

COMMITTEE OF THE WHOLE MEETING  
No. 2013-10-2  
TUESDAY, OCTOBER 15, 2013

6:00 P.M.

CALL TO ORDER

ROLL CALL

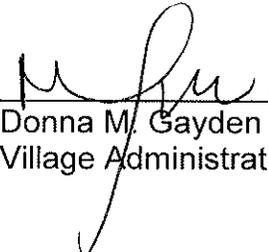
ADMINISTRATION

1. Intergovernmental Agreement with Brookwood School District 167
2. Presentation by Cell at Auction
3. Executive Closed Session under Section 2(c)(1) Personnel and Section 2(c)(5) Real Estate Acquisition

OPEN TO THE PUBLIC

ADJOURNMENT

Sincerely,



\_\_\_\_\_  
Donna M. Gayden  
Village Administrator

Posted and distributed 10/11/13

## **INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the Village of Glenwood (“Glenwood”) is a home-rule municipality under the Constitution and the statutes of the State of Illinois;

WHEREAS, Brookwood School District 167 (“Brookwood”) is a public school district under the Constitution and the statutes of the State of Illinois;

WHEREAS, Brookwood and Glenwood deem that it is in each of their best interests enter into an intergovernmental agreement whereby Brookwood reimburses Glenwood for its costs in providing school crossing guard services to Brookwood at such locations and times as may, from time to time, be mutually agreeable to both Brookwood and Glenwood;

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and Section 220/1 et seq. of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government and school districts to enter into intergovernmental agreements to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function common to them; and

NOW THEREFORE, Brookwood and Glenwood (hereinafter jointly referred to as the “Parties” or individually as a “Party”), in consideration for the mutual promises contained herein, which are deemed to be sufficient consideration, each agrees as follows:

### **I.**

#### **RECITALS PART OF AGREEMENT**

**1.0 Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals are true, correct, material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

### **II.**

#### **MUTUAL ASSISTANCE**

**2.0 Cooperation.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, resolutions, ordinances, approvals and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals required or useful for purposes contemplated by this Agreement.

### III.

#### CROSSING GUARD SERVICES

##### 3.0. Planning and Determination of Crossing Guard Services Needed.

The respective staff of Brookwood and Glenwood shall jointly meet, identify and mutually agree to the locations, dates and times where crossing guard services are needed for students attending Brookwood schools. Staff working in the morning shall be at their assigned locations from 7:45am – 8:45am. Staff working in the afternoon shall be at their assigned location from 2:45pm – 3:45pm.

##### 3.1 Crossing Guards

Glenwood, with the assistance of its police department, shall hire, train, equip and monitor part time crossing guards that will provide crossing guard services at the locations dates and times agreed to by Brookwood and Glenwood. Glenwood shall provide workers compensation insurance coverage and liability insurance coverage for the crossing guards it employs in a manner that is consistent with the coverage it provides for its other public safety employees.

##### 3.2 Payment.

Brookwood shall pay Glenwood for the crossing guard services it provides. The amount paid by Brookwood to Glenwood shall be equal to an amount which includes the sum of: (1) the actual wages paid for crossing guard services by Glenwood, in which two supervisors are paid an hourly wage of \$12.52 and all others at an hourly wage of \$11.52; (2) the actual cost of equipment provided to crossing guards by Glenwood; and (3) an additional amount equal to the actual wages paid, employee taxes, employer taxes and any other benefits including but not limited to insurance paid to the crossing guards, by Glenwood and its administration of the program. Glenwood shall provide invoices on a monthly basis, or on such other periodic time frame that may otherwise be agreed to by the parties. Payments from Brookwood to Glenwood for crossing guard services shall be due within 30 days from the date of Glenwood's invoice. If full payment is not timely made by Brookwood, Brookwood shall pay an additional late payment charge equal to 5% of the invoice amount due per each 30 day period on the outstanding balance owed beginning on the first day that payment is late and continuing until full payment is made. Brookwood recognizes that, from time to time, it may be necessary for one of Glenwood's sworn police officers to provide crossing guard services that would otherwise be performed by a part time crossing guard and that, in the event of such occurrence, the actually hourly rate paid to the sworn police officer by Glenwood shall be used in determining the actual wages that are to be charged to Brookwood.

**IV.**  
**GENERAL PROVISIONS**

**4.0. Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**4.1. Default.** A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and such performance continues thereafter with due diligence. Upon a breach of this Agreement, the non-defaulting Party may: (1) terminate this Agreement by providing 30 days written notice to the other; (2) by an action or proceeding at law or in equity, secure the specific performance of the covenants and agreements herein contained; or (3) seek an award of damages for failure of performance. Except as otherwise set forth herein, no action taken by a Party pursuant to this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

**4.2. Amendment.** This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment and the execution of such written amendment by the Parties or their successors in interest; provided, however, that Glenwood and Brookwood may mutually agree to amend or modify this Agreement.

**4.3. Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

**4.4. Severability.** If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

**4.5. Illinois Law.** This Agreement shall be construed in; accordance with the laws of the State of Illinois.

**4.6. Notice.** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) sent by telecopy facsimile; or (iii) sent by a nationally recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing such with an overnight courier service or (c) two (2) business days after deposit in the United States mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail, return receipt requested.

If to the Village of Glenwood:

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425  
Attention: Village Administrator

If to Brookwood School District 167:

Brookwood School District 167  
201 Glenwood-Dyer Road  
Glenwood, Illinois 60425  
Attention: Superintendent

**4.7. Successors and Assigns.** The agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives (including successor Corporate Authorities).

**4.8. Consent or Approval.** Except as otherwise provided in this Agreement, whenever consent or approval of a Party is required, such consent or approval shall not be unreasonably withheld.

**4.9. Effective Date.** Unless otherwise terminated for a default pursuant to section 4.1, the term of this Agreement shall commence on the date it has been approved by both Brookwood and Glenwood and continue until the expiration of the 2013-2014 school term. Thereafter, unless otherwise terminated for a default pursuant to section 4.1, this agreement shall automatically be renewed for each subsequent school term unless either Brookwood or Glenwood notifies the other in writing of its intent to terminate this agreement by July 1<sup>st</sup> following the end of a school term. Notwithstanding the forgoing, Glenwood and Brookwood may mutually agree to terminate this Agreement at any time.

**4.10. Interpretations.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

**4.11. Approval.** Brookwood herein represents that this Agreement has been properly approved by its Board of Education in conformance with all legal requirements and that this Agreement is binding upon Brookwood. Glenwood herein represents that this Agreement has been properly approved by its Board of Trustees in conformance with all legal requirements and that this Agreement is binding upon Glenwood.

**4.12. Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**VILLAGE OF GLENWOOD**

By: \_\_\_\_\_  
Kerry Durkin, Village President

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

ATTEST:

\_\_\_\_\_  
Ernestine Dobins, Village Clerk

**BROOKWOOD SCHOOL DISTRICT 167**

By: \_\_\_\_\_  
Deborah Birmingham, President

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

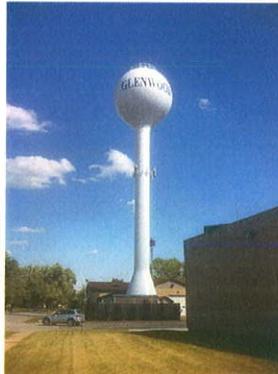
ATTEST:

\_\_\_\_\_  
Lorrie Wheeler, Board Secretary



**Corporate Headquarters:**  
Bud Blinick, AARE, President  
Mark Swislow, CEO  
3100 Dundee, Suite 208, Northbrook, IL 60062  
Tel: 847-504-8201 E-Mail: [budb@cellatauction.com](mailto:budb@cellatauction.com)  
Web Site: [www.cellatauction.com](http://www.cellatauction.com)

**EXECUTIVE SUMMARY  
VILLAGE OF GLENWOOD ANTENNA LEASE AUCTION**



**AUCTION DATE:**

**November 21, 2013**

**AUCTION FORMAT:**

**All sites offered Without Reserve Subject to a Published Reserve Price**

**PUBLISHED RESERVE PRICE:**

<b>Parcel 1: Sprint Water Tower:</b>	<b>\$250,000</b>
<b>Parcel 2: Village Hall Water Tower Verizon:</b>	<b>\$395,000</b>
<b>Parcel 3: Village Hall Water Tower T-Mobile:</b>	<b>\$370,000</b>
<b>Parcel 4: Village Hall Water Tower US Cellular:</b>	<b>\$270,000</b>
<b>Parcel 5: Glenwoodie Tower:</b>	<b>\$495,000</b>

Seller shall have the right to amend the auction sale to an auction With Reserve, subject to Seller acceptance in the event there are fewer than three (3) registered bidders per each site with the required cashier's check or wired funds prior to the commencement of the bidding at the time and place of the auction. Additionally, each offering constitutes an individual auction. After the first site is offered, seller shall have the right to instruct auctioneer to discontinue the auction or remove certain parcels from the offering.

**BUYERS PREMIUM:**

**8% Buyers Premium. 2% Buyers Premium rebated to Village**

**MARKETING TIMELINE:**

**35-45 days from receipt of executed auction agreement and due**

diligence materials.

**MARKETING STRATEGY:**

National advertising via direct calls and e-mails with top tower companies and investment groups, LoopNet, Wall Street Journal and other trade publications.

**EARNEST MONEY DEPOSIT:**

Non-Refundable earnest money on deposit prior to auction for on line web cast participants or submitted to Title Company upon signing of Agreement of Sale for participants on site.

**CLOSING TIMELINE:**

Closing occur seven to ten days after closing:

September 11, 2013

Re: Accelerated Sales Program for Village of Glenwood

Mayor Kerry Durkin  
Donna M. Gayden, Village Administrator  
Linda Brunette, Finance Director  
Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

Dear Mr. Durkin, Ms. Gayden and Ms. Brunette:

We very much enjoyed meeting with you. Thank you for requesting that we provide this comprehensive proposal for considering selling the above referenced antenna leases and one tower through a High-Profile Open live Real Estate Auction Program.

Auctions have long been used as a preferred means of selling valuable assets for several reasons. Auctions create a centralized marketplace for buyers and sellers, which save time and maximize efficiency for both parties. Live auctions in combination with webcast bidding create a larger bidding base, since all potential bidders can come to one location no matter where they are in the world. Auctions foster competition, ensuring you the best return on your assets with no price limits. This competitive environment is fueled by a sense of urgency; there is a definite date and time when the site will be sold, and anyone who hesitates risks losing the asset entirely. The auction environment also lessens the likelihood of buyer's remorse. Since buyers compete with what other qualified bidders are willing to pay, the final price is justified by the market.

Currently auctions are experiencing an all-time high in popularity with the buying public as evident in the emergence of websites such as EBAY and numerous ongoing reality television programs such as Auction Hunters (Spike TV); Auction Kings (Discovery); Storage Wars (A&E); Barrett-Jackson Auto Auction (Speed Network); as well as two dedicated network channels; Auction Network and American Auction Network (AAN). This considerable exposure has drastically increased the public's intrigue and knowledge of the auction process, the most proven and long-lived sales method in any open free market economic system providing equal opportunity to all prospective purchasers.

Our recommendations are as follows:

**I. AUCTION STRATEGY**

There are three types of Strategies for an Open Outcry and live Web Cast Auction:

- A. Auction with Reserve Subject to Seller Acceptance. This strategy offers the asset subject to the seller accepting or rejecting the high bid placed at auction. This form of offering by itself is not a very strong calling card where the purchaser is likely to believe that the auction is no more than a traditional negotiated sales technique and that the seller may just be seeking a “free appraisal” for the properties. With no certainty of guaranteed sales, the final prices realized can be lackluster.
- B. Auction with Reserve Subject to a Published Reserve Price. The use of this strategy requires some careful analysis and knowledge of buyer psychology. A number should be used that clearly demonstrates the opportunity for an excellent purchase by a bidder. The Published Reserve Price needs to be at a level at which the seller would likely prefer not to sell the asset, but at which many serious bidders perceive substantial additional value, and would bid up to and beyond that value in a competitive bidding environment. The ability to analyze the response to this type of program at the beginning of the marketing campaign on a daily basis can lead to amending the program should bidder interest be less than projected.
- C. Auction without Reserve and No Minimum Bid (Absolute Auction). This strategy is frequently used when the Seller wishes to send a clear message to the marketplace that they mean to sell the asset. It will frequently attract the highest number of serious prospects and lead to the best possible prices achieved. The “illusion of a bargain” is a definite component of this without reserve bidding program.

Our experience has shown that an Absolute / Without Reserve offering will often lead to the highest prices achievable for our seller clients for these types of properties. This ultimate message to the marketplace that property will definitely be sold combined with the possible “wholesale” opportunity that Absolute Offerings present is the necessary driving force to compel prospective purchasers to bypass other negotiated “sale” opportunities and react directly to your offering. We do not believe that you will experience a problem with demand at a reasonable market price for this parcel. This auction strategy has been used effectively in numerous auction programs.

We recommend that the sites be offered with reserve, subject to a published reserve price as stated above. We would expect to have six or more bidders on the leases. We would introduce a safeguard to the offering of this asset as follows: Seller shall have right to amend the auction sale to an auction With Reserve, Subject to Seller Acceptance in the event there are fewer than three (3) registered bidders for that specific Property prior to the commencement of the bidding at the time and place of the auction. We do not expect that you will seek to exercise this option; however, our programs are based on momentum of bidding and good competition.

Cell Site Financing. The sale is NOT subject to obtaining financing and closing will be scheduled for a short time frame after the auction. Buyers for these types of transactions are sophisticated and know the terms of sale.

## II. DUE DILLIGENCE

1. Site Information Packets. The visual presentation of the site to prospective qualified purchasers can be important to stimulate actual action for a sale. Moving a prospect from a display ad, website, or a media story; to downloading the due diligence; to registering for the auction must happen in an orderly manner. The bidder's packet is a key piece of marketing to turn a qualified prospect from idle curiosity to a party desiring to purchase, as it provides (1) complete due diligence material on the asset; and (2) the predetermined specimen Agreement of Sale. This bidder's packet is made a requirement in order for any person to bid at the auction. This insures required disclosures have been received by the bidder prior to bidding. Informed and confident bidders bid higher, as a bidder's focus should always be on “how high I can bid” as opposed to “what I am really bidding on”?
2. Handling Specific Inquiries & Auction Marketing Team. Our office in Northbrook, IL would handle the speaking with qualified parties inquiring about the site. Our experience has been that the eventual sale is actually made at first contact with a prospective purchaser. Presenting the antenna site or cell tower in its

best light and setting the opportunity for a “possible” wholesale acquisition are important to insure that the prospect actually inspects the cell tower or antenna site and reviews the due diligence provided. There is a real benefit in having a group who can offer expertise about the auction offering. We are constantly qualifying parties who call for information.

3. **Site Inspections.** Adequate inspection opportunities must be provided by pre-scheduling a designated time when the cell site can be viewed. For a rooftop installation, there will be a designated time when a representative from Cell At Auction will provide access. Most likely this will be coordinated with a property manager. For stand-alone sites prospective buyers may drive by at their convenience. It is important that as many possible prospects all inspect your site at the expense of other competing sites.

## II. MARKETING PLAN

1. Our marketing program is designed to create the highest degree of exposure in a concentrated period of time for the purpose of focusing the attention of the marketplace to your offering at the expense of other opportunities. We have developed extensive lists of contacts within the telecom investor industry that will be immediately contacted. This will be done not just via e-mail and letters but through direct contact with the parties responsible for making buying decisions at these companies, both large and small. Our web site is designed for clear and quick use. Prospective buyers can easily obtain the necessary information to make a concise and informed buying decision. Our program would provide exposure in dozens of telecom, real estate and auction related websites. Our company website, cellatauction.com, is visited daily by repeat auction attendees and new prospects.
2. **Public Relations Exposure.** The public relations program for your offering can be an important part of effective marketing. We work with public relations professionals to write a detailed news story outlining the auction offering and the “possible” wholesale buying opportunity offered. Two important components that would be stressed in our public relations effort would be: (1) Presenting the asset and its potential in the best possible light, and (2), maintaining “the illusion of a bargain” throughout the marketing cycle. The “event” that is created with a high-profile auction will provide the increased opportunity for public relations exposure from local media. These stories are presented to prospective purchasers as news as opposed to paid advertisement, thus adding substantial validity to your offering.
3. **Marketing Budget.** It is important that the Marketplace see advertising on this offering everywhere they look to generate excitement and immediate buyer inspections. Unlike a typical real estate auction, there will be no upfront charge to the seller for offering this antenna site at auction.
4. **Eliminate Competition:** Our program essentially freezes the marketplace at the expense of other comparable investments, setting your offering apart from competing product currently offered on a traditional negotiated basis. Prospects will delay their purchases at any competing cell site until they have had the opportunity at a “possible” wholesale opportunity at your auction. The “illusion of a bargain” that only a skilled auction firm can create is an essential motivating factor to insure maximum market focus to your offering.

## IV. AUCTION TIMELINE

1. **Auction Timeline.** The auction could commence as early as five to six weeks after the Exclusive Auction Listing Agreement was fully executed. A specimen timeline is provided as follows:
  - WEEK 1: Due diligence material collected and analyzed. Marketing material generated.
  - WEEK 2-5: Online and National Marketing commenced and continued up to Auction Day. Promotional material are mailed and emailed to prospect list. Press releases are distributed.
  - WEEK 2-5: Onsite Inspections commence and due diligence materials provided.
  - WEEK 6-7 Auction Day
  - CLOSINGS: Closing on these transactions scheduled 7-14 days after the auction (or sooner).
2. **Earnest Money Requirements.** Earnest money funds in the form of a Cashier’s Check or wired funds would be required to bid. An amount in the range of 6% to 8% of the total purchase price would be appropriate on the day of the auction.

3. **Webcast Bidding.** Our auctions are simultaneously conducted live at a specified location and online through our website. Web bidding allows the prospective buyer to bid from their home or office with real-time live/audio streaming of the auction.
  4. **Signing of the Contract.** The content of the Agreement of Sale is pre-determined in advance with the input of our firm and the seller's attorney. Often, a final Agreement of Sale contains limited to virtually no contingencies as complete control of the terms of sale is the decision of the seller. Negotiation is completely eliminated from an auction transaction. A signatory of the seller must be present through the duration of the auction to execute all agreements on cell sites sold on an Auction Day.
2. **Multiple Site Auction.** We are currently negotiating with other various owners with other Cell Sites. We have found that multiple lot auctions will typically produce more bidders and higher premiums for all lots offered as;
- A. Larger auctions add excitement to the sale generating increased interest from media and prospective purchasers particularly from outside of the immediate market.
  - B. Advertising can be increased when marketing costs are combined with other sellers to facilitate further reaching and more effective exposure.
  - C. Past multiple property/multiple seller auction sales have produced a considerable amount of "crossover bidding" where a prospect is outbid on their initial targeted asset, and ultimately end up bidding on another asset at the Multi-cell site auction (providing they have deposited required funds).

#### V. CLOSINGS AND COMMISSIONS

1. **Closing of the Sale.** Closings can be achieved 7-14 days after the auction as directed in the Agreement of Sale.
2. **Buyer's Premium.** The compensation to Cell At Auction LLC is provided through the effective use of a buyer's premium. A buyer's premium of 8% of the high bid or offer price would be added to the high bid or offer price to determine the total purchase price paid by the Purchaser to the Seller at closing. The use of the buyer's premium allows the seller to essentially defer the majority of the cost of sale to the purchaser. We have found that bidders, in a competitive bidding environment, do not reduce their bidding levels in consideration of the fact that they will pay to the Seller at closing an additional premium as part of the purchase & sale agreement. It is often regarded much like state sales tax. This has the effect of putting more dollars in the seller's pocket than is possible through a traditional brokered negotiated sale.

Our experience is that there is no other practical method for capturing the true depth of market for certain types of property in a time sensitive manner. Our Accelerated Marketing Programs send the ultimate calling card to the marketplace pulling potential buyers "off the fence" and to the closing table. We look forward to discussing our outlined recommendations with you in detail as we appreciate your consideration our services.

Yours truly,



Bud Blinick, AARE, President  
Cell At Auction, LLC