

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

Village Hall

7:00 p.m.

April 16, 2012

PUBLIC HEARING-Park Forest Electric Aggregation Plan

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor

Village Manager

Village Attorney

Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Resolution: A Resolution Congratulating Pete McGuire on his Induction into the Illinois High School Association Coaching Hall of Fame
2. Resolution: A Resolution Establishing the 2012 Village of Park Forest Legislative Agenda
3. Resolution: Request Approval of a MFT Resolution Appropriating Funding for Right of Way Acquisition and Local Match for Construction and Construction Engineering
4. Motion: A Motion to Approve an Amendment to Local Agency Agreement for Federal Participation for Orchard Drive
5. Motion: A Motion to Award a Contract for Water Treatment Chemicals
6. Motion: A Motion to Award a Contract for Removal and Disposal of Lime Residuals
7. Motion: A Motion to Award the FY 2012-13 MFT Street Sweeping Maintenance Contract
8. Motion: A Motion to Award a Contract for Mowing Areas within the Village
9. Appointment:

OVER

DEBATABLE:

10. Ordinance: An Ordinance Adopting the Housing Element of the Official Comprehensive Plan and Amending Chapter 78 (“Planning”), Article III (“Official Plan”), Section 78-62 (“Created and Adopted”) of the Code of Ordinances (Final Reading)
11. Ordinance: An Ordinance Amending Ordinance No. 1945 Adopting the Annual Budget for the Year Commencing July 1, 2011 and Ending June 30, 2012 (Final Reading)
12. Ordinance: An Ordinance Providing for Electricity Aggregation Program an Ordinance and Amending Chapter 106 (“Utilities”), of the Code of Ordinances, Village of Park Forest, Cook and Will Counties by adding a New Article VIII (“Electricity Aggregation Program”) (First Reading)
13. Ordinance: An Ordinance Authorizing the Acquisition of the Property at 278 Allegheny Street (First Reading)

Adjournment

NOTE: Copies of all agenda items are available in the Manager’s Office

MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees adopt a Resolution Congratulating Pete McGuire on his induction into the Illinois High School Association Coaching Hall of Fame
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution Establishing the 2012 Village of Park Forest Legislative Agenda
3. MOVED, that the Mayor and Board of Trustees approve a MFT Resolution Appropriating Funding for Right of Way Acquisition and Local Match for Construction and Construction Engineering in an amount not to exceed \$46,000.
4. MOVED, that the Mayor and Board of Trustees Approve an Amendment to Local Agency Agreement for Federal Participation for Orchard Drive in an amount not to exceed \$185,000.
5. MOVED, that the Manager is authorized to award contracts for water treatment chemicals including 24,000 pounds of hydrofluosilicic acid from Viking Chemical in the amount of \$13,080; for 70 tons of salt from Viking Chemical in the amount of \$17,290; for 300 tons of carbon dioxide from Linde, Inc. in the amount of \$22,500; for 780 tons of soda ash-light from Brenntag Mid-South, Inc. in the amount of \$299,153; said expenditures to be from the Water Fund.
6. MOVED, that the Manager is authorized to award a contract to Steward Spreading, Inc. of Sheridan, Illinois for the removal and disposal of lime residuals in the amount of \$219,000; said expenditure to be from the Water Fund; said expenditures to be from the Water Fund.
7. MOVED, that the Manager is authorized to contract with Illinois Central Sweeping LLC of Blue Island, IL for the FY 2012-13 MFT street sweeping maintenance contract in the amount of \$43,500 with a 25% contingency for additional work as determined by the Village Engineer, for a total cost not to exceed \$54,375.
8. MOVED, that the Manager is authorized to contract with Matt's Property Maintenance for the maintenance of the cul-de-sacs and selected vacant properties for an estimated season total of \$10,968; the remainder of the contract be awarded to Suburban Landscaping with an estimated season total of \$48,380.
9. MOVED, that the Mayor and Board of Trustees appoint Shavon Parker of 210 Juniper Street as a member of the Youth Commission for a three-year term to expire December 31, 2014.

VILLAGE OF PARK FOREST

MEMORANDUM

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

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

DATE: April 10, 2012

**RE: A RESOLUTION CONGRATULATING PETE McGUIRE ON HIS
INDUCTION INTO THE ILLINOIS HIGH SCHOOL ASSOCIATION
COACHING HALL OF FAME**

BACKGROUND/DISCUSSION:

One of Park Forest's own, Pete McGuire, will be inducted into the Illinois High School Association Coaching Hall of Fame later this month. The attached resolution details his accomplishments and congratulates him on this career achievement.

SCHEDULE FOR CONSIDERATION:

This item will be on the Consent Agenda of the April 16th 2012 Regular Board Meeting for Board consideration and approval.

RESOLUTION No. _____

A RESOLUTION CONGRATULATING PETE McGUIRE ON HIS INDUCTION INTO THE ILLINOIS HIGH SCHOOL ASSOCIATION COACHING HALL OF FAME

- WHEREAS** Pete McGuire attended Notre Dame High School in Chicago, Illinois and graduated from Regis College in Denver, Colorado where he achieved a B.A. in Secondary Education and History; and
- WHEREAS** he obtained his M.A. in Black Studies from Governors State University and moved to Park Forest in the 1970's; and
- WHEREAS** Pete McGuire embarked upon a wonderful journey with Bloom Township High School, coaching girls softball and boys basketball; and
- WHEREAS** under his leadership the Bloom High School boys basketball team twice progressed into the Final Four of the IHSA Basketball State Championship; and
- WHEREAS** Pete McGuire's motivation for coaching the youth of the community led him to oversee the AAU girls program in Chicago Heights and participate in numerous basketball camps throughout the south suburbs; and
- WHEREAS** Pete's other passions included being a sports writer for the Chicago Heights Star Newspaper and an American Softball Association official for more than two decades in Park Forest's Central Park wherein he was on a first name basis with just about every softball player in the region; and
- WHEREAS** Pete McGuire and his wife of 27 years, Juanita, raised 6 children in Park Forest and have been blessed with 9 grandchildren; and
- WHEREAS** on April 28, 2012, Pete McGuire will be inducted into the Illinois High School Association Coaches Hall of Fame as a Career Coach.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, that congratulations are to be extended to Pete McGuire on behalf of his longtime home community and the generations of athletes he coached across Park Forest and the southland region.

BE IT FURTHER RESOLVED that the Village of Park Forest wishes Mr. McGuire the utmost enjoyment as he pursues his other interests in retirement such as golfing, swimming, reading and gardening.

Approved this _____ day of April 2012.

Approved:

ATTEST:

Mayor

Clerk

AGENDA BRIEFING

DATE: April 11, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Request Approval of a MFT resolution Appropriating Funding for Right of Way Acquisition & Local Match for Construction and Construction Engineering

BACKGROUND/DISCUSSION:

The Public Works Department requests that the Board approve an Illinois Department of Transportation (IDOT) "Resolution for Improvement by Municipality under the Illinois Highway Code" to encumber MFT funds for the acquisition of Right of Way and to provide a portion of the local match not covered by funds set aside from the CN settlement for construction and construction Engineering.

Related to the Orchard Drive reconstruction project three parcels of private property needed to be purchased to convert to public right of way. The properties and costs were as follows:

- \$20,000 to Matanky Realty for a portion of Orchard Park Plaza at the intersection of Main Street and Orchard Drive
- \$5,000 to Archer Bank for a piece of property along Orchard Drive near the Park Center Townhome development
- \$3,650 to the State of Illinois for a portion of property purchased at the intersection of Orchard Drive and North Street.

Additionally, the Village is using Surface Transportation Funds through South Suburban Mayors and Managers to fund 70% of the Orchard Drive reconstruction project. An additional amount of local matching funds (\$17,350) is necessary.

The attached resolution allocates Village MFT funding to cover both of the above items in an amount not to exceed \$46,000 to complete this project.

SCHEDULE FOR CONSIDERATION:

This item will appear on the Agenda of the Regular meeting of April 16, 2012 for approval.



**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

BE IT RESOLVED, by the Mayor and Board of Trustees of the
Council or President and Board of Trustees
 Village of Park Forest Illinois
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Orchard Drive	FAU 2836	Sauk Trail (FAU 1632)	US Route 30 (FAP 353)

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Right of Way acquisition & local match for Construction and Construction Engineering for the improvement of Orchard Drive, which shall consist of resurfacing or reconstructing hot-mix asphalt pavement, storm sewer improvements, street lighting, parkway restoration, pavement markings, and other incidental and collateral work.

 and shall be constructed NA wide
 and be designated as Section 06-00090-00-FP

2. That there is hereby appropriated the (additional Yes No) sum of forty-six thousand
 Dollars (\$46,000.00) for the
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

 Date

 Department of Transportation

 Regional Engineer

I, Sheila McGann Clerk in and for the
 Village of Park Forest
City, Town or Village
 County of Cook , hereby certify the
 foregoing to be a true, perfect and complete copy of a resolution adopted
 by the Mayor and Board of Trustees
Council or President and Board of Trustees
 at a meeting on _____
Date
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
 _____ day of _____
 (SEAL)

 City, Town, or Village Clerk

AGENDA BRIEFING

DATE: April 11, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Amendment to Local Agency Agreement for Federal Participation for Orchard Drive

BACKGROUND/DISCUSSION: The Board approved the Orchard Dr Reconstruction Project Local Agency Agreement for Federal Participation at the Regular meeting of November 21, 2011. This agreement provided FHWA (STU) funding in the amount not to exceed \$6,940,500.00. This is based on 70% of the actual construction (\$9,100,000) and construction engineering costs (\$815,000) which total \$9,915,000.00. The Village share is estimated to be \$2,974,500.00.

The Illinois Department of Transportation has agreed to pay their share of the match for work IDOT requested on Route 30 (Lincoln Highway). The Local Agency Amendment #1 for Federal Participation addresses this work in an amount not to exceed \$185,000.00.

The Department of Public works recommends the Board approve this amendment to the agreement to improve Orchard Drive in accordance with plans approved by the State and the State's policies and procedures approved and/or required by the Federal Highway Administration, as this is in the best interest of the Village.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of April 16, 2012 for approval.



Illinois Department of Transportation

Local Agency Village of Park Forest	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
Section: 06-00090-00-FP	Fund Type: STU/SRF	ITEP Number:		

Local Agency Amendment # 1 for Federal Participation

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-430-06	M-8003(661)				

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

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Amended Division of Cost

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	6,370,000	(*)	160,000	(**)	2,570,000	(BAL)	9,100,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	576,513	(*)	25,000	(**)	222,077	()	823,590
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 6,946,513		\$ 185,000		\$ 2,792,077		\$ 9,923,590

*Maximum FHWA (STU) participation 70% not to exceed \$6,946,513.**Maximum STATE participation not to exceed \$185,000. used as match to STU for work on US 30 (Lincoln Hwy)

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

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

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

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

APPROVED

Local Agency

John A. Ostenburg

Name of Official (Print or Type Name)

Mayor

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

(Signature)

Date

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

William Frey, Interim Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

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

DUNS Number 079761573

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

AGENDA BRIEFING

DATE: April 11, 2012

TO: Mayor Ostenburg,
Board of Trustees

FROM: Ronald Erickson, Chief Water Plant Operator

SUBJECT: Award of Annual Contracts for Water Treatment Chemicals

BACKGROUND/DISCUSSION:

On Tuesday, March 27, 2012, at 2:00 p.m., the Department of Public Works opened bids for the annual supply of water treatment chemicals for use at the Water Treatment Plant. The bid was advertised in the Southtown Star newspaper and followed Village purchasing policies for purchases over \$20,000. The bid is designed so that each item can be awarded separately to the lowest bidder. Fifteen bids were mailed or electronically sent, five were received for consideration. A bid tab sheet is attached. Purchases will be paid from the Water Fund. Sufficient funding is included in the FY11/12 budget and proposed in the FY12/13 budget.

CHEMICALS:

- Hydrofluosilicic Acid is used as a fluoride supplement to help prevent tooth decay.
The low bidder for 24,000 lbs of hydrofluosilicic acid is Viking Chemical in the amount of \$13,080.00 at a unit price of \$0.545. Last year's price was \$0.415/lb.
- Salt is used to produce sodium hypochlorite which is used as the disinfectant at the plant and in the distribution system.
The low bidder for 70 tons of salt is Viking Chemical in the amount of \$17,290 at a unit price of \$247.00/ton. Last year's price was \$274.00/ton.
- Carbon Dioxide is used to reduce the pH and stabilize the water after lime softening.
The low bidder for 300 tons of carbon dioxide is Linde Inc. in the amount of \$22,500.00 at the unit price of \$75.00/ton. Last year's price was \$75.00/ton.
- Soda Ash is used to raise the alkalinity of the raw water and thereby help remove water hardness in the treatment process. The low bidder for 780 tons of soda ash-

light is Brenntag Mid-South, Inc. in the amount of \$299,153 at the unit price of \$383.53/ton. Last year's price was \$372.82/ton. Thatcher Company of Montana bid on an alternate; soda ash - dense. This product does not meet the bid specification. Because the plant is designed to use soda ash – light, the light grade works most effectively with our equipment.

RECOMMENDATION: The Public Works Department recommends the award of the annual supply of Water Treatment Chemicals to the above-listed qualified low bidders.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular Meeting of April 16, 2012, for approval.

2012 WATER TREATMENT CHEMICALS

Acid Products Co. Inc.
600 West 41st Street
Chicago, IL 60609
Attn: Tom O'Brien

Air Liquide Industrial U.S. LP
5230 S. East Avenue
Countryside, IL 60525-3133
Attn: Amy Mertz

Alexander Chemical Company
1901 Butterfield Road, Suite 120
Downers Grove, IL 60515
Attn: Timothy Doody

Brenntag Mid-South Inc.
4616 South Enterprise Drive
Bartonville, IL 61607
Attn: Clint Olin

Continental Carbonic Products Inc.
3985 East Harrison Avenue
Decatur, IL 62526
Attn: Christina Miller

Ethanol Products LLC
9530 E. 37th Street N.
Wichita, KS 67226

Hawkins, Inc.
10100 South Archer
Willow Springs, IL 60480
Attn: Mike Carroll

Hydrite Chemical Company
800 North Oakwood Road
Lake Zurich, IL 60047
Attn: Steve Reid

Linde, Inc.
575 Mountain Avenue
Bldg 3 South
Murray Hill, NJ 07974
Attn: Kyle Kerecman

Pain Enterprises, Inc.
Carbon Dioxide Sales
101 Daniels Way
Bloomington, IN 47404
Attn: Mark Morris

Viking Chemical Company
1827-18th Avenue
Rockford, IL 61110
Attn: Geza Ehrentreu

Thatcher Company of Montana
P.O. Box 27407
Salt Lake City, UT 84127-0407
Attn: Jim Perkins

AGENDA BRIEFING

DATE: April 10, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Ronald Erickson, Chief Water Plant Operator

SUBJECT: Award of Contract for Removal and Disposal of Lime Residuals

BACKGROUND/DISCUSSION:

On Tuesday, March 27, 2012, at 1:30 p.m., the Department of Public Works opened bids for Removal and Disposal of Lime Residuals from Water Treatment Plant and Lagoon. The bid was advertised in the Southtown Star and followed Village purchase policies for purchases over \$20,000. A copy of the Public Notice is attached. Four bids were mailed out and a copy of the bidders list is attached. One bid was received for consideration and one no bid letter was received. A copy of the no bid letter and bid tab sheet is attached. This contract will be in effect for a one-year period beginning May 1, 2012 and ending April 30, 2013. The contract also includes an annual renewal provision for four additional one year periods. Renewal price adjustments will be based on the Consumer Price Index and will be subject to Village purchasing policies.

This contract includes the removal and disposal of the annual production of lime residuals from the Water Softening and Filtration Plant along with removal of additional residuals accumulated in the lagoons. This contract includes provisions and proposals for both phases of residual removal.

The Water Plant incorporates a plate press, which dewateres the lime residuals produced by the lime softening process (Water Plant Residuals). The press is located on the second floor of the plant and discharges the residuals, by gravity, into a semi-truck trailer located on the first floor. The Water Plant produces approximately 10 dry tons of residuals per day.

The Village also incorporates a settling lagoon which is currently used as a backup system to the press (Lagoon Residuals). The lime slurry is pumped to the lagoons where solids are settled and water overflows or evaporates from the lagoon. Residual removed from the lagoons will be required, as needed. The Village will provide the contractor a written notice to remove residuals from the lagoons, as needed. The contractor will have 180 days to remove the required residuals from date of notice. Lagoon clean outs are estimated to be one time per calendar year or less. A quantity of 2000 to 4000 dry tons of residuals will be removed per cleanout.

PERMITS

The Village's current Illinois Environmental Protection Agency, Water Pollution Control Permit, for the Land Application of Lime Residuals, is in effect until August 31, 2015. The contractor must conform to all special conditions of the permit. The contractor will be responsible for providing all necessary documentation of residual quantities removed and application locations as required by the permit.

METHODS OF REMOVAL AND DISPOSAL

The contractor will remove the water plant residuals six days a week using semi-dump trailers. The contractor will provide the trailers and spot them in the truck bay under the plate press.

The semi-solid lagoon residuals will be removed with a backhoe and water tight dump trucks. The liquid lime slurry will be removed with a dredge pump and tanker trucks.

The lime residuals will be transported to farm fields and spread as an agricultural pH supplement.

LOW BIDDER

The low bidder for the removal of lime residuals is Steward Spreading, Inc., with a unit price of \$35.50 per dry ton for 4000 dry tons of water plant residuals and a unit price of \$38.50 for 2000 dry tons of lagoon residuals which is a total annual amount of \$219,000. The 2011/2012 contractual unit price is \$33.35, per dry ton, for water plant residuals and a unit price of \$33.88, per dry ton, for lagoon residuals.

Steward Spreading, Inc is the current contractor for the project. They have met all of their contractual obligations over the last three years.

RECOMMENDATION

The Public Works Department recommends the Board award the contract to the lowest bidder, Steward Spreading, Inc. of Sheridan, Illinois for a total price of \$219,000. The contract will be paid from the Water Fund and is included in the 20011/2012 and 2012/2013 budget.

SCHEDULE FOR CONSIDERATION

This item will appear on the Agenda of the Regular Meeting of April 16, 2012 for your approval.

BID TAB
REMOVAL AND DISPOSAL OF LIME RESIDUALS
3/27/2012, 1:30 p.m.

		WATER PLANT RESIDUALS		LAGOON RESIDUALS		
		4000 DRY TONS		2000 DRY TONS		
BIDDER	BID BOND	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	1 YEAR CONTRACT TOTAL
Steward Spreading, Inc.	Yes	\$ 35.50	\$ 142,000	\$ 38.50	\$ 77,000	\$ 219,000
Synagro Central, LLC		No Bid Letter				

BIDDERS LIST
LIME SLUDGE REMOVAL

Continental Farms
P.O. Box 1082
Peotone, IL 60468
Attn: Noel Burke

Merrell Bros.
811 West 500 North
Kokomo, IN
Attn: Ted Merrell

Stewart Spreading
3870 N. Route 71
Sheridan, IL 60551
Attn: Greg Farrantello

Synagro
1250 Larkin Ave.
Suite 10
Elgin, IL 60123
Attn: M. Holub

dbl; 3-20-12

VILLAGE OF PARK FOREST
WATER PLANT

ADORDERNUMBER: 0000256430-01

PO NUMBER: WATER PLANT

AMOUNT: \$94.90

NO OF AFFIDAVITS: 1

INVITATION FOR BIDS
NOTICE IS HEREBY GIVEN by
the President and Board of
Trustees of the Village of Park
Forest, Cook and Will Counties,
Illinois that sealed bids will be
received for the following con-
tract:

REMOVAL AND DISPOSAL OF
LIME RESIDUALS --
WATER PLANT

Bids will be received until 1:30
P.M. on Tuesday, March 27,
2012 at the office of the Director
of Public Works, Village of Park
Forest, 350 Victory Dr., Park
Forest, Illinois, and will be pub-
licly opened and read at that
time.

Bid forms and specifications are
available at the office of the Di-
rector of Public Works, Village
of Park Forest, 350 Victory Dr.,
Park Forest, Illinois. The Village
reserves the right to refuse to is-
sue bid forms and specifications
to any person, firm, or corpora-
tion that it considers to be un-
qualified. Proposals must be
submitted on the forms provid-
ed.

No bid shall be withdrawn after
the opening of bids without the
consent of the President and
Board of Trustees of the Village
of Park Forest for a period of 45
days after the scheduled time of
the bid opening. The Village re-
serves the right to reject any
and all bids, waive irregularities
in bids, and make award in the
best interest of the Village.

The contractor shall be required
to furnish sufficient insurance or
guaranty of indemnity to the Vil-
lage of Park Forest, Illinois
against any and all claims which
might arise for damages to per-
sons or property due to the neg-
ligence of himself, his employ-
ees, or his agents during the
construction of said improve-
ment and until said improve-
ment has been fully accepted as
complete by the President and
Board of Trustees of the Village
of Park Forest.

Dated at Park Forest, Illinois,
this 2nd day of March, 2012.

President and Board of Trust-
ees

Village of Park Forest, Illinois

By: Sheila McGann

Village Clerk

256430 3/4/2012

Sun Times Media
Sun-Times Media South
Certificate of Publication

FILE COPY

State of Illinois - County of Cook, Will

Sun-Times Media South, does hereby certify it has published the attached
advertisements in the following secular newspapers. All newspapers meet Illinois
Compiled Statue requirements for publication of Notices per Chapter 715 ILCS 5/0.01
et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF.
July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.

Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 03/04/2012

SouthtownStar

RECEIVED

MAR 09 2012

PUBLIC WORKS DEPT.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused
this Certificate to be signed and notarized

By



David Fontechia

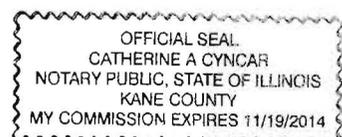
Account Manager - Public Legal Notices

Subscribed and sworn to before me this 4th Day of March 2012 A.D.



Notary Public

VILLAGE OF PARK FOREST
350 VICTORY DR
PARK FOREST, IL 60466-2003



INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN by the President and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that sealed bids will be received for the following contract:

REMOVAL AND DISPOSAL OF LIME RESIDUALS --WATER PLANT

Bids will be received until **1:30 P.M., on Tuesday, March 27, 2012** at the office of the Director of Public Works, Village of Park Forest, 350 Victory Dr., Park Forest, Illinois, and will be publicly opened and read at that time.

Bid forms and specifications are available at the office of the Director of Public Works, Village of Park Forest, 350 Victory Dr., Park Forest, Illinois. The Village reserves the right to refuse to issue bid forms and specifications to any person, firm, or corporation that it considers to be unqualified. Proposals must be submitted on the forms provided.

No bid shall be withdrawn after the opening of bids without the consent of the President and Board of Trustees of the Village of Park Forest for a period of 45 days after the scheduled time of the bid opening. The Village reserves the right to reject any and all bids, waive irregularities in bids, and make award in the best interest of the Village.

The contractor shall be required to furnish sufficient insurance or guaranty of indemnity to the Village of Park Forest, Illinois against any and all claims which might arise for damages to persons or property due to the negligence of himself, his employees, or his agents during the construction of said improvement and until said improvement has been fully accepted as complete by the President and Board of Trustees of the Village of Park Forest.

Dated at Park Forest, Illinois, this 2nd day of March, 2012.

President and Board of Trustees
Village of Park Forest, Illinois

By: _____
Sheila McGann
Village Clerk



March 27, 2012

RECEIVED

MAR 27 2012

PUBLIC WORKS DEPT.

Village of Park Forest
Public Works Directors Office
350 Victory Drive
Park Forest, IL 60466

Re: Removal and Disposal of Lime Residuals- Water Plant

To Whom It May Concern:

Thank you for your Invitation for Bids for the Removal and Disposal of Lime Residuals-Water Plant. Synagro Central, LLC regrets that we must return a "No Bid" at this time.

Having been in business for over 30 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal and industrial customers and operations in 33 states. Please visit our website at www.synagro.com for information on our company's capabilities and the various services and solutions we provide our customers.

Please keep us on your bidders list for future projects.

Sincerely,

A handwritten signature in black ink that reads "Matt Holub/pd". The signature is written in a cursive, flowing style.

Matt Holub
Area Sales Manager

MH:pd

AGENDA BRIEFING

DATE: April 10, 2012

TO: President Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre – Assistant Village Engineer

RE: Awarding of the FY 12-13 MFT Street Sweeping Maintenance Contract

BACKGROUND/DISCUSSION:

On Friday, March 23, 2012 at 10:00 a.m., the Department of Public Works (DPW) opened 3 bids for the FY 12-13 MFT Street Sweeping Maintenance Contract. Invitations to bid were published in the *Star* Newspaper and in the Illinois Department of Transportation Construction Bulletin. Bids were also sent to five qualified bidders. Illinois Central Sweeping LLC, located in Blue Island, IL, was the lowest bidder in the amount of \$43,500.00 dollars. Illinois Central Sweeping's bid is \$20.9% (\$7521) over the Engineer's Estimate and Elgin Sweeping Services submitted a NO BID. See attached Tabulation of Bids.

This maintenance contract will provide for 5 Village wide sweeps, 2 Village owned parking lot sweeps, 2 Old Plank Rd. Bike Trail sweeps, and any emergency sweeping throughout the next fiscal year. On February 20th, the Village Board approved a Motor Fuel Tax Resolution in the amount of \$541,462.22 dollars, for maintaining streets from July 1, 2012 to June 30, 2013, where funds are budgeted for this work.

Illinois Central Sweeping LLC has performed street sweeping work for the village before and has satisfactorily completed all items under past contracts. According to the **Special Provision for Bidding Requirements and Conditions for Contract Proposals**, DPW may increase any of the scheduled quantities of work and payment to the contractor will be made only for actual quantities of work performed and accepted. DPW requests the authorization to take advantage of this opportunity if necessary, and as determined by the Village Engineer.

RECOMMENDATION: Award the FY 12-13 MFT Street Sweeping Maintenance Contract to Illinois Central Sweeping LLC, of Blue Island, IL, in the amount of \$43,500.00 dollars with a 25% contingency for additional work as determined by the Village Engineer, for a total cost not to exceed \$54,375.00 dollars, and to authorize the Village Manager to enter into a Contract with Illinois Central Sweeping LLC for this work.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of April 16, 2012 for approval.



Tabulation of Bids

County: Cook and Will Date: 3/23/2012
 Local Agency: Park Forest Time: 10:00 AM
 Section: 13-00000-01-GM Appropriation:
 Estimate: 35,979.00

Name of Bidder:		Elgin Sweeping Services		Illinois Central Sweeping		Dejana Industries														
Address of Bidder:		1015 W. Pershing Rd		2307 W. 135th Place		2130 Oxford Rd														
		Chicago, IL 60609		Blue Island, IL 60406		Des Plaines, IL 60018														
Proposal Guarantee:		\$0		\$1,000		\$1,000														
Terms:		Submitted a No Bid.				or 5% of total bid.														
Approved Engineer's Estimate																				
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Village Wide Sweep		EA	5	6,780.00	\$ 33,900.00		\$ -	8,200.00	\$ 41,000.00	11,778.00	\$ 58,890.00		\$ -		\$ -		\$ -		\$ -
2	Parking Lot Sweep		EA	2	460.00	\$ 920.00		\$ -	500.00	\$ 1,000.00	800.00	\$ 1,600.00		\$ -		\$ -		\$ -		\$ -
3	Bike Trail Sweep		EA	2	200.00	\$ 400.00		\$ -	300.00	\$ 600.00	320.00	\$ 640.00		\$ -		\$ -		\$ -		\$ -
4	Special/Emergency Sweep		HR	3	113.00	\$ 339.00		\$ -	150.00	\$ 450.00	100.00	\$ 300.00		\$ -		\$ -		\$ -		\$ -
5	Special/Emergency Sweep(Wkd&Hol)		HR	3	140.00	\$ 420.00		\$ -	150.00	\$ 450.00	125.00	\$ 375.00		\$ -		\$ -		\$ -		\$ -
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VILLAGE OF PARK FOREST

AGENDA BRIEFING

DATE: April 11, 2012

TO: Mayor John Ostenburg
Board of Trustees

FROM: Robert Gunther
Parks Superintendant

RE: Mowing Contract

BACKGROUND/DISCUSSION:

Bids were recently solicited for the mowing of designated areas within the Village. The bid announcement was sent to 22 companies that have requested to be on the Village's bid list for this work.

We received bids from three companies and these are enumerated below. The contract is divided into separate areas for billing purposes and the totals are for the estimated number of mowings for the season. As this spring has shown the number of mowing per season can vary significantly depending on the weather

	Suburban Landscaping Chicago Heights	H L Landscape Joliet	Matt's Property Maintenance Park Forest
Locations Mowed Weekly			
#1 - Downtown	\$ 550.00	\$ 1,000.00	\$ 300.00
#2 - Indianwood	\$ 180.00	\$ 325.00	\$ 125.00
#3 - Library	\$ 110.00	\$ 70.00	\$ 60.00
#4 - Aqua Center	\$ 80.00	\$ 125.00	\$ 45.00
#5 - Freedom Hall	\$ 55.00	\$ 70.00	\$ 60.00
#6 - Tennis & Health Cub	\$ 55.00	\$ 70.00	\$ 50.00
#7 - Police Station	\$ 95.00	\$ 70.00	\$ 50.00
#8 - Fire Station	\$ 55.00	\$ 70.00	\$ 55.00
#9 - Water Plant	\$ 80.00	\$ 75.00	\$ 65.00
#10 - Well #7 & #2	\$ 180.00	\$ 85.00	\$ 35.00
#11 - Commuter lots	\$ 40.00	\$ 100.00	\$ 130.00
Weekly total	\$ 1,480.00	\$ 2,060.00	\$ 975.00
Cost for 26 Mowings	\$ 38,480.00	\$ 53,560.00	\$ 25,350.00

Locations Mowed every 2 weeks			
#12 - Orchard Dr.	\$ 140.00	\$ 250.00	\$ 120.00
#13 - Rt 30	\$ 95.00	\$ 100.00	\$ 125.00
#14 - 26'th St.	\$ 100.00	\$ 100.00	\$ 95.00
#15 - Tamarack St.	\$ 75.00	\$ 100.00	\$ 75.00
#16 - Cul-De-Sac	\$ 310.00	\$ 475.00	\$ 170.00
#17 - Act. # 330000	\$ 960.00	\$ 1,840.00	\$ 444.00
#18 - Act. # 012000	\$ 685.00	\$ 1,955.00	\$ 408.00
Biweekly total	\$ 2,365.00	\$ 4,820.00	\$ 1,437.00
Cost for 12 Mowings	\$ 28,380.00	\$ 57,840.00	\$ 17,244.00
Estimated Annual Cost	\$ 66,860.00	\$ 111,400.00	\$ 42,954.00

The apparent low bidder, Matt's Property Maintenance; after discussing this with Director Joyce, our opinion is the bid is too low. Reviewing the past ten years of bids shows the usual bids to be more consistent with bids such as Suburban Landscaping has presented. For example, during this time at least four different contractors have had the work and all but one have been in the \$500.00 to \$600.00 range for the Downtown mowing. One was significantly lower and we had to cancel the contract due to poor performance. I have spoken with Mr. Eisele of Matt's Property maintenance and found that this would be their first commercial account. I am also concerned that Mr. Eisele's company is big enough to meet the requirements of the contract. This past season the contractor averaged 100 hours per week using two five man crews maintaining this contract. This being said I would like to award some of this contract to Matt's Property Maintenance, giving him a two month period to demonstrate his capacity to meet the requirements of this contract. I have received assurances from his insurance carrier that he will be able to meet the Villages' insurance requirements. Should his work prove satisfactory we will continue the contract for the remainder of the season and entertain his growing into more Village work in future years. This is allowed in our specification documents and I have spoken with Mr. Eisele about this.

Suburban Landscaping has had this contract for the last five years and has proven to be an excellent partner with the Village in maintaining its public spaces. They have often done extra maintenance or clean-up at their own expense and the manager of this account has taken a proprietary interest in seeing that Park Forest looks its best. I have discussed dividing the contract with Mr. Propst, the account manager and though reluctant he is willing to do this and assume the remainder of the contract should that be necessary.

We recommend that the maintenance of the cul-de sacs and selected vacant properties in town be awarded to Matt's Property Maintenance; estimated season total to be \$10,968.00. We also recommend the remainder of the contract be awarded to Suburban Landscaping with an estimated season total of \$48,380.00.

SCHEDULE FOR CONSIDERATION: This item will appear on the Consent Agenda of the Regular Meeting of April 16, 2012 for Board consideration and approval.

AGENDA BRIEFING

DATE: April 10, 2012

TO: Mayor Ostenburg
Board of Trustees

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

RE: Ordinance Adopting the Housing Element of the Official Comprehensive Plan and Amending Chapter 78 (“Planning”), Article III (“Official Plan”), Section 78-62 (“Created and Adopted”) of the Code of Ordinances

BACKGROUND/DISCUSSION:

In February 2011, the Village began working with the Metropolitan Mayors Caucus, the Metropolitan Planning Council, and the Chicago Metropolitan Agency for Planning to prepare a housing policy action plan for the Village. This effort was undertaken as a regional endeavor, including the municipalities of Hazel Crest, Lansing, and Olympia Fields. The final report on *Homes for a Changing Region* was completed in December 2011. All Village Board members have received a copy of the final report, and it is posted on the Economic Development and Planning page of the Village web site for public review.

The Board of Trustees, Plan Commission and Economic Development Advisory Board attended several meetings to be introduced to the planning process, comment on initial findings, and review proposed implementation strategies. A community workshop was held in June 2011 to gather input from the public at large about Park Forest’s housing future. This public meeting included a design charette at which those in attendance were asked to make urban design recommendations for new and infill housing development in four areas of the Village. The final *Homes for a Changing Region* plan was presented to the Board of Trustees and the Plan Commission in December 2011. The final plan reviews the existing housing conditions in the Village, and projects future housing needs based on demographic trends of age, household size, household income and other factors. It also considers the need to incorporate sustainability elements into future housing improvements and development.

Section 78-62 of the Municipal Code of Ordinances identifies the 1983 “Park Forest Policies Plan” as the “official comprehensive plan.” It further updates the land use and economic development elements of the official comprehensive plan by adopting the 2008 Strategic Plan for Land Use and Economic Development as part of the official plan. At this time, it is appropriate for the Board to consider updating the housing element of the official comprehensive plan with the *Homes for a Changing Region* plan (the chapters titled “Introduction”, “Park Forest”, and “Appendix” only).

The Village Attorney has reviewed and approved the attached Ordinance.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular meeting of April 16, 2012, for final reading.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE HOUSING ELEMENT
OF THE OFFICIAL COMPREHENSIVE PLAN AND
AMENDING CHAPTER 78 (“PLANNING”), ARTICLE III (“OFFICIAL PLAN”),
SECTION 78-62 (“CREATED AND ADOPTED”)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS

WHEREAS, the Metropolitan Mayors Caucus, the Metropolitan Planning Council, and the Chicago Metropolitan Agency for Planning (the “Consultants”) selected the Village of Park Forest to participate in their *Homes for a Changing Region* project in February 2011; and

WHEREAS, the Plan Commission of the Village of Park Forest (“Plan Commission”) and Mayor and Board of Trustees recognized the need to prepare an updated plan to prepare for the future housing needs within the Village of Park Forest; and

WHEREAS, the Mayor and Board of Trustees and the Park Forest Plan Commission met with the Consultants in February 2011 to begin the planning process; and

WHEREAS, the *Homes for a Changing Region* housing policy plan was fully funded in part by a grant from the Consultants; and

WHEREAS, the Board of Trustees and Plan Commission met with the Consultants to provide input for the housing policy plan; and

WHEREAS, a public workshop to gather public input on the housing policy plan was held in June 2011; and

WHEREAS, the Mayor and Board of Trustees have reviewed the *Homes for a Changing Region* housing policy plan and determined that it is in the best interests of the Village to adopt the Plan.

NOW, THEREFORE, 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. **Recitals Incorporated.** The recitals set forth above constitute a material part of this Ordinance as if set forth in their entirety in this Section 1.

Section 2. **Plan Adopted.** The following chapters of the *Homes for a Changing Region* housing policy plan are hereby adopted as the housing element of the comprehensive plan for the Village of Park Forest: (1) Introduction; (2) Park Forest; and (3) Appendix.

Section 3. **Village Code Amended.** Chapter 78 (“Planning”), Article III (“Official Plan”), Section 78-62 (“Created and Adopted”) of the Code of Ordinances of the Village of Park

Forest, Cook and Will Counties, Illinois, is amended by adding the underlined language to read as follows:

Sec. 78-62. Created and Adopted.

There is adopted the official comprehensive plan of the village; such official comprehensive plan having been adopted by the village on March 28, 1983, entitled “the Park Forest Policies Plan.” The land use and economic development elements of the official comprehensive plan have been updated by the village pursuant to the adoption of the “Strategic Plan for Land Use and Economic Development,” on November 24, 2008. The housing element of the official comprehensive plan has been updated by the village on April 16, 2012, pursuant to the adoption of the following chapters contained in the *Homes for a Changing Region* report: (1) Introduction; (2) Park Forest; and (3) Appendix.

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 _____, 2012.

APPROVED:

ATTEST:

MAYOR

CLERK

AGENDA BRIEFING

DATE: April 10, 2012

TO: Mayor John Ostenburg
Board of Trustees

FROM: Mary G. Dankowski, Deputy Village Manager/Finance Director

RE: AN ORDINANCE AMENDING ORDINANCE NO. 1945 ADOPTING THE ANNUAL BUDGET FOR THE YEAR COMMENCING JULY 1, 2011 AND ENDING JUNE 30, 2012

BACKGROUND/DISCUSSION

Halfway through the fiscal year, expenses and revenues are analyzed. **This analysis was presented to the Board at the six month review on February 25, 2012.** After the analysis, the budget should be amended to include revenues that have been received that were not included in the budget, as adopted, and expenses that have, similarly, been incurred that were unexpected. Budget amendments are required for spending authority. Amendments are requested in the following areas: encumbrances, Board directives, grants, adjustments and other initiatives.

Encumbrances

At the end of a fiscal year, departments are asked to identify those projects or funds that were approved by the Board, but not expended. In order to ensure that the funds are available in the next budget, they are assigned. These funds are noted as an assigned fund balance on page 25 of the Village audit. The process recommended by the Village auditors is for the Board to approve the current year expenditure of these funds by Budget amendment.

The following list details those expenditures that were assigned at June 30, 2011 in the General Fund. These items will be (or were) spent in Fiscal 2012.

ADMINISTRATIVE PURPOSES

20,000.00	Training -- Computer, Leadership Development
49,000.00	IRMA Deductible
3,200.00	Senior Commission Initiative
16,000.00	Payroll Service/Time & Attendance
3,000.00	Internal Audit
<u>20,000.00</u>	I/T -- Software Upgrades
111,200.00	

POLICE

20,570.00 Youth Programs (20% of FY11 Vehicle Seizure Revenue)

FIRE

1,804.00 Hazardous Materials Equip-Meter Repl (CN)
1,975.00 Training Site Driveway Maintenance (CN)
3,828.00 Training Manual Update (CN)
7,607.00

RECREATION & PARKS PURPOSES

6,800.00 Software -- Online Registration Project
10,000.00 Emergency Repairs
33,000.00 Urban Forestry/Tree Trimming/Emerald Ash Borer
9,000.00 Walkways
43,200.00 Illinois Park
5,000.00 Rec Center Equipment/School District Coop Projects
107,000.00

PUBLIC WORKS PURPOSES

25,000.00 Engineering - Storm Sewer

ECONOMIC DEVELOPMENT PURPOSES

3,800.00 Realtor Training/Brochure (Diversity Inc)
15,000.00 Park Forest Business-Capacity Building Course (CN)
25,000.00 Additional Projects (CN)
1,250.00 Mural Brochure Design & Printing
45,050.00

COMMUNITY DEVELOPMENT PURPOSES

50,000.00 Inspection Software

366,427.00

Similar to encumbrances, DUI fines are reserved for DUI enforcement. In the prior year \$3,713 was identified as a fund balance reserve.

Police

\$1,123 – DUI Enforcement

PEG fees are collected for specific cable equipment enhancements. The accumulated fund balance is available for this purpose.

PEG Fees

\$56,169

Grants

Fire Department

The Fire Department received a Department of Homeland Security Staffing for Adequate Fire and Emergency Response (SAFER) grant. This grant is a \$62,800 grant for the training of new Paid-On-Call (POC) members, of which \$19,062 was spent in prior year. There is no Village matching funds required. This grant covers a potential four year time frame. The anticipated costs for this year are:

Materials & Supplies	\$ 1,000	
Training Tuition	3,800	
Training Drill Pay 70%	<u>11,200</u>	
Total 2012 Expenditures	\$16,000	
Grant Revenue		\$16,000

The Fire Department received an award for fire hose replacement. This \$54,370 project requires a 10% match. This replacement will cover ten years of need.

Capital Expenditure	\$39,362	
Training	3,435	
O/T	8,899	
Grant Revenue		\$48,933

The Village received an IDNR Grant for wild land (forests, grass, open fields) fire suppression for a total project of \$4,204 with \$2,201 match to be paid by the Village.

Capital	\$4,204	
Grant Revenue		\$2,101

The Village received a second Enbridge Grant for 3 doors at the fire training site to which Prairie State College contributed an additional \$2,537.

Capital	\$1,000	
Grant Revenue		\$1,000

The Fire Department has also applied for a staffing grant. This grant funds one additional firefighter/paramedic for the first 2 years of a 3 year commitment. Not included in this grant is the training and equipping costs of \$8,295.

Salary	\$54,216	
Medicare	651	
Health, Dental, Life	5,254	
Pension	19,360	
Grant Revenue		\$79,481
Travel	\$ 1,725	

Training	3,495
Operating Supplies	120
Uniforms	1,244
Capital (Turnout Gear)	1,711

The Fire Department just received notice of a grant award for a command training center which would include computers, software and radios. There is a 10% match.

Capital Equipment	\$22,000	
Grant Revenue		\$19,800

Economic Development

The Village received a \$100,000 grant from ILDCO to conduct an analysis of the Transit Oriented Development for all three communities involved in the site area. The project was started in the prior year, following is the balance.

Professional Services	\$63,039	
Grant Revenue		\$63,039

CDBG

The Village will be receiving a CDBG IKE Grant to demolish 23 homes.

CDBG Expense	\$236,250	
CDBG Grant Revenue		\$236,250

A NSP CDBG was received for demolition of nine houses.

CDBG Capital Expense	\$88,313	
CDBG Grant Revenue		\$88,313

Marshall Fields Demolition

The balance of the Marshall Fields demolition project will occur in 2011/2012. The total project costs were \$1,225,585 with \$930,062 in CDBG grant funds. The balance of \$295,523 will be charged to the TIF funds.

Balance of CDBG Funds (\$930,062 - \$852,116)		
Grant Revenue		\$77,946
TIF Funds remaining balance	\$195,000	

MFT

As noted in “Current Year Trends” there are several roadway projects pending, some require 100% funding of design engineering.

Design Engineering Lakewood/Indianwood	\$45,000
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Other Adjustments

DownTown

The DownTown fund has the ability to utilize \$200,000 for roadway improvements around the former Marshall Fields site and down Lester.

Capital Outlay	\$200,000
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TIF

With Legacy Square fully assessed, the property tax rebate to Bigelow will increase for the current year. The agreement calls for a \$1,000,000 cap on the rebate. Therefore, next year will be the final distribution at \$150,788.

TIF Rebate	\$300,000
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Aqua Center

Every year at audit time the Board reviews the operations of the recreation enterprise funds, the Aqua Center and the Tennis and Health Club. Over the past few years the Village has supported these operations with a total transfer of \$215,000. The transfer has been allocated \$120,000 to \$140,000 to the Aqua Center and \$75,000 to \$95,000 to the Tennis and Health Club. For the most part the Tennis and Health Club has operated within this level of support. The Aqua Center has not. For the last two years support needed has been \$200,000. A budget amendment will be made again for this year. The transfer for 2012/2013 will increase to \$200,000.

Transfer to Aqua Center	\$80,000
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Assigned Fund Balance Adjustments

According to fiscal policies the Finance Director has the ability to assign fund balances based upon Board directives and goals. At the beginning of Budget Amendment discussion the amendments for expenditures approval but unspent in the prior year is included. In addition, the following fund balances were assigned.

Orchard Drive reconstruction /CN	\$2,450,000
Sound Barrier/CN	1,000,000

With the roadway analysis identified in current year trends, it is recommended that \$300,000 be added to the Orchard Roadway assignment. In addition, a new Assigned Fund Balance for IRMA deductible is recommended. Finally, the description for the \$1,000,000 from CN would change to Eastgate Redevelopment/CN.

Recommended Assigned Fund Balances

Orchard Drive Reconstruction	\$2,750,000
Eastgate Redevelopment/CN	\$1,000,000
IRMA Deductible	\$ 500,000

Summary

As noted in the previous discussion, operating revenues and expenditures have stabilized. Roadway and housing grant funded projects will be a major focus into 2012/2013.

SCHEDULE FOR CONSIDERATION: This item is scheduled for adoption at the Regular Board Meeting of April 16, 2012.

To: Mary Dankowski, Deputy Village Manager/Finance Director

From: Barbara Osuch, Library Director

Subject: Amendment to FY 2011/2012 Library Budget

February 17, 2012

The Library is requesting an amendment to allow for the expenditure for improvements to the Library's exterior lighting. The overall cost of this project is Library Board approved an additional

Expenditure Increase

<u>Account</u>	<u>Item</u>	<u>Amount</u>	<u>Current Budget</u>	<u>Adjusted Budget</u>
03-15-00-56-0000	Other Capital Outlays	\$55,178	\$65,000	\$120,178

A second amendment is requested to allow for an assigned fund balance to increase in the Library's IRMA insurance deductible. The Library Board of Trustees approved the expenditure of these funds.

Expenditure Increase

<u>Account</u>	<u>Item</u>	<u>Amount</u>	<u>Current Budget</u>	<u>Adjusted Budget</u>
03-15-00-51-0300	IRMA Deductible	\$50,000	\$86,887	\$136,887

We are requesting that these changes be included in the Village's budget amendments.

ORDINANCE NO _____

**AN ORDINANCE AMENDING ORDINANCE NO. 1945
ADOPTING THE ANNUAL BUDGET FOR THE YEAR
COMMENCING JULY 1, 2011 AND ENDING JUNE 30, 2012**

WHEREAS, the Village of Park Forest, Cook and Will Counties, Illinois, is a home rule unit of government pursuant to the provision of Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, as a home rule unit of government, the Village may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the Village of Park Forest adopted its Annual Budget pursuant to Ordinance No. 1945 adopted by the Village Board of Trustees on June 28, 2011; and

WHEREAS, the Village desires to amend this budget to reflect the actual financial transaction of the Village as hereinafter specified.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, as follows:

Section I. The following amendments to the 2011/2012 Annual Budget of the Village of Park Forest heretofore adopted, are hereby authorized and directed:

	<u>Current Budget</u>	<u>Dr (Cr) Adjustments</u>	<u>Adjusted Budget</u>
<u>General Fund Revenues</u>			
010000-410000 Federal Grants	(13,500)	(164,214)	(177,714)
010000-410100 State Grants	0	(65,140)	(65,140)
010000-410200 Local Grants	0	(1,000)	(1,000)

	<u>Current</u> <u>Budget</u>	<u>Dr (Cr)</u> <u>Adjustments</u>	<u>Adjusted</u> <u>Budget</u>	
<u>General Fund Expenditures</u>				
010000-580000	Transfer to Other Funds	421,982	80,000	501,982
010100-510400	IRMA Deductible Payments	200,000	49,000	249,000
010100-520300	Training Expense	25,300	20,000	45,300
010100-541100	Public Info/Education Supplies	10,000	56,169	66,169
010102-540400	Meeting Expense	7,300	3,200	10,500
010104-530000	Professional Services	24,940	16,000	40,940
010104-530300	Audit Services	16,290	3,000	19,290
010104-560000	Capital Outlays	65,000	20,000	85,000
010700-500210	Police Part-time Salaries	187,246	20,570	207,816
010700-540750	DUI Program Supplies	0	1,123	1,123
010800-500000	Regular Salaries	1,988,976	54,216	2,043,192
010800-500100	Overtime Salaries	204,841	8,899	213,740
010800-500200	Temporary/Part-time Salaries	84,773	11,200	95,973
010800-510100	Health Insurance Premium	286,700	5,254	291,954
010800-520000	Other Travel Expense	6,000	1,725	7,725
010800-520300	Training Expense	22,080	10,730	32,810
010800-520610	FICA	33,091	651	33,742
010800-540000	Other Operating Supplies	12,240	1,120	13,360
010800-540900	Uniform Exp/Protective Clothing	17,500	1,244	18,744
010800-560000	Capital Outlays	32,000	75,884	107,884
011100-560000	Capital Outlays	29,000	6,800	35,800
011107-560000	Capital Outlays	43,000	10,000	53,000
011122-550500	Contractual Grounds Maintenance	120,000	33,000	153,000
011122-560000	Capital Outlays	0	52,200	52,200
011125-560000	Capital Outlays	5,000	5,000	10,000
011700-530200	Architectural/Engineering Services	35,000	25,000	60,000
011900-530000	Other Professional Services	32,800	106,839	139,639
011900-590800	Printing/Reproduction/Graphics	25,500	1,250	26,750
012000-560000	Capital Outlays	3,800	50,000	53,800
<u>Library Expenditures</u>				
031500-510400	IRMA Deductible	0	50,000	50,000
031500-560000	Capital Outlays	65,000	55,178	120,178
<u>MFT Expenditures</u>				
041700-530200	Engineering Services	5,700	45,000	50,700

	<u>Current Budget</u>	<u>Dr (Cr) Adjustments</u>	<u>Adjusted Budget</u>
<u>CDBG Revenues</u>			
160000-410000 CDBG Grant Revenue	0	(77,946)	(77,946)
160000-410300 NSP1 Grant Revenue	0	(88,313)	(88,313)
160000-410400 IKE Grant Revenue	0	(236,250)	(236,250)
<u>CDBG Expenditures</u>			
160000-560000 CDBG Expense	0	77,946	77,946
160000-564000 Demolition: NSP1	0	88,313	88,313
160000-564100 Demolition: IKE	0	236,250	236,250
<u>TIF Fund Revenues</u>			
360000-400110 Property Tax Rebate	340,000	300,000	640,000
<u>TIF Fund Expenditures</u>			
360000-560000 Capital Outlays	100,000	195,000	295,000
<u>Aqua Center Revenues</u>			
530000-420000 Transfer from Other Funds	(120,000)	(80,000)	(200,000)
<u>DownTown Park Forest Fund Expenditures</u>			
800000-564700 Capital Outlays	90,000	200,000	290,000

Section II. That except for the amendments provided herein, the said Annual Budget is in all other respects hereby ratified and confirmed.

Section III. This Ordinance shall be in full force and effect from and after its passage, approved and publication in pamphlet form, as provided by law.

PASSED this _____ day of _____, 2012

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED:

ATTEST:

Village Mayor

Village Clerk

AGENDA BRIEFING

DATE: April 11, 2012

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

RE: AN ORDINANCE PROVIDING FOR AN ELECTRICITY AGGREGATION PROGRAM AN ORDINANCE AND AMENDING CHAPTER 106 (“UTILITIES”), OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES BY ADDING A NEW ARTICLE VIII (“ELECTRICITY AGGREGATION PROGRAM”)

BACKGROUND/DISCUSSION:

As the Village Board is well aware by now, Municipal Electrical Aggregation is a concept in which municipalities may go, en masse, to the electrical energy market on behalf of their residents and smaller commercial/retail customers. The benefits of municipal electrical aggregation are fairly simple to understand: going to the marketplace with a larger quantity of purchasers will render a better rate than going about it on an individual basis. The Village has done something similar with its supply of electricity to various Village facilities since 2007 via a partnership within the Northern Illinois Municipal Electric Collaborative (NIMEC). Since 2007, the NIMEC collaborative has grown to more than 140 jurisdictions coming together to reap the benefits of aggregation.

An Illinois state statute adopted in 2009, 20 ILCS 3855/1-92, and which went into effect on January 1, 2010, is the initiative which allows a municipality to move forward with an aggregation program. The statute has very specific steps which must unfold with any such program. The first such step was to have an ordinance adopted to place a referendum question before the citizenry. Park Forest took this action in November 2011 and the following question was before the Park Forest electorate on March 20, 2012:

“Shall the Village of Park Forest have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?”

A specific requirement in the statute related to allowing citizens to 'opt out' of any aggregate program that may be undertaken by the municipality. As can be seen from the ballot question, this opt out concept was clearly noted.

Results of the March 20th election on this issue were 1,618 residents in favor to 1,344 opposed. With a simple majority vote being needed to move forward with the electrical aggregation program, the Village can now proceed with implementation. Continuing in accordance with the statute, the Village must take the following action steps:

- An Ordinance must be adopted enabling an official Municipal Electricity Aggregation Program. Though the electorate has approved the referendum question, the corporate authorities must take official action for the program to move forward.
- A Plan of Operation and Governance needs to be developed.
- An initial public hearing must be conducted alerting the residents of the Aggregation Program and how the plan will be implemented. At this hearing, residents can inquire about the program and/or make suggestions about its design.
- A second public hearing must be conducted to inform the public of the final design of the Aggregation Program.

Related to the above points, several exhibits are attached for Board review and discussion.

- Village legal counsel has drafted the attached Ordinance establishing the actual Aggregation Program.
- Public notice that will be in the newspaper alerting the community to the public hearings related to the Aggregation Program. These hearings will take place as part of the Village's Regular Board Meetings on April 16th and 23rd.
- The Plan of Operation and Governance.

As noted above, the Village has a longstanding partnership within NIMEC. Through this relationship, the public notice and Plan of Operation and Governance were developed. Both items have subsequently been reviewed by Village legal counsel.

As the Municipal Electricity Aggregation Program is developed a few decisions will need particular discussion by the Village Board. The first relates to an administrative fee that the Village is able to assess to (re)cover costs associated with the project. As Staff understands it, this fee would be paid by the selected energy supplier serving the Village's aggregation program. The fee would be paid annually, in arrears, based upon the actual volume of the aggregation. It is believed that based previous aggregate volume levels in Park Forest, the fee would generate approximately \$50,000. In surveying other communities which have implemented an aggregation program, at least five have assessed the administrative fee. Related to this, one concept discussed with the Board previously is that this fee might be a revenue stream which could be used to fund capital items related to implementation of the soon-to-be-completed Sustainability Plan. Ultimately, the decision on this item rests with the Board. Section 106-483 in the attached ordinance highlights the language through which this fee would be assessed and it is as follows:

(b) The electricity provider selected by the village shall include in its rate an administrative fee to be remitted to the village to reimburse the village for its costs in administering the electricity aggregation program in an amount to be determined as part of the service agreement with the provider.

Another decision point for the Village Board is the issue of renewable energy sources as the aggregated accounts are taken out to bid. It is the understanding of Village Staff that that the bid process would unfold with benchmarks for various green options (10%, 25%, 50%, etc.). Similar to alternate items in other bid processes, the Village can elect whichever threshold it prefers. Indicative pricing on what these benchmarks and the associated additional costs will be forthcoming in the weeks ahead.

Another item of note in the ordinance relates to execution of bid documents. Given the volatility of the energy market, solicited bids typically are good for only a very short period of time of between 24 to 48 hours. As such, the ordinance states that the Village Manager shall be authorized to execute any and all documents with the lowest responsible electricity provider. The Village Attorney has addressed this issue with the following language:

Section 6. Authorization to Select Lowest Responsible Bidder and Execute Documents. *The Village Manager shall be authorized to select the lowest responsible electricity provider pursuant to the criteria adopted by the Board of Trustees contained in the adopted Plan of Operation and Governance adopted under the Act as set forth above and award an applicable bid. The Village Manager shall be further authorized to execute any and all documents in order to effectuate the adopted Plan of Operation and Governance for the Electricity Aggregation Program, including, but not limited to, any applicable power supply agreement with an electricity provider or other applicable agreement.*

The final item of note with this issue relates to public notice on the opt-out clause. The Village will need to be diligent in its approach to alerting the public about the opt-out clause. It would be Staff's intent to use all communications mediums possible (Discover Magazine, direct mail, cable access, web site, various Village-owned marquee signs, etc.) so as to alert residents to the opt-out clause.

SCHEDULE FOR CONSIDERATION:

This item will be on the agenda of the April 16th Regular Meeting for First Reading.

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR AN ELECTRICITY AGGREGATION PROGRAM
AN ORDINANCE AND AMENDING CHAPTER 106 (“UTILITIES”),
OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES BY ADDING
A NEW ARTICLE VIII (“ELECTRICITY AGGREGATION PROGRAM”)**

WHEREAS, the Village of Park Forest (“Village”) is a home rule municipality pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution; and

WHEREAS, Section 1-92 of the Illinois Power Agency Act (“the Act”), 20 ILCS 3855/1-92, authorizes municipalities to adopt programs for the aggregation or residential and small commercial retail electrical loads located within the municipality (“Electricity Aggregation Program”) and to solicit bids and enter into power supply agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment pursuant to the Act; and

WHEREAS, the Village may operate an Electricity Aggregation Program under the Act as an “opt-out” program whereby residential and small commercial retail customers may choose not to participate in the program if authorized by referendum pursuant to the requirements of the Act; and

WHEREAS, the Village submitted the public question of whether the Village should operate the Electricity Aggregation Program as an opt-out program pursuant to a referendum on the March 20, 2012 General Primary Election ballot, and the referendum passed by a majority vote of the electors voting on the public question; and

WHEREAS, the official General Primary Election result on the referendum has been certified by the Cook County Clerk with a total of 1,435 “yes” votes and 1,182 “no” votes; and

WHEREAS, the official General Primary Election result on the referendum has been certified by the Will County Clerk with a total of 183 “yes” votes and 162 “no” votes; and

WHEREAS, the total “yes” votes on the referendum is 1,618, and the total “no” votes is 1,344, meaning that the referendum passed by a majority vote of the electors voting on the public question; and

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to operate the Electricity Aggregation Program under the Act as an opt-out program and to amend the Village Code to provide for the implementation of the Electricity Aggregation Program according to the terms of the Act.

NOW THEREFORE, 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. **Recitals Incorporated.** The above recitals are incorporated herein as

though fully set forth.

Section 2. Opt-Out Electricity Aggregation Program. The Mayor and Board of Trustees find and determine that it is in the best interest of the Village to operate the Electricity Aggregation Program under the Act as an opt-out program pursuant to the terms of the Act, the result of the March 20, 2012 referendum and this Ordinance.

Section 3. Adoption of Plan of Operation and Governance of the Electricity Aggregation Program. The Village shall adopt and approve a plan of operation and governance for the electricity aggregation program. Before adopting the plan of operation and governance, the Village shall hold two public hearings on the proposed plan. The Village shall publish notice of the hearings once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the plan of operation and state the date, time, and location of each hearing.

Section 4. Contents of Plan of Operation and Governance. Any plan of operation and governance established pursuant to this Ordinance shall: (1) provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers; (2) describe demand management and energy efficiency services to be provided to each class of customers; and (3) meet any requirements established by law concerning aggregated service offered pursuant to Section 1-92 of the Act.

Section 5. Village Code Amended. Chapter 106 (“Utilities”) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding a new Article VIII (“Electricity Aggregation Program”) to read as follows:

ARTICLE VIII. ELECTRICITY AGGREGATION PROGRAM

Sec. 106-480. Definitions.

For the purpose of this article, the following words and phrases have the meanings ascribed to them as follows, unless a contrary meaning is clear from the context:

Act means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, as amended.

Customer means recipients of residential and small commercial retail electric loads as provide in the Act.

Electricity aggregation program means a program pursuant to the Act for the aggregation of residential and small commercial retail electric loads located within the corporate limits of the village that provides customers with the opportunity to opt out of participating in that program as provided in the Act.

Sec. 106-481. Aggregation of electrical load.

The village is authorized to operate an electricity aggregation program pursuant to the Act and for that purpose may solicit bids and enter into power supply agreements to facilitate the sale and purchase of electricity and related services and equipment for those loads aggregated pursuant to the electricity aggregation program as provided in the Act.

Sec. 106-482. Opt-out program.

(a) The electricity aggregation program shall operate as an opt-out program whereby customers who do not wish to participate in the program may opt-out pursuant to the Act.

(b) The village shall fully inform customers in advance that they have the right to opt-out of the electricity aggregation program as provided in the Act. The disclosure shall prominently state all charges to be made and shall include full disclosure of the cost to obtain service pursuant to Section 16-103 of the Public Utilities Act, 220 ILCS 5/6-16, as amended, how to access it, and the fact that it is available to them without penalty, if they are currently receiving service under that section.

(c) Upon notification to the village from any customer that the customer wishes to opt-out of the electricity aggregation program, that customer shall be excluded from the program.

(d) The electricity aggregation program shall automatically apply for each person owning, occupying, controlling or using an electrical load proposed to be aggregated within the corporate limits of the village.

Sec. 106-483. Solicitation of bids.

(a) The process for soliciting bids for electricity and other related services and awarding proposed agreements for the purchase of electricity and other related services for the electricity aggregation program shall be conducted pursuant to the Act.

(b) The electricity provider selected by the village shall include in its rate an administrative fee to be remitted to the village to reimburse the village for its costs in administering the electricity aggregation program in an amount to be determined as part of the power supply agreement with the provider.

Sec. 106-484. Award of bid.

The village manager shall be authorized to award a bid for electricity aggregation to the lowest responsible electricity provider pursuant to an applicable plan of operation and governance adopted under the Act board of trustees

Section 6. Authorization to Select Lowest Responsible Bidder and Execute Documents. The Village Manager shall be authorized to select the lowest responsible electricity provider pursuant to the criteria adopted by the Board of Trustees contained in the adopted Plan of Operation and Governance adopted under the Act as set forth above and award an applicable bid. The Village Manager shall be further authorized to execute any and all documents in order to effectuate the adopted Plan of Operation and Governance for the Electricity Aggregation Program, including, but not limited to, any applicable power supply agreement with an electricity provider or other applicable agreement.

Section 7. 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 8. Effective Date. This Ordinance shall take effect after its passage, and approval and publication as required by law.

PASSED this _____ day of _____ 2012.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

AGENDA BRIEFING

DATE: April 5, 2012

TO: Mayor Ostenburg
Board of Trustees

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

RE: Ordinance Authorizing the Acquisition of a Property at 278 Allegheny Street

BACKGROUND/DISCUSSION:

The house on the property at 278 Allegheny Street was demolished earlier this month using Cook County Neighborhood Stabilization Program funds (a total of nine homes were demolished with this grant). The house was vacant and severely blighted.

The current owner of the property, the Federal National Mortgage Association (aka FannieMae), has agreed to donate the property to the Village, provided the demolition lien is released. FannieMae will provide clear title to the property, pay taxes up to the day of closing, and pay for closing costs to transfer title. Demolition costs will not be charged to the property owner as they will be reimbursed by the Cook County grant.

The Village Attorney prepared the attached Ordinance and has reviewed and approved the Real Estate Purchase Addendum.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Board meeting agenda of April 16, 2012, for First Reading.

ORDINANCE _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF
THE PROPERTY COMMONLY KNOWN AS 228 ALLEGHENY, PARK FOREST**

WHEREAS, the Village of Park Forest (hereinafter “Village”) is an Illinois Home Rule Municipality, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, Wells Fargo Bank, N.A. (hereinafter “Wells Fargo”) is the owner of record of the property commonly known as 228 Allegheny, Park Forest, Illinois, P.I.N. 32-30-204-006-0000 (hereinafter “Property”) and legally described as follows:

LOT 5 IN BLOCK 3 OF THE VILLAGE OF PARK FOREST AREA NO. 1
BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND
THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 35 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH
OF THE SOUTH RIGHT OF WAY OF ELGIN JOLIET AND EASTERN
RAILROAD, IN COOK COUNTY, ILLINOIS.

WHEREAS, pursuant to the authority of Section 11-31-1(e) of the Illinois Municipal Code, 65 ILCS 5/11-31-1(e), the Village demolished the structure on the Property on or about September 22, 2011; and

WHEREAS, the Village, on December 21, 2011, recorded a Lien against the Property for the costs of demolition in the office of the Cook County Recorder of Deeds as Document Number 1135547002 (the “Lien”), for the amount of \$9,954.50; and

WHEREAS, Wells Fargo has indicated that it is willing to convey title to the Property to the Village via Warranty Deed in accordance with the terms of the Donation Agreement, attached hereto and incorporated herein as Exhibit 1, if the Village agrees to release the Lien, and the Village desires to accept a Warranty Deed from Wells Fargo for the Property; and

WHEREAS, the Mayor and the Board of Trustees of the Village have determined that it is advisable and in the best interests of the Village to acquire the Property from Wells Fargo by Warranty Deed, and that the Property is being acquired for a public purpose pursuant to Section 2-2(b) of the Village Code, and pursuant to the Village’s home rule authority.

NOW, THEREFORE, 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. Recitals Incorporated. The foregoing recitals are incorporated into this Section 1 by reference as though fully set forth herein.

Section 2. Acquisition of Property. The Mayor and the Board of Trustees of the Village hereby determine that it is in the best interests of the Village to acquire the Property via Warranty Deed for public purposes as may be determined.

Section 3. Execution of Documents. The Village Manager or his designee is hereby authorized and directed to execute the Donation Agreement, in substantially the form as attached hereto as Exhibit 1, subject to attorney review, and to execute any and all additional documents as may be necessary or advisable to effectuate acquisition of the Property via Warranty Deed from Wells Fargo.

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, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____, 2012.

APPROVED:

ATTEST:

MAYOR

CLERK

EXHIBIT 1

DONATION AGREEMENT

REO # _____

REAL ESTATE PURCHASE ADDENDUM

This Real Estate Purchase Addendum ("Addendum") is to be made part of, and incorporated into, the Real Estate Purchase Contract (the "Contract"), between _____ ("Seller") and the Village of Park Forest ("Purchaser") for the property and improvements located at the following address: 278 Allegheny, Park Forest, IL ("Property").

As used in this Addendum, the Contract, Addendum and any riders thereto shall be collectively referred to as the "Agreement".

The Seller and the Purchaser agree as follows:

1. Offer:

- (a) Acknowledgement of Sufficient Offer: The Purchaser has offered to purchase the property for a purchase price in the amount of \$ 1.00 in accordance with the terms set forth in the Agreement ("Offer"). The Seller has reviewed the Offer and deemed it materially sufficient on _____, 20__ ("Acknowledgement Date").
- (b) Acceptance of Offer: Notwithstanding Seller's acknowledgement that the Offer is sufficient for acceptance, the Purchaser agrees that the Agreement remains subject to acceptance by the Seller and must be signed by all parties in order to be binding. The Agreement shall be effective as of the date of execution by Seller ("Effective Date"). ~~The Purchaser's earnest money deposit of \$ _____ is to be placed in a trust account acceptable to the Seller within two (2) calendar days following the Effective Date.~~ The Agreement, signed by the Purchaser and reflecting the terms as acknowledged by the Seller, must be received by the Seller within five (5) calendar days of the Acknowledgement Date. If the Seller does not receive the signed Agreement by such date, the Purchaser's offer shall be deemed null and void. As used in this paragraph, the term "received by the Seller" means actual receipt of the Agreement by the Seller's listing agent.

~~The Purchaser shall present proof, satisfactory to the Seller, of the Purchaser's funds or prequalification for a mortgage loan in an amount and under terms sufficient for the Purchaser to perform its obligations under this Agreement. The prequalification shall include but is not limited to, a certification of prequalification or a mortgage loan commitment from a mortgage lender, a satisfactory credit report and/or proof of funds sufficient to meet the Purchaser's obligations under the Agreement. The Purchaser's submission of proof of prequalification is a condition precedent to the Seller's acceptance. The Seller may require the Purchaser to obtain, at no cost to the Purchaser, loan prequalification from a Seller approved third party lender. Notwithstanding any Seller required prequalification, the Purchaser acknowledges that Purchaser is free to obtain financing from any source.~~

2. Time is of the Essence: Settlement Date:

- (a) It is agreed that time is of the essence with respect to all dates specified in the Agreement. This means that all deadlines are intended to be strict and absolute.
- (b) The closing shall take place on a date ("Settlement Date") on or before _____, 20__ ("Expiration Date"), unless extended in writing signed by the Seller and the Purchaser or extended by the Seller under the terms of the Agreement. The closing shall be held at a place so designated and approved by the Purchaser. The Purchaser has the right to make an independent selection of their own attorney, settlement company, escrow company, title company and/or title insurance company in connection with the closing. The date the closing takes place shall be referred to as the Settlement Date for purposes of the Agreement. If the closing does not occur by the Expiration Date, or in any extension, the Agreement is automatically terminated and the Seller may retain any earnest money deposit as liquidated damages.

PURCHASER (Initials) _____
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3. Financing: This Agreement (check one): is, is not, contingent on the Purchaser obtaining financing for the purchase of the Property. If this Agreement is contingent on financing, the type of financing shall be the following (check one):

- ~~Fannie Mae HomePath Mortgage Financing from a participating lender~~
- Fannie Mae HomePath Renovation Financing from a participating lender
- Conventional
- FHA
- VA
- Other (specify: _____)

All Financing. (This paragraph applies to all financing, whether or not it is Fannie Mae HomePath or other financing.) If this Agreement is contingent on financing, the Purchaser shall apply for a loan in the amount of \$ _____ with a term of _____ years, at prevailing rates, terms and conditions. The Purchaser shall complete and submit to a mortgage lender, of the Purchaser's choice, an application for a mortgage loan containing the terms set forth in this paragraph within five (5) calendar days of the Acknowledgement Date, and shall use diligent efforts to obtain a mortgage loan commitment by _____, 20___. If, despite the Purchaser's diligent efforts, the Purchaser cannot obtain a mortgage loan commitment by the specified date, then either the Purchaser or the Seller may terminate the Agreement by giving written notice to the other party. The Purchaser's notice must include a copy of the loan application, proof of the application date, and a copy of the denial letter from the prospective lender. In the event of a proper termination of the Agreement under this paragraph, the earnest money deposit shall be returned to the Purchaser. The Purchaser agrees to cooperate and comply with all requests for documents and information from the Purchaser's chosen lender during the loan application process. Failure of the Purchaser to comply with such requests from the lender that results in the denial of the mortgage loan will be a breach of the Agreement and the Seller shall be entitled to retain any earnest money deposited by the Purchaser.

- (a) Any change as to the terms of the Purchaser's financing, including but not limited to any change in the Purchaser's lender, after negotiations have been completed may, at Seller's discretion, require renegotiation of all terms of the Agreement. Seller shall have the right to terminate the Agreement in the event there is a change in Purchaser's financing or choice of lender.
- (b) The Purchaser shall ensure that the lender selected by the Purchaser to finance the sale shall fund the settlement agent as of the Settlement Date. The Purchaser shall further ensure that the selected lender shall provide all lender prepared closing documentation to the settlement agent no later than 48 hours prior to the Settlement Date. ~~Any delays in closing as a result of the Purchaser's selected lender shall be the responsibility of the Purchaser.~~

4. Use of Property: The Purchaser (check one): does, does not, intend to use and occupy the Property as Purchaser's primary residence.

5. Inspections:

- (a) On or before ten (10) calendar days from the Acknowledgement Date, the Purchaser shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property, or be deemed to have waived such inspection and any objections to the condition of the Property and to have accepted the Property. The Purchaser shall keep the Property free and clear of liens and indemnify and hold the Seller harmless from all liability claims, demands, damages, and costs related to the Purchaser's inspection and the Purchaser shall repair all damages arising from or caused by the inspections. ~~The Purchaser shall not directly or indirectly cause any inspections to be made by any government building or zoning inspectors or government employees without the prior written consent of the Seller, unless required by law, in which case, the Purchaser shall provide reasonable notice to the Seller prior to any such inspection. If the Seller has winterized this Property and the Purchaser desires to have the Property inspected, the Seller's listing agent will have the Property dewinterized prior to inspection and rewinterized after inspection.~~

Within five (5) calendar days of receipt of any inspection report prepared by or for the Purchaser, but not later than ten (10) calendar days from the Acknowledgment Date, whichever first occurs, the Purchaser will provide written notice to the Seller of any items disapproved. The Purchaser's silence shall be deemed as acceptance of the condition of the Property. The Purchaser shall provide to the Seller, at no cost, upon request by the Seller, complete copies of all inspection reports upon which the Purchaser's disapproval of the condition of the property is based. In no event shall the Seller be obligated to make any repairs or replacements that may be indicated in the Purchaser's inspection reports. The Seller may, in its sole discretion,

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make such repairs to the Property under the terms described in Section 6 of this Addendum.

If the Seller elects not to repair the Property, the Purchaser may cancel this Agreement and receive all earnest money deposited. If the Seller elects to make any such repairs to the Property, the Seller shall notify the Purchaser after completion of the repairs and the Purchaser shall have five (5) calendar days from the date of notice, to inspect the repairs and notify the Seller of any items disapproved. If after inspection the Purchaser is not satisfied with repairs or treatments, Purchaser may terminate the Agreement at any time prior to closing.

In situations that are applicable, a structural, electrical, mechanical, environmental or termite inspection report may have been prepared for the benefit of the Seller. Upon request, the Purchaser will be allowed to review the report to obtain the same information and knowledge the Seller has about the condition of the Property but the Purchaser acknowledges that the inspection reports were prepared for the sole use and benefit of the Seller. The Purchaser will not rely upon any such inspection reports obtained by the Seller in making a decision to purchase the Property.

- (b) If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, the Purchaser, at the Purchaser's own expense, is responsible for obtaining and reviewing the covenants, conditions and restrictions and bylaws of the condominium, or planned unit development or cooperative ("Governing Documents") within ten (10) calendar days of the Effective Date. The Seller agrees to use reasonable efforts, as determined in the Seller's sole discretion, to assist the Purchaser in obtaining a copy of the Governing Documents. The Purchaser will be deemed to have accepted the Governing Documents if the Purchaser does not provide the Seller notice in writing, within fifteen (15) calendar days of the Effective Date, of the Purchaser's disapproval of the Governing Documents. In the event Purchaser disapproves of the Governing Documents, Purchaser has the right to terminate the Agreement provided the Purchaser notifies Seller in writing of Purchaser's disapproval within fifteen (15) calendar days of the Effective Date.

6. **Repairs:** All repairs and treatments will be completed by a vendor approved by the Seller, and will be subject to the Seller's satisfaction only. If the Seller has agreed to pay for treatment of wood infesting organisms, the Seller shall treat only active infestation. **Neither the Purchaser, nor its representatives, shall enter upon the Property to make any repairs and/or treatments prior to closing. The Purchaser shall inspect the repairs and/or treatments as set forth in paragraph 5(a) or is deemed to have waived such inspection and any objections to the repairs and/or treatments.** The Purchaser acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Purchaser and that the Purchaser has inspected or has been given the opportunity to inspect repairs and treatments. Any repairs or treatments made or caused to be made by the Seller shall be completed prior to closing. Under no circumstances shall the Seller be required to make any repairs or treatments after the Settlement Date. **The Purchaser acknowledges that closing on this transaction shall be deemed the Purchaser's reaffirmation that the Purchaser is satisfied with the condition of the Property and with all repairs and treatments to the Property and waives all claims related to such condition and to the quality of the repairs or treatments to the Property.** Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. The Seller shall not be obligated to obtain or provide to the Purchaser any receipts for repairs, or treatments, written statements indicating dates or types of repairs and/ or treatments or copies of such receipts or statements nor any other documentation regarding any repairs or treatments to the Property. **THE SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS OR TREATMENTS TO THE PROPERTY. THE PURCHASER AGREES TO EXECUTE AND DELIVER TO THE SELLER AT CLOSING FANNIE MAE'S NPDC FORM 4 WAIVER & RELEASE.**

7. **CONDITION OF PROPERTY: THE PURCHASER UNDERSTANDS THAT THE SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, OR SIMILAR PROCESS AND CONSEQUENTLY, THE SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY THE PURCHASER AND THE SELLER, THE PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. THE PURCHASER ACKNOWLEDGES THAT THE SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE AND THE SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN WITH RESPECT TO THE FOLLOWING:**

PURCHASER (Initials) _____

SELLER (Initials) _____

- (A) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS (E.G. DRYWALL, ASBESTOS, LEAD PAINT, UREA FORMALDEHYDE FOAM INSULATION), AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY, OR CONDITION OF THE PROPERTY OR IMPROVEMENTS;
- (B) THE CONFORMITY OF THE PROPERTY, OR THE IMPROVEMENTS, TO ANY ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS AND/OR ANY REMODELING OF THE STRUCTURE; AND
- (C) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR IMPROVEMENTS INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT, NON APPARENT OR LATENT, WHICH NOW EXIST OR WHICH MAY HEREAFTER EXIST AND WHICH, IF KNOWN TO THE PURCHASER, WOULD CAUSE THE PURCHASER TO REFUSE TO PURCHASE THE PROPERTY.

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

If at any time the Property conditions result in violations of building code or other laws or regulations, either party shall have the right to terminate the Agreement at any time prior to closing. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither the Purchaser nor the Seller terminate this Agreement, the Purchaser agrees (a) to accept the Property subject to the violations, (b) to be responsible for compliance with the applicable code and with orders issued in any code enforcement proceeding and (c) to resolve the deficiencies as soon as possible after the closing. The Purchaser agrees to execute any and all documents necessary or required for closing by any agency with jurisdiction over the Property. The Purchaser further agrees to indemnify the Seller from any and all claims or liability arising from the Purchaser's breach of this Section 7 of this Addendum.

The closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

- 8. Occupancy Status of Property: The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 38 of this Addendum. Seller represents that the Property may have tenants occupying same under an active lease but expressly disclaims any warranties regarding the validity, enforceability, performance under or continuation of said lease. The Purchaser acknowledges that closing on this transaction shall be deemed the Purchaser's reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise

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noted in Section 38 of this Addendum. The Seller, its representatives, agents or assigns, shall not be responsible for evicting or relocating any tenants, occupants or personal property at the Property prior to or subsequent to closing unless otherwise noted in Section 38 of this Addendum. All leases shall be deemed assigned to Purchaser upon closing to the extent permitted under applicable laws.

The Purchaser further acknowledges that, to the best of the Purchaser's knowledge, the Seller is not holding any security deposits from former or current tenants and has no information as to such security deposits as may have been paid by the former or current tenants to anyone and agrees that no sums representing such tenant security deposits shall be transferred to the Purchaser as part of this transaction. The Purchaser further agrees to assume all responsibility and liability for the refund of such security deposits to the tenants pursuant to the provisions of applicable laws and regulations. All rents due and payable and collected from tenants for the month in which closing occurs will be prorated according to the provisions of Section 10 of this Addendum.

The Purchaser acknowledges that this Property may be subject to the provisions of local rent control ordinances and regulations. The Purchaser agrees that upon the closing, all eviction proceedings and other duties and responsibilities of a property owner and landlord, including but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, will be the Purchaser's sole responsibility.

9. Personal Property: Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property are not included in this sale or the Purchase Price unless the personal property is specifically described and referenced in Section 38 of this Addendum. Any personal property at or on the Property may be subject to claims by third parties and, therefore, may be removed from the Property prior to or after the closing. The Seller makes no representation or warranty as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens. The Seller assumes no responsibility for any personal property remaining on the Property at the time of closing.

10. Closing Costs and Adjustments:

(a) The Purchaser and the Seller agree to prorate the following expenses as of the Settlement Date: real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees and rents, if any. In determining prorations, the Settlement Date shall be allocated to the Purchaser. Payment of special assessment district bonds and assessments, and payment of homeowner's association or special assessments shall be paid current and prorated between the Purchaser and the Seller as of Settlement Date with payments not yet due and owing to be assumed by the Purchaser without credit toward Purchase Price. The Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property. All prorations shall be based upon a 30-day month and all such prorations shall be final. The Seller shall not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event the Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, and the Purchaser as current owner of the Property receives the payment, the Purchaser will immediately submit the refund to the Seller.

(b) Fannie Mae is a congressionally chartered corporation and is exempt from realty transfer taxes pursuant to 12 U.S.C. 1723a(c)(2).

(c) The Seller shall pay the real estate commission per the listing agreement between the Seller and the Seller's listing broker.

(d) Purchaser shall release Seller from any and all claims arising from the adjustments or prorations or errors in calculating the adjustment or prorations that are or may be discovered after closing. THE PURCHASER AGREES TO EXECUTE AND DELIVER TO THE SELLER AT CLOSING FANNIE MAE'S NPDC FORM 5 (Tax Proration Agreement).

11. Delivery of Funds: Regardless of local custom, requirements, or practice, upon delivery of the deed by the Seller to the Purchaser, the Purchaser shall deliver, or cause to be delivered, all funds due the Seller from the sale in the form of cash, bank check, certified check or wire transfer. An attorney's trust fund check shall not be sufficient to satisfy this provision unless the bank holding the

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account on which the trust fund check is drawn certifies the trust fund check.

- 12. Certificate of Occupancy: If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Purchaser understands that the Seller requires the Certificate of Occupancy to be obtained by the Purchaser at the Purchaser's sole expense. The Purchaser shall make application for all Certificates of Occupancy within ten (10) calendar days of the Acknowledgement Date. The Purchaser shall not have the right to delay the closing due to the Purchaser's failure or inability to obtain any required Certificate of Occupancy. Failure of the Purchaser to obtain and furnish the Certificate of Occupancy shall be a material breach of the Agreement.
- 13. Delivery of Possession of Property: The Seller shall deliver possession of the Property to the Purchaser at closing. The delivery of possession shall be subject to the rights of any tenants or parties in possession per Section 8 of this Addendum. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to closing and waives any and all claims for damages or compensations for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.
- 14. Deed: Regardless of local practice, the deed to be delivered by Seller at closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise. Any reference to the term "Deed" or "Special Warranty Deed" herein shall be construed to refer to such form of deed. Under no circumstances shall Seller be required to deliver any form of deed which grants a general warranty of title.

(check if applicable) Seller's deed shall include the following deed restriction:

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR A SALES PRICE OF GREATER THAN \$ _____ FOR A PERIOD OF ___ MONTH(S) FROM THE DATE OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN \$ _____ FOR A PERIOD OF ___ MONTH(S) FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE.

THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORECLOSURE SALE RELATED TO A MORTGAGE OR DEED OF TRUST.

- 15. Defects in Title: If the Purchaser raises an objection to the Seller's title to the Property, which, if valid, would make title to the Property uninsurable, the Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to the Purchaser. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the Expiration Date, including any written extensions, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the Agreement shall remain in full force and the Purchaser shall perform pursuant to the terms set in the Agreement. The Seller is not obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable and/or insurable but any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. ~~The Purchaser acknowledges that the Seller's title to the Property may be subject to court approval of foreclosure or to mortgagor's right of redemption.~~ In the event the Seller is not able to (a) make the title insurable or correct any problem or (b) obtain title insurance from a reputable title insurance company, all as provided herein, the Purchaser may terminate this Agreement and any earnest money deposit will be returned to the Purchaser as the Purchaser's sole remedy at law or equity. If the Purchaser elects to take title subject to the title objections, the Purchaser shall so notify the Seller. The Purchaser's silence as to any title objections shall be deemed as acceptance.

PURCHASER (Initials) _____
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16. Representations and Warranties:

The Purchaser represents and warrants to the Seller the following:

- (a) The Purchaser is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents or assigns;
- (b) Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in Section 38 of this Addendum;
- (c) The Purchaser has not relied on any representation or warranty from the Seller regarding the nature, quality or workmanship of any repairs made by the Seller;
- (d) The Purchaser will not occupy or cause or permit others to occupy the Property prior to closing and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others to occupy the Property after closing;
- (e) The undersigned, if executing the Agreement on behalf of the Purchaser that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into the Agreement and bind the entity to perform all duties and obligations stated in the Agreement; and
- (f) The Purchaser (check one): has has not previously purchased a Fannie Mae owned property.

17. WAIVERS:

AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY THE PURCHASER AND THE SELLER, THE PURCHASER WAIVES THE FOLLOWING:

- (A) **ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST THE SELLER FOR SPECIFIC PERFORMANCE;**
- (B) **RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD THIS AGREEMENT OR A MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;**
- (C) **RIGHT TO INVOKE ANY OTHER EQUITABLE REMEDY THAT MAY BE AVAILABLE THAT IF INVOKED, WOULD PREVENT THE SELLER FROM CONVEYING THE PROPERTY TO A THIRD PARTY PURCHASER;**
- (D) **ANY AND ALL CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING;**
- (E) **ANY CLAIMS FOR FAILURE OF CONSIDERATION AND/OR MISTAKE OF FACT AS SUCH CLAIMS RELATE TO THE PURCHASE OF THE PROPERTY OR ENTERING INTO OR EXECUTION OF OR CLOSING UNDER THIS AGREEMENT;**
- (F) **ANY REMEDY OF ANY KIND, INCLUDING BUT NOT LIMITED TO RESCISSION OF THIS AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 19 OF THIS ADDENDUM, TO WHICH THE PURCHASER MIGHT OTHERWISE BE ENTITLED AT LAW OR EQUITY WHETHER BASED ON MUTUAL MISTAKE OF FACT OR LAW OR OTHERWISE;**
- (G) **TRIAL BY JURY, EXCEPT AS PROHIBITED BY LAW, IN ANY LITIGATION ARISING FROM OR CONNECTED WITH OR RELATED TO THIS AGREEMENT;**

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- (H) ANY CLAIMS OR LOSSES THE PURCHASER MAY INCUR AS A RESULT OF CONSTRUCTION ON, REPAIR TO, OR TREATMENT OF THE PROPERTY, OR OTHER DEFECTS, WHICH MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY;
- (I) ANY CLAIMS OR LOSSES RELATED TO ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY INCLUDING, BUT NOT LIMITED TO, MOLD, DRYWALL, LEAD PAINT, FUEL OIL, ALLERGENS, OR TOXIC SUBSTANCES OF ANY KIND;
- (J) ANY RIGHT TO AVOID THIS SALE OR REDUCE THE PRICE OR HOLD THE SELLER RESPONSIBLE FOR DAMAGES ON ACCOUNT OF THE CONDITION OF THE PROPERTY, LACK OF SUITABILITY AND FITNESS, OR REDHIBITORY VICES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, DISCOVERABLE OR NONDISCOVERABLE; AND
- (K) ANY CLAIM ARISING FROM ENCROACHMENTS, EASEMENTS, SHORTAGES IN AREA OR ANY OTHER MATTER WHICH WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS.

References to the "Seller" in this Section 17 of this Addendum shall include the Seller and the Seller's servicers, representatives, agents, brokers, employees, and/or assigns.

~~In the event that the Purchaser breaches any of the terms described or contemplated under this Section 17 of this Addendum, the Purchaser shall pay all reasonable attorney fees and costs incurred by the Seller in defending such action, and the Purchaser shall pay Five Thousand Dollars (\$5,000) as liquidated damages for breach of this Section 17 of the Addendum, which amount shall be in addition to any liquidated damages held or covered by the Seller pursuant to Section 19 of this Addendum.~~

18. Conditions to the Seller's Performance: The Seller shall have the right, at the Seller's sole discretion, to extend the Expiration Date or to terminate this Agreement if:

- (a) full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the closing or the mortgage insurance company exercises its right to acquire title to the Property;
- (b) the Seller determines that it is unable to convey title to the Property insurable by a reputable title insurance company at regular rates;
- (c) the Seller at any time has requested that the servicing lender, or any other party, repurchase the loan previously secured by the Property and/or such lender or other party has elected to repurchase the property;
- (d) a third party with rights related to the sale of the property does not approve the sale terms;
- (e) full payment of any property, fire or hazard insurance claim is not confirmed prior to the closing ;
- (f) any third party, whether tenant, homeowner's association, or otherwise, exercises rights under a right of first refusal to purchase the Property;
- (g) the Purchaser is the former mortgagor of the Property, or is related to or affiliated in any way with the former mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit;
- (h) the Seller, at the Seller's sole discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind;
- (i) the Agreement was accepted and executed by Seller in noncompliance with Fannie Mae procedures or guidelines;
- (j) seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation; or

PURCHASER (Initials) _____
 SELLER (Initials) _____

- (k) material misrepresentation by the Purchaser.

In the event the Seller elects to terminate this Agreement as a result of (a), (b), (c), (d), (e), (f), (i) or (j) above, the Seller shall return the Purchaser's earnest money deposit.

19. Remedies for Default:

- (a) In the event of the Purchaser's default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Seller, at its option, may retain the earnest money deposit and any other funds then paid by the Purchaser as liquidated damages and/or invoke any other remedy available to Seller at law and/or equity and the Seller is automatically released from the obligation to sell the Property to the Purchaser and neither the Seller nor its representatives, agents, attorneys, successors, or assigns shall be liable to the Purchaser for any damages of any kind as a result of the Seller's failure to sell and convey the Property.
- (b) In the event of the Seller's default or material breach under the terms of the Agreement or if the Seller terminates the Agreement as provided under the provisions of Paragraph 18 (a), (b), (c), (d), (e), (f), (i) or (j) of this Addendum, the Purchaser shall be entitled to the return of the earnest money deposit as Purchaser's sole and exclusive remedy at law and/or equity. The Purchaser waives any rights to file and maintain an action against the Seller for specific performance and the Purchaser acknowledges that a return of its earnest money deposit can adequately and fairly compensate the Purchaser. Upon return of the earnest money deposit to the Purchaser, this Agreement shall be terminated, and the Purchaser and the Seller shall have no further liability or obligation, each to the other in connection with this Agreement.
- (c) The Purchaser agrees that the Seller shall not be liable to the Purchaser for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, including but not limited to any cost or expense incurred by the Purchaser in selling or surrendering a lease on a prior residence, obtaining other living accommodations, moving, storage or relocation expenses or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement.
- (d) Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.
- (e) In the event either party elects to exercise its remedies as described in this Section 19 of this Addendum and this Agreement is terminated, the parties shall have no further obligation under this Agreement except as to any provision that survives the termination of this Agreement pursuant to Section 24 of this Addendum.

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

- (a) inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns;
- (b) claims, liabilities, fines or penalties resulting from the Purchaser's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations;
- (c) claims for amounts due and owed by the Seller for taxes, homeowner association dues or assessment or any other items prorated under Section 10 of this Addendum, including any penalty or interest and other charges, arising from the proration of such amounts for which the Purchaser received a credit at closing under Section 10 of this Addendum; and
- (d) the Purchaser's or the Purchaser's tenants, agents or representatives use and /or occupancy of the Property prior to closing and/or issuance of required certificates of occupancy.

21. Risk of Loss: In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to closing, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to

be expended. Whether or not Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement and receive a refund of any earnest money deposit.

22. Eminent Domain: In the event that the Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the closing, either party may terminate the Agreement and the earnest money deposit shall be returned to the Purchaser and neither party shall have any further rights or liabilities hereunder except as provided in Section 24 of this Addendum.
23. Keys: The Purchaser understands that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys. If the Property is presently on a Master Key System, the Seller will re-key the exterior doors to the Property prior to closing at the Purchaser's expense. The Purchaser authorizes and instructs escrow holder to charge the account of the Purchaser at closing for the rekey.
24. Survival: Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing and/or termination of the Agreement by any party and continue in full force and effect.
25. Further Assurances: The Purchaser agrees to execute and deliver to the Seller at closing, or otherwise as requested by the Seller, documents including Fannie Mae's NPDC Form 4 (Waiver and Release), NPDC Form 5 (Tax Proration Agreement) or documents that are substantially the same, and to take such other action as reasonably may be necessary to further the purpose of this Agreement. Copies of referenced documents are available from the Seller's listing agent upon request by the Purchaser.
26. Severability: The lack of enforceability of any provision of this Agreement shall not affect the enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.
27. Assignment of Agreement: The Purchaser shall not assign this Agreement without the express written consent of the Seller. The Seller may assign this Agreement at its sole discretion without prior notice to, or consent of, the Purchaser.
28. **EFFECT OF ADDENDUM: THIS ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND, IF APPLICABLE, ESCROW INSTRUCTIONS. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED AND MADE A PART OF THE AGREEMENT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL EXCEPT AS OTHERWISE PROVIDED BY LAW.**
29. Entire Agreement: The Agreement constitutes the entire agreement between the Purchaser and the Seller concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between the Purchaser and the Seller. All negotiations are merged into the Agreement. The Seller is not obligated by any other written or oral statements made by the Seller, the Seller's representatives, or any real estate licensee.
30. Modification: No provision, term or clause of the Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by the Purchaser and the Seller.
31. Rights of Others: This Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors and/or assigns, that is not a party to the Agreement, nor does it create or establish any third party beneficiary to this Agreement.
32. Counterparts: This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.
33. Headings: The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

PURCHASER (Initials) _____
SELLER (Initials) _____

34. Electronic Signature: An electronic signature by the Seller or its Attorney in Fact shall be given the same effect as a written signature.
35. Force Majeure: Except as provided in Section 21 to this Addendum, no party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war and terrorism, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means.
36. Attorney Review: The Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.
37. Notices: Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) calendar days after mailing by first class mail, postage paid, or by fax with confirmation of transmission to the numbers below. All notices to the Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's listing broker or agent or Seller's attorney, at the address or fax number shown below. All notices to the Purchaser shall be deemed sent or delivered when sent or delivered to the Purchaser or the Purchaser's attorney or agent at the address or fax number shown below.
38. Additional Terms or Conditions:

The Purchaser and Seller acknowledge that, notwithstanding any signatures that may be affixed hereto or any other provision of this Addendum, the terms and provisions of this Addendum are subject to, and require approval by the Village of Park Forest Board of Trustees by Resolution or Ordinance in conformity with state law.

IN WITNESS WHEREOF, the Purchaser and the Seller have entered into this Addendum as of the date first set forth above.

PURCHASER (S):

Signature: _____

Date: _____

Print Name: _____

Address: _____

Telephone: _____

Fax: _____

Signature: _____

Date: _____

Print Name: _____

Address: _____

Telephone: _____

Fax: _____

=====

PURCHASER'S AGENT:

Brokerage Firm: _____

Purchaser's Agent Name: _____

Address: _____

Telephone: _____

Fax: _____

Email Address: _____

SELLER:

FANNIE MAE

_____, as Attorney in Fact
for Fannie Mae

FANNIE MAE as Attorney in Fact
for _____

By: _____

Date: _____

SELLER'S AGENT:

Brokerage Firm: _____

Seller's Agent Name: _____

Address: _____

Telephone: _____

Fax: _____

Email Address: _____

PURCHASER (Initials) _____

SELLER (Initials) _____

PURCHASER'S ATTORNEY:

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email Address: _____

SELLER'S ATTORNEY:

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email Address: _____

PURCHASER (Initials) _____

SELLER (Initials) _____