VILLAGE OF STICKNEY



Jeff Walik

Village President

Mary Hrejsa Tim Kapolnek 6533 West Pershing Road Stickney, Illinois 60402-4048 Phone - 708-749-4400 Fax - 708-749-4451

Village Trustees

Mitchell Milenkovic Sam Savopoulos

Leandra Torres Jeff White

REGULAR MEETING BOARD OF TRUSTEES Stickney Village Court Room 6533 W. Pershing Road

Tuesday, August 21, 2018

7:00 p.m.

Meeting Agenda

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Approve Minutes of Previous Regular Meeting
- 5. Authorize Payment of Bills
- 6. Pass and Approve Ordinance 2018-38, "An Ordinance Authorizing the Execution of an Agreement for the Purchase of Certain Real Property for the Village of Stickney, Il
- 7. Approve Resolution 20-2018, "A Resolution Authorizing and Approving a Certain Agreement with Eligo Energy IL, LLC for the Village of Stickney"
- 8. Approve Resolution 21-2018, "A Resolution Agreeing to Indemnify the State of Illinois for Photo Enforcement Equipment Attached to IDOT Facilities, for the Village of Stickney, County of Cook, State of Illinois"
- 9. Report from the President
- 10. Report from the Clerk
- 11. Trustee Reports/Committee Reports
- 12. Reports from Department Heads
- 13. Public Comment
- 14. Motion to adjourn to Executive Session
 - a. Convening into executive session under Section 2 (c)(21) of the Open Meetings Act for discussion of minutes of meetings lawfully closed under this Act, whether for purposes for approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06
- 15. Motion to Return to Open Session
- 16. Adjournment

Posted August 17, 2018



Audrey McAdams Village Clerk

August 7, 2018

State of Illinois County of Cook Village of Stickney

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, August 7, 2018, at 7:04 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

Upon the roll call, the following Trustees were present: Trustees Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to approve the minutes of the previous regular session on Tuesday, July 18, 2018.

Upon the roll call, the following Trustees voted: Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos Nays: None Mayor Walik declared the motion carried.

Trustee White moved, duly seconded by Trustee Milenkovic that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

Upon the roll call, the following Trustees voted: Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos Nays: None Mayor Walik declared the motion carried.

Prior to the vote, Treasurer Paul Nosek provided a summary indicating the source of funds used to pay the bills and the totals to be approved.

Corporate Fund: \$71,359.09 Motor Fuel Tax Fund: \$0 Badge Fund: \$0 Water Fund: \$23,709.08 Police Pension Fund: \$0 911 Account: \$0 1505 Account: \$0 Family Day: \$823.00 Police Revenue Sharing: \$0 Capital Projects Fund: \$25,253.10 Bond & Interest Fund: \$0

Subtotal: \$121,144.27 General Fund Payroll: \$118,892.01 Water Fund Payroll: \$11,142.71 Subtotal: \$130,034.72 Total to be approved by Village Trustees: \$251,178.99

Upon the roll call, the following Trustees voted: Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos Nays: None Mayor Walik declared the motion carried.

At this point, Mayor Walik introduced Fire Chief Jeff Boyajian and Deputy Fire Chief Andrea Acosta who presented two promotions within their department. Donald Kerbs who has been with Stickney for 33 years was named Deputy Fire Chief. Jon O'Dowd (who was not in attendance) was named Assistant Fire Chief.

Fire Chief Jeff Boyajian recognized members of the department for their action regarding a car fire with exposure to a home located at 4424 Wisconsin Avenue on June 6, 2018 at approximately 1:20 a.m. Deputy Chief Daniel Kuffell; Assistant Chief Donald Kerbs; Firefighter Robert Wyant; Firefighter Andrew Hunt; Firefighter Trevor Noonan; Firefighter Justin Lewandowski were introduced and recognized for their actions in fighting this fire.

The Mayor extended his thanks to the fire department for everything they do for us and the residents. Thanks for all the hard work they put in and the dedication. This entire board is proud of you. This entire board loves our police and fire department.

The Mayor then read the following:

PROCLAMATION TO RECOGNIZE JOHN BABINEC FOR 40 YEARS OF EXEMPLARY SERVICE TO THE STICKNEY FIRE DEPARTMENT AND THE VILLAGE OF STICKNEY

WHEREAS, John Babinec began his service to the Stickney Fire Department on July 9, 1978 and serves with honor and distinction presently; and

WHEREAS, while with the Stickney Fire Department, John Babinec has served the community and residents of Stickney Illinois, with dedication and unwavering commitment, for the last 40 years; and

WHEREAS, John Babinec began his career as a firefighter in 1978 and has risen through the ranks having been promoted to the rank of Lieutenant in December of 1985, the rank of Captain in April of 1986 and to the rank of Deputy Chief in May of 2000; and

WHEREAS, John Babinec has been the Fire Department Training Officer since 1986 where he has played a pivotal role in training hundreds of firefighters, some of which have moved on to career fire departments throughout the United States; and

NOW, THEREFORE BE IT PROCLAIMED, by Mayor Jeffrey Walik and the Village Board of Trustees, that we recognize the 40 years of exemplary service to the Stickney Fire Department and to the residents of the Village of Stickney that John Babinec has provided; and

BE IT FURTHER PROCLAIMED that Mayor Walik and the Board of Trustees recognize the dedication and commitment that Deputy Chief John Babinec has put forth during his time serving the community and the residents of Stickney Illinois

On this day, August 7, 2018

Trustee Kapolnek moved, duly seconded by Trustee Torres to Pass and Approve Ordinance 2018-35, "An Ordinance Adding a New Article to Chapter 14 of the Municipal Code, Village of Stickney Regarding Trailer and Semitrailer Storage and Service Tax"

Upon the roll call, the following Trustees voted: Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos Nays: None Mayor Walik declared the motion carried

Trustee White moved, duly seconded by Trustee Hrejsa to pass and approve Ordinance 2018-36, "An Ordinance Amending Chapter 14, Section 14-120 of the Municipal Code, Village of Stickney, Regarding Stop Streets"

Upon the roll call, the following Trustees voted: Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos Nays: None Mayor Walik declared the motion carried.

Prior to the vote Trustee White explained that this stop sign will be located on 41st Street and Wesley Avenue going east and west. It is intended to slow the traffic down close to Edison School.

Trustee White moved, duly seconded by Trustee Milenkovic to pass and approve Ordinance 2018-37, "An Ordinance Authorizing and Approving a Fund Balance Transfer from the General Fund to the Capital Fund for the Village of Stickney"

Upon the roll call, the following Trustees voted: Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos Nays: None Mayor Walik declared the motion carried.

Trustee Kapolnek moved, duly seconded by Trustee Torres to approve Resolution 15-2018, "A Resolution Approving an Amended Mutual Aid Agreement for the Northern Illinois Police Alarm System (NIPAS)"

Upon the roll call, the following Trustees voted: Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos Nays: None Mayor Walik declared the motion carried.

Prior to the vote Police Chief Dan Babich explained that NIPAS consists of 86 different municipalities. We are the furthest south. This is a very professional SWAT team. They have communication vehicles. The members train twice per month. They train with their sniper rifles, for hostage situations or barricade hostages as an example. NIPAS has been around for 25 years. He had been on the Board of NIPAS. They have state of the art communication centers that are on the average worth \$350,000.00

just for that one vehicle. When he was the Chief in Lyons they had one of their armored vehicles. We saved other officers with that vehicle. It is a great organization. What we get from this is called the Car Alarm System. If we had a major incident such as a riot or major incident that we could not handle, they would send out vehicles. If it was a level one, there could be five cars coming from different closeby municipalities. A level two would be five more cars. There are 86 municipalities and they could be coming from places such as Hoffman Estates, Schaumburg or Streamwood. We are furthest south. They have every piece of equipment for every type of situation. It is a good asset for the village.

Trustee White moved, duly seconded by Trustee Hrejsa to Approve Resolution 16-2018, "A Resolution Authorizing the Addition of the Illinois Public Pension Fund Association (IPPFA) Deferred Compensation Plan as an Employee Benefit"

Upon the roll call, the following Trustees voted: Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos Nays: None Mayor Walik declared the motion carried.

Prior to the vote Treasurer Paul Nosek this is a benefit for the employees at no cost to the village. This is another deferred tax 401K option plan available to the employees.

Trustee White moved, duly seconded by Trustee Kapolnek to Approve Resolution 17-2018, "A Resolution Providing for the Procedures to Fund the Village of Stickney Police Pension Fund from Participants' Contributions"

Upon the roll call, the following Trustees voted: Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos Nays: None Mayor Walik declared the motion carried.

Prior to the Treasurer Paul Nosek this is for our police pensioners who were taking out their pensions after taxes. This will allow them to have a deferred basis or a pretax basis.

Trustee Milenkovic moved, duly seconded by Trustee White to Approve Resolution 18-2018, "A Resolution for Maintenance appropriating \$26,250 of 2018 Motor Fuel Tax funds for the Purchase of Rock Salt"

Upon the roll call, the following Trustees voted: Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos Nays: None Mayor Walik declared the motion carried.

Prior to the vote Public Works Director Joe Lopez this is what we do every year going out to the state for a low bid on the salt purchase.

Trustee White moved, duly seconded by Trustee Kapolnek to Approve Resolution 19-2018, "A Resolution for Maintenance appropriating \$47,899 of 2019 Motor Fuel Tax funds for the Purchase of Rock Salt"

Upon the roll call, the following Trustees voted: Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos Nays: None Mayor Walik declared the motion carried.

Village Attorney Michael Del Galdo explained that Resolution 19-2018 includes rock salt and new LED street light luminaries.

Trustee Hrejsa moved, duly seconded by Trustee Kapolnek to grant permission for Block Party on August 18, 2018 on 4300 Block of Maple

Upon the roll call, the following Trustees voted: Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos Nays: None Mayor Walik declared the motion carried.

Trustee Hrejsa moved, duly seconded by Trustee White to grant permission for a Block Party on August 25, 2018 on 4400 block of Grove

Upon the roll call, the following Trustees voted: Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White Absent: Trustee Savopoulos Nays: None Mayor Walik declared the motion carried.

<u>MAYOR'S REPORT</u>: Once again he wanted to thank all our firemen for being at this meeting and the men and women of our fire department for all they do for us in our community.

<u>CLERK'S REPORT</u>: Clerk McAdams informed the audience that she supplied all the board members and department heads of the Illinois Municipal League Annual Conference on September 20-22, 2018. On August 21, there will be an Executive Session to review the Executive Session minutes. She also gave an update on the Census LUCA report to update addresses in the village.

<u>TRUSTEE REPORTS</u>: <u>Trustee Hrejsa</u> gave people an update on the next Music in the Park.

<u>Trustee Kapolnek</u> thanked the fire department and congratulated John Babinec.

<u>Trustee Torres</u> thanked the fire department and congratulated John Babinec on 40 years. She also reminded people of Stickney Family Day on September 2. We are looking for volunteers. It would two or three hours.

<u>Trustee Milenkovic</u> attended the Midway Noise Compatibility meeting on July 26, 2018 at the Mayfield facility on Archer. No noise complaints from Stickney on the airport. Our noise level dropped to 54.9 decibels from 55.5 decibels. It is 65 decibels that they step in for remediation. They have found a resolve for the complaints over the odorous windows of nine homes that were installed for noise abatement. What they did is remove windows from nine homes and broke them into pieces. They had a pile of each section of the window and ground them up in a laboratory and heated it. They found that the element that was giving off the odor was the screens. The screens were made of fiberglass and PVC. It was the PVC coating that was giving off the odor. People will get their screens replaced.

<u>Trustee White</u> announced that the new electronic sign will be installed this week. He described the pinnacle design will be a welcomed addition to the village. He then thanked the fire department for all that they do. They are the best.

DEPARTMENT REPORTS: <u>Public Works Director Joe Lopez</u> side walk replacement will begin after Labor Day. Lead Testing will start soon. Random addresses were sent to him. This is done every three years. A leaf vacuum was delivered last week. It will possibly be displayed at the next meeting. A new lawn mower was purchased.

<u>Police Chief Babich</u> On September 21, our two newest police recruits will graduate. It has been a very long academy. It takes away from our manpower. The recruits then will have to go through 10-weeks of training here. He then congratulated John Babinec on his 40th anniversary. He offered many kind words about him. In addition the Chief informed us the status of all our new cars. We should have all three cars in use with 3 weeks.

Deputy Fire Chief Andrea Acosta gave the Stickney Fire Department call totals for January through June, 2018: Ambulance calls; 358: Mutual Aid Calls; 66: Service Calls; 25: Fire Calls; 85: Hazardous Condition Calls; 17: Motor Vehicle Accidents; 31: Working Fires; 1: Brush/Trash Fires; 2: Car Fires; 3: Outside Equipment Fires; 0:

There being no further business, Trustee White moved, duly seconded by Trustee Milenkovic that the meeting be adjourned. Upon which the Board adopted the motion at 7:42 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of

2018

Jeff Walik, Mayor

Village of Stickney

Warrant Number 18-19 -08

EXPENDITURE APPROVAL LIST FOR CITY COUNCIL MEETING ON 21-Aug-18

Approval is hereby given to have the Village Treasurer of Stickney, Illinois pay to the officeres, employees, independent contractors, vendors and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

01 CORPORATE FUND		190,454.57
02 MOTOR FUEL TAX FUND		-
03 BADGE		-
04 WATER FUND		170,784.71
05 POLICE PENSION FUND		-
06 911 ACCOUNT		-
07 1505 ACCOUNT		-
08 FAMILY DAY		2,893.96
09 POLICE REVENUE SHARING		-
11 CAPITAL PROJECTS FUND		33,958.85
12 BOND & INTREST FUND	Subtotal:	398,092.09
General Fund Payroll Water Fund Payroll	8/15/2018 8/15/2018 Subtotal:	227,902.89 15,113.72 243,016.61

Total to be Approved by Village Council	
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641,108.70

Approvals:

Jeff Walik, Mayor

Audry McAdams, City Clerk

Paul Nosek, Treasurer

Vendor Invoice No.	GL Distribution		Check#	Check Date
A & M PARTS, INC. 684239	01-505-007	9.27	10336 10336	08/09/18
CINTAS #769 769446542	01-507-005	3.47	10337 10337	08/09/18
CINTAS #769 769450266	01-507-005	716.98	10337 10337	08/09/18
CINTAS #769 769468661	01-507-005	147.90	10337 10337	08/09/18
COMED 5082361005-0718	01-506-015	74.12	10338 10338	08/09/18
COMED 7827800007-0718	01-506-015	28.02	10338 10338	08/09/18
JACKS 072518	01-517-004	10.79	10339 10339	08/09/18
JACKS 75303	01-517-004	123.80	10339 10339	08/09/18
BELL FUELS, INC. 273723	01-505-006	782.09	10340 10340	08/09/18
BELL FUELS, INC. 273722	01-505-006	1,903.92	10340 10340	08/09/18
LEMBKE & SONS 70148	01-507-005	23.58	10341 10341	08/09/18
AMSTERDAM PRINTING & LITH 6033486	IO 01-504-012	317.02	10342 10342	08/09/18
NICOR 35504700002-0818	01-507-002	118.97	10343 10343	08/09/18
COMCAST 8771201240581235-081	01-502-015	154.85	10344 10344	08/09/18
ANDERSON PEST SOLUTIONS 4855783	01-507-005	51.50	10345 10345	08/09/18
ANDERSON PEST SOLUTIONS 4856026	01-507-005	68.96	10345 10345	08/09/18
WEST CENTRAL MUNICIPAL CO	ONFERENCE		10346	08/09/18

Vendor Invoice No. ====================================	GL Distribution		Check#	Check Date
0009158-IN	01-502-022	9,870.62	10346	
WASTE MANAGEMENT 3562509-2354-3	01-509-011	226.85	10347 10347	08/09/18
WASTE MANAGEMENT 3562510-2354-1	01-517-004	212.66	10347 10347	08/09/18
WASTE MANAGEMENT 3562511-2354-9	01-517-004	106.34	10347 10347	08/09/18
WASTE MANAGEMENT 3562512-2354-7	01-517-004	120.51	10347 10347	08/09/18
WASTE MANAGEMENT 3562513-2354-5	01-517-004	226.85	10347 10347	08/09/18
GOOGLE INC. 3483403824	01-502-015	454.16	10348 10348	08/09/18
TAMELING IND. 0125435-IN	01-517-004	1,380.94	10349 10349	08/09/18
CINTAS CORPORATION #21 021552113	01-509-006	126.89	10350 10350	08/09/18
CINTAS CORPORATION #21 021558177	01-509-006	126.89	10350 10350	08/09/18
CINTAS CORPORATION #21 021564269	01-509-006	126.89	10350 10350	08/09/18
CINTAS CORPORATION #21 021567291	01-509-006	126.89	10350 10350	08/09/18
CINTAS CORPORATION #21 021539920	01-509-006	126.52	10350 10350	08/09/18
YOLANDA MERAZ 080518	01-400-031	25.00	10351 10351	08/09/18
DEL GALDO LAW GROUP, LLC 21184	01-503-002	16,323.79	10352 10352	08/09/18
DEL GALDO LAW GROUP, LLC 21159	01-503-003	2,712.92	10352 10352	08/09/18
JACK PHELAN CHEVROLET 350055	01-504-009	18.58	10353 10353	08/09/18

Vendor Invoice No. =========	GL Distribution		Check#	Check Date
JACK PHELAN CHEVROLET 351294	01-504-009	37.03	10353 10353	08/09/18
LYONS ELECTRIC COMPANY 4434	01-507-005	176.16	10354 10354	08/09/18
CIRCLE TRACTOR 01-226771	01-506-014	375.34	10355 10355	08/09/18
CENTRAL MANAGMENT SERVIO 0818	CES 01-502-014	70,515.00	10356 10356	08/09/18
IL.F.O.P.L.C. 0718	01-230-008	903.00	10357 10357	08/09/18
OPERATING ENGINEERS LOCAL 0718-UNION DUES	NO. 399 01-230-008	413.50	10358 10358	08/09/18
CREDIT UNION ONE 0718-CREDIT UNION	01-230-006	100.00	10359 10359	08/09/18
GRAINGER 9860350850	01-506-013	117.79	10360 10360	08/09/18
GRAINGER 9862021889	01-506-013	17.36	10360 10360	08/09/18
MINUTEMAN PRESS OF LYONS 37120	01-502-009	173.15	10362 10362	08/09/18
MINUTEMAN PRESS OF LYONS 37138	01-502-009	168.75	10362 10362	08/09/18
MINUTEMAN PRESS OF LYONS 37158	01-502-012	2,222.62	10362 10362	08/09/18
MINUTEMAN PRESS OF LYONS 37159	01-502-009	159.00	10362 10362	08/09/18
STICKNEY FIREFIGHTERS ASSO 0718	CIATION 01-230-013	525.00	10363 10363	08/09/18
EAGLE ENGRAVING 2018-3522	01-505-011	23.20	10364 10364	08/09/18
METRO GARAGE, INC. 41505	01-505-007	25.00	10365 10365	08/09/18
EMCOR SERVICES TEAM MECH.	ANICAL		10366	08/09/18

Vendor Invoice No.	GL Distribution		Check#	Check Date
930010136	01-507-005	1,221.00	10366	
ECKERT ENTERPRISES, INC 210700	01-505-007	3,827.00	10367 10367	08/09/18
ECKERT ENTERPRISES, INC 210708	01-505-007	186.00	10367 10367	08/09/18
CDW GOVERNMENT NJB6604	01-504-019	861.25	10368 10368	08/09/18
MUNICIPAL CLERKS OF S/W SI 18-19 DUES	UBURB 01-508-001	20.00	10369 10369	08/09/18
Anthony Bertucca 0718	01-504-021	2,150.00	10370 10370	08/09/18
ABILA 0117755	01-502-015	2,211.00	10371 10371	08/09/18
Alfred G. Ronan, Ltd. 0818	01-503-006	3,000.00	10372 10372	08/09/18
Araceli Saldana 080418	01-400-031	25.00	10373 10373	08/09/18
The Blue Line 37432	01-505-010	250.00	10374 10374	08/09/18
Braniff Communications, Inc. 0031667	01-505-013	570.00	10375 10375	08/09/18
Chronicle Media, LLC 15172	01-502-012	192.00	10376 10376	08/09/18
ESO Solutions, Inc. 9042	01-505-015	1,800.00	10377 10377	08/09/18
N.E.M.R.T., Inc. 239712	01-504-014	175.00	10378 10378	08/09/18
Neopost 7900044080424777-071	01-502-009	554.55	10379 10379	08/09/18
South West Suburban Municipal Cl 090618	lerks 01-505-010	25.00	10380 10380	08/09/18
Waste Managaement 2973445-2009-5	01-509-011	26,816.45	10381 10381	08/09/18

Vendor Invoice No. ===========	GL Distribution		Check# =====	Check Date
M G CLEANING SERVICE 081518	01-507-001	1,000.00	110389 110389	08/09/18
SECURITY BENEFIT 0718-457	01-230-010	2,620.00	110394 110394	08/14/18
CINTAS #769 769472412	01-507-005	147.90	110395 110395	08/15/18
RICHARD BESSETTE 127	01-504-019	1,600.00	110396 110396	08/15/18
RICHARD BESSETTE 128	01-504-019	1,600.00	110396 110396	08/15/18
BELL FUELS, INC. 274220	01-505-006	2,109.16	110397 110397	08/15/18
BELL FUELS, INC. 274221	01-505-006	733.19	110397 110397	08/15/18
COMCAST 8771201660012091-081	01-502-015	144.85	110398 110398	08/15/18
COMCAST 8771201660017819-081	01-502-015	107.85	110398 110398	08/15/18
AMERIGAS - CICERO 803910384	01-506-003	34.50	110399 110399	08/15/18
MENARDS - HODGKINS 6399	01-506-013	4.29	110400 110400	08/15/18
MENARDS - HODGKINS 6397	01-506-013	262.88	110400 110400	08/15/18
METROPOLITAN MAYORS CAU 2018-248	CUS 01-502-022	305.37	110401 110401	08/15/18
THE SIGN EDGE 190243	01-502-009	32.00	110402 110402	08/15/18
CINTAS FIRST AID & SAFETY 5010320174	01-505-009	210.61	110403 110403	08/15/18
WESTFIELD FORD 622959	01-504-009	25.74	110404 110404	08/15/18
CASSIDY TIRE & SERVICE			110405	08/15/18

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Vendor Invoice No.	GL Distribution		Check#	Check Date
716006210	01-504-009	1,216.56	====== 110405	
VERIZON WIRELESS 9811896078 9811896078	01-504-010 01-505-015	1,317.59 694.96	110406 110406 110406	08/15/18
LANGUAGE LINE SERVICES 4320291	01-504-010	11.31	110407 110407	08/15/18
TAMELING IND. 0125722-IN	01-517-004	892.80	110408 110408	08/15/18
ZOLL 23841	01-505-015	105.00	110409 110409	08/15/18
LEANDRA TORRES 7082-COUTURE	01-504-015	594.48	110410 110410	08/15/18
AIRGAS USA, LLC 9954912075	01-505-009	478.69	110411 110411	08/15/18
MINUTEMAN PRESS OF LYONS 37178	01-502-009	92.00	110412 110412	08/15/18
Johnson Controls Security Solutions 30899682	01-507-007	119.90	110413 110413	08/15/18
HALL SIGNS 335638	01-506-011	316.81	110414 110414	08/15/18
TONYS LAWNMOWER 0096059	01-506-014	432.00	110415 110415	08/15/18
CDW GOVERNMENT NNK8531	01-504-019	38.00	110416 110416	08/15/18
CDW GOVERNMENT NQZ4697	01-504-019	894.67	110416 110416	08/15/18
CEP AMERICA IL LLP I01608139	01-510-001	1,119.00	110417 110417	08/15/18
IFCA FO-180138	01-505-010	295.85	110418 110418	08/15/18
Interstate Billing Service, Inc. 3011066163	01-509-002	694.31	110419 110419	08/15/18
Jesus M. Melgoza			110420	08/15/18

Vendor Invoice No.	GL Distribution		Check#	Check Date
081118	01-400-031	25.00	110420	
Maribel Pineda 081218	01-400-031	25.00	110421 110421	08/15/18
Shark Shredding, Inc. 37690	01-504-011	42.00	110422 110422	08/15/18
Tool Store Go-Kart Shop 4838	01-505-007	27.00	110423 110423	08/15/18
Unique Apparel Solutions O53711	01-505-011	147.00	110424 110424	08/15/18
Unique Apparel Solutions OE53752	01-505-011	198.00	110424 110424	08/15/18
Unique Apparel Solutions 53753	01-505-011	147.00	110424 110424	08/15/18
Unique Apparel Solutions OE53707	01-505-011	137.00	110424 110424	08/15/18
Unique Apparel Solutions OE53754	01-505-011	142.00	110424 110424	08/15/18
Unique Apparel Solutions O53748	01-505-011	147.00	110424 110424	08/15/18
Unique Apparel Solutions O53708	01-505-011	147.00	110424 110424	08/15/18
Unique Apparel Solutions O53664	01-505-011	147.00	110424 110424	08/15/18
Unique Apparel Solutions E53392	01-505-011	19.00	110424 110424	08/15/18
Unique Apparel Solutions 53755	01-505-011	98.00	110424 110424	08/15/18
Unique Apparel Solutions 53665	01-505-011	147.00	110424 110424	08/15/18
Unique Apparel Solutions 53756	01-505-011	147.00	110424 110424	08/15/18
Upbeat Site Furnishings 604804	01-507-006	360.11	110425 110425	08/15/18

Vendor Invoice No. =========	GL Distribution		Check# ======	Check Date
CALL ONE 0618	01-507-003	3,003.32	110429 110429	08/16/18
CALL ONE 08-18	01-507-003	5,644.55	110429 110429	08/16/18
Citizens Bank 5530950000204986-081 5530950000204986-081 5530950000204986-081 5530950000204986-081 5530950000204986-081 5530950000204986-081	01-506-013 01-517-005 01-517-005 01-504-014 01-505-012 01-504-012	6.04 1,350.65 400.00 87.80 782.12 141.02	110430 110430 110430 110430 110430 110430 110430	08/16/18
Totals		190,454.57		

Vendor Invoice No. ==========	GL Distribution		Check#	Check Date
POSTMASTER 0818	04-513-011	750.00	110335 110335	08/08/18
ALEXANDER CHEMICAL CORPO CM10020614	DRATION 04-513-004	-600.00	110382 110382	08/09/18
ALEXANDER CHEMICAL CORPO 10073216	DRATION 04-513-004	1,506.50	110382 110382	08/09/18
LEHIGH HANSON MATERIAL SE 5697591	CRVICE CORP. 04-513-004	1,070.04	110383 110383	08/09/18
FERGUSON WATERWORKS #193 0129292-1	04-513-003	210.32	110384 110384	08/09/18
CITY OF CHICAGO 435118-0818	04-513-001	44,205.51	110385 110385	08/09/18
CITY OF CHICAGO 435119-0818	04-513-001	120,614.10	110385 110385	08/09/18
Comed 0773038136-0718	04-513-002	275.88	110386 110386	08/09/18
FERGUSON WATERWORKS #193 0133291	04-513-003	2,752.36	110428 110428	08/15/18
Totals		170,784.71		

Village of Stickney AP Cash Distribution FAMILY DAY Checks Issued 8/8/2018 To 8/16/2018

Vendor Invoice No. ======	GL Distribution		Check# 	Check Date
CASTLE PARTY RENTAL 48899	08-519-001	1,350.76	110388 110388	08/09/18
Special Event Rentals, Ltd. 090218	08-519-001	480.00	110391 110391	08/09/18
AMERICAN MOBILE STAGING 1 090218	NC. 08-519-001	950.00	110393 110393	08/14/18
JEFFERY WHITE 77721786	08-519-001	113.20	110427 110427	08/15/18
Totals		2,893.96		

Vendor Invoice No. ==========	GL Distribution		Check#	Check Date
RUSSO POWER EQUIPMENT 5258994	11-515-002	10,640.00	110387 110387	08/09/18
Grate Signs 061418	11-515-002	12,000.00	110392 110392	08/10/18
MPC Communications & Lighting, 18-1252	Inc. 11-515-002	11,318.85	110426 110426	08/15/18
Totals		33,958.85		

Ordinance 2018-38

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY FOR THE VILLAGE OF STICKNEY, ILLINOIS.

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, pursuant to the Section 11-76.1-1 of the Illinois Municipal Code, the Village is authorized to purchase real property for public purposes; and

WHEREAS, the Village recognizes the need to acquire real property for public purposes, including, but not limited to, redeveloping blighted properties; and

WHEREAS, in connection with the foregoing, the Village desires to acquire certain real property located at the address commonly known as 6705 Pershing Road, Stickney, Illinois 60402 (the "Property"); and

WHEREAS, the current owner of record of the Property (the "Seller") and the Village have discussed an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit "A," which sets forth the terms and conditions under which the Seller will sell the Property to the Village or the Village's nominee; and

WHEREAS, the Village desires to enter into the Agreement, or an agreement with terms substantially the same as the Agreement, with the Seller, whereby the Seller will sell the Property to the Village or the Village's nominee; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that it is advisable, necessary and in the best interests of the Village to approve and authorize the execution of the Agreement, or an agreement with terms substantially the same as the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney is authorized to revise agreements for the Village making such insertions, omissions, and changes as shall be approved by the President and the Village Attorney; and

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Stickney, County of Cook, and the State of Illinois, as follows:

ARTICLE I. IN GENERAL

SECTION 1: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

SECTION 2: Purpose.

The purpose of this Ordinance is to enter into, approve and execute an agreement with the Seller with terms substantially the same as terms of the Agreement, and to authorize the President or his designee, to execute all necessary documents and perform all necessary acts to effectuate the intent of this Ordinance, including the expenditure of all necessary funds.

ARTICLE II. AUTHORIZATION

SECTION 3: Authorization.

The Corporate Authorities hereby approve the Agreement. The Corporate Authorities further authorize and direct the President or his designee to enter into and approve the Agreement, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Corporate Authorities further authorize the President or his designee to undertake all publications requirements provided by law and all other requirements by law to effectuate the intent of this Ordinance. The Corporate Authorities further authorize and direct the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Village Attorney. The Corporate Authorities further authorize the President or his designee to exercise any and all rights provided to the Village under the terms of the Agreement. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith. The Village is authorized to allocate and spend all necessary funds to fulfill the requirements of the Agreement, or of an agreement with terms substantially the same as the terms of the Agreement, and of this Ordinance.

ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

SECTION 4: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

SECTION 5: Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: Publication.

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8: Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval.

PASSED this _____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2018.

Jeff Walik, President

ATTESTED AND FILED in my office this ____ day of _____, 2018.

Audrey McAdams, Village Clerk

EXHIBIT A





1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".

Buyer Name(s) [please print] Village Of Stickney by Jeff Walik, Mayor

- Seller Name(s) [please print] Karen Smuda
- If Dual Agency Applies, Complete Optional Paragraph 31.

2. THE REAL ESTATE: Real Estate shall be defined as the property, all improvements, the fixtures and Personal

Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate commonly known as:

8	6705 Pershing Road, Stickney, IL 60402			
9	Address	City	State	Zip
10	Cook County	×	19-06-201-008-0000	1
11	County Unit # (If app	licable)	Permanent Index Number(s) of Real Estate
12	If Condo/Coop/Townhome Parking is Included: #	of spaces(s)	; identified as Space(s) #	
13	[check type] deeded space, PIN:		nited common element as	ssigned space.
14	3. PURCHASE PRICE: The Purchase Price shall b	oe \$ 49,000	After t	the payment of
15	Earnest Money as provided below, the balance	of the Purchase Price	as adjusted by prorations	shall be paid at
16	Closing in "Good Funds" as defined by law.	or die i alcitabe i lice,	as adjusted by protations,	silali be palu al
17	4. EARNEST MONEY: Earnest Money shall be he	d in truet for the mut	tral hopofit of the Destine Le	· [-1111-
18	☐Seller's Brokerage; ☐Buyer's Brokerage; ✔A	s otherwise arread hu	the Partice as "Escretion"	[check one].
19	Initial Earnest Money of \$ 490 sha	all he tendered to Fee	the railes, as escrowee.	
20	of Acceptance Additional Econoct Manage of C	an de tendered to Esci	towee on or before <u>J</u> da	y(s) after Date
	of Acceptance. Additional Earnest Money of \$			
21	5. FIXTURES AND PERSONAL PROPERTY AT N	O ADDITIONAL COST	: All of the fixtures and inc	luded Personal
22	Property are owned by Seller and to Seller's kn	owledge are in opera	ating condition on the Date	of Acceptance,
23	unless otherwise stated herein. Seller agrees to	transfer to Buyer all	fixtures, all heating, electr	rical, plumbing,
24	and well systems together with the following its	ems of Personal Prop	erty at no additional cost b	w Bill of Sale at
25	Closing [Check or enumerate applicable items]:	L	,	,
26.	Refrigerator Central Air Conditioning	Central Humidifier	Light Fixtures, a	s they exist
27	Oven/Range/Stove Window Air Conditioner(s)	Water Softener (ow		
28	Microwave Ceiling Fan(s)	Sump Pump(s)	All Window Treats	
29	Dishwasher Intercom System	Electronic or Media		
30 31	Garbage Disposal Backup Generator System Trash Compactor Satellite Dish	Central Vac & Equi		
32	Irash Compactor Satellite Dish Washer Outdoor Shed	Security System(s)		
33	Dryer Planted Vegetation	Garage Door Open with all Transmitter		sterr, Collar & Box
34	Attached Gas Grill Outdoor Play Set(s)	All Tacked Down C		
35	Other Items Included at No Additional Cost:			ie Delectors
36	n/a			
37	Items Not Included:			
38	n/a			
39	Seller warrants to Buyer that all fixtures, syster	ns and Personal Pror	perty included in this Cont	ract shall be in
40	operating condition at Possession except: n/a			
41	A system or item shall be deemed to be in o	perating condition if	it performs the function	for which it is

- intended, regardless of age, and does not constitute a threat to health or safety.
- If Home Warranty will be provided, complete Optional Paragraph 34.

Buyer Initial Buyer Initial	Seller Initial	Seller Initial
Address: 6705 Pershing Road, Stickney, IL 60402		<i>v</i> 6.1
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6. CLOSING: Closing shall be on or or before 9/14 _____, 20 18 or at such time as mutually agreed by the 44 Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will 45 issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties. 46

7. POSSESSION: Unless otherwise provided in Paragraph 40, Seller shall deliver possession to Buyer at Closing. 47

48 Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys

- 49 to the Real Estate to Buyer or to the office of the Seller's Brokerage.
- 8-MORTGAGE CONTINGENCY: If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a)/OR 50
- 51 Paragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE.
- This Contract is contingent upon Buyer obtaining a [check one] fixed; adjustable; [check one] 52 conventional:
- FHA/VA (if FHA/VA is chosen, complete Paragraph 37); 🗆 other ____ 53 loan for n/a %
- of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an 54
- 55 adjustable rate mortgage used) not to exceed n/a % per annum, amortized over not less than years. Buyer shall pay loan origination fee and/or discount points not to exceed _ 56
- __% of the loan amount. Buyer 57 shall pay usual and customary processing fees and closing costs charged by lender (Complete Paragraph 35 if
- closing cost credits apply). 58

Buyer shall make written loan application within five (5) Business Days after the Date of Acceptance; failure to 59

- 60 do so shall constitute an act of Default under this Contract. [Complete both a) and b)]:
- a) Not later than **n/a** 61 , 20 ____, (if no date is inserted, the date shall be twenty-one (21) days after the Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution 62 63 confirming that Buyer has provided to such lending institution an "Intent to Proceed" as that term is defined in the rules of the Consumer Financial Protection Bureau and has paid all lender application and appraisal 64 fees. If Buyer is unable to provide such written widence, Seller shall have the option of declaring this 65 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date 66 specified herein or any extension date agreed to by the Parties in writing. 67
- b) Not later than 68 , 20
- if no date is inserted, the date shall be sixty (60) days after the 69 Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution 70 confirming that Buyer has received a written mortgage commitment for the loan referred to above. If Buyer 71 is unable to provide such written evidence either Buyer or Seller shall have the option of declaring this 72 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date

73 specified herein or any extension date agreed to by the Parties in writing.

A Party causing delay in the loan approval process shall not have the right to terminate under either of the 74

- preceding paragraphs. In the event neither Party elects to declare this Contract terminated as of the latter of 75
- 76 the dates specified above (as may be amended from time to time), then this Contract shall continue in full
- force and effect without any loan contingencies. 77

Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or 78

closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this 79

paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the 80

- Man is conditioned on the sale and/or closing of Buyer's existing real estate... 81
- 82 9. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer:
- 83 [check one] has not received a completed Illinois Residential Real Property Disclosure;
- 84 [check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home";
- 85 [check one] has has not received a Lead-Based Paint Disclosure;
- [check one] has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions"; 86

Buyer Initial Buyer Initial	Seller Initial	Seller Initial	
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87 [check one] has has not received the Disclosure of Information on Radon Hazards.

PRORATIONS: Proratable items shall include without limitation, rents and deposits (if any) from tenants;
 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and
 Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller

92 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$______
93 per ______ (and, if applicable Master/Umbrella Association fees are \$______

(and, if applicable Master/Umbrella Association fees are \$_____ _ per _). 94 Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity) 95 confirmed prior to the Date of Acceptance. Special Assessment Area or Special Service Area installments due after the year of Closing shall not be proratable items and shall be paid by Buyer. The general Real Estate taxes 96 shall be prorated as of the date of Closing based on 110 % of the most recent ascertainable full year tax bill. All 97 prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent 98 ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior 99 deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the 100 101 appropriate governmental entity, before or after Closing, to preserve said exemption(s). The requirements of 102 this Paragraph shall survive the Closing.

103 11. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
 Parties, by Notice, may:

- 105 a) Approve this Contract; or
- 106 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- 107 c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of
 108 Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed
 109 modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract
 110 shall be null and void; or
- d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may
 declare this Contract null and void and this Contract shall remain in full force and effect.

113 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 11 c). If Notice is not

served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

116 12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: Buyer may conduct at Buyer's expense (unless 117 otherwise provided by governmental regulations) any or all of the following inspections of the Real Estate by 118 one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based 119 paint hazards or wood-destroying insect infestation.

a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects 120 and are not a part of this contingency. The fact that a functioning major component may be at the end of 121 its useful life shall not render such component defective for purposes of this paragraph. Buyer shall 122 indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of 123 negligence of Buyer or any person performing any inspection. The home inspection shall cover only the 124 125 major components of the Real Estate, including but not limited to central heating system(s), central cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, 126 127 appliances and foundation. A major component shall be deemed to be in operating condition if it performs 128 the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. If 129 radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial Buyer Initial	Seller Initial	Seller Initial	
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b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for which
Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection reports
within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard
inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance
written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either
Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be
null and void.

c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Said Notice
 shall not include any portion of the inspection reports unless requested by Seller.

d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
 waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain
 in full force and effect.

144 13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an

Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after the Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice

with proof of same to Seller within time specified, this Contract shall be null and void. If Notice is not

served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract

- 149 shall remain in full force and effect.
- 150 14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is

151 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to

152 Seller within ten (10) Business Days after the Date of Acceptance or by the time specified in Paragraph 8 b),

153 whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full

154 force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property

155 Disclosure Act.

156 15. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: (If applicable) The Parties agree that the terms

157 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any 158 conflicting terms.

- a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions
 of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCDs") and all
 amendments; public and utility easements including any easements established by or implied from the
- Declaration/CCRs or amendments thereto; party wall rights and agreements: limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general
- 164 assessments established pursuant to the Declaration/CCRs.
- b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all
 special assessments confirmed prior to the Date of Acceptance.
- 167 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
 168 the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement
- 169 relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.
- d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but
- 171 upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but 172 no later than the time period provided for by law. This Contract is subject to the condition that Seller be able

Buyer Initial Buyer Initial	Seller Initial	Seller Initial
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- to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to
 purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal
 appearance of Buyer or additional documentation, Buyer agrees to comply with same.
- e) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or
- 179 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
- Buyer may declare this Contract null and world by giving Seller Notice within five (5) Business Days after the receipt of the documents and information required by this Paragraph, listing those deficiencies which are
- 182 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have
- 183 waived this contingency, and this Contract shall remain in full force and effect.
- 184 f) Sellershall not be obligated to provide a condominium survey.
- 185 g- Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

186 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's Designated grantee good and 187 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the 188 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller 189 (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject 190 only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they 191 do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and 192 neuroble at the time of Cleaine.

192 payable at the time of Closing.

• •

193 17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:

a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required
 by municipal ordinance shall be paid by the Party designated in such ordinance.

b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within 199 200 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by 201 a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, 202 subject only to items listed in Paragraph 16. The requirement to provide extended coverage shall not apply if the 203 Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence 204 of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title 205 commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other 206 survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or 207 encroachments removed, or have the title insurer commit to either insure against loss or damage that may 208 result from such exceptions or survey matters or insure against any court-ordered removal of the 209 encroachments. If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect 210 211 to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and 212 shall sign any other customary forms required for issuance of an ALTA Insurance Policy. 213

PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
 condominium (see Paragraph 15) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of

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216 Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more 217 than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of 218 219 improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set 220 monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked 221 or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a 222 223 boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior to delivery of the deed the 224 225 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by 226 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the 227 228 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace 229 230 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois 231 shall be applicable to this Contract, except as modified by this paragraph.

232 21. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean 233 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real 234 Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, 235 fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and 236 included Personal Property are in substantially the same condition as of the Date of Acceptance, normal wear 237 and tear excepted.

238 22. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for 239 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at 240 241 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after 242 243 proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess 244 245 promptly upon demand.

23. SELLER REPRESENTATIONS: Seller's representations contained in this paragraph shall survive the Closing.
 Seller represents that with respect to the Real Estate Seller has no knowledge of nor has Seller received any
 written notice from any association or governmental entity regarding:

- a) zoning, building, fire or health code violations that have not been corrected;
- 250 b) any pending rezoning;

. .

- 251 c) boundary line disputes;
- 252 d) any pending condemnation or Eminent Domain proceeding;
- 253 e) easements or claims of easements not shown on the public records;
- 254 f) any hazardous waste on the Real Estate;
- 255 g) any improvements to the Real Estate for which the required initial and final permits were not obtained;
- 256 h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
- 257 i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.
- 258 Seller further represents that:

Buyer Initial Buyer Initial	Seller Initial	Seller Initial	
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259 [Initials] _____ There [check one] is vis not a pending or unconfirmed special assessment
 260 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

The Real Estate [check one] is vis not located within a Special Assessment Area or Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs. All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters that require modification of the representations previously made in this Paragraph 23, Seller shall promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller and this Contract shall be null and void.

267 24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal
 268 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

25. FACSIMILE OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of 269 executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall 270 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be 271 produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable 272 digital signature may be produced by use of a qualified, established electronic security procedure mutually 273 agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually 274 acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating 275 276 the digital signature and sending same by electronic mail.

277 26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this 278 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money 279 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of 280 competent jurisdiction."

In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may elect to proceed as follows:

a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee
intends to disburse in the absence of any written objection. If no written objection is received by the date
indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice
to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest
Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a
court of competent jurisdiction.

b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds
deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable
attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to
reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify
Escrowee for additional costs and fees incurred in filing the Interpleader action.

- 297 27. NOTICE: Except as provided in Paragraph 32 c) 2) regarding the manner of service for "kick-out" Notices, all
 298 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
 299 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:
- 300 a) By personal delivery; or

••

Seller Initial _____ Seller Initial _____

301	b) B	y mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except
302	a	s otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
303	c) B	y facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
304	N	lotice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted
305	d	uring non-business hours, the effective date and time of Notice is the first hour of the next Business Day after
306		ansmission; or
307	d) B	y e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
308	a	ttorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
309	tr	ansmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective
310	d	ate and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may
311		pt out of future e-mail Notice by any form of Notice provided by this Contract; or
312	e) B	y commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
313	f¢	llowing deposit with the overnight delivery company.
314	28. P	ERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties
315	are fr	ee to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to
316	collec	t reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.
317	29. C	HOICE OF LAW AND GOOD FAITH: All terms and provisions of this Contract including but not limited to the
318	Attor	ney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and
319	are su	bject to the covenant of good faith and fair dealing implied in all Illinois contracts.
320	30. C	THER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties
321	and th	ne following additional attachments, if any:
322		
323		OPTIONAL PROVISIONS (Applicable ONLY if initialed by all Parties)
324	[Initials]	31. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously
325	conse	nted to (Licensee) acting as a Dual Agent in providing
326	broke	rage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the
327	transa	ction referred to in this Contract.
328		32. SALE OF BUYER'S REAL ESTATE:
329	a)_RE	EPRESENTATIONS ABOUT BUYER'S REALESTATE. Buyer represents to Seller as follows:
330	1)	Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:
331	n/a	
332	Addres	city other zip
333	2)	Buyer [check one] has has not entered into a contract to sell Buyer's real estate.
334		If Buyer has entered into a contract to sell Buyer's real estate, that contract:
335		a) [check one] is is not subject to a mortgage contingency.
336		b) [check one] is is not subject to a real estate sale contingency.
337	2)	c) [check one] is not subject to a real estate closing contingency.
338 339	3)	Buyer [check one] has has not listed Buyer's real estate for sale with a licensed real estate broker and in a local multiple listing service.
335 340	AL-	If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing
341		service, Buyer [check one]:
20 80000		

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Buyer Initial Buyer Initial	Seller Initial	Seller Initial	
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342	a)	- Local mendation land
343	listing service within five (5) Business Days after Date of Acceptance	Tocar municipation
344	[For information only] Broker:	
345	Broker's Address: Phone:	-
346	b) Does not intend to list said real estate for sale.	
347	b) CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:	
348	1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's	real estate th u t
349	is in full force and effect as of, 20 Such contract should provide	
350	date not later than the Closing Date set forth in this Contract. If Notice is served on or befo	re the date set
351	forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's r	eal estate this
352	Contract shall be null and void. If Notice that Buyer has not procured a contract for the s	the of Buyer's
353	real estate is not served on or before the close of business on the date set forth in this	subparagraph
354	Buyer shall be deemed to have waived all contingencies contained in this Paragraph	
355	Contract shall remain in full force and effect. (If this paragraph is used, then the following pa	aragraph must
356	be completed.)	magraph <u>mast</u>
357	 In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in 	Paragraph 32
358	b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of	of Buyer's real
359	estate prior to the execution of this Contract, this Contract is contingent upon Buyer closi	ng the sale of
360	Buyer's real estate on or before, 20, If Notice that Buyer has not of	losed the sale
361	of Buyer's real estate is served before the close of business on the next Business Day after	or the date set
362	forth in the preceding sentence, this Contract shall be null and void. If Notice is not server	d as described
363	in the preceding sentence, Buyer shall have deemed to have waived all contingencies con	tained in this
364	Paragraph 32, and this Contract shall remain in full force and effect.	named in diffs
365	3) If the contract for the sale of Buyer's real estate is terminated for any reason after the da	te set forth in
366	Paragraph 32 b) 1) (or after the date of this Contrast if no date is set forth in Paragraph 32 b) 1)) Buyer chall
367	within three (3) Business Days of such termination, notify Seller of said termination. Unless	Buyer as nart
368	of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d)	this Contract
369	shall be null and void as of the date of Notice. If Notice as required by this subparagraph	is not served
370	within the time specified, Buyer shall be in default under the terms of this Contract.	i is not served
371	c) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this	o contineer or
372	Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:	·
373	1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies	avprosed in
374	Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have	expressed in
375	hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32	
376	Paragraph 32 d).	b), subject to
377	 Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and 	shall be conved
378	on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such 'kick-out'	Notice should
379	be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such c	
380	shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient	
381	Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the follo	wing manner
382	A) By personal delivery effective at the time and date of personal delivery; or	while menuice
383	b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. I	Notice shall be
384	effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the	
10110	in a second day ronowing deposit of Notice in the	

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Buyer Initial Buyer Initial Address: 6705 Pershing Road, Stickney, IL 60402	Seller Initial	Seller Initial v6.1
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385	C) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M.
386	Chicago time on the next delivery day following deposit with the overnight delivery company,
387	whichever first occurs.
388	3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect.
389	4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by
390	Buyer, this Contract shall be null and void.
391	5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by
392	Paragraph 27 of this Contract.
393	6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or
394	representative.
395	d) WAIVER OF PARAGRAPH 32 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in
396	Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
397	money in the amount of \$ in the form of a cashier's or certified check within the time
398	specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be
399	deemed ineffective and this Contract shall be null and roid.
400	e) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations contained
401	in Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.
402	33. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entered
403	into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
404	
405	Contract shall be null and void Seller's notice to the purchaser under the prior contract should not be served
406	until after Attorney Review and Professional Inspections provisions of this Contract have expired, been
407	satisfied or waived.
408	34. HOME WARRANTY: Seller shall provide at no expense to Buyer a Home Warranty at a cost
409	of \$ Evidence of a fully pre-paid policy shall be delivered at Closing
410	35. CREDIT AT CLOSING: Provided Buyer's lender permits such credit to show on the HUD-1
411	Settlement Statement or Closing Disclosure, and if not, such lesser amount as the lender pennits, Seller agrees to
412	redit \$ to Buyer at Closing to be applied to prepaid expenses, closing costs or both-
413	36. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING
414	ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8
415 416	SHALL NOT APPLY [CHOOSE ONLY ONE]:
410	a) Transaction With No Mortgage (All Cash): If this selection is made, Buyer will pay at closing,
417	in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the
418	amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the
419	Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees
420	to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such
421	financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the
422	availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied
425	with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not that provents Runar from satisfying the balance due from R
424	intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a
425	material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally.
420	Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.
+21	croanie or Duyer's existing reat estate.

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428 b) Transaction, Mortgage Allowed: If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of 429 430 the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer, 431 that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the 432 above representation upon the reasonable request of Seller and to authorize the disclosure of such financial 433 information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and 434 promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but 435 not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or 436 437 minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner 438 of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon 439 Buyer obtaining financing. Buyer understands and agrees that, so long as Seller has fully complied with 440 Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional 441 or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee. Unless otherwise 442 443 provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's 444 existing real estate.

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 445
 37. VA OR FHA FINANCING: If Buyer is seeking VA or FILA financing, required FILA or VA

 446
 amendments and disclosures shall be attached to this Contract. If VA, the Funding Fee, or if FHA, the Mortgage

 447
 Insurance Premium (MIP) shall be paid by Buyer and [check one] shall shall not be added to the mortgage loan amount.

448 38. WELL OR SANITARY SYSTEM INSPECTIONS: Seller shall obtain at Seller's expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria 449 and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental 450 451 Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply and the private sanitary system are in operating condition with no 452 453 defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that 454 if the cost of remedying a defect or deficiency and the cost of landscaping together exceed \$3,000.00, and if the Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by 455 either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report 456 recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a 457 mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to 458 Closing Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to 459 Closing. 460

461 ______ **39. WOOD DESTROYING INFESTATION**: Notwithstanding the provisions of Paragraph 12, 462 within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written 463 report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the 464 appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of 465 active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the 466 report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business 467 Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

468	40. POST CLOSING POSSESSION: Possession shall be delivered no later than 11:59 P.M. on the
469	date that is days after the date of Closing ("the Possession Date"). Seller shall be responsible for all
470	utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall-

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471	1 deposit in eccrow-at Closing with	[check one] one percent (1%)				
472						
473	a) The sum of \$ per day for use	and occupancy from and including the day after Closing to				
474						
475		aily amount set forth herein shall be paid for each day after				
476	1 0 1	Seller remains in possession of the Real Estate; and				
477		ssion and provided that the terms of Paragraph 21 have been				
478 479	sanshed. Seller's hability under this paragraph sh	all not be limited to the amount of the possession escrow				
		red to create a Landlord/Tenant-relationship between the Parties.				
480	41. "AS IS" CONDITION: This Cor	tract is for the sale and purchase of the Real Estate in its "As				
481	L Is" condition as of the Date of Offer. Buyer acknowle	dges that no representations, warranties or guarantees with				
482		nade by Seller or Seller's Designated Agent other than those				
483		onduct an inspection at Buyer's expense. In that event, Seller				
484	, I	or at reasonable times. Buyer shall indemnify Seller and hold				
485 486	b seller namiliess from and against any loss or damag	e caused by the acts of negligence of Buyer or any person action reveals that the condition of the Real Estate is				
487	unaccentable to Buyer and Buyer so notifies Seller x	vithin five (5) Business Days after the Date of Acceptance,				
488	this Contract shall be null and void. Buyer's notice	SHALL NOT include a copy of the inspection report, and				
489		report to Seller absent Seller's written request for same.				
490		spection operates as a waiver of Buyer's right to terminate				
491		shall remain in full force and effect. Buyer acknowledges				
492						
493	42. SPECIFIED PARTY APPROVA	L: This Contract is contingent upon the approval of the Real				
494	Estate by the Corporate Quanorihi	is of the Village of Stickney, IL				
495	Buyer's Specified Party, within five (5) Business Days	after the Date of Acceptance. In the event Buyer's Specified				
496	Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall					
497	be null and void. If Notice is not served within the time specified, this provision shall be deemed waived by the					
498	Parties and this Contract shall remain in full force and e	:ffect.				
499	43. INTEREST BEARING ACCO	OUNT: Earnest money (with a completed W-9 and other				
500	required forms), shall be held in a federally insured in	nterest bearing account at a financial institution designated				
501	by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. Buyer					
502		of to exceed \$100) charged for setting up the account. In				
503		o close the account no sooner than ten (10) Business Days				
504	prior to the anticipated Closing date.					
505	44. MISCELLANEOUS PROVISION	IS: Buyer's and Seller's obligations are contingent upon the				
506	5 I 8	sistent with the terms and conditions set forth herein, and				
507	with such additional terms as either Party may deem necessary,	providing for one or more of the following [check applicable boxes]:				
508	Articles of Agreement for Deed	of Seller's Mortgage Commercial/Investment				
509		Apartment New Construction				
510	Short Sale	d Exchange 🔽 Vacant Land				

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511 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

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8/7/2018 Date of Offer			DATE OF ACCEPTANCE				
Buyer Signature			Seller Signature				
				Company of Branching			
Buyer Signature			Seller Signature				
Village Of Stickne		k, Mayo	or	Karen Smuda			
Print Buyer(s) Name(s) [1 6533 Pershing Ro				Print Seller(s) Name(s) [Requine 8020 N. Osceola	redj		
Address				Address			
Stickney,	<u>IL</u>	6040	2	Niles,	IL	6071	4
City 708-749-4400	State		Zip	City	State		Zip
Phone	E-mail			Phone	E-mail		
			FOR INFO	RMATION ONLY			
RE/MAX Partners	4033	5		RE/MAX Partners	40335		
Buyer's Brokerage 6420 Cermak	MLS # Berwyn		te License # 0402	Seller's Brokerage 6420 Cermak	MLS # Berwyn	State L. 6040	
Address	City	Zip	2	Address	City	Zip	
Alicia (ALI) Snyde				Frank Vomacka	409917		
Buyer's Designated Agen 708-514-4949	t MLS #	Sta	te License #	Seller's Designated Agent 312-303-4051	MLS #	State L	icense
Phone		Fax		Phone		Fax	
E-mail				E-mail			
Buyer's Attorney		E-mail		Seller's Attorney		E-mail	
Address	City	State	Zip	Address	City	State	Zip
Phone		Fax		Phone		Fax	
Mortgage Company		Phone		Homeowner's/Condo Associa	tion (if any) Phone		
Loan Officer		Phone/F	ax	Management Co./Other Conta	ict	Phone	
Loan Officer E-mail			Management Co./Other Conta	act E-mail			
Illinois Real Estate Licens	e Law requires all o	ffers be p	resented in a	timely manner; Buyer requests	verification that this	offerwa	5 171795
Seller rejection: This offe	r was presented to	Seller on	L	, 20 at: A			-
© 2015, Illinois Real Estate Laurye				cation or alteration of this form or an	u nortion themat is maked	nited Office	I from
<u>wanv.ircla.org</u> (website of Illinois Red McHenry County Bar Association - 1	l Estate Lawyers Associatio Vorthwest Suburban Bar As	n). A pproved sociation • Wi	by the following o ill County Bar Ass	rganizations, September 2015: Minois Real E sociation · Belvidere Board of REALTORS® · .TORS® · Kankakee-Iroquois-Ford County	state Lawyers Association - D Chicago Association of REAL	uPage Coun TORS® · Hea	ty Bar A rtland R

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