

## AGENDA

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

Village Hall

8:00 p.m.

May 4, 2009

Roll Call

1. Sale of 202 Forest Boulevard (Chase Bank Building)
2. Presentation of the FY2009/2010 Budget
3. An Ordinance Amending Ambulance Rates
4. A Request to Enter into an Engineering Service Agreement for South System Flood Testing
5. A Request to Enter into an Engineering Service Agreement for Smoke Testing
6. A Request to Enter into an Engineering Service Agreement for the Orchard Drive Watermain Replacement
7. A Resolution Authorizing the Village to Participate in the State of Illinois Federal Surplus Property Program
8. Illinois Street Pumping Station Improvements Project Closeout
9. A Resolution Authorizing the Sale of Personal Property Owned by the Village of Park Forest to the Village of Dixmoor

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

## **AGENDA BRIEFING**

DATE: April 30, 2009

TO: Mayor Ostenburg  
Board of Trustees

FROM: Sandra Zoellner  
Assistant Director of Economic Development and Planning

RE: Sale of 202 Forest Boulevard (aka Chase Bank Building), Park Forest, Illinois

### **BACKGROUND/DISCUSSION:**

Consistent with the Board's goals in FY 2007/2008, the Economic Development and Planning Department established the goal of selling at least one downtown property owned by the Village. The goal was carried forward to FY2008/2009.

October 14, 2008, staff requested the Board's authorization to enter into a professional services contract with Marcus & Millichap as exclusive agents to represent the Village in the sale of 202 Forest Boulevard. Shortly thereafter Marcus & Millichap released the offering.

Eleven (11) firms responded to the offering. Of those eleven (11), Staff, with the assistance of the Marcus & Millichap agents, narrowed the list to three and interviewed them. After thorough research (including on-site visits to an existing building, interviewing two tenants, and speaking with Staff from other communities where Skender has completed work), Staff recommends Skender Development as the preferred buyer. Paul Stephanides, Village Legal Counselor drafted the sales and development agreement. Legal counsel to Skender Development reviewed the agreement. Representatives of the Skender Development, LLC firm will be present to respond to any questions the Board may have of them.

Highlights of the agreement are:

1. Sales price of \$465,000 plus construction of a general use parking lot. This is 96% of asking price.
2. An Easement Lien for public access to the parking lot will run with the property.
3. The due diligence period is 45 days with closing within 45 days.
4. Skender Development will work to retain Chase Bank as a tenant.
5. Staff will work with Skender on a variance application for the number of spaces in the parking lot because we anticipate that the parking lot will not conform to the zoning requirements in this regard.

Benefits of entering into this agreement and sale:

1. Skender Development, an experienced builder, property manager, and contractor will construct the parking lot.
2. Skender Development has experience working with our Building Department Staff and Village of Park Forest codes, as they were the General Contractor for Victory Center.

3. Skender's offices are in the South suburbs and they will be a hands-on owner/property manager.
4. Skender's portfolio is selective and focused on buildings similar in size and age as compared to 202 Forest Boulevard. They will be able to devote personnel to 202 Forest Boulevard.

The Economic Development Team recommends proceeding with this Sales and Development Agreement and requests that the Board approve the Resolution authorizing the Manager to sign the Agreement.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Rules Meeting of May 4, 2009 for your consideration.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES  
AND DEVELOPMENT AGREEMENT BETWEEN  
THE VILLAGE OF PARK FOREST AND SKENDER DEVELOPMENT, L.L.C.**

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

**SECTION 1.** The Real Estate Sales and Development Agreement (“Agreement”) attached hereto and incorporated herein by reference as Exhibit A, is hereby approved in, substantially the form attached.

**SECTION 2.** The Village Manager is directed and authorized to execute the Agreement in substantially the form attached and the Village Clerk is directed and authorized to attest the signature of the Village Manager. The Village Manager and the Village Clerk are directed and authorized to execute any and all other documents as may be necessary to effectuate the purposes of the Agreement and the sale and transfer of the property described therein.

**SECTION 3.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2009.

**APPROVED:**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

**PROPERTY ADDRESS:**

**202 Forest Boulevard  
Park Forest, IL 60466**

**P.I.N. 31-36-200-044-0000**

**RETURN TO:**

**Village Clerk  
Village of Park Forest  
350 Victory Drive  
Park Forest, IL 60466**

**REAL ESTATE SALES AND DEVELOPMENT AGREEMENT**

**THIS REAL ESTATE SALES AND DEVELOPMENT AGREEMENT** (this "**Agreement**") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 (the "**Effective Date**"), by and between the Village of Park Forest, an Illinois Home Rule Municipal Corporation, with its principal office at 350 Victory Drive, Park Forest, Illinois 60466 (hereinafter referred to as the "**Seller**") and Skender Development, L.L.C., an Illinois limited liability company, with offices at 11912 Harold Avenue, Palos Heights, Il 60463, or its nominee (hereinafter referred to as "**Buyer**").

**RECITALS**

**WHEREAS**, the Seller owns fee simple title to the real property legally described in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, Buyer has determined to purchase from the Seller the real property described in Exhibit A, and the Seller desires to sell said property to Buyer, all in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that:

**1. RECITALS INCORPORATED BY REFERENCE**

1.1. The recitals set forth above are incorporated herein by reference.

## 2. SALE AND PURCHASE

2.1. **Sale of the Subject Property.** Subject to the terms and conditions of this Agreement, the Buyer shall purchase from the Seller, and the Seller shall sell to Buyer, all of the land and improvements for the property legally described in Exhibit A attached hereto, which property is commonly known as 202 Forest Boulevard, Park Forest, Illinois, P.I.N. 31-36-200-044-0000 (hereinafter referred to as "Subject Property"), together with all rights and appurtenances pertaining to such land and improvements.

2.2. **Purchase Price.** The purchase price ("**Purchase Price**") to be paid by Buyer to the Seller for the Subject Property shall be four-hundred sixty-five thousand dollars (\$465,000). The Purchase Price for the Subject Property, plus or minus the prorations and credits hereinafter provided for, shall be paid by Buyer in full at the Closing in cash, certified or cashier's check, or by federal wire transfer funds, together with such additional funds for Buyer's share of Closing costs as may be required pursuant to this Agreement.

2.3. **Earnest Money.** Within five (5) business days after the Effective Date (as hereinafter defined), Buyer shall deposit, as earnest money, the sum of Forty Six Thousand Five Hundred and 00/100 Dollars (\$46,500.00) (together with any interest earned thereon, the "**Earnest Money**") into escrow with Chicago Title Insurance Company (sometimes referred to as "**Escrowee**" or "**Title Company**"). The Earnest Money shall be applied to the Purchase Price at the Closing (as hereinafter defined) all as hereinafter provided for in this Agreement. The Earnest Money shall be held by the Escrowee in a strict joint order escrow (hereinafter referred to as "**Earnest Money Escrow**") for the mutual benefit of the Parties in accordance with the terms of an earnest money escrow agreement, provided that the escrow agreement shall provide that if Buyer timely terminates this Agreement by written notice to the Seller pursuant to this Paragraph 2.3 or Paragraph 11.3, and so certifies to the Escrowee, the Earnest Money shall be returned to Buyer without requiring the signature of the Seller. At Buyer's option and sole expense, the Earnest Money will be invested in an interest bearing account or a similar investment satisfactory to Buyer. All interest earned on the Earnest Money will be delivered to the Party entitled to receive the Earnest Money; provided, however, that at the Closing the Earnest Money (exclusive of interest earned thereon) will be applied against the Purchase Price and the interest earned thereon will be delivered to Buyer. Buyer shall have a period commencing on the Effective Date of this Agreement through and including forty five (45) calendar days (the "**Feasibility Period**") within which to determine the desirability and feasibility of acquiring the Subject Property (as such time period may be extended as provided in Paragraph 2.5). If, in Buyer's sole discretion, Buyer is not satisfied with the Subject Property, Buyer shall have the right to terminate this Agreement by written notice to Seller no later than 5:00 p.m. C.S.T. on the date of the expiration of the Feasibility Period. Upon any termination of this Agreement by Buyer, all Earnest Money shall be returned to Buyer and all rights and obligations of the parties hereunder shall cease. If this Agreement is not terminated pursuant to this Section 2.3, the Seller shall have the right to retain the Earnest Money deposited pursuant to this Section 2.3.

2.4. **Development of the Subject Property.** Buyer shall construct a parking lot on the Subject Property in compliance with all applicable Village regulations and ordinances,

including, but not limited to, the Village's development and subdivision requirements as contained in the Village Code, and any other applicable Village regulations with regard to the construction of the commercial parking lot (collectively, the "**Village Requirements**"), provided that the parties acknowledge that it is not possible for the parking lot to contain the number of spaces required for the Building. Seller shall support an application to be made by Buyer to the Zoning Board of Appeals, Plan Commission and/or Board requesting a variance to the required number of parking spaces to be contained in the parking lot. Subject to the Village Requirements, the Seller shall reasonably cooperate with Buyer in connection with such development of the Subject Property. The parking lot shall be constructed for the use of the tenants of the building located on the Subject Property, provided that 15 parking spaces shall be for use by the public at large. Buyer shall construct the parking lot pursuant to the requirements set forth in Exhibit B, attached hereto and incorporated herein by reference, of such size and dimension as agreed to by the parties. No fence or gate shall be constructed or installed as part of the parking lot, and there shall be no restrictions on the use by the general public of the spaces dedicated to public use, provided that there shall be no overnight parking. Buyer and the Seller shall enter into an easement agreement, which shall be recorded with the Cook County Recorder of Deeds, to guarantee public access to the 15 spaces dedicated to the public use referenced herein. The easement agreement shall be in substantially similar form to the agreement attached hereto and incorporated herein as Exhibit C. In exchange for Buyer's construction and maintenance of the parking lot referenced herein, Buyer shall be exempt from the Village's DownTown common area maintenance fee.

2.4.1. **Commencement**. Buyer shall commence construction of the parking lot referenced in Section 2.4 above on the Subject Property within three (3) months of the Closing Date (as hereinafter defined), subject to force majeure and delays attributable to the acts or omissions of the Seller and delays in obtaining any required variances. Construction of the parking lot shall be completed within three (3) months thereafter.

2.4.2. **Failure to Commence**. At the Closing, Buyer shall post a letter of credit payable to Seller or shall provide a payment and completion bond from its general contractor in favor of Seller in the amount of 110% of the mutually agreed upon estimated cost to construct the parking lot, such agreement not to be unreasonably withheld. If Buyer fails to commence construction on the Subject Property as required pursuant to Section 2.4.1 above, or fails to complete construction of the parking lot within the time set forth in Section 2.4.1 after commencing construction, and such failure is not attributable to force majeure or delays attributable to the acts or omissions of the Seller or delays in obtaining required variances, then the Seller shall have the right to finish the construction of the parking lot and draw upon the letter of credit or the payment and completion bond in the amount certified by the Seller as the cost that Seller incurs in order to complete the construction of the parking lot.

2.5 **Due Diligence Documents**. Within five (5) calendar days of the Effective Date, the Seller shall provide the Buyer with copies of all documents in its possession pertaining to the Subject Property (collectively, the "**Due Diligence Documents**"), including, without limitation, all leases, maintenance records, product warranties, building plans, inspection reports, notices of

violations, invoices, utility bills, correspondences with existing and former tenants, surveys, and environmental reports, including, without limitation a Phase I Environmental Site Assessment without an asbestos report. In the event that the Seller delays its delivery of the Due Diligence Documents to Buyer, the Feasibility Period set forth in Section 2.3 and the time period set forth in Paragraph 11.3 during which Buyer may terminate this Contract shall be extended by one day for each day that the Seller delays its delivery of all of the Due Diligence Documents.

2.6 **The Lease**. Seller represents and warrants to Buyer that the only lease or other agreement relating to the right to use or occupy the Subject Property in effect as of the Effective Date is that certain Lease For Downtown Park Forest dated January 17, 2001, and fully executed Lease Amendment No. 1 dated June 1, 2006 by and between Village of Park Forest and Banc One Building Corporation (the "Lease"), a true and correct copy of which is attached hereto as **Exhibit D**. In addition, for purposes of Section 2.5 the term "Due Diligence Documents" shall include a current Lease Amendment No. 2, in the form of which is attached hereto as **Exhibit E**, for the subject property, executed by and between the Seller and JP Morgan Chase Bank, as successor by merger to Banc One Building Corporation, as tenant. Seller represents and warrants to Buyer that the Lease has only been amended as noted herein. As a condition precedent to Buyer's obligation to purchase the Property, Seller shall provide to Buyer an executed amendment to the Lease, in form and substance satisfactory to Buyer, extending the term of the Lease until March 31, 2021.

### **3. CLOSING DATE AND POSSESSION**

3.1. **Closing Date**. The Closing of the transaction contemplated by this Agreement (herein referred to as the "**Closing**") shall be held at a mutually-acceptable office of Chicago Title Insurance Company ("**Title Company**"), unless agreed to otherwise by the Seller's and Buyer's attorneys, on a date which is forty five (45) days after the expiration of the of the Feasibility Period, or as otherwise mutually agreed in writing by the parties hereto (the "**Closing Date**").

3.2. **Possession**. Subject only to the rights of tenant under the Lease, possession of the Property shall be delivered to Buyer on the Closing Date, unless otherwise agreed in writing by the parties.

### **4.0 BINDING EFFECT**

4.1. **Covenant Running with the Land**. The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be enforceable by the Seller and shall be binding upon and inure to the benefit of the parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessees. Buyer shall be required to inform any and all prospective and future successors, nominees and assigns of the obligations contained in this Agreement.

4.2. **Survival of Covenants, Warranties and Indemnifications**. Notwithstanding anything to the contrary contained in this Agreement, after the Closing Date or in the event this

Agreement is terminated for any reason, the covenants, warranties and all indemnifications of all parties shall survive such termination or Closing.

## **5. ESCROW CLOSING**

5.1. **Escrow.** The sale of the Subject Property shall be closed through an escrow at the Title Company consistent with the terms of this Agreement. The parties shall each pay one-half (½) the cost of the escrow established for this Closing.

5.2. Upon creation of such an escrow, anything in this Agreement between the parties to the contrary notwithstanding, payment of the Purchase Price and delivery of the applicable Deeds shall be made through the escrow.

## **6. DELIVERIES AT CLOSING**

6.1. **Seller Deliveries.** At Closing, the Seller shall deliver to the Title Company or Buyer directly, as the Seller may elect, the following documents for the Subject Property:

6.1.1. A Warranty Deed executed by the Seller conveying the Subject Property to Buyer, subject to the Permitted Exceptions (as hereinafter defined) (the "**Deed**");

6.1.2. A Certificate of Non-Foreign Status of the Seller as required by Section 1445 of the Internal Revenue Code;

6.1.3. Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy (as hereinafter defined);

6.1.4. A Closing Statement prepared by the Seller in a manner which reflects the terms and conditions, as applicable, of this Agreement and otherwise in a form reasonably acceptable to Buyer (hereinafter referred to as the "**Closing Statement**");

6.1.5. Such proof of the Seller's authority and authorization to enter into this transaction, and the Seller's authority to execute the Deed, as may be required by the Title Company;

6.1.6. An Owner's Affidavit, ALTA Statement, and/or Personal (GAP) Undertaking as required by the Title Company;

6.1.7. An Affidavit of Title, in customary form, executed by the Seller;

6.1.8. An assignment of the Lease which Lease is set forth in Exhibit D, and the original executed counterpart(s) of the Lease or copies of the executed counterpart(s) of the Lease if the original is not available.

6.1.9. State, county and municipal transfer tax declarations for the Subject Property; and

6.1.10. The Seller's share of Closing costs.

6.2. **Buyer Deliveries.** At Closing, Buyer shall deliver to the Title Company or the Seller directly, as the Seller or the Title Company may direct, the following:

6.2.1. Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy;

6.2.2. Such proof of Buyer's authority and authorization to enter into this transaction as may be required by the Title Company;

6.2.3. The balance of the Purchase Price in accordance with Section 2.2 above, plus Buyer's share of Closing costs.

## 7. **ALLOCATION OF CLOSING COSTS AND EXPENSES**

7.1. **Allocation of Costs.** The Seller shall bear the cost of the Title Policy (excluding endorsements), the cost to record any instruments necessary to clear the Seller's title (including, without limitation, any and all delinquent, unpaid, or otherwise outstanding real estate taxes and assessments affecting the Subject Property), one-half (1/2) the cost of the Closing costs for the Subject Property, and its own fees, costs, and attorneys' fees. The Subject Property is currently exempt from state and county transfer taxes and from any municipal transfer taxes imposed by the Seller, and Buyer shall have no responsibility or liability for any of the same.

## 8. **PRORATIONS**

8.1. The following prorations, except as specifically provided herein to the contrary, shall be made as of the Closing Date and shall be applied to reduce or increase the balance of the Purchase Price, as applicable:

8.1.1. **Taxes.** The Seller represents to Buyer that general real estate taxes relating to the Subject Property are currently exempt from payment, and that there are currently no special assessments applicable to the Subject Property. Buyer shall be responsible for all real estate taxes and special assessments which first accrue and become due and payable with respect to the Subject Property from and after the Closing Date.

8.1.2. **Utilities.** Gas, water, electricity, heat, fuel, sewer and other utilities and operating expenses relating to the Subject Property, if any, shall be paid by the Seller through the date preceding the Closing Date based on final meter readings. If final bills are not available as of the Closing Date, the utilities will be equitably prorated based upon the most recent bills. Buyer shall, promptly following the Closing Date, cause all such utility accounts to be changed to reflect the proper owner of the Subject Property.

8.1.3. **Lease.** Current rents, security deposits and advance rentals under the Lease shall be prorated on the basis of the most recent ascertainable amounts or other reliable information. Following the Closing Date, Buyer shall pay to Seller all rents which Buyer shall collect which are attributable to periods preceding the Closing Date and Seller shall pay to Buyer all rents received by Seller from any tenant of the Property before or after the Closing Date which are attributable to periods succeeding the Closing Date.

8.1.4. **Miscellaneous.** If there are any other items, the credit or proration of which are necessary to fairly allocate the benefits and burdens of ownership of the Subject Property, such items shall be prorated at the Closing as agreed by the Seller's and Buyer's attorneys. Except with respect to real estate taxes and special assessments as aforesaid, in the event that accurate prorations and other adjustments cannot be made at Closing because current bills are not available or the amount to be adjusted is not yet ascertainable, the parties shall prorate on the best available information, subject to further adjustment promptly upon receipt of the final bills or upon completion of final computations.

## 9. **TITLE INSURANCE**

9.1. **Title Commitment.** No later than ten (10) days after the Effective Date, the Seller shall deliver to Buyer: (1) a commitment (hereinafter referred to as the "**Commitment**") for an Owner's Policy of Title Insurance issued by the Title Company dated on or after the Effective Date and showing title to the Subject Property vested in the Seller, subject only to: (i) the standard printed conditions and general exceptions contained in the Commitment, (ii) matters created by, through or under Buyer, and (iii) all matters approved or waived by Buyer pursuant to Paragraph 9.2 below (hereinafter collectively referred to as the "**Permitted Exceptions**"); and (2) legible copies of the documents referred to in the Commitment as conditions or exceptions to title to the Property.

9.2. **Title Approval.** Buyer shall have a period of forty five (45) days following receipt of all of the following: (1) the current Survey required under Section 10 below, (2) the Commitment, and (3) legible copies of the documents referred to therein as conditions or exceptions to title to the Subject Property, to review such items and to deliver to the Seller a notice of the objections that Buyer may have to anything contained in or set forth in or disclosed by the Survey, the Commitment, or such documents (hereinafter referred to as the "**Unpermitted Exceptions**"). Any exception to which Buyer does not object shall be considered a Permitted Exception. If Buyer delivers notice of any Unpermitted Exceptions to the Seller, the Seller may, within ten (10) days after the date of said notice, eliminate or satisfy the Unpermitted Exceptions to the satisfaction of Buyer. If the Seller is unable or unwilling to so correct the Unpermitted Exceptions, the Seller shall so notify Buyer, and Buyer shall have the right, at its election but as its sole and exclusive remedy, to either (i) waive the Unpermitted Exceptions and accept title to the Subject Property subject to such Unpermitted Exceptions (in which event such exceptions shall be deemed Permitted Exceptions), or (ii) on notice to Seller, terminate this Agreement, in which event none of the parties shall have any further obligation or liability under this

Agreement, except as otherwise specifically provided in this Agreement, including, without limitation, returning the Earnest Money to Buyer.

9.3. **Title Policy.** As of the Closing Date, the Seller shall cause the Title Company to issue to Buyer its Owner's Policy of Title Insurance, with extended coverage, or irrevocable commitment to issue same (hereinafter referred to as the "**Title Policy**") covering the Subject Property in the amount of the Purchase Price, subject only to the Permitted Exceptions. The purchase and sale of the Subject Property shall be closed through a "New York Style" escrow closing so that the effective date of the Title Policy is the date of recordation of the deed, and the parties shall each pay fifty percent (50%) of the additional cost of a "New York Style" escrow closing. Any endorsement requirements requested by Buyer shall be paid for solely by Buyer, although the Seller shall reasonably cooperate in connection with such requirements at no cost or expense to the Seller. The parties acknowledge that the Seller acquired the Subject Property through a tax deed that eliminated all real estate tax delinquencies. The parties acknowledge that a standard title policy may not reflect the expungement of these taxes due to the failure of Cook County to change its records in a timely manner. Accordingly, any title policy may list real estate taxes as an exception to coverage and Buyer agrees to accept such exception to coverage and the Seller agrees to indemnify, hold harmless and defend the Buyer for said real estate taxes, which obligation shall survive the closing.

## 10. **PLAT OF SURVEY**

10.1. **Buyer Survey.** Buyer shall reasonably commence to procure a survey of the Subject Property prepared by an Illinois licensed surveyor meeting minimum ALTA/ACSM standards, which survey shall be certified to Buyer, the Seller, the Title Company and any mortgage lender (the "**Survey**").

## 11. **INSPECTION**

11.1. **Inspection of Physical Condition of Subject Property.** Buyer shall have the right and opportunity to inspect the physical condition of the Subject Property during normal business hours and upon at least two (2) business days' prior notice and, at the election of the Seller, accompanied by a representative of the Seller, subject to tenant approval and the following:

11.1.1. Buyer shall not make or cause to be made any physically intrusive testing of the Subject Property without the Seller's prior consent. The Seller's consent to Buyer conducting an environmental inspection, including but not limited to soil borings on the Subject Property, shall not be unreasonably withheld, conditioned, or delayed, subject to the provisions below;

11.1.2. Buyer's inspection shall not cause any irreparable injury to the Subject Property;

11.1.3. Buyer, at its sole cost and expense, shall promptly repair any damage to the Subject Property caused by Buyer's inspections and/or testing;

11.1.4. Buyer shall pay all costs and expenses incurred in connection with its inspection and/or testing;

11.1.5. Buyer shall indemnify, defend, and hold the Seller harmless from and against any and all loss, cost, injury, damage, liability, or expense, including, without limitation, reasonable attorneys' fees and court costs, and other liability of any kind, to the extent arising out of or in connection with Buyer's activities on the Subject Property, directly or indirectly, including, without limitation, the acts and omissions of Buyer's agents, employees, architects, engineers and other personnel; provided, however, that the foregoing indemnification shall not apply to the extent such cost, injury, damage, liability or expense is caused by negligent or willful acts or omissions of the Seller, or to cost, injury, damage, liability or expense arising out of the Seller becoming liable for any environmental cleanup cost which results from environmental contamination on the Subject Property being revealed, but not caused, by Buyer's environmental inspection. The Seller shall indemnify Buyer for all environmental cleanup cost, fines and reasonable attorneys' fees and court costs incurred by Buyer as a result of Buyer's environmental inspection of the Subject Property, provided that the foregoing indemnification shall not apply to the extent that such cleanup costs, fines, reasonable attorneys' fees or court costs were caused by Buyer's negligence; and

11.1.6. Prior to entering the Subject Property, Buyer shall provide evidence to the Seller through certificates of insurance that Buyer or Buyer's designated consultant maintains comprehensive general public liability insurance (including contractual liability endorsements) against claims for personal injury, death and property damage occasioned by accidents occurring upon, in or about the Subject Property, such insurance in each case shall afford protection to the limit of not less than \$1,000,000.00 combined single limit.

11.1.7 Buyer shall provide the Seller with copies of any and all geotechnical, environmental and other test reports prepared by or at the direction of Buyer, if any.

11.2. **Survival of Section 11.** Notwithstanding anything to the contrary contained in this Agreement, the terms, provisions, conditions and indemnifications of this Section 11 shall survive Closing and the delivery of the Deed or the termination of this Agreement.

11.3. **Termination Upon Inspection.** If Buyer is not satisfied with the results of such inspection, Buyer may terminate this Agreement within forty five (45) days after the Effective Date (as such time period may be extended as provided in Paragraph 2.5), in which event none of the parties shall have any further obligation or liability under this Agreement, except as otherwise specifically provided in this Agreement, and all Earnest Money shall be returned to the Buyer.

## 12. REPRESENTATIONS

12.1. Representations of the Seller. In order to induce Buyer to enter into this Agreement, the Seller, to the best of its knowledge, represents to Buyer as follows:

12.1.1. The Seller has received no notices of any violations of any laws, ordinances or regulations applicable to the Subject Property which have not been cured.

12.1.2. This Agreement has been, and all the documents to be delivered by the Seller to Buyer at Closing will be, duly authorized, executed and delivered by the Seller, as applicable, and are or will be a legal, valid and binding obligation of the Seller, as applicable.

12.1.3. There are no actions, suits, or proceedings pending or, to the Seller's knowledge, threatened against or relating to the Seller or the Subject Property in any court or before any administrative agency.

12.1.4. The Seller makes no representations as to any adverse environmental conditions affecting the Subject Property. The Seller represents to Buyer that the Seller is unaware of any reports in its possession concerning any environmental conditions with respect to the Subject Property other than the Phase I environmental report to be provided pursuant to Paragraph 2.5.

12.1.5. The Seller has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by the Seller hereunder.

12.1.6. The individuals executing this Agreement on behalf of the Seller have the legal power, right, and actual authority to bind the Seller to the terms and conditions of this Agreement.

~~12.1.7. Throughout the period of use of the Subject Property, all applicable Village departments, including but not limited to, the Fire Department, Building Department, Electrical Department, Public Works Department, and Zoning Department, have inspected the Subject Property. None of the applicable Village Departments are currently aware of any existing violations of any Village requirements with the exception of the parking lot required to be constructed thereon and the upstairs bathroom is not ADA compliant.~~

12.1.8 The Seller represents and warrants to Buyer that it is unaware of any proposed or contemplated changes in the Village Requirements that will have any impact on the value, functionality or operation of the Subject Property. If the Seller becomes aware of any proposed or contemplated changes in the Village Requirements that will have any impact on the value, functionality or operation of the Subject Property, the Seller shall promptly send written notice of such changes to Buyer between now and the time of Closing.

12.2. **Representations of Buyer.** In order to induce the Seller to enter into this Agreement, Buyer, to the best of its knowledge, represents to the Seller as follows:

12.2.1. Buyer has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by Buyer hereunder.

12.2.2. The individuals executing this Agreement on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

12.3. **As Is Condition.** Except as otherwise set forth in this Agreement, the Subject Property is being sold in an "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" as of the Effective Date and as of the Closing Date. Except as expressly set forth in this Agreement, no representations have been made or are made, and no responsibility has been or is assumed by the Seller or Buyer, as the case may be, or by any officer, director, board member, employees, agents or volunteers, attorney, or representative acting or purporting to act on behalf of the parties as to the condition or repair of the Subject Property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Subject Property or the condition, repair, value, expense of operation or income potential of the Subject Property or any portion thereof. The parties acknowledge and agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged into this Agreement and the Exhibits hereto annexed, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other. The Seller does not make any representations or warranties that the Subject Property does not contain asbestos or any hazardous materials or harmful or toxic substances, or pertaining to the extent, location or nature of same, if any, provided that the Seller does represent and warrant to Buyer that it has no knowledge that the Subject Property contains any hazardous materials or harmful or toxic substances (other than asbestos, which the parties acknowledge that the Building may contain), except to the extent disclosed in the existing Phase I Environmental Site Assessment to be provided to Buyer within five days after the Effective Date. Further, to the extent that the Seller has provided information to the other party hereto from any inspection, engineering or environmental reports concerning asbestos or any hazardous materials or harmful or toxic substances, the Seller does not make any representations or warranties with respect to the accuracy or completeness, methodology of preparation, or otherwise concerning the contents of such reports. Buyer acknowledges that the Seller has requested that Buyer inspect the Subject Property fully and carefully and investigate all matters relevant thereto, and that Buyer relies solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer, rather than any information that may have been provided by the Seller to Buyer.

12.4 **Waiver and Release for Certain Conditions.** Buyer waives and releases the Seller from any present or future claims arising from or relating to the presence or alleged

presence of asbestos or any hazardous materials or harmful or toxic substances in, on, under or about the Subject Property, as the case may be, including without limitation any claims under or on account of: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder; (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind; (iii) this Agreement (except for those items which survive the Closing hereunder to the extent expressly set forth herein); or (iv) the common law. The terms and provisions of this Section 12.4 shall survive Closing hereunder or termination of this Agreement.

### **13. STATUTORY COMPLIANCE**

13.1. Buyer and the Seller shall provide, and consent to, the reporting of all information regarding the sales contemplated hereunder as may be required by any act, regulation or statute, including all amendments thereto, of the United States of America, or the State of Illinois, or any agency or subdivision thereof.

13.2. Buyer and the Seller shall at all times comply with all of the requirements of all county, municipal, state, federal and other applicable governmental statutes or regulations, now in force, or which may hereafter be in force pertaining to the performance of this Agreement.

### **14. UNIFORM VENDOR AND BUYER RISK ACT**

14.1. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall apply to this transaction.

### **15. CONDEMNATION PRIOR TO CLOSING**

15.1. If, prior to the Closing Date, all or any significant portion of the Subject Property is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), the party whose parcels are affected by such taking shall notify the other party hereto of such fact promptly after obtaining knowledge thereof, and the Buyer shall thereafter have the right to terminate this Agreement by giving written notice to the Seller not later than ten (10) days after the giving of such initial notice. For the purposes hereof, a "significant portion" of the Subject Property shall mean fifteen percent (15%) or more of the total square footage of the Subject Property. If the Buyer elects not to terminate this Agreement as aforesaid, or if less than a significant portion of the Subject Property is taken by eminent domain (or becomes the subject of a pending taking), there will be no abatement of the Purchase Price and the Seller shall assign to the Buyer (without recourse) at the Closing the rights of that party to the awards, if any, for the taking, and the other party shall be entitled to receive and keep all awards for the taking of the Subject Property or such portion thereof.

### **16. BROKERS**

16.1. The Seller hereby represents and warrants to Buyer that Seller has not dealt with any broker or finder in respect of the transaction contemplated hereby other than Marcus & Millichap of Chicago, Illinois. Seller shall be responsible for payment of the commission to Marcus & Millichap. Seller hereby agrees to indemnify Buyer for any claim for a brokerage commission or finder's fee asserted by any other person, firm or corporation claiming to have been engaged by Seller.

16.2. Buyer hereby represents and warrants to the Seller that Buyer has not dealt with any broker or finder in respect of the transaction contemplated hereby; and Buyer hereby agrees to indemnify the Seller for any claim for brokerage commission or finder's fee asserted by a person, firm or corporation claiming to have been engaged by the Buyer.

## **17. PERFORMANCE AND DEFAULT**

17.1. Time is of the essence in the performance of this Agreement.

17.2. In the event the Seller shall fail to comply with any of its obligations to be performed by the Seller hereunder on or prior to the Closing Date, then Buyer shall be entitled, by written notice to the Seller and the Seller's failure to cure such non-compliance within five (5) business days thereafter, to pursue all remedies available to Buyer, at law or in equity. In no event shall the Seller be liable to Buyer for any loss or damage suffered by Buyer in connection with any agreement or understanding with any third party with respect to the use, lease or purchase of the Subject Property.

17.3. In the event Buyer shall fail to comply with any of its obligations to be performed by Buyer hereunder on or prior to the Closing Date, then the Seller shall be entitled, by written notice to Buyer and Buyer's failure to cure such non-compliance within five (5) business days thereafter, to retain the Earnest Money as liquidated damages, and not as a penalty, as its sole remedy for Buyer's default, except that Buyer shall continue to be liable for its indemnification obligations pursuant to this Agreement.

## **18. SUCCESSORS AND ASSIGNS**

18.1. Until such time as the parking lot is fully constructed as required under Section 2.4, Buyer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Seller, the granting or denial of which consent shall be in the sole discretion of the Seller. If the Seller consents to an assignment or transfer of rights or obligations under this Agreement, the transferee shall execute the Transferee Assumption Agreement, attached hereto and incorporated herein by reference as Exhibit F, as a condition of any consent by the Seller to such transfer. No transfer or assignment by Buyer in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing and said Transferee Assumption Agreement, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties. After the completion of the construction of the parking lot, upon the transfer of the Subject Property, Buyer shall be released from its obligations hereunder.

**19. NOTICES**

19.1. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by facsimile telecommunications (followed by next day overnight delivery service), by overnight air express service, or by U.S. registered or certified mail, postage prepaid and return receipt requested, in each case addressed to the parties hereto at their respective addresses set forth below:

**To the Seller:** Thomas Mick, Village Manager  
Village of Park Forest  
350 Victory Drive  
Park Forest, Illinois 60466  
Fax: (708) 503-8560

With copies to: Paul L. Stephanides  
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.  
179 North Chicago Street  
Joliet, Illinois 60432-0450  
Fax: (815) 722-0450

**To Buyer:** Jeffrey Skender  
Skender Development, L.L.C.  
11912 Harold Avenue  
Palos Heights, IL 60463  
Fax: (708) 361-9466

With copies to: Karen P. Layng, Esq.  
Vedder Price, P.C.  
222 North LaSalle Street, Suite 2600  
Chicago, IL 60601  
Fax: (312) 609-5005

19.2. Except as otherwise provided herein, notice served by certified mail or regular mail shall be effective on the third (3rd) business day following the date of mailing.

19.3. Notice by facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**20. ENTIRE AGREEMENT**

20.1. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements among the parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party.

20.2. All negotiations between the parties are merged in this Agreement, and there are no understandings or agreements, verbal or written, other than those incorporated in this Agreement.

**21. BUSINESS DAYS**

21.1. Business days as used in this Agreement are defined as Monday through Friday, excluding federal holidays.

21.2. If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or federal holiday, then the final day of the period or the date of such performance shall be extended to the next business day.

**22. HEADINGS AND TITLES**

22.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**23. COUNTERPARTS**

23.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

**24. SEVERABILITY**

24.1. If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

**25. WAIVER OF TRIAL BY JURY**

25.1. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

**26. VENUE**

26.1. Venue for any action taken by Buyer or the Seller, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of Cook County, Illinois.

**27. EFFECTIVE DATE**

27.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Clerk attests the signature of the Village Manager of the Village of Park Forest.

**28. NON-WAIVER**

28.1. Except as herein expressly provided, no waiver by a party of any breach of this Agreement by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows of such breach at the time it accepts such payment or performance.

28.2. No failure or delay by a party to exercise any right it may have by reason of the default of any other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

**29. GOVERNING LAW**

29.1. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

**30. AMENDMENTS AND MODIFICATIONS**

30.1. No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

**31. APPROVALS AND CONSENTS**

31.1. Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder may not be unreasonably withheld, conditioned, or delayed.

31.2. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be reasonably necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

### **32. COSTS AND FEES**

32.1. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party rising out of this Agreement, then in that event the prevailing party as determined by a court of competent jurisdiction shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

### **33. EQUAL EMPLOYMENT OPPORTUNITY**

33.1. **No Discrimination.** Buyer shall comply with all federal, state and local laws relating to equal employment opportunity to the extent applicable in connection with Buyer's development of the Subject Property and any construction related thereto.

33.2. **Advertisements.** Buyer shall, in all solicitations or advertisements for employees placed by or on behalf of Buyer in connection with Buyer's development of the Subject Property and any construction related thereto, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or natural origin.

33.3. **Contractors.** Any contracts made by Buyer with any general contractor, agent, employee, independent contractor or any other person in connection with the development of the Subject Property and any construction related thereto shall contain language similar to that recited in Sections 33.1 and 33.2 above.

33.4. **Local Vendors and Contractors.** Buyer shall endeavor to employ local vendors and contractors when and to the extent economically feasible in the construction process and in the ongoing marketing and management of the development of the Subject Property, including advertising in local publications and media for available positions that are not filled by reassignment of existing employees.

### **34. THIRD PARTIES**

34.1. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Seller and the Buyer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Seller or Buyer, nor shall any provision give any third parties any rights or subrogation or action over or against either the Seller or Buyer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

### **35. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED**

35.1. Nothing in this Agreement, or any actions of the parties to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

**36. NO PERSONAL LIABILITY OF VILLAGE OFFICIALS**

36.1. No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, officer, partner, member, director, agent, employee, consultant or attorney of the Seller in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Seller shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith, provided that the foregoing shall not exculpate any person for their willful or wanton misrepresentations.

**37. REPEALER**

37.1. To the extent that any ordinance, resolution, rule, order or provision of the Village Code, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling to the extent lawfully permitted.

**38. PRESUMPTIONS AND INTERPRETATION**

38.1. This Agreement shall be deemed to have been negotiated by and between the parties such that no presumption of draftsmanship shall inure to the detriment or benefit to either party. Moreover, this Agreement is to be liberally construed in order to give force and effect of the interest of parties to effectuate the orderly and efficient construction, completion and maintenance of the planned development contemplated herein.

**39. AUTHORITY TO EXECUTE.**

39.1. **The Parties hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by the Seller with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right.** The Seller is a home-rule community under the Law of the State of Illinois and enters into this Agreement pursuant to such authority and by exercise of its home-rule powers. The Seller hereby warrants and represents to the Buyer that the person executing this Agreement on its behalf has been properly authorized to do so by the Mayor and Board of Trustees of the Seller. The Buyer further represents that, (1) the Buyer has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Subject Property as set forth herein, (2) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (3) neither the execution of this Agreement nor the performance of the obligations assumed by, as applicable, the Buyer hereunder will (i) result in a breach or default under any agreement to which the Buyer is a party or to which the Buyer or the Subject Property

is bound, or (ii) violate any statute, law, restriction, court order, or agreement to which the Buyer, or the Subject Property is subject.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE  
FOLLOWS]**

**IN WITNESS WHEREOF**, the parties set their hands and seals as of the date first written above.

**VILLAGE OF PARK FOREST**

**Attest:**

By: \_\_\_\_\_  
Thomas Mick, Village Manager

By: \_\_\_\_\_  
Sheila McGann, Village Clerk

State of Illinois        )  
                                  )  
County of Cook         )

The foregoing instrument was acknowledged before me by Thomas Mick, Village Manager, and Sheila McGann, Village Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, A. D.

- SEAL -

\_\_\_\_\_  
Notary Public

**BUYER:**

\_\_\_\_\_

**Attest:**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

State of \_\_\_\_\_ )  
                                  )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, its \_\_\_\_\_, and \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2009 A. D.

- SEAL -

\_\_\_\_\_  
Notary Public

This instrument was prepared by Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd., 179 North Chicago Street, Joliet, Illinois 60432

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 1 in Downtown Park Forest Unit 1 being a Subdivision of part of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36, all in Township 35 North, Range 13 East of the Third Principal Meridian, Village of Park Forest, in Cook County, Illinois.

PROPERTY ADDRESS: 202 Forest Boulevard, Park Forest, Illinois

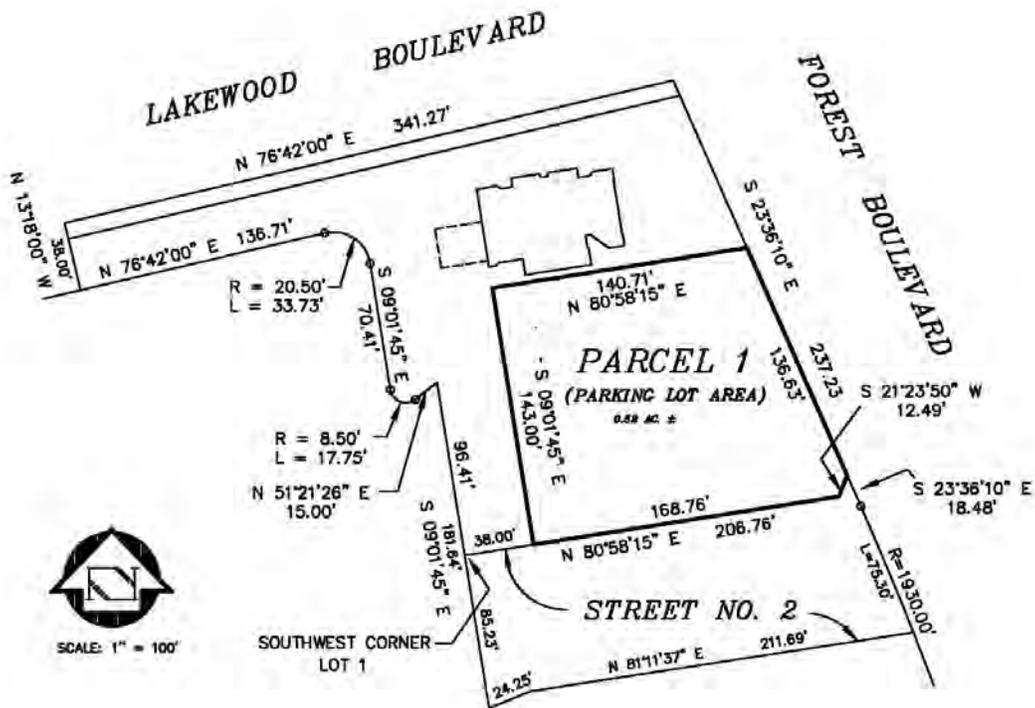
P.I.N. 31-36-200-044-0000

# EXHIBIT A

## EASEMENT PREMISES LEGAL DESCRIPTION

### PARCEL 1 (PARKING LOT AREA)

THAT PART OF THE SOUTH 143 FEET OF LOT 1 DOWNTOWN PARK FOREST UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36, ALLIN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, DESCRIBED AS BEING THE SOUTH 143 FEET OF SAID LOT 1 LYING 38.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1 MEASURED ALONG THE SOUTH LINE OF SAID LOT 1, AND BEING PARALLEL WITH THE WEST LINE OF SAID LOT 1, CONTAINING 0.52 ACRES MORE OR LESS, IN COOK COUNTY, ILLINOIS.



Property Address: 202 Forest Boulevard  
Park Forest, Illinois 60466

P.I.N. 31-36-200-044-0000

**EXHIBIT B**

**PARKING LOT REQUIREMENTS**

**EXHIBIT C**  
**EASEMENT AGREEMENT**

**PROPERTY ADDRESS:  
202 Forest Boulevard  
Park Forest, IL 60466**

**P.I.N. 31-36-200-044-0000**

**RETURN TO:**

**Village Clerk  
Village of Park Forest  
350 Victory Drive  
Park Forest, IL 60466**

**AGREEMENT FOR PUBLIC EASEMENT BETWEEN  
THE VILLAGE OF PARK FOREST AND SKENDER DEVELOPMENT, L.L.C.**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between, Skender Development, L.L.C., an Illinois limited liability company, with offices at 11912 Harold Avenue, Palos Heights, Illinois 60463 (hereinafter referred to as “GRANTOR”) and the Village of Park Forest, an Illinois Home Rule Municipal Corporation, with its principal office at 350 Victory Drive, Park Forest, Illinois 60466 (hereinafter referred to as the “GRANTEE”).

**RECITALS**

**WHEREAS**, GRANTOR represents that it owns certain real property in fee simple commonly known as 202 Forest Boulevard, Park Forest, Illinois 60466 (hereinafter “the SUBJECT PROPERTY”) and located in the County of Cook, State of Illinois; and

**WHEREAS**, the GRANTOR shall construct a parking lot and provide 15 spaces in the parking lot for use by the general public on the SUBJECT PROPERTY; and

**WHEREAS**, the GRANTOR has agreed to grant the GRANTEE a permanent easement for the purpose granting to the general public the right to use 15 spaces in the parking lot depicted on Exhibit A hereto as provided herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained herein, the parties agree that:

1. **RECITALS INCORPORATED.** The foregoing recitals are incorporated herein by reference as though fully set forth.

2. **PERMANENT EASEMENT GRANT.** GRANTOR grants to GRANTEE a permanent easement over, upon, along, under, through, and across the easement premises, depicted and legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the “EASEMENT PREMISES”), for the purpose of use by the general public for the parking of automobiles, motorcycles, and bicycles, including ingress and egress to such parking spaces. The EASEMENT PREMISES shall at all times be open for public use as a paved parking lot for such uses. Notwithstanding anything to the contrary herein, there shall be no overnight parking on the EASEMENT PREMISES and GRANTOR shall have the right to cause any vehicle parked overnight on the EASEMENT PREMISES to be towed by a licensed towing company.

3. **EASEMENT CONDITIONS.** This grant of easement shall be subject to the conditions that:

a) No permanent structures or buildings shall be constructed or placed on the EASEMENT PREMISES by GRANTOR. GRANTEE shall have the right to remove any such permanent structures or buildings;

b) No landscaping, gardens, shrubs, trees or other similar vegetation or items shall be placed on the EASEMENT PREMISES by GRANTOR that do not now or later conflict with the aforesaid uses or rights of GRANTEE. The GRANTEE shall have the right to trim or remove such landscaping, gardens, shrubs, trees, or other

similar vegetation or items on the EASEMENT PREMISES that interfere with the operation or use of the EASEMENT PREMISES as a parking lot for use by the general public.

c) GRANTEE shall also have the right from time-to-time to enter on to the EASEMENT PREMISES and clear any obstructions from the surface and subsurface as may be required incident to the grant herein given on the EASEMENT PREMISES that interfere with the operation or use of it as public parking lot.

d) All construction by any entity within the EASEMENT PREMISES shall be performed in accordance with the various requirements of the ordinances and regulations of the Village of Park Forest.

e) GRANTOR reserves the right of access across the EASEMENT PREMISES.

4. **HOLD HARMLESS.** GRANTOR shall defend and hold GRANTEE harmless from any and all claims, causes of actions, damages, lawsuits and/or administrative proceedings , including attorney's fees, costs and expenses, now or hereafter existing and resulting from the use of the EASEMENT PREMISES, including the public's use, and from the construction of the public parking lot referenced herein, except for GRANTEE's own negligent or willful acts or omissions.

5. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and enure to the successors, tenants and representatives of the parties hereto.

6. **HOMESTEAD WAIVER.** The GRANTOR hereby release and waive all rights under the Homestead Exemption laws of the State of Illinois.

7. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and

modifications to his Agreement must be in writing and must be signed by all parties to this Agreement.

8. **COVENENANT RUNNING WITH THE LAND.** This easement and the promises contained in this Agreement shall be a covenant running with the land and shall be binding upon the GRANTEE, GRANTOR and any of their lessees, successors in interest, heirs, devisees and assigns from and after the date of execution by the parties hereto.

9. **LAW GOVERNING.** The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOW]**

**IN WITNESS WHEREOF**, the parties set their hands and seals as of the date first written above.

**GRANTOR - SKENDER DEVELOPMENT, L.L.C.**

\_\_\_\_\_  
By:  
Its:

State of Illinois        )  
  )  
County of Cook        )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of the Skender Development, L.L.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2009, A. D.

- seal -

\_\_\_\_\_  
Notary Public

**FOR THE GRANTEE – VILLAGE OF PARK FOREST**

By: \_\_\_\_\_  
Thomas Mick  
Village Manager

Attest  
By: \_\_\_\_\_  
Sheila McGann  
Village Clerk

State of Illinois        )  
  )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by Thomas Mick, Village Manager, and Sheila McGann, Village Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, A. D.

-seal-

\_\_\_\_\_  
Notary Public

This instrument was prepared by Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd., 179 North Chicago Street, Joliet, Illinois 60432

**EXHIBIT D**

**LEASE AGREEMENT**

**EXHIBIT E**

**LEASE AMENDMENT NO. 2**

**EXHIBIT F**

**TRANSFEE ASSUMPTION AGREEMENT**

**THIS TRANSFEREE ASSUMPTION AGREEMENT**, made as of this \_\_\_\_ day of \_\_\_\_\_ 20[\_\_\_], by and among \_\_\_\_\_, (the “Owner”), \_\_\_\_\_ (the “Transferee”), and the Village of Park Forest, an Illinois municipal corporation (the “Village”).

**WITNESSETH:**

**WHEREAS**, the Transferee purchased from the Owner certain real property situated in Park Forest, Cook County, Illinois, legally described in **Exhibit A** attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

**WHEREAS**, the Transferee now is the legal owner of the Subject Property; and

**WHEREAS**, as a condition to the conveyance of the Subject Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Real Estate Sales Agreement by and between the Village of Park Forest and \_\_\_\_\_ (“Owner”) dated as of \_\_\_\_\_, 200\_\_, and recorded in the Office of the Cook County Recorder of Deeds on \_\_\_\_\_, 200\_\_, as Document No. \_\_\_\_\_, by and between the Village and Owner, as amended from time to time.

**NOW, THEREFORE**, in consideration of the agreement of the Owner to convey the Subject Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the Village, the Owner, and the Transferee as follows:

**Section 1. Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

**Section 2. Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Real Estate Sales Agreement, including all exhibits and attachments thereto, as they relate to any and all improvements on or for the Subject Property and regardless of whom the terms, requirements, and obligations are to be performed and provided for by, or on whom they are imposed.

**Section 3. Acknowledgment and Release of Transferor.** The Village hereby acknowledges its agreement to the Transferee’s assumption of the obligations to comply with the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Owner from any personal liability for

failure to comply with the terms, requirements, and obligations of the Development Agreement, but only as they relate to improvements on or for the Subject Property.

**[Section 4. Trustee Exculpation.** *This Agreement is executed by \_\_\_\_\_ not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by \_\_\_\_\_ are undertaken by it solely as Trustee as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against the Trustee by reason of any of terms, provisions, stipulations, covenants, conditions, and/or statements contained in this Agreement. Any such liability shall be asserted instead against the property contained in Trust Number \_\_\_\_\_ or the beneficiaries thereof or against.]*

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**VILLAGE OF PARK FOREST**

By: \_\_\_\_\_  
Village Mayor

**ATTEST:**

\_\_\_\_\_  
Village Clerk

**OWNER**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**[TRANSFereeE]**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

## AGENDA BRIEFING

**DATE:** May 1, 2009

**TO:** Mayor John Ostenburg  
Board of Trustees

**FROM:** Thomas K. Mick, Village Manager  
Mary G. Dankowski, Deputy Village Manager/Finance Director

**RE:** Fiscal Year 2009/2010 Budget Introduction

**BACKGROUND/DISCUSSION:** The draft Fiscal Year 2009/2010 Budget was distributed May 1, 2009. There will be a public introduction to the Budget at the Rules Meeting on Monday, May 4. The overview will focus on the Budget process, schedule, format and key points. The schedule for the review sessions is attached. **Please bring your budget to each of the review sessions.** Copies of chapters one and two will be duplicated and available for the public at each of the Board meetings between now and the end of June and at all the review sessions. All review sessions are open to the public. Also, copies of the budget will be forwarded to the Park Forest Public Library.

Procedurally, feel free to write in your copy of the Budget. If you find grammatical or typing errors, please place a “post-it” note on the page so we can correct the errors. After Budget adoption, you will receive a clean, corrected copy. If you want your written-in version returned to you, please let us know.

At the Monday, May 4 Rules Meeting, staff will make every attempt to make the presentation clear to our residents by utilizing a PowerPoint presentation.

The budget, as presented, is balanced with the use of a portion of the General Fund balance. Board goals established and initiated with the 2008 tax levy, of economic development, infrastructure maintenance and marketing are included in the Budget presented. The Budget addresses and defines the following financial challenges:

### **Major Financial Challenges**

1. Weathering the Storm (Impacts of the Economic Downturn on the Village)
2. Preparation for Stimulus Funding and Economic Turnaround
3. Village Infrastructure and Maintenance
4. Continuation of New Initiatives

The Budget also includes implementation programs to address the 2009/2010 Budget Priorities established by the Board.

**2009/2010 BUDGETARY PRIORITIES:**

- Maintain excellence in governing and create a more participatory government.
- Become a change agent for amending the state school funding mechanism.
- Develop methods for improving Board and Staff relations with School District 163.
- Increase commercial, business and residential development in the Village.
- Improve Village services and infrastructure.
- Increase citizen involvement in, and awareness of, the life of the Village.

In addition, the budget includes a continuation of efforts to achieve the Vision for 2012 established in the prior year's document.

**Vision for 2012**

- 1) Legacy Square Phase II complete
- 2) Hidden Meadows development well underway
- 3) Aqua Center renovated and thriving
- 4) New logo fully integrated in signage, vehicles, water towers and all Park Forest designations
- 5) Residential marketing campaign successful in generating interest in housing of targeted population
- 6) Western Avenue resurfaced and widened
- 7) Orchard Avenue reconstructed
- 8) Water main replacement program enhanced by grant funds received
- 9) Norwood Square operating as a sales tax generating center

Attached is the Budget Review Schedule. For nighttime Budget reviews scheduled at 6:30 p.m., a light dinner will be provided. On Saturday May 30, the review is scheduled for 8:00 a.m. and is expected to end at noon. Therefore, breakfast will be provided. If any Board member has any questions during this process, please do not hesitate to call the Manager or Finance Director. Relevant information will be shared with all Board members.

**SCHEDULE FOR CONSIDERATION:** This matter will appear on the Agenda of the Rules Meeting of Monday, May 4, 2009 for discussion.

**VILLAGE BOARD  
BUDGET REVIEW SCHEDULE  
2009/2010**

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<u>Saturday, May 2</u>	8:30 a.m.	-	Introduction and Overview
		-	Financial Summary & Challenges
		-	Public Works Department
		-	MFT
		-	Water
		-	Sewer
		-	Municipal Parking
		-	Refuse
		-	Vehicle Services
		-	CDBG
<u>Monday, May 4</u>	8:00 p.m.	-	Board/Public Introduction of Budget
<u>Tuesday May 5</u>	6:30 p.m.	-	Health Department
		-	Community Development
		-	Housing
		-	Recreation & Parks
		-	Building & Grounds
		-	Aqua Center
		-	Tennis & Health Club
		-	Vehicle Services
<u>Wednesday, May 27</u>	6:30 p.m.	-	Economic Development
		-	DownTown
		-	TIF
		-	Capital Projects
		-	Police Department
		-	Vehicle Services
		-	Fire Department
		-	Vehicle Services
<u>Thursday, May 28</u>	6:30 p.m.	-	Administration/Finance
		-	Manager's Office
		-	Boards and Commissions
		-	Legal
		-	Finance
		-	Vehicle Services
		-	Bond Retirement
		-	Retirement Funds
<u>Saturday, May 30</u>	8:00 a.m.	-	Outstanding Issues
<u>Monday, June 1</u>	8:00 p.m.	-	Board/Public Presentation of Budget

## AGENDA BRIEFING

**DATE:** April 27, 2009

**TO:** Mayor John Ostenburg  
Board of Trustees

**FROM:** Traci Apt, Administrative Assistant  
Fire Department

**RE:** Ambulance Fee Increase

### **BACKGROUND/DISCUSSION:**

In March of last year we presented a revision of the ambulance billing fee schedule to the Board of Trustees as our fees had fallen well below the Medicare Fee Schedule. Because of the significant increase required to bring our fees in line with Medicare's, we pledged to annually review our rates based on the release of the Medicare Fee Schedule update to insure future increases are as minimal as possible.

After reviewing the current Medicare Fee Schedule provided to us by Andres Medical Billing, our rates have once again fallen below the Medicare minimums. Fortunately, due to our fee increase last year, we are currently only slightly below the Medicare minimums.

As you know, it is important for our rates to be at or above the Medicare minimums in order to receive the maximum payment allowable. Below you will find information detailing our current ambulance rates (Table 1) as well as the current Medicare Fee Schedule rates (Table 2) for our area (locality 16). Table 2 included the difference between our current rate and the current Medicare minimum for each category.

Resident Rates		Non-resident Rates	
BLS	\$350.00	BLS	\$600.00
ALS	\$425.00	ALS	\$700.00
ALS2	\$600.00	ALS2	\$750.00
Mileage	\$6.50/mile	Mileage	\$6.50/mile
Treat-No Transport	\$100.00	Treat-No Transport	\$200.00

Table 1

Medicare Fee Schedule		
Category	Rate	Difference
BLS	\$361.31	<b>-\$11.31</b>
ALS	\$429.05	<b>-\$4.05</b>
ALS2	\$621.00	<b>-\$21.00</b>
Mileage	\$6.87/mile	<b>-\$ .37</b>

Table 2

**RECOMMENDATION:**

Based on the current Medicare Fee Schedule, I am recommending the following increases to our current ambulance rates:

Resident

- Increase BLS Rate from \$350 to \$365 (+\$15 / 4.3% increase)
- Increase ALS Rate from \$425 to \$435 (+\$10 / 2.35% increase)
- Increase ALS2 Rate from \$600 to \$630 (+\$30 / 5% increase)
- Increase Mileage Rate from \$6.50 to \$7.00 (+\$.50 / 7.6% increase)

Non-Resident

- Increase BLS Rate from \$600 to \$615 (+\$15 / 2.5% increase)
- Increase ALS Rate from \$700 to \$710 (+\$10 / 1.43% increase)
- Increase ALS2 Rate from \$750 to \$780 (+\$30 / 4% increase)
- Increase Mileage Rate from \$6.50 to \$7.00 (+\$.50 / 7.6% increase)

Our new fee schedule would then be as follows:

<b>Resident Rates</b>		<b>Non-resident Rates</b>	
BLS	\$365.00	BLS	\$615.00
ALS	\$435.00	ALS	\$710.00
ALS2	\$630.00	ALS2	\$780.00
Mileage	\$7.00/mile	Mileage	\$7.00/mile
Treat-No Transport	\$100.00	Treat-No Transport	\$200.00

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Rules meeting of May 4, 2009, for discussion.

**ORDINANCE No. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES,  
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS.**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that Chapter 42, Section 42-14 is amended by replacing the language in subsection (1) with the following language:

Sec. 42-14. Rates and levels of fire service.

(1) The following rates for emergency medical services shall apply:

	Resident	Non-Resident
Basic Life Support	\$ 365.00	\$ 615.00
Advanced Life Support	\$ 435.00	\$ 710.00
Advanced Life Support 2	\$ 630.00	\$ 780.00
Mileage (per mile)	\$ 7.00	\$ 7.00
Treat/No Transport	\$ 100.00	\$ 200.00

This ordinance will become effective on June 1, 2009.

Passed this \_\_\_\_\_ day of May, 2009.

AYES:

NAY:

ABSENT:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **AGENDA BRIEFING**

**DATE:** April 30, 2009

**TO:** Mayor John Ostenburg  
Board of Trustees

**FROM:** Kenneth Eyer,  
Director of Public Works

**RE:** Request to enter into an Engineering Service agreement for South System  
Flood Testing

### **BACKGROUND/DISCUSSION:**

In 2005, Thorn Creek Basin Sanitary District (TCBSD) imposed Infiltration and inflow (I&I) limits on the six communities that belong to the District. These communities were required to develop and submit a 10 year plan to meet the compliance requirements. As part of the Park Forest compliance plan to find and remove I&I, the Board approved an Engineering Services agreement with Baxter & Woodman (March 12, 2007) to conduct flow testing on the south area of the Village sanitary sewer system. From the results of the flow testing the 3 areas with the highest I & I were smoke tested. The results of the smoke testing pin-pointed areas of probable cross connection with the storm sewer. As a continuation of this project Baxter & Woodman submitted a proposal to flood test these nine locations. The information from the flood testing will be used to determine the proper course of action to correct infiltration into the sanitary sewer.

Baxter & Woodman is submitting an Engineering Services Agreement to Flood test the nine locations found from smoke testing for the lump sum amount of \$23,500.

The Public Works Department recommends that the Board authorize the Village Manager to enter into this service agreement with Baxter & Woodman to continue with the compliance plan submitted to TCBSD.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Rules meeting of May 4, 2009 for Board discussion.

VILLAGE OF PARK FOREST, ILLINOIS  
SANITARY SEWER EVALUATION SURVEY  
SOUTH SYSTEM FLOOD TESTING

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***ENGINEERING SERVICES AGREEMENT***

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***THIS AGREEMENT*** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between the Village of Park Forest, Illinois, hereinafter referred to as the VILLAGE, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the ENGINEERS, for engineering services required by the VILLAGE for flood testing the sewers in the South Basin, hereinafter referred to as the PROJECT.

***WITNESSETH*** that in consideration of the covenants herein, these parties agree as follows:

***SECTION 1.*** The PROJECT consists of flood testing in the South Basin, as more completely described in Exhibit A, attached hereto. After written authorization by the VILLAGE, the ENGINEERS shall provide professional services for the PROJECT. These services will include serving as the VILLAGE's representative in all phases of the PROJECT, providing consultation and advice, and furnishing customary engineering services, as enumerated in Exhibit B, attached hereto.

***SECTION 2.*** The VILLAGE shall compensate the ENGINEERS for the professional services enumerated in Exhibit B hereof as follows:

2.1 The ENGINEERS' fee for the professional engineering services described in Exhibit B Sections 1 through 4 shall be a lump sum amount of \$23,500, ENGINEERS' Project No. 090423.30.

***SECTION 3.*** The parties hereto further mutually agree:

3.1 The ENGINEERS may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the VILLAGE in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the ENGINEERS may, after giving seven (7) days written notice to the VILLAGE, suspend services under this Agreement until the ENGINEERS have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.2 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the VILLAGE may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the ENGINEERS shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the VILLAGE shall receive reproducible copies of Drawings, Specifications and other documents completed by the ENGINEERS.

3.3 The ENGINEERS agree to hold harmless and indemnify the VILLAGE and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the ENGINEERS' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the VILLAGE or other consultants, contractors or subcontractors working for the VILLAGE, or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEERS and the VILLAGE they shall be borne by each party in proportion to its negligence.

The VILLAGE acknowledges that the ENGINEERS is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

The VILLAGE and ENGINEERS agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

3.4 For the duration of the PROJECT, the ENGINEERS shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the ENGINEERS' negligence in the performance of services under this Agreement. The VILLAGE shall be named as an additional insured on the ENGINEERS' general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

(1)	Worker's Compensation:	Statutory Limits
(2)	General Liability	
	Per Claim:	\$1,000,000
	Aggregate:	\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit:	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim and Aggregate:	\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate:	\$5,000,000/\$5,000,000

3.5 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the ENGINEERS and their officers, directors, employees, agents, and any of them, to the VILLAGE and anyone claiming by, through or under the VILLAGE, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the PROJECT or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEERS or their officers, directors, employees, agents or any of them, hereafter referred to as the "VILLAGE's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the ENGINEERS by their insurers in settlement or satisfaction of VILLAGE's Claims under the terms and conditions of ENGINEERS' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

The VILLAGE and ENGINEERS agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the PROJECT.

3.6 The ENGINEERS are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

3.7 The VILLAGE may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the ENGINEERS. If such changes cause an increase or decrease in the ENGINEERS' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an

equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the ENGINEERS shall be furnished without the written authorization of the VILLAGE.

3.8 All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the ENGINEERS pursuant to this Agreement are instruments of service in respect to the PROJECT, and the ENGINEERS shall retain the right of reuse of said documents and electronic media by and at the discretion of the ENGINEERS whether or not the PROJECT is completed. Reproducible copies of the ENGINEERS' documents and electronic media for information and reference in connection with the use and occupancy of the PROJECT by the VILLAGE and others shall be delivered to and become the property of the VILLAGE upon request; however, the ENGINEERS' documents and electronic media are not intended or represented to be suitable for reuse by the VILLAGE or others on additions or extensions of the PROJECT, or on any other project. Any such reuse without verification or adaptation by the ENGINEERS for the specific purpose intended will be at the VILLAGE's sole risk and without liability or legal exposure to the ENGINEERS, and the VILLAGE shall indemnify and hold harmless the ENGINEERS from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the ENGINEERS' documents and electronic media will entitle the ENGINEERS to claim and receive additional compensation from the VILLAGE. Electronic media are furnished without guarantee of compatibility with the VILLAGE's software or hardware, and the ENGINEERS' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The compensation for engineering services set forth in Section 2 hereof shall include supervision of any sewer televising subconsultant required by the ENGINEERS for the PROJECT. The ENGINEERS shall make all necessary arrangements, subject to the prior approval by the VILLAGE, and employ qualified subconsultants for all geotechnical subconsultant, subsurface exploration and/or laboratory services. The cost of such subconsultant and laboratory services is included in the ENGINEERS's not-to-exceed fee set forth in Section 2

3.10 The ENGINEERS are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 APPENDIX A if applicable.

3.11 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.12 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

**BAXTER & WOODMAN, INC.**

**VILLAGE OF PARK FOREST, ILLINOIS**

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:

*Barbara Robin*  
\_\_\_\_\_  
Deputy Secretary

\_\_\_\_\_  
Clerk

Attachment

VILLAGE OF PARK FOREST, ILLINOIS  
SANITARY SEWER EVALUATION SURVEY  
SOUTH SYSTEM FLOOD TESTING

EXHIBIT A

**PROJECT DESCRIPTION**

The PROJECT consists of flood testing approximately 9 locations identified in the south system smoke testing study. Each location was selected because evidence of cross connections was found between the existing storm and sanitary sewer systems. The results of the flood testing will be summarized in a final report, including recommendations and opinions of probable cost for rehabilitation. The recommendations may include point repairs, complete open cut replacement, or cured-in-place lining.

VILLAGE OF PARK FOREST, ILLINOIS  
SANITARY SEWER EVALUATION SURVEY  
SOUTH SYSTEM FLOOD TESTING

EXHIBIT B

**SCOPE OF SERVICES**

**Smoke Testing**

1. ADMINISTRATION & MEETINGS – Confer with the VILLAGE’s staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT.
2. PROJECT MANAGEMENT – Plan, schedule, and control the activities that must be performed to complete the PROJECT. These activities include, but are not limited to, budget, schedule, and scope.
3. RAINFALL SIMULATION / SIMULTANEOUS INTERNAL SEWER INSPECTION
  - Conduct dyed-water tests of the storm sewer system (in areas where smoke was identified during the smoke testing work) using inflatable plugs and dyed-water from adjacent fire hydrants.
  - Monitor the flows in the adjacent sanitary sewer system for evidence of the dyed-water.
  - Perform an internal televising inspection of the adjacent sanitary sewers.
  - Document results of the testing work.
4. FINAL REPORT – After completion of the flood testing, we will prepare a report including a summary of the work completed, the results of the various inspections and tests, and our recommendations for improvements to rehabilitate the defects located during our evaluation. The recommendations will include cost estimates and prioritizing of the improvements.

## **AGENDA BRIEFING**

**DATE:** April 30, 2009

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Kenneth Eyer

**RE:** Request to enter into an Engineering Service agreement for Smoke testing

### **BACKGROUND/DISCUSSION:**

In 2005, Thorncreek Basin Sanitary District (TCBSD) imposed Infiltration and inflow (I&I) limits on the six communities that belong to the District. These communities were required to develop and submit a 10 year plan to meet the compliance requirements. As part of the Park Forest compliance plan to find and remove I&I, the Board approved an Engineering Services agreement with Baxter & Woodman (February 25, 2008 ) to conduct flow testing on the North area of the Village sanitary sewer system. This project divided the north area into eleven (11) basins. These 11 basins were ranked on severity of I&I.

Smoke testing is a method used to find connections to the sanitary sewer that contributes unwanted stormwater. The proposal by Baxter & Woodman will smoke test the three (3) highest contributing areas (approximately 34,100 lineal feet) that were determined by flow testing. The cost to accomplish this work and provide a written report is \$17,600. This work is part of the 10 year compliance plan approved by TCBSD.

The Public Works Department requests that the Board authorize the Village Manager to enter into this engineering service agreement with Baxter & Woodman.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules meeting of May 4, 2009 for discussion.

VILLAGE OF PARK FOREST, ILLINOIS  
SANITARY SEWER EVALUATION SURVEY  
NORTH SYSTEM FLOW BASINS 1, 6 AND 8 SMOKE TESTING

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***ENGINEERING SERVICES AGREEMENT***

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***THIS AGREEMENT*** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between the Village of Park Forest, Illinois, hereinafter referred to as the VILLAGE, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the ENGINEERS, for engineering services required by the VILLAGE for smoke testing the sanitary sewers in the North System Flow Basins 1, 6 and 8, hereinafter referred to as the PROJECT.

***WITNESSETH*** that in consideration of the covenants herein, these parties agree as follows:

***SECTION 1.*** The PROJECT consists of smoke testing in Flow Basins 1, 6 and 8 as more completely described in Exhibit A, attached hereto. After written authorization by the VILLAGE, the ENGINEERS shall provide professional services for the PROJECT. These services will include serving as the VILLAGE's representative in all phases of the PROJECT, providing consultation and advice, and furnishing customary engineering services, as enumerated in Exhibit B, attached hereto.

***SECTION 2.*** The VILLAGE shall compensate the ENGINEERS for the professional services enumerated in Exhibit B hereof as follows:

2.1 The ENGINEERS' fee for the professional engineering services described in Exhibit B Sections 1 through 4 shall be a lump sum amount of \$17,600, ENGINEERS' Project No.090422.30.

***SECTION 3.*** The parties hereto further mutually agree:

3.1 The ENGINEERS may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the VILLAGE in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the ENGINEERS may, after giving seven (7) days written notice to the VILLAGE, suspend services under this Agreement until the ENGINEERS have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.2 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the VILLAGE may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the ENGINEERS shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the VILLAGE shall receive reproducible copies of Drawings, Specifications and other documents completed by the ENGINEERS.

3.3 The ENGINEERS agree to hold harmless and indemnify the VILLAGE and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the ENGINEERS' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the VILLAGE or other consultants, contractors or subcontractors working for the VILLAGE, or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEERS and the VILLAGE they shall be borne by each party in proportion to its negligence.

The VILLAGE acknowledges that the ENGINEERS is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

The VILLAGE and ENGINEERS agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

3.4 For the duration of the PROJECT, the ENGINEERS shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the ENGINEERS' negligence in the performance of services under this Agreement. The VILLAGE shall be named as an additional insured on the ENGINEERS' general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

(1)	Worker's Compensation:	Statutory Limits
(2)	General Liability	
	Per Claim:	\$1,000,000
	Aggregate:	\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit:	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim and Aggregate:	\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate:	\$5,000,000/\$5,000,000

3.5 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the ENGINEERS and their officers, directors, employees, agents, and any of them, to the VILLAGE and anyone claiming by, through or under the VILLAGE, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the PROJECT or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEERS or their officers, directors, employees, agents or any of them, hereafter referred to as the "VILLAGE's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the ENGINEERS by their insurers in settlement or satisfaction of VILLAGE's Claims under the terms and conditions of ENGINEERS' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

The VILLAGE and ENGINEERS agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the PROJECT.

3.6 The ENGINEERS are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

3.7 The VILLAGE may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the ENGINEERS. If such changes cause an increase or decrease in the ENGINEERS' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an

equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the ENGINEERS shall be furnished without the written authorization of the VILLAGE.

3.8 All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the ENGINEERS pursuant to this Agreement are instruments of service in respect to the PROJECT, and the ENGINEERS shall retain the right of reuse of said documents and electronic media by and at the discretion of the ENGINEERS whether or not the PROJECT is completed. Reproducible copies of the ENGINEERS' documents and electronic media for information and reference in connection with the use and occupancy of the PROJECT by the VILLAGE and others shall be delivered to and become the property of the VILLAGE upon request; however, the ENGINEERS' documents and electronic media are not intended or represented to be suitable for reuse by the VILLAGE or others on additions or extensions of the PROJECT, or on any other project. Any such reuse without verification or adaptation by the ENGINEERS for the specific purpose intended will be at the VILLAGE's sole risk and without liability or legal exposure to the ENGINEERS, and the VILLAGE shall indemnify and hold harmless the ENGINEERS from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the ENGINEERS' documents and electronic media will entitle the ENGINEERS to claim and receive additional compensation from the VILLAGE. Electronic media are furnished without guarantee of compatibility with the VILLAGE's software or hardware, and the ENGINEERS' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The compensation for engineering services set forth in Section 2 hereof shall include supervision of any sewer televising subconsultant required by the ENGINEERS for the PROJECT. The ENGINEERS shall make all necessary arrangements, subject to the prior approval by the VILLAGE, and employ qualified subconsultants for all geotechnical subconsultant, subsurface exploration and/or laboratory services. The cost of such subconsultant and laboratory services is included in the ENGINEERS's not-to-exceed fee set forth in Section 2

3.10 The ENGINEERS are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 APPENDIX A if applicable.

3.11 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.12 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

**BAXTER & WOODMAN, INC.**

**VILLAGE OF PARK FOREST, ILLINOIS**

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:

*Barbara DeBen*  
\_\_\_\_\_  
Deputy Secretary

\_\_\_\_\_  
Clerk

Attachment

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VILLAGE OF PARK FOREST, ILLINOIS  
SANITARY SEWER EVALUATION SURVEY  
NORTH SYSTEM FLOW BASINS 1, 6 AND 8 SMOKE TESTING

EXHIBIT A

**PROJECT DESCRIPTION**

The PROJECT consists of smoke testing approximately 34,100 lineal feet of sewer in the study area including providing smoke testing equipment and smoke bombs. The results of the smoke testing will be summarized in a final report, including recommendations and opinions of probable cost for rehabilitation. The recommendations may include additional Sanitary Sewer Evaluation Survey (SSES) work, such as flood testing and house inspection to identify private property Infiltration and Inflow (I/I).

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VILLAGE OF PARK FOREST, ILLINOIS  
SANITARY SEWER EVALUATION SURVEY  
NORTH SYSTEM FLOW BASINS 1, 6 AND 8 SMOKE TESTING

EXHIBIT B

**SCOPE OF SERVICES**

**Smoke Testing**

1. ADMINISTRATION & MEETINGS – Confer with the VILLAGE’s staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT.
2. PROJECT MANAGEMENT – Plan, schedule, and control the activities that must be performed to complete the PROJECT. These activities include, but are not limited to, budget, schedule, and scope.
3. SANITARY SEWER EVALUATION – Smoke Testing – Smoke testing of the sanitary sewers consists of forcing smoke under pressure into the sewer using high capacity blowers. During the time the smoke is being forced through the sewers, the crew quickly walks the area around the testing site to identify locations where smoke appears. Locations where smoke appears will be recorded. Smoke testing is often used to locate inappropriate connections such as downspouts, yard drains, and storm sewer inlets and manholes connected to the sanitary sewer. If the ground conditions are sufficiently dry, the smoke testing can also indicate the location of cracked sewer mains and service laterals. We recommend that the VILLAGE distribute a notification letter (drafted by Baxter & Woodman, Inc. with final version on VILLAGE letterhead) to all residents in the affected area describing the work being conducted.
4. FINAL REPORT – After completion of the smoke testing, we will prepare a report including a summary of the work completed, the results of the various inspections and tests, and our recommendations for improvements to rehabilitate the defects located during our evaluation. The recommendations will include cost estimates and prioritizing of the improvements.

## **AGENDA BRIEFING**

**DATE:** April 30, 2009

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Kenneth Eyer

**RE:** Request to enter into an Engineering Services Agreement for the Orchard Drive Water Main replacement.

**BACKGROUND/DISCUSSION:** At the South Suburban Mayors and Managers Association, Transportation Committee meeting held at the Village of South Chicago Heights on April 1, 2009, the Village of Park Forest was approved a stimulus package in the amount of \$409,000 to resurface Orchard Dr. from Sauk Trail to Lakewood. The water main that services the residences along Orchard Drive from Sauk Trail to Indianwood Boulevard is an old 8" line that has insufficient fire flow and is in poor condition. Public Works recommends that this water main be replaced prior to the resurfacing of Orchard Drive.

Baxter & Woodman will prepare the plans and specifications for this project, meeting the necessary dead lines for the lump sum price of \$21,500. Funding for this project will utilize the water fund. Baxter and Woodman currently is preparing the plans and specifications for the resurfacing of Orchard Drive. (Approved by the Board April 13, 2009). The resurfacing project is anticipated to be on the January Illinois Department of Transportation letting. The Village is projecting the water main work to be under construction this fall if the Board is in agreement with this.

The Department of Public Works requests the Board authorize the Village Manager to enter into this Engineering Service Agreement.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules meeting of May 4, 2009 for discussion.

VILLAGE OF PARK FOREST, ILLINOIS  
ORCHARD ROAD WATER MAIN REPLACEMENT

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***ENGINEERING SERVICES AGREEMENT***

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***THIS AGREEMENT*** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between the Village of Park Forest, Illinois, hereinafter referred to as the VILLAGE, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the ENGINEERS, for engineering services required by the VILLAGE for the design and construction of Orchard Road Water Main Replacements, hereinafter referred to as the PROJECT.

***WITNESSETH*** that in consideration of the covenants herein, these parties agree as follows:

***SECTION 1.*** The PROJECT consists of replacing the water main on Orchard Road from Sauk Trail to Lakewood Boulevard, as more completely described in Exhibit A, attached hereto. After written authorization by the VILLAGE, the ENGINEERS shall provide professional services for the PROJECT. These services will include serving as the VILLAGE's representative in all phases of the PROJECT, providing consultation and advice, and furnishing customary engineering and construction-related services, as enumerated in Exhibit B, attached hereto.

***SECTION 2.*** The VILLAGE shall compensate the ENGINEERS for the professional services enumerated in Exhibit B hereof as follows:

2.1 The ENGINEERS' fee for the preliminary design services described in Exhibit B Sections 1 through 19 shall be a lump sum amount of \$21,500, ENGINEERS' Project No. 090415.40.

2.2 The VILLAGE shall also reimburse the ENGINEERS for geotechnical, subsurface utility exploration, and/or laboratory services as set forth in Paragraph 3.9.

2.3 The ENGINEERS' fee for the construction-related services described in Exhibit B Sections 20 through 26 shall be negotiated between these parties and this Agreement amended accordingly prior to the commencement of said services.

2.4 The ENGINEERS' fee for the additional services described in Exhibit B Section 27 shall be computed on the basis of their hourly billing rates plus reimbursement of out-of-pocket expenses including automobile travel.

**SECTION 3.** The parties hereto further mutually agree:

3.1 The ENGINEERS may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the VILLAGE in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the ENGINEERS may, after giving seven (7) days written notice to the VILLAGE, suspend services under this Agreement until the ENGINEERS have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.2 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the VILLAGE may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the ENGINEERS shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the VILLAGE shall receive reproducible copies of Drawings, Specifications and other documents completed by the ENGINEERS.

3.3 The ENGINEERS agree to hold harmless and indemnify the VILLAGE and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the ENGINEERS' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the VILLAGE or other consultants, contractors or subcontractors working for the VILLAGE, or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEERS and the VILLAGE they shall be borne by each party in proportion to its negligence.

The VILLAGE acknowledges that the ENGINEERS is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

The VILLAGE and ENGINEERS agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

3.4 For the duration of the PROJECT, the ENGINEERS shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages

because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the ENGINEERS' negligence in the performance of services under this Agreement. The VILLAGE shall be named as an additional insured on the ENGINEERS' general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

(1)	Worker's Compensation:	Statutory Limits
(2)	General Liability	
	Per Claim:	\$1,000,000
	Aggregate:	\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit:	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim and Aggregate:	\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate:	\$5,000,000/\$5,000,000

3.5 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the ENGINEERS and their officers, directors, employees, agents, and any of them, to the VILLAGE and anyone claiming by, through or under the VILLAGE, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the PROJECT or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEERS or their officers, directors, employees, agents or any of them, hereafter referred to as the "VILLAGE's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the ENGINEERS by their insurers in settlement or satisfaction of VILLAGE's Claims under the terms and conditions of ENGINEERS' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

The VILLAGE and ENGINEERS agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the PROJECT.

3.6 The ENGINEERS are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement, and shall endeavor to

perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

3.7 The VILLAGE may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the ENGINEERS. If such changes cause an increase or decrease in the ENGINEERS' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the ENGINEERS shall be furnished without the written authorization of the VILLAGE.

3.8 All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the ENGINEERS pursuant to this Agreement are instruments of service in respect to the PROJECT, and the ENGINEERS shall retain the right of reuse of said documents and electronic media by and at the discretion of the ENGINEERS whether or not the PROJECT is completed. Reproducible copies of the ENGINEERS' documents and electronic media for information and reference in connection with the use and occupancy of the PROJECT by the VILLAGE and others shall be delivered to and become the property of the VILLAGE upon request; however, the ENGINEERS' documents and electronic media are not intended or represented to be suitable for reuse by the VILLAGE or others on additions or extensions of the PROJECT, or on any other project. Any such reuse without verification or adaptation by the ENGINEERS for the specific purpose intended will be at the VILLAGE's sole risk and without liability or legal exposure to the ENGINEERS, and the VILLAGE shall indemnify and hold harmless the ENGINEERS from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the ENGINEERS' documents and electronic media will entitle the ENGINEERS to claim and receive additional compensation from the VILLAGE. Electronic media are furnished without guarantee of compatibility with the VILLAGE's software or hardware, and the ENGINEERS' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The compensation for engineering services set forth in Section 2 hereof shall include supervision of any geotechnical subconsultant, subsurface utility exploration subconsultant and/or laboratory services required by the ENGINEERS for the PROJECT. The ENGINEERS shall make all necessary arrangements, subject to the prior approval by the VILLAGE, and employ qualified subconsultants for all geotechnical subconsultant, subsurface exploration and/or laboratory services. The cost of such subconsultant services shall be a separate expense to the VILLAGE and the VILLAGE shall reimburse the ENGINEERS for the actual costs of the geotechnical subconsultant, subsurface exploration and/or laboratory services plus five percent (5%) service charge upon submission of proper invoices.

3.10 The VILLAGE will provide the site for the PROJECT, and it warrants that all known hazardous materials on or beneath the site have been identified to the ENGINEERS. The ENGINEERS shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials.

3.11 During the progress of the construction work under this Agreement, the ENGINEERS shall continuously monitor their costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in Section 2 above, the ENGINEERS shall notify the VILLAGE of such anticipated increase, and the scope of services and/or the compensation for construction-related engineering services shall be adjusted by amendment to this Agreement. If the VILLAGE and the ENGINEERS cannot agree on the amount of extra compensation for said anticipated increase of engineering costs, this Agreement shall then be considered to be terminated to the mutual benefit of these parties, without penalty to either party.

3.12 The construction-related engineering services fee set forth in Section 2 above does not include any overtime hours for Resident Project Representatives. In the event the Contractor works more than eight (8) hours on any weekday, or works any time on Saturdays, Sundays or holidays, during which time Resident Project Representatives are required to be present, the VILLAGE shall pay the ENGINEERS extra compensation at the ENGINEERS' hourly rates on a time-and-a-half basis for all time of more than eight (8) hours on any weekday and all time on Saturdays, and on a double time basis for all time on Sundays and holidays.

3.13 The VILLAGE shall obtain from others and furnish to the ENGINEERS complete legal descriptions and plats of property surveys for the PROJECT which shall include, but not be limited to, location and staking of all necessary property lines and corners, public rights-of-way and secured easements, and zoning and deed restrictions.

3.14 The ENGINEERS shall complete the professional services described in Exhibit B Sections 1 through 16 within 90 consecutive calendar days from the date of the VILLAGE's written letter to proceed with the PROJECT.

3.15 The PROJECT will be partially funded through the Illinois EPA Public Water Supply Loan Program (PWSLP) and the ENGINEERS shall maintain books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois EPA or any of its authorized representatives shall have access to books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

All information and reports resulting from access to records pursuant to this section shall be disclosed to the Illinois EPA. The ENGINEERS shall have an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

Records under this section shall be maintained and made available during performance of project services under this Agreement and for 3 years after the final loan closing. In addition, those records that related to any dispute pursuant to Section 365.650 of the procedures for issuing loans from the PWSLP, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

The ENGINEERS warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the VILLAGE shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3.16 The ENGINEERS agree to take affirmative steps in accordance with Executive Orders 11652 and 12138 to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services consistent with the provisions of the Illinois EPA's Operating Agreement with the U.S. EPA.

3.17 The ENGINEERS are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 APPENDIX A if applicable.

3.18 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.19 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

**BAXTER & WOODMAN, INC.**

**VILLAGE OF PARK FOREST, ILLINOIS**

By Steve A. Larson  
Vice President

By \_\_\_\_\_  
Village Manager

April 27, 2009  
Date of Signature

\_\_\_\_\_  
Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:

Barbara Toben  
Deputy Secretary

\_\_\_\_\_  
Clerk

Attachment

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VILLAGE OF PARK FOREST, ILLINOIS  
ORCHARD ROAD WATER MAIN REPLACEMENT

EXHIBIT A

**PROJECT DESCRIPTION**

The PROJECT includes water main improvements consisting of replacement of approximately 1,870 lineal feet of existing 8-inch water main with approximately 1,700 lineal feet of 10-inch and 170 lineal feet of 8-inch water main on Orchard Road from Sauk Trail to Indianwood Boulevard. This PROJECT includes replacing water services from the new corporation stop to the new water service (buffalo) box. The PROJECT does not include reconstruction of the streets, drainage structures, utilities, or drives except in those circumstances that existing improvements are damaged during construction and can not be replaced as part of the VILLAGE's LAPP Project. Where possible, the water main will be installed in the parkway outside of the pavement except at street crossings. Trenches will be restored with topsoil and sod or a pavement patch.

VILLAGE OF PARK FOREST, ILLINOIS  
ORCHARD ROAD WATER MAIN REPLACEMENT

EXHIBIT B

**SCOPE OF SERVICES**

**DESIGN DELIVERABLES/SUBDELIVERABLES**

**PRELIMINARY DESIGN**

1. PROJECT MANAGEMENT
  - Plan, schedule and control the activities that must be performed to complete the PROJECT. These activities include, but are not limited to, budget, schedule, and scope. Submit a weekly status report via email that describes the tasks completed that week and outlines goals for the following week.
2. CONDUCT PROJECT KICK-OFF MEETING
  - A PROJECT kick-off meeting with VILLAGE staff and the PROJECT team will be held for the PROJECT. The purposes of the meeting are to establish clear lines of communication, introduce the VILLAGE staff to the team members, and establish the VILLAGE's detailed needs, objectives, and goals for the PROJECT. The meeting will also be utilized to obtain information, plans, atlases, and other data to be supplied by the VILLAGE, and set schedules and guidelines for future design meetings.
3. EXISTING CONDITIONS/IN-HOUSE REVIEW
  - Review existing plans, atlases, plats, and reports.
  - Create lists of missing or conflicting data.
4. CADD FOR TOPO SHEETS
  - Develop base sheets of natural and man made features from topographic survey data obtained from the LAPP PROJECT, including creating lists of deficient items for clarification at future site visits.
5. SITE VISITS FOR DESIGNERS
  - Conduct site visits by designer(s) of water main during the design phase to clarify any discrepancies on the plans, select routes for pipe, and investigate pipe installation methods.
6. MEETINGS WITH VILLAGE STAFF

- Conduct meetings with staff at times during the design of the PROJECT to clarify staff wishes, design questions, and/or construction methods.
- Design meetings will normally consist of one preliminary “red” line meeting, where the initial layout of the water main is approved prior to insertion into the plans, one meeting at approximately 75 percent completion, and one final meeting at 95 percent completion.

7. UTILITIES – CONTACTS AND COORDINATION

- Conduct a Design Locate with JULIE, which consists of obtaining names and phone numbers of all utilities located within the work area.
- Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.

**DETAILED DESIGN**

8. PROJECT MANAGEMENT

- Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by the VILLAGE.
- Coordinate the selection of a geotechnical subconsultant to make soil borings, collect and analyze soil samples, determine groundwater levels and prepare a written report for structural design.

9. CADD FOR DETAILED DESIGN

- Provide detailed computer-aided drafting of water main and appurtenances locations and construction requirements.
- Indicate location of all utilities that can be obtained from utility company atlases.
- Create all legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.

10. PLANS

- Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by the VILLAGE.

11. SPECIFICATIONS

- Prepare for review and approval by the VILLAGE and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions,

where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

12. **PEER AND CONSTRUCTABILITY REVIEWS**
  - Conduct QA/QC peer reviews of drawings and specifications.
  - Utilize Construction Department personnel to provide a review of drawings and specifications.
  - Make corrections based upon comments from both engineering and construction department comments.
  
13. **ENGINEERS' OPINION OF PROBABLE COST**
  - Prepare a final opinion of the probable total PROJECT cost including construction cost, construction engineering services, contingencies, and, on the basis of information furnished by the VILLAGE, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the PROJECT.

#### **AGENCY PERMIT SUBMITTALS**

14. **IEPA/DPWS**
  - Submit the design documents to the agency for permit to construct, own, and operate the PROJECT.

#### **LOAN/GRANT SUBMITTALS**

15. **IEPA WATER**
  - Provide necessary documentation for specifications to comply with loan or grant requirements.

#### **PROJECT BID**

16. **ASSISTANCE TO BIDDERS**
  - Set bid dates with VILLAGE, create Advertisement for Bids (AFB), provide AFB to VILLAGE for publication, and mail advertisement to selected prospective bidders.
  - Answer bidders' questions during bid period.
  
17. **ADDENDUMS**
  - Issue necessary addenda to all plan holders as necessary.
  
18. **ATTEND BID OPENING**

- Attend bid opening with VILLAGE personnel and assist in reviewing and checking of bid package submittals as required.
19. **TABULATE BIDS & ISSUE LETTER OF RECOMMENDATION**
- Tabulate all bids received and review all bid submittals to verify bid is responsive and responsible.
  - Issue a Letter of Recommendation to Award the construction contract to the VILLAGE for their action.

## **CONSTRUCTION SERVICES DELIVERABLES**

20. Act as the VILLAGE's representative with duties, responsibilities and limitations of authority as assigned in the Construction Contract Documents.
21. **PROJECT INITIATION**
  - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
  - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
22. **CONSTRUCTION ADMINISTRATION**
  - Attend periodic construction progress meetings.
  - Check, Review, and Approve Shop Drawings, Manufacturer's Literature, Samples, and other submittals by the Contractor, but only for compliance with the Drawings and Specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the Construction Contract Documents.
  - Prepare for construction layout and staking.
  - Review construction record drawings for completeness prior to submission to CADD.
  - Prepare Construction Contract Change Orders and Work Directives when authorized by the VILLAGE.
  - Review the Contractor's requests for payments as construction work progresses, and advise the VILLAGE of amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
  - Research and prepare written response by ENGINEERS to requests for information from the VILLAGE and Contractor.
  - Visit site as needed by project manager or other office staff.
23. **FIELD OBSERVATION**
  - Provide Resident Project Representatives at the construction site on either a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, or on a periodic part-time basis from the ENGINEERS' office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by the ENGINEERS, to stake-out construction lines and grades, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to

monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the ENGINEERS. The VILLAGE understands and acknowledges that the ENGINEERS are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the PROJECT, and the ENGINEERS do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the ENGINEERS are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the VILLAGE of the construction progress and working days charged against the Contractor's time for completion.

24. SUBSTANTIAL COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- Prepare Certificate of Substantial Completion.

25. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the PROJECT is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the PROJECT by the VILLAGE.
- Review the Contractor's requests for final payment, and advise the VILLAGE of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
- Prepare construction record drawings which show field measured dimensions of the completed work which the ENGINEERS consider significant and provide the VILLAGE with one set of reproducible record drawings within ninety (90) days of the PROJECT completion.

26. PROJECT CLOSEOUT

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

27. **WARRANTY AND ANNIVERSARY SERVICES**

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services after the original construction contract final completion date for the PROJECT.
- Provide construction-related engineering services regarding warranty/anniversary work by the Contractor after the PROJECT, or parts thereof, has been accepted for operational use by the VILLAGE. Such services will include, but not be limited to assistance to the VILLAGE in enforcing the Contractor's guaranty to repair or replace defective work within the warranty time stated in the Construction Contract Documents for the PROJECT.

## **AGENDA BRIEFING**

**DATE:** April 30, 2009

**TO:** President Ostenburg  
Board of Trustees

**FROM:** Kenneth Eyer

**RE:** A Resolution Authorizing the Village to Participate in the State of Illinois Federal Surplus Property Program

**BACKGROUND/DISCUSSION:** The Illinois State Agency for Federal Surplus property, operated by the State of Illinois Department of Central Management Services, warehouses various federal surplus items which are available for donation to municipalities. Municipalities are required to pay service and handling fees associated with the donation.

We have purchased surplus property in the past at a significant savings to the Village. Based on the equipment available, this appears to be a good source for equipment such as motors, generators, pumps and other equipment used in the Village of Park Forest's Public Works operation. In most cases the service and handling fees associated with the property donation are significantly less than the value of the item. However, the availability of the property is unpredictable.

In order for the Village to maintain its status as an eligible donee of Federal Surplus Property through the State program we have to update our eligibility record. This includes completing the application for eligibility, the authorized representatives form, and a non-discrimination assurance form. All of the above reiterates who is authorized to use the service, that the Village is non-discriminatory, and that any items and equipment acquired will be for the Village use only.

**RECOMMENDATION:** Authorize agreement with the Illinois State Agency for Federal Surplus Property for donation of surplus property.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules meeting of May 4, 2009 for consideration.

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE VILLAGE TO PARTICIPATE IN THE STATE OF ILLINOIS FEDERAL SURPLUS PROPERTY PROGRAM**

**WHEREAS**, the Village of Park Forest has limited fiscal resources available for the procurement of heavy-duty construction equipment, vehicles, commodities, and other property; and

**WHEREAS**, the State of Illinois' Federal Surplus Property Program offers a variety of surplus property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

**WHEREAS**, the Village of Park Forest agrees to the following terms and conditions: to use the surplus property only in the official program which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees it will not sell, loan, trade or tear down the property without written consent from the State of Illinois; and

**WHEREAS**, the Village of Park Forest understands that surplus property must be used in an authorized program and that personal use or non-use of surplus property is not allowed;

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of Park Forest that they do hereby consent and decree that the Village of Park Forest is authorized to participate in the State of Illinois Federal Surplus Property Program.

**ADOPTED** this                      day of    , 2009.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village Clerk

ILLINOIS STATE AGENCY FOR FEDERAL SURPLUS PROPERTY

State and Federal Property Management  
1924 South 10 1/2 Street  
Springfield IL 62703

APPLICATION FOR ELIGIBILITY

To Receive Federal Surplus Property (41 CFR 101-44-207)

Federal Surplus Account Number Issued: 016-H-007

I. LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

VILLAGE OF PARK FOREST 36-6006040  
Name of Organization Federal Tax ID #

350 VICTORY DRIVE, PARK FOREST, IL 60466  
Mailing Address (P.O. Box #, Street, City & State) Zip Code

COOK & WILL 708, 503-7702  
Street Address/ Location (if different from mailing address) Telephone #  
County

II. APPLICANT STATUS (CHECK ONE):

- Public Agency including Public Schools  Nonprofit, tax-exempt organization (Provide Evidence)  
(check one)  Nonprofit Health -OR-  Nonprofit Education

III. TYPE OR PURPOSE OF ORGANIZATION:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> State                   | <input type="checkbox"/> College or University         | <input type="checkbox"/> Child Care Center   |
| <input type="checkbox"/> County                  | <input type="checkbox"/> Secondary School              | <input type="checkbox"/> Museum              |
| <input checked="" type="checkbox"/> City/Village | <input type="checkbox"/> Elementary School             | <input type="checkbox"/> Training Ctr.       |
| <input type="checkbox"/> Education               | <input type="checkbox"/> Program for Older Individuals | <input type="checkbox"/> Radio/TV Station    |
| <input type="checkbox"/> Health                  | <input type="checkbox"/> Library                       | <input type="checkbox"/> Nursing Home        |
| <input type="checkbox"/> Township                | <input type="checkbox"/> Hospital                      | <input type="checkbox"/> Health Ctr/ Clinic  |
| <input type="checkbox"/> Road Dist.              | <input type="checkbox"/> School for Handicapped        | <input type="checkbox"/> Assistance to Needy |
| <input type="checkbox"/> Public Safety           | <input type="checkbox"/> Assistance to Homeless        | <input type="checkbox"/> Other _____         |

IV. PROVIDE A WRITTEN DESCRIPTION OF PROGRAM OR SERVICES OFFERED, INCLUDING A DESCRIPTION OF FACILITIES OPERATED. (REQUIRED)

V. SOURCES OF FUNDING (ATTACH SUPPORTING DOCUMENTATION):

- Tax Supported  Grant  Contributions  Other (Specify) MFT

VI. HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1954: N/A (COPY REQUIRED)

VII. HAS THE ORGANIZATION BEEN APPROVED, ACCREDITED, OR LICENSED? \_\_\_\_\_ (COPY REQUIRED) BY WHAT AUTHORITY? N/A

VIII. \_\_\_\_\_  
Date Applicant Signature

ILLINOIS STATE AGENCY FOR FEDERAL SURPLUS PROPERTY

State and Federal Property Management  
1924 South 10 1/2 Street  
Springfield IL 62703

AUTHORIZED REPRESENTATIVES

I. LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

VILLAGE OF PARK FOREST THOMAS K. MICK  
Name of Organization Administrative Head

350 VICTORY DRIVE, PARK FOREST, IL 60466  
Mailing Address (P.O. Box #, Street, City & State) Zip Code

Street Address/Location (if different from mailing address)

COOK & WILL 708 503-7702  
County Telephone #

RONALD C. ERICKSON 708 503-6599  
Send Correspondence to the Above Named Representative Fax #

(If you have an e-mail address and wish us to contact you in this manner, please specify address on line given below)  
Federal Tax ID#:

II. THE FOLLOWING REPRESENTATIVES ARE DESIGNATED TO:

- A. Represent Donee Organization as its authorized agent; and
- B. Acquire Federal surplus property on behalf of the Donee Organization; and
- C. Obligate necessary Donee Organization funds for this purpose; and
- D. Execute Distribution Documents binding the Donee Organization to the terms, conditions, reservations, and restrictions applying to Property obtained through the agency.

III.  NEW DESIGNATIONS  
(Delete all previous authorizations)

ADDITIONAL DESIGNATIONS ONLY  
(Add to previous authorizations)

IV. REPRESENTATIVES

Name	Title	Signature
RON ERICKSON	CHIEF WATER PLANT OPERATOR	Ronald Erickson
MIKE GASSER	ASST. CHIEF W.P. OPERATOR	Michael Gasser
<del>BOB KISER</del>	<del>PUBLIC WORKS SUPERINTENDENT</del>	<del>Bob Kiser</del>
CHUCK ALEXANDER	CREW CHIEF	Chuck Alexander
MIKE CARROLL	CREW CHIEF	Michael A. Carroll

V. CERTIFICATION

\_\_\_\_\_  
Date  
LENGTH OF ELIGIBILITY GRANTED BY CMS:  
\_\_\_\_\_  
YEAR(S)  
(FOR STATE AGENCY USE ONLY)

\_\_\_\_\_  
Signature of Authorized Official (Applicant)  
VILLAGE MANAGER  
\_\_\_\_\_  
Title

ILLINOIS STATE AGENCY FOR FEDERAL SURPLUS PROPERTY

State and Federal Property Management
1924 South 10 1/2 Street
Springfield IL 62703

NONDISCRIMINATION ASSURANCE

LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

VILLAGE OF PARK FOREST
Name of Organization
350 VICTORY DRIVE, PARK FOREST, IL 60466
Mailing Address (P.O. Box #, Street, City & State) Zip Code

Street Address/ Location (If different from mailing address)
COOK & WILL 708, 503-7702
County

VILLAGE OF PARK FOREST, the donee,
(Name of Organization)

agrees that the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R. 101-6.2 and 101-B) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations, (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date

Signature of Authorized Official (Applicant)

FOR STATE AGENCY USE ONLY

This applicant has been determined: [ ] eligible [ ] ineligible [ ] conditionally eligible
as: [ ] a public agency [ ] nonprofit education [ ] nonprofit health

Account Number: \_\_\_\_\_

Eligibility Expires: \_\_\_\_\_

Date: \_\_\_\_\_

Director: \_\_\_\_\_

LENGTH OF ELIGIBILITY GRANTED: \_\_\_\_ YEAR(S)
(enter on Authorized Representatives page)

## **AGENDA BRIEFING**

**DATE:** April 29, 2009

**TO:** Mayor John Ostenburg  
Board of Trustees

**FROM:** Kenneth Eyer,  
Director of Public Works

**RE:** Illinois Street Pumping Station Improvements Project closeout

**BACKGROUND/DISCUSSION:** At its November 26, 2007 Regular Meeting, the Village Board awarded the Illinois Street lift station replacement contract to Jeffery Porter General Contractors, Inc. (16781 Torrence Avenue Lansing, Illinois) as the lowest responsible bidder, in the amount of \$223,380.00 plus a 10% contingency for a total amount of \$245,718.00.

Unforeseen circumstances raised the final cost of this project to 267,644.50. These circumstances were that the existing wet well needed additional work to seal the infiltration before the coating could be applied. This also required additional preparation and extended the number of by-pass pumping days required. This is covered under Change Orders numbers 1 thru 3. Change Order number 4 is required because of an electrical problem that prevented putting the pumps on line. This was finally traced to a transformer problem with ComEd. This cost is the additional by-pass pumping that was required during that period of time. Change order number 5 was required as the fence had to be increased to encompass the wet well. Change order number 6 is a credit for a change in material used to line the wet well and also a correction to change order number one.

The Department of Public Works requests the Board authorize the total amount paid to Jeffery Porter General Contractors for work completed to replace the Illinois Street lift station to be \$267,644.50. The Village has previously paid to the contractor \$243,011.60. The final check will be in the amount of \$24,632.90 with funding to come from the sewer fund

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Rules Meeting of May 4, 2009 for discussion.

RECEIVED

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

APR 13 2009

State of Indiana }
County of Lake } SS

PUBLIC WORKS DEPT

The affiant, Jeff Porter General Contractors Inc. being first duly sworn, on oath, deposes and says that he/she is President of Jeff Porter General Contractors Inc. that has a contract with Village of Park Forest owner Park Forest Pump Station for Park Forest Pump Station on the following described premises in said County, to-wit:

That, for the purpose of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due to them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

Table with 7 columns: 1 Name Address, 2 Kind of Work, 3 Adjusted Total Contract Including Extras and Credits, 4 Total Retained including this application, 5 Net Previously Paid, 6 Net Amount of This Payment, 7 Balance to Become Due (Incl. Ret.). Rows include Mobilization, Set Structure, Generator, Fencing, Austgen Electric Electrical, and Painting.

PAGE 1 TOTALS 138,380.00 .00 117230.00 21150.00 .00

Summary table with two columns. Left column: AMOUNT OF ORIGINAL CONTRACT \$ 223,380.00; EXTRAS TO CONTRACT 44,264.50 \$ 51,790.38; TOTAL CONTRACT AND EXTRAS \$ 275,170.38; CREDITS TO CONTRACT 267,644.50 \$ .00; ADJUSTED TOTAL CONTRACT \$ 275,170.38. Right column: WORK COMPLETED TO DATE \$ 275,170.38; LESS 0 % RETAINED \$ .00; NET AMOUNT EARNED 267,644.50 275,170.38; NET PREVIOUSLY PAID \$ 243,011.60; NET AMOUNT OF THIS PAYMENT 24,632.90 32,158.78; BALANCE TO BECOME DUE (Inc. Retention) \$ .00.

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed [Signature] Jeff Porter

Subscribed and sworn to before me this 29th day of March 2009

[Signature]



The above sworn statement should be obtained by the owner before each and every payment.



**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: Village of Park Forest

PROJECT: Park Forest Pump Station

APPLICATION NO: 6

Distribution to: OWNER

ARCHITECT

CONTRACTOR

FROM CONTRACTOR:

Jeff Porter General Contractor Inc.

VIA ARCHITECT:

PERIOD TO:

PROJECT NOS:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jeff Porter General Contractor Inc.

- 1 ORIGINAL CONTRACT SUM \$ 223,380.00
- 2 Net change by Change Orders \$ 44,264.50
- 3 CONTRACT SUM TO DATE (Line 1 + 2) \$ 51,790.38
- 4 TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 275,170.38
- 5 RETAINAGE: a. 0 % of Completed Work (Column D+E on G703) \$ .00
- b. % of Stored Material (Column F on G703) \$ .00
- Total Retainage (Lines 5a+5b or Total in Column I of G703) \$ 267,644.50

- 6 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 243,011.60
- 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 24,632.90
- 8 CURRENT PAYMENT DUE \$ 327,158.78
- 9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ .00

By: Jeff Porter Date: 3-29-09

State of: Indiana County of: Lake  
 Subscribed and sworn to before me this 29 day of March 2009  
 Notary Public: Linda Karr "OFFICIAL SEAL"  
 My Commission expires: 8-1-09 LINDA KARR  
 Notary Public, State of Indiana  
 Commission Expires Aug 1, 2009

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	51,790.38	
Total approved this Month	44,264.50	
TOTALS	51,790.38	44,264.50
NET CHANGES by Change Order	51,790.38	44,264.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Immediate payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# WAIVER OF LIEN

FINAL

State of Indiana, ..... Lake ..... County, ss:

Whereas, the undersigned Jeff Porter General Contractor Inc. ha been heretofore employed by Village of Park Forest to furnish certain material and labor, to-wit: Park Forest Pump Station for the building owned by Village of Park Forest and located on

Now, Therefore, Know Ye, That the undersigned, for a good and valuable consideration, the receipt of which is hereby acknowledged, hereby and now waives and releases unto the said the owner of said premises, any and all lien, right of lien, or claim of whatsoever kind or character on the above described building and real estate, on account of any and all labor or material, or both, furnished for or incorporated into said building by the undersigned; and further certify that the consideration moving to the undersigned for executing this Waiver of Lien has been mutually given and accepted as absolute cash payment and not as a conditional or part payment or as security for payment.

Signed, sealed and delivered this 29th day of March 2009 19

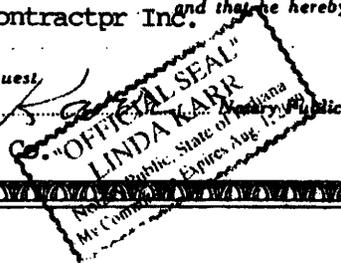
Signed ✓  Jeff Porter

Personally appeared before me this 29th day of March 2009 19 Jeff Porter who being duly sworn on oath, says: That he is President of the Jeff Porter General Contractor Inc. and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said

and at special instance and request, My Commission Expires 8-1-09

This instrument prepared by:

Linda Karr, resident of Lake Co



## VILLAGE OF PARK FOREST

### MEMORANDUM

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

**FROM:** Thomas Fleming,  
Police Chief

**DATE:** May 4<sup>th</sup> 2009

**SUBJECT:** A RESOLUTION APPROVING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST AND THE  
VILLAGE OF DIXMOOR REGARDING THE DONATION OF A  
PATROL CAR

#### **BACKGROUND/DISCUSSION:**

The Police Department, through the South Suburban Association Chief's of Police, has received a request from the Village of Dixmoor Police Department inquiring if any member agencies have a squad car that is being retired that could be donated to their agency. Due to their current economic situation and the condition of their existing fleet, the Dixmoor Police Department is struggling to provide police services to its community. Dixmoor is unable to afford new squads at this time.

In the past two years, the Park Forest Police Department has been fortunate enough to have received several sizable contributions from a local South Suburban philanthropist, including having a new Canine squad donated in this current year.

The Park Forest Police Department requests approval of the attached resolution to sell the Village of Dixmoor Police Department a 2004 Ford Crown Victoria that in excess of 100,000 miles on the odometer. This vehicle has been in service for five years in Park Forest and could be disposed of at auction or turned over to another village department. The sales price of the vehicle would be \$1.00.

The attached resolution and intergovernmental agreement have been reviewed by Village legal counsel.

#### **SCHEDULE FOR CONSIDERATION:**

This item will be on the agenda of the May 4, 2009 Rules Meeting for Board discussion.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE VILLAGE OF PARK FOREST  
AND THE VILLAGE OF DIXMOOR REGARDING  
THE DONATION OF A PATROL CAR**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (2009), authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

**WHEREAS**, the Village of Park Forest (“Park Forest”), and the Village of Dixmoor (“Dixmoor”) are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, Park Forest and Dixmoor desire to enter into an intergovernmental agreement regarding the donation of a 2004 Ford Crown Victoria Police Squad Car from Park Forest to Dixmoor.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST in the exercise of their home rule powers as follows:**

**Section 1. Intergovernmental Agreement Approved. The Intergovernmental Agreement, titled “An Intergovernmental Agreement for the Donation of a Patrol Car,” between Park Forest and Dixmoor is approved in substantially the form attached hereto and incorporated herein as Exhibit A.**

**Section 2. Execution of Agreement.** The Village Manager and the Village Clerk are directed to execute the agreement on behalf of the Village in substantially the form attached.

**Section 3. Effective Date.** This Resolution shall be in full force and effect upon its passage and approval.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**AN INTERGOVERNMENTAL AGREEMENT  
FOR THE DONATION OF A PATROL CAR**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2009, between the Village of Park Forest (“Park Forest”), and the Village of Dixmoor (“Dixmoor”).

**RECITALS**

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, intergovernmental cooperation is further authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (2009) (“the Act”); and

**WHEREAS**, Park Forest and Dixmoor (collectively referred to as “the Parties”) are public agencies as that term is defined by the Act, 5 ILCS 220/2; and

**WHEREAS**, pursuant to Section 4 of the Act, 5 ILCS 220/4, Park Forest desires to enter into a contract with Dixmoor to donate a patrol car to Dixmoor upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**SECTION 1. RECITALS INCORPORATED.**

1.1. The above recitals are incorporated herein as though fully set forth.

**SECTION 2. PATROL CAR DONATION.**

2.1. Park Forest shall donate to Dixmoor a patrol car upon execution of the Bill of Sale, attached hereto and incorporated herein by reference, by Dixmoor in “as-is” condition.

**SECTION 3. BINDING AUTHORITY.**

3.1. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**SECTION 4. EFFECTIVE DATE.**

4.1. The effective date of this Agreement as reflected above shall be the date that the Village Clerk of Park Forest attests the signature of the Village Manager of Park Forest.

**IN WITNESS WHEREOF**, the parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective offices set forth below.

**VILLAGE OF PARK FORST**

**VILLAGE OF DIXMOOR**

\_\_\_\_\_  
By: Thomas K. Mick  
Its: Village Manager

\_\_\_\_\_  
By: Keevan A. Grimmatt  
Its: Village President

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
By: Sheila McGann  
Its: Village Clerk

\_\_\_\_\_  
By: Juanita Darden  
Its: Village Clerk

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**BILL OF SALE**

The Seller, the Village of Park Forest ("Seller"), a municipal corporation of Cook County, Illinois, having its principal place of business at Park Forest, Illinois, in consideration of One Dollar (\$1.00), receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Buyer, the Village of Dixmoor ("Buyer") title to the following described vehicle, to-wit, 2004 Ford Crown Victoria, V.I.N. 2FAFP71W44X151809.

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said vehicle, that said vehicle is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said personal property and to make this bill of sale. By signing below, Buyer acknowledges receipt of title to said vehicle. ***ALL WARRANTIES OF QUALITY, FITNESS AND MERCHANTABILITY ARE HEREBY EXCLUDED AND BUYER SPECIFICALLY DISCLAIMS RELEASES THE VILLAGE FROM ANY LIABILITY WITH REGARD TO SAID VEHICLE.***

IN WITNESS WHEREOF, Seller has caused this bill of sale to be signed by its Village Manager this \_\_\_\_ day of \_\_\_\_\_, 2009.

**SELLER:**

**BUYER:**

**VILLAGE OF PARK FORST**

**VILLAGE OF DIXMOOR**

\_\_\_\_\_  
By: Thomas K. Mick  
Its: Village Manager

\_\_\_\_\_  
By: Keevan A. Grimmett  
Its: Village President

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
By: Sheila McGann  
Its: Village Clerk

\_\_\_\_\_  
By: Juanita Darden  
Its: Village Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_