

**SUPPLEMENTAL ATTACHMENT
TO
ATTACHMENT #1K**

1. LITTLE FRIENDS - SHELTERED WORKSHOP, INC. (Purchaser)
 agrees to purchase at a price of \$650,000.00 (subject to Exhibit B) on the terms set forth herein, the following described real estate
 to DuPage County, Illinois:

Block 2 in Kroehler's Addition to Naperville, in Section 18, Township 38,
Range 10, East of the Third Principal Meridian, according to the Plat
thereof recorded on May 14, 1906 as Document 87553, in DuPage County, Illinois.

(If legal description is not included herein at time of execution, _____ is authorized to insert it thereafter.)

[illegible]

2. NORTH CENTRAL COLLEGE (Seller)

agrees to sell the real estate and the property, if any, described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto (in joint tenancy) by a recordable warranty deed, with release of homestead rights, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies; (e) special taxes or assessments for improvements not yet completed; (f) any unconfirmed special tax or assessment; (g) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (h) mortgage or trust deed specified below, if any; (i) general taxes for the year 1974 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 1975 and subsequent years.

3. Purchaser has paid See para- / ~~(and all purchase price has been paid in full)~~ of the purchase price to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows:
(strike subparagraph not applicable)

(a) The payment of \$ Balance in cash, certified or cashier's check

(b) ~~The acceptance of the title to the real estate by Purchaser subject to a mortgage (trust deed) of record securing a principal indebtedness (which the Purchaser [does] [does not] agree to assume) aggregating \$ _____ bearing interest at the rate of _____ % a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.~~

4. This contract is subject to the condition that Purchaser be able to procure within _____ days a firm commitment for a loan to be secured by a mortgage or trust deed on the real estate in the amount of \$ _____, or such lesser sum as Purchaser accepts, with interest not to exceed _____ % a year to be amortized over _____ years, the commission and service charges for such loan not to exceed _____ %. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notified Seller thereof within that time, this contract shall become null and void and all earnest money shall be returned to Purchaser; provided that if Seller, at his option, within a like period of time following Purchaser's notice, procures for Purchaser such a commitment or notifies Purchaser that Seller will accept a purchase money mortgage upon the same terms, this contract shall remain in full force and effect. ~~(Strike paragraph if inapplicable.)~~

5. The time of closing shall be sixty days after the~~xxx60 days after the/ xxxxxxxxxxxxxxxx~~ execution hereof
~~xxxxxx~~, or on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming
operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Nadelhoffer, Hennessy, Dommergut
Brestal, Or
of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller shall deliver possession to Purchaser on the date the sale is closed.

7. Seller agrees to pay a broker's commission to None
in the amount set forth in the broker's listing contract or as follows: None

8. The earnest money shall be held by Seller
for the mutual benefit of the parties.

9. Seller agrees to deliver possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.

[illegible]

...and the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this

Purchaser _____ (Address) _____

Purchaser _____ **(Address)** _____

Seller _____ **(Address)** _____

Seller _____ (Address) _____

*Form normally used for sale of residential property other than property improved with large multi-family structures.

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy unless the contract price is \$100,000.00 or less and the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment discloses unpermitted exceptions, Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further actions of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. If the amount of the current general taxes is not then ascertainable, the adjustment thereof shall be on the basis of the amount of the most recent ascertainable taxes. The amount of any general taxes which may accrue by reason of new or additional improvements shall be ~~deducted from the purchase price~~ paid by Purchasers.

All prorations are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the Purchaser.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. *(Strike paragraphs if inapplicable.)*

7. Time is of the essence of this contract.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

9. The purchase price hereof is subject to paragraph 3 of the lease agreement for the sub premises entered into by and between the parties hereto and dated the 1st day of July, 197. The purchase price shall be determined at the time of the execution of this agreement by reducing the purchase price of \$650,000.00 by the amount of payments allocable to principal made under said lease, and then applying the balance of the loan as the purchase price, said being set forth on Exhibit "B" attached hereto and made a part hereof.

10. It is understood that Purchaser has had possession of the subject premises under a certain lease, and therefore hereby accepts the premises in an as is condition.

A G R E E M E N T

THIS AGREEMENT made this 31 day of June, 1975, by and between the LITTLE FRIENDS - SHELTERED WORKSHOP, INC., a not-for-profit corporation chartered under the laws of the State of Illinois, hereinafter referred to as "LESSEE", and NORTH CENTRAL COLLEGE, an Illinois institution of higher education, hereinafter referred to as the "LESSOR".

WITNESSETH:

WHEREAS the LESSOR is an academic institution of higher learning devoted to the ideal of providing the highest quality education available and in furtherance thereof establishes and maintains programs designed to enhance courses of instruction; and

WHEREAS LESSEE initiates, conducts and provides rehabilitation and programs for the mentally handicapped; and

WHEREAS these rehabilitation programs are provided for both children and adults; and

WHEREAS the LESSOR has certain facilities uniquely suited to the purposes and functions of LESSEE; and

WHEREAS the parties hereto are desirous of associating to the extent that the LESSOR shall lease to LESSEE with an option to purchase certain facilities at the COLLEGE and LESSEE shall pay for said facilities as provided herein; and

WHEREAS the co-signators hereto are duly authorized by their respective institutions to execute this agreement;

WITNESSETH:

That in consideration of the covenants and agreements hereinafter stated to be kept and performed by the parties hereto, the LESSOR does hereby demise and lease unto LESSEE the premises known and described in addenda attached and made a part hereof and marked Exhibit "A", it being understood and agreed by and between the parties that further addenda for the lease of additional space and/or facilities may be negotiated by the parties hereto, from time to time, such addenda thus becoming subject to all the covenants and conditions of this Agreement. Said premises is

leased and subject to all the items herein and LESSEE is to have and to hold the same also upon the specific terms designated herein.

In consideration of said demise, LESSEE covenants and agrees with the LESSOR as follows:

1. To pay as rent for said premises, for the period from July 1, 1975 to October 31, 1975 the sum of \$6,000.00 payable monthly on the first day of each month the sum of \$1,500.00; and to pay as rent for the same premises for the period from November 1, 1975 to October 31, 1988 the sum of \$75,000.00 per year payable monthly on the first day of each month the sum of \$6,250.00. All payments are to be made at the administration office of NORTH CENTRAL COLLEGE, Naperville, Illinois, or at such place as the LESSOR may from time to time designate.
2. LESSEE agrees that they accept total responsibility for all maintenance, repair and replacement on the premises, and that the LESSOR has no responsibility therefor.
3. The LESSOR herewith grants to LESSEE an option to purchase all of the property, equipment and facilities, as described in Exhibit "A" attached hereto, at any time during the period of this lease agreement, as hereinbefore stated, for a total sum of Six Hundred Fifty Thousand Dollars (\$650,000.00) on terms and conditions set forth in Exhibit "X", the Real Estate Sales Contract, attached hereto and made a part hereof. The purchase price shall be Six Hundred Fifty Thousand Dollars (\$650,000.00) on or before November 1, 1975 and then after that date the purchase price shall be the amount as shown as "Balance of Loan" on Exhibit "B", reduced prorata each month by receipt of payment thereunder during the term of this lease, said Exhibit "B" being attached hereto and made a part hereof. Said option shall be exercised by LESSEE giving LESSOR 10 days written notice of LESSEE'S intent to exercise said option and by LESSEE executing the Real Estate Sales Contract attached hereto as Exhibit "X".

Upon the exercise of said option and the execution of Exhibit "X" by LESSEE, the LESSOR shall execute Exhibit "X" and the parties shall close the sale of the subject property within 60 days thereof in accordance with the terms of the executed contract, a copy being attached hereto marked Exhibit "X" and made a part hereof.

4. LESSEE shall use and occupy said premises for the legal purposes of their Corporate business or affiliated businesses.
5. LESSEE has examined and knows the condition of the premises and hereby accepts same in its present order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by LESSOR, or his agent, prior to or at the execution of this lease that are not herein expressed; LESSEE will keep the premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at LESSEE'S expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the premises; and upon the termination of this lease, in any way, will yield up the premises to LESSOR, in good condition and repair, loss by fire and ordinary wear excepted. LESSEE shall have the right during the lease term to make physical alterations to the property and grounds as are necessary to the conduct of their business. LESSEE will not permit any mechanics lien or liens to be placed on the said premises during the term hereof and in case of the filing of any such lien, LESSEE shall promptly pay same. If default in payment thereof continues for thirty days after written notice thereof from LESSOR to LESSEE, LESSOR shall have the right, at LESSOR'S option, of paying same without inquiry as to the validity thereof. Any amount so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from LESSEE to LESSOR and shall be repaid to LESSOR immediately on rendition of a bill therefor.
6. LESSEE shall not assign this Agreement or any interest hereunder but may sublet said premises or any part thereof to any party who, at the judgment of LESSOR, will conduct their affairs in a manner not contrary to the aims, purposes and valued reputation of LESSEE and LESSOR. Further, said sublessees shall be financially stable, and the LESSEE shall remain responsible for all rents due hereunder.
7. LESSOR shall not be liable to LESSEE for any damage or injury to it or its property occasioned by the failure of LESSOR to keep the premises in repair, and

shall not be liable for any injury done or occasioned by including but not limited to, wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of LESSEE, nor for any such damage or injury occasioned by including but not limited to water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of LESSOR'S agents or LESSOR itself, all claims against LESSOR for any such damage or injury being hereby expressly waived by LESSEE.

8. During the term of this lease, LESSEE shall be solely responsible for all maintenance and repairs to and of the premises, and further solely responsible for all utility costs and expenses and for all taxes, charges, costs or expenses to which the premises are obligated, including but not limited to real estate taxes, personal property taxes, special assessments, or special taxes or charges. Further, LESSEE will pay, in addition to the rent above specified all water rents, gas and electric light and power bills taxed, levied or charged on the premises, for and during the time for which this lease is granted, and in case said water rents, and bills for gas, electric light and power shall not be paid when due, LESSOR shall have the right to pay the same, which amounts so paid are declared to be so much additional rent and payable with the installment of rent next due thereafter.
9. The parties hereto do hereby each release and discharge the other, their members, staff, associates, successors and assigns from all debts, claims, demands, damages, causes of action, whatsoever either of them or their members, staff or

associates now have or may hereafter have including all claims, demands, damages, or causes of action which have or may arise out of injuries known or unknown sustained by either party, its members, staff, business invitees, guests or associates by reason of the use of any facility or piece of equipment by one which belongs to the other and which is located on the LESSOR'S campus in Naperville, Illinois.

10. Notwithstanding the immediately previous paragraph, LESSEE agrees to indemnify and save and hold harmless the LESSOR from and against all claims, suits, damages, costs, losses, and expenses in any manner resulting from contracting with LESSEE or arising out of the use of the LESSOR'S property or equipment by LESSEE, its members, staff, associates, business invitees, patrons, guests, students, assigns or sublessees.
11. LESSEE agrees to purchase and to keep in effect during the term of this lease a liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence and \$300,000.00 per person, and a comprehensive fire and damage insurance policy in the amount of \$500,000.00, and an umbrella policy covering risks of death and injury in any single occurrence in the amount of at least \$1,000,000. Said policies shall name the LESSOR as an additional insured in the loss-payable clause thereunder, and a copy of same shall be given to the LESSOR. Said policies shall (1) be issued by companies approved by LESSOR and (2) provide LESSOR with 30 days written notice prior to the company being able to cancel said policy or policies.
12. In addition to the other rights of LESSOR herein, LESSOR at its option, may terminate this lease or any extension thereof upon the occurrence of the following:
 - (a) LESSEE shall default in the payment of any installment of rent or other sum herein specified to be paid by LESSEE and such default shall continue for thirty (30) days after notice thereof is given to LESSEE by LESSOR, or
 - (b) LESSEE shall default in the observance or performance of any of LESSEE'S other covenants, agreements or obligations hereunder, and, within 30 days after LESSOR shall have given written notice to LESSEE specifying such default, LESSEE shall have failed to cure such default, or

(c) Without further possibility of appeal or review:

- (i) LESSEE is adjudicated as bankrupt or insolvent, or
- (ii) A receiver is appointed for all or substantially all of LESSEE'S business or assets on the ground of LESSEE'S insolvency, or
- (iii) LESSEE shall make a general assignment for the benefit of its creditors, or
- (iv) A similar creditor's proceeding is initiated affecting LESSEE.

13. If any claims of this lease are determined by a court of competent jurisdiction to be invalid, such determination shall not affect any other clause not specifically encompassed within such determination.
14. LESSEE shall pay upon demand all LESSOR'S costs, charges and expenses, including fees of attorneys, agents and others retained by LESSOR, incurred in enforcing any of the obligations of LESSEE under this lease or in any litigation, negotiation or transaction in which LESSOR shall, without LESSOR'S fault, become involved through or on account of this lease.
15. It is understood and agreed by the parties hereto that LESSOR is leasing only that part of the subject property to which LESSOR has the possessory right, and further that this lease is specifically subject to any and all other written or verbal leases, covenants, conditions and restrictions of record; private, public and utility easements and roads and highways; existing tenancies; general obligation bonds, mortgages or trust deeds, if any.
16. Both parties agree and acknowledge that the terms and conditions as stated herein, and augmented by addenda hereto, are all of the agreements between the parties, either written or implied, and that all previous agreements, if any, written or verbal, are null and void with the signing of this document.
17. LESSEE has the possessory right to all the real estate, fixtures and improvements located on or in connection with the property described in Exhibit "A" except for the following:
 - (a) All coin-operated washing machines and dryers,
 - (b) First floor of Kroehler North until June 13, 1977, and
 - (c) Second floor of Kroehler North until December 1, 1975.

In connection with the above referred to first floor and second floor of Kroehler properties, LESSEE will grant reasonable access thereto and provide heat, water, sewer, electricity and telephone utilities thereto and all maintenance other than cleaning, and in return therefor LESSOR will pay LESSEE seventy-five percent of the rentals charged by LESSOR for the use of said first and second floors. In the event the contract herein is exercised, the purchase shall be subject to the terms of this paragraph. LESSOR can waive its rights under this Agreement at any time.

LITTLE FRIENDS - SHELTERED WORKSHOP, INC.

NORTH CENTRAL COLLEGE

By: *Clifford K. Kroll III*
President

By: *Arlo L. Schilling*
President

Attest: *Doris R. Neman*
Secretary

Attest: *John K. G. Bobbitt*
Secretary

S E A L

S E A L



January 24, 1977

Mr. Ned L. Wall, Administrator
DuPage County Community Development Commission
DuPage Center
421 N. County Farm Road
Wheaton, IL 60187

SUBJECT: Resubmission of Application of Little Friends, Inc.

Dear Mr. Wall:

On January 17, 1977, the Naperville City Council authorized the City staff to amend the original CDBG application of Little Friends, Inc. from the acquisition of a community living facility to acquisition of Little Friends School and the Kroehler Mansion. Both of these facilities may be described as "handicapped centers" affording training and rehabilitation opportunities for clients on the property premises. We believe such a revision will bring the project application in conformance with the interim rules published in the October 4, 1976, Federal Register.

In addition, the City Council re-affirmed the City's intent to sponsor Little Friends, Inc. in this application thereby assuming the responsibilities and obligations for the administration of the grant. The City Council further indicated its willingness to own the property and lease it to Little Friends until such time as a conveyance of the property title can be effected in accordance with HUD regulations.

It is our hope that this amended application can be scheduled for review by the Citizens Advisory Committee as soon as possible. The City of Naperville regards this project as one of significant import which will directly benefit handicapped population of this community.

Very truly yours,

C. William Norman
City Manager
CWN/KB/dg

cc: Mayor and Councilmen
Jack Ryan, Little Friends, Inc.
Kurt Bressner

Application for Community Development Grant
Third Program Year Beginning September 1, 1977

Submitted to
The Du Page Community Development Commission
421 N. County Farm Road, Wheaton, Illinois, 60187

Applicant: Little Friends, Inc./City of Naperville

Project Name: Handicapped Center Acquisition

Location: 126 N. Wright Street and 619 E. Franklin, Naperville
(Census Tract 8461)

For Use By CD Office:

Application
No. _____

Endorsed By: _____

Amount Requested

Date Received

- \$ _____

I Applicant Information

Name of Applicant: Little Friends, Inc., City of Naperville
Address: 619 E. Franklin Avenue 175 W. Jackson
Contact Person: Jack Ryan C. William Norman
Title: Executive Director City Manager
Telephone No.: 355-6533 420-6041

Location of Project or Activity:

Franklin The proposed acquisition site is located at 126N. Wright Street and 619 E.
in Naperville. (see map A)

Check appropriate box

- ☒ The site is within municipal corporate limits
☐ The site is in an unincorporated area under municipal planning jurisdiction
☐ The site is in an unincorporated area not under municipal planning jurisdiction

Endorsements (See criteria)

- ☐ not required
☒ name of Government ^{sponsoring} ~~endorsing~~ application

City of Naperville

^{sponsoring}
Date of ~~Endorsement~~ December 20, 1976

(attach evidence of endorsement) Exhibit I

The applicant named above requests a CD Grant in the amount of \$ 298,840 to be used for purposes described in this application.

Signature: C. William Norman Date: 12-30-76

Title CITY MANAGER

Kurt Bressner 12/27/76
Revised 1/17/77

II Project Description

It is proposed that Little Friends, Inc., a private non-profit corporation, acquire parcels of property known as Kroehler South Dormitory (Little Friends School), 619 E. Franklin and the Kroehler Mansion, 126 N. Wright, from North Central College for use as a center for the handicapped. Such an acquisition would be under the sponsorship of the City of Naperville. The Handicapped Center will serve developmentally disabled children and emotionally disturbed individuals. (Please see Map A for project location).

The Handicapped Center operated by Little Friends, Incorporated is part of a comprehensive special education program aimed at handicapped individuals. The agency is faced with a financial crisis which will affect the viability of all its programs. Currently, Little Friends receives funding for operational purposes from a variety of sources including the following:

1. State - Department of Mental Health/Division of Vocation Rehabilitation
2. United Fund
3. Sub-contract income from the Sheltered Work Shop

With the above revenue, the agency still is faced with an approximate deficit of \$1,000, per year per client. There are currently 220 clients served by the agency on a daily basis. This deficit must be met by voluntary contributions other than those shown above. The State allocation of vocational rehabilitation assistance to the agency has not changed in three years and DMH grants have been raised only as an adjustment for inflation. In short, the agency is faced with a diminishing revenue source which will affect the quality of programs.

For the past two years the City of Naperville has cooperated with Little Friends, Inc. to apply for Community Development Funds. Both years, the application received the highest ranking of projects submitted to the DuPage County Community Development Commission. In the 1975-76 entitlement year, the project was rejected by HUD on technical administrative grounds and the grant funds were re-allocated for use in other portions of the County. In the 1976-77 entitlement year, the proposed project was again rejected by HUD despite an appeal to the Washington office. The basic opinion of HUD was that handicapped centers, sheltered workshops, etc., were ineligible activities. On October 4, 1976, HUD released new proposed eligibility standards which, in our view, will make the subject project eligible for funding. Those regulations are attached as "Exhibit II".

Little Friends School and The Mansion are licensed by Children and Family Services, and approved by both the Illinois Office of Education and the Illinois Department of Mental Health.

Little Friends School serves approximately 90 mentally retarded or emotionally disturbed children in three separate programs. These are:

1. Parent-Infant Program which serves developmentally disabled infants between the ages of 0-3 providing instruction in self-help, sensorimotor, social and language skills.

2. The Developmentally Disabled Program offers a school curriculum supplemented with instruction in self-help, motor and communication skills for physically handicapped and mentally retarded children between the ages of 3-16. Within this program is a more highly specialized program - one of the few in DuPage County - aimed at treating autistic children.
3. The Therapeutic Program is provided to serve emotionally disturbed children between the ages of 3-14. Therapeutic activities are offered along with academic programs which are designed to help the child return to the public school as quickly as possible.

The Mansion was begun by Little Friends, Inc. in April of 1975, to serve emotionally disturbed teenagers which the public schools could not program for. Currently, 30 students are involved on a daily basis. Certified teachers offer an academic program designed to help remediate deficiencies and trained group leaders provide a therapeutic process to help the students cope with their problems and learn to accept responsibility for their actions.

Both The Mansion and Little Friends School have had considerable success in preparing students for return to the more normalized atmosphere of the public schools and have thus developed a reputation for the provision of effective service to the handicapped children of the community.

The proposed project activity consists of an existing institutional structure for use as a handicapped center. Community Development Block Grant Funds are being requested for the acquisition of the facility only. Costs incurred renovating the structure for use as a handicapped center will be borne by Little Friends, Inc.

Such an acquisition, if funded, will have a very positive impact on the quality and quantity of Little Friend's programs because scarce local funds will be freed for program activities. These benefits are itemized in the next section of this application. The proposed project is an eligible activity under the Housing and Community Development Act of 1974 as amended. Interim rules on eligible activities published in the Federal Register on October 4, 1976 amended section 570.200 of Title I to include centers for the handicapped as an eligible activity. (Please see Exhibit II) The City of Naperville, in sponsoring this application, is cognizant that the direct receipt of community development funds to a private non-profit organization is not possible under current rules and regulation. The City of Naperville does, however, believe the services offered to the community by Little Friends, Inc. are of significant impact and cannot be readily provided by a governmental agency. In view of this, the City of Naperville has elected to sponsor Little Friends, Inc. in this project application in accordance with section 3.1 of the "Policies on Funding Criteria" adopted by the DCDC on October 27, 1976. The project would be administered by Little Friends, Inc. in cooperation with the City of Naperville.

Little Friends, Inc. is the administrative agency governing the operation of the community living facility. The Board of Directors of Little Friends, Inc. are responsible for development of policy, while the Executive Director has general responsibility for the operation of the facility.

III Anticipated Benefits of the Project

- A. Public schools refer children to Little Friends School and The Mansion because they do not have the programs needed to adequately serve these children. Because of the services provided by Little Friends, Inc. these children can remain in the community and receive the specialized attention necessary to help them function at the highest level possible. Without the availability of such programs, children would be excluded from the possibility of receiving essential assistance, would be placed in inappropriate or inadequate public school classes, or would be forced to seek such programs outside of a reasonable geographical location. Too frequently this latter possibility is unavailable to those of limited financial means.
- B. Benefits extended to other communities. These programs are available and extend the same benefits to communities other than Naperville. At the present time there are students from Lisle, Downers Grove, West Chicago, Woodridge, Glen Ellyn, Villa Park, Lombard, Westmont, Darien, Elmhurst, and Addison participating in Little Friends School and The Mansion.
- C. Currently, Little Friends, Inc. has a lease with the option to purchase the buildings housing Little Friends School and The Mansion from North Central College. The annual cost to the agency for such a lease is approximately \$34,000 a year. If this amount were freed through purchase of the buildings from a Community Development Block grant, it could be expended in the following ways:

1. Restoration of professional positions.	\$13,200
These positions include psychiatric and psychological consultants, an academic teacher, and a part time speech therapist, and a part time social worker. These positions were eliminated or reduced in December, 1976, to help the agency reduce the operational deficits it was incurring.	
2. Major repairs and improvements.	\$15,000
The heating system of both the Little Friends School and The Mansion require extensive repair. In addition, electrical rewiring and gutter repairs are needed.	
3. Educational materials including textbooks, workbooks, arts and crafts materials, and audio-visual equipment (movie projectors, etc.)	\$ 2,000
4. Additional part time staff to enrich current program- (e.g., independent living skills teacher, music teacher, additional physical therapist time)	\$ 3,800
TOTAL	\$34,000

The net result of such a re-allocation of funds is the intensification of improvement of services to the principal client of Little Friends: the handicapped individual. A secondary benefit also emerges from the funding of the proposed property acquisition. The property owner of Kroehler North Dormitory is North Central College. The funding of the acquisition would also provide a small liberal arts college with a means to improve its services to students and to the Naperville community.

D. Benefits to the people of the community.

1. Lower income population

While some of the students in our program come from low income families, the program is not specifically or exclusively designed for the lower income population. Instead, it is aimed to serve those who are handicapped, regardless of income level.

2. Because of the educational nature of the program, the elderly population is not served in these programs.

3. Handicapped population

As previously noted, the entire population of these programs are handicapped individuals who are unable to be served in existing public school programs. The children served have handicaps which include physical disabilities, mental retardation, autism, or mental illness.

The need for these programs and their value to the community is underlined by the continued demand for service. In Little Friends School, for example, the population of the 3 to 16 age group has expanded from 58 in September to 70 in January. A waiting list was then started but because of the limited financial resources of the agency, additional referrals had to be discouraged.

E. Contribution to the prevention or elimination of blight

The proposed acquisition site was originally designed and built as a residential dormitory for college students. Utilization of the property as a center for the handicapped would continue its function as designed. Such utilization is the highest and best use of the structure. It should be noted the building had been on the market for approximately five years without another suitable buyer being found. An abandoned structure of this size is detrimental to the neighborhood and the community.

F. Normal sources of funding, such as the Department of Mental Health and the Illinois Office of Education have been unable to increase their financial support to any significant extent. A continuation of this trend without relief from other sources, would result in continued staff and program cutbacks which would in turn result in lower quality programs capable of serving fewer handicapped children. Community Development

funds are a potential alternative source of funds which could reverse this disturbing trend.

- IV. The operation of both Little Friends School and The Mansion are funded by the Illinois Department of Mental Health and are an essential part of a network of services designed to serve the handicapped in Southern DuPage County. While there are no formalized statements indicating how Little Friends, Inc. is incorporated in the plan of local school districts or cooperatives, the number of referrals indicate that Little Friends, Inc. is essential to them in providing services that are unavailable within their own system. CDBG assistance in the acquisition of the handicapped center will have demonstratively positive effects on services to the handicapped in this community.

IV Explain how the activity is consistent with applicable local, County, and regional plans.

The proposed activity is consistent with a City goal to maintain a high quality of educational facilities and programs and to afford access of these facilities to all persons. The Northeastern Illinois Planning Commission in formulating a regional general plan has identified a goal and objective which is applicable to this activity:

GOAL: Access for all to the cultural, social, and economic resources of the region without regard to race, creed, national origin, sex, age, or physical state of health.

OBJECTIVE: Reduce the disparities in the quality of education, transportation, recreation, health care, and other services essential to family and personal development.

The applicant regards the proposed activity as having the potential of partially fulfilling the above goals in the local context.

V Is this activity eligible for funding from any other Federal or state source? If so, indicate the source and program. Have you applied for such funds? If so, what is the status of that application?

None to the best of applicant's knowledge.

Please see Section II of this application for information on operational funding of Little Friends, Inc.

VI Financial Budget

1. Financial

- A. property appraisal conducted by Walter R. Kuehnle and Company in October, 1973, identified the value of the proposed activity site as follows:

1. Kroehler South Dormitory (Little Friends School)	\$241,000
2. Kroehler Mansion	25,000
TOTAL	<u>\$266,000</u>

Little Friends, Inc. has a lease/purchase contract for the above two buildings and an additional dormitory which is used as a community living facility. The appraisal was conducted for North Central College when the property was first placed on the market. It should be stressed the figures contained in the appraisal are being used for budgetary purposes only. Applying an 8% a year inflation factor to the appraised value of the parcel, it is estimated the 1977 value of the acquisition site is \$329,840. The amount paid to date by Little Friends, Inc. on its lease contract is approximately \$34,000. This amount should be deducted from the property value, leaving a total of \$295,840 requested for CDBG funding. Given the limited funds available to the County for Community Development purposes,

the applicant is not opposed to an acquisition phased over a two year period. Such a decision is left up to the discretion of the Citizen's Advisory Committee and the DuPage Community Development Commission.

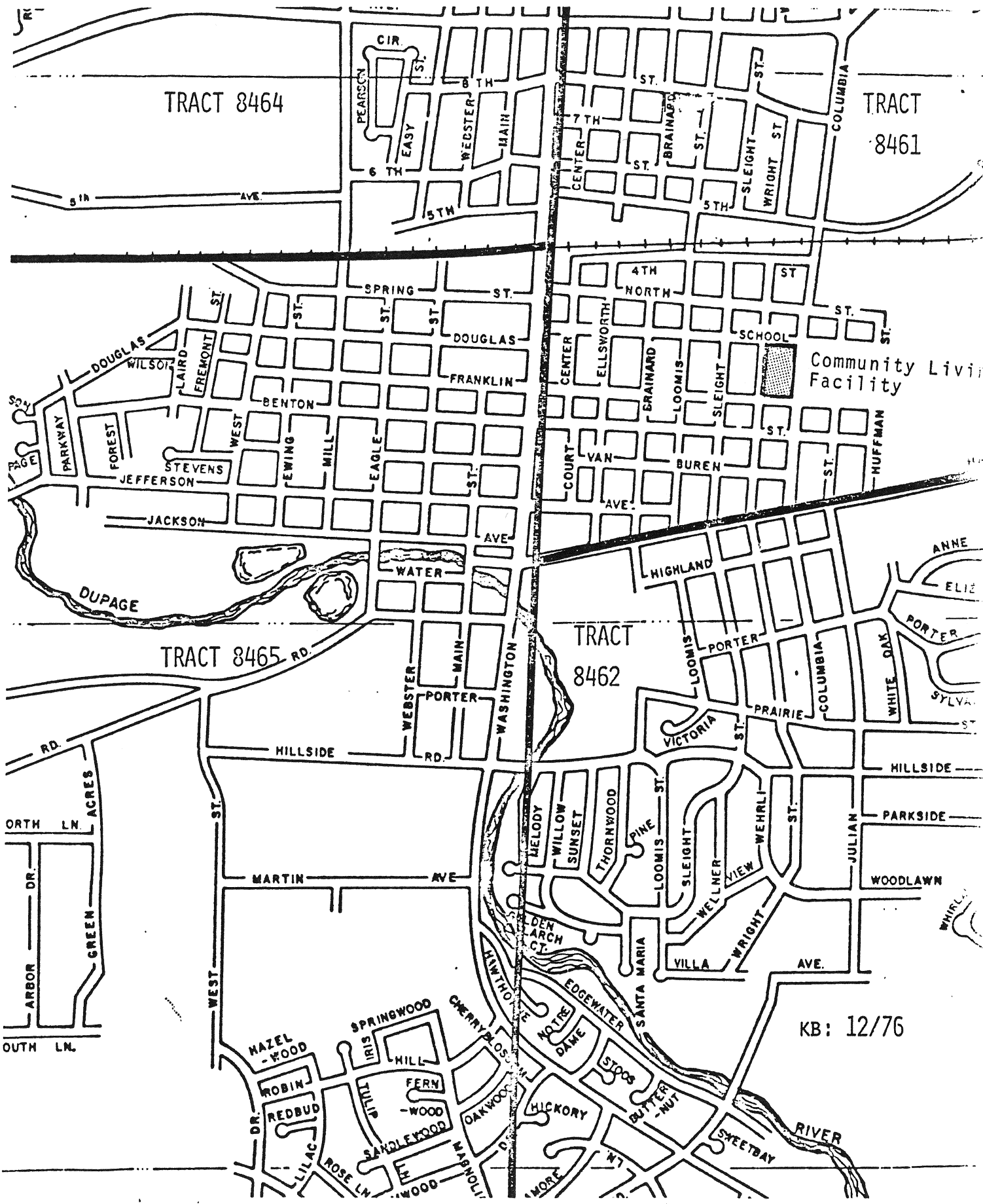
2. Budget

Total CD grant requested	\$298,840
--------------------------	-----------

Breakdown:

Construction Costs	-0-
Engineering and design	-0-
Land Acquisition	\$295,840
Appraisal and related costs	3,000
Rehabilitation of property	-0-
Other (specify)	-0-

MAPS AND EXHIBITS



MEMORANDUM

EXHIBIT I

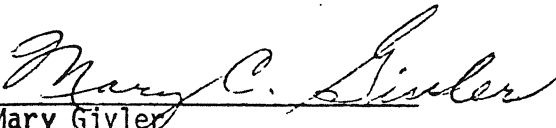
DATE: December 28, 1976.
TO: Kurt Bressner
FROM: CITY CLERK
SUBJECT: City Council Authorization for three applications for the Housing and Community Development Act of 1974.

On December 20, 1976, the City Council authorized the City Staff to apply to the DuPage County Community Development Commission for the possible funding of three projects under the Housing and Community Development Act of 1974. The three projects ranked in order of City Council preference were:

1. Little Friends, Inc./City of Naperville Community Living Facility Acquisition.
2. Housing Study and Housing Rehabilitation Work.
3. Phase II - Ogden Highlands Sanitary Sewer Extension.

Because Little Friends, Inc. is a private non-profit organization, not eligible to apply directly to the DCDC for funding, the City Council authorized City sponsorship of this application.

By


Mary Givler
City Clerk
MG/cs

cc: Council Agenda Follow-up
C. William Norman
Jack Ryan, Little Friends, Inc.

MEMORANDUM

DATE: January 21, 1977

TO: Kurt Bressner

FROM: CITY CLERK

SUBJECT: City Council Authorization to Amend the City's Application
for Community Development Funds - Little Friends Handicapped Center.

On January 17, 1977 the City Council authorized City Staff to amend its application to the DuPage County Community Development Commission dated 12/27/76 for the purposes of changing the proposed activity from the acquisition of a Community Living Facility for Little Friends, Inc. to the acquisition of Little Friends School and the mansion for use as a handicapped center.

In making this authorization the City Council reiterated its offer of sponsoring Little Friends Incorporated for purposes of this application.

By Mary C. Givler
Mary C. Givler
City Clerk
MCG/el

cc: Council Agenda Follow-up
City Manager

MEMORANDUM

DATE: January 21, 1977

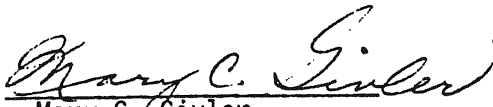
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By 
Mary C. Givler
City Clerk
MCG/el

cc: Council Agenda Follow-up
City Manager

Title 24—Housing and Urban Development
CHAPTER V—OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. R-76-292]

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

Eligible Activities; Interim Regulations

On January 19, 1976, the Department of Housing and Urban Development (HUD) published in the FEDERAL REGISTER (41 FR 2766) revised regulations containing rules for determining the eligibility of activities to be carried out under the community development block grant program under Title I of the Housing and Community Development Act of 1974. These appear as 24 CFR Part 570, Subpart C of the regulations and contain rules for determining the eligibility of activities for assistance under this Part.

Section 15(b) of the Housing Authorization Act of 1976 (Pub. L. 94-375) which was effective on August 3, 1976, contained an amendment to Paragraph (2) of Section 105(a) of the Housing and Community Development Act of 1974, to include centers for the handicapped among those activities eligible for assistance under the community development block grant program.

Accordingly, notice is hereby given that HUD is revising Subpart C to incorporate amendments authorized by the Housing Authorization Act of 1976. The significant changes are discussed below:

1. A new paragraph (a)(2)(xii) is being added to § 570.200 to indicate that centers for the handicapped are included among the list of publicly owned facilities eligible for assistance under this Part.

2. Paragraph (a)(3) of § 570.201 is being amended to delete the example of a sheltered workshop as a prohibited com-

munitywide facility. A sheltered workshop, as a part of a public center for the handicapped, is eligible for assistance and no longer subject to the prohibition against certain communitywide facilities which are not eligible for assistance under this Part.

3. Paragraph (a)(6) of § 570.201 is being amended to add centers for the handicapped to the examples of neighborhood facilities and senior centers which provide health services which are exempted from the general exclusion of medical facilities from assistance under this Part.

Interested parties are encouraged to submit written comments, views or data concerning the amended regulations promulgated hereby. Comments are explicitly requested on whether the terms "centers for the handicapped" and/or "handicapped" should be further defined for the purpose of the community development block grant program. Further, commenters favoring expanded definition of these two terms are requested to submit proposed definitions for consideration by HUD. All such materials should refer to the Docket Number, Date of publication, and filed with the Office of the Rules Docket Clerk, Room 10141, Department of Housing and Urban Development, 451 Seventh Street, S.W., Washington, DC 20410.

All relevant material received on or before December 31, 1976, will be considered before adoption of final rules. Copies of comments will be available for examination during business hours at the above address.

In connection with the environmental review of the interim amendments to the regulations, a Finding of Inapplicability has been made under HUD Handbook 1390.1 (38 FR 19182). A copy of the Finding is available for inspection in the Office of the Rules Docket Clerk, Room 10141, Department of Housing and Urban Development, 451 7th Street, S.W., Washington, D.C.

NOTE.—It is hereby certified that the economic and inflationary impacts of these amendments have been carefully evaluated in accordance with OMB Circular A-107.

(Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.); sec. 15(b) of the Housing Authorization Act of 1976 (Pub. L. 94-375); and sec. 7(d) of the Dept. of HUD Act (42 U.S.C. 3535(d)).)

In consideration of the foregoing, 24 CFR Part 570 is amended as follows:

1. By revising § 570.200(a)(2)(xii) as follows:

§ 570.200 Eligible activities.

(a) * * *

(2) * * *

(xii) Centers for the handicapped.

2. By amending § 570.201(a)(3) and (6) as follows:

§ 570.201 Ineligible activities.

(a) * * *

(3) Any facility whose service is communitywide, or whose function is by its nature communitywide, unless it serves the entire community of under 10,000 population or is expressly authorized other than a neighborhood facility by § 570.200(a)(2). Examples of facilities which would ordinarily be considered as being community wide are central social service facilities, group homes, and halfway houses.

(6) Hospitals, nursing homes, and other medical facilities, but excluding a neighborhood facility, senior center, or center for the handicapped which provides health services; and

Effective date: These amendments shall be effective on October 4, 1976.

WARREN H. BUTLER,
*Deputy Assistant Secretary for
 Community Planning and De-
 velopment.*

[FR Doc. 76-28962 Filed 10-1-76; 8:45 am]

EXHIBIT II

WALTER R. KUEHNLE & COMPANY

Real Estate Appraisers & Consultants

22 WEST MONROE STREET

CHICAGO, ILLINOIS 60603

DEARBORN 2-4000

October 26, 1973

North Central College
Naperville, Illinois 60540

Attention: Mr. John K. A. Bobbitt
Vice President for Business Affairs

Gentlemen:

In accordance with your request of August 20, 1973, we have made an appraisal of your dormitory facility, described herein, and known as "The Kroehler Complex," in the City of Naperville, Illinois.

The dimensions and a description of this property are contained in the following pages of this report.

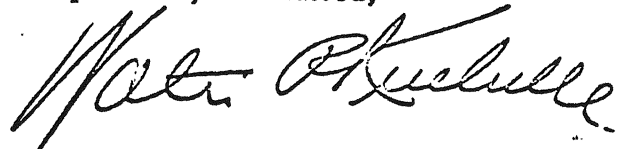
As a result of our appraisal we are of the opinion that the market value of the real estate as of the present date is

Eight Hundred Forty Thousand Dollars

A discussion of the data supporting our conclusions is contained in the following pages of this report.

I, the undersigned, do hereby certify that to the best of my knowledge and belief the statements and opinions contained in this appraisal, subject to the limiting conditions herein set forth, are correct.

Respectfully submitted,



Walter R. Kuehnle, M. A. I.

Lounge (Building No. 6)

This is an indoor passageway between the present Women's Dormitory and the old Kroehler Residence. We have valued it on the basis of replacement cost new, less an estimated physical depreciation and functional lack of utility:

424 sq. ft. @ \$26 = \$11,024

Say \$ 11,000

Less:

Physical and functional depreciation - 40%

Depreciated value (\$11,000 x 60%)

\$ 6,600

Men's Dormitory - South (Building No. 1)

As discussed above, it is proposed to convert this building into a school for the mentally retarded, handicapped and emotionally disturbed children. A study of existing schools serving this purpose indicates the nature of facilities required (see Addenda A-5 for layout of Logan School in South Bend, Indiana as an example). Conversion to such is a potential for this dormitory.

As outlined in the valuation of the North Dormitory above, the present value of the existing dormitory building may be estimated as the difference between the value of the 25-year old dormitory (Addenda A-3-b) after remodelling and the cost of remodelling to serve this new use (Addenda A-4-c).

Again, the value of the dormitory after remodelling for this use may be estimated as the cost of constructing a new facility of similar area, after a deduction for existing physical deterioration and incurable functional lack of utility in the remodelled building (compared with a newly-constructed facility), e.g. three stories instead of one story, size of classrooms, and floor plan. The value of the existing dormitory may be estimated as the difference between this estimated depreciated value of the remodelled facility and the estimated cost of remodelling. We have therefore computed the value of the existing South Dormitory building after remodelling as follows:

Existing Dormitory (South)

3 floors (1st to 3rd floors)

21,586 sq. ft. *

Proposed area to be added
in remodelling

3,414

Replacement cost new of the
existing facility remodelled
in the manner proposed**

25,000 sq. ft. @ \$35* = \$875,000

Less:

Physical deterioration

15%

Functional lack of utility

20

Total depreciation

40%

Depreciated value (\$875,000 x 60%)

\$525,000

Less estimated cost of remodelling
to serve the described use

284,000

Estimated value of the existing
Men's Dormitory - South

\$241,000

Old Kroehler Residence (Building No. 5)

This residence is currently used as lounging area on the first floor and has been remodelled to office use on the second floor. As it is an integral part of the present existing dormitory facilities and is presently used as an office facility for the Phillips Research Foundation, we have valued it on the basis of the first and second floor area and replacement cost new of the remodelled North Dormitory, less 85 per cent depreciation, as follows:

*Existing building also has 1,800 square feet in the basement and 3,597 square feet of fourth floor storage area.

**Current replacement cost of modern two-story facility.

WALTER R. KUEHNLE & COMPANY

1st and 2nd floor area
 5,134 sq. ft. @ \$33 = \$169,422

Less:
 Total physical and functional
 depreciation 85%

Depreciated value (\$169,422 x 15%) \$ 25,413

Say \$ 25,000

Corridor (Building No. 4)

Passageway from old Kroehler Residence to dining hall. As this is an integral part of the indoor connection between existing facilities, we have valued it on the basis of replacement cost new less estimated physical deterioration and functional lack of utility:

414 sq. ft. @ \$26 = \$10,764 Say \$ 11,000

Less:
 Physical and functional
 depreciation 40%

Depreciated value (\$11,000 x 60%) \$ 6,600

Dining Hall (Building No. 3)

As noted above, it is proposed to use this dining hall jointly as such in connection with the above-described new uses of the North and South Dormitories. Accordingly, we have valued the dining hall as part of the whole at its replacement cost new less our estimate of physical depreciation and functional obsolescence, as follows:

5,194 sq. ft. * @ \$20** = \$103,880

Less:
 Physical deterioration and
 functional lack of utility 50%

Estimated depreciated value of existing dining hall
 (\$103,880 x 50%) \$ 51,940

Say \$ 52,000

*First floor area price also includes prorated 1,692 square feet in basement.
 **Not including dining hall equipment.

WALTER R. KUEHNLE & COMPANY



Naperville

May 22, 1978

Mr. John Bobbitt, Business Manager
North Central College
30 North Brainard Street
Naperville, IL 60540

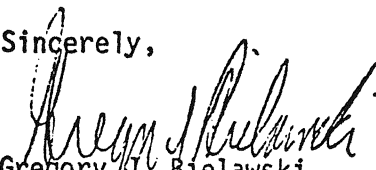
Dear Mr. Bobbitt:

The letter is to officially inform you that the City of Naperville intends to purchase the property described as Little Friends, Inc., at 619 East Franklin St. You are receiving this letter because title reports indicate that you are the owner or have a compensable interest for the above referenced property.

Enclosed is a "Land Acquisition Statement" which describes the process the City will use to acquire property. It includes the City's acquisition policies and procedures and your right under those procedures.

If you have any questions concerning this matter, please don't hesitate to call.

Sincerely,


Gregory J. Bielawski
City Manager Pro Tempore

GJB/jlw

LAND ACQUISITION STATEMENT

The City of Naperville intends to purchase a portion of the property commonly referred to as Little Friends, Inc. Specifically, the property is approximately 48,620 square feet upon which are located three buildings - Kroehler Mansion, a one story building and a three-story building. The purpose of the acquisition is for continued operation of Little Friends, Inc. at this site.

The City intends to acquire the property in accordance with the Laws of Illinois and the guidelines set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The objectives of these acquisition practices include:

1. Making every reasonable effort to acquire the land through negotiations.
2. Paying just compensation for all property acquired.
3. Assuring consistent treatment to all owners.
4. Minimizing litigation.

The City has retained a professional appraiser named Auble Appraisal Service to independently determine the value of your land. You or your representative have the right to accompany the appraiser during his inspection of the property. This appraisal will be reviewed by another competent appraiser to determine the amount of just compensation for the property. The City of Naperville will then make an offer to acquire the property for the full amount of just compensation. This offer will be made by our negotiator, Gregory J. Bielawski.

If you are not satisfied with the appraised fair market value you may refuse to accept it and if you can provide adequate evidence concerning value, the City will attempt to reach a voluntary price adjustment. If such agreement cannot be reached, the City of Naperville reserves its legal right to institute formal condemnation proceedings against the property. We hope this procedure will not be necessary.

In purchasing the property, it is understood that the City of Naperville will pay costs of title search and assurance of property and other expenses incidental to conveying the property to the City of Naperville. All outstanding loans and liens on the property must be satisfied prior to or at the time of settlement.



Naperville

May 24, 1978

MAY 24 1978

Mr. John Bobbitt, Business Manager
North Central College
30 North Brainard Street
Naperville, IL 60540

Dear Mr. Bobbitt:

As a follow-up to our recent statement giving notice of intent to acquire, the City of Naperville, Illinois hereby submits an offer of \$284,000 for the following described property:

The South 260.10 feet of the East 187.00 feet as measured on the East and South lines, of Block 2 in Kroehler's Addition to Naperville being a subdivision in Section 18, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

Title reports indicate that North Central College is the owner of the above described property. The City is required to initially offer, without bargaining, the full amount considered to be just compensation for the property. The offer cannot be changed unless you can provide evidence that warrants an adjustment in price.

This amount will be paid to you upon receipt of a warranty deed executed by you to the City of Naperville and evidence of clear merchantable title free and clear of all liens and encumbrances up to and including the date of said warranty deed. You are expected to pay all real estate taxes due and owing on said premises and prorated up to the date of said warranty deed. The City of Naperville will assume payment of any required title policies or recording fees involved in closing this transaction.

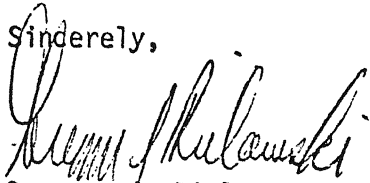
You may accept this offer by signing one of the copies of this letter in the space provided herein and returning said executed copy to my office by June 12, 1978. I would appreciate your immediate consideration of this offer and prompt notification regarding the acceptability of the quoted purchase price.

May 24 1978

Please contact me if you have any questions regarding the statements in this offer. If a voluntary agreement cannot be reached in a time period of two weeks or by June 12, 1978, the City will institute a formal condemnation proceeding against the property.

Upon receipt of your acknowledged copy, we shall consider our contract to be final. Details on closing such as dates and other details will then be arranged.

Sincerely,



Gregory J. Bielawski
City Manager Pro Tempore
GJB/pb

FOR: North Central College

BY: _____

_____ Date

Deed #140

CITY CLERK'S OFFICE

MEMORANDUM

DATE: May 29, 1978
TO: City Manager Pro Tempore' Gregory J. Bielawski
FROM: CITY CLERK
SUBJECT: Resolution No. 78-9
Community Development Block Grant Program
Appraisal of Real Property (Little Friends)
Authorization to Purchase

This memorandum serves as your certification that, at their adjourned meeting of May 22, 1978, the Mayor and Councilmen acted as follows:

Adopted Resolution No. 78-9 (copy attached) which approves the appraisal of the real property for the Little Friends Community Development Block Grant Program and authorizes purchase.

We have received your letter to Mr. John Bobbitt, Business Manager of North Central College, submitting this offer of \$284,000 for the property.

The above action was in accordance with _____
recommendation outlined in the _____, dated _____,
addressed to: _____.

By *Patricia S. Melaun*
Patricia S. Melaun, Deputy City Clerk

cc:
Council Agenda Follow-Up
City Manager
Deed File

RESOLUTION APPROVING APPRAISAL OF REAL PROPERTY FOR COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM, AND AUTHORIZING OFFER OF PURCHASE
TO BE MADE TO OWNER OF SAID REAL PROPERTY

WHEREAS, the City of Naperville is desirous of obtaining funds pursuant to a certain Community Development Block Grant CD 78-4, and

WHEREAS, pursuant to the requirements of said grant, the City of Naperville retained Auble Appraisal Service to render an appraisal as to the value of the real property to be taken or damaged pursuant to said grant; and

WHEREAS, upon receipt of said appraisals, the City of Naperville retained Bruckner/Fitts and Associates, Inc. as a review appraiser; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, DuPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the appraisal of Auble Appraisal Service, as amended after the review appraisal, in the amount of \$284,000.00 be and is hereby approved for the following described property:

The South 260.10 feet of the East 187.00 feet as measured on the East and South lines, of Block 2 in Kroehler's Addition to Naperville being a subdivision in Section 18, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

SECTION 2: That Gregory J. Bielawski, City Manager pro tempore, be and is hereby authorized and directed to make an offer of purchase to the owner of the property described in Section 1 and for the amount therein set forth.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED this 22nd day of May, 1978.

AYES: Mayor Rybicki, Councilmen Buoy, Collen, Myers, and Newkirk.

NAYS: None.

ABSENT: None.

APPROVED THIS 23rd day of May, 1978.



ATTEST:

Patricia J. Melann
City Clerk (Acting)

Robert Rybicki
Mayor

*School +
Mansion*

*Appraisal Report
For*

MR. KURT BRESSNER
CITY OF NAPERVILLE
Property Located At:
Franklin & Wright Streets
Naperville, Illinois

flooring. There is a small basement under this section, with poured concrete floor, and heat furnished from the foregoing structure, with indicated 400 amp service provided to this structure. This building is in only fair condition.

(3) The Kroehler Residence

This building has been modified from its original three-story brick and wood residential function to office and meeting rooms on all three levels. This modification has substantially altered its use for anything than the current use.

The first floor consists of a hall and reception room, library, living room, entrance, with a natural fireplace in the living room. An entrance has been cut from the east wall into a corridor leading from the previous dining area. The library has been separated from the living area with a glass wall section, and at the north elevation of the first floor, an opening has been cut, but now closed, leading to the adjoining building. There is a 1/2 bath on the first floor level. The interior of this level appears to have suffered substantial deferred maintenance, and is in need of renovation.

The second floor consists of four bedrooms currently used as offices, a bath and dressing room off the largest office section, and a second bathroom with ceramic tile flooring.

The third floor consists of four rooms with 1½ tiled baths.

The heating consists of a gas-fired 150,000 BTU hot water boiler and the electrical consists of circuit breaker panel which appear to have been replaced in the last several years.

Generally, the exterior of the building is in fair condition and the interior as indicated heretofore in fair to poor condition needing substantial renovation.

EQUIPMENT:

There is no separate equipment described in this appraisal with all desks, office equipment and other material used in the function of this structure overall, is excluded from our analysis.

AMENDMENT TO AGREEMENT

This is the Amendment to the Agreement made the 30th day of June, 1975, by and between the LITTLE FRIENDS - SHELTERED WORKSHOP, INC., a not-for-profit corporation chartered under the laws of the State of Illinois, hereinafter referred to as "LESSEE", and NORTH CENTRAL COLLEGE, an Illinois institution of higher education, hereinafter referred to as the "LESSOR";

W I T N E S S E T H :

WHEREAS, the Agreement of June 30, 1975, was a lease from Lessor to Lessee covering property commonly known as the Kroehler Complex, legally described as Block 2 in Kroehler's Addition to Naperville, in Section 18, Township 38, Range 10, East of the Third Principal Meridian according to the Plat thereof recorded on May 14, 1906 as Document 87553, in DuPage County, Illinois. This includes all fixtures and improvements in connection with this real estate except certain washers and dryers elsewhere referred to; and

WHEREAS, the Lessee desires that a portion of this property be sold to the City of Naperville and that accordingly this said Agreement be amended to delete the property being sold to the City of Naperville; and

WHEREAS, Lessor desires to cooperate with Lessee in the sale of said property to the City of Naperville;

NOW THEREFORE, in consideration of the premises, ten dollars and other good and valuable considerations, it is mutually agreed as follows:

18. In the event of any conflict between the terms of this Amendment and the terms of the Agreement of June 30, 1975 containing paragraphs 1 through 17, inclusive, the terms and conditions of this Amendment shall control.

19. The parties agree to execute any and all documents necessary or required to convey the property being conveyed to the City of Naperville

pursuant to a separate agreement between the City of Naperville, Lessor and Lessee; said conveyance to be for the sum of Two Hundred Eighty Four Thousand Dollars (\$284,000.00)

20. Paragraph 1 of the Lease Agreement of June 30, 1975 is amended to provide that the last rental payment under the old amortization schedule will be July 10, 1978 for ten (10) days in July 1978 in the amount of Two Thousand Sixteen Dollars and Thirteen cents (\$2,016.13) plus Eight Hundred Seventy Three Dollars and Fourteen cents (\$873.14) of interest under the Amendment to the Agreement for the remaining twenty-one (21) days July, 1978. The payment beginning August 1, 1978, shall be in the amount of Two Thousand Eight Hundred Sixteen Dollars and Forty-Six cents (\$2,816.46), payable monthly on the first day of each and every month for a total of 110-months.

21. Paragraph 3 of the Lease Agreement of June 30, 1975, is hereby amended to show that after the payment of the Two Hundred Eighty Four Thousand Dollars (\$284,000.00) by the City of Naperville to Lessor that the principal balance due on July 10, 1978, of \$515,091.67 has been reduced to \$231,091.67, which shall be paid over the 110-month period, referred to above, in equal monthly payments.

22. The agreement of June 30, 1975, is also amended by deleting all references to property being conveyed to the City of Naperville.

23. The legal description referred to in the Agreement of June 30, 1975, as Exhibit A is hereby amended by deleting property described in "Exhibit I" attached hereto and made a part hereof.

24. Lessee Agrees to sign a Maintenance Agreement with Lessor covering the balance of the property not being conveyed to the City of Naperville, a copy of said Maintenance Agreement is attached hereto and made a part hereof as "Exhibit II".

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

10th day of July, 1978.

LITTLE FRIENDS - SHELTERED WORKSHOP,
INC., a not-for-profit corporation
of Illinois

BY:

Dennis M. Gorr

Attest:

Kathleen L. Kelly
Acting Secretary

NORTH CENTRAL COLLEGE, an Illinois
institution of higher education

BY:

David D. Surig
President

Attest:

Arla L. Hilling
Secretary

MAINTENANCE AGREEMENT

THIS AGREEMENT made between LITTLE FRIENDS - SHELTERED WORKSHOP, INC., a not-for-profit corporation chartered under the laws of the State of Illinois, hereinafter referred to as "LITTLE FRIENDS, INC."; NORTH CENTRAL COLLEGE, an Illinois institution of higher education, hereinafter referred to as "NORTH CENTRAL COLLEGE"; and the CITY OF NAPERVILLE, a municipal corporation of Illinois, hereinafter referred to as "CITY OF NAPERVILLE";

WITNESS THAT, NORTH CENTRAL COLLEGE is the present title holder and LITTLE FRIENDS, INC. is the present Lessee of all the premises located between Columbia, Wright, School and Franklin Streets in Naperville, Illinois. The CITY OF NAPERVILLE is the prospective purchaser of the premises known as the Cafeteria, South Dorm and Mansion. The furnace, electrical meters and water meters are located in the basement of the South Dorm.

In consideration of the mutual covenants and agreements herein stated, LITTLE FRIENDS, INC. agrees to provide water, heat and electricity to the North Dorm located at the corner of Columbia and School Streets, Naperville, Illinois at its own expense. In the event that LITTLE FRIENDS, INC. defaults on an agreement dated June 30, 1975 and as amended JULY 1, 1978 between LITTLE FRIENDS, INC. and NORTH CENTRAL COLLEGE, the CITY OF NAPERVILLE agrees to provide or to require the Lessee of the South Dorm to provide water, heat and electricity to the North Dorm and NORTH CENTRAL COLLEGE agrees to pay the CITY OF NAPERVILLE their prorata share of the cost of electricity, heat and water. This contract shall be binding upon the assignees of any interest in the premises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10 day of JULY, 1978.

LITTLE FRIENDS - SHELTERED WORKSHOP
INC., a not-for-profit corporation
of Illinois

BY: Dennis M. Gorman

Attest: Kathleen F. Kelly
Acting Secretary

CITY OF NAPERVILLE, a municipal
corporation of Illinois

BY: Frank J. Pyle

Attest: Gene P. H. Galt

NORTH CENTRAL COLLEGE, an Illinois
institution of higher education

BY: Loel P. Lunny

President

Attest: Arlo L. Schilling
Secretary

pursuant to a separate agreement between the City of Naperville, Lessor and Lessee; said conveyance to be for the sum of Two Hundred Eighty Four Thousand Dollars (\$284,000.00)

20. Paragraph 1 of the Lease Agreement of June 30, 1975 is amended to provide that the last rental payment under the old amortization schedule will be July 10, 1978 for ten (10) days in July 1978 in the amount of Two Thousand Sixteen Dollars and Thirteen cents (\$2,016.13) plus Eight Hundred Seventy Three Dollars and Fourteen cents (\$873.14) of interest under the Amendment to the Agreement for the remaining twenty-one (21) days July, 1978. The payment beginning August 1, 1978, shall be in the amount of Two Thousand Eight Hundred Sixteen Dollars and Forty-Six cents (\$2,816.46), payable monthly on the first day of each and every month for a total of 110-months.

21. Paragraph 3 of the Lease Agreement of June 30, 1975, is hereby amended to show that after the payment of the Two Hundred Eighty Four Thousand Dollars (\$284,000.00) by the City of Naperville to Lessor that the principal balance due on July 10, 1978, of \$515,091.67 has been reduced to \$231,091.67, which shall be paid over the 110-month period, referred to above, in equal monthly payments.

22. The agreement of June 30, 1975, is also amended by deleting all references to property being conveyed to the City of Naperville.

23. The legal description referred to in the Agreement of June 30, 1975, as Exhibit A is hereby amended by deleting property described in "Exhibit I" attached hereto and made a part hereof.

24. Lessee Agrees to sign a Maintenance Agreement with Lessor covering the balance of the property not being conveyed to the City of Naperville, a copy of said Maintenance Agreement is attached hereto and made a part hereof as "Exhibit II".

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

10th day of July, 1978.

LITTLE FRIENDS - SHELTERED WORKSHOP,
INC., a not-for-profit corporation
of Illinois

BY: Dennis McGinn

Attest: Kathryn L. Kelly
Acting Secretary

NORTH CENTRAL COLLEGE, an Illinois
institution of higher education

BY: David D. Sunig

President

Attest: Asa L. Smith
Secretary

WARRANTY

Statutory (ILLINOIS)

(Corporation to Corporation)

R78-64402

RECORDED
DU PAGE COUNTY

1978 JUL 14 AM 11:15

(The Above Space For Recorder's Use Only)

THE GRANTOR, NORTH CENTRAL COLLEGE, an institution of higher education,

a corporation created and existing under and by virtue of the laws of the State of Illinois
and duly authorized to transact business in the State of Illinois, for and in consideration
of TEN (\$10.00) AND NO/100 DOLLARS,
and other good and valuable consideration

in hand paid, and pursuant to authority given by the Board of Trustees of said corporation
CONVEY S and WARRANT S to CITY OF NAPERVILLE, a municipal corporation of
Illinois,

a corporation organized and existing under and by virtue of the laws of the State of Illinois
having its principal office in the City of Naperville County of DuPage
and State of Illinois (the following described Real Estate situated in the County of
DuPage and State of Illinois, to wit:

The South 260.10 feet of the East 187.00 feet as measured on the East
and South lines, of Block 2 in Kroehler's Addition to Naperville being
a Subdivision in Section 18, Township 38 North, Range 10, East of the
Third Principal Meridian in DuPage County, Illinois.

Subject to: Roads and highways, zoning ordinances, building codes, utility
easements, and easements and restrictions of record, and taxes for the
year 1977 and subsequent years.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name
to be signed to these presents by its _____ President, and attested by its
Secretary, this 10th day of July, 1978.

IMPRESS
CORPORATE SEAL
HERE

NORTH CENTRAL COLLEGE

(NAME OF CORPORATION)

BY David D. Swing

PRESIDENT

ATTEST: Arlo L. Schilling

SECRETARY

State of Illinois, County of DuPage ss. I, the undersigned, a Notary Public, in and for the
County and State aforesaid, DO HEREBY CERTIFY, that David D. Swing
personally known to me to be the _____ President of the North Central College

IMPRESS
NOTARIAL SEAL
HERE

corporation, and Arlo L. Schilling personally known to me to be
the _____ Secretary of said corporation, and personally known to
me to be the same persons whose names are subscribed to the foregoing instru-
ment, appeared before me this day in person and severally acknowledged that as
such _____ President and _____ Secretary, they signed
and delivered the said instrument as _____ President and
Secretary of said corporation, and caused the corporate seal of said corporation
to be affixed thereto, pursuant to authority, given by the Board of Trustees
of said corporation as their free and voluntary act, and as the free and voluntary
act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of July, 1978

Commission expires May 25, 1981 Louise Calasik - Havel
NOTARY PUBLIC

This instrument was prepared by C. Nadelhoffer, Atty., 124 S. Washington, Naperville, IL

MAIL TO:

Carleton Nadelhoffer, Atty.
(Name)

124 South Washington Street
(Address)

Naperville, IL 60540
(City, State and Zip)

OR

RECORDER'S OFFICE BOX NO. _____

ADDRESS OF PROPERTY:

619 E. Franklin
Naperville, IL 60540

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:
City of Naperville
(Name)

175 West Jackson
(Address)

Naperville, IL 60540

08-18-422-001

REAL ESTATE TRANSFER TAX

AUG 2 1978

DECLARATION
FILED

AFFIX "RIDERS" TO BEVEN HERE

Section 4, Real Estate Transfer Tax Act.

7-12-78
Notary Public
Buyer, Seller or Representative

DOCUMENT NUMBER



NORTH CENTRAL COLLEGE

NAPERVILLE, ILLINOIS 60540 312-420-3400

August 31, 1978

Mr. Dennis Flynn
Little Friends, Inc.
140 North Wright Street
Naperville, Illinois 60540

Dear Mr. Flynn:

Enclosed are copies of the addendum to the amendment of July 10, 1978 to the agreement of June 30, 1975.

If the addendum meets with your approval, please sign and date both copies and return one copy to me.

Again, I thank you for your understanding of the situation and apologize for the mix up. If you have any questions, please contact me.

Sincerely,

Paul H. Loscheider
Paul Loscheider
Comptroller

SW

and shall be in the amount of Three Thousand Seventy-six Dollars and Eighty-two Cents (\$3,076.82), payable on the first day of each and every month for a total of 123 months when the entire unpaid balance and interest shall be due and payable.

FIRST ADDENDUM TO AMENDMENT OF JULY 10, 1978
TO AGREEMENT OF JUNE 30, 1975

This is the First Addendum to the Amendment of July 10, 1978, to the Agreement made the 30th day of June 1975 by and between LITTLE FRIENDS - SHELTERED WORKSHOP, INC., a not-for-profit corporation chartered under the laws of the State of Illinois, hereinafter referred to as "LESSEE", and NORTH CENTRAL COLLEGE, an Illinois institution of higher education, hereinafter referred to as the "LESSOR"; WITNESSETH:

WHEREAS, Paragraphs 20 and 21 of the Amendment of July 10, 1978 were erroneous as to the dollar amounts and to the remaining number of months of payment; and,

WHEREAS, the LESSOR and LESSEE desire to correct this error,

NOW, THEREFORE, in consideration of the premises, Ten Dollars (\$10.00) and other good and valuable consideration, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Paragraphs 20 and 21 of the Amendment of July 10, 1978, to the Agreement of June 30, 1975, are hereby cancelled and rescinded, and replaced by the following two paragraphs, numbered 26 and 27:

26. Paragraph 1 of the Lease Agreement of June 30, 1975, is amended to provide that the last payment under the old amortization schedule will be through and including July 10, 1978. The rent will be prorated for these ten (10) days and comes to the amount of Two Thousand Sixteen Dollars and Thirteen Cents, (\$2,016.13). The amount to be paid for the remaining 21 days of July, 1978, is Eight Hundred Seventy Three Dollars and Fourteen Cents (\$873.14). These amounts shall be paid on or before the closing, receipt of which is hereby acknowledged by LESSOR. The regular monthly payments shall commence September 1, 1978 and shall be in the amount of Three Thousand Seventy-six Dollars and Eighty-two Cents (\$3,076.82), payable on the first day of each and every month for a total of 123 months when the entire unpaid balance and interest shall be due and payable.

27. Paragraph 3 of the Lease Agreement of June 30, 1975, is hereby amended to show that after the payment of Two Hundred Eighty-Four Thousand Dollars (\$284,000.00) by the City of Naperville on July 10, 1978 to LESSOR that the principal balance due on July 10, 1978 of \$557,324.23 has been reduced to \$273,324.23, which principal amount plus interest of 6.693% on the unpaid principal balance shall be paid over the 123-month period, referred to above, in equal monthly payments.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7 day of SEPTEMBER, 1978.

LITTLE FRIENDS - SHELTERED WORKSHOP,
INC., a not-for-profit corporation
of Illinois

BY:

Dennis M. Flynn

ATTEST: _____

NORTH CENTRAL COLLEGE, an
Illinois Institution of higher
education

BY:

Carl D. Luning
President

ATTEST: Arlo L. Schilling

Secretary

Jack Ryan

R E S O L U T I O N
DC-0025-89

WHEREAS, on March 28, 1978, the DuPage County Board adopted Resolution CDC-4-78 providing a Community Development Block Grant of \$298,840 to the City of Naperville to purchase property to be leased to Little Friends, Inc. for a Center for the Handicapped; and

WHEREAS, the City of Naperville has requested in writing that, in accordance with the Agreement for said grant, the County provide written consent to transfer title of said property to Little Friends, Inc.; and

WHEREAS, the City of Naperville and Little Friends, Inc. have met the requirements of 24 CFR 570.505 regarding the use of said property for five years for the purpose originally intended by the grant, and have met the DuPage Community Development Commission's policy regarding compliance for a ten-year period.

NOW THEREFORE BE IT RESOLVED that DuPage County consents to the transfer of property from the City of Naperville to Little Friends, Inc., said property being described as: The South 260.10 feet of the East 187.00 feet as measured on the East and South Lines, of Block 2 in Kroehler's Addition to Naperville being a subdivision in Section 18, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois.

BE IT FURTHER RESOLVED that certified copies of this Resolution be sent to Margaret P. Price, Mayor, City of Naperville, 175 Jackson Avenue, Naperville, Illinois 60566; Jack Ryan, Executive Director, Little Friends, Inc., 140 North Wright Street, Naperville, Illinois 60540; and Community Development; and copies to the Auditor; Finance; and Treasurer.

Approved and adopted this 9TH day of MAY, 1989 at Wheaton, Illinois.

Gard T. Knapp
Chairman, County Board

ATTEST: Gary A. King
County Clerk

Ayes: 19
Absent: 6