on any representation or warranty from Donor regarding the nature, quality or workmanship of any repairs made by Donor; and

D) Donee will not occupy or cause or permit others to occupy the Property prior to closing.

E) Donee has the power and authority to execute, deliver and perform the conditions set forth in this Agreement. Donee’s execution of this Agreement is not subject to any further approval, vote or contingency from any person or committee;

F) The execution of and performance under this Agreement will not conflict with or be a breach of any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which Donee is subject, and Donee has obtained any consent, approval, authorization or order from any court or governmental agency or body required for the execution, delivery and performance by Donee under this Agreement; and

G) Donee itself does not intend to use the Property as a principal residence or for family, household or personal use.

H. Donee has or will receive funding from the Illinois Housing Development Agency Blight Reduction Program to demolish/deconstruct the Property and shall complete the demolition/deconstruction before June 30, 2017.

I. Donee shall not sell the Property until the demolition/deconstruction of the Property has been completed, and shall only convey the Property back to the Donor upon request.

J. The representations and warranties made in this paragraph shall not merge with the deed and shall survive the Closing.

15. Deliveries by Donor.

Within seven (7) days after the Effective Date, if not already delivered to Donee, Donor shall deliver the following to Donee:

A) Copies of all licenses, permits, inspection reports, zoning information, Certificates of Occupancy, and all reports identified in Section 3(B) herein in Donor's possession, if any.

B) All building plans, diagrams, architect drawings, surveys and construction or architect contracts in Donor's possession, if any.

16. Plat of Survey

A) If Donor does not provide a survey, which conforms to the standards set forth in this Agreement, within seven (7) days of the Effective Date, Donee may acquire such a survey at Donee's expense.

17. Donor Costs. Donor shall pay all of the following closing costs:

18. Donee Closing Costs. Donee shall pay for:

A) All recording and service fees required in order to record the Deed; and

B) Fees for Donee's Attorney

C) Any title policy requires by the Donee.

19. Closing Documents.

Donor shall provide and execute the following documents at closing:

A) Deed

B) ALTA Statement

C) Power of Attorney, if applicable

- D) Lead-Based Paint Disclosure, if required
- E) Municipal Transfer Tax Declaration (including Water Department Certification and Zoning Compliance Certificate, if applicable);
- F) County Transfer Tax Declaration;
- G) Gap Undertaking;
- H) State Transfer Tax Declaration;
- I) Pay-off Letters, Releases, Estoppel Letters, and Utility Letters, if applicable;
- J) Affidavit Regarding Donor;
- K) FIRPTA Affidavit; and
- L) Executed Settlement Statement.

Donee shall provide and execute the following documents at closing:

- A) Affidavit Regarding Donee;
- B) Power of Attorney, if applicable;
- C) Executed Settlement Statement; and
- D) Survey.

20. Condominium or Planned Unit Development.

If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, Donor, at Donor's own expense, is responsible for obtaining and providing the covenants, conditions and restrictions and bylaws of the condominium, or planned unit development or cooperative to Donee within five (5) days of execution of this Agreement by both Parties. Donee will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Donee does not notify Donor in writing, within fifteen (15) days of receipt of said documents, of Donee's objection to the covenants, conditions and restrictions and/or bylaws. Donee understands and acknowledges that this transaction may be subject to the written consent of the governing body of a condominium, planned unit development, co-operative, or home owner's association, depending on the covenants, conditions and restrictions and/or bylaws of said governing body. Donee agrees to promptly submit such references or other information as such governing body may require and Donee agrees to cooperate in any reasonable manner to obtain such consent, including a personal appearance by Donee before such governing body. Donee shall be solely responsible for obtaining such consent. If after reasonable efforts, Donee is unable to obtain such governing body's consent to this transaction, Donee may terminate this Agreement. Upon termination of this Agreement, Donee and Donor shall have no further liability, no further obligation, and no further responsibility each to the other and Donee and Donor shall be

released from any further obligation each to the other in connection with this Agreement.

21. Lead Paint Disclosure. (Check the provision that applies.)

Donor represents that the dwelling was constructed on the real property in 1978 or later.

Donor represents that the dwelling was constructed on the real property before 1978. (If such housing is located on the real property, attached and made a part of this Agreement is the form, **LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978.**)

22. Cancellation of Contracts. On or prior to the Closing Date, Donor agrees to cancel any contracts that Donor (or Donor's agent) has with respect to the Property, effective as of the Closing Date, and to pay any amounts due with respect to any such contract after the Closing Date. Donor agrees to cooperate with Donee in causing the utility accounts associated with the Property to be transferred into the name of Donee as of the Closing Date (unless there is a credit on the settlement statement for the payment of such utility service charges).

23. Remedies for Default.

A) In the event of Donee's default, material breach or material misrepresentation of any fact under the terms of this Agreement, Donor is automatically released from the obligation to donate the Property to Donee and neither Donor nor its representatives, agents, attorneys, successors, or assigns shall be liable to Donee for any damages of any kind as a result of Donor's failure to donate and convey the Property.

B) Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

C) The Parties agree that neither Party shall be liable to the other for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement.

24. Indemnification.

Donee agrees to indemnify and fully protect, defend, and hold Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Donor, its officers, directors, employees, shareholders, servicers, representatives, agents, appraisers, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

A) inspections or repairs made by Donee or its agents, employees, contractors, successors or assigns;

B) the imposition of any fine or penalty imposed by any municipal or governmental entity resulting from Donee's failure to timely obtain any necessary Certificate of Occupancy or to comply with equivalent laws and regulations; and

C) claims for amounts due and owed by Donor for taxes, homeowner association dues or assessment or any other items prorated at closing under Paragraph 7 of this Agreement, including any penalty or interest and other charges, arising from the proration of such amounts for which Donee received a credit at closing under Paragraph 7 of this Agreement.

25. Risk of Loss. Donor assumes all risk of loss related to damage to the Property prior to the Closing Date. In the event of fire, destruction or other casualty loss to the Property after Donor's acceptance of this Agreement and prior to closing and funding, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

26. Eminent Domain. In the event that Donor's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either Party may terminate this Agreement and neither Party shall have any further rights or liabilities hereunder except as provided in Paragraph 28 of this Agreement.

27. Keys. If Donor is not in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, then the cost of obtaining the same will be the responsibility of Donee. Donee also understands that if the Property includes an alarm system, Donor cannot provide the access code and/or key and that Donee is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys. If the Property is presently on a Master Key System, Donor will re-key the exterior doors to the Property prior to closing at Donor's expense.

28. Full Performance and Survival. Donor shall have been deemed to have fully performed and discharged Donor's obligations under this Agreement upon recording of the Deed to the Property in the Recorder's Office of Cook County. Notwithstanding anything to the contrary in this Agreement, the provisions of Paragraph 24 of this Agreement, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive the closing, funding and the delivery of the Deed and/or termination of this Agreement by any Party and continue in full force and effect.

29. Severability. The invalidity, illegality or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

30. Assignment of Agreement. Parties shall not assign this Agreement without the express written consent of the non-assigning Party. Assignment without written consent of all Parties will be deemed null and void, with all Parties remaining bound by the terms of this Agreement.

31. Entire Agreement. This Agreement, including the disclosure of information on lead based paint and/or lead based paint hazards or Donor Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between Donee

and Donor concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between Donee and Donor. **NO ORAL PROMISES, REPRESENTATIONS (EXPRESSED OR IMPLIED), WARRANTIES OR AGREEMENTS MADE BY DONOR AND/OR BROKERS OR ANY PERSON ACTING ON BEHALF OF DONOR SHALL BE DEEMED VALID OR BINDING UPON DONOR UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT.** All negotiations are merged into this Agreement. Donor is not obligated by any other written or verbal statements made by Donor, Donor's representatives, or any real estate licensee.

32. Modification. No provision, term or clause of this Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by Donee and Donor.

33. Rights of Others. This Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Donor's successors and/or assigns and Donee.

34. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.

35. Headings. The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

36. Gender. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

37. Force Majeure. Except as provided in Paragraph 28 to this Agreement, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans or other means.

38. Attorney Review. The Parties acknowledge that each Party has had the opportunity to consult with its respective legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any Party because that Party drafted this Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of this Agreement.

39. Notices. Any notices required to be given under this Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid. All notices to Parties will be deemed sent or delivered if sent or delivered to the Party or its agent, at the addresses set forth below:

To Donor:

Thomas K. Mick, Village Manager

Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

With a copy to:

Mark H. Sterk
Odelson & Sterk, Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805

To SSLBDA:

Russell Rydin, Executive Director
South Suburban Land Bank and Development Authority
3700 W. 183rd Street, Suite B100
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 20 IN BLOCK 9 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.

ADDRESS: 44 APACHE STREET, PARK FOREST, IL 60466

PIN: 32-30-210-020-0000

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.

October 24, 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 Minutes of the Legislative Committee of October 3, 2016
2. Resolution: A Resolution Establishing the 2016 Village of Park Forest Legislative Agenda
3. Motion: A Motion to Approve the 2016-2017 Street Salt Purchase

DEBATABLE:

4. Ordinance: Ordinance Authorizing the Donation of a Property at 234 Arcadia Street to the South Suburban Land Bank and Development Authority (FINAL READING)
5. Ordinance: Ordinance Authorizing the Donation of a Property at 44 Apache 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

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

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees Approve the Minutes of the Legislative Committee Meeting of October 3, 2016
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution Establishing the 2016 Village of Park Forest Legislative Agenda
3. MOVED, that the Village Manager is authorized to purchase a maximum of 2,280 tons of road salt from Compass Minerals America, Inc. at the cost of \$101,369.

October 24, 2016

MEETING MINUTES
Village Board Legislative Committee
Village of Park Forest
Board Conference Room
Monday, October 3, 2016

1. Call meeting to order and Roll Call

Mayor John Ostenburg called the meeting to order at 6:00 PM

Also present included:

Trustee Robert McCray

Trustee Theresa Settles

Trustee JeRome Brown (6:15 PM)

Village Manager Tom Mick

2. Discussion Items

The group began discussion by reviewing previous legislative agenda items. Previously included items that were discussed as needing refinement included:

- In seeking a correction of a property tax delinquency issue, the following was added: *If a municipality secures the property through the no-cash bid process, an assessment should be done comparing the owed amount in tax delinquency compared to the value of the property.*
- Related to public transportation, the following language was added: *The Village also seeks increases in 1) the numbers of bus routes; 2) the operating hours of busses; and/or 3) dial-a-ride options that are available to the public, especially the working public.*
- Regarding minimum wage relief for seasonal/recreational positions, the following language was added: *The Village of Park Forest urges the State of Illinois to create an exemption which provides relief from paying minimum wage for high school and college students engaged in temporary/seasonal employment.*

New items added to the legislative agenda included the following:

- The way taxes are collected in Cook County at present penalizes communities that are poor in industrial and commercial properties, while rewarding those that have an abundance of such parcels. Legislative action is required in order to remedy this situation. A small working group of local municipal staff has researched some potential remedies as utilized by other states. In addition, a small working group from within the South Suburban Mayors and Managers Association has been meeting with representatives of Cook County and the general assembly to discuss legislative action. Legislators are encouraged to support legislation what would create a pilot program in the south suburbs based on the research that is forthcoming.
- Small land banks (such as the South Suburban Land Bank Development Authority and a few new land banks proposed for downstate Illinois) presently struggle financially in ways

that the state's largest land bank (the Cook County Land Bank Authority) does not; some sort of funding mechanism at the state level seems best for addressing this issue. In addition, the smaller land banks also have more difficulty in dealing with real estate tax exemptions, tax foreclosures, and extinguishing back taxes and need legislative action to expand their authority in these areas. Legislators are urged to craft land bank legislation that addresses funding, real estate tax exemptions, tax foreclosures, and extinguishing back taxes.

- The Solid Waste Planning & Recycling Act is not working and municipalities are burdened with disposal of electronic waste. The broke system is also causing hardships for residents, solid waste agencies, and the recycling industry. While it is proper that e-waste is prohibited from disposal in landfills, the current system in which goals are weight-based means that heavy items such as televisions and computer monitors allow for mandates to be reached to quickly. An interim "fix" passed by the legislature is temporary and limited in its effect. Legislators are urged to create 1) improved reporting and coordination by the Illinois Environmental Protection Agency to assure accountability by collectors, manufacturers, and recyclers; and 2) a system for accessing funds from the Solid Waste Management Fund to provide relief to local government collectors.
- Three proposals were before the legislature in the last session of the General Assembly: 1) the Clean Jobs Bill advanced by the Clean Jobs Coalition; 2) a counter proposal advanced by ComEd, and 3) another bill that gained little support advanced by Exelon (parent company of ComEd). All three have as a goal to increase funding for clean-energy resources such as solar. The Clean Jobs Bill appears to be the most consumer-friendly and most beneficial from a sustainability perspective. An effort for the Clean Jobs Coalition and ComEd to reach a compromise seemed likely at one point but now appears dead. Legislators are urged reconsider the Clean Jobs Bill in its original form, putting the onus on ComEd to come up with specific amendments to support their opposition to the bill as it stands.

The group then discussed the potential for scheduling a legislative breakfast for Park Forest-area legislators. The Village Manager was instructed to coordinate a meeting for 9 AM on Saturday, November 12th.

3. Adjournment

The meeting adjourned at 6:50 PM.

Respectfully Submitted,

Tom Mick, Village Manager

VILLAGE OF PARK FOREST

MEMORANDUM

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

FROM: Thomas K. Mick,
Village Manager

DATE: October 18, 2016

RE: A Resolution Establishing the 2016 Village of Park Forest Legislative Agenda

BACKGROUND/DISCUSSION:

The Village Board's Legislative Committee recently convened to craft the Village's Legislative Agenda for 2016 (attached). The agenda includes issues of concern for Park Forest on the local, regional and state levels. The Committee consists of:

- Mayor John Ostenburg
- Trustee Rob McCray
- Trustee Theresa Settles
- Trustee JeRome Brown
- Village Manager Tom Mick

The agenda will be the background for discussions with county, state and federal legislators across 2016/2017. A tentative legislative breakfast has been scheduled for the morning of Saturday, November 12th at Village Hall.

SCHEDULE FOR CONSIDERATION:

This item will be on the Regular Meeting agenda of October 24, 2016 for Board approval.

RESOLUTION No. _____

**A RESOLUTION ESTABLISHING THE 2016
VILLAGE OF PARK FOREST LEGISLATIVE AGENDA**

WHEREAS The Village of Park Forest deems it to be in its best interests to establish an agenda of legislative issues important to the residents of its community; and

WHEREAS the Village Board's Legislative Committee established a Legislative Agenda for 2016 which was reviewed and discussed by the entire Village Board; and

WHEREAS the finalized 2016 Legislative Agenda is set in substantially the same form as attached.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, that the 2016 Legislative Agenda be established and communicated to all Park Forest-area Legislators.

ADOPTED AND APPROVED this _____ day of 2016.

APPROVED:

ATTEST:

Mayor

Village Clerk

VILLAGE OF PARK FOREST 2016 LEGISLATIVE AGENDA

Property Tax Reform

Correct the Property Tax Delinquency Issue (State) – The Village requests that legislation be considered which would force tax-delinquent **commercial or industrial** property owners to pay their tax obligations without the ease or option of walking away from the property. Tax delinquent property owners currently have the ability to abandon a parcel of land after having not paid taxes for a long period of time while still reaping economic benefits during this timeframe. **If a municipality secures the property through the no-cash bid process, an assessment should be done comparing the owed amount in tax delinquency compared to the value of the property.**

Cook County Property Tax System (State) – The way taxes are collected in Cook County at present penalizes communities that are poor in industrial and commercial properties, while rewarding those that have an abundance of such parcels. Legislative action is required in order to remedy this situation. A small working group of local municipal staff has researched some potential remedies as utilized by other states. In addition, a small working group from within the South Suburban Mayors and Managers Association has been meeting with representatives of Cook County and the general assembly to discuss legislative action. **Legislators are encouraged to support legislation what would create a pilot program in the south suburbs based on the research that is forthcoming.**

School Funding Reform (State) – The Village of Park Forest continues to support the need for legislation to change the way schools are funded in Illinois by placing more burden on the state income tax and reducing reliance on the local property tax. The Village also believes that the State Board of Education and the State of Illinois needs to review and revise the system for student funding of Charter Schools.

Sales Tax Revenue Sharing (State) – With a changing opportunity for sales tax revenue among a number of communities that are not as well situated geographically as are others, and thus have less opportunity for commercial development, the Village of Park Forest favors legislation to provide for some form of sales tax revenue sharing; the Village's position is that the larger portion of the local sales tax revenue should go to the community where the generating business is located, in order to accommodate infrastructure costs, *etc.*, but that a significant portion likewise should be distributed to all municipalities based on population, such as is done with the motor fuel tax.

Less Intrusion on Local Revenues (State) – The Village of Park Forest urges legislative controls over the amount of local municipal revenue that can be withheld by the State of Illinois (*e.g.* photo tax, utility tax collection fee, *etc.*). Also, ensure that ample legislative controls are in place so as to avoid currently-provided state services or programs from being curtailed and passed on as a local government obligation.

Void Exemptions for Residential Investment Property (State) - When an owner-occupied residential property becomes rental, the Village supports a mechanism to cause the property tax bill to be adjusted to remove the homestead, senior and senior freeze, disabled persons, returning veterans and disabled veterans exemptions unless there is legal standing for the property owner

to qualify otherwise for any such exemptions.

Public Policy Advocacy

Level I Trauma Center for the South Suburbs (State) – The residents of the South Suburbs are without a Level I Trauma Center. This untenable situation is one wherein paramedics must transport more than 19 miles to Christ Hospital in Oak Lawn any patients needing Level I trauma care. When every second of every minute is critical, the situation is oftentimes exacerbated by traffic or weather conditions or when Christ Hospital is on bypass, meaning patient care is delayed even further for continued transport to the next available Level I Trauma Center. Regional and State, perhaps even Federal, Support is needed in developing a solution. Park Forest and southland residents and their children are as valuable as are the men, women, and children of the West Suburbs or the North Suburbs where there is an abundance of Level I Trauma Centers.

Vacant Foreclosed Property Contact Information (State) – The Village of Park Forest seeks policy reform to require the contact information (name, address and phone number) of the plaintiff filing a property foreclosure notice to be provided on the Notice of Foreclosure and other related foreclosure filings. Locating the plaintiff's contact information is a cumbersome task that adds a layer of work to already overworked municipalities. Providing the plaintiff's contact information will aid in the expediting of municipal code enforcement for vacant foreclosed property.

Land Banks (State) – Small land banks (such as the South Suburban Land Bank Development Authority and a few new land banks proposed for downstate Illinois) presently struggle financially in ways that the state's largest land bank (the Cook County Land Bank Authority) does not; some sort of funding mechanism at the state level seems best for addressing this issue. In addition, the smaller land banks also have more difficulty in dealing with real estate tax exemptions, tax foreclosures, and extinguishing back taxes and need legislative action to expand their authority in these areas. **Legislators are urged to craft land bank legislation that addresses funding, real estate tax exemptions, tax foreclosures, and extinguishing back taxes.**

PSEBA Reform (State) – The Village of Park Forest strongly encourages the State of Illinois to revise its definition of the term catastrophic as relates to the Public Safety Employee Benefit Act.

Support of a Living Wage Standard (State/Federal) - The Village of Park Forest supports the concept of a living wage so that adult citizen workers might earn the income necessary to meet the basic needs of living in a community. Employers should provide wages and benefits which afford their workers with the requirements to have a basic quality of life that is not dependent on governmental subsidy programs for additional income or other financial support.

Minimum Wage Relief for Seasonal/Recreational Positions (State) – With a structured increase in minimum wage established by the State of Illinois some years ago, a classified exemption was eliminated as relates to summer/seasonal recreational positions typically staffed using high school or college students. The impacts to seasonal and summer Park Forest recreational programming and venues such as the Aqua Center have been substantial. The Village of Park Forest urges the State of Illinois to create an exemption which provides relief from paying minimum wage for high school and college students engaged in temporary/seasonal

employment.

Public Employee Pension Plans (State) – The Village of Park Forest urges that any legislation relating to municipal employee benefits, including pension benefits, allow for some levels of control by the employing local government (*e.g.*, to be included in collective bargaining). Also, the Village encourages legislators to consider parity between the benefits conveyed through public safety pension plan and those offered to other municipal employees through IMRF.

Home Rule (State) – The Village of Park Forest supports legislation that any referendum to reverse home rule status, in order to pass, must be approved by no less than 60 percent of those persons casting votes in said referendum.

SSMMA Legislative Agenda – Upon approval by the Village Board, Park Forest supports the legislative agenda of the South Suburban Mayors & Managers Association, the Illinois Municipal League and the National League of Cities.

Local Health Programs (State/Federal) – With the onset of Nationalized Health Care, the Village of Park Forest urges legislation to foster an annual stipend from the State of Illinois and the federal government for communities that operate health departments, thus easing health-related burdens for Cook/Will Counties, the State of Illinois and neighboring communities.

Health Care Support (State/Federal) – The Village of Park Forest encourages legislation which would fund an annual stipend from the State of Illinois and the federal government to the Access to Care program, which brings critical primary health care access and resources to the uninsured of Cook County who are caught in the gap of having private insurance coverage and qualifying for assisted public health insurance.

Environmental Recycling (State) – The Solid Waste Planning & Recycling Act is not working and municipalities are burdened with disposal of electronic waste. The broke system is also causing hardships for residents, solid waste agencies, and the recycling industry. While it is proper that e-waste is prohibited from disposal in landfills, the current system in which goals are weight-based means that heavy items such as televisions and computer monitors allow for mandates to be reached to quickly. An interim “fix” passed by the legislature is temporary and limited in its effect. **Legislators are urged to create 1) improved reporting and coordination by the Illinois Environmental Protection Agency to assure accountability by collectors, manufacturers, and recyclers; and 2) a system for accessing funds from the Solid Waste Management Fund to provide relief to local government collectors.**

Clean Energy (State) – Three proposals were before the legislature in the last session of the General Assembly: 1) the Clean Jobs Bill advanced by the Clean Jobs Coalition; 2) a counter proposal advanced by ComEd, and 3) another bill that gained little support advanced by Exelon (parent company of ComEd). All three have as a goal to increase funding for clean-energy resources such as solar. The Clean Jobs Bill appears to be the most consumer-friendly and most beneficial from a sustainability perspective. An effort for the Clean Jobs Coalition and ComEd to reach a compromise seemed likely at one point but now appears dead. **Legislators are urged reconsider the Clean Jobs Bill in its original form, putting the onus on ComEd to come up with specific amendments to support their opposition to the bill as it stands.**

Energy Efficiency (State/Federal) - Park Forest supports programs for residential, commercial and industrial energy efficiency. Consumer savings, reduced Green House Gas emissions and increased economic/job development would be the result of increased funding of programs promoting more efficient energy use.

Adaptation Planning (State/Federal) - The effects of climate change can be witnessed all throughout Illinois. Extreme storms are happening more frequently and the devastation caused by them are extremely harmful to residents and have a negative economic impact to the region/state/country. The Village of Park Forest supports increased funding for programs including: green storm water management, green infrastructure, Smart Grid and formal adaptation planning so that communities are more resilient to the effects of climate change.

Local Food Production (State/Federal) – Barriers should be eliminated at the regional/state/federal level for small scale gardens/farms to grow food for local consumption as well as additional funding made available to support the growth of local food production.

Transportation/Economic Development

Public Transportation (Federal) – As part of its ongoing efforts to promote long-term sustainability, the Village of Park Forest supports legislation to provide financial incentives to collaborative efforts among local units of government that create public transportation systems to serve local residents. **The Village also seeks increases in 1) the numbers of bus routes; 2) the operating hours of busses; and/or 3) dial-a-ride options that are available to the public, especially the working public.**

South Suburban Airport (State) – The Village of Park Forest supports the Illinois Department of Transportation’s expedited development of the South Suburban Airport.

Illiana Expressway (State) – The Village of Park Forest supports efforts to increase local ground transportation routes such as the Illiana Expressway to ease congestion in the region.

Manufacturing Training for Secondary School Students (State/Federal) – The Village of Park Forest has spearheaded laying the groundwork for the opportunity of high school students to obtain National Institute for Metalworking Skills (NIMS) credentials which would enable them to enter into one of several potential courses of vocation upon graduation from high school. These include an expedited transition into the workforce by operating manufacturing equipment, easy transition into applied science programs at the community college level, pursuit of college degrees in engineering or business administration with the long term goal of becoming administrators within manufacturing plants or eventually having their own such businesses. This initiative needs financial support for start up, equipment and facility costs but the long-term benefits will be broad in scope as Park Forest and its partners demonstrate to potential manufacturers that the south suburban community has a trained workforce at the ready.

AGENDA BRIEFING

DATE: October 18, 2016
TO: Mayor Ostenburg
Board of Trustees
FROM: Roderick Ysaguirre, Director of Public Works/Village Engineer
RE: 2016-2017 Street Salt Purchase

BACKGROUND/DISCUSSION: The Village participates in and utilizes the State of Illinois Joint Purchase Requisition for road salt. This program allows for multiple agencies to pool together and utilize a higher volume to provide a lower per unit cost of the item seeking purchase. This program allows participants to renew an existing contract one time only and requires re-solicitation the next year. DPW solicited bids and we received a bid from Compass Minerals America Inc. of Overland Park, Kansas at a unit price of \$44.46/ton. This is a \$65.48/ton reduction from the last two season unit prices of \$109.94/ton.

Attached is the notice from the Illinois Department of Central Management Services that the Village's salt contract and requested bid quantity has been secured. DPW requested 1,900 tons of salt for the upcoming season. Under the terms and conditions of this contract, DPW must purchase a minimum of 80% of the requested amount (which equals 1,520 tons), and can purchase a maximum of 20% over the requested amount (which equals 2,280 tons). DPW uses approximately 2,100 tons of salt during a typical season and we have approximately 600 tons of salt stored from last season. The salt dome has a rated capacity of 2,510 tons and a usable capacity of 2,134 tons.

This purchase will be charged to the Motor Fuel Tax fund where \$158,000 dollars has been budgeted for this material. If DPW needed to purchase the maximum allowed, it would cost a total of \$101,369 which is well under the budgeted amount.

RECOMMENDATION: Approve this purchase and authorize the Village Manager to sign a Purchase Order in the amount of \$101,369 to Compass Minerals America Inc. for a maximum of 2,280 tons of road salt.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of September 24, 2016 for approval.



ILLINOIS

JOINT PURCHASING REQUISITION CY'16-'17 New Purchase Commitment

PLEASE RETURN TO:
Illinois Department of
Central Management Services
801 Wm. G. Stratton Building
401 S. Spring Street
Springfield, IL 62706
Fax: (217) 782-5187
Email Address for submission:
CMS.BOSS.EC@illinois.gov

 No Thank You,
But keep on mailing list.

Opt-Out-> Our unit does not want to participate in the CY' 2016-2017 Contract Procurement
Notice:-> Please complete and return the Contact information below to remain on the mailing list.

Joint Purchasing #: L4340 -4340
Government Unit: VILLAGE OF PARK FOREST
Mailing Address: 350 VICTORY DRIVE
City / State / Zip: PARK FOREST, IL 60466
County: COOK & WILL
Contact Person: RODERICK YSAGUIRRE
Telephone Number: (708) 503-7702
Fax Number: (708) 503-6599
Contact Email: rysaguirre@vopf.com

Date: 3 / 8 / 2016

Delivery Point
(Provide Dclivry Details To Contract)
(Vendor At Time Of Order Placement)
PUBLIC WORKS GARAGE
75 PARK STREET
PARK FOREST, IL 60466
<- Please provide Email Address

***** Participant, Complete Only One - Either "Table-A" or "Table-B" Below *****

Table A: Complete this table to have the State "SOLICIT BIDS" for your governmental entity		
ITEM DESCRIPTION	BID QUANTITY	UNIT MEASURE
<u>AASHTO M143 Road Salt or Equivalent</u>	<u>(Total Tonnage)</u>	<u>(22 - 25 Ton / Truck)</u>
Rock Salt, Bulk	<u>1900</u>	Tons
Please note your Purchase Commitment Percentage for Total Tonnage Quantity as stated above (choose one):		
OPTION 1 <u>xx</u> 80.% minimum purchase requirement/120% maximum purchase requirement		
OPTION 2 <u> </u> 100% minimum purchase requirement/120% maximum purchase requirement		
<u>Compass</u>	<u>49</u>	<u>44.46</u>

***** Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below *****

Table B: Complete this table to have the State "RENEW" Requirements for your governmental entity		
ITEM DESCRIPTION	QUANTITY	UNIT MEASURE
<u>AASHTO M143 Road Salt or Equivalent</u>	<u>(Total Tonnage)</u>	<u>(22 - 25 Ton / Truck)</u>
Rock Salt, Bulk	<u> </u>	Tons
Note: Renewal is available ONLY under Contracts PSD 4018143, 4018144, 4018145, and 4018146 for CY' 2015-2016. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 10.% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Please Check Contract # Below: Note Current CMS Contract: PSD 4018143 () -or- PSD 4018144 () -or- PSD 4018145 () -or- PSD 4018146 ()		

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

Roderick Ysaguirre
SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT
Printed on Recycled Paper

3/22/16
TITLE



September 15, 2016

Dear Joint Purchasing Participant:

Subject: 2016 - 2017 Rock Salt, Bulk Contract Information

In completing the 2016 – 2017 Rock Salt season contract re-procurement, the State of Illinois did not encounter the types of supply-related issues experienced in the previous seasons. We have made every effort to secure Road Salt at the best available price for participants in our contract solicitation and gladly report the State was able to obtain an offer for your location requirements through the State’s procurement efforts.

We again recommend that participating agencies and governmental entities examine their application rates and roadway priorities in order to minimize next season’s maintenance program cost while also ensuring the safety of the public.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition, including purchase commitment, can be used to submit your requirements to this year’s contract vendor:

Contract: PSD 4018284 **Term: September 2016 – September 2017**
Compass Minerals America Inc. **FEIN Number: 48-1047632**
9900 West 109-th. Street
Overland Park, KS 66210
Phone (800) 323-1641 or (913) 344-9330 **Contact Name: Sean Lierz**

Your unit is **Contract Line No: _____ / Price per ton F.O.B. destination, is \$**
Emergency pickup of salt from vendor’s warehouse is not made available in this contract.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain chute openings in the tailgate to permit controlled off-loading of rock salt onto conveyors was not provided for by this vendor in this season’s procurement process.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. ***You are strongly encouraged to order and store as much salt as possible in order to help prevent potential salt shortages this winter.*** Also, you must place orders in full truckload (typically 22-25 tons) delivery quantities or multiples of such.



Your governmental unit is responsible for ensuring that the 80 or 100 percent minimum guaranteed purchase commitment (as noted on your Requisition) is met before the end of the winter season, June 30, 2017. The vendor is required to furnish not less than 120 percent (if needed) of the contract quantity by March 1, 2017. Your governmental unit is responsible for processing vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2016 through April 1, 2017 shall not exceed seven working days, unless as modified in the Order Guidelines herein..

For orders placed between December 1, 2016 and April 1, 2017, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain as liquidated damages, not as a penalty, 5.% per working-day on the undelivered portion of the order, but not to exceed 50.%. For orders placed prior to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the seven-day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the seven day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20.% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working-days after receipt of order. Quantity ordered above the 20.% threshold shall have an extended deliver time of one-working-day for each one-percentage-point above the 20.% guideline. For example, if an agency orders 25.% of their awarded total 100 ton, delivery of the first 20 ton (20.%) shall be within 7 working-days after receipt of order, the remaining 5 ton should be delivered within 12 working-days after receipt of order.

If after seven working-days of liquidated damages assessment, the vendor has still failed to deliver, local governmental unit shall have the right to terminate an order and purchase road salt or abrasives from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery person inspects the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.



Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2016, the contract vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the northern regions of the State, and in January of 2017 the contract vendor shall have in place stockpile(s) in or near to Illinois covering the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that vendor commitments to the stockpiles are with the users of this contract.

Enhanced Rock Salt 2016-2017 season availability:

The Department of Central Management Services surveyed vendors for availability of an enhanced rock salt option in the invitation for bid, and did receive an offering Compass Minerals America Inc. Locations interested in this enhanced salt option must call the vendor for availability information and to facilitate potential ordering arrangements.

Their product is made available to any joint purchasing participant awarded in Compass Minerals America Inc. Contract as an up-charge per ton option and would be added to your order as a separate line item. Contact Sean Lierz at 913-344-9330 for the details.

The enhanced salt product features additional pre-treatment of approved road salt with a product providing enhanced melting performance, with reduced corrosion and clumping.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Ilsley, CPPB, Buyer
Bureau of Strategic Sourcing

GovSalt.doc