

## AGENDA

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

Village Hall

7:00 p.m.

July 16, 2012

Roll Call

1. A Resolution to Authorize Execution of the Developer Agreement between the Village of Park Forest and Richton Park and Mecca Companies, Inc. regarding the Neighborhood Stabilization III Program.
2. Water Complaint Desktop Analysis

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

## **AGENDA BRIEFING**

**DATE:** July 11, 2012

**TO:** Mayor Ostenburg  
Board of Trustees

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

**RE:** Resolution to Authorize Execution of the Developer Agreement between the Villages of Park Forest and Richton Park and Mecca Companies, Inc. regarding the Neighborhood Stabilization III Program

### **BACKGROUND/DISCUSSION:**

In July 2011, the Board authorized the Village to submit an application, in partnership with the Village of Richton Park, for Neighborhood Stabilization III Program funds. This application was subsequently approved by the State of Illinois for a total of \$1,300,000 to be split between the two Villages. This grant will fund the purchase and rehabilitation of a total of eight vacant, foreclosed homes (four in each Village).

On June 25, 2012, the Village Board approved the Program Agreement between the Village of Park Forest and the Illinois Housing Development Authority. The Program Agreement specifies the terms under which NSP III funds will be made available to the Villages of Park Forest and Richton Park. The Villages have chosen to work with Mecca Companies as the developer for this project. Mecca Companies is based in South Bend, Indiana, and Homewood, and they have good references from the Villages of Richton Park and Dolton and the City of Chicago Heights. The attached Developer Agreement specifies the work that Mecca Companies will undertake on behalf of the Villages, including purchase and rehabilitation of eight vacant, foreclosed homes, the sale of these homes to income-qualified residents, and all program reporting and monitoring required by the Program Agreement.

The Developer Agreement was prepared by the Village Attorney. At this time the Developer Agreement is still being reviewed by the Village of Richton Park, Mecca Companies, and IHDA. Some revisions may be made prior to final execution of the Agreement. The approval Resolution authorizes the Village Manager to execute an Agreement in “substantially the form attached”, provided it is approved by the Village Attorney.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Special Rules and Regular Meetings of July 16, 2012.

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION APPROVING A DEVELOPER AGREEMENT  
BETWEEN THE VILLAGE OF PARK FOREST,  
THE VILLAGE OF RICHTON PARK AND MECCA COMPANIES, INC.**

**WHEREAS**, the Village of Park Forest (the “Village”) is deeply concerned about the housing foreclosure crisis and the consequences for communities of the corresponding rise in vacant and abandoned properties; and

**WHEREAS**, in July 2008, the United States Congress authorized the Neighborhood Stabilization Program (“NSP”) to provide funding to address vacant and foreclosed properties; and

**WHEREAS**, this foreclosure crisis does not adhere to municipal boundaries and the Village recognizes that working in cooperation with neighboring municipalities is a promising approach to combating this sub-regional issue; and

**WHEREAS**, the Illinois Housing Development Authority has awarded the Village of Park Forest and the Village of Richton Park (collectively referred to as the “Villages”) jointly \$1,300,000 to fund an acquisition and rehabilitation program for vacant, foreclosed homes; and

**WHEREAS**, on June 25, 2012, the Park Forest Village Board approved the Neighborhood Stabilization III Program Agreement with the Illinois Housing Development Authority, which Agreement specifies the requirements for implementation of the Neighborhood Stabilization Program; and

**WHEREAS**, the Villages wish to enter into a Developer Agreement (“Agreement”) with Mecca Companies, Inc. (“Mecca”) for Mecca to provide certain services to the Villages pursuant to the Neighborhood Stabilization III Program Agreement.

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

**Section 1. Recitals Incorporated.** The foregoing recital is incorporated into this Section 1 by reference as though fully set forth herein.

**Section 2. Approval of Agreement.** The Agreement attached hereto and incorporated herein by reference as Exhibit 1 is hereby approved in substantially the form attached and subject to the review and approval of the Village Attorney.

**Section 3. Execution of Documents.** The Village Manager and the Village Clerk are hereby authorized and directed to execute the Agreement, in substantially the form attached hereto as Exhibit 1, and any and all additional documents as may be necessary or advisable to effectuate the purposes of the Agreement.

**Section 4. Severability and Repeal of Inconsistent Ordinances, Resolutions and Motions.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All resolutions, ordinances and motions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**APPROVED:**

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
VILLAGE CLERK

**EXHIBIT 1**

**DEVELOPER AGREEMENT BETWEEN THE  
VILLAGE OF RICHTON PARK, THE VILLAGE OF PARK FOREST,  
AND MECCA COMPANIES, INC. REGARDING THE  
NEIGHBORHOOD STABILIZATION III PROGRAM**

**DEVELOPER AGREEMENT BETWEEN THE  
VILLAGE OF RICHTON PARK, THE VILLAGE OF PARK FOREST,  
AND MECCA COMPANIES, INC. REGARDING THE  
NEIGHBORHOOD STABILIZATION III PROGRAM**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Village of Richton Park, Illinois and Village of Park Forest, Illinois (hereinafter collectively referred to as the "Villages"), and Mecca Companies, Inc. (hereinafter referred to as "Developer"), incorporated in the state of Indiana and having its principal place of business at 11650 N. Lantern Road, Suite 126, Fishers, Indiana 46038.

**WITNESSETH**

**WHEREAS**, the Villages have established a long term community development goal to develop livable communities by providing decent housing, a suitable living environment and expanded economic opportunities, for persons of low-to moderate-income, and to aid in the prevention and elimination of slums and blight; and

**WHEREAS**, the Villages have further recognized the need to preserve and rehabilitate housing for low to middle-income households; and

**WHEREAS**, the Villages wish to enable entities to rehabilitate foreclosed and abandoned housing to benefit eligible families; and

**WHEREAS**, the Neighborhood Stabilization Program ("NSP"), authorized under Title III of Division B of the Housing and Economic Recovery Act of 2008 ("HERA"), is a special allocation of CDBG funds targeted at acquisition, rehabilitation and resale of foreclosed and abandoned properties in eligible neighborhoods; and

**WHEREAS**, support for the NSP was authorized by the Village Board of Trustees of Richton Park on \_\_\_\_\_, 2012, and by the Village Board of Trustee of Park Forest on June 25, 2012; and

**WHEREAS**, Developer desires to provide certain Neighborhood Stabilization Program developer services to assist the Villages in effectively meeting the public purposes of the program and to help provide affordable housing to income-eligible households ("Project"); and

**WHEREAS**, it is necessary for the Villages and Developer to enter into an agreement for the implementation of the NSP.

**NOW, THEREFORE**, in consideration of the mutual performance of the promises and covenants contained herein, the Villages and Developer agree as follows:

**SECTION 1. RECITALS INCORPORATED.**

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

## **SECTION 2. DEVELOPER'S AUTHORITY.**

2.1. Developer warrants that it is the real party in interest to this Agreement, that it is not acting for or on behalf of an undisclosed party, and that it possesses the legal authority to apply for this grant and to execute this Agreement. Any person binding the Developer shall, when required, state or provide written evidence of the legal authority for his or her agency. The Developer acknowledges that it has read, understood and agreed to all provisions of this Agreement.

## **SECTION 3. DEVELOPER'S RESPONSIBILITIES AND SCOPE OF SERVICES.**

3.1. Developer shall timely complete, or cause to be completed, the Project in a good and workmanlike manner with the highest industry standards and in accordance with the Budget, the Eligible Uses, and the Performance Standards set forth in the Neighborhood Stabilization Program III Agreement dated June 25, 2012 between the Villages of Richton Park and Park Forest and the Illinois Housing Development Authority ("IHDA") ("NSP III Agreement"), incorporated herein as though fully set forth. Developer shall assist the Villages in implementing all aspects of the NSP III Agreement.

3.2. Developer shall comply and cause the Project to comply with all NSP III Laws and all terms, conditions, covenants, provisions and restrictions identified in the NSP Manual referenced in the NSP III Agreement and incorporated herein.

3.3. Developer shall ensure that no less than fifty percent (50%) of the Project funds are expended by March 15, 2013, and one hundred percent (100%) of the Project funds are expended by March 15, 2014.

3.4. Developer shall utilize NSP III funding provided to it by the Villages for the purchase and rehabilitation of foreclosed, vacant and /or, abandoned properties for resale to qualified buyers at affordable prices and provide development, project management, and oversight services for certain aspects of the NSP, hereinafter referred to also as the "Project." Developer understands and agrees that the IHDA will disburse funds only in accordance with Sections 7 and 8 of the NSP III Agreement. In order to comply with Sections 7 and 8 of the NSP III Agreement, Developer shall:

3.4.1. Establish an escrow account with a title insurance company chosen by the Developer and the Villages (and approved by IHDA) for the disbursement of funds from IHDA;

3.4.2. Establish a separate bank account for NSP III funds so as not to commingle the Project allocation with other funds of the Developer; and

3.4.3. Prepare a request for disbursement in accordance with IHDA requirements in sufficient time for Village approval.

3.5. Properties purchased and sold pursuant to this Agreement may only be used to benefit income-eligible households as defined by the NSP regulations referenced in the NSP III Agreement.

3.6. Developer shall carry out the Project pursuant to this Agreement in accordance with the guidelines and regulations of the Neighborhood Stabilization Program as authorized under Title III of Division B of the Housing and Economic Recovery Act of 2008 (HERA), and as amended under the "bridge notice" that was published in the Federal Register Vol. 74, No. 117, June 19, 2009.

3.7. Developer shall engage in the development of procedures for NSP activities; enter into and manage contracts/agreements with contractors, subcontractors, lenders, realtors and other entities as needed. Developer will also seek and solicit the services it determines necessary to carry out the Project and fulfill all NSP requirements.

3.8. Developer shall assist the Villages in implementing all aspects of the NSP III Agreement.

3.9. To the extent that Developer works directly with the IHDA to fulfill the terms of this Agreement, Developer shall submit copies of all documentation to the Villages simultaneously with documentation submitted to IHDA.

3.10. Developer shall implement components of the NSP III Agreement, including, but not limited to, verification of the targeted list of properties included in the Project and a budget and timeline for the Project. Developer shall work cooperatively with the Villages to implement the NSP III Agreement including:

3.10.1. Providing relevant data to the Villages and IHDA that enables IHDA and the Villages to evaluate the impact of the funds.

3.10.2. Providing all necessary reports to meet state and federal agency reporting requirements to assist the Villages in its reporting.

3.10.3. Providing all required reports and documentation to request funding draws from IHDA.

3.11. Developer shall supervise a viable financial and construction plan for successful rehabilitation and sale of individual properties selected pursuant to this Agreement. Developer shall demonstrate a full range of general real estate and housing development/ rehabilitation knowledge; the ability to obtain the required permits and licenses; and be able to coordinate and monitor construction activity. By implementing the following Project activities, Developer shall develop and participate in a systematic approach that will lead to homebuyers being ready and willing to purchase housing in the identified target neighborhoods. Developer shall undertake commercially reasonable efforts to facilitate the following activities:

3.11.1. Acquisition of Homes.

3.11.1.1. Developer shall identify homes for acquisition in the neighborhoods targeted by the Villages.

3.11.1.2. Developer shall submit all required documentation to IHDA and the Villages prior to acquisition of individual properties consistent with the schedules established by IHDA.

3.11.2. Outreach and Eligibility.

3.11.2.1. Developer shall provide promotional services to inform potentially eligible applicants.

3.11.2.2. Developer shall promote the Project to lending institutions and realtors.

3.11.2.3. Developer shall determine eligibility of applicants and provide supporting documentation.

3.11.2.4. Developer shall provide required homeownership counseling to qualified buyers.

3.11.3. Loan Packaging.

3.11.3.1. Developer shall prepare homebuyer closing documents required by IHDA for qualified applicants.

3.11.3.2. Developer shall submit completed homebuyer document packages to IHDA and Villages for approval in conformance with the Project guidelines.

3.11.3.3. Developer shall include title reports, credit reports/history, interior/exterior photos, proximity to flood plains, mailing addresses, phone numbers, family sizes, race and ethnic background, and numbers of female head-of- households, elderly and disabled occupants, and any other information required by IHDA.

3.11.4. Assist approved homebuyers to closing.

3.11.4.1. Developer shall provide commercially reasonable construction/site monitoring.

3.11.4.2. Developer shall determine whether any housing quality deficits exist related to health and safety improvements.

3.11.4.3. Developer shall prepare construction plans, specifications and an applicable budget.

3.11.4.4. Developer shall prepare work write-ups.

3.11.4.5. Developer shall undertake contract bids and contractor selection in conformance with the requirements set forth in the NSP III Agreement.

3.11.4.5. Developer shall submit all required documentation to IHDA and the Villages prior to start of any construction pursuant to this Agreement consistent with the schedules established by IHDA.

3.11.4.6. Developer shall monitor any site work.

3.11.4.7. Developer shall track all cost overruns/change orders and request the Villages' approval for said those beyond the agreed variance for approval.

3.11.4.8. Developer shall act as liaison between Villages and entities participating in the NSP III program participants regarding payments to developers, contractors, escrow/title companies, realtors, or any other companies subject to Villages' approval.

3.11.4.9. Developer shall monitor construction projects for quality of performance and customer satisfaction.

3.12. Developer shall designate a person in writing to act as its representative in connection with all its communications and dealings with the Villages pursuant to this Agreement. Developer may appoint a different representative only with prior written notice to the Villages pursuant to Section 14 of this Agreement.

3.13. All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be Developer's employees, or contracted agents, and shall in all respects be subject to Developer's rules and regulations governing its employees. Neither Developer, nor its personnel, nor its contracted agents shall be considered to be agents or employees of the Villages. Developer shall be the contracting party for all contracts and agreements with subcontractors that Developer determines are necessary for the construction aspects of the Project ("Construction Subcontracts" and "Construction Subcontractors").

3.14. The Villages, their officials and employees, when acting pursuant to this Agreement are acting as Village officials or employees in their official capacity and not personally or as agents of Developer or others.

3.15. Developer shall conduct all rehabilitation activities pursuant to this Agreement in compliance with the NSP II Agreement, applicable state law and applicable laws, regulations and ordinances of the Villages. It is the Villages' policy to include and promote improvements to the housing stock that increase energy efficiency, conservation, and provide a renewable energy source or sources. Further, the IHDA has established Environmental Conditions/Green Initiatives in Section 11 of the NSP III Agreement and the 2010 IHDA Home Rehabilitation and Construction Guidelines in Exhibit O of the NSP III Agreement. The requirements and policies of the Villages with regard to energy efficiency, conservation and to provide renewable energy

source or sources and the IHDA requirements referenced herein shall be incorporated into all applicable contracts and activities with regard to the rehabilitation of properties pursuant to this Agreement.

3.16. Developer shall prepare all required construction documents and obtain all required permits, approval, and licenses to complete the Project, including those required for purchase, development, improvement, sale or rental.

3.17. All NSP-assisted properties must comply with all applicable federal rules and standards for projects that are subject to the Lead Safe Housing Rule and abatement of Lead-Based Paint Hazards.

3.18. Developer shall be responsible for assuring that all contractors and subcontractors performing work on NSP-assisted properties have any required state and federal licensing and certifications (i.e., lead-based paint training, plumbing, etc.) necessary for compliance with all applicable laws.

3.19. Developer shall be responsible for assuring that a Certificate of Occupancy has been obtained from the Villages' prior to the occupancy of any home pursuant to this Agreement.

3.20. To the extent possible, properties purchased for the Project will be located in the target areas identified by the Villages.

3.21. Upon successful rehabilitation and buyer pre-qualification, including successful completion of HUD-approved homeownership counseling, Developer agrees to negotiate the sale of eight (8) properties to households whose income does not exceed one hundred twenty percent (120%) of area median income ("AMI"). The 120% AMI shall be adjusted for household size, as determined by the HUD.

3.22. To comply with NSP regulations, Developer agrees to sell properties at a price at or near the total cost of acquisition and rehabilitation, including all soft costs and construction management fees. Properties must be sold at a price at or below the total cost of acquisition and rehabilitation.

3.23. Developer shall ensure that every homebuyer has received and completed at least eight (8) hours of homebuyer counseling from a HUD-approved housing counseling agency before purchasing a home pursuant to the NSP III program.

3.24. Qualifying properties must follow the federal HOME Program affordability standards set forth in 24 CFR 92.252(a), (c), (e) and (f), and 24 CFR 92.254, as applicable, and meet the following minimum requirements to meet the NSP definition of affordable:

3.24.1. The home has a purchase price that does not exceed the Single Family Mortgage Limits under Section 203(b) of the National Housing Act (12 U.S.C. 1709(b)), as obtained from the HUD Field Office.

3.24.2. The home must be acquired by a homebuyer whose household qualifies as a low to middle-income family. The home must also be the principal residence of the family throughout the period described in the below table.

3.24.3. Periods of affordability. The NSP-assisted housing must meet the HOME Program standard affordability requirements, which will be no less than the applicable period specified in the following table (after completion):

Activity: Homeownership	Minimum Period of Affordability
Acquisition and/or rehabilitation of existing housing per unit amount of NSP funds invested: Under \$15,000.....	5
\$15,000 to \$40,000.....	10
Over \$40,000 or rehabilitation involving refinancing.	15

3.24.4. The above described requirements shall be enforced through deed restrictions that shall remain in place for a period of 5, 10, or 15 years from the date of sale, depending upon the total amount invested. Once the individual or family owns and maintains the home for the established affordability period, the deed restriction shall expire.

3.24.5. Owner-occupied households who meet the above income and affordability definitions must kept the property in good repair as their principal residence during the affordability period.

3.24.6. Any housing units not sold six (6) months after construction completion must be leased in accordance with the requirements to be established by the Villages and the IHDA.

**SECTION 4. FUNDING AND REIMBURSEMENTS.**

4.1. The Villages’ source of funding for payment of services performed under this Agreement is a grant provided to the Villages through the Illinois Housing Development Authority and the U.S. Department of Housing and Urban Development ("HUD") as set forth in the NSP III Agreement. In the event that the IHDA and/or HUD determines that Developer has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this Agreement, Developer shall provide said reimbursement from non-federal sources within ten (10) days of said notice from the Villages, IHDA and/or HUD. Payments and reimbursements pursuant to this Agreement are subject to availability of funds pursuant to the grant set forth in this section, and their appropriation and

authorized expenditure pursuant to applicable law. The Villages' financial obligation under this Agreement shall not exceed the grant amount.

4.2. The Villages shall reimburse Developer for approved costs incurred pursuant to this Agreement and the NSP III Agreement ("Developer Fees"). Funds shall be provided directly from the IHDA through the escrow account set up by the Developer. Developer shall monitor the expenditure of funds and shall notify the Villages if it determines that the NSP III allocation, or any portion thereof, may be exhausted prior to the end of the term of this Agreement. All payments and reimbursements by the Villages or the IHDA are strictly contingent upon the availability of funds from the U.S. Department of Housing and Urban Development (HUD).

4.3. Developer shall use commercially reasonable efforts to negotiate a discounted purchase price for certain identified abandoned, foreclosed, and/or blighted residential properties from lenders/property owners in accordance with NSP guidelines, and shall perform due diligence to insure that all properties acquired have clear marketable title. The discounted price shall be at a minimum of one percent (1%) below the Current Market Appraised Value (CMAV).

4.4. The costs of acquisition, rehabilitation, maintenance, and sale of properties purchased pursuant to the NSP III Agreement are eligible expenses that will be paid to the Developer under this Agreement. Payments shall be made directly from the IDHA through the escrow account. To the extent the Villages determine that any costs and fees incurred by the Developer in the acquisition, rehabilitation, maintenance, and sale of properties purchased under the NSP are not eligible under the Agreement, the Village shall provide written notice to Developer within fifteen (15) days of such determination.

4.5. Developer shall pay all NSP-eligible costs and fees incurred by third-party contractors and/or subcontractors, with which the Developer has contracted to carry out for the Project, from the escrow account pursuant to the terms of the NSP III Agreement.

4.6. In accordance with NSP regulations, revenue (i.e., gross income) that is directly generated from the use of CDBG funds (which term includes NSP grant funds) and repaid to the Villages constitute CDBG Project income. To ensure consistency of treatment of such Program income, the CDBG definition of Program income pursuant to 24 CFR 570.500(a) will apply to all NSP funds under this Agreement. Program income is further defined as income or excess cash flow generated from operations, sales or refinancing that is in excess of the amount required to provide the owner a reasonable return on its equity investment. All Program income shall be returned immediately to the IHDA at the closing of a home to a home buyer.

4.7. For NSP services performed, and in accordance with the approved Schedule of Approved NSP Costs, the Developer will be reimbursed for Project-eligible costs and for Developer Fees. Developer Fees paid to the Developer shall not exceed 12% of the Beginning Balance. Reimbursement shall be made as follows: Developer shall submit a documented request for reimbursement to the Villages and to IHDA consistent with the schedules established by IHDA.

4.8. In the event the initial term of this Agreement is extended pursuant to the terms of this Agreement, then the reimbursement to be paid by the Villages to the Developer, during that additional term(s) shall be Developer Fees, not to exceed twelve percent (12%) of Project-eligible costs. To the extent that funds are obtained by the Villages, whether through NSP funding or otherwise, which are to be used in any aspect of the Project, Developer shall be eligible for 12% of these additional funds for services provided by Developer.

4.9. For the rehabilitation of properties acquired and rehabilitated pursuant to this Agreement, general requirements, general contractor's overhead, and general contractor's profit shall not exceed 14% of the rehabilitation budget if the general contractor is not the same entity as the Developer. If the Developer acts as the general contractor, the profit shall not exceed 12% of the construction budget, and as approved by IHDA.

4.10. Developer shall submit supporting documentation with each request for payment of costs incurred by Developer in carrying out the Project as described above. All payment requests must be approved by the Villages prior to submittal to IHDA for payment. The Villages and/or IHDA may delay approval of a request for payment for failure to submit adequate supporting documentation until the requisite supporting documentation has been submitted.

4.11 Developer acknowledges that construction contracts and construction activities for the Project are subject to the federal Davis-Bacon Act and related regulations. Developer agrees to take all necessary actions to enforce said Act and regulations, including the Villages' approval prior to disbursing any payments to contractors.

## **SECTION 5. MONITORING AND RECORDKEEPING**

5.1. Developer shall ensure that the Villages have a copy of all records pertaining to the Project and this Agreement as required by the NSP III Agreement, including, but not limited to, Section 16(b) of the NSP III Agreement.

5.2. The Villages and the IHDA shall have the right to monitor and evaluate all aspects of activities carried out by Developer. Such evaluation will be effected by the submission of information by Developer, by monitoring site visits by the Villages and/or IHDA, if applicable, or by other means appropriate to the Project.

5.3. All records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records shall be retained for five (5) years from ending date of the Villages' fiscal year (July 1 through June 30) in which this Agreement is paid in full, expired, or terminated. All records, however, that are subject to audit findings shall be retained for five (5) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Illinois.

5.4. If Developer receives more than \$500,000 a year in Federal awards, Developer shall have a single or program-specific audit conducted for that year in accordance with

OMB Circular A-133. Audit report shall be submitted to the Villages within the earlier of 30 days after receipt of the auditor's report(s), or 9 months after the end of the audit period, unless Developer and the Villages agree to a longer period in advance. Developer shall be responsible for the reasonable actual costs associated with this audit. Developer shall submit any additional documentation requested by the Villages to substantiate compliance to this provision if necessary.

5.5. Upon reasonable advance notice, Developer shall at any time during normal business hours and as often as the Villages and/or IHDA and/or the Comptroller General of the United States and/or the U.S. Department of Housing and Urban Development and/or any of their duly authorized representatives may deem necessary, make available for examination all of Developer's records, books, documents, papers, and data with respect to all matters covered by this Agreement and shall permit the Villages and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this Agreement. Developer shall provide the entities set forth herein with adequate and appropriate workspace, with access to photocopy machines, during any audit. Developer shall provide the entities set forth herein copies of all requested records in a computer-readable format (if available) as well as hard copy. The entities set forth herein shall have the right to examine and audit Developer's records, books, documents, papers and data necessary to permit evaluation and verification of the Developer's compliance with the requirements of this Agreement throughout the term of the Agreement and for a period of four years after any payment, or longer if required by law.

5.6. Developer is accountable for all disbursed funds pursuant to this Agreement. Developer's financial management system shall be structured to provide for accurate, current, and complete disclosure of the expenditure of all funds provided pursuant to this Agreement. Developer shall maintain effective control and accountability over all funds disbursed and equipment, property, or other assets acquired with funds disbursed pursuant to this Agreement. Developer shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to insure that funds have not been unlawfully spent.

5.7. If any of the services to be performed under this Agreement are subcontracted, Developer shall include in all subcontracts a provision that the entities set forth in Section 5.5, or any duly authorized representative of said entities, shall have full access to and the right to examine any pertinent books, documents, papers and records of any subcontractor involving transactions related to this Agreement for a period of five years from the later of the expiration or termination of this Agreement.

5.8. Developer shall furnish Villages with any and all additional information, records, reports and data as may be required by IHDA and/or HUD or the Villages pertaining to matters of this Agreement.

## **SECTION 6. TERM OF AGREEMENT AND TERMINATION.**

6.1. The term of this Agreement shall be for two (2) years from the effective date as defined herein, upon termination by either party or upon the expenditure of the funds set forth in Section 3.3 of this Agreement, whichever occurs first.

6.2. The Villages may suspend or terminate this Agreement in whole or in part for cause upon thirty (30) calendar days advance notice in writing to Developer, provided Developer has not cured any notice of such cause pursuant to the terms of this section. Cause, which shall be determined by Villages pursuant to this section, is defined as: a) improper use of Project funds; b) failure to comply with the terms and conditions of the Agreement; c) refusal to accept conditions imposed by IHDA and/or HUD pertaining to activities covered by this agreement; d) submittal to Villages of documentation which is incorrect or incomplete in any material respect; or e) changes in Federal or State law or the availability of grant funds which render the Project impossible or infeasible; provided, however, that the Villages may not terminate this agreement for cause without first giving Developer a reasonable amount of time within which to cure any such alleged event constituting Cause.

6.3. In the event of default, lack of compliance or failure to perform on the part of Developer, Villages reserve the right to exercise corrective or remedial actions, to include, but not necessarily be limited to requesting additional information from Developer to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising Developer of deficiency and advising Developer that more serious sanctions may be taken if situation is not remedied; advise Developer to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise Developer to reimburse Villages for amount of costs incurred for any items determined ineligible.

6.4. This Agreement may be terminated in whole or in part for convenience by either party upon written notification to the other and with the written consent of the other. Termination for convenience shall not apply to provisions in this Agreement that require compliance with laws, regulations or ordinances, records retention or to the provision of services for low to middle-income persons or other specified beneficiaries in the Project.

6.5. The Villages' obligations under this Agreement shall cease immediately without penalty of further payment being required if there are insufficient NSP grant funds for this Agreement. In the event a lack of funding occurs in full or in part, the Villages shall give Developer written notice, which shall set forth the effective date of full or partial termination.

6.6. If the Villages terminate this Agreement, Developer shall not incur any costs or new obligations after the termination effective date. Developer shall cancel or terminate as many current obligations as possible. The Villages shall allow full credit to Developer for the Villages' share of non-canceled obligations if properly incurred by Developer prior to termination.

## **SECTION 7. LEGAL COMPLIANCE.**

7.1 In addition to complying with the statutes and regulations specifically referenced in this Agreement, Developer is responsible for determining the applicability of, and complying with, any other laws, regulations or ordinances.

7.2 All applicable federal, state and local laws, rules and regulations applicable to this Agreement shall be deemed to be included in this Agreement as though fully set forth herein.

7.3 Developer certifies that it shall comply with all applicable provisions of federal, state and local law in its performance of this Agreement.

## **SECTION 8. INDEMNIFICATION AND INSURANCE.**

8.1. To the fullest extent permitted by law, Developer agrees to and shall indemnify, defend and hold harmless the Villages, their officers, officials, employees, boards, commissions, agents and volunteers ("Indemnified Parties") from and against any all claims, suits, judgments, costs, attorney's fees, damages or any and all other relief or liability arising out of or resulting from or through alleged to arise out of any acts or negligent acts or omissions by Developer or Developer's officers, employees, agents, contractors, or subcontractors in the performance of this Agreement, including but not limited to, all goods delivered or services or work performed hereunder. Nothing in this general indemnification clause shall preclude either party from enforcing specific contractual rights under this Agreement. In the event of any action against the Indemnified Parties covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the Villages' choosing.

8.2. In the event that any demand or claim relating to this Agreement is known to a party, the party shall notify the other parties in writing in an expedient manner.

8.3. Developer shall, at Developer's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits. Developer shall furnish certificates of insurance to the Villages before any grant funds are released pursuant to this Agreement. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois, which have a rating of not less than A IX, according to the latest edition of the A.M. Best Company. Such policies shall include a provision preventing cancellation of the insurance policy except upon 15 days prior written notice to the Villages. Such provision shall also be stated on each certificate of insurance as "Should any of the above-described policies be canceled before the expiration date, the issuing company shall mail 15 days' written notice to the certificate holder named to the left." Upon the written request of either Village, Developer shall provide copies of any or all policies of insurance to the Villages.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

**(A) Commercial General Liability:**

- i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:
  - General Aggregate \$ 2,000,000.00
  - Products/Completed Aggregate \$ 2,000,000.00

- |      |  |                 |
|------|--|-----------------|
|      | Each Occurrence  | \$ 1,000,000.00 |
|      | Personal Injury  | \$ 1,000,000.00 |
| iii. | Coverage is to be written on an "occurrence" basis.  |                 |
| iv.  | Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.  |                 |
| v.   | Cover all claims arising out of Developer's operations or premises, anyone directly or indirectly employed by Developer, and Developer's obligations under indemnification under this Agreement. |                 |

**(B) Workers' Compensation:**

- i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and if case work is sublet, the Consultant shall require each of its Subcontractors similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under this contract at the site of the project are not protected under the Workers' Compensation statute, the Consultant shall provide, and shall cause each of its Subcontractors to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

**(C) Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:
- |                       |                |
|-----------------------|----------------|
| Combined Single Limit | \$1,000,000.00 |
|-----------------------|----------------|

**(D) Umbrella:**

- i. Limits:
- |                           |                 |
|---------------------------|-----------------|
| Each Occurrence/Aggregate | \$ 3,000,000.00 |
|---------------------------|-----------------|

**(E) The Indemnified Parties shall be named as an additional insured on all insurance policies except Workers' Compensation.**

Developer understands and agrees that liability, any performance bond or insurance protection required by this Agreement or otherwise provided by Developer, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Indemnified Parties as herein provided.

8.4. Developer shall keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Property or Properties continuously insured against loss or damage in accordance with the provisions of Section 10(d) of the NSP III Agreement. Developer shall also provide liability insurance for personal injury and death and property damage, insurance coverage to protect assets from loss as described in Section 10(d) of the NSP

III Agreement, and all performance and labor and material bonds as required by Section 10(d) of the NSP III Agreement. Evidence of all insurance pursuant to this section shall be provided to the Villages prior to the start of the Project.

#### **SECTION 9. COVENANT NOT TO SUE.**

9.1. Developer forever releases and discharges the Villages, officers, officials, employees, boards, commissions, agents and volunteers from all claims, demands, damages, actions or causes of action which arise out of the Villages' performance of this Agreement other than for the wrongful non-payment of funds pursuant to this Agreement.

9.2. Developer covenants not to sue or otherwise bring any action in law or equity against the Villages, officers, officials, employees, boards, commissions, agents and volunteers for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the Developer may sustain arising out of the Villages' performance of this Agreement other than for the wrongful non-payment of funds pursuant to this Agreement.

#### **SECTION 10. DEFAULT AND REMEDIES.**

10.1. Any failure on the part of the Villages to exercise any right under this Agreement shall not be construed as a waiver of that right.

10.2. In the event that Developer ceases to exist for any reason, all unexpended funds provided by the Villages pursuant to this Agreement shall be returned to the Villages.

#### **SECTION 11. NON ASSIGNMENT AND SUCCESSORS IN INTEREST.**

11.1. This Agreement shall not be assigned, sublet, or transferred by any party hereto.

11.2. The parties each bind themselves and their successors, and assigns to the other parties of this Agreement and to the successors, and assigns of such other parties in respect to all covenants of this Agreement.

11.3. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Villages, nor shall it be construed as giving any right or benefits hereunder to anyone other than the parties hereto except as set forth herein.

#### **SECTION 12. MODIFICATION AND AMENDMENT.**

12.1. This Agreement may only be amended or modified by a written instrument, signed by the parties hereto, other than modifications required by changes in federal or state law or regulations applicable to this Agreement. No amendment or modification of this Agreement shall be valid or enforceable unless in writing and signed by the authorized representatives of the parties.

12.2. This Agreement is subject to such modifications as the Villages determine may be required by changes in federal, state or local law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein. The Villages shall notify Developer of any change in law or regulation which it has notice.

**SECTION 13. GOVERNING LAW.**

13.1 This Agreement shall be governed and construed by the laws of the State of Illinois both as to interpretation and performance except as set forth herein.

**SECTION 14. REQUIRED NOTICES OR REPORTS.**

14.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this section:

**VILLAGE OF PARK FOREST**

**VILLAGE OF RICHTON PARK**

Thomas K. Mick  
Village Manager  
Village of Park Forest  
350 Victory Drive  
Park Forest, Illinois 60466  
Fascimile: (708) 503-8560

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fascimile: \_\_\_\_\_

**DEVELOPER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fascimile: \_\_\_\_\_

14.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

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

14.4. Either party may change its address for receiving notices by giving notice thereof in compliance with the terms of Section 14.1.

#### **SECTION 15. ENTIRE AGREEMENT.**

15.1. This Agreement represents the entire agreement between the parties and supersedes all previous communications or understandings, whether oral or written.

15.2. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

#### **SECTION 16. SAVINGS CLAUSE.**

16.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

#### **SECTION 17. CAPTIONS AND SECTION HEADINGS.**

17.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

#### **SECTION 18. AUTHORIZATIONS.**

18.1. Developer's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by Developer's board of directors or its by-laws to execute this Agreement on its behalf. The persons who have executed this Agreement on behalf of the Villages hereby warrant that they have been lawfully authorized by their respective Village Board of Trustees to execute this Agreement. Developer and the Villages shall deliver, upon request, to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement.

#### **SECTION 19. COUNTERPARTS.**

19.1. For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of such counterparts when taken together shall constitute but one and the same document which shall be sufficiently evidenced by any such counterpart.

#### **SECTION 20. EXECUTION OF AGREEMENT AND EFFECTIVE DATE.**

20.1. This date of execution by the parties to this Agreement shall be affixed below and

the last date of execution of this Agreement by a party shall be the effective date of this Agreement.

## **SECTION 21. MISCELLANEOUS.**

21.1. In carrying out this Agreement, Developer, or any contractor or subcontractor of Developer, shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, age, national origin, family status or handicap.

21.2. In carrying out this Agreement, Developer, or any contractor or subcontractor of Developer, shall not discriminate in the sale, use or occupancy of housing in the financing of housing or the provision of brokerage services; including otherwise making unavailable or denying a dwelling to a person, because of race, color, religion, sex, national origin, handicap or familial status. Developer and any subcontractor agree to affirmatively further fair housing.

21.3. Developer shall comply with applicable uniform administrative requirements as described in 24 CFR 570.502 and will carry out the Project in compliance with all federal laws and regulations described in Subpart K of the Community Development Block Grant regulations, including the Villages' environmental responsibilities described at 24 CFR 570.604 and Villages' responsibility for initiating the review process under the provisions of 24 CFR Part 52. Further, Developer shall comply with all terms of the Villages' Neighborhood Stabilization Program III Agreement with IHDA. Developer shall provide the Villages with the opportunity to review all plans, contracts and other pertinent documentation prior to the commitment of funds in order to confirm compliance with the above federal and local requirements.

21.4. Developer certifies and discloses that, to the best of Developer's knowledge and belief:

21.4.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

21.4.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

21.5. Any news release or other type of publicity pertaining to this Project must recognize the Village of Richton Park and the Village of Park Forest and the funding source for this Agreement as sponsors.

21.6. The Villages shall not enter into a contract with any other entity or individual, during the term of this Agreement, as it may be extended, for the scope of the services to be provided by Developer.

21.7. In the event there is a conflict between the terms of this Agreement and any of the attachments or documents referenced herein, the terms of this Agreement shall control to the extent that the terms of this Agreement do not conflict with existing law or the NSP III Agreement.

21.8. Local Labor Policy. The Villages encourage successful bidders on contracts financed by federal, state or local funding to give priority to hiring from the local labor force whenever possible. A highly skilled workforce, representing all trades, is readily available in Villages and it is the desire of the Villages that full use is made of this valuable resource. The Developer will make every effort to comply with this policy and shall comply with Section 10(1) of the NSP III Agreement.

21.9. Developer shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and as implemented by the regulations set forth in 24 CFR part 135, and all applicable rules and orders issued thereunder prior to execution of this Agreement and shall cause any subcontractors to comply. These requirements are further described in Section 20(c)(iii) of the NSP III Agreement.

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

**IN WITNESS WHEREOF** the parties to this Agreement by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms as of the date first written above.

**VILLAGE OF PARK FOREST**

**VILLAGE OF RICHTON PARK**

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

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

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

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

**ATTEST**

**ATTEST**

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

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

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

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

**MECCA COMPANIES, INC.**

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

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

**ATTEST**

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

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

## **AGENDA BRIEFING**

**DATE:** July 12, 2012

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Kenneth Eyer

**RE:** Water Complaint Desktop Analysis

**BACKGROUND/DISCUSSION:** The current Water Plant was put into service April, 2007. Since the new plant has been in service the Department of Public Works has received a large number of complaints relating to the water quality. Some of these complaints were directly related to the distribution system while others were possibly related to the water plant chemistry. The Department of Public Works exhausted its knowledge and resources on addressing these complaints.

To better serve the water costumer, the Department of Public Works decided to look for independent outside help analyze the cause for these complaints and find possible solutions.

Mr. Charles F. Lawrence PE was selected to review the cause for these water quality issues. Mr. Lawrence has over 30 years of experience in the water industry specializing in chemical system analysis and corrosion engineering. His resume is attached. His entire report is on the Village web site.

[http://www.villageofparkforest.com/index.php?submenu=DPW\\_Water\\_System\\_Improvements\\_Project&src=gendocs&ref=DPW\\_Water\\_System\\_Improvements\\_Project&category=Public%20Works](http://www.villageofparkforest.com/index.php?submenu=DPW_Water_System_Improvements_Project&src=gendocs&ref=DPW_Water_System_Improvements_Project&category=Public%20Works) .

**SCHEDULE FOR CONSIDERATION:** Mr. Lawrence is scheduled to present the results of his Desktop Analysis to the Board. No action is required.



# CHARLES F. LAWRENCE, PE

3118 Hickory Road, Homewood, IL 60430

Phone: (708) 670-4182 e-mail: charles1116@comcast.net

**Professional Engineer**  
Illinois, 1987

**Years of Experience**  
33

**Education**  
Bachelor of Science  
Environmental Engineering  
Northwestern University  
1977

### **Presentations**

*Appalachian Underground  
Corrosion Short Course,  
Morgantown, West Virginia, 2001-  
2009*

### **Papers**

*"Corrosion Monitoring of a Large  
Distribution System" in Corrosion of  
Ductile Iron Piping, NACE  
International, Houston, TX, 1995,  
pp 183-200; also in Proceedings of  
Corrosion 94, February 27 – March  
4, 1994, Baltimore, Maryland,  
NACE International, Houston, TX,  
1994, 18 pp.*

*"Zebra Mussel Update: Where Are  
They Now and What Are We Doing  
About It?" in Proceedings of  
American Water Works Association  
Annual Conference and Exhibition,  
Anaheim Convention Center, June  
18 – 22, 1995, Anaheim, California,  
American Water Works Association,  
Denver, CO, 1995, 9 pp.*

*"Cathodic Protection of a Large  
Distribution System: Why We Did It  
and What We Found Out" in  
Proceedings of Infrastructure  
Conference, March 13 – 15, 2000,  
Baltimore, Maryland, American  
Water Works Association, Denver,  
CO, 2000, 14 pp.*

*"To CP or Not To CP? That Is the  
Question" in Assessing the Future:  
Water Utility Infrastructure  
Management, American Water  
Works Association, Denver, CO,  
2002, pp 361 – 386; also in  
Proceedings of Infrastructure  
Conference, March 11 – 14, 2001,  
Orlando, Florida, American Water  
Works Association, Denver, CO,  
2001, 14 pp.*

## EXPERIENCE



Chuck is an environmental engineer experienced in process design, chemical system analysis, and corrosion engineering. A Cathodic Protection Specialist, he is an active member of the National Association of Corrosion Engineers, serving on several Technical Practice Committees, and is recognized as an expert on zebra mussel control methods and systems. He has designed numerous chemical storage and feed systems and conducted studies of treatment requirements. Chuck has also provided corrosion engineering support for pipeline and water tank cathodic protection systems including initial testing and recommendations, engineering design, supervision of installation and final systems testing and approval.

## PROCESS STUDIES AND REPORTS

**Mount Vernon, Indiana.** Performed a pilot study to identify changes required to optimize the operation of the water plant's existing pre-treatment system. The study included both bench-scale and full-scale testing. The study report concluded that a reduction in applied mixing energy and conversion to an iron-based coagulant provided optimum results. The mixing reduction was implemented and produced the predicted results. However, large increases in the cost of iron-based coagulants led to a recommendation to retain the present aluminum coagulant until a recommended price differential occurs.

**O'Fallon, Missouri.** Performed treatability study and authored report delineating reasons why the existing water treatment plant, designed by others, was unable to produce finished water at design capacity. Determined that inadequate oxidation/reaction time was the causative agent. Proposed several alternative oxidation/detention system designs for incorporation into the existing plant.

**Monrovia, Liberia.** Led a multi-disciplinary engineering team to evaluate the White Plains Water Filtration Plant in Monrovia, Liberia. The 16 MGD plant was designed by AB&H in the 1960s, expanded in the 1970s, and devastated during fourteen years of civil war. In addition to coordinating and managing the team my responsibilities were restoration of the water treatment process and the plant laboratory. The unavailability of local technical and manufacturer support made modern instrumentation and control equipment inadvisable and impossible to maintain. Some of the problems I solved included finding a way to safely move dry chemicals from a ground floor unloading and storage area to a third floor feeding area. This was accomplished using flexible screw conveyors. The existing flocculation system was of the mechanical reel mixer type, which they could not maintain and was inoperable. I designed an innovative three stage hydraulic mixing system, that operates without any mechanical equipment requiring maintenance and fit within the existing footprint. The original filtration system consisted of mechanically actuated direct-acting flow controllers, which had been damaged and were no longer manufacturer. I worked with a valve manufacturer to assemble comparable systems composed of current production equipment.

**Red Lake Falls, Minnesota.** Authored a report analyzing replacement options for an existing water treatment facility, to be relocated due to the structural failure threatened by severe erosion in a nearby waterway. Options included ion exchange softening, lime softening and membrane softening.

**Rantoul, Illinois.** Author of a report analyzing the probable causes of water pipeline scaling being experienced in the vicinity of the water treatment plant. Proposed operational



### Awards

*Project Manager: American Consulting Engineers Council of Illinois 2007 Engineering Excellence Honor Award, Low Pressure Immersed Membrane Filtration for Iron Removal, Village of Algonquin, Illinois.*

*Project Manager: American Consulting Engineers Council of Illinois 2001 Engineering Excellence Honor Award, Galvanic Cathodic Protection for Existing Transmission Mains, Northwest Suburban Municipal Joint Action Water Agency, Elk Grove Village, Illinois.*

### Professional Associations

*American Water Works Association  
National Association of Corrosion Engineers  
South Suburban Water Works Association  
West Shore Water Producers Association*

### Previous Employment

*Senior Project Engineer  
Donohue & Associates, Inc.  
Chicago, Illinois  
February 2006 – July 2009*

*Project Engineer  
Alvord, Burdick & Howson, LLC  
Chicago, Illinois  
March 1986 – February 2006*

*Regional Sales Engineer  
Wallace & Tiernan Div., Pennwalt  
Oak Brook, Illinois  
January 1981 – March 1986*

*Regional Corrosion Engineer  
Wallace & Tiernan Div., Pennwalt  
Broadview, Illinois  
February 1978 – January 1981*

controls to minimize or eliminate the problem and provided the Operators with spreadsheet based tools, specific to their plant, to assist them in setting treatment levels and chemical feed rates.

**Village of Algonquin, Illinois.** Project Manager: Head-to-head pilot study of the low-pressure immersed membrane filtration systems of two manufacturers for the removal of iron and barium. Study resulted in the approval by Illinois Environmental Protection Agency of the use of membranes for all three potential water sources.

**City of Flint, Michigan.** Authored design report for conversion of existing gas chlorination system to bulk sodium hypochlorite or on-site generation of sodium hypochlorite and the installation of a system to feed sodium permanganate to the raw water intake for zebra mussel control.

**Village of Algonquin, Illinois.** Project Manager: Project included study for water treatability of new water sources for Village. Study examined and compared deep well, shallow well and surface sources, utilizing ion exchange, granular media filtration or membrane filtration, with particular concentration on the removal of iron and barium. Study found conventional filtration combined with lime softening or aeration followed by membrane microfiltration to be the two most advantageous treatment systems for the Village.

**Village of Algonquin, Illinois.** Performed a study which determined the reasons for inadequate performance of the Village's existing pressure filter iron removal plants. Provided a report which proposed modifications which would improve the performance of the existing systems to the greatest practical extent.

**City of Flint, Michigan.** Performed treatability study and prepared report recommending treatment processes to enable the City to utilize the Flint River as a water source. The water source was particularly difficult to treat with seasonal variation between high organic load and high magnesium hardness. Study included the operation of an ozone pilot plant and ozonation as a pre-oxidant and pre-disinfectant.

**City of Menasha, Illinois.** Examined water treatment plant following large chlorine leak and prepared report identifying equipment and facilities requiring replacement and presenting methods of clean-up and decontamination.

**Village of Morton Grove, Illinois.** Co-authored a facilities upgrade report for one of the Village's reservoir pumping stations. A significant component of the report was a comparison of the costs and benefits of modification of the existing gas chlorination system to include various release mitigation schemes, ranging from high volume ventilation to wet scrubbing, versus conversion to semi-bulk or on-site generated sodium hypochlorite.

**City of Joliet, Illinois.** Performed feasibility study for filtration of water supply from the Kankakee River for the City. Study included operation of a pilot filtration facility through an extended period encompassing varying treatment conditions.

**Department of Water & Sewer, Evanston, Illinois.** Co-authored a master planning study of the 100-mgd Evanston Water Treatment plant, with proposed improvement to the plant to allow it to meet the City's projected needs through the year 2020.

**Metropolitan Water Reclamation District of Greater Chicago, Chicago, Illinois.** Provided services with regard to the industrial waste pretreatment program including management of inspection services, review of company submittals and analyses,



preparation of notices of violation and recommendations for show cause and legal action, and review of permit requests.

### TREATMENT DESIGN

**O'Fallon, Missouri.** Project Manager and Lead Designer of aeration facilities to improve iron removal at the O'Fallon Water Treatment Plant. Innovative thinking was required because the existing plant hydraulics were not ideally suited for modern aeration equipment; so an "old-school" spray pond was designed.

**Rantoul, Illinois.** Project Manager: For the design of replacement water treatment plant, necessitated by a roof and silo collapse at the existing plant. Design included repair of the existing sub structure, construction of a new pre cast panel superstructure, addition of a new Clari Cone lime softening basin, replacement of existing lime slaking equipment, refurbishing of existing granular media filters, conversion of existing two-stage softening basins to recarbonation basins, provision of carbon dioxide storage and feed equipment, and revision of the existing SCADA controls.

**Village of Algonquin, Illinois.** Project Manager: Design of a 3-mgd iron removal microfiltration plant. Design included shallow well water supplies, aeration, reaction tanks, low-pressure immersed membranes, chemical treatment systems, clearwell, high service pumpage, SCADA and all supporting electrical and mechanical systems, housed in a combination cast-in-place and pre-cast concrete structure.

**City of Flint, Michigan.** Designed chemical treatment systems including bulk and semi-bulk storage of liquid chemicals, metering pumps and chemical application for the refurbishment of a disused water treatment plant to treat 35 mgd of Flint River water. Chemical systems included ferric chloride, coagulant aid polymer, flocculant aid polymer, softening aid polymer, hydrofluosilicic acid and sodium bisulfate.

**Village of Algonquin, Illinois.** Designed modifications to the Villages existing 1,800-gpm pressure filter iron removal system at their Plant #1, which improved flow control and granular media backwashing. Modifications included the installation of magnetic flow meters, automation of the flow control valves, granular media redesign and automatic computer controlled backwash sequence.

**Village of Naperville, Illinois.** Designed emergency chlorination system for Village water supply metering station. System was designed to permit the use of either dry calcium hypochlorite or liquid sodium hypochlorite.

**Department of Water, Chicago, Illinois.** Project Engineer: Design of new chlorination and fluoride systems for the 1,440-mgd Jardine Water Filtration Plant. Involved was a study, design report, and complete design of facilities. Included were custom chlorinators with 30,000 lbs per day capacity, a storage room for 180-ton containers of chlorine, 3 large steam heated evaporators, all chemical application controls, storage for 30,000 gallons of  $H_2SiF_6$ , metering pumping, day tanks, ventilation systems all of which were designed to fit in the existing space without impacting operation of the plant while bringing it into compliance with current code.

**Department of Water, Chicago, Illinois.** Designed polyphosphate storage and feed system for Jardine Water Filtration Plant in accordance with City developed criteria including installation and relining of an existing concrete bulk storage tank, installation of day tank, and installation of metering pumps.

**City of Roanoke, Virginia.** Project Engineer: Design of the complete chemical treatment



systems, including chlorine, carbon, alum, fluoride, ammonia and polymer for a 12-mgd expansion of the water treatment plant. Design included aeration for iron and manganese oxidation; although the reservoir was not yet infested, designed zebra mussel control that was part of the plant expansion. Project also included two new laboratory facilities, organic and inorganic.

**Racine Water Utility, Wisconsin.** Designed automation for existing manual chlorination systems. Brought facility into compliance with current codes.

### ZEBRA MUSSEL CONTROL

During the height of the zebra mussel invasion, Chuck served on the Corps of Engineers Task Force for Zebra Mussel Control at Water Intakes. He was a speaker at numerous conferences on the subject, and assisted in the preparation of the Corps Zebra Mussel Control Technical Notes. The following are a few of the zebra mussel control designs and studies for which he was responsible.

**City of Milwaukee, Wisconsin.** Designed a revision to the zebra mussel control system necessitated by extension of a raw water intake pipeline. Because of the necessity of keeping the existing facility in service during construction, special connections and by-pass arrangements were required.

**North Shore Water Commission, Milwaukee, Wisconsin.** Designed a sodium hypochlorite feed system to protect an intake crib located 4000 feet offshore and the associated raw water pipeline from Zebra Mussel infestation. The shoreline raw water pumping station where the system was to be installed was surrounded by expensively landscaped public park land, so all components of the system were designed to be unobtrusive and installed without damage to the landscaping.

**Racine Water Utility, Wisconsin.** Designed chemical feed system modifications to feed potassium permanganate to the lake intake crib, for zebra mussel control. An abandoned pumping station on the shoreline was utilized for the facility rather than the treatment plant to isolate the permanganate fire hazard.

**City of Evanston, Illinois.** Designed zebra mussel control system for installation in three existing intake pipelines. System required special connections to allow all of the chlorine solution supply lines to be installed within the largest intake pipeline and two of the solution supply lines to exit and serve the other intakes.

**Green Bay Water Utility, Wisconsin.** Prepared a feasibility report on zebra mussel infestation of the City's two water intakes, the raw water pumping station, the raw water transmission lines, and the water treatment plant and associated facilities, delineated possible control methodologies, and made recommendations regarding control implementation. Responsible for the design of the resultant zebra mussel control system to protect the 3000- and 6000-foot-long raw water intake pipelines. The zebra mussel control system consisted of an intake chlorination system and chlorination facilities.

### CORROSION CONTROL

**Village of Palatine, Illinois.** Performed corrosion study on ten sewage lift stations. Testing methods employed included: assessment of coating condition, pit depth measurement, ultra-sonic metal thickness gauging, and structure to soil potential measurements. Prepared a report assessing the physical condition of each lift station structure and proposing corrosion control measures to protect/preserve/extend the service life of each lift station.



**Illinois Department of Transportation, Bowman Pumping Station, East St. Louis, Illinois.** Designed replacement galvanic cathodic protection system for buried pipe manifold at storm water pumping station. The design included a master control panel that permitted monitoring and adjustment of the system by non-professionals. An Operations and Maintenance manual was written that provided detailed step-by-step instructions for the station staff to monitor and maintain the system.

**DuPage Water Commission, Elmhurst, Illinois.** Project Manager: For a study and design to mitigate unsafe levels of induced AC current on a 10,500-foot length of clients buried water main. Study resulted in the design of four anode groundbeds spaced along the length of the pipeline to ground the AC current and reduce AC voltages to safe levels.

**DuPage Water Commission, Elmhurst, Illinois.** Project Manager: Design and contract administration of a corrosion mitigation system utilizing impressed current anodes and stray current drain to protect 10 miles of 72-inch diameter steel water transmission main which was being negatively impacted by DC traction mass transit.

**Northwest Suburban Municipal Joint Action Water Agency, Cook County, Illinois.** Project Manager: Design and contract administration of a corrosion monitoring and mitigation system for the Agency's sixty mile PCCP and ductile iron pipeline system. The preliminary studies provided the information to determine where significant potential for corrosion damage had occurred. The project has continued into design and construction for corrosion protection in several areas as designated by the client. Included was the protection of 58 miles of 12- to 90-inch diameter pipeline in high value areas, O'Hare Airport and major roadways.

**Village of Morton Grove, Illinois.** Assisted the Village by performing a study and making recommendations to enable them to demonstrate compliance with the lead and copper rule.

**DuPage Water Commission, Elmhurst, Illinois.** Project Engineer: Responsible for the design of a corrosion monitoring system for 150 miles of water main ranging in sized from 12 to 90 inches in diameter.. Projects included design of cathodic protection for several areas with excessive corrosion potential and mitigation of stray current corrosion from foreign impressed current cathodic protection systems and electric mass transit.

**Department of Water & Sewer, Evanston, Illinois.** Prepared a report on corrosion control measures for a water treatment plant sludge force main suspended beneath a bridge.

**Saginaw-Midland Water Supply Corporation, Bay City, Michigan.** Project Engineer: Responsible for the design of a corrosion prevention system for a 2000-foot section of 60-inch diameter transmission main installed in chloride contaminated soils. The cathodic protection system utilized an innovative method of confining the protective current to the intended section of pipeline.

**O'Hare International Airport, Chicago, Illinois.** Conducted annual testing of cathodic protection for the airport fueling system, consisting of several impressed current cathodic protection systems and several miles of fuel piping.

**Argonne National Laboratory, Argonne, Illinois.** Design of galvanic systems for the cooling water line and gas lines. Also designed galvanic cathodic protection for the steam and condensate system which provided heating throughout the laboratory property.

**Cuyahoga Metropolitan Housing Authority, Cleveland, Ohio.** Contractor for the



installation of galvanic protection systems on gas distribution systems at five housing projects operated by the Housing Authority.

**V.Y. Dallman Power Plant, Springfield, Illinois.** Project Engineer: Responsible for the design of a cathodic protection system to prevent corrosion of the large diameter cooling water piping. He also supervised the installation of the cathodic protection hardware for three in-ground clarifiers.

**DuPage Water Commission, Elmhurst, Illinois.** Project Engineer: Responsible for the conceptual design and specifications for a corrosion protection system for five standpipes ranging in size from 5 million gallons to 7.5 million gallons

**E.I. DuPont, Seneca, Illinois.** Made additions to galvanic cathodic protection system on the plant's Ammonia line and performed annual inspection and testing of the system. A portion of this line passed through an area of active explosives production requiring manpower tracking and limitation.

**Green Bay Water Utility, Wisconsin,** Designed cathodic protection for two directionally drilled steel water main river crossings. One system utilized impressed current cathodic protection and the other utilized galvanic cathodic protection.

#### OTHER

**Northwest Suburban Municipal Joint Action Water Agency, Cook County, Illinois.** Project Manager: Consultant to the Agency for three projects by others at O'Hare International Airport in proximity to the Agency's sole source 90-inch transmission main. One project involved the installation of three 44-inch parallel stormwater conduits crossing directly beneath the Agency's transmission main. The second project involved the relocation of a 48-inch water main to within a few feet of the Agency's transmission main. The third project required the relocation of more than 3000 feet of the Agency's transmission main to accommodate construction of a new runway. In each case the scope of work included review of construction plans and contractor operations to protect the Agency's transmission main and assure that it remained in continuous service.

### PROFESSIONAL ACTIVITIES

Chuck is an active member of the South Suburban Water Works Association, an educational and social organization of south suburban Chicago waterworks professionals, and presently serves as its Vice-Chair.

Chuck has been a member of NACE International, the Corrosion Society, for more than thirty years. He has been actively involved on numerous national standards committees, and currently serves as Vice-chair of task groups TG167, Cathodic Protection Impressed Current – Steel Water Storage Tanks, and TG284, Cathodic Protection Galvanic Anode for Internal Submerged Surfaces of Water Storage Tanks.

For the past eight years Chuck has taught classes on economics of cathodic protection and internal corrosion at the annual Appalachian Underground Short Course, held at West Virginia University in Morgantown, WV.

Chuck was recently appointed to the Storm Water Resource Committee of the Village of Homewood.

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

Village Hall

7:00 p.m.

July 16, 2012

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor  
Village Manager

Village Attorney  
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Motion: A Motion to Approve the Minutes from the Saturday Rules Meeting of July 7, 2012 and the Monday Rules Meeting of July 9, 2012
2. Resolution: A Resolution to Approve a Settlement Agreement with Norwood Square Shopping Center, LLC
3. Resolution: A Resolution Approving the FY 12-13 Motor Fuel Tax Contract for Sidewalk and Curb and Gutter Removal and Replacement
4. Resolution: A Resolution to Authorize Execution of the Developer Agreement between the Village of Park Forest and Richton Park and Mecca Companies, Inc. Regarding the Neighborhood Stabilization III Program
5. Resolution: A Resolution Thanking Levester Husband for his Dedicated Service to the Village of Park Forest
6. Resolution: A Resolution Recognizing and Thanking Richard Oldenburg for his Dedicated Service to the Village of Park Forest

DEBATABLE:

7. Ordinance: An Ordinance Amending Chapter 102 of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois, Regarding the Impoundment of Vehicles (Final Reading)

8. Ordinance: An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-49 (“Number Limited”) of the Code of Ordinance (First Reading)
9. Ordinance: An Ordinance Authorizing the Acquisition of 265 Arrowhead 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 approve the Minutes of the Saturday Rules Meeting of July 7, 2012 and the Minutes of the Monday Rules Meeting of July 9, 2012
2. MOVED, that the Mayor and Board of Trustees adopt a resolution approving a Settlement Agreement with Norwood Square Shopping Center, LLC.
3. MOVED, that the Mayor and Board of Trustees adopt a resolution approving the FY 12-13 Motor Fuel Tax Contract with Strada Construction Co, Addison, IL for sidewalk and curb and gutter removal and replacement in the amount of \$56,251.95 with a 30% contingency for any additional work as determined by the Village Engineer, for a total cost not to exceed \$73,127.54.
4. MOVED, that the Mayor and Board of Trustees adopt a resolution to authorize execution of the Developer Agreement between the Village of Park Forest and Richton Park and Mecca Companies, Inc. regarding the Neighborhood Stabilization III Program
5. MOVED, that the Mayor and Board of Trustees approve a resolution congratulating Paul Husband on the Occasion of His Retirement
6. MOVED, that the Mayor and Board of Trustees approve a resolution congratulating Rich Oldenburg on the Occasion of His Retirement

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8. Ordinance: An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-49 (“Number Limited”) of the Code of Ordinance (First Reading)
9. Ordinance: An Ordinance Authorizing the Acquisition of 265 Arrowhead Street (First Reading)

Adjournment

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

**VILLAGE OF PARK FOREST  
BOARD OF TRUSTEES  
SATURDAY RULES MEETING  
July 7, 2012**

**PRESENT:** Trustee Bonita Dillard, Trustee Ken Kramer, Trustee Gary Kopycinski, Trustee Robert McCray, Trustee Georgia O'Neill;

Village Manager Tom Mick, Director of Economic Development Hildy Kingma

**ABSENT:** Mayor John Osteburg and Trustee Mae Brandon

**VISITOR:** Resident Aaron Canty

Trustee Kramer called the meeting to order at 10:06 a.m.

The Board heard from Mr. Canty regarding his concerns about property taxes, ordinances for the upkeep of houses, and vehicles without stickers. Village Manager Mick explained the increase in taxes is attributable to different taxing authorities and in the case of his address, specifically School District 163. He suggested Mr. Canty speak to some of the other taxing authorities and also visit the Rich Township Assessor's Office for more information related to his tax bill. The Village's increase in property taxes was only 3.4%. As for ordinances for upkeep of property, Director Kingma was able to locate the documents on the website for Mr. Canty; he will research on his own. Village Manager Mick noted that if there are specific addresses Mr. Canty is concerned about, he should forward that information to his attention; he will follow up with the Director of Community Development. In discussing the situation on Miami Street, Village Manager Mick also explained the Crime Free Housing program and suggested Mr. Canty also forward address information for concerns about rental properties. Village Manager Mick explained second notices for vehicle stickers have recently gone out and sometime at the end of July or the beginning of August the police will begin issuing tickets; there is a process that is followed and the issuance of tickets is the next step. The Village Manager gave his business card with his cell phone number to Mr. Canty.

After hearing from the resident, the meeting continued with a review of the update from the Village Manager. Board members were requested to turn in the draft budgets and inform the Village Manager whether they want a hard copy of the budget or whether the online document will be sufficient. Also discussed was the expected date for the final reading for the Walgreen's liquor license request, the developing donation drive for rebuilding of the Central Park Wetlands boardwalk, the pool party, Main Street Nites, and recycling efforts for e-waste. After the review, both the Village Manager and Trustee O'Neill departed.

Director Kingma gave a brief presentation on the ongoing plan for the redevelopment of the Eastgate neighborhood. Resources available through Cook County, the State of Illinois, the partnership with the Chicago Metropolitan Agency for Planning and SSMA have enabled the Village to acquire and move forward with the demolition of many lots in Eastgate; the Village has plans in process for approximately 50 lots. This represents 20% of the goal; once all 50 lots are finalized (acquired and demolished) the next step would be to begin talking to a developer. The 50 lots were the worst in terms of blight in the neighborhood; there will be an impact on the quality of life in the neighborhood with the work done on these targeted lots. Director Kingma noted Village cost has been minimal as most of the work will be done through grants.

There was no other business to discuss. Trustee Dillard moved to adjourn at 11:30 a.m. Trustee McCray seconded the motion; all in favor.

Respectfully submitted,  
Sandra Salmen, Recorder

**VILLAGE OF PARK FOREST**

**Village Board Rules Committee Meeting  
Monday, July 9, 2012  
Village Hall 7:00 p.m.**

**MINUTES**

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

**STAFF IN ATTENDANCE:** Village Manager Tom Mick, Deputy Village Manager/Finance Director Mary Dankowski; Village Attorney Paul Stephanides, Police Chief Cliff Butz, Fire Chief Robert Wilcox, Director of Recreation and Parks John Joyce, Director of Public Health Jenice Ervin, Director of Public Relations Jason Miller, Director of Community Development Lawrence Kerestes, Director of Economic Development and Planning Hildy Kingma, Assistant to the Village Manager Denyse Carreras, Director of Public Works Ken Eyer

**ABSENT:** Mayor John Ostenburg and Trustee Robert McCray

**RECORDER:** Village Clerk Sheila McGann

**OTHERS IN ATTENDANCE:** none

Roll was called at 7:00 pm by Clerk McGann. Due to Mayor Ostenburg's absence, Trustee Kramer was named President Pro tem and called the meeting to order at 7:00 p.m.

**1. Resolution to Approve a Settlement Agreement with Norwood Square Shopping Center, LLC**

Manager Mick explained that the redevelopment agreement of the property has not been met. To avoid costly legal fees, a settlement has been agreed upon between the Village and Mike Nassimi, President, regarding the escrow account with \$75,000 going to Norwood Square Shopping Center and \$175,000 plus interest going to the Village. Manager Mick has talked to the Mayor who is in agreement with the arrangement.

Village Attorney Stephanides added that the Village will retain \$175,000 and \$75,000 will be returned to Nassimi Realty. The property will be transferred to the Village and the Village will then gain ownership. Trustees Kopycinski and Brandon agreed that this was disappointing but will now allow the Village to pursue other options.

## MOTIONS

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

1. MOVED, that the Mayor and Board of Trustees approve the Minutes of the Saturday Rules Meeting of July 7, 2012 and the Minutes of the Monday Rules Meeting of July 9, 2012
2. MOVED, that the Mayor and Board of Trustees adopt a resolution approving a Settlement Agreement with Norwood Square Shopping Center, LLC.
3. MOVED, that the Mayor and Board of Trustees adopt a resolution approving the FY 12-13 Motor Fuel Tax Contract with Strada Construction Co, Addison, IL for sidewalk and curb and gutter removal and replacement in the amount of \$56,251.95 with a 30% contingency for any additional work as determined by the Village Engineer, for a total cost not to exceed \$73,127.54.
4. MOVED, that the Mayor and Board of Trustees adopt a resolution to authorize execution of the Developer Agreement between the Village of Park Forest and Richton Park and Mecca Companies, Inc. regarding the Neighborhood Stabilization III Program
5. MOVED, that the Mayor and Board of Trustees approve a resolution congratulating Paul Husband on the Occasion of His Retirement
6. MOVED, that the Mayor and Board of Trustees approve a resolution congratulating Rich Oldenburg on the Occasion of His Retirement

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President Pro tem Kramer asked if any Trustees had any other questions or comments. There were no other questions or comments.

## **2. The FY 12-13 Motor Fuel Tax Contract for Sidewalk and Curb and Gutter Removal and Replacement**

Manager Mick referred to Director Eyer for information regarding the contract. He said that this is an annual sidewalk contract and recommended the low bidder, Strada Construction Company and asked for a 30% contingency for additional work, if required. When Trustee Brandon asked if the new sidewalks on Orchard Drive were covered under the Orchard contract, Director Eyer said yes. Manager Mick added that any resident with problems related to their sidewalks should call Village Hall.

## **3. An Ordinance Amending Chapter 102 of the Code of Ordinances Regarding the Impoundment of Vehicles**

Manager Mick asked Chief Butz to explain the proposed ordinance. Chief Butz explained that this ordinance is similar to other neighboring communities. This will allow for seizure of a vehicle involved in a misdemeanor or felony with the approval of the Watch Commander.

President Pro tem Kramer asked the Trustees if they had any questions. Trustee Dillard asked if this procedure is the same when a vehicle is seized during a drug arrest. Chief Butz said yes, it is the same procedure. There is a \$500 impound fee and towing costs. Trustee Kopycinski noted that battery was listed, but not domestic battery. Chief Butz noted that the Watch Commander makes that decision.

Manager Mick noted that sections “C” and “H” in the ordinance were redundant; Attorney Stephanides will look into that.

### **Mayor’s Comments**

None

### **Manager’s Comments**

Manager Mick noted that the Board is meeting on the summer schedule in July and August with Monday night’s meetings on July 9, July 16, August 13, and August 20. Manager Mick encouraged residents to come out and enjoy Main Streets Nights entertainment each Wednesday night at the Village Green until August 8. Midsummer Madness will take place on July 18 from 5pm until 7pm. Manager Mick also noted that the Village’s new budget is available online under the ‘documents’ tab.

### **Trustee’s Comments**

Trustee O’Neill wanted to thank everyone for their support during her family’s difficulties.

Trustee Dillard commented on the new location for this year’s Fourth of July Fireworks.

Trustee Brandon noted that the Youth Commission is continuing their work on Youth Day which is scheduled for Saturday, August 25.

**Attorney's Comments**

None

**Audience to Visitors**

None

**Adjournment**

President Pro-tem Kramer called for a motion to adjourn. Motion was made by Trustee Kopycinski and seconded by Trustee Brandon, and a voice vote was taken with the following results:

Ayes: 5

Nays: 0

Absent: 2

The motion was adopted with five (5) ayes, no (0) nays and two (2) absent.

President Pro-tem Kramer adjourned the rules meeting at 7:20 p.m.

Respectfully submitted,  
Sheila McGann  
Village Clerk

## **AGENDA BRIEFING**

**DATE:** July 10, 2012

**TO:** Mayor Ostenburg  
Board of Trustees

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

**RE:** Resolution to Approve a Settlement Agreement with Norwood Square Shopping Center, LLC

### **BACKGROUND/DISCUSSION:**

The Village sold the property commonly known as the Norwood Square Shopping Center to the Norwood Square Shopping Center, LLC (aka "Nassimi Realty") in March 2008. At the time of the sale and in accordance with the approved Redevelopment Agreement with the Village, Nassimi Realty deposited \$250,000 of the \$400,000 purchase price into an escrow account to be used for future "Initial Improvements" on the property. The Initial Improvements were clearly defined in the Redevelopment Agreement and a time line for construction was established. Nassimi Realty did not fulfill the terms of the Redevelopment Agreement. In fact, over the past four years they have owned the property, they have not paid property taxes and have not made any repairs or improvements to the property. As a result, in June 2012 a petition to have the property declared abandoned was filed in Cook County Circuit Court. The result of this petition will be to have the title to the property transferred to the Village.

Clearly, the condition of the property and the lack of any progress towards redevelopment has been a major concern of the Village's. However, the matter of the \$250,000 in escrow has also been an unresolved issue. Because the funds are in an escrow account, they cannot be released without the written approval of both parties. The attached Settlement Agreement, therefore, allows the Village to resolve all matters outstanding with Nassimi Realty. As noted in the Agreement, Nassimi Realty will receive \$75,000, plus up to \$1,000 from the interest earned on the escrow to pay their attorney's fees related to the petition to have the property declared abandoned. The Village will receive \$175,000, plus the remainder of the interest, which is approximately \$5,000.

The Village Attorney drafted the attached Settlement Agreement and Joint Written Direction to the escrow officer.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Board's Regular meeting of July 16, 2012, for approval.

**RESOLUTION**

**A RESOLUTION AUTHORIZING APPROVAL OF A  
SETTLEMENT AGREEMENT RELATED TO  
NORWOOD SQUARE SHOPPING CENTER**

**WHEREAS**, the Village of Park Forest and Norwood Square Shopping Center, LLC (“Owner”) wish to enter into a Settlement Agreement (“Agreement”) regarding certain escrow funds relating to a property development for 100-800 Norwood Square Drive (“Property”), otherwise known as the Norwood Square Shopping Center, and the abandonment of the Property of the Owner.

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

**Section 1. Recital Incorporated.** The foregoing recital is incorporated into this Section 1 by reference as though fully set forth herein.

**Section 2. Approval of Agreement.** The Agreement attached hereto and incorporated herein by reference as Exhibit 1 is hereby approved in substantially the form submitted and subject to the review and approval of the Village Attorney.

**Section 3. Execution of Documents.** The Village Manager or his designee is hereby authorized and directed to execute the Settlement Agreement, in substantially the form attached hereto as Exhibit 1, and any and all additional documents as may be necessary or advisable to effectuate the purposes of the Settlement Agreement.

**Section 4. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

MAYOR

CLERK

**EXHIBIT 1**  
**SETTLEMENT AGREEMENT**

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and between Village of Park Forest ("Village") and Norwood Square Shopping Center, LLC ("Owner").

### RECITALS

WHEREAS, the Village and Owner enter into this Settlement Agreement regarding certain escrow funds related to a property development for a property commonly known as 100-800 Norwood Square Drive, Park Forest, Illinois 60466, and legally described in Exhibit A, attached hereto and incorporated herein by reference ("Property").

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Owner acknowledges and agrees to stipulate to the existence of the facts as pled by the Village in its Verified Petition to have Property Declared Abandoned Pursuant to 65 ILCS 5/11-31-1(d), in Cook County Circuit Court Case Number 12 M6 1882 ("Case Number 12 M6 1882"), which case was filed by the Village in order to have the Property declared abandoned. Further, Owner agrees that, if requested by the Village, it will enter its appearance in Case Number 12 M6 1882 and waive and all rights it may have pursuant to 65 ILCS 5/11-31-1(d).

2. The Village and Owner shall execute a "Joint Written Direction" in substantially the form attached as Exhibit B, regarding the amount of \$250,000.00 currently held in escrow ("Escrow Amount") by Chicago Title Insurance Company pursuant to the Redevelopment Agreement between the Parties.

3. Owner shall retain \$75,000 of the Escrow Amount. Additionally, Owner shall retain such portion of the proceeds of the Escrow Amount necessary to reimburse Owner for its attorney's fees in Case Number 12 M6 1882 in the event it is requested by the Village to enter its appearance and waive its rights under 65 ILCS 5/11-31-1(d).

4. The Village shall retain \$175,000 of the Escrow Amount. Additionally, the Village shall retain all of the proceeds of the Escrow Amount, less any amount paid to Owner from the interest funds in order to reimburse Owner for its attorney's fees pursuant to Section 3 above. Other than the amounts set forth in this Section 4, the Village shall be responsible for any and all costs, attorneys' fees and expenses it may have regarding the Property or Cook Case Number 12 M6 1882.

5. The Village shall pay all recording fees, transfer taxes, title insurance and other similar costs and expenses related to transfer of the Property if ownership of the Property is transferred to the Village pursuant to Case Number 12 M6 1882.

6. Except for Case Number 12 M6 1882, the Village shall dismiss any and all actions and/or fines and/or monetary judgments against Owner regarding the Property, including any and all citations, violations, or local ordinance enforcement actions regarding the Property.

7. Except for the obligations set forth herein, the Village forever releases and discharges Owner, its officers, officials, agents and employees from all claims, demands, damages, actions or causes of action arising out of the Property. Except for the obligations set forth herein, Owner forever releases and discharges the Village, its officers, officials, agents, and employees from all claims, demands, damages, actions or causes of action arising out of the Property.

8. This Settlement Agreement sets forth all the covenants, conditions and promises between the Parties with regard to the Property.

9. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

**IN WITNESS WHEREOF**, the Village and Owner have caused this Settlement Agreement to be signed by their duly authorized representatives on the day and dates set forth below.

**VILLAGE OF PARK FOREST**

**NORWOOD SQUARE SHOPPING CENTER, LLC**

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

\_\_\_\_\_  
By: Mike M. Nassimi  
Its: President

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

PARCEL 1:

ALL OF LOTS 3, 4 AND 5, LOT 6 (EXCEPT THEREFROM THAT PART OF SAID LOT 6 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 6; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT, 169.66 FEET TO AN ANGLE POINT; THENCE NORTH 27 DEGREES 53 MINUTES 35 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT, 99.08 FEET; THENCE NORTHWESTERLY ON A LINE NORMAL TO THE LAST DESCRIBED EASTERLY LINE OF SAID LOT, 265.55 FEET TO THE WESTERLY LINE OF SAID LOT 6; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE EASTERLY TO THE PLACE OF BEGINNING);

*AND*

ALL OF LOT 14 AND LOT 15 (EXCEPT THAT PART OF LOT 15 CONVEYED TO THE VILLAGE OF PARK FOREST BY DEED RECORDED JULY 12, 1961, AS DOCUMENT NUMBER 18214455) AND ALL OF LOT 17 AND A 30 FOOT STRIP OF LAND LYING SOUTH OF AND ADJACENT TO SAID LOT 17 IN NORWOOD CENTER SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT-OF-WAY, IN COOK COUNTY, ILLINOIS.

*EXCEPT OUTLOT "A"*

THAT PART OF LOT 3 IN NORWOOD CENTER SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT-OF-WAY, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 18062765, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 3; THENCE NORTH 00 DEGREES 03 MINUTES 15 SECONDS WEST ALONG THE EASTERLY LINE OF LOT 3, SAID EASTERLY LINE ALSO BEING THE WESTERLY LINE OF WESTERN AVENUE, 112.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 56 MINUTES 45 SECONDS WEST, 140.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 15 SECONDS WEST, 235.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 45 SECONDS EAST 140.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 03 MINUTES 15 SECONDS EAST, 235.00

FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPT IDOT PARCEL 0FR0036 DESCRIBED AS FOLLOWS:

THAT PART OF LOT 3 IN NORWOOD CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1961, AS DOCUMENT NO. 18062765, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 31 MINUTES 16 SECONDS WEST, ON THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 5.00 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 41 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID LOT 3, A DISTANCE OF 37.60 FEET; THENCE NORTH 34 DEGREES 23 MINUTES 05 SECONDS WEST, 32.45 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 19 SECONDS WEST, 12.00 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 41 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID LOT 3, A DISTANCE OF 47.38 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 19 SECONDS EAST, 35.00 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 41 MINUTES 41 SECONDS EAST, ON SAID EAST LINE, 112.00 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPT:

OUTLOT "B":

THAT PART OF LOTS 3 AND 14 IN NORWOOD CENTER SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT-OF-WAY, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 18062765, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3: THENCE NORTH 29 DEGREES 43 MINUTES 40 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF LOT 3 AND ALSO BEING THE NORTHERLY LINE OF WESTWOOD DRIVE 110.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE CURVED SOUTHWESTERLY LINE OF SAID LOT 3, BEING THE ARC OF A CIRCLE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 340.00 FEET, AN ARC DISTANCE OF 58.24 FEET (THE CHORD OF SAID ARC BEARS NORTH 34 DEGREES 38 MINUTES 06 SECONDS WEST AND MEASURES 58.17 FEET) TO THE WESTERLY CORNER OF SAID LOT 3; THENCE NORTH 50 DEGREES 27 MINUTES 24 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 3, 169.66 FEET; THENCE NORTH 27 DEGREES 53 MINUTES 35 SECONDS WEST (SIC), 99.08 FEET; THENCE SOUTH 62 DEGREES 06 MINUTES 25 SECONDS EAST, 31.08 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 15 SECONDS EAST, 244.54 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 45 SECONDS EAST, 25.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES

15 SECONDS EAST, 42.28 FEET; THENCE SOUTH 30 DEGREES 06 MINUTES 35 SECONDS WEST, 25.94 FEET; THENCE SOUTH 60 DEGREES 16 MINUTES 20 SECONDS WEST, 120.00 FEET TO A POINT ON THE WESTERLY LINE OF LOT 14, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID WESTWOOD DRIVE; THENCE NORTH 29 DEGREES 43 MINUTES 40 SECONDS WEST ALONG SAID WESTERLY LINE 51.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 3 AND 14 IN NORWOOD CENTER SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE ELGIN JOLIET AND EASTERN RAILROAD RIGHT-OF-WAY ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 18062765, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE NORTH 29 DEGREES 43 MINUTES 40 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF LOT 3 AND ALSO BEING THE NORTHERLY LINE OF WESTWOOD DRIVE, 110.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE CURVED SOUTHWESTERLY LINE OF SAID LOT 3, BEING THE ARC OF A CIRCLE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 340.00 FEET, AN ARC DISTANCE OF 58.24 FEET (THE CHORD OF SAID ARC BEARS NORTH 34 DEGREES 38 MINUTES 06 SECONDS WEST AND MEASURES 58.17 FEET) TO THE WESTERLY CORNER OF SAID LOT 3; THENCE NORTH 50 DEGREES 27 MINUTES 24 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 3, 169.66 FEET; THENCE NORTH 27 DEGREES 53 MINUTES 35 SECONDS EAST, 99.08 FEET; THENCE SOUTH 62 DEGREES 06 MINUTES 25 SECONDS EAST, 31.08 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 15 SECONDS EAST, 244.54 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 45 SECOND EAST, 25.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 15 SECONDS EAST, 42.28 FEET; THENCE SOUTH 30 DEGREES 06 MINUTES 35 SECONDS WEST, 25.94 FEET; THENCE SOUTH 60 DEGREES 16 MINUTES 20 SECONDS WEST, 120.00 FEET TO A POINT ON THE WESTERLY LINE OF LOT 14, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID WESTWOOD DRIVE; THENCE NORTH 29 DEGREES 43 MINUTES 40 SECONDS WEST ALONG SAID WESTERLY LINE 51.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 660 FEET OF THE SOUTH 30 FEET OF THE NORTH 178 FEET OF THAT PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT-OF-WAY, EXCEPT THAT PART LYING IN WESTERN AVENUE, IN COOK COUNTY, ILLINOIS.

LOT 2:

LOT 2 IN NORWOOD CENTER SUBDIVISION OF PART OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{3}$  OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13, EAST OF

THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT-OF-WAY, IN COOK COUNTY, ILLINOIS.

EXCEPT THEREFROM IDOT PARCEL 0FR0034 DESCRIBED AS FOLLOWS:

THE EAST 5.00 FEET OF LOT 2 IN NORWOOD CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1961, AS DOCUMENT NO. 18062765, IN COOK COUNTY, ILLINOIS.

LOT 16:

LOT 16 (EXCEPT THAT PART OF LOT 16 CONVEYED TO THE VILLAGE OF PARK FOREST BY DEED RECORDED JULY 12, 1961, AS DOCUMENT 18214455 AND ALSO EXCEPT THAT PART OF LOT 16 DEDICATED FOR HIGHWAY PURPOSES ON DECEMBER 11, 1969, AS DOCUMENT 21035248), IN NORWOOD CENTER SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD RIGHT-OF-WAY, IN COOK COUNTY, ILLINOIS.

**PIN NUMBERS:**

31-25-202-015-0000  
31-25-202-016-0000  
31-25-202-028-0000  
31-25-202-030-0000  
31-25-202-033-0000  
31-25-202-034-0000  
31-25-202-035-0000  
31-25-202-037-0000  
31-25-202-038-8001  
31-25-202-038-8002

**EXHIBIT B**

**JOINT WRITTEN DIRECTION**

**VIA FACSIMILE TRANSMISSION  
(312) 223-2108 AND  
REGULAR U.S. MAIL**

\_\_\_\_\_, 2012

Ms. Amanda Quas-Ley  
Escrow Officer  
Chicago Title Insurance Company  
171 North Clark Street  
Chicago, Illinois 60601

**Re: Escrow Number D2 028011242**

Dear Ms. Ray:

In connection with that certain Redevelopment Agreement, dated September 24, 2007, entered into by Norwood Square Shopping Center, LLC (“Norwood”) and the Village of Park Forest (“Village”), and the Escrow Holdback Instructions Agreement (“Escrow Agreement”), dated March 6, 2008, entered into by Norwood and the Village, the undersigned hereby notify and direct the Escrowee, Chicago Title Insurance Company, to distribute the funds held in escrow, as defined in the Escrow Agreement, of \$250,000.00, including the proceeds of the investment of said amount, as follows: (1) \$175,000 to the Village; and (2) \$75,000 to Norwood. The Village shall be further entitled to the distribution of the proceeds of the investment of the \$250,000, less the amount of \$\_\_\_\_\_ to be distributed to Norwood. A copy of the Escrow Agreement is enclosed.

This Joint Written Direction may not be amended, modified or rescinded unless executed by Norwood and the Village.

NORWOOD SQUARE SHOPPING  
CENTER, LLC

VILLAGE OF PARK FOREST

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

## **AGENDA BRIEFING**

**DATE:** July 10, 2012

**TO:** President Ostenburg  
Board of Trustees

**FROM:** Roderick Ysaguirre – Assistant Village Engineer - DPW

**RE:** Awarding of the FY 12-13 MFT Sidewalk & Curb and Gutter Removal and Replacement Contract, MFT Section 13-00000-02-GM

### **BACKGROUND/DISCUSSION:**

On Wednesday, June 13, 2012 at 11:30 a.m., the Department of Public Works opened 5 bids for the FY 12-13 MFT Sidewalk & Curb and Gutter Removal and Replacement Contract. Invitations to bid were published in the *Star* Newspaper and in the Illinois Department of Transportation Construction Bulletin. Bids were also sent to 9 prequalified bidders. Strada Construction Co., located in Addison, IL, was the lowest bidder in the amount of \$56,251.95 dollars. See attached Bid Tab.

This contract will provide for the removal and replacement of deteriorated, broken, and/or displaced sidewalk and curb and gutter. This work will be paid for from the MOTOR FUEL TAX FUND where \$74,400 dollars are budgeted for this specific work.

Strada Construction Co. has performed work under this same maintenance project for the Village in the past and has satisfactorily completed all items under that contract. Strada Construction Co. possesses a Certificate of Eligibility that is issued by the Illinois Dept. of Transportation, which states that Strada Construction Co. meets the experience, equipment, and financial condition requirements to bid on State work not to exceed \$750,000 dollars for Concrete Construction. DPW has reviewed their Certificate of Insurance and received sufficient documentation and paperwork required by the bid proposal documents to qualify for awarding of this contract.

**RECOMMENDATION:** Award the FY 12-13 MFT Sidewalk & Curb and Gutter Removal and Replacement Contract to Strada Construction Co. from Addison, IL, and authorize the Village Manager to enter into said contract in the amount of \$56,251.95 with a 30% contingency for any additional work as determined by the Village Engineer, for a total cost not to exceed \$73,127.54 dollars.

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



**VILLAGE OF PARK FOREST**

**MEMORANDUM**

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

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

**DATE: July 11, 2012**

**RE: A RESOLUTION THANKING LEVESTER PAUL HUSBAND FOR HIS  
DEDICATED SERVICE TO THE VILLAGE OF PARK FOREST**

**BACKGROUND/DISCUSSION:**

After a lengthy career of dedicated service to the Village of Park Forest, Public Works Crew Chief Paul Husband is leaving his duties. Attached is a Resolution honoring his tenure with the Village and highlighting his accomplishments. The Resolution was drafted, in part, with the assistance of the staff of the Public Works Department.

**SCHEDULE FOR CONSIDERATION:**

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



**VILLAGE OF PARK FOREST**

**MEMORANDUM**

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

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

**DATE: July 12, 2012**

**RE: A RESOLUTION RECOGNIZING AND THANKING RICHARD  
OLDENBURG FOR HIS DEDICATED SERVICE TO THE VILLAGE OF  
PARK FOREST**

**BACKGROUND/DISCUSSION:**

After more than 30 years of service to the residents of Park Forest, Park Forest Police Corporal Richard "Richie" Oldenburg is retiring. Rich and his wife, Margene, will be staying in the area. The attached Resolution recognizes his career with the Village and wishes him well in his retirement.

**SCHEDULE FOR CONSIDERATION:**

This issue will be on the Consent Agenda of the July 16, 2012 Regular Meeting for Board consideration and approval.

**A RESOLUTION RECOGNIZING AND THANKING  
RICHARD OLDENBURG FOR HIS DEDICATED SERVICE  
TO THE VILLAGE OF PARK FOREST**

- WHEREAS** Richard Oldenburg grew up in the town of Crete and graduated from Crete-Monee High School; and
- WHEREAS** Richard Oldenburg served in the **United States Marine Corps** and was honorably discharged; and
- WHEREAS** Richard Oldenburg served as a part-time Police Officer for the Village of Crete from 1975 to 1982; and
- WHEREAS** Richard Oldenburg joined the Park Forest Police Department on January 3, 1982; and
- WHEREAS** he served the Department as a **Field Training Officer** for many years; and
- WHEREAS** Richard Oldenburg was promoted to the rank of **Corporal** in 1986 and served as the **Administrative Corporal** from 2005 to 2012; and
- WHEREAS** Richard Oldenburg was a member of the Police Department Pension Board serving as its **President**; and
- WHEREAS** Richard Oldenburg received numerous Department commendations throughout his career including a Meritorious Service Award, Six (6) Outstanding Service Awards, a Term Award and was the Police Department's **Officer of the Year** in **1998**; and
- WHEREAS** after more than 30 years of loyal and devoted service to the Village of Park Forest and its residents "**Corporal Richie**" will retire on July 31, 2012 to spend more time with his family and enjoy life.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, that the warmest appreciation of the Board, on behalf of the residents and businesses of the Village of Park Forest, be expressed to Richard Oldenburg for his years of service to the Village of Park Forest.

**BE IT FURTHER RESOLVED** that the Mayor and the Board wish Richard Oldenburg the best of luck as he sets out on whatever new path he chooses to follow and may he take time out to enjoy time with his wife of 40 years, Marge, his family and friends.

**ADOPTED** this \_\_\_\_\_ day of July, 2012

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor

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

## AGENDA BRIEFING

### Memorandum

**DATE:** July 10, 2012

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

**FROM:** Clifford Butz,  
Chief of Police

**RE: AN ORDINANCE AMENDING CHAPTER 102 OF THE CODE OF  
ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES,  
ILLINOIS, REGARDING THE IMPOUNDMENT OF VEHICLES**

### BACKGROUND/DISCUSSION:

The Vehicle Impoundment Ordinance currently allows for the administrative seizure of a vehicle for violations of several of the Village's ordinances including narcotics violations, driving on suspended license, weapons violations and driving under the influence. It has been a proven tool for helping to make offenders financially liable for their crimes. As it stands now, a person's vehicle can be administratively seized for having a small amount of cannabis but cannot be seized if it is used in the commission of a crime such as Residential Burglary, Theft, Robbery, Battery or any other criminal act not currently covered. A number of towns including South Holland, Olympia Fields and Chicago Heights have amended their Vehicle Impoundment Ordinance to include the seizure of a vehicle when it is used in the commission or used to facilitate any misdemeanor or felony crime.

### RECOMMENDATION:

It would be the Police Department's recommendation to amend paragraph (a) of the current ordinance to include the verbiage "or any motor vehicle which is used by a person during the aiding, abetting or commission of a misdemeanor, felony or forcible felony as those terms are defined in the Illinois Criminal Code, 720 ILCS 5/2-7, 2-8 and 2-11. By Police Department Policy, permission must still be given by the Watch Commander to administratively seize any vehicle. Misdemeanors in which the use of the administrative seizure ordinance would be considered include Battery, Sexual Abuse, Theft, Criminal Damage to Property, Deceptive Practice and Reckless Conduct.

### SCHEDULE FOR CONSIDERATION:

This item will appear on the agenda of the Regular Meeting of July 16, 2012 for final reading.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 102 OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, REGARDING THE IMPOUNDMENT OF VEHICLES

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. Village Code Amended.** Chapter 102 ("Traffic and Vehicles"), Article I ("In General"), Section 102-14 ("Impoundment of Vehicles") of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois is amended by adding the underlined language and deleting the overstricken language to read as follows:

**Sec. 102-14. Impoundment of vehicles.**

- (a) The owner of a vehicle used in connection with section 66-71, attempt to solicit drugs; section 66-168, unlawful use of weapons; section 102-15, unlawful drugs in motor vehicle; section 102-16, driving while intoxicated; section 102-17, driving without a driver's license; section 102-18, sound device restrictions; section 102-19, unlawful firearms in a motor vehicle; and section 102-20, attempt to solicit drugs, and any other section of this Code so designated in its content, **or any motor vehicle which is used by a person during the aiding or abetting or commission of a misdemeanor, felony or forcible felony as those terms are defined in the Illinois Criminal Code, 720 ILCS 5/2-7, 2-8 and 2-11,** shall be subject to seizure and impoundment and the owner of record shall be assessed an administrative penalty in the amount not to exceed \$750.00, plus towing and storage fees, any other fees deemed applicable and shall have the right to request a hearing in person and in writing at the village police department within ten days, excluding Saturdays, Sundays and legal holidays, after the vehicle is seized and impounded. The penalty for driving on a suspended license pursuant to section 102-17 shall be \$500.00, plus towing and storage fees, and other fees deemed applicable. An administrative hearing officer, appointed by the board of trustees of the village, shall review the information relating to the impoundment and determine whether a reasonable belief exists that the vehicle was used in the manner in which the officer reported, unless the vehicle was seized and impounded due to unlawful drugs in the motor vehicle and the police department determines that it must retain custody of the vehicle under applicable state or federal forfeiture law or if the vehicle is being held pending an investigation. After determining that reasonable cause exists to hold the vehicle, the administrative hearing officer shall order the continued impoundment of the vehicle unless the owner of the vehicle pays to the village the amount of the administrative penalty, plus fees for towing and storing the vehicle, and any other

fees deemed applicable. If the vehicle is also subject to immobilization for unpaid final determinations of parking and/or compliance violations, the owner of the vehicle must also pay the amounts due for all such outstanding violations prior to the release of the vehicle. If the administrative hearing officer determines that there is not such reasonable cause, the vehicle shall be returned without penalty or other fees.

- (b) Within ten days after a vehicle is seized and impounded, the police department shall notify, by personal service or certified mail, the owner of record and any lien holder of record of the date, time and place of the hearing before an administrative hearing officer on the seizure and impoundment of the vehicle. The notice shall state the penalties which may be imposed if the owner of record or lien holder fails to appear at the hearing. Such penalties may include, where penalty and fees assessed remain unpaid, the village's right to sell such vehicle and apply all proceeds from the sale thereof to the payment of all penalties and fees due and owing. The hearing date must be no more than 30 days, excluding Saturdays, Sundays, and legal holidays, after the impoundment of the vehicle. If, after the hearing, the administrative hearing officer determines by a preponderance of the evidence that the vehicle was used in violation of this Code, the administrative hearing officer shall enter an order finding the owner of record liable to the village for the amount of the administrative penalty, plus towing and storage fees, and any other applicable fees. If, after a hearing, the administrative hearing officer does not determine by a preponderance of the evidence that the vehicle was used in such a violation, the administrative hearing officer shall enter an order finding for the owner and for the return of the vehicle or previously paid penalty and fees.
- (c) As used in this section, the owner of record of a vehicle means the record title holder.
- (d) This subsection shall not apply if:
  - (1) The vehicle used in the violation was stolen at the time and the theft was reported to the appropriate police authorities within 24 hours after the theft was discovered or reasonably should have been discovered; or
  - (2) If the vehicle is operating as a common carrier and the violation occurs without the knowledge of the owner of the vehicle.
- (e) Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle to a facility controlled by the village or its agents. Before or at the time the vehicle is towed, the police officer shall notify any person identifying himself as the owner of the vehicle or any person who is found to be in control of the vehicle at the time of the alleged violation, of the fact of the seizure and of the vehicle owner's right to request a vehicle impoundment hearing to be conducted under this section.

- (f) A sworn report of a law enforcement officer, prepared in conformity with Section 11.501.1 of the Illinois Vehicle Code, establishing that a person has refused testing or has submitted to a test that discloses a blood alcohol concentration of 0.08 or more, or any amount of a drug, substance, or intoxicating compound in the person's breath, blood or urine resulting from the unlawful use or consumption of cannabis listed in the *Cannabis Control Act*, a controlled substance listed in the Controlled Substances Act, or an intoxicating compound listed in the Use of Intoxicating Compounds Act, shall constitute prima facie evidence under this section, sufficient to establish a finding of the vehicle owner's liability under this section. This presumption may be rebutted by clear and convincing evidence.
- (g) If an administrative penalty is imposed pursuant to this section, such penalty shall constitute a debt due and owing to the village. If a cash bond has been posted pursuant to this section, the bond shall be applied to the penalty. If a vehicle has been impounded when such a penalty is imposed the village may seek to obtain a judgment on the debt and enforce such judgment against the vehicle as provided by law. Except as provided otherwise in this section, a vehicle shall continue to be impounded until the penalty, plus any applicable towing and storage fees, is paid to the village, in which case possession of the vehicle shall be given to the person who is legally entitled to possess the vehicle, or the vehicle is sold or otherwise disposed of to satisfy a judgment or enforce a lien as provided by law. If the administrative penalty and applicable fees are not paid within 30 days after an administrative penalty is imposed under subsection (a) of this section against an owner of record who defaults by failing to appear at the hearing, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles. In all other cases, if the administrative penalty and applicable fees are not paid within 30 days after the expiration of time at which administrative review of the hearing officers' determination may be sought, or within 30 days after an action seeking administrative review has been resolved in favor of the village, whichever is applicable, the vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles under 625 ILCS 5/4-208. Except as otherwise specifically provided by law, no owner, lienholder or other person shall be legally entitled to take possession of a vehicle impounded under this section until the civil penalty and fees applicable under this section have been paid. However, whenever a person with a lien of record against an impounded vehicle has commenced foreclosure proceedings, possession of the vehicle shall be given to that person if he or she agrees in writing to refund to the village the amount of the net proceeds of any foreclosure sale, less any amounts required to pay all lienholders of record, not to exceed \$500.00 plus the applicable fees.
- (h) ~~For purposes of this section, the owner of record of a vehicle is the record title holder.~~

\* \* \* \*

**Section 2. 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 3. Effective Date.** This Ordinance shall be take effect from and after its passage and approval and publication as required by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2012.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
John A. Ostenburg, Mayor

\_\_\_\_\_  
Sheila McGann, Village Clerk

## VILLAGE OF PARK FOREST

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

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

**DATE:** July 10, 2012

**RE:** An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-49  
 (“Number Limited”) of the Code of Ordinances

### **BACKGROUND/DISCUSSION:**

In January 2012, the Bond Drug Company of Illinois, LLC (aka Walgreens Company) submitted an application to change their liquor license for the Walgreens store at 15 S. Orchard Drive from a Class B2 to a Class A2. This requested change was to allow the store to sell all alcoholic liquors. The Class B2 license limits the store to selling only beer and wine.

At the time Walgreens submitted their application, the Village Board was reviewing amendments to the liquor license ordinance so no new applications were being considered. The final amendments to the Village Code were approved by the Board of Trustees in June, so it is now appropriate to consider the request from Walgreens. Based on the revised ordinance, Walgreens has submitted a new application for a change from a Class C liquor license (beer and wine only sold by a drugstore) to a Class D license (all alcoholic liquor sold by a drugstore). The Class D license limits the total square feet of the premises dedicated to the sale of alcoholic liquors to 15 percent. The full application fee of \$1,500 has been paid. The Police Chief has reported that during the two years that Walgreens has held their liquor license for the sale of beer and wine, there have been no violations of the Village Code and no other concerns related to the sale of beer and wine.

The Village Attorney has reviewed and approved the attached Ordinance.

### **SCHEDULE FOR CONSIDERATION:**

This item will be on the Board Regular agenda for first reading on July 16, 2012.

**ORDINANCE** \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 6 (“ALCOHOLIC BEVERAGES”),  
ARTICLE II (“LICENSES”), SECTION 6-49 (“NUMBER LIMITED”)  
OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST,  
COOK AND WILL COUNTIES, ILLINOIS**

**WHEREAS**, the Code of Ordinances of the Village of Park Forest (“Village Code”) provides for the number of liquor licenses in effect in each classification at any one time; and

**WHEREAS**, Walgreens Store Number 04532, located at 15 South Orchard Drive in the Village of Park Forest (“Village”), currently holds a Class C liquor license which authorizes the retail sale of beer and wine only in its original package by a drugstore for consumption off premises; and

**WHEREAS**, Bond Drug Company of Illinois, LLC (also known as Walgreens Company) has requested a change in the liquor license for Walgreens Store Number 04532 to Class D which authorizes the retail sale of all alcoholic liquor in its original package by a drugstore for consumption off premises; and

**WHEREAS**, Walgreens Store Number 04532 has operated under its current liquor license in a responsible manner with no violations of the Village’s liquor licensing regulations.

**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, that:

**Section 1. Recitals Incorporated.** The above recitals are incorporated herein as though fully set forth.

**Section 2. Code of Ordinances Amended.** Chapter 6 (“Alcoholic Beverages”), Article II (“Licenses”), Section 6-49 (“Number Limited”) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding the following underlined language and deleting the stricken language to read as follows:

**Section 6-49. Number Limited.**

(a) Except as otherwise provided in section 6-55, the number of licenses in effect at any one time for the sale of liquor shall be as follows:

<b>Class</b>	<b>Number of licenses</b>
(1) Class A licenses	1
(2) Class B licenses	1
(3) Class C licenses	<u>1</u> <del>0</del>

\* \* \* \*

**Section 3. 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 4. 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:**

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
VILLAGE CLERK



**SPIRITS LICENSE EXPANSION  
DECEMBER 30, 2011**

To: John Ostenburg, Liquor Commissioner  
From: Laura Milowski  
Subject: Spirits License Expansion

Walgreens is seeking a license to sell spirits in your municipality at the location(s) listed below:

- Walgreens #04532, 15 S. Orchard Dr, Park Forest, IL 60466

The request for these licenses is in an effort to expand our Adult Beverage offering beyond beer and wine offering a complete shopping solution to our valued customers. Since our recent expansion into beer and wine the customer feedback on requests for spirits in our locations has been overwhelming. A recent Market Tool survey\* found that 87% of our beer & wine customers stated that they would purchase spirits if they were available.

The customer requesting spirits at our locations doesn't come as a surprise, considering our largest competitor in the drug channel (CVS) is the #1 spirits license holder in the U.S., Rite Aid is the 4<sup>th</sup> largest spirits license holder. In fact the top five license holders for spirits in the U.S. all have pharmacies in their stores. Again this shouldn't come as a surprise considering retailers of pharmaceutical products tend to be much more advanced in handling regulated products.

The space required for adding spirits would be incremental to the current beer and wine space, on average the total space for beer, wine, and spirits would be less than 5% of the total space.

Currently Walgreens is at a competitive disadvantage by not carrying spirits; I seek your support in our licensing efforts.

Please contact me if this meets with your approval so we can process the application and payment.

Thank you,  
Walgreen Co.

Laura Milowski  
License Specialist, License Administration  
Accounting Shared Services Excellence Team (ASSET)  
300 Wilmot Road, MS 3301, Deerfield, IL 60015  
Office: 847-527-4516 Fax: 847-368-6687  
laura.milowski@walgreens.com

*1/13/12  
Tom Mick spoke to Ms.  
Milowski; Walgreens Branch  
held. MD  
Left vm on  
our 1/11/12 notice  
village code is review  
and overhauled relation  
to liquor licenses.  
Tom*

## **AGENDA BRIEFING**

**DATE:** July 11, 2012

**TO:** Mayor Ostenburg  
Board of Trustees

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

**RE:** Approval of an Ordinance Authorizing the Acquisition of 265 Arrowhead Street

### **BACKGROUND/DISCUSSION:**

The house on the property at 265 Arrowhead Street was slated to be demolished as part of the CDBG-IKE grant. The Community Development Department posted notice in April that this property would be demolished, and subsequently, Bank of America (BAC) representatives contacted the Village to indicate that they would be willing to demolish the house and donate the property to the Village. BAC will also provide clear title to the property and pay taxes up to the day of closing. The Village will be responsible for paying closing costs to transfer title and for releasing any Village liens that may be on the property. The house is vacant and severely blighted. This agreement will allow the Village to expend the CDBG-IKE grant funds on demolition of an additional house.

The Village Attorney drafted the attached Ordinance and reviewed the attached Donation Agreement. BAC representatives are making final revisions to the Donation Agreement based on the Village Attorney's review. The final agreement will be provided to the Board at the time of Rules discussion and Final Reading.

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

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF  
THE PROPERTY COMMONLY KNOWN AS 265 ARROWHEAD STREET,  
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**, BAC Home Loans Servicing, LP or its successor in interest (hereinafter “BAC”) is the owner of record of the property commonly known as 265 Arrowhead Street, Park Forest, Illinois, P.I.N. 32-30-207-024-0000 (hereinafter “Property”) and legally described as follows:

LOT 24 IN BLOCK 7 OF THE VILLAGE OF PARK FOREST AREA NO. 1,  
BEING A SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTHEAST ¼  
OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT-OF-WAY  
LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD, IN COOK  
COUNTY, ILLINOIS.

**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 initiated proceedings to demolish the structure on the Property and the Village now has the authority to demolish the structures; and

**WHEREAS**, BAC has indicated that it is willing to convey title to the Property to the Village via quitclaim deed in accordance with the terms of the Real Property Donation Agreement, attached hereto and incorporated herein as Exhibit 1, and the Village desires to accept a quitclaim deed from BAC 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 BAC by quitclaim 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 quitclaim 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 Real Property 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 quitclaim deed from BAC.

**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:**

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
VILLAGE CLERK

**EXHIBIT 1**

**REAL PROPERTY DONATION AGREEMENT**

## REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement (“Agreement”) is made on July 12, 2012, between **Bank of America, N.A.**, for itself, (“Donor”), and **The Village of Park Forest, Cook County, State of Illinois, an Illinois Municipal Corporation** (“Donee”). It is agreed that upon the terms and conditions set forth in this Agreement the Donor shall donate and convey all of its rights and interests in, and the Donee shall accept and be the successor to all such rights and interests in, the real property identified and described herein. This Real Property Donation Agreement and any addenda, riders, counterparts, or amendments together constitute the complete Agreement.

Donor and Donee may each be referred to herein as a “Party” and collectively as the “Parties.”

Donor is the owner, or the agent of the owner with the authority to enter into this Agreement, of the real property described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Property”).

**1. PROPERTY ADDRESS:** The physical address of the Property, and any improvements thereon, is **265 Arrowhead Street, Park Forest, IL 60466.**

**2. EFFECTIVE DATE:**

The date of Donor’s execution of this Agreement shall be the “Effective Date” of the Agreement, notwithstanding any prior understanding or agreement with respect to the financial terms set forth herein. The Agreement shall be null and void if the Agreement signed by the Donee is not actually received by the Donor before the Donor accepts a competing offer, or gives verbal or written notice of revocation to the Donee, the Donee’s agent or attorney, or the listing agent. The Agreement must be approved by the Donor’s management, and it must be signed by all parties in order to be binding.

**3. CONSIDERATION:**

The Parties acknowledge and agree that there shall be no consideration or payment of money or goods of any kind made by Donee in exchange for the Donor’s transfer of the Property. This Agreement, and performance of any covenant or condition contained herein, is not contingent upon Donee obtaining financing from any source. To the extent that the Parties have entered any other agreement with respect to the donation of real property prior to this Agreement, each Party acknowledges full performance by the other Party of all covenants and conditions contained in such prior agreement.

**4. RESTRICTIONS, EASEMENTS, LIMITATIONS:**

Donee shall take title to the Property subject to all matters of record unless otherwise set forth in Exhibit “B” attached hereto and incorporated here by this reference.

**5. TIME OF THE ESSENCE; CLOSING DATE:**

**(a)** It is agreed that time is of the essence with respect to all dates specified in the Agreement and any addenda, riders, or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any agreed extension thereof.

**(b)** The closing shall take place on or before **August 28, 2012** ("Closing Date"), unless the Closing Date is extended in writing signed by the Donor and the Donee, or extended by the Donor under the terms of the Agreement. If no extension is agreed upon and if the Closing does not occur (through no fault of Donor) by the Closing Date, the Agreement is automatically terminated.

**6. DOCUMENTS FOR CLOSING:**

Donor shall prepare or cause to be prepared a deed transferring the Property to Donee. Donor shall be responsible for recording the deed following the Closing. Donor shall provide all title insurance and closing services through a title insurance company of its choice licensed or authorized to provide such insurance in the state in which the Property is located. The deed to be delivered at closing shall be a deed in which the Grantor therein grants and conveys to the Grantee therein only that title to, or interest and rights in, the property granted therein that the Grantor may have at the time of the grant, and shall contain no warranty, guaranty or indemnification of any kind, express or implied. Such deed may be known as a Quitclaim, Grant Deed or the by the title of such deed used in the state, county or city in which the property is located. Any reference to the term "deed" or "quitclaim" herein shall be construed to refer to such form of deed.

**7. CLOSING COSTS AND EXPENSES:**

**(a)** Donor shall pay all title insurance premiums, specifically including an Owner's Policy in which the Insured shall be the Donee;

**(b)** The Parties agree that Donor shall only be responsible for payment of real estate taxes through the date of closing. At Closing, Donor shall pay any and all real estate taxes that are due and owing. In States where taxes are paid in arrears, Donor shall also credit Donee for general real estate taxes through the date of closing. In States where real estate taxes are paid prospectively, Donee shall credit Donor for any days after closing for which taxes are paid. In all States, credits shall be prorated based on 100% of the most recent ascertainable full year tax bill.

**(c)** All other costs, expenses, fees and other amounts due and paid at or through the Closing shall be paid:

- \_\_\_\_\_ **BY DONOR;**
- \_\_\_\_\_ **BY DONEE;**
- \_\_\_\_\_ **EQUALLY BE DONOR AND DONEE; or**

X    **AS OTHERWISE AGREED TO BY THE PARTIES AND CONTAINED IN EXHIBIT B**

**(d)** An itemization of all fees, costs, expenses and other amounts paid at or through the Closing, including without limitation, a HUD – 1 Settlement Statement, shall be prepared in connection with the Closing and approved by Donor and Donee.

**8. PROPERTY CONDITION:**

**(a)** Donee acknowledges and agrees that Donor has not made and hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present, or future, of, as to, or concerning (i) the nature, square footage, condition, value, or quality of the geology, the presence of environmental hazards, or the suitability of the Property for any and all activities and uses which Donee may elect to conduct thereon, specifically including but not limited to, using the Property as a residence; (ii) the manner, construction, condition, quality, the state of repair or lack of repair of any of the Property; (iii) except for any warranties contained in the deed, the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise; (iv) the compliance of the Property, its operation, or use with any laws, rules, ordinances, or regulations of any government or other body; and, (v) the income to be derived from the Property.

**(b)** Donee hereby expressly acknowledges and agrees that Donee has thoroughly inspected and examined the Property to the extent deemed necessary by the Donee in order to enable Donee to evaluate the acceptance of the Property. Donee hereby further acknowledges and agrees that Donee is relying solely upon the inspection, examination, and evaluation of the Property, if any, by Donee and that Donee is accepting the Property on an “AS IS, WHERE IS” and “WITH ALL FAULTS” basis and not on any information provided or to be provided by Donor. Donee acknowledges that it has sufficient information regarding the Property; is relying on its own experts and not Donor or any information provided by Donor, if any; and is not looking to Donor for any additional information with respect to condition of the Property. Donee expressly acknowledges that, in consideration of the agreements of Donor herein, Donor makes no warranty of representation expressed or implied, or arising by operation of law, including, but in no way limited to any warranty of condition, habitability, merchantability, or fitness for a particular purpose except otherwise specified herein. It is further agreed that Donor has not warranted, and does not hereby warrant the Property and any improvements located thereon now or in the future will meet or comply with the requirements of any safety code or regulation of the state, city, or county in which the Property is located, or any other authority or jurisdiction.

**9. CODE VIOLATIONS:**

**(a)** Donor and Donee acknowledge and agree that that there may be outstanding and unpaid liens, fines, fees or penalties attached to or assessed against the Property or the owner of the Property (including Donor), (“Assessments”) at the time this Agreement is executed. If such Assessments do exist, Donor and Donee agree to resolve the payment of and liability for such Assessments, as between the parties, in this Agreement.

**(b)** Therefore, Donor and Donee shall each place its mark next to the statement that accurately represents their agreed upon resolution of such Assessments. **If either party fails to make its mark, or if the parties make their marks next to different statements, then there is no agreement between the parties and each is released by the other of all liability for failure to perform any obligation contained in the Agreement.** The Parties agree as follows:

No later than at the Closing, any and all liens, fines, fees or penalties attached to or assessed against the Property, or owed by an owner of the Property as a result of one or more violations of county, city, township or village ordinances, codes, regulations or administrative orders shall:

\_\_\_\_\_ (i) be paid in full by Donor and fully released by the Donee, entity, corporation, partnership, limited liability company, department, agency, or person to which such assessments were owed and/or which holds the legal authority to release Donor of liability for such assessments;

**TKM** \_\_\_\_\_ **BLG** \_\_\_\_\_ (ii) be forgiven and Donor fully released by the Donee, entity, corporation, partnership, limited liability company, department, agency, or person to which such assessments were owed and/or which holds the legal authority to release Donor of liability for such assessments;

\_\_\_\_\_ (iii) shall remain unsatisfied by Donor and Donee, taking and owning the Property subject thereto, shall accept and assume sole liability for payment, abatement or extinguishment of such assessments; or

\_\_\_\_\_ (iv) NOT APPLICABLE

**10. EXPOSURE TO LEAD OR LEAD-BASED PAINT:**

**If the Property was built prior to 1978, the Property may contain lead-based paint or other sources of lead. Exposure to lead-based paint or other sources may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant woman. Donee agrees that it is accepting the Property “as-is” without any representations or warranties whatsoever as to the condition of the Property. Donee further agrees that the Donor has no responsibility or liability for, and Donee hereby unconditionally releases Donor from, any and all liability, known and unknown, present or future, that is based upon or related to, the existence of lead or lead-based paint on or about the Property. Donee acknowledges that it has been informed by Donor of possible health hazards posed by exposure to lead from lead-based paint or other sources on or about the Property. Donee further acknowledges that Donee has waived the opportunity to conduct a risk assessment for the presence of lead-based paint hazards on the Property.**

**11. DEFECTS IN TITLE:**

If Donee raises an objection to Donor's title to the Property, which, if valid, would make title to the Property uninsurable, Donor shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to Donee. Donor is not obligated to (i) remove any exception; (ii) bring any action or proceeding or bear any expense in order to convey title to the Property; or (iii) make the title marketable or insurable. Any attempt by Donor to remove such title exceptions shall not impose an obligation upon Donor to remove those exceptions.

**12. REPRESENTATIONS AND WARRANTIES:**

In addition to Donee's representations and warranties made elsewhere herein, Donee represents and warrants to Donor the following:

**(a)** Donee is accepting the Property solely in reliance on its own information and/or findings and not on any information, representation or warranty provided or to be provided by Donor, its servicers, representatives, brokers, employees, agents, or assigns, including, but not limited to, any information provided on any brochures or web sites of Donor or Donor's agents or brokers, or any information on the Multiple Listing Service;

**(b)** Neither Donor, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or express, relating to the condition of the Property or the contents thereof;

**(c)** Donee has not relied on any representation or warranty from Donor, or Donor's agents or brokers regarding the nature, quality, or workmanship of any repairs made by Donor;

**(d)** Donee will not occupy, or cause or permit others to occupy, the Property prior to Closing; and

**(e)** Donee is not an officer, an employee, a director, or a Business Partner (as defined below) of Bank of America, N.A., or its parent company, subsidiaries, or affiliated companies. Donee understands and acknowledges that Donor prohibits such persons from purchasing the Property, directly, indirectly, or through a family member or an interest in a partnership, corporation, joint venture, trust, or other entity. "Business Partner" shall mean any agent, broker, appraiser, attorney, trustee, property inspection or, title company, representative, or vendor of Bank of America, N.A., or its parent company, subsidiaries, or affiliated companies.

**13. CONDITIONS TO DONOR'S PERFORMANCE:**

Donor shall have the right, at Donor's sole discretion, to extend the Closing Date or to terminate the 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 Date or the mortgage insurance company exercises its right to acquire title to the Property;

(b) a third party having an interest in the Property (or the loan that was secured by the Property) has requested that the servicing entity, or any other party, release the servicing of or repurchase such loan or the Property;

(c) full payment of any property, fire or hazard insurance claim is not confirmed prior to the Closing Date;

(d) any third party, whether tenant, homeowner's association, or otherwise, exercises rights under a right of first refusal to purchase the Property;

(e) Donee is the former mortgagor of the Property whose interest was foreclosed, or is related to or affiliated in any way with the former mortgagor, and Donee has not disclosed this fact to Donor prior to Donor's acceptance or execution of this Agreement. Such failure to disclose shall constitute a material breach under the Agreement, entitling Donor to exercise any of its rights and remedies, including, without limitation, immediately terminating this Agreement; or

(f) Donor, at Donor's sole discretion, determines that the donation and transfer of the Property to Donee, or any related transactions, are in any way associated with illegal activity of any kind.

#### **14. DONOR'S REMEDIES FOR DONEE'S DEFAULT:**

In the event of Donee's material breach or material misrepresentation of any fact under the terms of the Agreement, Donor is automatically released from the obligation to donate and convey the Property to Donee, and Donor and any indemnified parties shall not be liable to Donor for any Claims arising out of or relating in any way to Donor's failure to donate and convey the Property to Donee.

#### **15. INDEMNIFICATION:**

Donee agrees to indemnify and hold harmless Donor and its agents from and against any and all losses, claims, demands, liabilities, costs, damages and expenses (including attorney's fees and costs) that Donor may incur arising from Donee's actions or failure to act on, respond to or comply with any local, state or federal law, rule or ordinance affecting the Property including, but not limited to, building code requirements, nuisance claims or abatements thereof, condemnation proceedings, lien enforcement actions, and the like. Further, except for money claims for nuisance or utility charges arising prior to the date of title transfer, Donee acknowledges that the Property may be subject to proceedings in law or equity to abate, correct, or otherwise comply with local, state or federal requirements regarding the Property and that this indemnity shall also apply in such instances.

**16. RISK OF LOSS:**

In the event of fire, destruction, or other casualty loss to the Property after Donor's acceptance and execution of the Agreement, and prior to closing and funding, Donor may, at its sole discretion, repair or restore the Property, or either Party may terminate the Agreement. If Donor elects to repair or restore the Property, then Donor may, at its sole discretion, limit the amount to be expended. If Donor elects to repair or restore the Property, Donee shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition, or (b) terminate the Agreement.

**17. SPECIAL CLAUSES:**

**RESERVED**

**18. OTHER AGREEMENTS:**

No other agreements or representations, unless specifically set forth in the Agreement, shall be binding upon any of the Parties. This Agreement sets forth the full and complete understanding of the Parties hereto. No amendment, modification or supplement to this Agreement shall be binding unless in writing and duly executed and delivered by each of the Parties hereto to the other Party or Parties. Nothing herein shall be construed as constituting a partnership or joint venture between Donor and Donee. Neither Donor nor Donee has employed a broker and cross indemnification for broker fees and commissions.

**19. EMINENT DOMAIN:**

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

**20. KEYS:**

Donee is aware that the Property may be on a master key system. Donee is encouraged to re-key the Property after Closing. Donee agrees to hold Donor harmless for any claims relating in any way to any theft or damage of personal property that occurs after the Closing Date.

**21. SURVIVAL:**

Donor's delivery of the deed to the Property to Donee shall be deemed to be full performance and discharge of all of Donor's obligations under the Agreement. Notwithstanding anything to the contrary in the Agreement, any provisions that contemplate performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing, funding and the delivery of the deed and/or termination of the Agreement by any Party and such provisions shall continue in full force and effect.

**22. SEVERABILITY:**

If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired thereby, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

**23. TERMINATION OF AGREEMENT:**

If either Party terminates the Agreement when permitted to do so, the Parties shall have no further obligation to each other, except as to any provision that survives the termination of the Agreement.

**24. ASSIGNMENT OF AGREEMENT:**

Neither Donor nor Donee shall assign the Agreement.

**25. MODIFICATION AND WAIVER:**

No provision, term or clause of the Agreement shall be revised, modified, amended or waived, except by an instrument in writing signed by Donor and Donee. The waiver by any Party of a breach of the Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No course of dealing between the Parties shall operate as a waiver of any provision of the Agreement.

**26. RIGHTS OF OTHERS:**

The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Donor's successors and/or assigns, that is not a Party to the Agreement, nor does it create or establish any third party beneficiary to the Agreement.

**27. COUNTERPARTS AND FACSIMILE:**

The Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. A signed facsimile or photocopy of the Agreement shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an originally signed agreement for all purposes, including all matters of evidence and the "best evidence" rule.

**28. HEADINGS:**

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

**29. GENDER:**

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

**30. FORCE MAJEURE:**

Except pursuant to the Risk of Loss provisions above, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans, or other means.

**31. ATTORNEY REVIEW:**

Donee acknowledges that it 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.

**32. 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 by fax with confirmation of transmission to the numbers below, or five (5) calendar days after mailing by first class mail, postage paid. All notices to Donor will be deemed sent or delivered to Donor when sent or delivered to Donor at the address or fax number shown below. All notices to Donee shall be deemed sent or delivered and effective when sent or delivered to Donee at the address or fax number shown below.

**33. APPLICABLE LAW:**

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State in which the Property is located.

**34. DISPUTE RESOLUTION:**

At the request of either Party, any dispute arising under this Agreement shall be submitted to mediation before resorting to arbitration or court action. Mediation fees shall be divided equally and each Party shall bear his or its own attorney's fees and costs. Neither Party may require binding arbitration prior to commencement of court action, although the parties may mutually agree to such arbitration.

**35. ATTORNEYS' FEES, COURT COSTS, AND LEGAL EXPENSES:**

In any action, proceeding, or arbitration arising out of, brought under, or relating to the terms or enforceability of the Agreement each Party shall bear its own attorneys' fees, costs, and expenses incurred in such action, proceeding, or arbitration.

**36. COMPLIANCE**

Donee assumes all duties and obligations for compliance with any and all applicable requirements or conditions precedent to conveyance of the Property, including (without limitation) any requirements imposed by governmental agencies or authorities as

conditions precedent to conveyance of real property generally, or conditions precedent to conveyance of foreclosed or distressed real estate, or otherwise.

**37. LANGUAGE IN BOLD OR CAPITALIZED:**

**FOR EMPHASIS AND DONEE’S BENEFIT SOME PROVISIONS HAVE BEEN BOLDED AND/OR CAPITALIZED (LIKE THIS SECTION), BUT EACH AND EVERY PROVISION IN THIS AGREEMENT IS SIGNIFICANT AND SHOULD BE REVIEWED AND UNDERSTOOD. NO PROVISION SHOULD BE IGNORED OR DISREGARDED BECAUSE IT IS NOT IN BOLD OR EMPHASIZED IN SOME MANNER, AND THE FAILURE TO BOLD, CAPITALIZE, OR EMPHASIZE IN SOME MANNER ANY TERMS OR PROVISIONS IN THIS AGREEMENT SHALL NOT AFFECT THE ENFORCEABILITY OF ANY TERMS OR PROVISIONS.**

IN WITNESS WHEREOF, Donor and Donee have entered into the Agreement effective as of the date it is executed by Donor as set forth below.

**DONEE(S):**

**Signature:**

**Date:**

Print Name: Thomas K. Mick, the Village Manager

**Address:**

**Telephone:**

**Email:**

**DONOR:**

**Bank of America, N.A.:**

**Bank of America, N.A.,**

**as Agent in Fact For:**

By: Bootsie Gilbert

Title: AVP

Date:

**Bank of America, N.A. CLOSING CONTACT:**

Escrow/Closing Officer Name: Doreen Korven

Escrow/Closing Officer Phone No.: 805-520-5093

**Exhibit "A":**  
**Legal Description of Property**

**Lot 24 in Block 7 of the Village of Park Forest Area No. 1, being a subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 35 North, Range 14, East of the Third Principal Meridian, lying South of the South right-of-way line of the Elgin, Joliet and Eastern Railroad, in Cook County, Illinois.**

Note: For informational purposes only, the land is known as:

265 Arrowhead Street  
Park Forest, IL 60466

**Exhibit "B":**  
**Itemization of Closing Costs and Expenses**

Donor shall provide Donee with a Preliminary Title Report for subject property. Donor will reasonably cooperate with Title to remove exceptions that would make title uninsurable. In the event Donor is not able to make Title insurable or correct any problem or obtain Title insurance from a reputable title company, Donee may waive the right to title insurance or terminate agreement. Donor shall make every attempt to, but is not obligated to remove exceptions, make the title marketable or insurable. Donor shall provide Donee with a standard Owners Policy of Title insurance customary to that of which is issued within that State property is located in.

Donor has agreed to pay LISTING BROKER a Listing Commission in the amount of \$1,500.00 less \$125 for Equator transaction fee and \$500.00 Outsourcing fee. Donee herein acknowledges that there is no Selling Agent representation.

Closing costs not otherwise provided for herein shall be split between the Donor and Donee according to the local custom, and in accordance with a closing statement approved by the Donor and Donee at or before closing.

Donor agrees to demolish property prior to the close of escrow, under proper demolition permits paid for and obtained by the Donor and issued by the Village and any other applicable governmental entities