

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees approve the minutes of the Rules Meeting of December 1, 2008; the Minutes of the Saturday Rules Meeting of July 11, 2009; the Minutes of the Rules Meeting of July 13, 2009 and the Minutes of the Rules Meeting of August 10, 2009
2. A Motion to approve a Resolution Approving a Site Lease with Option Agreement Between the Village of Park Forest and Denali Spectrum Operations, LLC

8/17/2009

VILLAGE OF PARK FOREST

**Village Board Rules Meeting
Monday, December 1, 2008
Village Hall 8:00 p.m.**

MINUTES

IN ATTENDANCE: Mayor John Ostenburg (8:33 p.m.), Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Kenneth Kramer, Trustee Robert McCray (8:04 p.m.), Trustee Georgia O'Neill

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Paul Stephanides, Police Chief Tom Fleming, Fire Chief Robert Wilcox, Director of Public Health Christine Blue, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: John Goodrich, Lauren Alspaugh, and John Rangel. Ten residents representing the Community Nutrition and Senior Service Organization

Roll was called at 8:00 p.m. by Clerk McGann. Due to Mayor Ostenburg's absence, Trustee Kenneth Kramer was named President Pro tem.

Manager Mick introduced John Goodrich, Lauren Alspaugh, and John Rangel from the Matteson Area and Tall Grass Public Art who introduced a public funding raising art project for the south suburbs. A model of a stream locomotive was decided upon due to the significance of trains in the south suburbs and a scale model was shown to the Board. Mr. Rangel asked for support for this project from the Board. This public art project is similar to the painted cows project. This project would increase public interest and traffic for local businesses. The cost of the blank unit is \$1,250 which would be leased for four months with an additional fee of \$350 to purchase. Any units not purchased would be auctioned at a later time.

The Community Nutrition and Senior Service Organization jointly presented Police Chief Fleming, Fire Chief Wilcox, and Deputy Chief McNamara the 2008 Outstanding Community Outreach Award for their time, dedication, and effort in serving seniors in the area and making them a priority.

Public Hearing for the Purpose of Hearing Public Comments on the Proposed Tax Levy.

President Pro-tem Kramer asked if there were any comments or questions on the proposed tax levy. After asking three times and hearing no questions or comments, the public hearing was closed.

1. An Ordinance Levying Taxes for all Corporate Purposes for the Village of Park Forest, Cook and Will Counties, Illinois, for the Fiscal Year Beginning on the First Day of July, 2008 and Ending on the Thirtieth of June, 2009

Manager Mick gave an overview on the year-long budget process. The tax levy is at 3% which would not result in any change of village services nor result in a decrease in personnel. Director Dankowski noted that the proposed tax levy increase of 3% overall was published in the *Star Southtown Newspaper* on November 23, 2008. Included in the levy are six components that include General Corporate (general operations), Bonds and Interest (debt service), and four separate pension levies: FICA, IMRF, Police Pension, and Fire Pension. The pension components make up 23% of the total levy and are actuarially determined. The General Corporate levy is a \$234,942.00 (3%) increase over the previous year. Director Dankowski also noted that the Library requested 3% increase for 2008 also. Included in the packet was a fifteen year history of levy increases. Only three times was the levy increase over 3%. Those years have specific items that required the increase.

2. An Ordinance to Abate a Portion of the 2008 Tax Levy for the Village of Park Forest, Cook and Will Counties, Illinois (Tax Abatement Ordinance)

Director Dankowski explained that the total amount of debt service for the Village is \$1,531,272 which includes debt relating to the General Fund, Aqua Center Fund, TIF Fund, Water Fund, and Sewer Fund with the TIF Fund being the largest part. If no action to abate is taken by the Village, the TIF Fund debt would come into the levy. By abating the total tax, the Village Board saves residents a 6.1% additional levy.

Trustee Kopycinski asked why does the Village abate the debt and not refund money to residents. Director Dankowski explained that towns that rebate residents have a large sales tax base and Park Forest does not. The Village saves the residents money by holding the levy down as low as possible. Currently, the TIF debt service is 50% funded with \$500,000 being levied.

These items will be on the agenda for action at the next regular meeting.

3. Resolution Establishing the 2009 Village of Park Forest Legislative Agenda.

Manager Mick said that the Board's Legislative Committee met last week and put together a proposed agenda with issues that are important to Park Forest, locally, regionally, and at the state level with language that will promote working with the

legislative bureau in Springfield. The Board was also given the agenda for South Suburban Mayors and Managers Legislative Agenda for 2009.

Trustee Kopycinski urged the legislature to increase stipends and make community health departments a priority as noted in the agenda.

Mayor Ostenburg said that crafting the wording and asking specific persons to bring the initiatives forward should move the agenda items more successfully. He added he will continue to build new relationships with those new to legislature and strengthen our relationships with those already elected.

This item will be on the agenda for action at the next regular meeting.

4. Engineering Services Agreement Related to Storm Water Detention Facility

Manager Mick gave an overview about the water detention facility's rehabilitation to include 2009 grant money. Director Eyer explained that the Village is working with the IEPA and Baxter and Woodman to find the quickest and most economic way to reduce inflow and infiltration. Since it is a small processing plant, it has its limitations and is tested each time it is put in service.

This will be on the agenda for action at the next meeting.

5. Resolution Establishing the 2009 Board Meeting and Holiday Calendar

Manager Mick explained that this is the proposed meeting and holiday calendar for 2009 which includes Monday and Saturday Board meetings. Mayor Ostenburg explained that meetings can be changed if conflicts develop during the year. This will be on the agenda for the next meeting.

Mayor's Comments

Mayor Ostenburg read a proclamation partnering the Village with the Illinois Department of Transportation Division of Traffic Safety naming December 2008 Drunk and Drug Driving Prevention Month promoting awareness of impaired driving.

Mayor Ostenburg proposed a non-partisan resolution for the next regular meeting congratulating Illinois resident President-elect Barack Obama.

Manager's Comments

Manager Mick reported on upcoming events.

Trustee Comments:

Trustee Dillard reported that the Plan Commission will meet Tuesday, December 2 at 7:00 PM to review the draft for the 2008 annual report, review the draft of the goals, objectives, and accomplishments for 2008, and begin to draft the goals and objectives for 2009.

Trustee O’Neill said that the Economic Development Advisory Group will meet Wednesday, December 3 in the Board Room.

Trustee Brandon said that the Youth Commission will be working on the holiday trees Tuesday, December 2. She also offered condolences to the Hernandez family and praised her work in the surrounding communities.

Trustee Kramer noted that the Senior Commission will meet Thursday, December 4 at 1:00 PM.

Trustee Kopycinski stated the Environment Commission will meet Thursday, December 4 at 7:00 PM. All are welcome at the meetings.

Mayor Ostenburg also offered condolences to the Hernandez family and congratulations to new pastor at Faith United Protestant Church.

Attorney’s Comments

Attorney Stephanides noted that the Village is required by law to have a hearing and publishing notice when the levy is above 5%. The Village goes beyond which is required by law since this year’s levy is only 3%.

Village Clerk

No comments

Audience to Visitors

No comments

Adjournment

This concluded the rules committee Board meeting.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Brandon. The motion was passed by a unanimous voice vote.

Mayor Ostenburg adjourned the rules meeting at 9:01 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

**VILLAGE OF PARK FOREST
BOARD OF TRUSTEES
SATURDAY RULES MEETING
July 11, 2009**

PRESENT: Village Mayor John Ostenburg; Village Trustees Mae Brandon, Gary Kopycinski, Ken Kramer, Robert McCray and Georgia O'Neill; Village Manager Tom Mick; Health Department Director Christine Blue

Mayor Ostenburg called the meeting to order at 10:00 a.m.

Manager Mick stated that as a follow-up to resident concerns presented at the Neighborhood Meeting which was held in the south end of the community last week, he and the Director of Community Development Larrie Kerestes toured the Village to look at several properties mentioned at the meeting. The Board discussed some of the problem properties. They also discussed the mosquito problem at Keokuk Park.

Manager Mick stated that the Village may want to consider sending information to the Illinois Municipal League regarding the Village neighborhood meetings and the positive things that have resulted from these meetings. He added that there is an average of 60 residents present at each of the neighborhood meetings.

Manager Mick reminded the Board about the employee Pool Party this evening at the Aqua Center.

Health Department Director Christine Blue stated that she would like to discuss succession planning with the Board. She thanked the Board for their collaborative efforts and all they have done for the Village. Mayor Ostenburg commended Ms. Blue for the turnaround and evolution of the Park Forest Health Department. He stated that the Board would like the Health Department to continue to evolve and possibly expand. He explained that the Village Board sets the philosophy of where the Health Department should be and sets the policy for the department, and then must hire a person that matches this philosophy. He added that the Board must be visionary in creating public policy and anticipate the future health needs of the community. Manager Mick explained the Village thoughts on succession planning and hiring policies and procedures. The Board discussed the type of individual that would be an ideal candidate as the director of the Health Department.

Mayor Ostenburg commented that we are now locally and nationally at a critical juncture with health care, and community based health programs have become crucial and must serve the public by providing health services. He stated that the Village must look at how we can do more in moving forward in meeting the health needs of the community. The Board discussed relevant health issues, the possible health needs of the community in the future, and how the Health Department could meet those needs. Ms. Blue stated that the crucial issues are health disparity issues, health education issues and issues related to the elderly population. She stated that as the needs of the community become greater, she would like to eventually institute weekly clinics to address these needs. She added that another component will be to reach out to neighboring communities and minority populations. The Board agreed the all of the residents of the Village should be made aware of the services available from the Park Forest Health Department.

Mayor Ostenburg stated that the Village must look at the primary places people in Park Forest go for health care. He stated that the Village must identify the target audiences that could make use of the services of the Health Department. Ms. Blue stated that a community health assessment could be done in conjunction with the national census. Trustee Kopycinski suggested that the Board adopt a resolution regarding universal health coverage.

Ms. Blue reminded the Board about the raffle for the 10Ton Challenge cow mascot.

**VILLAGE OF PARK FOREST
BOARD OF TRUSTEES
SATURDAY RULES MEETING
July 11, 2009
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Mayor Ostenburg informed the Board that there would be a Boards and Commissions meeting on August 8. He stated that he would like all of the trustees to attend this event. He asked that prior to this meeting, the Board review the material on the role of the commission chair, staff liaison and trustee liaison.

There being no further business, Mayor Ostenburg requested a motion to adjourn. Trustee Kopycinski made a motion, seconded by Trustee McCray, to adjourn the meeting at 11:50 a.m. All in favor.

Respectfully submitted,

Phyllis Dyrda, Recorder

VILLAGE OF PARK FOREST

**Village Board Rules Meeting
Monday, July 13, 2009
Village Hall 8:00 p.m.**

MINUTES

IN ATTENDANCE: Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Kenneth Kramer, Trustee Robert McCray, Trustee Georgia O'Neill

ABSENT: Mayor John Ostenburg

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Paul Stephanides, Police Chief Tom Fleming, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Public Health Christine Blue, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer, Assistant Director of Finance Stephanie Rodas

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Ed Fischer, resident

Roll was called at 8:00 p.m. by Clerk McGann. Due to Mayor Ostenburg's absence, Trustee Kenneth Kramer was named President Pro tem.

1. Intergovernmental Agreement-Interoperable Radio Communication

Chief Wilcox explained that this is an opportunity to obtain two radios for the Fire Department and two radios for the Police Department. Radios are moving from analog to digital as have televisions. Chief Wilcox recommended taking advantage of this plan with Cook County and the Department of Homeland Security as the new radios have interoperability that would allow the departments to switch to whichever system is required.

Chief Fleming also recommends that the Board sign the agreement for the radios which will allow for interoperability and to respond and communicate with other communities.

Trustee Kopycinski asked if the police department will eventually have to purchase the more expensive radios. Chief Fleming said that all the current Motorola radios are old and will have to be replaced with funds (\$20,000) in the 2009-10 budget and the same amount for the following year. These four radios would be for special use.

Trustee Kramer asked if the radios would be available for twenty-four hour use while in the staff cars. Chief Wilcox replied that calls would be received by the dispatch center, not the radio itself. Chief Fleming noted that the radios are portable and the charging system would be installed into the vehicle just like the current radios.

Trustee McCray asked how secure is narrowband. Chief Wilcox explained that the narrowband is split and these radios are totally military grade encrypted. After field testing them for the week, there were no problems with coverage and the 800Mz is totally secure.

This item will be on the agenda for action at the next regular meeting.

2. Resolution Authorizing the Approval of Identify Theft Prevention Policy

Manager Mick asked Assistant Finance Director Rodas to lead the discussion regarding this resolution. Assistant Director Rodas explained that the Federal Trade Commission adopted Red Flags Identity Theft Rules Policy which includes municipalities as creditors because they provide services/utilities such as water. The Village was mandated to adopt policies and procedures related to identity theft protection and red flags. Each policy enacted must include the following:

1. Identifying red flags
2. Detecting red flags
3. Responding to any red flags that are detected
4. Updating policy annually

Assistant Director Rodas explained that Park Forest's policy is modeled on the Lake Forest policy and personalized with changes after staff review. August 1, 2009 is the deadline to adopt this policy. Staff has already been trained in the new policy. Trustee Kramer asked who will be the administrator. Ms. Rodas said she would be the administrator. There will be a log kept with all red flags noted.

Trustee McCray asked about current procedure. Ms Rodas noted that often someone will call to discuss a bill but they are not the owner. Sometimes non-owners pay the bill with a credit card. This procedure is going to be reconsidered.

Trustee Brandon stated that, with this policy, we can protect our customers from identity theft since more bills are being paid electronically.

This item will be on the agenda for action at the next regular meeting.

Mayor's Comments

None

Manager's Comments

Manager Mick announced that Main Street Nights will continue on Wednesdays. The summer schedule is in effect for board meetings which will be held on July 20, August 10, and August 17. Manager Mick noted that 2009-10 Budgets for trustees are available. The public may view the 2009-10 Budget on the website, at Park Forest Library, and at Village Hall.

Trustee's Comments

Trustee Brandon stated that the Youth Commission will meet on July 14. She thanked the residents who attended the neighborhood meeting at Hope Lutheran Church last week. It's always good to have input from the community.

Trustee Dillard commented on the wonderful fireworks held on July 5

Trustee O'Neill said that the Parks and Recreation Board will meet July 14.

Trustee Kramer noted that the Beatification Committee will be starting their surveys very soon.

Trustee Kopycinski said that the Environment Commission had their July meeting discussing the sustainability meeting. The commissioners were grateful to sit down and discuss with the Village Board their ideas about sustainability noting that all commissions will be discussing this as well. Trustee Kopycinski commented that he and his dog have enjoyed the dog park and appreciate the work and thought that has gone into its development. He also enjoyed attending the neighborhood meeting and noting that policy changes had been made due to the neighborhood meetings and the comments made by residents.

Trustee McCray reported that the Park Forest Library has a number of summer reading programs for everyone, including toddlers and youths. He also noted that the neighborhood meetings are opportunities for people to reach out and talk to people which help to resolve some problems by dialog.

Attorney's Comments

None

Audience to Visitors

None

Adjournment

There being no further business, President Pro-tem Kramer called for a motion to adjourn. Motion was made by Trustee Brandon, seconded by Trustee Dillard, and passed unanimously.

President Pro-Tem Kramer adjourned the meeting at 8:31 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

**Village Board Rules Meeting
Monday, August 10, 2009
Village Hall 8:00 p.m.**

MINUTES

IN ATTENDANCE: Mayor John Ostenburg, Trustee Mae Brandon, Trustee Bonita Dillard, Trustee Gary Kopycinski, Trustee Kenneth Kramer, Trustee Robert McCray, Trustee Georgia O'Neill

STAFF IN ATTENDANCE: Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Frank Garrett, Police Chief Tom Fleming, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Public Health Christine Blue, Assistant to the Village Manager Denyse Carreras, Information Technology Coordinator Craig Kaufman, Director of Public Works Ken Eyer

RECORDER: Village Clerk Sheila McGann

OTHERS IN ATTENDANCE: Terry Wells, PACE; Lee Blackman, PACE; and Pat Peters, Rich Township Transportation; Steve Hedges, Cricket Wireless; Ed Fischer, resident

Meeting was called to order at 8:00 p.m. by Mayor Ostenburg. Roll was called by Clerk McGann.

1. An Ordinance Amending Chapter 54, Article V, Discriminatory Real Estate and Housing Practices of the Code of Ordinances of the Code of Ordinances of the Village of Park Forest

Manager Mick explained that the Economic Development and Planning Department annually applies for a Community Block Grant from Cook County and HUD. Cook County requested some amendments to ordinances so the Village would remain in compliance regarding protected classes language. Attorney Garrett said that the Village was in compliance with the federal guidelines with HUD but needed to comply with updated Cook County Ordinances and make minor changes in the areas of *parental status, gender identity, and aiding and abetting housing discrimination*.

Mayor Ostenburg asked if Will County may ask for changes as well that would conflict with the changes for Cook County. Attorney Garrett said that the Cook County Ordinance is broad and would cover the Will County Ordinance as well. Trustee Kramer wanted to know if this ordinance would conflict with the Crime Free Housing Program. Attorney Garrett did not see any problem enforcing the current program. Mayor Ostenburg noted that the HUD standard and the Village's standard are consistent.

This item will be on the agenda for action at the next regular meeting.

2. A Resolution Approving a Site Lease with Option Agreement Between the Village of Park Forest and Denali Spectrum Operations, LLC

Manager Mick explained that there are has other cellular antennae sites currently throughout the Village. The new lease with Cricket Wireless (parent company Denali Spectrum Operations, LLC) would put the antennae on the Blackhawk Drive Water Tower. Details of the lease include the following:

- Three 5-year terms renewal
- A one-time \$2,000 payment to be paid to the Village
- \$2,150 rent per month to start
- 3% increase in rent with each year of the fifteen-year lease.
- \$7,500 payment to cover the Village's engineering oversight costs
- \$2,000 payment to cover the Village's legal review costs
- \$5,000 for the Village to make necessary landscaping improvements around the base of the Blackhawk Water Tower.

Manager Mick asked the Board to consider the lease draft so it can be executed next week with Cricket. Trustee Kramer asked about lightening striking the tower and/or antennae. Steve Hedges, representing Cricket, explained that all equipment is properly grounded. The antennae will not be the highest point and would be attached to the side of the tower. Trustee Dillard asked about the Denali name. Mr. Hedges explained that the Denali is the legal entity in this area and operates as Cricket Communications, nationally. Often companies partner with indigenous people which allows for discounts on the licensing agreement. Trustee McCray asked about antennae placement and safety. Mr. Hedges explained that the lease agreement states that the antennae will be bolted to the railing with no bolting or other fastening devices penetrating the neck or the legs of the tower.

This item will be on the agenda for action at the next regular meeting.

Manager Mick introduced Terry Wells and Lee Blackman from PACE and Pat Peters from Rich Township. They presented the Village of Park Forest a check for \$60,000 from the Dial a Ride Program (Jolly Trolley) which partners PACE, Rich Township, and Park Forest and allows residents to use another public transportation option. Mayor Ostenburg thanked Pace and Rich Township for the funds and their cooperation in continuing the program to operate.

Mayor's Comments

Mayor Ostenburg expressed condolences to the families of four long time residents of Park Forest: Roger Cleghorn, Rob Kinds, Barbara Brown, and Jack Lemon. Each had served the Village well and will be missed. Mayor Ostenburg thanked all staff for their work in putting together the reception for eighty-five new residents and the dinner thanking the volunteer board members of the commissions in the Village. He also thanked the commission chairs, vice chairs, and board liaisons that met at the Saturday meeting which included lots of fresh ideas to work on in the future.

Manager's Comments

Manager Mick announced upcoming events.

Trustee's Comments

Trustee Kramer said that the Senior Commission is working on their goals and events for next year. They want to reach out to more seniors. There is one vacancy on the commission.

Trustee Brandon noted that the Youth Commission will meet Tuesday, August 11. There are vacancies on this commission. Volunteers are always welcome.

Trustee O'Neill stated the Economic Development Advisory Group is looking for more nominations for the business person of the year award. She explained that the process for nominations that can be found on the Village's website.

Trustee Kopycinski reported that the Environment Commission met last week and discussed sustainability projects and awareness while working within their budget. They suggested table top displays that would help with education and PR for the Village. Also, they suggested that the recycling program should be made mandatory. Their motto for this month is "Conserve gas. Shop in Park Forest."

Attorney's Comments

None

Village Clerk

None

Audience to Visitors

None

Adjournment

This concluded the rules committee Board meeting.

Mayor Ostenburg called for a motion to adjourn. Motion was made by Trustee Kramer, seconded by Trustee Brandon, and passed unanimously.

Mayor Ostenburg adjourned the rules meeting at 8:30 p.m.

Respectfully submitted,
Sheila McGann
Village Clerk

VILLAGE OF PARK FOREST

MEMORANDUM

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

DATE: August 11, 2009

SUBJECT: A RESOLUTION APPROVING A SITE LEASE WITH OPTION AGREEMENT
BETWEEN THE VILLAGE OF PARK FOREST AND DENALI SPECTRUM
OPERATIONS, LLC

The Village has negotiated with representatives Denali Spectrum Operations, LLC (better known as Cricket Wireless) on the terms of a potential lease agreement for the installation of cellular/wireless antennas and associated equipment at the water tower site on Blackhawk Drive. As is customary with these types of projects, the company will need a 10' x 20' platform to house their equipment and their antennas would be placed on top of the water tower.

Below are the economic highlights of the lease:

- 5-year initial term with two 5-year renewals for a total duration of 15 years.
- A one-time \$2,000 payment to be paid to the Village at the inception of the lease.
- \$2,150 rent per month, to start when Cricket Wireless begins construction of the project.
- 3% increase in rent with each year of the fifteen-year lease.
- A clause for a not-to-exceed \$7,500 payment to cover the Village's engineering oversight costs.
- A clause for a not-to-exceed \$2,000 payment to cover the Village's legal review costs.
- A clause allowing for a not-to-exceed figure of \$5,000 for the Village to make necessary landscaping improvements around the base of the Blackhawk Water Tower.

With regard to the engineering oversight, the Village will contract with the same engineer that has provided oversight on several other antenna projects in the Village. Director of Public Works Ken Eyer believes that the allotted \$7,500 will cover all review costs. The lease language has been reviewed and revised by Attorney Howard Metz, an associate of Village Attorney Frank Garrett. Attached is an enabling resolution and the corresponding draft lease agreement language. Elevations of antennas and the storage facility are in the process of being drafted and reviewed by the Village's engineering consultant and will be included as part of the executed agreement.

SCHEDULE FOR CONSIDERATION:

This issue will be on the agenda of the August 17 Regular Meeting for Board approval.

Resolution No. _____

**A RESOLUTION APPROVING A SITE LEASE WITH OPTION AGREEMENT
BETWEEN THE VILLAGE OF PARK FOREST AND DENALI SPECTRUM
OPERATIONS, LLC**

WHEREAS Denali Spectrum Operations, LLC. desires to enter into a Site Lease with Option Agreement with the Village of Park Forest for the installation of an antenna at the Village-owned Blackhawk Water Tower;

WHEREAS said antenna would provide improved reception to Cricket Wireless cellular phone subscribers in the Village of Park Forest; and

WHEREAS said agreement would provide annual revenues in excess of \$25,800 to the Village of Park Forest throughout the 15-year lease agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the Site Lease With Option Agreement between the Village of Park Forest and Denali Spectrum Operations, LLC be approved substantially in the form attached.

BE IT FURTHER RESOLVED that the Village Manager or designee is authorized to execute said agreement and any related documents.

ADOPTED this _____ day of August 2009.

APPROVED:

ATTEST:

Mayor

Village Clerk

**SITE LEASE WITH OPTION
(Water Tower Co-location)**

THIS SITE LEASE WITH OPTION ("Agreement") is entered into this ____ day of _____ 2009 ("Effective Date") by and between THE VILLAGE OF PARK FOREST, an Illinois municipal corporation, having an office at 350 Victory Drive, Park Forest, Illinois 60466 ("Landlord") and DENALI SPECTRUM OPERATIONS, LLC, a Delaware limited liability company, having an office at 10307 Pacific Center Court, San Diego, CA 92121 ("Tenant").

1. OPTION TO LEASE.

(a) In consideration of the payment of Two Thousand and No/100 Dollars (\$2,000.00) ("Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property located at 380 Indianwood Blvd, Park Forest, Illinois 60466, as more completely described in the attached Exhibit A ("Property"), upon which Landlord has installed a water tower ("Tower"), on the terms and conditions set forth herein ("Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date ("Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of One Thousand and No/100 Dollars (\$1,000.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Agreement, Landlord agrees to use reasonable efforts to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC")) ("Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to use reasonable efforts to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, and land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. During the Option Period and any extension thereof, Tenant may exercise the Option by commencing installation of the Communications Facility.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property comprising approximately two hundred (200) square feet of ground space and certain space on the Tower sufficient for placement of Tenant's Communications Facility (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively, "Premises").

2. TERM.

(a) The initial term of the Agreement shall be five (5) years commencing on the date of the exercise of the Option ("Commencement Date"), and terminating at midnight on the last day of the initial term ("Initial Term").

(b) This Agreement shall automatically renew for two (2) additional five (5) year terms ("Renewal Term") on the same terms and conditions as set forth herein unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Agreement, at least sixty (60) days prior to the expiration of the Initial Term or any applicable Renewal Term. If Tenant remains in possession of the Premises at the expiration of this Agreement or any Renewal Term without a written agreement executed by Landlord and Tenant, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Agreement.

3. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of radio communication signals and related activities. Tenant shall have the right, at its expense, to install, erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, global positioning system antennas, tower and base, equipment shelters and/or cabinets and suitable support systems, and related cables and utility lines (collectively, "Communications Facility"). The Communications Facility shall initially be configured as set forth in the attached Exhibit B. Tenant may upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises upon the written consent of Landlord. Tenant may modify, repair or replace any components of the Communication Facility at any time during the term of this Agreement without the consent of Landlord. Tenant further may add equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord. Tenant shall cause all construction to occur free of mechanics liens and in compliance with all applicable laws and ordinances. Upon written consent of Landlord, Tenant, at its expense, may use any and all reasonable means of restricting access to the Communications Facility, including, without limitation, the construction of a fence. Tenant agrees that it will not use bolts or other fastening devices that penetrate the neck or legs of the Tower.

(b) The final construction drawings and precise location of the Communications Facility (the "Final Plans") shall be subject to approval by Landlord, which shall not be unreasonably withheld, conditioned or delayed. Landlord's approval will be deemed to have been given when Landlord signs and returns a copy of the Final Plans to Tenant or issues an approval letter referencing the date of the Final Plans approved by Landlord. Landlord agrees to provide such approval no later than five (5) days after the Effective Date of this Agreement.

4. RENT. Commencing on the first day of the month following the date that Tenant commences construction ("Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Two Thousand One Hundred Fifty and No/100 Dollars (\$2,150.00) ("Rent"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date. In year two (2) of the Initial Term, and each year thereafter, including throughout any Renewal Terms exercised, the

monthly Rent will increase by three percent (3%) over the Rent paid during the previous year (the "Annual Escalator"). Not less than six (6) months prior to the expiration of the first Renewal Term (the 10th year), Landlord shall have the right to request an increase of the Annual Escalator, if an evaluation of the prevailing market, undertaken at the sole expense of Landlord, reveals that the average Annual Escalator for similar sites is greater than three percent (3%), however at no time should the Annual Escalator be increased to greater than four percent (4%). Tenant shall have the right to contest an increase of the Annual Escalator by undertaking its own evaluation of the prevailing market. If Landlord and Tenant still disagree on what the average Annual Escalator is for similar sites, then the matter should be resolved by arbitration. If Landlord makes such request, Tenant shall have the right to terminate this Agreement, which termination shall become effective one year after the expiration of the first Renewal Term.

5. INTERFERENCE.

(a) Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Agreement, including without limitation, non-interference). Where there are existing radio frequency users ("Carriers") on the Property, the Landlord will provide Tenant with a list of all existing Carriers so Tenant may evaluate potential interference. Tenant warrants that its use of the Premises will not interfere with existing Carriers so disclosed by Landlord, as long as the existing Carriers operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. If Landlord receives any request to locate any future Carrier on the Property, Landlord shall notify Tenant so Tenant may evaluate potential interference. Landlord shall include in the lease, license or other agreement with the Carrier, and make reasonable efforts to enforce, a provision prohibiting the Carrier from interfering with Tenant's communications operations.

(c) Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference within seventy-two (72) hours. In the event any such interference does not cease within the aforementioned cure period, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, either to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

6. APPROVALS; UTILITIES; MAINTENANCE; ACCESS.

(a) Landlord shall use reasonable efforts to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals")), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to use reasonable efforts to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, and land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property, necessary to determine that Tenant's use of the Premises as

defined below will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals.

(b) Tenant shall, at Tenant's expense, keep and maintain the Communications Facility now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Agreement, normal wear and tear and casualty excepted.

(c) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators) reasonably necessary to provide service to the Communications Facility. Landlord agrees to use reasonable efforts to assist Tenant to acquire such utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property. If separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. When submetering is necessary and available, Landlord will read the meter on a monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a twelve-month period. Landlord shall diligently correct any variation, interruption or failure of utility service.

(d) As partial consideration for Rent paid under this Agreement, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Communications Facility at all times during the Initial Term of this Agreement or any Renewal Term (collectively, "Easement"). The Easement provided hereunder shall have the same term as this Agreement.

(e) Tenant and its employees, agents, and subcontractors shall have 24-hours-a-day, 7-days-a-week pedestrian and vehicular access to the Premises at all times during the Term of this Agreement for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. If any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

(f) Landlord represents and warrants that the Tower, exclusive of the Communications Facility, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the FCC, Federal Aviation Administration, and all applicable state and local requirements, rules, regulations, and laws. Landlord shall maintain the Tower in good operating and structurally sound condition. Landlord shall bear the costs of maintaining the Tower, including without limitation any past, present or future fines, levies or expenses for noncompliance with government regulations, with the exception of maintenance of the Communications Facility, and except for damage to the Tower caused by Tenant.

7. TERMINATION. Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability as follows:

(a) by Landlord upon thirty (30) days written notice if Tenant fails to cure a default for payment of amounts due under this Agreement within that thirty (30) day period;

(b) by either party upon thirty (30) days written notice if the other party commits a non-monetary default and fails to cure or commence a cure of such default within that thirty (30)-day period and diligently pursues such cure, or such longer period as may be reasonably required to diligently complete a cure commenced within that thirty (30)-day period; or

(c) by Tenant upon thirty (30) days written notice to Landlord for any reason.

8. TAXES. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes directly attributable to, the Communications Facility. Landlord shall pay any real property taxes or other fees and assessments attributable to the Property. If Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Agreement.

9. INSURANCE. Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property. Tenant shall have the right to self-insure with respect to any of the above insurance requirements.

10. INDEMNIFICATION.

(a) Tenant hereby agrees to indemnify, defend and hold Landlord and its agents, contractors, employees, officers, and directors, harmless from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees and disbursements, directly arising out of any claim, action or other proceeding (including without limitation any proceeding by any of Tenant's employees, agents or contractors) that is based upon (a) Tenant's breach of this Agreement, (b) the conduct or actions of Tenant within or outside the scope of this Agreement, or (c) any negligent act or omission or willful misconduct of Tenant, its subcontractors, employees, agents or assigns.

(b) Landlord hereby agrees to indemnify, defend and hold Tenant and its agents, contractors, employees, officers, and directors, harmless from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees and disbursements, directly arising out of any claim, action or other proceeding (including without limitation any proceeding by any of Landlord's employees, agents or contractors) that is based upon (a) Landlord's breach of this Agreement, (b) the conduct or actions of Landlord within or outside the scope of this Agreement, or (c) any negligent act or omission or willful misconduct of Landlord.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

11. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

| <u>If to Tenant, to:</u> | <u>With a copy to:</u> | <u>If to Landlord, to:</u> |
|---|--|---|
| DENALI SPECTRUM OPERATIONS, LLC c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121 Attn: Daniel Rebeor | DENALI SPECTRUM OPERATIONS, LLC c/o Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121 Attn: Legal Department | Village of Park Forest Attn: Village Manager 350 Victory Drive Park Forest, IL 60466 (708) 283-5602 |

12. QUIET ENJOYMENT, TITLE AND AUTHORITY. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Agreement; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Agreement, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

13. ENVIRONMENTAL.

(a) Landlord represents that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental law, with respect to all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property.

(b) Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 13 shall survive the termination or expiration of this Agreement.

(c) If Tenant becomes aware of any Hazardous Substance on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

14. ASSIGNMENT AND SUBLEASE.

(a) Tenant may assign or otherwise transfer, in whole or in part, this Agreement without the approval or consent of Landlord, but upon notice to Landlord, to Tenant's parents, partners or affiliates, or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Provided that such assignee assumes, in full, the obligations of Tenant under this Agreement, Tenant shall automatically be released from all such assigned obligations and liabilities under this Agreement. As to any other parties, this Agreement may not be assigned or transferred in whole or in part without the written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed.

(b) Additionally, Tenant may mortgage or grant a security interest in this Agreement and the Communications Facility, and may assign this Agreement and the Communications Facility to any mortgagees or holders of security interests, including their successors or assigns (collectively, "Mortgagees"), provided such Mortgagees interests in this Agreement are subject to all of the terms and provisions of this Agreement. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees.

15. SUCCESSORS AND ASSIGNS. This Agreement and the Easement granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

16. WAIVER OF LANDLORD'S LIEN. Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Communications Facility or any portion thereof which shall remain Tenant's personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

17. REMOVAL. All portions of the Communications Facility brought onto the Property by Tenant will remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term.

18. MISCELLANEOUS.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within thirty (30) days after request, such truthful estoppel information about the Agreement as the other may reasonably request.

(c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Agreement in substantially the form attached as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Agreement may be recorded in place of this Agreement by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form and content reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the Title Company may require in connection therewith.

(e) This Agreement shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Agreement is found to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

(g) The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

(h) This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred herein are incorporated herein for all purposes. Exhibit A (Legal Description of Landlord's Property) and Exhibit B (Description of Premises and Communications Facility) may be attached to this Agreement and the Memorandum of Agreement, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) Removal. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(k) Maintenance of Water Tower. Landlord may perform maintenance on the Tower, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the facility. Provided Landlord provides ninety (90) days advance written notice to Tenant, and the opportunity, at Tenant's cost and expense, to install a temporary facility, such as a cell site on wheels ("COW"), on the Property necessary to keep its Communication Facility operational, Tenant agrees to cooperate with Landlord with respect to Landlord's maintenance and repairs, including the adjustment, sliding or removal of equipment when necessary. Further, any maintenance will be conducted by Landlord as diligently and expeditiously as possible. Tenant shall reimburse Landlord for any additional maintenance costs incurred by Landlord that are directly related to the presence of Tenant's Communication Facility upon reasonable proof of the same.

(l) Non-exclusivity. Nothing in this Agreement prevents Landlord from entering into similar agreements in the future with other wireless providers.

(m) Legal Fees. Tenant agrees to reimburse Landlord for reasonable legal fees for the review of this Agreement and in an amount not to exceed Two Thousand and No/100 Dollars (\$2,000.00) upon reasonable proof of the same.

(n) Engineering Review Fees. Tenant agrees to reimburse Landlord for reasonable engineering review & inspection fees for the review of Tenant's proposed construction drawings and post-installation inspection by Landlord's outside engineering consultant and in an amount not to exceed Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) upon reasonable proof of the same.

(o) Landscaping Fees. Only during the first year after the Commencement Date, Tenant agrees to reimburse Landlord for reasonable landscaping fees for aesthetically shielding the Premises and in an amount not to exceed Five Thousand and No/100 Dollars (\$5,000.00) upon reasonable proof of the same.

LANDLORD: VILLAGE OF PARK FOREST,
an Illinois municipal corporation

Tax Identification Number: 36-6006040

By: _____
Printed Name: Thomas K. Mick
Its: Village Manager
Date: _____

TENANT: DENALI SPECTRUM OPERATIONS, LLC,
a Delaware limited liability company

By: Denali Spectrum License, LLC
Its sole member
By: Denali Spectrum, LLC
Its sole member
By: Denali Spectrum Manager, LLC
Its manager
By: Doyon, Limited
Its manager

By: _____
Printed Name: Brian Root
Its: Operations Manager
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

To the Site Lease with Option dated _____, 2009, between THE VILLAGE OF PARK FOREST, an Illinois municipal corporation, as Landlord, and DENALI SPECTRUM OPERATIONS, LLC, a Delaware limited liability company, as Tenant.

Address: 380 Indianwood Blvd

City: Village of Park Forest

State: Illinois

County: Cook County

The Property of which the Premises are a part is legally described as follows:

PARCEL 6
(Water Tank Site)

That part of Out Lot "L" of Block 53 of the Village of Park Forest Area No. 5, being a Subdivision of part of the East half of Section 35 and the West Half of Section 36, Township 35 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded in the Recorders Office of Cook County, Illinois, August 3, 1951 as document 15139014, described as follows:

Commencing at the North Easterly corner of said Out Lot "L", thence North 37 degrees 15 minutes 02 seconds West along the North Easterly line of said Out Lot "L", 115 feet thence South 50 degrees 41 minutes West a distance of 25 feet on a line parallel to the Westerly line of Indianwood Boulevard to the place of beginning; thence continuing South 50 degrees 41 minutes West 75 feet; thence North 37 degrees 15 minutes 02 seconds West 85 feet; thence North 50 degrees 41 minutes East 75 feet; thence South 37 degrees 15 minutes 02 seconds East 85 feet to the place of beginning.

TAX ID :31-36-313-018-0000

EXHIBIT B

DESCRIPTION OF PREMISES AND COMMUNICATIONS FACILITY

To the Site Lease with Option dated _____, 2009, between THE VILLAGE OF PARK FOREST, an Illinois municipal corporation, as Landlord, and DENALI SPECTRUM OPERATIONS, LLC, a Delaware limited liability company, as Tenant.

The location of the Premises within the Property together with access, ingress, egress, easements and utilities are more particularly depicted as follows:

SEE ATTACHED CONSTRUCTION PLANS AS APPROVED BY LANDLORD

EXHIBIT C

MEMORANDUM OF LEASE AND OPTION

To the Site Lease with Option dated _____, 2009, between THE VILLAGE OF PARK FOREST, an Illinois municipal corporation, as Landlord, and DENALI SPECTRUM OPERATIONS, LLC, a Delaware limited liability company, as Tenant.

SEE ATTACHED

AFTER RECORDING, PLEASE RETURN TO:
DENALI SPECTRUM OPERATIONS, LLC
c/o Cricket Communications, Inc.
10307 Pacific Center Court
San Diego, CA 92121
Attn: Legal Department

Memorandum of Lease and Option

THE VILLAGE OF PARK FOREST, an Illinois municipal corporation ("Landlord") and DENALI SPECTRUM OPERATIONS, LLC, a Delaware limited liability company ("Tenant") entered into a Site Lease with Option dated _____, 2009 ("Agreement") regarding a portion of the real property located at 380 Indianwood Blvd, Park Forest, Illinois 60466, as more particularly described in the attached Exhibit A ("Property").

The Option is for a term of twelve (12) months after the Effective Date of the Agreement, with up to one additional twelve (12) month renewal ("Optional Period").

The Agreement is for a term of five (5) years and will commence on the date as set forth in the Agreement (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the fifth (5th) anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Agreement for two (2) additional five (5) year terms.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum effective as of the date of the last party to sign.

LANDLORD: THE VILLAGE OF PARK FOREST,
an Illinois municipal corporation

By: _____

Printed Name: Thomas K. Mick

Its: Village Manager

TENANT: DENALI SPECTRUM OPERATIONS, LLC,
a Delaware limited liability company

By: Denali Spectrum License, LLC
Its sole member

By: Denali Spectrum, LLC
Its sole member

By: Denali Spectrum Manager, LLC
Its manager

By: Doyon, Limited
Its manager

By: _____

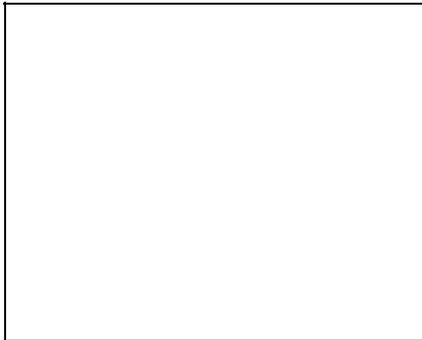
Printed Name: Brian Root

Its: Operations Manager

Date: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I certify that I know or have satisfactory evidence that Thomas K. Mick is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Village Manager of The Village of Park Forest, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Brian Root is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Operations Manager of DENALI SPECTRUM OPERATIONS, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____.



Notary Public
Print Name _____
My commission expires _____

EXHIBIT A
Legal Description

The Property is legally described as follows:

PARCEL 6
(Water Tank Site)

That part of Out Lot "L" of Block 53 of the Village of Park Forest Area No. 5, being a Subdivision of part of the East half of Section 35 and the West Half of Section 36, Township 35 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded in the Recorders Office of Cook County, Illinois, August 3, 1951 as document 15139014, described as follows:

Commencing at the North Easterly corner of said Out Lot "L", thence North 37 degrees 15 minutes 02 seconds West along the North Easterly line of said Out Lot "L", 115 feet thence South 50 degrees 41 minutes West a distance of 25 feet on a line parallel to the Westerly line of Indianwood Boulevard to the place of beginning; thence continuing South 50 degrees 41 minutes West 75 feet; thence North 37 degrees 15 minutes 02 seconds West 85 feet; thence North 50 degrees 41 minutes East 75 feet; thence South 37 degrees 15 minutes 02 seconds East 85 feet to the place of beginning.

TAX ID :31-36-313-018-0000

AGENDA BRIEFING

DATE: August 11, 2009

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

RE: Ordinance Amending Chapter 54, Article V, Discriminatory Real Estate and Housing Practices of the Code of Ordinances

BACKGROUND/DISCUSSION:

The Cook County Department of Planning and Development recently requested that the Village amend its fair housing ordinance to expand the list of protected classes to include parental status, gender identity, and housing status. The Village's fair housing ordinance also must prohibit any activity that aids and/or abets housing discrimination, or retaliation against any person for the exercise of any rights under the Village's fair housing ordinance, or the willful interference with the exercise of any rights under the Village's fair housing ordinance. The definition of each of these new categories of protected classes and discrimination is included in the attached Ordinance.

In his request to the Village, the Director of the Department of Planning and Development noted that "it is a requirement that municipalities receiving federal funds from the Community Development Block Grant (CDBG) Program, administered by the County, have an updated ordinance on file." In order to ensure that the Village continues to be eligible for CDBG funds administered by Cook County, the attached Ordinance has been drafted for consideration by the Mayor and Board of Trustees. The Village Attorney has reviewed this Ordinance.

SCHEDULE FOR CONSIDERATION: This item will appear on the August 17, 2009 Regular Meeting Agenda for approval.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 54 (“HUMAN RELATIONS”)
ARTICLE V (“DISCRIMINATORY REAL ESTATE AND HOUSING PRACTICES”)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST**

BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, as follows:

Section 1. Code of Ordinances Amended. Chapter 54 (“Human Relations”), Article V (“Discriminatory Real Estate and Housing Practices”), Division 1 (“Generally”) of the Code of Ordinance of the Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding the following underlined words and deleting the stricken language to read as follows:

ARTICLE V. DISCRIMINATORY REAL ESTATE AND HOUSING PRACTICES

DIVISION 1. GENERALLY

Sec. 54-116. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aiding and abetting means no person shall aid, abet, compel, or coerce a person to commit a violation under this article.

Affirmative marketing means attempting to attract all prospective buyers and renters with special efforts to attract persons of a race or national origin least likely to apply through the normal operations of the marketplace.

Board means the village fair housing review board.

Charge means an allegation contained in a complaint.

Civil rights violation includes and shall be limited to only those specific acts set forth in this chapter.

Commission means the village commission on human relations.

Common use areas means rooms, spaces or elements inside or outside of a building that are made available for the use of residents of a building or the guests thereof.

Complainant means a person who files a complaint under this chapter.

Discriminate means to treat any person differently from others because of race, color, religion sex, physical or mental disability, familial status, national origin, creed, marital status, military discharge status, sexual orientation, age, source of income, ~~or~~ ancestry, parental status, gender identity, or housing status, or to aid and/or abet such discrimination or to retaliate against any person for the exercise of any rights under this article or any other applicable fair housing law or regulation or willfully interfere with the exercise of any rights under this article or any other applicable fair housing law or regulation. These classifications comprise the "protected classes" of this ordinance.

Disability or *handicap* means, with respect to an individual, a physical or mental impairment which substantially limits one or more major life activities, a record of having such an impairment, or being regarded as having such an impairment. The term "disability," wherever used in this article, includes the physical or mental impairments of:

- (a) An actual or prospective buyer, renter or borrower;
- (b) An individual residing in or intending to reside in the dwelling with the buyer, renter or borrower after the dwelling is sold, rented or made available; or
- (c) Any individual associated with the buyer, renter or borrower.

Dwelling means any building structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families or unrelated individuals, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof. This includes single and multi-family dwellings.

Familial status means:

- (a) One or more individuals who have not attained the age of 18 years being domiciled with:
 - 1. A parent or a person having legal custody of such individual or individuals; or
 - 2. The designee of such parent or other person having such custody, with the written permission of such parent or other person; or
- (b) Persons who are pregnant or in the process of securing legal custody of any individual who has not attained the age of 18.

Financial institution means any bank, credit union, insurance company, mortgage banking company or savings and loan association which operates or has a place of business in this state.

Gender identity means the actual or perceived appearance, expression, identity, or behavior of a person as being male or female, whether or not that appearance, expression, identity or behavior is different from that traditionally associated with the person's designated sex at birth.

Hearing means that part of an adjudicative proceeding that involves the submission of evidence, either by oral presentation or written submission, and includes the submission of briefs and oral arguments on the evidence and applicable law.

Hearing agency means the agency designated by the corporate authorities of this village to conduct hearings on and adjudicate the question of ordinance violations. For the purposes of this ordinance, that body shall be the fair housing review board.

Housing for older persons means:

- (a) All housing that is provided under state and federal programs for elderly persons as defined by the specific programs, providing U.S. HUD approval has been secured;
- (b) Housing that is intended for, and solely occupied by persons 62 years of age or older; or
- (c) Communities in which at least 80 percent of all units are occupied by at least one person 55 years of age or older.

Housing status means the type of housing in which an individual resides, whether publicly or privately owned; an individual's ownership status with respect to the individual's residence; or the status of having or not having a fixed residence.

Lease includes sublease, assignment, and rent (or rental), and includes any contract to do any of such.

Marital status means the legal status of being married, single, separated, divorced or widowed.

Modification means any change to the public or common use areas of a building or any change to a dwelling unit.

Multi-family dwelling means a building consisting of four or more units, if such buildings have one or more elevators; and ground floor units in other buildings consisting of four or more units.

National origin includes national origin and ancestors.

Older person means a person 55 years of age or older.

Owner means any person who holds legal or equitable title to or who owns any beneficial interest in any real property or who holds legal or equitable title to shares of or beneficial interest in any real estate cooperative which owns any real property.

Parental status means the status of living with one or more dependent minors or disabled children.

Person in the business of selling or renting dwellings means any person who:

- (a) Within the preceding 12 months has participated as principal in three or more transactions involving the sale or rental of any dwelling or any interest therein;
- (b) Within the preceding 12 months, has participated as agent, other than in the sale of his or her own personal residence, in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or interest therein; or
- (c) Is the owner of any dwelling designed or intended for occupancy by, or occupied by, five or more families.

Protected class means the classifications of race, color, religion, sex, familial status, national origin, marital status, housing status, military discharge status, sexual orientation, age, source of income, ~~or~~ ancestry, parental status, gender identity or housing status on which unlawful discrimination under this article is based.

Purchase includes any contract to purchase.

Real estate broker, agent or salesperson means a person, whether licensed or not, who, for or with expectation of receiving a consideration, lists, sells, purchases, exchanges, rents or leases real property, or who negotiates or attempts to negotiate any of those activities or who holds himself out as engaged in these.

Real estate transaction means the purchase, sale, rental or lease of any real property; or an option to do any of the foregoing; or any negotiation, listing, contract, appraisal, purchase of insurance, making or purchasing of loans; or the provision of other financial assistance for purchasing, constructing, improving,

repairing, or maintaining a dwelling; or the making or purchasing of loans or the provision of other financial assistance secured by residential real estate; or any other agreement in connection with real property.

Respondent means any person or other entity against whom a discriminatory housing practice has been alleged in a complaint.

Retaliation means no person shall retaliate against any person because that person in good faith has opposed that which the person reasonably believed to be unlawful discrimination, sexual harassment, or other violation of this Article or has made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under this article or any other applicable fair housing law or regulation.

Sale includes any contract to sell, exchange or to convey, transfer or assign legal or equitable title to or beneficial interest in real property.

Sexual orientation means the actual or perceived state of heterosexuality, homosexuality, or bisexuality.

Solicit or *solicitation* means any communication by or on behalf of a real estate agent with the owner or occupant of a dwelling:

- (a) Which is intended to induce the sale or rental of such dwelling;
- (b) Which is intended to offer or promote services in connection with the sale, rental or listing of such dwelling; and
- (c) Which is carried out by means of:
 1. In-person contacts at the dwelling;
 2. Written material mailed or delivered directly to the dwelling, such as direct mail leaflets or pamphlets; or
 3. Telephone contacts with owners or occupants of the dwelling.

For purposes of this article, the term "solicit" or "solicitation" shall not refer to communication carried out by means of print or electronic media of general circulation, such as a newspaper, radio, television or the yellow pages.

Source of income means the lawful manner by which an individual supports himself or herself and his or her dependents. Notwithstanding anything to the contrary in this chapter, nothing contained herein shall require any person who does not participate in the federal Section 8 housing assistance program (42 U.S.C. 1437f) to accept any subsidy, payment assistance, voucher, or contribution

under or in connection with such program or to lease or rent to any tenant or prospective tenant who is relying on such a subsidy, payment assistance, contribution, or voucher for payment of part of the rent for such housing accommodation.

Willful interference means no person shall willfully interfere with the performance of a duty or the exercise of a power by the village, the fair housing review board, or one of their representatives or staff when they are engaged in the implementation and enforcement of this article or any other applicable fair housing law or regulation.

Section 3. Code of Ordinances Amended. Chapter 54 (“Human Relations”), Article V (“Discriminatory Real Estate and Housing Practices”), Division 3 (“Prohibited Discriminatory Practices”) of the Code of Ordinance of the Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding the following underlined words and deleting the stricken language to read as follows:

DIVISION 3. PROHIBITED DISCRIMINATORY PRACTICES

Sec. 54-176. Enumerated.

No owner, lessee, or sublessee of real property, real estate broker or salesman, lender, financial institution, advertiser, or agent of any of such shall discriminate against any other person because of the religion, race, color, sex, age, marital status, national origin, physical or mental disability, familial status, creed, unfavorable military discharge, sexual orientation, ~~or~~ source of income, parental status, gender identity, or housing status of such other person or because of the religion, race, color, sex, age, marital status, national origin, physical or mental disability, familial status, creed, unfavorable military discharge, sexual orientation, ~~or~~ source of income, parental status, gender identity, or housing status of the friends or associates of such other person, in regard to the sale or rental of or dealings concerning real property, nor shall any person aid and/or abet such discrimination or retaliate against any person for the exercise of any rights under this article or any other applicable fair housing law or regulation or willfully interfere with the exercise of any rights under this article or any other applicable fair housing law or regulation. Any such discrimination shall be considered an unfair real estate practice. Without limiting the foregoing, it shall also be an unfair real estate practice and unlawful for any real estate broker or other person to:

(1) Publish or circulate or cause to be published or circulated any notice, statement or advertisement or to announce a policy or to use any form of application for the purchase, lease, rental or financing of real property or to make any record or inquiry in connection with the prospective purchase, rental or lease of real property, which expresses directly or indirectly any limitation, specification or discrimination or any intent to make any such limitation, specification or discrimination.

(2) Deceive or overcharge any person for real property in the village or to make any distinction, discrimination or restriction against any person as to the conditions or privileges of any kind relating to the sale, rental, lease or occupancy of real property.

(3) Discriminate or participate in discrimination in connection with borrowing or lending money, guaranteeing loans, accepting mortgages or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repairs or maintenance of any real property in the village.

(4) Solicit or enter into an agreement for the sale, lease or listing for sale or lease, of any real property within the village on grounds of loss of value due to the present or prospective entry into any neighborhood of any person of any particular race, color, religion, sex, age, marital status, national origin or ancestry, physical or mental disability, familial status, creed, unfavorable military discharge, sexual orientation, ~~or~~ source of income, parental status, gender identity, or housing status.

(5) Distribute or cause to be distributed written material or statements designated to induce any owner of any real property in the village to sell or lease his real property because of any present or prospective change in the race, religion, color, sex, age, marital status, national origin or ancestry, physical or mental disability, familial status, creed, unfavorable military discharge, sexual orientation, ~~or~~ source of income, parental status, gender identity or housing status of persons in the neighborhood.

(6) Make any misrepresentations concerning the listing for sale or the anticipated listing for sale or the sale of any real property for the purpose of inducing or attempting to induce the sale or listing for sale of any real property by representing that the presence or anticipated presence of persons of any particular race, religion, color, sex, age, marital status, national origin, physical or mental disability, familial status, creed, unfavorable military discharge, sexual orientation, ~~or~~ source of income, parental status, gender identity, or housing status in the area will or may result in the lowering of real property values in the block, neighborhood or area in which the property is located.

(7) Refuse to sell or rent real property because of race, color, religion, sex, age, marital status, national origin, physical or mental disability, familial status, creed, unfavorable military discharge, sexual orientation, ~~or~~ source of income, parental status, gender identity, or housing status.

(8) Refuse to show to any person who has specified needs and has affirmed the ability to finance the purchase or lease of real property the list or other records identifying all real properties reasonably meeting such specifications.

(9) Discriminate in the sale of insurance in connection with real estate or the appraisal of real estate or differentiate in lending in connection with mortgage loans to be secured by real estate in the village because of race, color, sex, age, marital status, national origin, physical or mental disability, familial status, creed, unfavorable military discharge, sexual orientation, ~~or~~ source of income, parental status, gender identity, or housing status of the persons living in the village or in the particular neighborhood of the property to be used as security for the loans or because of prospective or present changes in such categories of such persons living in the village or in the neighborhood of the property to be used as security for the mortgage loan. For the purpose of this subsection differentiation in lending shall include:

- a. To refuse to make loans;
- b. To differentiate in the type of loans including interest rates, charges to buyer or seller, duration and amount of loan;
- c. To influence appraisals in connection with loans; or
- d. To delay processing loan applications.

(10) Influence or attempt to influence prospective purchasers, owners, occupants or tenants to refrain from purchasing or renting property by referring to the race, color, sex, marital status, age, religion, national origin, ancestry, physical or mental disability, familial status, creed, unfavorable military discharge, sexual orientation, ~~or~~ source of income, parental status, gender identity, or housing status of occupants or prospective occupants of other real estate in the neighborhood.

(11) Influence or attempt to influence prospective sellers, purchasers, owners, occupants, landlords or tenants so as to promote or tend to promote racially segregated housing or to retard, obstruct or discourage racially integrated housing.

(12) Discriminate against prospective sellers, purchasers, owners, occupants, landlords or tenants, or giving differential treatment in connection with the sale or rental of property or furnishing of services because of sex, marital status, age, religion, national origin or ancestry, physical or mental disability, familial status, creed, unfavorable military discharge, sexual orientation, ~~or~~ source of income, parental status, gender identity, or housing status so as to promote or tend to promote racially segregated housing or to retard, obstruct or discourage racially integrated housing.

(13) To refuse to sell or rent or otherwise discriminate in the terms or conditions or provision of services because a disabled person has a guide, hearing or support dog or other medically necessary companion animal.

Sec. 54-177. Limitations.

(a) This article shall not apply to the rental, leasing or other arrangements for the use of any room in any owner-occupied single-family dwelling.

(b) Nothing in this article shall bar any religious or denominational institution or organization or any charitable or educational organization operated, supervised or controlled by or in connection with a religious organization from limiting living accommodations or giving preference with respect thereto to persons of the same religion or denomination.

(c) Nothing in this article shall require an owner or others to offer for sale or lease real property to the public at large where any applicable federal, state or local laws or ordinances provide otherwise.

(d) Nothing in this article shall:

(1) Prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members and their guests or from giving preference to its members;

(2) Prohibit the rental or sale of a dwelling on the basis of age or disability when such dwelling is authorized, approved, financed or subsidized in whole or in part by a unit of state, local or federal government;

(3) Limit the applicability of any reasonable local, state or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling;

(4) Require the rental or sale of a unit to any person convicted of the illegal manufacture or distribution of a controlled substance;

(5) With regard to discrimination based on familial status, apply with respect to housing for older persons as defined in section 54-116;

(6) Prohibit financial institutions from considering sound underwriting practices in contemplation of any loan to any person;

(7) Prohibit a person engaged in the business of furnishing appraisals of real property from taking into consideration factors other than race, color, religion, sex, physical or mental disability, familial status, national origin, creed, marital status, unfavorable military discharge, sexual orientation, age, ancestry, ~~or~~ source of income, parental status, gender identity or housing status; or

(8) Prohibit affirmative marketing activities.

Section 4. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed this _____ day of _____, 2009.

APPROVED:

ATTEST:

MAYOR

CLERK