

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

**CITY COUNCIL MEETING
MONDAY, NOVEMBER 20, 2017 - 7:00 P.M.
475 MAIN STREET, WEST CHICAGO, ILLINOIS**

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Invocation**
4. **Roll Call and Establishment of a Quorum**
5. **Public Participation**

The opportunity to speak to the City Council is provided for those who have a question or comment on an agenda item or a City of West Chicago issue. The City Council appreciates hearing from our residents and your thoughts and questions are valued. The City Council strives to make the best decisions for the City and public input is very helpful.

Respect for the duties of the City Council and for the democratic process will be adhered to – in this regard, civility and a sense of decorum will be strictly followed. All speakers must address their comments to the Mayor. Comments that are personally condescending will not be permitted. Speakers shall be courteous and should not make statements that are personally disrespectful to members of the City Council or City staff.

Please use the podium in the center aisle as the proceedings are videotaped. Please announce your name and address (if acceptable) before commencing – all public comments are limited to three (3) minutes and each citizen will be permitted to speak only once. It is the City Council's policy not to engage in dialogue during Public Comment. Any questions raised will be addressed by City staff or an elected official outside of the City Council meeting.

A. Proclamation: Support of Illinois Bicentennial Celebrations

6. **City Council Meeting Minutes of November 6, 2017**
7. **Corporate Disbursement Report
- November 20, 2017 (\$616,026.41)**

475 Main Street
West Chicago, Illinois
60185

T (630) 293-2200
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www.westchicago.org

Ruben Pineda
MAYOR
Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

8. **Consent Agenda – Consideration of an Omnibus Vote:**

- **Items Not Sent to Committee:**

- A. **Ordinance No. 17-O-0044** – Amending Section 6.1 of Appendix G of the City Code – Commuter Parking Fees.

- **Finance Committee**

- B. **Ordinance No. 17-O-0042** – An Ordinance Declaring It Necessary or Convenient for the City of West Chicago to Acquire for Its Use and Occupancy Certain Real Property Commonly Identified as 509 Church Street, Owned by the West Chicago Fire Protection District.

- C. **Resolution No. 17-R-0071** – A Resolution Urging the Governor to Veto Senate Bill 1451.

9. **Reports by Committees**

10. **Unfinished Business**

11. **New Business**

12. **Correspondence and Announcements**

Upcoming Meetings

November 21, 2017	Plan Commission/Zoning Board of Appeals (cancelled)
November 23, 2017	Finance Committee (cancelled)
November 27, 2017	Public Affairs Committee
November 28, 2017	Historical Preservation Commission

13. **Mayor's Comments**

14. **Executive Session**

- A. Land Acquisition – 5 ILCS 120/2 (C) (5) (6)

- B. Litigation – 5 ILCS 120/2 (C) (11)

- C. Personnel Matters – 5 ILCS 120/2 (C) (1)

- D. Review of Official Record – 5 ILCS 120/2 (C) (21)

15. **Items to be Referred for Final Action from Executive Session.**

16. **Adjournment**

CITY OF WEST CHICAGO – 475 Main Street
CITY COUNCIL MINUTES
Regular Meeting
November 6, 2017

1. **Call to Order.** Mayor Ruben Pineda called the meeting to order at 7:00 pm.
2. **Pledge of Allegiance to the Flag.** Alderman Beifuss led all in the pledge of allegiance.
3. **Invocation.** The City Clerk gave the invocation.
4. **Roll Call and Establishment of a Quorum.**

Roll Call found Aldermen Lori J. Chassee, James E. Beifuss, Jr., Heather Brown, Jayme Sheahan, Michael D. Ferguson, Alton Hallett, Sandy Dimas, Melissa Birch-Ferguson, Kurt Meissner, George L. Garcia, Rebecca Stout, Bonnie A. Gagliardi, and Noreen Ligino-Kubinski present. The Mayor announced a quorum.

City Clerk Nancy M. Smith was also present.

Also in attendance were City Attorney Patrick K. Bond, Public Works Director Rob Flatter, City Administrator Michael L. Guttman, and Chief of Police Mike Uplegger.

5. **Public Participation.**

A. Proclamation: World Pancreatic Cancer Day. Mayor Pineda read the Proclamation in which he summarized the devastation of pancreatic cancer and designated November 16th as "World Pancreatic Cancer Day" in the City of West Chicago.

The following person spoke during regular Public Participation:

Kurt Jaros, 501 Joliet Street, West Chicago, spoke in opposition to the dog barking ordinance. He said last week on his front lawn a robbery occurred and he wouldn't have noticed it but for his barking dog in the back. He looked out and saw a man with a gun. So because of his dog barking, he saw the situation and called 911. He didn't know what would have happened if he hadn't heard his dog barking so he is very grateful for his loyal dog. He felt the ordinance was vague. He also said he had a letter from his neighbors, James and Sharon Miner, who also are opposed to this ordinance. Mr. Jaros entreated the Council to go back to the drawing board, and maybe have a time limit of 30 minutes. He felt we should talk to our neighbors instead of having regulations.

6. City Council Meeting Minutes – October 16, 2017. Alderman Hallett made a motion, seconded by Alderman Ferguson, to approve the minutes of October 16, 2017, with no changes. Voting Aye: Aldermen Beifuss, Brown, Sheahan, Ferguson, Hallett, Dimas, Meissner, Garcia, Stout, Gagliardi, and Ligino-Kubinski. Voting Nay: 0. Aldermen Chassee and Birch-Ferguson abstained. Motion carried.

7. Corporate Disbursement Report. Alderman Dimas made a motion, seconded by Alderman Chassee, to approve the November 6, 2017, Corporate Disbursement Report in the amount of \$1,213,849.29. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Ferguson, Hallett, Dimas, Birch-Ferguson, Meissner, Garcia, Stout, Gagliardi, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

8. **Consent Agenda – Consideration of an Omnibus Vote.**

* **Infrastructure Committee:** Alderman Beifuss read and explained the following items:

A. Waive – Competitive Bidding and Approve the Purchase of Thawrox Deicer from Compass Minerals America, Inc., for the 2017-2018 Winter Season (for an amount not to exceed \$101,985.00)

B. Resolution 17-R-0062 – A Resolution Authorizing the Mayor to Execute a Contract with Mississippi Lime Company for the Procurement of Rotary Hydrated Lime for FY 2018 (for an amount not to exceed \$332,405.00)

C. Resolution 17-R-0063 – A Resolution Authorizing the Mayor to Execute a Contract with Alexander Chemical Company for the Procurement of Liquid Sodium Hypochlorite for FY 2018 (for an amount not to exceed \$53,040.00)

D. Resolution 17-R-0065 – A Resolution Authorizing the Mayor to Execute a Contract with MacCARB, Inc. for the Procurement of Liquid Carbon Dioxide for FY 2018 (for an amount not to exceed \$37,500.00)

E. Resolution 17-R-0066 – A Resolution Authorizing the Mayor to Execute an Agreement Pursuant to the Illinois Adopt-A-Highway Act between the City of West Chicago and Ball Horticultural Company for Maintenance of Roosevelt Road (Illinois Route 38) between Town Road and Washington Street

F. Resolution 17-R-0067 – A Resolution Authorizing the Mayor to Execute a Contract Agreement with Open Works for Professional Custodial Services (for an amount not to exceed \$73,464.00)

G. Resolution 17-R-0068 – A Resolution Authorizing the Mayor to Execute an Agreement with Operations Management International, Inc. for the Management and Operation of the City's Regional Wastewater Treatment Plant during Fiscal Years 2018-2027 (for an amount not to exceed \$2,730,700.00 in 2018)

Alderman Beifuss made a motion, seconded by Alderman Brown, to approve the above items. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Ferguson, Hallett, Dimas, Birch-Ferguson, Meissner, Garcia, Stout, Gagliardi, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

* **Public Affairs Committee:** Alderman Chassee read and explained the following item:

H. Ordinance 17-O-0040 – An Ordinance Amending Chapter 9, Article XXI, Alarms, of the City of West Chicago Code of Ordinances

Alderman Chassee made a motion, seconded by Alderman Birch-Ferguson, to adopt the above item. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Ferguson, Hallett, Dimas, Birch-Ferguson, Meissner, Garcia, Stout, Gagliardi, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

* **Items Not Sent to Committee:** Mayor Pineda read and explained the following items:

I. Resolution 17-R-0061 – A Resolution Authorizing the Mayor to Accept a Plat of Easement for Watermain at 2500 Enterprise Circle – DS Container

J. Resolution 17-R-0064 – A Resolution Authorizing the Mayor to Accept a Plat of Easement for Public Utilities at 621 and 629 W. Washington Street – American Roofing and The Crusher

Alderman Dimas made a motion, seconded by Alderman Stout, to adopt the above items. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Ferguson, Hallett, Dimas, Birch-Ferguson, Meissner, Garcia, Stout, Gagliardi, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

9. Reports by Committees: The Mayor read the following items:

A. Ordinance 17-O-0032 – An Ordinance Approving the City of West Chicago Roosevelt/Fabyan Tax Increment Redevelopment Plan and Project

B. Ordinance 17-O-0033 – An Ordinance Designating the City of West Chicago TIF Redevelopment Project Area, in Connection with the Approval of the Roosevelt/Fabyan Redevelopment Plan and Project

C. Ordinance 17-O-0034 – An Ordinance Adopting Tax Increment Financing for the City of West Chicago, DuPage County, Illinois, in Connection with the Designation of the City of West Chicago Roosevelt/Fabyan TIF Redevelopment Project Area

Alderman Stout made a motion, seconded by Alderman Birch-Ferguson, to table Items 9.A, 9.B, and 9.C until the December 4, 2017, City Council meeting. Voting Aye: Aldermen Chassee, Beifuss, Brown, Sheahan, Ferguson, Hallett, Dimas, Birch-Ferguson, Meissner, Garcia, Stout, Gagliardi, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

D. Ordinance 17-O-0041 – An Ordinance Amending Chapter 11, Article II, Division 6, Animal Control and Care, of the West Chicago Code of Ordinances

Alderman Chassee made a motion, seconded by Alderman Dimas to adopt Ordinance 17-O-0041. During discussion, Alderman Brown said she thought the wording was vague, and this item should go back to the Public Affairs Committee for further discussion to better define disturbing noises, time limits, and number of people complaining. Alderman Ferguson

agreed. Alderman Brown then made a motion, seconded by Alderman Ferguson, to table this item until after the Public Affairs Committee meeting. Voting Aye: Aldermen Beifuss, Brown, Sheahan, Ferguson, Dimas, Meissner, Garcia, Stout, Gagliardi, and Ligino-Kubinski. Voting Nay: Aldermen Chassee, Hallett, and Birch-Ferguson. Motion carried.

10. Unfinished Business. None

11. New Business. None

12. Correspondence and Announcements.

Upcoming Meetings

- | | |
|---------------------|-----------------------------------------------------|
| - November 7, 2017 | Plan Commission/Zoning Board of Appeals (cancelled) |
| - November 13, 2017 | Development Committee |

Alderman Chassee announced that the Lions Club is collecting new and gently worn coats to be distributed within the community. Boxes are located at City Hall, Ball Seed, and various other places. She urged people to turn in their coats that they're not wearing so someone else could.

The City Clerk announced that the combined American Legion/VFW Veterans Day Services would be held at the West Chicago American Legion, 123 Main Street, starting at 10:30 a.m. on November 11, 2017. The public is invited and encouraged to attend. There will be a light luncheon following the ceremony.

The City Clerk said she had two tickets left for the Municipal Clerks of Illinois fundraiser.

The City Clerk announced that Mary Nelis has passed away. She was 95 and spent her life doing good deeds. She was a past president of both the American Legion and VFW Auxiliaries, and a life-long member of the VFW National Home. She will be missed.

13. Mayor's Comments. The Mayor said he had a very busy week-end. There was a ribbon-cutting, senior leaf raking with about 25 volunteers, and he attended the Methodist Church's annual Christmas bazaar and luncheon for the first time. He said it was wonderful sitting there talking to old timers of West Chicago. Speedway will be having a ribbon cutting ceremony, and there is going to be another new restaurant. There are a lot of exciting things happening in West Chicago.

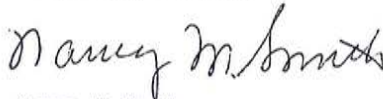
The Mayor said he will be speaking this Saturday at the Veterans Day observance at the American Legion. He said it is an honor.

14. Executive Session. There was no executive session.

15. Items to be Referred for Final Action from Executive Session. Not applicable.

16. Adjournment. At 7:30 p.m., Alderman Chassee made a motion, seconded by Alderman Stout, to adjourn. Motion was carried by voice vote.

Respectfully submitted,



Nancy M. Smith
City Clerk

CITY OF WEST CHICAGO

FINANCE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance No. 17-O-0044 – Amending Section 6.1 of
Appendix G of the City Code – Commuter Parking Fees

AGENDA ITEM NUMBER:8A**FILE NUMBER:****COMMITTEE AGENDA DATE: 3/23/17****COUNCIL AGENDA DATE: 11/20/17****STAFF REVIEW:****SIGNATURE** _____**APPROVED BY CITY ADMINISTRATOR:****SIGNATURE** _____**ITEM SUMMARY:**

At its March 2017 meeting, the Finance Committee directed staff to pursue up to a 50 cents increase in the daily parking rate at the commuter lot to offset the costs of future capital improvements as well as to take into account the bank fees the City was not incurring for adding the use of credit cards for payment as an added convenience to its customers.

Metra has approved only a 25 cent increase, per its practice, and indicates that the City may pursue the other 25 cent increase in a year. Attached are the documents sent to Metra, as well as the approval letter.

So that the City may provide notice to its customers of this increase, this item is being presented for approval prior to the 2018 Budget consideration, so that the rate becomes effective on January 2, 2018.

STAFF RECOMMENDATION:

Staff recommends adoption of Ordinance No. 17-O-0044.

COMMITTEE RECOMMENDATION:

The Finance Committee unanimously recommended approval of an increase at its March 2017 meeting.

ORDINANCE NO. 17-O-0044

AN ORDINANCE AMENDING SECTION 6.1 OF APPENDIX G OF THE CODE OF ORDINANCES
OF THE CITY OF WEST CHICAGO – COMMUTER PARKING LOT FEE

BE IT ORDAINED by the City Council of the City of West Chicago, DuPage County, Illinois, in
regular session assembled as follows:

Section 1. That Section 6.1 of Appendix G of the City Code of the City of West Chicago is hereby
amended to increase the cost per day to park at the commuter parking lots from \$1.50 to \$1.75.

Section 2. That all ordinances and resolutions, or parts thereof in conflict with the provisions of this
Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its adoption, approval and
publication as provided by law.

Alderman L. Chassee	_____	Alderman J. Beifuss	_____
Alderman J. Sheahan	_____	Alderman Heather Brown	_____
Alderman A. Hallett	_____	Alderman Michael Ferguson	_____
Alderman M. Ferguson	_____	Alderman S. Dimas	_____
Alderman K. Meissner	_____	Alderman Ward 5 (Vacant)	_____
Alderman G. Garcia	_____	Alderman R. Stout	_____
Alderman B. Gagliardi	_____	Alderman N. Ligino-Kubinski	_____

APPROVED as to form: _____
City Attorney

APPROVED this 4th day of December, 2017.

Mayor Ruben Pineda

ATTEST:

Nancy M. Smith, City Clerk

PUBLISHED: _____



547 W. Jackson Boulevard, Chicago, IL 60661

312-322-6900

metrarail.com

Mr. Michael Guttman
City Administrator
City of West Chicago
475 Main Street
West Chicago, Illinois 60185

Dear Mr. Guttman:

I am in receipt of your request to increase commuter parking fees at the West Chicago Metra station. Your request to increase the daily fee from \$1.50 to \$1.75 is approved after reviewing your supporting documentation. Your request for additional fees for future needs can be reviewed again in 2018. I do think Demetri Skoufis' comments regarding holding off on the landscaping replacement until the platform work is complete bears merit.

Please let us know what date you choose as a start date for the fee increase so we can update our commuter parking inventory data.

Metra would like to thank you for your professional management of the commuter parking facility. Partnerships are important to us and we value your commitment to public transportation. If you have any questions, please contact your community representative, Demetri Skoufis at (312) 322-6754 or via email at dskoufis@metrarr.com.

Sincerely

A handwritten signature in blue ink, which appears to read "Lynne Corrao", is written over the word "Sincerely".

Lynne Corrao
Director
Government Affairs

cc: Demetri Skoufis
David Kralik

Michael Guttman

From: Michael Guttman
Sent: Sunday, August 20, 2017 9:01 AM
To: Demetrios Skoufis (dskoufis@metrarr.com)
Cc: Linda Martin
Subject: Request for a Rate Increase - West Chicago Commuter Parking Lots
Attachments: doc01293520170817115223.pdf

Demetri,

Thank you for guiding me through the process of requesting a rate increase earlier this year; I understand that METRA policy limits increases to \$0.25 at a time, so the City will reduce its request at this time in deference to such (although the City really needs \$0.50 as you will see below). Attached are the City's supporting documentation showing the condition of our Commuter Parking Fund and to support the City's request to increase the daily parking rate from \$1.50 to \$1.75 per day.

- (1) Unrestricted net assets are at \$295,162, and after the 2017 projects are completed (listed in #2), there is little cash available and liquid in the Fund.
- (2) This year the City has already replaced the security cameras in the station and covering the three lots (approximately \$79,000), and is looking to add four security cameras in the tunnel (Metra is graciously helping pay \$10,000 for this project), replace the dead and underperforming landscaping (\$40,000), as well as repair and resurface two of the three parking lots (\$60,000). The repair/resurfacing project actually costs near \$200,000 to do it right, but the City can only afford to address the worst parts of the lots at this time (e.g. the drive aisles). Improvements to the third parking lot will need to be postponed longer than they should.
- (3) Earlier this year, the City installed equipment to allow the use of credit cards to pay for the parking spaces; the annual maintenance fee for having this added convenience for our customers is about \$4,000 annually (four machines). The City is also bearing the service fees associated with the credit card usage (\$7,000-\$8,000 annually), putting our net position lower than last year from the start.

Also, other municipalities' rates along the Union Pacific West line range from \$1.00/day to \$2.50/day, with the average fee equaling \$1.64/day, and the average rate along the BNSF Railway is at \$2.56/day, with the most common charge being \$3.00/day). The City of West Chicago's request for an increase appears reasonable when comparing such to our municipal competition.

I appreciate Metra's consideration of this request. Please let me know if you have any questions or would like additional information to evaluate the City of West Chicago's request.

Michael Guttman
City Administrator
(630) 293-2205 x152

CITY OF WEST CHICAGO, ILLINOIS

Commuter Parking - Enterprise

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2016**

	Budget		Actual
	Original	Final	
Operating Revenues			
Charges for Services			
Parking Fees	\$ 65,500	\$ 65,500	\$ 81,882
Licenses and Permits			
Parking Permits	60,000	60,000	58,095
Total Operating Revenues	<u>125,500</u>	<u>125,500</u>	<u>139,977</u>
Operating Expenses			
Operations	228,200	228,200	73,668
Depreciation	-	-	26,267
Total Operating Expenses	<u>228,200</u>	<u>228,200</u>	<u>99,935</u>
Operating Income (Loss)	(102,700)	(102,700)	40,042
Nonoperating Revenues			
Interest Income	-	-	2
Change in Net Position	<u>\$ (102,700)</u>	<u>\$ (102,700)</u>	40,044
Net Position - Beginning			<u>492,831</u>
Net Position - Ending			<u>\$ 532,875</u>

CITY OF WEST CHICAGO, ILLINOIS

Commuter Parking - Enterprise

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2015

	Budget		Actual
	Original	Final	
Operating Revenues			
Charges for Services			
Parking Fees	\$ 70,800	\$ 70,800	\$ 79,860
Licenses and Permits			
Parking Permits	60,000	60,000	59,775
Total Operating Revenues	<u>130,800</u>	<u>130,800</u>	<u>139,635</u>
Operating Expenses			
Operations	220,400	220,400	65,715
Depreciation	-	-	26,270
Total Operating Expenses	<u>220,400</u>	<u>220,400</u>	<u>91,985</u>
Operating Income (Loss)	(89,600)	(89,600)	47,650
Nonoperating Revenues			
Interest Income	-	-	1
Change in Net Position	<u>\$ (89,600)</u>	<u>\$ (89,600)</u>	47,651
Net Position - Beginning as Restated			<u>445,180</u>
Net Position - Ending			<u>\$ 492,831</u>

CITY OF WEST CHICAGO, ILLINOIS

Commuter Parking - Enterprise

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2014**

	Budget		Actual
	Original	Final	
Operating Revenues			
Charges for Services			
Parking Fees	\$ 70,800	\$ 70,800	\$ 77,222
Licenses and Permits			
Parking Permits	60,000	60,000	59,925
Total Operating Revenues	<u>130,800</u>	<u>130,800</u>	<u>137,147</u>
Operating Expenses			
Operations	233,100	233,100	114,161
Depreciation	-	-	26,270
Total Operating Expenses	<u>233,100</u>	<u>233,100</u>	<u>140,431</u>
Operating Income (Loss)	(102,300)	(102,300)	(3,284)
Nonoperating Revenues			
Interest Income	-	-	2
Change in Net Position	<u>\$ (102,300)</u>	<u>\$ (102,300)</u>	(3,282)
Net Position - Beginning as Restated			<u>450,951</u>
Net Position - Ending			<u>\$ 447,669</u>

CITY OF WEST CHICAGO, ILLINOIS

Commuter Parking - Enterprise

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual For the Fiscal Year Ended December 31, 2013

	Budget		Actual
	Original	Final	
Operating Revenues			
Charges for Services			
Parking Fees	\$ 60,400	\$ 60,400	\$ 70,365
Licenses and Permits			
Parking Permits	62,000	62,000	61,448
Total Operating Revenues	122,400	122,400	131,813
Operating Expenses			
Operations	117,300	117,300	59,519
Depreciation	-	-	25,229
Total Operating Expenses	117,300	117,300	84,748
Operating Income	5,100	5,100	47,065
Nonoperating Revenues			
Interest Income	100	100	3
Change in Net Position	\$ 5,200	\$ 5,200	47,068
Net Position - Beginning			367,797
Net Position - Ending			\$ 414,865

Union Pacific West

Fare Zone	Station ID	Station	Municipality	Daily Fee	Monthly Fee	Quarterly Fee	Semi-Annual Fee	Annual Fee	# of Spaces		
									Daily	Swing	Permit
B	11085	Oak Park	Oak Park	-	-	160.00	-	-	-	-	73
				-	-	165.00	-	-	-	-	70
	11097	River Forest	River Forest	2.50	-	-	-	-	129	-	-
				-	45.00	-	-	-	-	-	82
C	11105	Maywood	Maywood	-	-	-	-	-	88	-	-
	11113	Melrose Park	Melrose Park	-	-	-	-	-	48	-	-
	11126	Bellwood	Bellwood	1.00	-	-	-	-	194	-	-
	11143	Berkeley	Berkeley	1.00	-	-	-	-	125	-	-
D	11157	Elmhurst	Elmhurst	2.00	-	-	-	-	409	-	-
				2.00	35.00	105.00	-	400.00	358	-	414
				-	-	-	-	-	-	-	-
				-	35.00	105.00	-	400.00	-	-	66
	11178	Villa Park	Villa Park	1.50	-	-	-	-	181	-	-
				1.50	-	82.50	-	-	95	-	220
	11199	Lombard	Lombard	1.25	-	-	-	-	205	-	-
				1.25	-	75.00	-	-	44	-	145
				-	-	75.00	-	-	-	-	133
				-	-	150.00	-	-	-	-	9
E	11224	Glen Ellyn	Glen Ellyn	2.00	-	-	-	-	235	-	-
				-	-	-	-	280.00	-	-	277
				-	-	-	-	340.00	-	-	214
	11238	College Avenue	Wheaton	1.50	-	-	-	-	287	-	-
				-	-	-	-	-	39	-	-
				-	-	60.00	-	-	-	-	271
	11250	Wheaton	Wheaton	1.50	-	-	-	-	63	-	-
				1.50	-	60.00	-	-	37	-	310
				1.50	34.00	-	-	-	-	291	-
				-	-	-	-	-	16	-	-
F	11275	Winfield	Winfield	2.50	-	-	-	-	234	-	-
				-	-	120.00	-	-	-	-	119
	11300	West Chicago	West Chicago	1.50	-	-	-	-	299	-	-
H	11355	Geneva	Geneva	-	-	90.00	-	-	-	-	170
				1.75	-	-	-	-	158	-	-
				2.00	-	-	-	-	536	-	-
I	11409	La Fox	Unincorporated	-	-	100.00	-	-	-	-	468
				1.50	30.00	-	-	-	-	300	-
	11436	Elburn	Elburn	1.50	-	75.00	150.00	300.00	-	597	-
Grand Total									3,780	1,188	3,041

UP-W Fee Summary

	Daily	Monthly	Quarterly	Semi-Annual	Annual
Minimum Fee	1.00	30.00	60.00	150.00	280.00
Maximum Fee	2.50	45.00	165.00	150.00	400.00
Average Fee	1.64	35.80	101.61	150.00	344.00
Mode Fee	1.50	35.00	75.00	150.00	400.00

BNSF Railway

Fare Zone	Station ID	Station	Municipality	Daily Fee	Monthly Fee	Quarterly Fee	Semi-Annual Fee	Annual Fee	# of Spaces		
									Daily	Swing	Permit
B	10070	Cicero	Cicero	1.25	-	-	-	-	308	-	-
	10091	LaVergne	Berwyn	3.00	-	100.00	-	375.00	29	-	143
	10096	Berwyn	Berwyn	3.00	-	-	-	-	6	-	-
				3.00	-	100.00	-	375.00	67	282	161
				-	-	100.00	-	375.00	-	-	18
	10101	Harlem Avenue	Berwyn	3.00	-	100.00	-	375.00	27	-	62
				-	-	100.00	-	375.00	-	-	65
C	10111	Riverside	Riverside	2.10	-	-	-	-	13	-	-
				2.10	-	105.00	-	-	51	-	75
				-	-	-	-	-	-	-	-
				-	-	105.00	-	-	-	-	25
	10118	Hollywood	Brookfield	-	30.00	90.00	-	-	-	-	49
	10123	Brookfield	Brookfield	1.50	-	-	-	-	73	-	-
				-	30.00	90.00	-	-	-	-	150
	10131	Congress Park	Brookfield	1.50	-	-	-	-	58	-	-
				-	30.00	90.00	-	-	-	-	30
	10138	La Grange Road	LaGrange	3.00	-	-	-	-	70	-	-
				3.00	40.00	-	-	-	68	-	57
				-	30.00	-	-	-	-	-	154
	10142	Stone Avenue	LaGrange	3.00	-	-	-	-	48	-	-
				3.00	25.00	-	-	-	18	-	160
				3.00	35.00	-	-	-	17	-	37
				-	35.00	-	-	-	-	-	26
				-	40.00	-	-	-	-	-	131
D	10155	Western Springs	Western Springs	2.00	-	-	-	-	80	-	-
				2.00	-	-	150.00	-	48	-	108
				-	-	-	150.00	-	-	-	139
				-	-	-	250.00	-	-	-	33
	10164	Highlands	Hinsdale	3.00	-	-	-	-	78	-	-
				-	-	-	280.00	-	-	-	10
	10169	Hinsdale	Hinsdale	3.00	-	-	-	-	69	-	-
				-	-	-	310.00	-	-	-	171
	10178	West Hinsdale	Hinsdale	3.00	-	-	-	-	66	-	-
				-	-	-	280.00	-	-	-	87
				-	-	-	-	-	-	-	-
	10183	Clarendon Hills	Clarendon Hills	3.00	-	-	-	-	22	-	-
				3.00	-	90.00	-	-	6	-	149
				-	-	90.00	-	-	-	-	30
				-	-	110.00	-	-	-	-	97
	10195	Westmont	Westmont	1.50	-	-	-	-	59	-	-
				2.00	-	75.00	-	-	54	-	188
				-	-	75.00	-	-	-	-	124
				-	-	90.00	-	-	-	-	33
				-	-	100.00	-	-	-	-	96

BNSF Railway

# of Spaces											
Fare Zone	Station ID	Station	Municipality	Daily Fee	Monthly Fee	Quarterly Fee	Semi-Annual Fee	Annual Fee	Daily	Swing	Permit
E	10204	Fairview Avenue	Downers Grove	3.00	-	-	-	-	26	-	-
				3.00		90.00	-	-	101	-	114
				-	-	90.00	-	-	-	-	39
	10212	Main Street	Downers Grove	3.00	-	-	-	-	518	-	-
				3.00		90.00	-	-	24	-	52
				-	-	90.00	-	-	-	-	331
	10226	Belmont	Downers Grove	3.00	-	-	-	-	447	-	-
				3.00		90.00	-	-	68	-	266
				-	-	90.00	-	-	-	-	122
	10245	Lisle	Lisle	3.00	-	-	-	-	76	-	-
				-	-	100.00	-	-	-	-	55
				-		115.00	-	-	-	-	563
				-		200.00	-	-	-	-	131
F	10285	Naperville	Naperville	2.00	-	-	-	-	439	-	-
				2.00		110.00	-	-	66	-	260
				5.00	-	-	-	-	132	-	-
				-	-	120.00	-	-	-	-	646
G	10316	Route 59	Aurora	2.00	-	-	-	-	1,506	-	-
				2.00		120.00	-	-	135	-	353
				2.00	40.00	-	-	-	649	-	768
				-	-	120.00	-	-	-	-	552
				-	25.00	-	-	-	-	-	167
				-	40.00	-	-	-	-	-	115
H	10380	Aurora	Aurora	2.00	-	-	-	-	431	-	-
				2.00	40.00	-	-	-	386	-	314
				2.00	40.00	105.00	180.00	300.00	-	169	-
				-	32.00	-	-	-	-	-	137
-	40.00	-	-	-	-	-	193				
Grand Total									6,339	451	7,786

BNSF Fee Summary

	Daily	Monthly	Quarterly	Semi-Annual	Annual
<u>Minimum Fee</u>	1.25	25.00	75.00	150.00	300.00
<u>Maximum Fee</u>	5.00	40.00	200.00	310.00	375.00
<u>Average Fee</u>	2.56	34.13	101.29	228.57	362.50
<u>Mode Fee</u>	3.00	40.00	90.00	-	375.00

CITY OF WEST CHICAGO

CITY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance No. 17-O-0042 – Acquisition of 509 Church Street

AGENDA ITEM NUMBER:8B**FILE NUMBER:****COMMITTEE AGENDA DATE: N/A****COUNCIL AGENDA DATE: 11/20/17****STAFF REVIEW:****SIGNATURE** _____**APPROVED BY CITY ADMINISTRATOR:****SIGNATURE** _____**ITEM SUMMARY:**

Earlier in the year, the City Council directed staff to acquire 509 Church Street from the West Chicago Fire Protection District; the City currently leases the space and its Facilities Management Division is located there.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 17-O-0042.

COMMITTEE RECOMMENDATION:

This item was handled by the City Council.

ORDINANCE NO. 17-O-0042

AN ORDINANCE DECLARING IT NECESSARY OR CONVENIENT FOR
THE CITY OF WEST CHICAGO TO ACQUIRE FOR ITS USE AND OCCUPANCY
CERTAIN REAL PROPERTY COMMONLY IDENTIFIED AS 509 CHURCH STREET,
OWNED BY THE WEST CHICAGO FIRE PROTECTION DISTRICT

WHEREAS, the West Chicago Fire Protection District ("District") is the owner of certain real property commonly identified as 509 Church Street, West Chicago, Illinois, Permanent Index No. 04-09-109-002 ("Property"), which is legally described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Facilities Management Division of the City of West Chicago ("City") has long occupied the Property pursuant to lease with the District, and the Corporate Authorities of the City deem it necessary and proper and in the best interests of the City to use, occupy and/or improve the Property by acquiring title to the Property; and

WHEREAS, the City and the District are municipalities within the meaning of the Local Government Property Transfer Act, 50 ILCS 605/1.01 *et seq.*; and

WHEREAS, the Corporate Authorities of the City have determined that it is necessary and useful and in and for the public interest and public purposes for the City to enter into a certain Purchase and Sale Agreement providing for acquisition of the Property by the City ("Purchase and Sale Agreement"), as set forth in Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, the City and the District have determined that the fair market value price to be paid by the City to the District for the Property is One Hundred, Ninety-Five Thousand and 00/100 Dollars (\$195,000.00).

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, DuPage County, Illinois, in regular session assembled as follows:

Section 1. The recitals set forth above are incorporated herein and made a part of this Ordinance.

Section 2. The Corporate Authorities hereby declare that it is necessary and convenient for the City to acquire the Property for continued use by the Facilities Management Division, in accordance with the terms and conditions of the Purchase and Sale Agreement attached hereto as Exhibit B.

Section 3. That the Mayor be, and the same is hereby authorized to execute the Purchase and Sale Agreement between the City of West Chicago and West Chicago Fire Protection District, in substantially the form attached hereto and incorporated herein by reference as Exhibit B, and to execute all other documents necessary to effectuate the purposes of the Purchase and Sale Agreement.

Section 4. That the City Clerk be, and the same is hereby authorized to attest to the execution of the Purchase and Sale Agreement between the City of West Chicago and the West Chicago Fire Protection District, as well as to all other documents necessary to effectuate the purposes of the Purchase and Sale Agreement.

Section 5. That the Attorney and Staff of the City of West Chicago, Illinois are hereby authorized to take the necessary steps, including but not limited to executing on behalf of the City all documents necessary to acquire title to the Property described herein, after determining that the title to the Property is in proper order, and to pay any and all costs related thereto.

Section 6. That upon direction from the Attorney for the City of West Chicago, Illinois, the City Administrator is authorized to issue a check, draft or wire transfer in the amount of One Hundred Ninety Five Thousand and 00/100 Dollars (\$195,000.00) and as adjusted by proper proration determined by the City's Attorney from the Capital Projects Fund, made payable to the West Chicago Fire Protection District, or as otherwise directed by the City's Attorney.

Section 7. That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8. This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by law.

Alderman L. Chassee	_____	Alderman J. Beifuss	_____
Alderman J. Sheahan	_____	Alderman Heather Brown	_____
Alderman A. Hallett	_____	Alderman Michael Ferguson	_____
Alderman M. Ferguson	_____	Alderman S. Dimas	_____
Alderman K. Meissner	_____	Alderman Ward 5 (Vacant)	_____
Alderman G. Garcia	_____	Alderman R. Stout	_____
Alderman B. Gagliardi	_____	Alderman N. Ligino-Kubinski	_____

APPROVED as to form:

City Attorney

APPROVED this 20th day of November, 2017.

Mayor Ruben Pineda

ATTEST:

Nancy M. Smith, City Clerk

PUBLISHED: _____

EXHIBIT A

[LEGAL DESCRIPTION TO BE INSERTED]

EXHIBIT B

PURCHASE AND SALE CONTRACT



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1



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

2 Buyer Name(s) *[please print]* City of West Chicago

3 Seller Name(s) *[please print]* West Chicago Fire Protection District

4 If Dual Agency Applies, Complete Optional Paragraph 31.

5 **2. THE REAL ESTATE:** Real Estate shall be defined as the property, all improvements, the fixtures and Personal
6 Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate
7 with approximate lot size or acreage of Sixty (60) acres commonly known as:

8 509 Church Street, West Chicago, IL 60185

9 Address City State Zip

10 DuPage 04-09-109-001 and 04-09-109-002

11 County Unit # (If applicable) 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: _____ ☐ limited common element ☐ assigned space.

14 **3. PURCHASE PRICE:** The Purchase Price shall be \$ 195,000.00. After 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.

17 **4. EARNEST MONEY:** Earnest Money shall be held in trust for the mutual benefit of the Parties by *[check one]*:

18 ☐ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee".

19 Initial Earnest Money of \$ _____ shall be tendered to Escrowee on or before _____ day(s) after Date
20 of Acceptance. Additional Earnest Money of \$ _____ shall be tendered by _____, 20 ____.

21 **5. FIXTURES AND PERSONAL PROPERTY AT NO ADDITIONAL COST:** All of the fixtures and included Personal
22 Property are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance,
23 unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing,
24 and well systems together with the following items of Personal Property at no additional cost by Bill of Sale at
25 Closing *[Check or enumerate applicable items]*:

<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Central Humidifier	<input type="checkbox"/> Light Fixtures, as they exist
<input type="checkbox"/> Oven/Range/Stove	<input type="checkbox"/> Window Air Conditioner(s)	<input type="checkbox"/> Water Softener (owned)	<input type="checkbox"/> Built-in or attached shelving
<input type="checkbox"/> Microwave	<input type="checkbox"/> Ceiling Fan(s)	<input type="checkbox"/> Sump Pump(s)	<input type="checkbox"/> All Window Treatments & Hardware
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Electronic or Media Air Filter(s)	<input type="checkbox"/> Existing Storms and Screens
<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Backup Generator System	<input type="checkbox"/> Central Vac & Equipment	<input type="checkbox"/> Fireplace Screens/Doors/Grates
<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Security System(s) (owned)	<input type="checkbox"/> Fireplace Gas Log(s)
<input type="checkbox"/> Washer	<input type="checkbox"/> Outdoor Shed	<input type="checkbox"/> Garage Door Opener(s)	<input type="checkbox"/> Invisible Fence System, Collar & Box
<input type="checkbox"/> Dryer	<input type="checkbox"/> Planted Vegetation	<input type="checkbox"/> with all Transmitters	<input type="checkbox"/> Smoke Detectors
<input type="checkbox"/> Attached Gas Grill	<input type="checkbox"/> Outdoor Play Set(s)	<input type="checkbox"/> All Tacked Down Carpeting	<input type="checkbox"/> Carbon Monoxide Detectors

35 Other Items Included at No Additional Cost: _____

37 Items Not Included: _____

39 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
40 operating condition at Possession except: _____.

41 A system or item shall be deemed to be in operating condition if it performs the function for which it is
42 intended, regardless of age, and does not constitute a threat to health or safety.

43 If Home Warranty will be provided, complete Optional Paragraph 34.

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

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44 6. CLOSING: Closing shall be on _____, 20 ____ or at such time as mutually agreed by the
45 Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will
46 issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.

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

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

59 Buyer shall make written loan application within five (5) Business Days after the Date of Acceptance; failure to
60 do so shall constitute an act of Default under this Contract. **[Complete both a) and b)]:**

61 a) Not later than _____, 20 ____, (if no date is inserted, the date shall be twenty-one (21) days after
62 the Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution
63 confirming that Buyer has provided to such lending institution an "Intent to Proceed" as that term is defined
64 in the rules of the Consumer Financial Protection Bureau and has paid all lender application and appraisal
65 fees. If Buyer is unable to provide such written evidence, Seller shall have the option of declaring this
66 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date
67 specified herein or any extension date agreed to by the Parties in writing.

68 b) Not later than _____, 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.

74 A Party causing delay in the loan approval process shall not have the right to terminate under either of the
75 preceding paragraphs. In the event neither Party elects to declare this Contract terminated as of the latter of
76 the dates specified above (as may be amended from time to time), then this Contract shall continue in full
77 force and effect without any loan contingencies.

78 Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or
79 closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this
80 paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the
81 loan is conditioned on the sale and/or closing of Buyer's existing real estate.

82 9. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer:
83 ☒ [check one] has ☐ 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;
86 ☒ [check one] has ☐ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions";

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.

88 10. **PRORATIONS:** Proratable items shall include without limitation, rents and deposits (if any) from tenants;
89 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and
90 Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
91 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 \$ 0.00
93 per N/A (and, if applicable Master/Umbrella Association fees are \$ N/A per N/A).
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
96 after the year of Closing shall not be proratable items and shall be paid by Buyer. The general Real Estate taxes
97 shall be prorated as of the date of Closing based on N/A % of the most recent ascertainable full year tax bill. All
98 prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent
99 ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior
100 deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the
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
104 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
111 d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may
112 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**
114 **served within the time specified herein, the provisions of this paragraph shall be deemed waived by the**
115 **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.

- 120 a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects
121 and are not a part of this contingency. **The fact that a functioning major component may be at the end of**
122 **its useful life shall not render such component defective for purposes of this paragraph.** Buyer shall
123 indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of
124 negligence of Buyer or any person performing any inspection. The home inspection shall cover only the
125 major components of the Real Estate, including but not limited to central heating system(s), central cooling
126 system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors,
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 _____
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Seller Initial _____ Seller Initial _____
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130 b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for which
131 Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection reports
132 within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard
133 inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance
134 written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either
135 Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be
136 null and void.

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

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

144 13. **HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
145 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
146 Days after the Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice**
147 **with proof of same to Seller within time specified, this Contract shall be null and void. If Notice is not**
148 **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.

159 a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions
160 of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all
161 amendments; public and utility easements including any easements established by or implied from the
162 Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions
163 imposed by the Condominium Property Act; installments due after the date of Closing of general
164 assessments established pursuant to the Declaration/CCRs.

165 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all
166 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.

170 d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure
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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173 to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to
174 purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal
175 appearance of Buyer or additional documentation, Buyer agrees to comply with same.

176 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
177 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
178 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
180 Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the
181 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) Seller shall 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 payable at the time of Closing.

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

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

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

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

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

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

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Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more 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 improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked 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 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 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by 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 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 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

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

22. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for 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 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 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 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;
- b) any pending rezoning;
- c) boundary line disputes;
- d) any pending condemnation or Eminent Domain proceeding;
- e) easements or claims of easements not shown on the public records;
- f) any hazardous waste on the Real Estate;
- g) any improvements to the Real Estate for which the required initial and final permits were not obtained;
- h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
- i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

Seller further represents that:

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

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259 [Initials] ____ There **[check one]** ☐ is ☒ is 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.
261 ____ The Real Estate **[check one]** ☐ is ☒ is not located within a Special Assessment Area or
262 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
263 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
264 matters that require modification of the representations previously made in this Paragraph 23, Seller shall
265 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
266 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.

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

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

- 284 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
285 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee
286 intends to disburse in the absence of any written objection. If no written objection is received by the date
287 indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice
288 to the Parties. **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest
289 Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a
290 court of competent jurisdiction.
- 291 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
292 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds
293 deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable
294 attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to
295 reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify
296 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

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Seller Initial _____ Seller Initial _____

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- 301 b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except
302 as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
303 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
304 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted
305 during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after
306 transmission; or
307 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
308 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
309 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective
310 date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may
311 opt out of future e-mail Notice by any form of Notice provided by this Contract; or
312 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
313 following deposit with the overnight delivery company.

314 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties
315 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to
316 collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

317 **29. CHOICE OF LAW AND GOOD FAITH:** All terms and provisions of this Contract including but not limited to the
318 Attorney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and
319 are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

320 **30. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties
321 and the 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 consented to _____ (Licensee) acting as a Dual Agent in providing
326 brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the
327 transaction referred to in this Contract.

328 _____ **32. SALE OF BUYER'S REAL ESTATE:**

329 a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** 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 _____
332 Address _____ City _____ State _____ 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 c) **[check one]** ☐ is ☐ is not subject to a real estate closing contingency.

338 3) Buyer **[check one]** ☐ has ☐ has not listed Buyer's real estate for sale with a licensed real estate broker and
339 in a local multiple listing service.

340 4) 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]**:

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- a) ☐ Shall list real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after Date of Acceptance.

[For information only] Broker: _____

Broker's Address: _____ Phone: _____

- b) ☐ Does not intend to list said real estate for sale.

b) CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:

- 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)
 - 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 32 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20 _____. If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 32, and this Contract shall remain in full force and effect.
 - 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.
- c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
- 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to Paragraph 32 d).
 - 2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such 'kick-out' Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
 - a) By personal delivery effective at the time and date of personal delivery; or
 - b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or

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Seller Initial _____ Seller Initial _____

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c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect.

4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by Buyer, this Contract shall be null and void.

5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.

6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

d) **WAIVER OF PARAGRAPH 32 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified. **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.**

e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.

33. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before _____, 20____. **In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. Seller's notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.**

34. HOME WARRANTY: Seller shall provide at no expense to Buyer a Home Warranty at a cost of \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

35. CREDIT AT CLOSING: Provided Buyer's lender permits such credit to show on the HUD-1 Settlement Statement or Closing Disclosure, **and if not, such lesser amount as the lender permits**, Seller agrees to credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

36. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8 SHALL NOT APPLY [CHOOSE ONLY ONE]:

a) **Transaction With No Mortgage (All Cash):** 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 the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

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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 the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial 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 promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional 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 provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

_____ 37. VA OR FHA FINANCING: If Buyer is seeking VA or FHA financing, **required FHA or VA amendments and disclosures shall be attached to this Contract.** If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one] ☐ shall ☐ shall not be added to the mortgage loan amount.

_____ 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 and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental 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 defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that 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 either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

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

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

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Seller Initial _____ Seller Initial _____

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471 deposit in escrow at Closing with _____, [check one] ☐ one percent (1%)
472 of the Purchase Price or ☐ the sum of \$ _____ to be paid by Escrowee as follows:

- 473 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
474 and including the day of delivery of Possession, if on or before the Possession Date;
475 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
476 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and
477 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have been
478 satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
479 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

480 _____ 41. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its "As
481 Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with
482 respect to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those
483 known defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller
484 shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold
485 Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
486 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is
487 unacceptable to Buyer and Buyer so notifies Seller within 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 Buyer shall not be obligated to send the inspection report to Seller absent Seller's written request for same.
490 Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate
491 this Contract under this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges
492 that the provisions of Paragraph 12 and the warranty provisions of Paragraph 5 do not apply to this Contract.

493 _____ 42. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real
494 Estate by _____
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 effect.

499 _____ 43. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other
500 required forms), shall be held in a federally insured interest 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 shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the account. In
503 anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days
504 prior to the anticipated Closing date.

505 _____ 44. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the
506 Parties entering into a separate written agreement consistent 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 <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 509 or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 510 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |

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Seller Initial _____ Seller Initial _____

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THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL
MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1.

Date of Offer	DATE OF ACCEPTANCE
Buyer Signature	Seller Signature
Buyer Signature	Seller Signature
City of West Chicago	West Chicago Fire Protection District
Print Buyer(s) Name(s) [Required]	Print Seller(s) Name(s) [Required]
Address	Address
City State Zip	City State Zip
Phone E-mail	Phone E-mail

FOR INFORMATION ONLY

Buyer's Brokerage	MLS#	State License #	Seller's Brokerage	MLS#	State License #
Address	City	Zip	Address	City	Zip
Buyer's Designated Agent	MLS#	State License #	Seller's Designated Agent	MLS#	State License #
Phone	Fax		Phone	Fax	
E-mail			E-mail		
Mary E. Dickson	marydickson@bond-dickson.com		William R. Thomas	WThomas@officesonbriz.com	
Buyer's Attorney	E-mail		Seller's Attorney	E-mail	
400 S. Knoll Street, Unit C Wheaton	il 60187		303 North Main Street Elburn	IL 60119	
Address City	State Zip		Address City	State Zip	
630-681-1000	630-681-1020		630-365-6441	630-365-6451	
Phone	Fax		Phone	Fax	
Mortgage Company	Phone		Homeowner's/Condo Association (if any)	Phone	
Loan Officer	Phone/Fax		Management Co./Other Contact	Phone	
Loan Officer E-mail			Management Co./Other Contact E-mail		

Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.

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Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address: 509 Church Street, West Chicago, IL 60185 v6.1
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RESOLUTION NO. 17-R-0071

A RESOLUTION URGING THE GOVERNOR TO VETO SENATE BILL 1451

WHEREAS, the City of West Chicago supports the goal of ensuring reliable wireless services in our communities and the advancement of technology in the telecommunications industry; and

WHEREAS, Senate Bill ("SB") 1451 establishes the Small Wireless Facilities Deployment Act and severely limits municipal authority to regulate, site, or charge permit fees for wireless facilities; and

WHEREAS, SB 1451 permits a private business entity to use public right-of-way at a rate far below market value, distorting the private market for small wireless facilities; and

WHEREAS, SB 1451 permits wireless providers, and third parties who act as agents or contractors for wireless providers, to locate telecommunications equipment with an antenna as large as six (6) cubic feet in size, and associated equipment up to twenty-five (25) cubic feet in size, on existing or new utility poles subject to minimal zoning regulations by the municipality; and

WHEREAS, SB 1451 creates an automatic approval timeline, which is one-sided and detrimental to the public, presuming that municipalities are negligent—and providers not—when a permit is incomplete or inadequate; and

WHEREAS, state legislators amended SB 1451 to exempt the City of Chicago in an effort to pass the legislation; and

WHEREAS, many municipalities have already enacted ordinances, or are in the process of updating their codes to address small wireless facilities, or are developing right-of-way use agreements with the industry, indicating that municipalities are making a significant effort to develop reasonable standards for the deployment of wireless facilities; and

WHEREAS, Illinois municipalities are diverse and each one must be given the opportunity to develop reasonable regulations that will protect their specific needs;

NOW, THEREFORE, BE IT RESOLVED that the City of West Chicago opposes SB 1451 as passed by the Illinois General Assembly and urges the Governor to veto the legislation.

BE IT FURTHER RESOLVED that the City of West Chicago is committed to developing reasonable regulations for the deployment of wireless technology and is eager to work with stakeholders to develop regulations that ensure reliable wireless services while also preserving the rights of the municipality, property owners, and citizens.

APPROVED this 20th day of November 2017.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor

ATTEST:

City Clerk

Michael Guttman

From: Michael Guttman
Sent: Sunday, November 05, 2017 9:38 AM
To: Michael Guttman
Cc: Linda Martin
Subject: SB 1451 - Small Wireless Facilities

Importance: High

As you may recall, SB 1451 passed the Senate on May 24, 2017 but was stalled in the House. Over the few months, the House sponsor of SB 1451, Representative Kelly Burke, has held several calls with interested parties to attempt to reach an agreement on language and several drafts have been exchanged between the parties. Representative Burke has stated that she would have official language drafted so she may file an amendment and run it this coming week of veto session. **The bottom line is that while the industry has made concessions, our concerns about losing control of the process (especially location) and being paid appropriate review fees and charges for use of our infrastructure remain. Should this bill pass, the Ordinance adopted by the City Council over the summer would need to be repealed.**

The discussions have led to a number of proposed changes to SB 1451 since the May 24 version. Some of the changes include:

- Permitted Use – The May 24 version of SB 1451 provided that small wireless facilities would be a permitted use on all property not primarily zoned for residential use. Under the most recent version, small cell facilities would be a permitted use and not subject to zoning review in rights-of-way and for property zoned exclusively for commercial or industrial purposes.
- Historic District – The most recent version permits an authority (municipalities, counties, etc.) to require reasonable design or concealment measures in a historic district or for a historic landmark. Historic districts/landmarks were previously unmentioned in the May 24 version.
- Public Safety – The most recent version includes provisions for resolving interference with public safety transmissions. A representative from the Illinois Association of Police Chiefs was actively involved in the negotiations and has indicated that they are satisfied with the changes made for public safety.
- Alternative Sites – The most recent version permits municipalities to deal with new poles in the right-of-way by offering alternative sites on existing poles or structures within 100 feet. The May 24 version permitted new sites within 50 feet.
- Private Property – The most recent version clarifies that if the industry wants to place small wireless facilities on private property, it must obtain permission from the property owner.
- Maximum Height – The most recent version provides that an authority may limit the height of new or replacement utility poles or wireless support structures on which small wireless facilities are installed to the higher of 45 feet above ground level or 10 feet above the tallest existing utility pole that is located within 300 feet and is not a utility pole supporting only wireless facilities. The May 24 version provided for poles located within 500 feet.
- Size Equipment – The most recent version reduces the size limitation for small cell equipment attached to a pole to 25 cubic feet. This is a decrease from 28 cubic feet in the May 24 version. Antennas would still be permitted to take up to 6 cubic feet.

Some of the provisions that have remained unchanged despite negotiations include:

- Chicago Exemption – The industry indicated that legislative leadership insisted this provision be included in the bill since the industry was unable to make headway in negotiations with Chicago last summer. During discussions last week, Representative Burke said that additional exemptions would not be considered.
- Home Rule Limitation – The bill would continue to preempt home rule authority. The industry stated that this was a non-starter.
- Pole Attachment Rate - \$200 per year, per pole.

As of the end of the call today, two major issues were still in contention:

- Grandfathering of Pre-Existing Contracts - The coalition requested that pre-existing contracts be grandfathered in under the Act as a number of municipalities already have agreements with wireless carriers that provide for more favorable terms. The industry's last proposal is to grandfather pre-existing agreements in for two years after the effective date of the legislation; however, the industry also increased the sunset date from two years to three. This doesn't impact West Chicago.
- Permit Application Fees – The May 24 version limited permit application fees to \$350 per small cell facility on existing municipal poles and wireless support structures within the right-of-way and \$750 for new poles within the right-of-way. The coalition countered with a graduated fee schedule:
 - \$2,000 for a single pole
 - \$1,000 per pole for 2 to 5 substantially similar poles submitted in a batch application
 - \$750 per pole for 6 to 15
 - \$500 per pole for 16 to 25

The industry countered with \$350 per small cell facility on existing municipal poles and wireless support structures and \$1,000 for new poles within the rights of way. Some on the coalition felt that they could consider an offer of \$650 for a single wireless facility proposed in a single application and \$350 for each small wireless facility proposed in a batch application for 2 to 25 sites. Representative Burke suggested a compromise of \$500 but stated she would have language drafted for two amendments – one with \$500 and the other for \$650.

Let me know if you have any questions.

Michael