

City of Oakbrook Terrace

*City Hall
17W275 Butterfield Rd.
Oakbrook Terrace, IL 60181
www.oakbrookterrace.net*



City Council Meeting Agenda

Tuesday, May 28, 2024
7:00 PM

City Council Board Room

Oakbrook Terrace City Council

Mayor Paul Esposito

City Clerk Michael Shadley

Ward 1

Alderman Charlie Barbari

Alderman Joseph Beckwith

Ward 2

Alderman Frank Vlach

Alderman Dennis Greco

Ward 3

Alderman Bob Rada

Alderwoman Mary Fitzgerald

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. ADDITIONS OR DELETIONS TO THE AGENDA

V. APPROVAL OF MINUTES – CHANGES OR CORRECTIONS

1. Executive Session Meeting Minutes of December 12, 2023
2. Executive Session Meeting Minutes of January 23, 2024
3. Regular Meeting Minutes of May 14, 2024

VI. PUBLIC PARTICIPATION

VII. ACTION ITEMS/CONSENT AGENDA

1. Payment of City Bills: May 28, 2024, In the Amount Of \$177,304.93
2. Resolution No. 24 – 09: A Resolution Calling For The End Of The War In Gaza And For A Lasting Peace By The City Of Oakbrook Terrace, Illinois
3. Ordinance No. 24 – 18: An Ordinance Approving And Authorizing The Execution Of An Agreement By And Between The City Of Oakbrook Terrace And Clarke Environmental Mosquito Management, Inc. For Mosquito Abatement Services For The City Of Oakbrook Terrace, Illinois
4. Ordinance No. 24 – 19: Ordinance Approving And Authorizing The Publication Of A Revised Official Ward Map For The City Of Oakbrook Terrace, Illinois

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO THE COMMITTEE OF THE WHOLE

X. MAYOR ESPOSITO

1. Re-Appointment Of Bob Shanahan To The Police Commission For A Term To Expire On April 30, 2027
2. Re-Appointment Of Jason Sluzewicz To The Police Pension Board For A Term To Expire On April 30, 2026
3. Re-Appointment Of Thomas Tomopoulos To the Police Pension Board For A Term To Expire On April 30, 2026

XI. COMMITTEE OF THE WHOLE

1. Draft Ordinance Decreasing The Number Of Class “A” Liquor Licenses By One (1), Pursuant Of Title XI (Business Regulations); Chapter 111 (Food And Beverages); Subchapter Alcoholic Liquor Control, Section 111.012 (Number Of

Licenses In Each License Classification), Of The Code Of Ordinances Of The City Of Oakbrook Terrace, Illinois, As Amended (TIR Oakbrook Terrace Inc. D/B/A Ton-Ichi Ramen)

2. Draft Ordinance Decreasing The Number of Class “E” Liquor Licenses By One (1), Pursuant To The Provisions Of Title XI (Business Regulations); Chapter 111 (Food and Beverages); Subchapter Alcoholic Liquor Control, Section 111.012 (Number of Licenses In Each License Classification), Of The Code Of Ordinances Of The City Of Oakbrook Terrace, Illinois, As Amended
3. Draft Ordinance Ratifying The Execution Of A Real Estate Sale Agreement For The Acquisition Of Real Property In The City Of Oakbrook Terrace, Illinois

XII. COUNCIL MEMBER COMMENTS

XIII. CITY ATTORNEY RAMELLO

XIV. CITY CLERK SHADLEY

XV. CITY ADMINISTRATOR RITZ

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. OLD BUSINESS

1. Ordinance No. 24 – 20: An Ordinance Ratifying The Execution Of A Real Estate Sale Agreement For The Acquisition Of Real Property In The City Of Oakbrook Terrace, Illinois

ADJOURN

Next Regular City Council meeting is June 11, 2024

Next Ordinance No. 24 – 21

Next Resolution No. 24 - 10

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the City of Oakbrook Terrace meetings will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the Executive Offices at 17W275 Butterfield Road, Oakbrook Terrace, Illinois 60181, or call (630) 941-8300 in advance of the meeting to inform them of their anticipated attendance.



**Memorandum for the Regular City Council Meeting and
Committee of the Whole for
Tuesday, May 28, 2024, at 7:00 PM**

REGULAR COUNCIL MEETING AGENDA

- I. CALL TO ORDER – Mayor Esposito**
- II. ROLL CALL – City Clerk Shadley**
- III. PLEDGE OF ALLEGIANCE**
- IV. ADDITIONS OR DELETIONS TO THE AGENDA**
- V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS**
 1. Executive Session Meeting Minutes of December 12, 2023
 2. Executive Session Meeting Minutes of January 23, 2024
 3. Regular Meeting Minutes of May 14, 2024
- VI. PUBLIC PARTICIPATION**
- VII. ACTION ITEMS/CONSENT AGENDA**
 1. Payment of City Bills: May 28, 2024, In the Amount Of \$177,304.93
 2. Resolution No. 24 – 09: A Resolution Calling For The End Of The War In Gaza And For A Lasting Peace By The City Of Oakbrook Terrace, Illinois
 3. Ordinance No. 24 – 18: An Ordinance Approving And Authorizing The Execution Of An Agreement By And Between The City Of Oakbrook Terrace And Clarke Environmental Mosquito Management, Inc. For Mosquito Abatement Services For The City Of Oakbrook Terrace, Illinois
 4. Ordinance No. 24 – 19: Ordinance Approving And Authorizing The Publication Of A Revised Official Ward Map For The City Of Oakbrook Terrace, Illinois

The Mayor asks the City Council members if they would like to remove any item(s) from the Consent Agenda. The Mayor also asks the City Attorney if any items should be removed from the Consent Agenda by the Council because they are not ready or new information is available.

RECOMMENDED MOTION: I move to approve all the items contained on the consent agenda for May 28, 2024 (*as presented*) or (*as amended*). (Roll Call Vote, Mayor's Vote Not Called).

❖ **EXPLANATION OF ITEMS ON THE CONSENT AGENDA (For Council Only)**

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO THE COMMITTEE OF THE WHOLE

X. MAYOR ESPOSITO

1. Re-Appointment Of Bob Shanahan To The Police Commission For A Term To Expire On April 30, 2027
2. Re-Appointment Of Jason Sluzewicz To The Police Pension Board For A Term To Expire On April 30, 2026
3. Re-Appointment Of Thomas Tomopoulos To the Police Pension Board For A Term To Expire On April 30, 2026

XI. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. **Draft Ordinance Decreasing The Number Of Class “A” Liquor Licenses By One (1), Pursuant Of Title XI (Business Regulations): Chapter 111 (Food And Beverages); Subchapter Alcoholic Liquor Control, Section 111.012 (Number Of Licenses In Each License Classification), Of The Code Of Ordinances Of The City Of Oakbrook Terrace, Illinois, As Amended (TIR Oakbrook Terrace Inc, D/B/A Ton-Ichi Ramen)**

Please review the draft ordinance codifying the decrease in the number of Class “A” Liquor Licenses by one (1) due to TIR Oakbrook Terrace Inc. D/B/A Ton Ichi Ramen failing to renew its license within the City. Currently, the City has twelve (12) Class “E” Liquor Licenses.

Recommended Action: If the Council concurs with the draft ordinance as presented, the draft ordinance will be approved for consideration on the subsequent Consent Agenda.

2. **Draft Ordinance Decreasing The Number of Class “E” Liquor Licenses By One (1), Pursuant To The Provisions Of Title XI (Business Regulations): Chapter 111 (Food and Beverages); Subchapter Alcoholic Liquor Control, Section 111.012 (Number of Licenses In Each License Classification), Of The Code Of Ordinances Of The City Of Oakbrook Terrace, Illinois, As Amended**

Please review the draft ordinance codifying the decrease in the number of Class “E” Liquor Licenses by one (1) due to Royale Liquors LLC D/B/A Pete’s Fresh Market failing to renew its license within the City. Currently, the City has twelve (12) Class “E” Liquor Licenses.

Recommended Action: If the Council concurs with the draft ordinance as presented, it will be approved for consideration on the subsequent Consent Agenda.

3. **Draft Ordinance Ratifying The Execution Of A Real Estate Sale Agreement For The Acquisition Of Real Property In The City Of Oakbrook Terrace, Illinois**

On May 14, 2024, the corporate authorities of the City approved Ordinance No. 24 – 17, entitled An Ordinance to Direct The Preparation of a Real Estate Sale Agreement for the Acquisition of Real Property in the City of Oakbrook Terrace, Illinois – Lot 1 – Patton Avenue, which ordinance authorized the preparation and execution of a Real Estate Sale Agreement for the Property.

Recommended Action: If the Council concurs with the draft ordinance as presented, it will be approved for consideration on the subsequent Consent Agenda.

XII. COUNCIL MEMBER’S COMMENTS

During this portion of the meeting, the Council members can bring up items that are of concern to them in order that they can be placed on a future agenda for discussion.

XIII. CITY ATTORNEY RAMELLO

XIV. CITY CLERK SHADLEY

XV. CITY ADMINISTRATOR RITZ

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. OLD BUSINESS

1. Ordinance No. 24 – 20: An Ordinance Ratifying The Execution Of A Real Estate Sale Agreement For The Acquisition Of Real Property In The City Of Oakbrook Terrace, Illinois

ADJOURN

City of Oakbrook Terrace

*City Hall
17W275 Butterfield Road
Oakbrook Terrace, IL 60181
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City Council Executive Session Meeting Minutes

Tuesday, December 12, 2023
7:00 PM

City Council Board Room

Oakbrook Terrace City Council

Mayor Paul Esposito

City Clerk Michael Shadley

Ward 1

Alderman Charlie Barbari

Alderman Joseph Beckwith

Ward 2

Alderman Frank Vlach

Alderman Dennis Greco

Ward 3

Alderman Bob Rada

Alderwoman Mary Fitzgerald

Executive Session was called to order by Mayor Esposito at 8:09 P.M.

Roll Call indicated:

Present: Beckwith, Fitzgerald, Greco, Rada, Vlach, and Mayor Esposito

Absent: Barbari

Also in attendance were City Clerk M. Shadley, City Administrator J. Ritz, Assistant to the City Administrator A. Raffel, and City Attorney R. Ramello.

1. Closed Session Pursuant To Section 2 (c) (21) Discussion Of The Approval Of Closed Session Meeting Minutes And Semi-Annual Review Of The Closed Session Meeting Minutes Mandated By Section 2.06 Of The Open Meetings Act.

City Attorney Ramello stated the City Council is required to review closed session minutes to determine whether it is necessary to keep confidential and/or to protect the public interest or privacy of the individuals involved. After thoroughly reviewing the minutes from April 25, 2023, and June 27, 2023, City Attorney Ramello advised releasing partial information from the Executive Session Meeting minutes.

Alderman Greco moved, seconded by Alderman Beckwith, to adjourn the Executive Session. MOTION PASSED on a voice vote.

Executive Session adjourned at 8:12 P.M.

Submitted by,

Amy Raffel
Recording Secretary

City of Oakbrook Terrace

*City Hall
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City Council Meeting Minutes

Tuesday, May 14, 2024
7:00 PM

City Council Board Room

Oakbrook Terrace City Council

Mayor Paul Esposito

City Clerk Michael Shadley

Ward 1

Alderman Charlie Barbari

Alderman Joseph Beckwith

Ward 2

Alderman Frank Vlach

Alderman Dennis Greco

Ward 3

Alderman Bob Rada

Alderwoman Mary Fitzgerald

I. CALL TO ORDER

Mayor Esposito called the May 14, 2024, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 P.M.

II. ROLL CALL

Roll call indicated the following City Council members in attendance:

Present: Barbari, Beckwith, Fitzgerald, Greco, Rada, Vlach, and Mayor Esposito

Absent: None

Also in attendance: City Administrator J. Ritz, Assistant to the City Administrator A. Raffel, Community Development Director M. Headley, Public Services Director C. Ward, Finance Director T. Walker, and City Attorney R. Ramello.

III. PLEDGE OF ALLEGIANCE

Mayor Esposito led everyone in the Pledge of Allegiance.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

None

V. APPROVAL OF MINUTES – CHANGES OR CORRECTIONS

1. Regular Meeting Minutes of April 23, 2024

Motion to approve the April 23, 2024, minutes of the Regular City Council and Committee of the Whole, as presented, was made by Alderman Beckwith and seconded by Alderman Vlach. Roll call vote was taken:

Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach

Nays: None

Absent: None

Motion passed.

VI. PUBLIC PARTICIPATION

Oakbrook Terrace Resident Naila Usmani referred to the fighting in Gaza and thanked the City Council for the cease-fire resolution.

Keith Larson referred to the fighting in Gaza and thanked the City Council for the cease-fire resolution.

Pastor Nathan Perrin referred to the fighting in Gaza and thanked the City Council for the cease-fire resolution.

Hassan Ali referred to the fighting in Gaza and thanked the City Council for the cease-fire resolution.

Shahab Uddin referred to the fighting in Gaza and thanked the City Council for the cease-fire resolution.

Asma Singh read a story supporting a cease-fire resolution in Gaza.

Eyad Elagh referred to the fighting in Gaza and thanked the City Council for the cease-fire resolution.

VII. ACTION ITEMS/CONSENT AGENDA

1. Payment of City Bills: May 14, 2024, In the Amount Of \$252,315.98.
2. Ordinance No. 24–16: An Ordinance Granting A Variation From The Front And Side Yard Setback Requirements Of The Zoning Code For An Addition To The Building Located On The Property Located At 17W207 Monterey Avenue In The City Of Oakbrook Terrace, Illinois.

Motion to approve the Action Items/Consent Agenda of May 14, 2024, Regular City Council and Committee of the Whole was made by Alderman Beckwith and seconded by Alderwoman Fitzgerald. Roll call vote was taken:

Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach
Nays: None
Absent: None

Motion passed.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

None

IX. RECESS TO THE COMMITTEE OF THE WHOLE

Motion to recess to the Committee of the Whole portion of this meeting was made by Alderman Rada and seconded by Alderman Beckwith. An acclamation vote was taken:

Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach
Nays: None
Absent: None

Motion passed.

X. MAYOR ESPOSITO

Mayor Esposito welcomed Tayna Walker as the new Finance Director.

Mayor Esposito announced that the annual Recycling event will take place on June 8th between 9:00 a.m. and 12:00 p.m in the City Hall parking lot.

Mayor Esposito announced that the Oakbrook Terrace Police Department will be supporting Special Olympics with the Cop on Top Event at Dunking Donuts on 22nd St, on Friday, May 17th, from 5:00 a.m. to 11:00 a.m and is hoping for a great turnout.

XI. COMMITTEE OF THE WHOLE

1. Draft Resolution Calling For The End Of The War In Gaza And For A Lasting Peace By The City Of Oakbrook Terrace, Illinois:

Mayor Esposito asked the City Council to review the draft ordinance prepared by City Attorney Ramello, who provided a brief overview of the draft resolution for consideration.

Alderman Rada stated the resolution was well written and is in full support.

Alderman Beckwith stated that the City Council passed a resolution that condemned hate crimes, and this resolution extends our support in calling for an end to the war.

Alderman Greco congratulated everyone on the effort to limit hatred and is in support.

Alderman Barbari thanked the City Attorney for the resolution and hoped it would stop the war in the Middle East.

Alderwoman Fitzgerald thanked the City Attorney for a well-written resolution, thanked everyone for coming to speak, and is in support of the resolution.

City Council concurs with moving to the subsequent consent agenda.

2. Presentation Of The Fiscal Year 2023 Annual Comprehensive Financial Report:

Mr. Scott Termine from Forvis, LLP, discussed the two main deliverables of the City's audit: the Annual Comprehensive Financial Report and the required communication to the City Council. He also stated they provided another required report under the State of Illinois Grant Accountability and Transparency Act. Mr. Termine pointed out information regarding the city's audit report to the City Council, including financial statements, new accounting standards, management discussion, and analysis. He pointed out the city's assets include various infrastructure assets, outstanding liabilities along with deferred inflows. Mr. Termine stated the city has a healthy General Fund Balance but brought forth the Water Fund and how the fund is operating at a loss and would like to see that account be self-sustaining.

Alderman Greco asked for clarification if the digital billboard is an auto-renewal contract, which was explained by Mr. Termine.

Alderman Beckwith brought up the operating statement of the Water Fund cost and stated that conversations should be held to determine whether an increase in water rates is warranted.

Alderwoman Fitzgerald asked about the annual decrease in household income within the City of Oakbrook Terrace.

3. Clarke Environmental Mosquito Management 2024 – 2026 Abatement Agreement:

Mayor Esposito asked the City Council to review the interdepartmental memo prepared by Public Services Director Ward regarding the Mosquito Abatement Agreement and the

overall cost. Public Services Director Ward provided a review on the products Clarke Environmental would use and the areas in the city they would concentrate on most.

Alderman Greco asked if they had selected the certain days that the spraying would take place and thought costs would decrease due to the removal of a number of trees.

Alderman Rada asked if the spray was EPA-compliant, which Director Ward advised that everything used is EPA compliant.

City Council concurs with moving to the subsequent consent agenda.

4. **Discussion Of Through Traffic On MacArthur Drive:**

Mayor Esposito opened up the discussion about through traffic on MacArthur Drive to Christopher B. Burke Engineering, LTD (CBBEL), Vice President Dan Lynch, P.E. to provide possible solutions to decrease the amount of traffic on MacArthur Drive and enhance the intersection of MacArthur Drive and 22nd Street.

Vice President Lynch stated that CBBEL has reviewed the traffic signal and transfer data of the 22nd Street and MacArthur Drive intersection but has not approached the Illinois Department of Transportation (IDOT) authorities for discussion. He also reviewed the data that disclosed the minimum speed issues on MacArthur Drive and the volume of drivers using the road possibly as a cut-through.

Alderman Beckwith asked if CBBEL had contacted IDOT regarding any possible changes to the intersection, which Mr. Lynch commented that having additional data that would support and show that the extra traffic is due to the shopping center on 22nd Street, which includes Costco. Alderman Beckwith commented that we should look at the traffic flow of the whole community to better understand the flow into the entrances of the neighborhood and the traffic patterns of the residents.

Alderman Fitzgerald asked about some of the discrepancies with the speed study from the police department.

Alderman Greco expressed that he understood that more traffic will be in the area as the city and other communities grow. He commented that more information and data needs to be gathered to fully understand the whole picture of the traffic patterns and prevent any unintended consequences for the residents.

The City Council requested that Vice President Lynch collect more traffic data so an informative decision can be made and also that the data be compliant with any IDOT requirements.

5. **Draft Ordinance Approving And Authorizing The Publication Of A Revised Official Ward Map For The City Of Oakbrook Terrace, Illinois:**

Mayor Esposito asked the City Council to review the draft ordinance for the revision of the official ward map for the City of Oakbrook Terrace. He stated that the changes made were due to recent annexations into the city. Community Development Director Headly stated the last ward map on the website was updated in 2009 and explained which parcels were annexed and updated.

Alderman Rada inquired about the shift in the boundary lines on S. Meyers Road between E. 22nd Street and E. 18th Street.

City Council concurs with moving to the subsequent consent agenda.

XII. COUNCIL MEMBER COMMENTS

Alderman Beckwith thanked the city and Assistant to the City Administrator Raffel for hosting the upcoming community blood drive on Friday, May 24th between 11:00 a.m. and 3:00 p.m. He thanked Interim Finance Director Griffin for all her hard work and welcomed Finance Director Walker to the city.

Alderman Greco welcomed Finance Director Walker to the staff. He also asked if the cut-through driveway off Butterfield Road behind City Hall is enforced since a resident noted increased traffic through the lot. Alderman Greco hopes to see everyone at the Cop on the Rooftop on Friday.

Alderman Barbari welcomed Finance Director Walker to the staff.

Alderwoman Fitzgerald asked for clarification on when the library fee of \$20 will be in effect.

XIII. CITY ATTORNEY RAMELLO

None

XIV. CITY CLERK SHADLEY

City Clerk Shadley welcomed Finance Director Walker to the staff.

XV. CITY ADMINISTRATOR RITZ

City Administrator Ritz commended the Community Development staff on implementation of their new software program.

City Administrator Ritz stated that Public Services started their branch pick-up service this month. He also indicated that Public Services participated in the Salt Creek Schools touch-a-truck event, which the kids in attendance truly had a wonderful time. City Administrator Ritz informed city officials that the week of May 20th is Public Services Week and commended our Public Services team for the great work that they do for the city.

City Administrator Ritz recognized National Police Week and gave a brief update on the month of April police reports and commended the police department on a job well done with their traffic enforcement initiatives.

XVI. RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene the City Council meeting was made by Alderwoman Fitzgerald and seconded by Alderman Beckwith. An acclamation vote was taken:

Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach

Nays: None

Absent: None

Motion passed.

XVII. RECESS TO EXECUTIVE SESSION

Motion to recess to Executive Session to Discuss:

1. Closed Session Pursuant To Section 2(C)(21) Discussion Of The Approval Of Closed Session Meeting Minutes And Semi-Annual Review Of The Closed Session Meeting Minutes Mandated By Section 2.06 Of The Open Meetings Act.
2. Closed Session Pursuant To The Section 2(c)(5) Of The Open Meetings Act Regarding The Purchase Of Real Property For The Use Of The City.
3. Closed Session Pursuant To Section 2(c)(1) Of The Open Meetings Act Regarding The Appointment, Employment, Discipline, Performance, Or Dismissal Of A Specific Employee Of The City, motion was made by Alderman Barbari and seconded by Alderman Beckwith.

Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach.

Nays: None

Absent: None

Motion passed.

XVIII. EXECUTIVE SESSION

1. Closed Session Pursuant To Section 2(c)(21) Discussion Of The Approval Of Closed Session Meeting Minutes And Semi-Annual Review Of The Closed Session Meeting Minutes Mandated By Section 2.06 Of The Open Meetings Act.
2. Closed Session Pursuant To Section 2(c)(5) Of The Open Meetings Act Regarding The Purchase Of Real Property For The Use Of The City.
3. Closed Session Pursuant To Section 2(c)(1) Of The Open Meetings Act Regarding The Appointment, Employment, Discipline, Performance, Or Dismissal Of A Specific Employee Of The City.

XIX. RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene the City Council meeting was made by Alderman Beckwith and seconded by Alderwoman Fitzgerald. An acclamation vote was taken:

Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach

Nays: None

Absent: None

Motion passed.

XX. NEW BUSINESS

1. Resolution No. 24-08: A Resolution To Authorize The Release Of Certain Executive Session Minutes For Meetings In The Years 1995-2024 Of The City Council Of The City Of Oakbrook Terrace, Illinois.

Motion to approve Resolution No. 24-08: A Resolution To Authorize The Release Of Certain Executive Session Minutes For Meetings In The Years 1995-2024 Of The City Council Of The City Of Oakbrook Terrace, Illinois, was made by Alderman Beckwith and seconded by Alderwoman Fitzgerald. Roll call vote was taken:

**Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach
Nays: None
Absent: None**

Motion passed.

XXI. OLD BUSINESS

1. Possible Action Regarding The Removal Of An Officer.

Motion to restore Amy Raffel as a Freedom of Information Officer for the City of Oakbrook Terrace was made by Alderman Beckwith and seconded by Alderwoman Fitzgerald. Roll call vote was taken:

**Ayes: Beckwith, Fitzgerald, Rada, and Vlach
Nays: Barbari, Greco
Absent: None**

Motion passed.

2. An Ordinance To Direct The Preparation Of A Real Estate Agreement For The Acquisition Of Real Property.

Motion for An Ordinance To Direct The Preparation Of A Real Estate Agreement For The Acquisition Of Real Property was made by Alderman Greco and seconded by Alderman Beckwith. Roll call vote was taken:

**Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach
Nays: None
Absent: None**

Motion passed.

ADJOURN

Motion to adjourn was made by Alderman Greco and seconded by Alderman Beckwith at 9:52 p.m.

Acclamation vote made with all Ayes.

Motion carried unanimously.

Respectfully submitted,

Amy Raffel, Recording Secretary

Attested:

Michael Shadley
City Clerk

Next Regular City Council meeting is May 28, 2024

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CITY OF OAKBROOK TERRACE
Bills Payable Summary Report for May 28, 2024

Corporate Fund (01)		
Check Run	\$	61,833.71
Manual Check	\$	72,135.57
Corporate Fund Total (01)	\$	133,969.28
Impact Donation Fund (02)		
Check Run	\$	-
Manual Check	\$	-
Impact Donation Fund Total (02)	\$	-
Water Fund (03)		
Check Run	\$	9,564.69
Manual Check	\$	5,777.81
Water Fund Total (03)	\$	15,342.50
SSA Debt Service Fund (04)		
Check Run	\$	-
Manual Check	\$	-
SSA Debt Service Fund Total (04)	\$	-
Motor Fuel Tax Fund (05)		
Check Run	\$	-
Manual Check	\$	-
Motor Fuel Tax Fund Total (05)	\$	-
2012 Debt Service Business District (08)		
Check Run	\$	-
Manual Check	\$	-
2012 Debt Service Business District (08)	\$	-
Capital Improvement Fund (09)		
Check Run	\$	-
Manual Check	\$	27,993.15
Capital Improvement Fund Total (09)	\$	27,993.15
2012 Debt Service Business District (12)		
Check Run	\$	-
Manual Check	\$	-
2012 Debt Service Business District (12)	\$	-
Total Bills Payable	\$	177,304.93

CITY OF OAKBROOK TERRACE
MANUAL BILLS PAYABLE
May 28, 2024

<u>Account No.</u>	<u>Vendor</u>	<u>Description</u>	<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
09-12-5600-18	Flock Safety	Flock ALPR Cameras	ACH	5/17/2024	\$ 27,993.15
01-00-1595-00	Affac	June 2024 Premium	112808	5/21/2024	\$ 535.97
01-01-4540-00	Ameritas	June 2024 Premium - Admn.	112809	5/21/2024	279.62
01-03-4540-00		June 2024 Premium - Community Dev.			286.52
01-02-4535-02		June 2024 Premium - PS Sgts.			405.24
01-04-4540-00		June 2024 Premium - Streets			257.26
01-02-4540-01		June 2024 Premium - PS Admn.			284.80
01-02-4535-03		June 2024 Premium - PS Officers			995.48
01-02-4535-04		June 2024 Premium - PS Dets.			307.16
01-00-1590-00		June 2024 Premium - COBRA			135.08
03-12-4540-00		June 2024 Premium - Water			258.98
01-11-4540-00		June 2024 Premium - Finance			183.26
					\$ 3,393.40
01-01-4530-00	Blue Cross/Shield of Illinois	June 2024 Premium - Admn.	112810	5/21/2024	2,758.91
01-04-4530-00		June 2024 Premium - Streets			5,356.82
01-02-4535-03		June 2024 Premium - PS Officers			26,134.36
03-12-4530-00		June 2024 Premium - Water			5,375.79
01-00-1590-00		June 2024 Premium - COBRA			887.35
01-03-4530-00		June 2024 Premium - Community Dev.			5,627.69
01-02-4530-01		June 2024 Premium - PS Admn.			4,456.15
01-02-4535-02		June 2024 Premium - PS Sgts.			8,538.39
01-11-4530-00		June 2024 Premium - Finance			5,605.03
01-02-4535-04		June 2024 Premium - PS Dets.			3,733.48
					\$ 68,473.97
01-02-5665-00	Coeo	PD Phone Service - 5/15-6/14/2024	112811	5/21/2024	631.07
01-11-5665-00		Finance Phone Service - 5/15-6/14/2024			306.51
01-03-5665-00		Comm. Dev. Phone Service - 5/15-6/14/2024			270.46
01-01-5665-00		Admin. Phone Service - 5/15-6/14/2024			595.01
					\$ 1,803.05
01-11-5668-00	Comcast	Business Video & 8 Digital Adapter - 5/19-6/18/2024	112812	5/21/2024	155.07
01-11-5668-00		CH Internet - 5/14-6/13/2024			266.85
01-04-5758-00		PSB Cable/Internet - 5/8-6/7/2024			301.48
					\$ 723.40

**CITY OF OAKBROOK TERRACE
MANUAL BILLS PAYABLE
May 28, 2024**

09-12-5600-18	Flock Safety	12 Flock Safety Falcon & 1 Flock Safety Falcon Flex	ACH	5/21/2024	\$ 27,993.15
01-03-5600-00	Robert Gorzini	Elec. & Bldg. Inspection Svcs. - 5/1-5/7/2024	112813	5/21/2024	\$ 492.90
01-04-4550-00	Standard Insurance	June 2024 Premium - Streets	112814	5/21/2024	61.07
01-02-4550-02		June 2024 Premium - PS Sgts.			77.40
03-12-4550-00		June 2024 Premium - Water			49.46
01-01-4550-00		June 2024 Premium - Admin.			56.31
01-03-4550-00		June 2024 Premium - Community Dev.			61.55
01-02-4550-03		June 2024 Premium - PS Officers			217.41
01-02-4550-04		June 2024 Premium - PS Dets.			70.10
01-11-4550-00		June 2024 Premium - Finance			50.95
01-02-4550-01		June 2024 Premium - PS Admin.			71.39
01-02-5668-00	Verizon Wireless	PD Air Cards Service - 5/2-6/1/2024	112815	5/21/2024	288.08
01-03-5668-00		Comm. Dev. Cell Phons for 5/2-6/1/2024			84.40
01-02-5668-00		NIMS for 5/2-6/1/2024			24.93
01-02-5668-00		PD Cell Phones for 5/2-6/1/2024			484.73
01-02-5668-00		USB Port Card for 5/2-6/1/2024			36.01
01-01-5668-00		Exec. Admin. Cell Phones for 5/2-6/1/2024			126.87
03-12-5668-00		Water Cell Phones for 5/2-6/1/2024			93.58
01-11-5668-00		Finance Phones for 5/2-6/1/2024			68.83
01-02-5668-00		AirCard for 5/2-6/1/2024			36.01
01-04-5668-00		Streets Cell Phones for 5/2-6/1/2024			134.19
					\$ 1,377.63
01-00-1590-00	VSP	COBRA Vision - June 2024	112816	5/21/2024	14.51
01-11-5640-00		Vision Service Plan - June 2024			382.91
					\$ 397.42

\$ 133,899.68

Accounts Payable GL Distribution Report

User: JEsposito
 Printed: 5/23/2024 - 1:42 PM
 Batch: 00005.05.2024
 Fiscal Period: 1
 JE Date: 05/23/2024

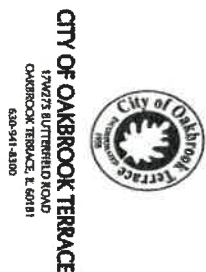


Fund	DR Amount	CR Amount	Account Number	Description
01 CORPORATE FUND	0.00	61,833.71	01-00-1060-00	HARRIS CHECKING A/P 0129
	61,833.71	0.00	01-00-2010-00	ACCOUNTS PAYABLE
	61,833.71	61,833.71		
03 WATER FUND	0.00	9,564.69	03-00-1060-00	HARRIS A/P 0129
	9,564.69	0.00	03-00-2010-00	ACCOUNTS PAYABLE
	9,564.69	9,564.69		
Grand Total:	71,398.40	71,398.40		

Accounts Payable

Computer Check Proof List by Vendor

User: JEsposito
 Printed: 05/23/2024 - 1:39PM
 Batch: 000005.05.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 60757464	Anderson Pest Solutions City Hall Pest Control - May 2025	59.50	05/28/2024	01-04-5770-01	ACH Enabled: False
Vendor: 200087787	ILLINOIS SECTION AMERICAN WATER WORKS ASSOCIATION Trenching & shoring training fees - 4/23/2024	48.00	05/28/2024	03-12-5605-00	ACH Enabled: False
Vendor: 0109843	Battery Service Corp. Batteries for fire alarm panel @ WAMF	49.12	05/28/2024	03-12-5660-00	ACH Enabled: False
Vendor: Apr-24	George Benes Property Maintenance Inspections - April 2024	691.44	05/28/2024	01-03-5612-00	ACH Enabled: False
Vendor: 51033	Peerless Network, Inc. Water Dept. Phones - 5/15-6/14/2024	93.78	05/28/2024	03-12-5665-00	ACH Enabled: False
Vendor: 51033	Street Dept. Phones - 5/15-6/14/2024	93.78	05/28/2024	01-04-5665-00	ACH Enabled: False
Vendor: Casey Calvello	Refund for uber fares (FBI-Leedsa training) 4/26-	487.12	05/28/2024	01-02-5605-00	ACH Enabled: False
Vendor: Michael Chada	Plumbing Inspection Fees - 5/2-5/21/2024	755.78	05/28/2024	01-03-5600-00	ACH Enabled: False
Check Total:		187.56			
Check Total:		487.12			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	755.78			
Vendor: cintas	Cintas Corporation			Check Sequence: 8	ACH Enabled: False
4192972154	PD Floor Mat Service	88.20	05/28/2024	01-02-5770-01	
4192972185	City Hall Floor Mat Service	255.89	05/28/2024	01-04-5770-01	
	Check Total:	344.09			
Vendor: CintascCo	Cintas Corporation			Check Sequence: 9	ACH Enabled: False
8406796033	1st Aid Cabinet maintenance	414.65	05/28/2024	01-04-5770-00	
	Check Total:	414.65			
Vendor: Corn Tire	Commercial Tire Service			Check Sequence: 10	ACH Enabled: False
1110181124	Squad tires	1,815.00	05/28/2024	01-02-5663-00	
1110181377	Squad tires	604.96	05/28/2024	01-02-5663-00	
	Check Total:	2,419.96			
Vendor: ComEd	Corn Ed			Check Sequence: 11	ACH Enabled: False
0014123333	Res Street Lights - 4/5-5/6/2024	104.55	05/28/2024	01-04-5760-00	
3240275000	Tornado Warning Siren - 4/5-5/6/2024	37.45	05/28/2024	01-04-5758-00	
7155941222	W/MF Electric - 4/5-5/6/2024	278.89	05/28/2024	03-12-5758-00	
7157829000	PAS 17B - 4/5-5/6/2024	313.51	05/28/2024	03-12-5758-00	
9551820100	Water Tower - 4/5-5/6/2024	466.76	05/28/2024	03-12-5758-00	
	Check Total:	1,201.16			
Vendor: ComEd3	CornEd			Check Sequence: 12	ACH Enabled: False
0908807000	Spring/Frontage - 4/3-5/2/2024	865.59	05/28/2024	01-04-5760-00	
	Check Total:	865.59			
Vendor: commdir	Communications Direct, Inc			Check Sequence: 13	ACH Enabled: False
SR129729	Repairs to minivan, Silverado, Squad #1 - FY25	838.25	05/28/2024	01-02-5663-00	
	Check Total:	838.25			
Vendor: crystal	Crystal Maintenance Plus, Corp			Check Sequence: 14	ACH Enabled: False
31832	Police Dept Cleaning Services - May 2024	1,733.10	05/28/2024	01-02-5770-01	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
31832	City Hall Dept Cleaning Services - May 2024	520.40	05/28/2024	01-04-5770-01	
	Check Total:	2,253.50			
Vendor: CTCorp	Current Technologies Corp			Check Sequence: 15	ACH Enabled: False
14762	Dell Lat. notebook, desktop comp. for FD	2,417.46	05/28/2024	01-11-6151-00	
14762	Dell Desktop Computer for Community & Dovel	2,404.23	05/28/2024	01-03-6151-00	
14762	Dell lat. notebook, tablet, desktop for Mayor & C	3,370.10	05/28/2024	01-01-6151-00	
734287	Remote IT Support	906.25	05/28/2024	01-11-5660-00	
	Check Total:	9,098.04			
Vendor: Fastsign	Fastsigns			Check Sequence: 16	ACH Enabled: False
65-64885	Signage for Cop On A Rooftop event FY25	188.10	05/28/2024	01-02-5780-00	
	Check Total:	188.10			
Vendor: Flood	Flood Bros. Disposal Co.			Check Sequence: 17	ACH Enabled: False
7459675	City-wide street sweeping on 4/24/2024	1,589.67	05/28/2024	01-04-5763-00	
	Check Total:	1,589.67			
Vendor: Gonzini	Robert J. Gonzini			Check Sequence: 18	ACH Enabled: False
	Elec. & Bldg. Inspection Svcs. - 5/9-5/21/2024	837.93	05/28/2024	01-03-5600-00	
	Check Total:	837.93			
Vendor: Granite	Granite Telecommunications			Check Sequence: 19	ACH Enabled: False
645847483	Street Dept. Phones - May 2024	512.45	05/28/2024	01-04-5665-00	
645847483	Water Dept. Phones - May 2024	512.45	05/28/2024	03-12-5665-00	
645847483	Executive Management Charges - May 2024	79.75	05/28/2024	01-01-5668-00	
645847483	Traffic Enforcement Charges - May 2024	79.74	05/28/2024	01-14-5668-00	
	Check Total:	1,184.39			
Vendor: Highstar	Traffic Control & Protection, LLC HighStar Traffic			Check Sequence: 20	ACH Enabled: False
4717	Street sign poles and bases	2,165.80	05/28/2024	01-04-6133-00	
	Check Total:	2,165.80			
Vendor: IDOT2	State Treasurer			Check Sequence: 21	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
65152	Traffic signal maintenance (Jan. - Mar. 2024)	2,315.58	05/28/2024	01-04-5755-00	
	Check Total:	2,315.58			
Vendor: ihpaper	Impact Networking LLC			Check Sequence: 22	ACH Enabled: False
3186822	CH copier paper - 6 cases	325.00	05/28/2024	01-01-6130-00	
3234185	6 Cases copier paper	325.00	05/28/2024	01-01-6120-00	
	Check Total:	650.00			
Vendor: intoxime	Intoximeters			Check Sequence: 23	ACH Enabled: False
760721	Dry gas FY25	177.75	05/28/2024	01-02-6190-00	
	Check Total:	177.75			
Vendor: Lakeside	Lakeside Bank			Check Sequence: 24	ACH Enabled: True
2035	Late fee from last month payment mixup - to be	153.18	05/28/2024	01-00-1575-00	
2035	Detective Database - TransUnion	75.00	05/28/2024	01-02-5611-00	
2035	Chicago Tribune subscription	19.96	05/28/2024	01-02-6110-00	
2035	FBI Leeds Conf 4/27-5/2/24 (Chief) - Hyatt Riv	1,461.38	05/28/2024	01-02-5605-00	
2035	Cab to airport for FBI Leeds Conf. (Chief) - Amu	53.00	05/28/2024	01-02-5605-00	
2035	Accid. chg. on Visa for patio door - The Door Sk	2,740.00	05/28/2024	01-02-6120-00	
3050	APA Conference MN dinner - The Loop	22.14	05/28/2024	01-03-5605-00	
3050	APA Conference MN breakfast - Dunn Brothers	14.49	05/28/2024	01-03-5605-00	
3050	APA Conference MN dinner - Lyon's Pub	19.75	05/28/2024	01-03-5605-00	
3050	Renew building certifications - International Coc	110.00	05/28/2024	01-03-5610-00	
3050	APA Conference MN dinner - Masa & Agave	18.68	05/28/2024	01-03-5605-00	
3050	APA Conference MN breakfast - Dunn Brothers	15.46	05/28/2024	01-03-5605-00	
3050	APA Conference MN breakfast - Caribou Coffe	13.62	05/28/2024	01-03-5605-00	
3050	APA Conference MN breakfast - Dunn Brothers	12.11	05/28/2024	01-03-5605-00	
3050	APA Conference MN hotel - W Hotels	573.97	05/28/2024	01-03-5605-00	
3077	Birthday cards for staff - Target	26.60	05/28/2024	01-01-6120-00	
3077	Zoom conference charges - Zoom.us	15.99	05/28/2024	01-11-5660-02	
3077	Domain name purchase (5 yrs.) - Registerwebst	661.00	05/28/2024	01-01-5655-00	
5087	Bereavement arrangement former Mayor - Schul	262.14	05/28/2024	01-01-6165-00	
5087	Staff Recognition anniversary gift cards - Walgre	504.75	05/28/2024	01-01-6165-00	
5087	Lunch on Mayor for Admin. Staff appreciation -	111.38	05/28/2024	01-01-6165-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
7049	AWWA Annual Conf. airfare (PW Dir.) - United	553.20	05/28/2024	03-12-5605-00	
7049	PD Jeep license plate renewal fee - ilissos.gov	154.40	05/28/2024	01-02-5663-00	
7049	T-1 Window treatment	140.00	05/28/2024	01-04-5663-00	
9063	PR-24 Instruction Class refund - Patrol - Safarila	-495.00	05/28/2024	01-02-5605-00	
	Check Total:	7,237.20			
Vendor:	maureen				ACH Enabled: False
4016	Maureen McGuire May/June 2024 Terrace Leaves newsletter	2,485.00	05/28/2024	01-01-5625-00	
	Check Total:	2,485.00			
Vendor:	MECO				ACH Enabled: False
1600	MECO Consulting Group LLC Communication Consulting Services - April 202.	2,450.00	05/28/2024	01-01-5668-00	
	Check Total:	2,450.00			
Vendor:	MinoltaC				ACH Enabled: False
9009922786	Konica Minolta Business Soluti Exec. Admin. Copier Maint. - 4/4-5/3/2024	70.29	05/28/2024	01-01-5660-00	
9009924624	PD Copier Maint. - 4/5-5/4/2024	147.00	05/28/2024	01-02-5660-00	
	Check Total:	217.29			
Vendor:	NEMRT				ACH Enabled: False
349592	N E Multi-Regional Training Training membership fees - 7/1/2024-7/1/2025	2,185.00	05/28/2024	01-02-5605-00	
	Check Total:	2,185.00			
Vendor:	Nicorl				ACH Enabled: False
81486267503	Bill Payment Center Nicor Gas PSB Gas - 4/8-5/8/2024	359.24	05/28/2024	01-04-5758-00	
97007010008	W/MF Gas - 4/8-5/8/2024	147.18	05/28/2024	03-12-5758-00	
	Check Total:	506.42			
Vendor:	NIPAS				ACH Enabled: False
15299	Northern Illinois Police Alarm System Membership dues - 5/1/2024-4/30/2025	1,785.00	05/28/2024	01-02-5611-00	
	Check Total:	1,785.00			
Vendor:	oherron				ACH Enabled: False
2340339	Ray OHerron Co. Inc. 1 Shirt - Patrol	58.49	05/28/2024	01-02-5715-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2341172	1 Nylon radio holder - Patrol	32.40	05/28/2024	01-02-5715-00	
2341175	2 Pr. pants, 1 patch, 1 velcro - Sgt.	243.47	05/28/2024	01-02-5715-00	
2341881	2 Shirts - Patrol	134.97	05/28/2024	01-02-5715-00	
	Check Total:	469.33			
Vendor: Packey	Packey Webb Ford			Check Sequence: 32	ACH Enabled: False
C57784	Car #12 wheel bearing repair	889.94	05/28/2024	01-02-5663-00	
	Check Total:	889.94			
Vendor: Pitney-2	Pitney Bowes Global Financial Svcs			Check Sequence: 33	ACH Enabled: False
3106654045	FY 24 Postage lease - PD (3/30-4/30/2024)	55.71	05/28/2024	01-02-5655-00	
3106654045	FY 25 Postage lease - PD (5/1-6/29/2024)	107.82	05/28/2024	01-02-5655-00	
	Check Total:	163.53			
Vendor: Runco	Runco Office Supplies and Equipment Company			Check Sequence: 34	ACH Enabled: False
939036-0	Finance dept. supplies	257.65	05/28/2024	01-11-6120-00	
	Check Total:	257.65			
Vendor: Shorewd	Shorewood Home & Auto Inc			Check Sequence: 35	ACH Enabled: False
03-416898	Mower parts	169.62	05/28/2024	01-04-6132-00	
	Check Total:	169.62			
Vendor: Storino	Storino Ramello & Durkin			Check Sequence: 36	ACH Enabled: False
91277	IDOT Litigation & General litigation	5,523.50	05/28/2024	01-01-5673-00	
91277	General Legal Services	14,993.34	05/28/2024	01-01-5671-00	
91277	Labor Relations Services - FOP Contracts/grieva	282.90	05/28/2024	01-01-5674-00	
	Check Total:	20,799.74			
Vendor: subdoor	Suburban Door Check & Lock Service, Inc.			Check Sequence: 37	ACH Enabled: False
INS69966	CH front office safe repair	128.00	05/28/2024	01-04-5770-00	
	Check Total:	128.00			
Vendor: tollway	Illinois Tollway			Check Sequence: 38	ACH Enabled: False
VN5907096298	Missed tolls fees - EC49681 (PD)	13.90	05/28/2024	01-01-5670-00	

Invoice No

Description

Amount

Pmt Date

Acct Number

Reference

Check Total:

13.90

Vendor: westmech

Westside Mechanical, Inc.

Check Sequence: 39

ACH Enabled: False

023999

Water Maintenance Facility Split System

7,655.00

05/28/2024

03-12-5770-00

C008896

HVAC Maintenance agreement

2,400.00

05/28/2024

01-02-5770-00

Check Total:

10,055.00

Total for Check Run:

78,635.60

Total of Number of Checks:

39

MAY 28 2024

RESOLUTION NO. 24 - 09

A RESOLUTION CALLING FOR THE END OF THE WAR IN GAZA AND FOR A LASTING PEACE BY THE CITY OF OAKBROOK TERRACE, ILLINOIS

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the corporate authorities of the City are concerned for the wellbeing of residents who are hurting and divided by the ongoing conflict in the Middle East;

WHEREAS, the corporate authorities of the City mourn all those innocent and unarmed Israelis, United States citizens and others massacred during Hamas’ heinous terrorist attack on October 7, 2023, near the Gaza-Israeli border;

WHEREAS, the corporate authorities of the City mourn the loss of thousands of lives lost in Gaza and the severe and permanent injuries sustained, including innumerable women and children, caused by the resulting war in Gaza;

WHEREAS, the corporate authorities of the City condemn acts of terror and terrorist organizations around the world;

WHEREAS, the corporate authorities of the City believes that Palestinian and Israeli people have the right to self-determination and to live in safety and peace;

WHEREAS, the corporate authorities of the City urge, local, national and international leaders to promote a peaceful resolution of this conflict; and

WHEREAS, the corporate authorities of the City denounce actions that promote anti-Semitism and Islamophobia and incite acts of racially and ethnically motivated violence and hate crimes;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: The City hereby calls for the immediate return of all hostages taken by Hamas, living and deceased, and for release of Palestinians unjustly held by Israel.

Section 3: The City hereby calls for all parties to immediately lay down their weapons and take the necessary actions to bring about a just and lasting peace between Israel and Palestine.

Section 4: The City hereby calls for all parties to immediately support the delivery of urgently needed humanitarian aid to Gaza.

Section 5: The City calls for all parties to support a solution that recognizes the sovereignty of both Israeli and Palestinian states and embraces free elections for the Knesset and Palestinian Legislative Council to promote self-determination in each.

Section 6: The City urges local leaders and community members to acknowledge the history, experience, pain and perspective of all of the City’s residents and take steps to unify the community, not divide it.

Section 7: The City urges the United States government and international community to prioritize funding tools of peace over weapons of war to create conditions for reconciliation between Israel and Palestine, which is the foundation for a just, secure and lasting peace.

Section 8: The City Clerk is hereby authorized and directed to send copies of this resolution to the President of the United States, the Illinois United States senators and Congressman Sean Casten.

Section 9: This resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 28th day of May 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 28th day of May 2024.

Paul Esposito, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 28th day of May 2024.

Michael Shadley, Clerk of the of the City
of Oakbrook Terrace, DuPage County, Illinois

MAY 28 2024

ORDINANCE NO. 24 - 18

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF OAKBROOK TERRACE AND CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. FOR MOSQUITO ABATEMENT SERVICES FOR THE CITY OF OAKBROOK TERRACE, ILLINOIS

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the corporate authorities of the City have determined that funds are available and that it is necessary, desirable and in the best interests of the residents and businesses of the City for the City to contract for mosquito abatement services (the “Services”);

WHEREAS, Clarke Environmental Mosquito Management, Inc. is in the business of and has experience with providing the Services required by the City; and

WHEREAS, in the opinion of two-thirds (2/3) of the members of the corporate authorities holding office, it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and enter into an agreement with Clarke Environmental Mosquito Management, Inc. to provide the Services for the City;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the city council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2: It is hereby determined that, in the opinion of two-thirds (2/3) of the members of the corporate authorities holding office, it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and enter an agreement with Clarke Environmental Mosquito Management, Inc. to provide the Services for the City, a copy of which is attached hereto, identified as Exhibit “A” and made a part hereof.

Section 3: It is advisable, necessary and in the public interest that the City waive the limitation against multi-year contracts imposed by Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7) and authorize that the term of the agreement with Clarke Environmental Mosquito Management, Inc. may, at the option of the City, be renewed for two (2) additional one-year periods provided that the City appropriates an amount in subsequent years sufficient to pay the amounts due under the Contract.

Section 4: The Mayor shall be and is hereby authorized and directed to execute on behalf of the City and the City Clerk shall be and is hereby authorized and directed to attest the

attached agreement with Clarke Environmental Mosquito Management, Inc. to provide the Services for the City.

Section 5: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, expressly repealed.

Section 6: This ordinance shall be in full force and effect upon its passage and approval by a vote of two-thirds (2/3) of the members of the corporate authorities holding office and publication in accordance with law.

ADOPTED this 28th day of May 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 28th day of May 2024.

Paul Esposito, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 28th day of May 2024.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit "A"

Mosquito Abatement Services Contract

MOSQUITO ABATEMENT SERVICES CONTRACT

**BY AND BETWEEN THE
CITY OF OAKBROOK TERRACE
DUPAGE COUNTY, ILLINOIS**

AND

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.

CITY OF OAKBROOK TERRACE
17W275 BUTTERFIELD ROAD
OAKBROOK TERRACE, ILLINOIS 60181

James D. Ritz, City Administrator
(630) 941-8300

CITY OF OAKBROOK TERRACE

DUPAGE COUNTY, ILLINOIS

MOSQUITO ABATEMENT SERVICES CONTRACT

This agreement (the "Contract") is made this 28th day of May 2024 between the City of Oakbrook Terrace, Illinois, an Illinois municipal corporation, (the "City"), and Clarke Environmental Mosquito Management, Inc., an Illinois corporation, (the "Contractor"), for mosquito abatement services for the City of Oakbrook Terrace, Illinois.

In consideration of the mutual terms and covenants set forth in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

ARTICLE 1. DEFINITIONS

Wherever in the Contract the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- 1.1 City.** The City of Oakbrook Terrace, Illinois.
- 1.2 City Administrator.** The City of Oakbrook Terrace, Illinois, City Administrator.
- 1.3 Contract.** The written agreement between the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work, the furnishing of labor and materials required to complete the Work in an acceptable manner, including authorized extensions thereof, and the basis of payment.
- 1.4 Contractor.** The individual, firm, partnership, joint venture or corporation contracting with the City for performance of prescribed Work.
- 1.5 Equipment.** All machinery and equipment, together with the necessary supplies for upkeep and maintenance and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.
- 1.6 Extra Work.** An item of Work not provided for in the Contract as awarded but found essential and germane to the satisfactory completion of the Contract within its intended scope as determined by the City Administrator.
- 1.7 Materials.** Any substances specified for use in the performing the Work.
- 1.8 Director of Public Services.** The City of Oakbrook Terrace Director of Public Services, acting as the authorized representative of the City of Oakbrook Terrace City Administrator.

1.9 Work. Work shall mean the furnishing of all labor, materials, tools, equipment and other incidentals necessary or convenient to the successful performance of the obligations undertaken by the Contractor under the terms of the Contract.

ARTICLE 2. THE WORK

2.1 Intent of the Contract. The intent of the Contract is to prescribe a complete outline of Work which the Contractor undertakes to do in full compliance with the terms of the Contract. The Contractor shall perform all Work and such additional, extra and incidental Work as may be necessary to complete the Work. The Contractor shall furnish all required materials, equipment, tools, labor and incidentals, unless otherwise provided in the Contract.

2.2 The Work. For and in consideration of the payments to be made by the City to the Contractor, the Contractor shall perform the Work set forth in this Contract in compliance with all of the terms and the requirements of this Contract and with any Change Orders executed by the City and the Contractor after execution of this Contract.

2.2.1 General Services

2.2.1.1 Aerial Survey and Geographic Information System (GIS) Mapping.

2.2.1.2 Computer System and Record Keeping Database.

2.2.1.3 Public Relations and Educational Brochures.

2.2.1.4 Mosquito Hotline Citizen Response System - (800) 942-2555.

2.2.1.5 Comprehensive Insurance Coverage naming the City of Oakbrook Terrace as *additionally insured*.

2.2.1.6 Program Consulting and Quality Control Staff.

2.2.1.7 Monthly Operational Reports, Periodic Advisories and Annual Report.

2.2.1.8 Regulatory compliance on local, state and federal levels.

2.2.2 Surveillance and Monitoring

2.2.2.1 Floodwater Mosquito Migration Model. The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. The Contractor will contact the Director of Public Services of an impending brood arrival.

2.2.2.2 Adult Mosquito Population Surveillance:

2.2.2.2.1 Gravid Trap: Information from DuPage County Health Department.

2.2.2.2.2 Clarke New Jersey Light Trap NetWork: to monitor and evaluate adult mosquito activity.

2.2.2.3 Weather Monitoring - Operational Forecasts

2.2.3 Larval Control

2.2.3.1 Targeted Mosquito Management System (TMMS™) computer database and site management.

2.2.3.2 Larval Site Monitoring: Nine (9) inspections:

2.2.3.2.1 Three (3) complete inspections of up to 56 sites as outlined by most recent Clarke GIS Survey.

2.2.3.2.2 Five (5) targeted inspections of up to 41 historical breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.

2.2.3.2.3 Inspections of sites called in by residents on the Mosquito Hotline.

2.2.3.3 Prescription Larval Control with VectoLex® (*Bacillus sphaericus*), VectoBaC® (*Bacillus thuringiensis israelensis* - Bti), Abate® and/or Natular™ mosquito larvicide as described in the following sections:

2.2.3.3.1 Larval Control: The program provides for 25 acres of single brood or 30-day residual product with backpack or hand equipment.

2.2.3.3.2 Helicopter Prehatch: Two (2) treatments using 30-day residual product of up to 6 acres for floodwater mosquito control.

2.2.3.5 Larval Control: Stocking of 1,000 mosquito-eating fish for biological control.

2.2.3.6 Catch Basin Control:

2.2.3.6.1 Catch Basins: One (1) treatment of up to 600 street-side catch basins, inlets and manholes using Natular™ XRT a sustained release insecticide for control of up to 180 days.

2.2.4 Adult Control

2.2.4.1 Adulticiding in mosquito harborage areas:

2.2.4.1.1 Scheduled truck Ultra Low Volume (ULV) treatments using Merus™, a botanical insecticide for 4th of July event of up to one (1) mile.

2.2.4.2 Adulticiding in Residential Areas:

2.2.4.2.1 Six (6) community-wide truck ultra-low volume (ULV) treatments of a route of up to 17 miles of streets using Merus™, a botanical insecticide.

2.2.4.3 Adulticiding Operational Procedures:

2.2.4.3.1 Notification of community contact.

2.2.4.3.2 Weather limit monitoring and compliance.

2.2.4.3.3 Notification of residents on Clarke Call Notification List.

2.2.4.3.4 ULV particle size evaluation.

2.2.4.3.5 Insecticide dosage and quality control analysis.

2.3 Alterations, Cancellations, Extensions, Deductions and Extra Work. The City reserves the right to make, in writing, at any time during the Work, changes or alterations in the Work and the performance of Extra Work to satisfactorily complete the Work. The Work may be increased, decreased or omitted. Such changes, alterations and Extra Work shall not invalidate the Contract. The Contractor shall perform the Work as altered. If the alterations or changes significantly change the character of the Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City Administrator may determine to be fair and equitable.

All alterations, cancellations, extensions and deductions shall be authorized in writing by the City Administrator before Work is started. Such authorizations shall set up the items of Work involved and the method of payment for each item. Under no circumstances shall the Contractor undertake Extra Work without notification to the City Administrator and receipt of written authorization as provided herein. Claims for Extra Work which have not been authorized in writing by the City Administrator will be rejected.

ARTICLE 3: CONTRACT TERM AND RENEWAL

This Contract is effective when it is executed by both the City and the Contractor and continues in effect for one (1) year from the effective date. The term of this Contract may, at the option of the City, be renewed for two (2) additional one-year periods, provided that the City appropriates an amount in subsequent years sufficient to pay the amounts due under this Contract.

ARTICLE 4. CONTRACT REQUIREMENTS

4.1 Familiarity with Contract Requirements. Prior to execution of the Contract, the Contractor:

4.1.1 Shall carefully examine the provisions of the Contract, inspect in detail the site of the proposed Work, investigate and become familiar with all the local conditions affecting the Contract and become fully acquainted with the detailed requirements of the Work;

4.1.2 Conclusively assures and warrants to the City that the Contractor has made these examinations and that the Contractor understands all requirements for the performance of the Work;

4.1.3 Shall be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make these examinations or gain an understanding of the Contract requirements; and

4.1.4 Shall be responsible for any costs, expenses, losses or change in anticipated profits resulting from such failure or neglect of the Contractor to make these examinations or gain an understanding of the Contract requirements.

4.2 Certifications. The executed Contract shall be accompanied by a Contractor's Certification in the form provided by the City. The Contractor shall certify the following:

4.2.1 Illinois Taxes. The Contractor shall certify that, if it is a partnership, it is not and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

4.2.2 Bid Rigging. The Contractor shall certify that, if it is a partnership, it has not and its general partners have not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

4.2.3 Drug-free Workplace. The Contractor shall certify that it will provide a drug-free workplace by:

4.2.3.1 Publishing a statement:

4.2.3.1.1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;

4.2.3.1.2 Specifying the actions that will be taken against employees for violations of such prohibition;

4.2.3.1.3 Notifying the employee that, as a condition of employment on such contract, the employee will:

4.2.3.1.3.1 Abide by the terms of the statement; and

4.2.3.1.3.2 Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

4.2.3.2 Establishing a drug-free awareness program to inform employees about:

4.2.3.2.1 The dangers of drug abuse in the workplace;

4.2.3.2.2 The Contractor's policy of maintaining a drug-free workplace;

4.2.3.2.3 Any available drug counseling, rehabilitation and employee assistance program; and

4.2.3.2.4 The penalties that may be imposed upon employees for drug violations;

4.2.3.3 Making it a requirement to give a copy of the statement required by subparagraph 4.2.3.1 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

4.2.3.4 Notifying the City within ten (10) days after receiving notice under subparagraph 4.2.3.1.3.2 from an employee or otherwise receiving actual notice of such conviction;

4.2.3.5 Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

4.2.3.6 Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

4.2.3.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

4.2.4 Educational Loan. The Contractor shall certify that, if it is an individual, it is not; if it is a partnership, its general partners are not; and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

4.2.5 Human Rights Number. The Contractor shall certify that at the time the Contractor submitted a bid on this Contract, the Contractor had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

4.2.6 Prohibited Interest in Contract. The Contractor shall certify that:

4.2.6.1 No City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or

4.2.6.2 If the Contractor's stock is traded on a nationally recognized securities market, no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a

City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor; but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.

4.2.7 Gift Ban.

4.2.7.1 The Contractor shall certify that no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food, drink and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of the Code of Oakbrook Terrace Illinois; and

4.2.7.2 The Contractor shall certify that the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food, drink and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 30.33 of the Code of Oakbrook Terrace Illinois.

4.2.8 Patriot Act. The Contractor shall certify that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

ARTICLE 5. CONTROL OF WORK

5.1 Authority of City Administrator. All Work of the Contract shall be completed to the satisfaction of the City Administrator. The decision of the City Administrator shall be final on all questions which may arise, including, but not limited to, the quality and acceptability of materials and Work; the manner of performance; acceptable rates of progress on the Work; the interpretation of the Contract and specifications; the fulfillment of the Contract; the measurement of quantities and payment under the Contract; and the determination of the existence of changed or differing site conditions.

The City Administrator will notify the Contractor in writing if the Work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the Contract or failure to carry out orders of the City Administrator. The Work may also be suspended at the Contractor's risk

for such periods as the City Administrator may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work or for any other condition or reason deemed to be in the public interest.

The Contract does not require the City to provide the Contractor with direction or advice on how to do the Work. If the City approves or recommends any method or manner for doing the Work, the approval or recommendation shall not guarantee that following the method or manner will result in compliance with the Contract, relieve the Contractor of the risks and obligations of the Contract or create liability for the City.

In case of failure on the part of the Contractor to execute Work ordered by the City Administrator, the City Administrator may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such Work as may be deemed necessary; and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the Contract.

Authority to authorize Work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than \$20,000.00 may be exercised by a written change order of the City Administrator. Authority to increase the amount payable to the Contractor in all other instances may only be exercised by written change order signed by the Mayor and authorized by a due and proper vote of the City Council.

5.2 Conformity with Contract. All Work performed and all materials furnished shall be in conformity with the Contract. All Work or material which does not conform to the requirements of the Contract will be considered unacceptable. Unacceptable Work, whether the result of poor Workmanship, use of defective materials, damage through carelessness or other cause; and unacceptable material shall be remedied and corrected in an acceptable manner by and at the expense of the Contractor.

The City reserves the right to accept Work produced by the Contractor if the City Administrator finds the noncompliant materials or the nonconforming Work are in close conformity with the Contract. In this event, the City Administrator shall document the basis of acceptance by Contract modification which may provide for an appropriate adjustment in the Contract price for such Work or materials as the City Administrator deems necessary to conform to the determination. The determination of the City will be based on the best judgment of the City Administrator and shall be final and binding. Work done contrary to instructions given by the City Administrator or any Extra Work done without written approval given by the City Administrator will be considered unacceptable and will not be paid for under the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

The statement elsewhere in the Contract of remedies for the use of unacceptable materials or for unacceptable Work shall not be exclusive of the remedies provided in this article unless expressly provided therein.

Upon failure of the Contractor to comply with any order of the City Administrator made under the provisions of this article, the City Administrator will have authority to cause the unacceptable Work to be corrected and to deduct the cost from any monies due or to become due the Contractor.

5.3 Cooperation by Contractor. The Contractor shall give the Work constant attention necessary to facilitate the progress thereof and shall cooperate with the City Administrator, appointed inspectors and other contractors in every way possible.

5.4 Authority and Duties of the Director of Public Services. The Director of Public Services is authorized to inspect all Work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The Director of Public Services is not authorized to alter or waive the provisions of the Contract. The Director of Public Services is not authorized to issue instructions contrary to the terms of the Contract or to act as foreman for the Contractor. The Director of Public Services has the authority to reject defective Work or material and to suspend any Work being improperly performed.

5.6 Inspection of Work. All materials and each part or detail of the Work shall be subject at all times to inspection by the City Administrator and the Director of Public Services. The City Administrator and the Superintendent of Public Works and Water shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

ARTICLE 6. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

6.1 Laws to be Observed. The Contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances and regulations which in any manner affect the conduct of the Work; and all such orders or enactments as exist at the present and which may be enacted later of legislative bodies or tribunals having legal jurisdiction or which may have effect over the Work; and no plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the City and all of its officers, agents, employees and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

6.2 Sexual Harassment Policy. The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

6.3 Eligibility for Employment in the United States. The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

6.4 Civil Rights. The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

6.5 Foreign Corporation. The Contractor shall be an Illinois corporation or limited liability company or if the Contractor is a foreign (non-Illinois) corporation or limited liability company, the Contractor shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

6.6 Confidentiality of Information. Any documents, data, records or other information relating to the project and all information secured by the Contractor from the City in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor

and shall not be made available to third parties without written consent of the City, unless so required by court order.

6.7 Worker's Compensation Insurance. Prior to the approval of its Contract by the City, the Contractor shall furnish to the City certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the Workers' Compensation Act of the State of Illinois, as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all Work to be performed under the terms of the Contract has been completed and accepted; and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the Work by the City, is a part of the Contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said Workers' Compensation Act may be considered as a breach of the Contract.

6.8 Equal Employment Opportunity. During the performance of this Contract, the Contractor shall:

6.8.1 Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;

6.8.2 If it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;

6.8.3 In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;

6.8.4 Send to each labor organization or representative of Workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations thereunder;

6.8.5 Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations;

6.8.6 Permit access to all relevant books, records, accounts and Work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations; and

6.8.7 Include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed so that such provisions of this Contract will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractor; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Contractor's non-compliance with the provisions of this Article 6.8, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the City; and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

6.9 Non-Segregated Facilities. The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments and not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this subparagraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. The Contractor shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and it will retain such certifications in its files.

6.10 Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

6.11 Patented Devices, Material and Processes. If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the City indemnity from and against all claims for infringement and shall include the cost of such agreement in the price bid for the Work. It shall be the duty of the Contractor, if so demanded by the City, to furnish the City with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the City may, if it so elects, withhold any and all payments to the Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee

or owner is not made as required herein, the Contractor shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright in connection with the Work agreed to be performed under the Contract and shall indemnify the City for any cost, expense and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the Work.

6.12 Public Convenience and Safety. The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall at all times conduct the Work in such a manner as to ensure the least inconvenience to the public. The convenience of the general public shall be provided for in an adequate and satisfactory manner. No Work shall be performed during any legal holiday period, except with the written permission of the City Administrator. The legal holidays will include:

- New Year's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

6.13 Protection and Restoration of Property. If private property interferes with the Work, the Contractor shall notify the owners of such property, in writing, advising them of the nature of the interference and shall arrange to cooperate with them for the protection, alteration, restoration or disposition of such property. The Contractor shall furnish the City Administrator with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct or omission in its manner or method of execution or non-execution of the Work or caused by defective Work or the use of unsatisfactory materials; and such responsibility shall not be released until the Work shall have been completed and accepted and the Contractor shall have complied with the requirements of the Contract.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed; or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the City Administrator may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary; and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the City and the Contractor.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the bid prices of the Contract, and no additional compensation will be allowed.

6.14 Indemnification. To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City, its officials, agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this Work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the City, its officials, agents and employees for their own negligent acts or omissions.

In the event any such claim, lawsuit or action is asserted, any such money due the Contractor under and by virtue of the Contract as shall be deemed necessary by the City for the payment thereof, may be retained by the City for said purpose until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the City, its employees or agents shall be deemed a waiver by the City of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the Contract.

6.15 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the Contract. Whether stated in this article or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

6.15.1 Workers' Compensation and Employer's Liability.

6.15.1.1 Workers' compensation shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Workers' Compensation Act and approved pursuant to the rules of the Illinois Department of Insurance.

6.15.1.2 Employer's Liability.

6.15.1.2.1 Each Accident \$1,000,000

6.15.1.2.2 Disease-policy limit \$1,000,000

6.15.1.2.3 Disease-each employee \$1,000,000

6.15.2 Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

6.15.2.1 General Aggregate Limit \$2,000,000

6.15.2.2 Products-Completed Operations Aggregate Limit \$2,000,000

6.15.2.3 Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, that the City, its officers and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the Work and operations performed.

6.15.3 Commercial Automobile Liability. The policy shall cover owned, non-owned and hired vehicles.

Bodily Injury & Property Damage Liability - Each occurrence Limit \$1,000,000

6.15.4 Any policy shall provide excess limits over and above the other insurance limits stated in this article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

6.15.5 All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the Work and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work until notification of the date of final inspection.

6.15.6 Termination or refusal to renew shall not be made without 30 days' prior written notice to the City by the insurer, and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

6.15.7 All costs for insurance as specified herein will be considered as included in the cost of the Contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the

Contractor from its obligation to indemnify in excess of the coverage according to the Contract.

6.16 Minimum Scope of Insurance. Coverage shall be at least as broad as:

6.16.1 Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.

6.16.2 Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

6.16.3 Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employer's Liability insurance.

6.17 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

6.18 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

6.18.1 General Liability and Automobile Liability Coverages.

6.18.1.1 The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects liability arising out of the Contractor's Work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.

6.18.1.2 The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

6.18.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.

6.18.1.4 The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.18.1.5 If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form,” then the Contractor shall be required to name the City, its officials, agents, employees and volunteers as additional insureds.

6.18.1.6 All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

6.18.2 Workers’ Compensation and Employer’s Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from Work performed by Contractor.

6.19 Verification of Coverage. The Contractor shall, prior to the City’s executing the Contract, furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and are to be received and approved by the City before any Work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The City reserves the right to demand full certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the City with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor’s obligation to obtain and keep in force the required insurance.

6.20 Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.21 Assumption of Liability. The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any Work performed pursuant to this Contract.

6.22 Contractor Safety Responsibility. Nothing in this Contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection of the Work conducted by the City, and the officers and employees of the City, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including, but not limited to, third parties regarding workplace safety. In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the Contract. Additionally, the Contractor guarantees to

the City a safe workplace shall be provided for all employees of the Contractor and each of its subcontractors. There shall be no violation by the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of Illinois or other workplace safety requirement. The Contractor shall require this workplace safety guarantee of all subcontractors and shall expressly require the City to be a third-party beneficiary of each guarantee.

6.23 Contractor's Responsibility for Work. All Work of the Contract, including Work added to the Contract, shall be under the charge and care of the Contractor.

6.24 Personal Liability of Public Officials. In carrying out any of the provisions of this Contract or in exercising any power or authority granted to the City Administrator thereby, there shall be no personal liability upon the City Administrator or authorized representative, it being understood in such matters that they act as agents and representatives of the City. By entering into this Contract with the City, the Contractor covenants that it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the City for any action or omission done or not done in the course of their administration of this Contract. The Contractor shall pay all attorneys' fees and all costs incurred by the City, its officers and employees on account of action or suit in violation of this article.

6.25 No Waiver of Legal Rights. The City shall not be precluded or stopped by final acceptance or final payment or any payment made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor; or from showing any such payment is incorrectly made; or the Work or materials do not in fact conform to the Contract. The City shall not be precluded or estopped, by final acceptance, final payment or any payment in accordance therewith from recovering from the Contractor such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. A waiver on the part of the City of any right under the Contract or of a breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the Contract.

ARTICLE 7. PROSECUTION AND PROGRESS

7.1 Subletting of Contract. The Contractor acknowledges that the City is induced to enter into this Contract by, among other things, the qualifications of the Contractor. The Contract shall be deemed to be exclusive between City and Contractor. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of its right, title or interest therein, without written consent of the City Administrator. The City may refuse to accept any substitute Contractor for any reason.

7.2 Prosecution of the Work. The Contractor shall begin the Work to be performed under the Contract expeditiously when directed by the Director of Public Services. The Work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the Contract. The Contractor shall notify the City Administrator at least 24 hours in advance of either discontinuing or resuming operations.

7.3 Labor, Methods and Equipment. The Contractor shall at all times employ and provide sufficient labor, tools, equipment and other incidental items for prosecuting of the Work to full completion in the manner and time required by the Contract. All Workers shall have sufficient skills and experience to perform properly the Work assigned to them. Workers engaged in special Work or skilled Work shall have sufficient experience in such Work and in the operation of the equipment required to perform all Work properly and satisfactorily. Any person employed by the Contractor or by any subcontractor who, in the opinion of the City Administrator, does not perform Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the City Administrator, be removed at once by the Contractor or subcontractor employing such person and shall not be employed again in any portion of the Work without the approval of the City Administrator. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the City Administrator may suspend the Work by written notice until the Contractor has complied with such orders.

All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used shall be such that no injury to property will result from its use. When the methods and equipment to be used by the Contractor in performing the Work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that can be demonstrated to the City Administrator as satisfactory to accomplish the Contract Work in conformity with the requirements of the Contract. When the Contract specifies that the Work be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the City Administrator. If the Contractor desires to use a method or type of equipment other than specified in the Contract, it may request authority from the City Administrator to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing Work in conformity with the Contract requirements. If, after trial use of the substituted methods or equipment, the City Administrator determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment. The Contractor shall correct the deficient Work and replace it with Work of specified quality or take such other corrective action as the City Administrator may direct. No change will be made in basis of payment for the Work involved or in contract time as a result of authorizing a change in methods or equipment under these provisions.

7.4 Suspension of Work. The City Administrator shall have authority to suspend the Work, in whole or in part, when conditions at the site of the Work make for circumstances beyond the Contractor's control which are unfavorable for the satisfactory performance of the Work and when the Contractor does not comply with the Contract or orders of the City Administrator. The Contractor shall comply immediately with orders to suspend or resume Work. The Contractor shall not suspend Work without written authority from the City Administrator. The Contractor recognizes it is imperative that the Work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any Work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of Work to be performed by the Contractor or its subcontractors or sub-subcontractors of any tier.

7.5 Default on Contract. If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure the completion of said Work within the specified time, or shall perform the Work unsuitably, as determined by the City Administrator, or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in a manner approved by the City Administrator or otherwise fails to conform to the terms of the Contract, the City Administrator shall give notice in writing to the Contractor of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not proceed according to the corrective measures required, the City shall, upon written certificate from the City Administrator of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option, it may take over the Work and may complete the Work with its own forces, or use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner. The Contractor shall bear any extra expenses incurred by the City in completing the Work, including all increased cost for completing the Work, and all damages sustained, or which may be sustained, by the City by reason of such breach, refusal, neglect, failure, or discontinuance of Work by the Contractor. After all the Work contemplated by the Contract has been completed, the City Administrator will calculate the total expenses and damages for the completed Work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the City to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor shall be liable to the City and shall pay the difference to the City on demand. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Section 7.7.

7.6 Termination of the Contractor's Responsibility. Whenever the Work called for by the Contract has been completely performed on the part of the Contractor and all of the Work has been approved by the City Administrator and accepted by the City according to the Contract and the final payment paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of Work including, but not limited to, Sections 6.14, 6.15, 6.24 and 6.25.

7.7 Termination for Public Convenience. The City may, by written order, terminate the Contract or any portion thereof after determining that proceeding with or completing the Work as originally contracted for would not be in the public interest and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. When the Contract, or any portion thereof, is definitely terminated or canceled and the Contractor released before all items of Work included in its Contract have been completed, payment

will be made for the actual amount of Work completed. Termination of a Contract will not relieve the Contractor of the responsibility of correcting defective Work as required by the Contract.

ARTICLE 8. PAYMENT

8.1 Taxes. The City is a unit of local government and is exempt from the payment of Retailers’ Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

8.2 Scope of Payment. Payment to the Contractor will be made for the actual Work performed and accepted or material furnished and accepted according to the Contract. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the City; for all risks of every description connected with the prosecution of the Work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the Work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the Work in an acceptable manner according to the Contract. Any payment made prior to final acceptance of the Work by the City shall in no way constitute an acknowledgment of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at its own expense, to repair, correct, renew or replace any defects or imperfections in the Work or the quality of the materials used in or about the Work under the Contract, nor any damage due or attributable to such defective Work, which defective Work, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the Work. The City Administrator shall be the sole judge of such defective Work, imperfections or damage; and the Contractor shall be liable to the City for failure to correct the same as provided herein.

8.3 Partial Payments.

8.3.1 The Contractor shall submit to the City Administrator an invoice, in writing, sufficiently in advance of the due date to allow approval and payment in accordance with time limits set forth in the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) of the amount of Work performed and the value thereof based upon the Contract price according to the following schedule:

Payment Due Date	Amount
June 1, 2024	\$4,275.00
July 1, 2024	\$4,275.00
August 1, 2024	\$4,275.00
September 1, 2024	<u>\$4,275.00</u>
2024 Total	<u>\$17,100.00</u>

8.3.2 Provided that the City exercises its option to renew the Contract for the 2025 season, the new aggregate annual Contract Price shall be adjusted to not exceed the lesser of (i) a cost-of living adjustment based on the all-items Consumer Price Index for All Urban Consumers in the

Chicago-Gary-Kenosha area measured as of the most recent Consumer Price Index number available prior to May 1, 2025, or (ii) three percent (3%). In the event that publication or issuance of the Index is discontinued or suspended, the Consumer Price Index shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the Consumer Price Index and that weights such categories in a substantially similar way to the weighting of the Consumer Price Index at the effective date of this Contract. The Consumer Price Index rates, solely for reference purposes, may be accessed at <https://www.bls.gov/news.release/cpi.toc.htm>, it being understood that there is no representation or warranty that the rates published on such website are accurate. The Contractor shall submit to the City Administrator an invoice, in writing, sufficiently in advance of the due date to allow approval and payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) of the amount of Work performed and the value thereof based upon the Contract price according to the following schedule:

Payment Due Date	Amount
June 1, 2025	\$(25% of 2026 Annual Total)
July 1, 2025	\$(25% of 2026 Annual Total)
August 1, 2025	\$(25% of 2026 Annual Total)
September 1, 2025	\$(25% of 2026 Annual Total)
2025 Total	\$(2025 Annual Total)

8.3.3 Provided that the City exercises its option to renew the Contract for the 2026 season, the new aggregate annual Contract Price shall be adjusted to not exceed the lesser of (i) a cost-of living adjustment based on the all-items Consumer Price Index for All Urban Consumers in the Chicago-Gary-Kenosha area measured as of the most recent Consumer Price Index number available prior to May 1, 2026, or (ii) three percent (3%). In the event that publication or issuance of the Index is discontinued or suspended, the Consumer Price Index shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the Consumer Price Index and that weights such categories in a substantially similar way to the weighting of the Consumer Price Index at the effective date of this Contract. The Consumer Price Index rates, solely for reference purposes, may be accessed at <https://www.bls.gov/news.release/cpi.toc.htm>, it being understood that there is no representation or warranty that the rates published on such website are accurate. The Contractor shall submit to the City Administrator an invoice, in writing, sufficiently in advance of the due date to allow approval and payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) of the amount of Work performed and the value thereof based upon the Contract price according to the following schedule:

Payment Due Date	Amount
June 1, 2026	\$(25% of 2026 Annual Total)

July 1, 2026	\$(25% of 2026 Annual Total)
August 1, 2026	\$(25% of 2026 Annual Total)
September 1, 2026	\$(25% of 2026 Annual Total)
2026 Total	<u>\$(2026 Annual Total)</u>

8.4 Payment approval. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

ARTICLE 9. GENERAL PROVISIONS

9.1 Governing Law. All applicable federal and state laws and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written therein in full. This Contract shall be governed by the laws of the State of Illinois.

9.2 Severability of Clauses. The illegality or invalidity of any term or clause of this Contract shall not affect the validity of the remainder of this Contract, and the Contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

9.3 Waiver of Breach. The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

9.4 Written Notice. Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via e-mail, with a confirming fax or overnight delivery, addressed to the above parties as follows:

- A. If to City:
 City of Oakbrook Terrace
 17W275 Butterfield Road
 Oakbrook Terrace, Illinois 60181
 Attn: Mr. James D. Ritz, City Administrator

- B. If to Contractor:
 Clarke Environmental Mosquito Management, Inc.
 675 Sidwell Court
 St Charles, Illinois 60174
 Attn: John Lyell Clarke III, President

Either party may change its mailing address or other contact information by giving written notice to the other party as provided above. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

9.5 Obligations Survive. The obligations or duties imposed upon the Contractor under the Contract shall survive any closeout of the Work or termination of the Contract.

9.6 Successors and Assigns. The City and the Contractor each binds itself, its successors and assigns and legal representative to other party hereto and the successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.

9.7 Independent Contractor. The Contractor is an independent contractor and in providing its services under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

9.8 Permits and Fees. The Contractor is not responsible for any permits or fees which might be assessed upon the City by federal, state or local government. When the City authorizes or directs in writing the acquisition of such permits or payment of such fees, the City will reimburse the Contractor the amount paid for all such permits and fees.

9.10 Right to Audit. The City shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of three (3) years after payment. In addition, the City or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate Work space, in order to conduct audits in compliance with this article.

9.11 Confidentiality. The Contractor shall keep all information concerning the Work confidential, except for communications incident to completion of the Work between the City, the Contractor and the public, and their independent subcontractors, suppliers and sub-consultants, and except for publicity approved by the City and communications in connection with filings with governmental bodies having jurisdiction over the Work.

9.12 Cooperation with City's Consultants. The Contractor shall cooperate with any consultant retained by the City, but the Contractor shall not be contractually responsible for such consultants.

9.13 Entire Contract. This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor.

9.14 Contractor Record Retention. The Contractor and all subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the City under the contract and subcontract. The books and records shall be maintained by the Contractor and all subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractors shall be available for review and audit by the City. The Contractor and all subcontractors shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the City to timely comply with the time limits imposed by the Freedom of Information Act (5

ILCS 140/1 *et seq.*). Failure by the Contractor to maintain the books, records and supporting documents required by this section or the failure by the Contractor to provide full access to and copying of all relevant books and records within a time period which allows the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the City for the recovery of any funds paid by the City under this Agreement or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Contract. The Contractor and subcontractor shall include the requirements of this Article in all subcontracts.

This Contract is executed that day and year first written above.

City:
City of Oakbrook Terrace

Contractor:
Clarke Environmental Mosquito Management, Inc.

By: _____
Paul Esposito Mayor

By: _____
John Lyell Clarke III, President

Attest:

Attest:

By: _____
Michael Shadley, City Clerk

By: _____
Andrew P. Tecson, Secretary

EXHIBIT A

CG 20 10 03 97

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT C

**POLICY NUMBER:
CG 20 37 07 04**

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your Work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products—completed operations hazard."

CG 20 37 07 04

ISO Properties, Inc., 2004

EXHIBIT D (EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) Completed		
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
Fully Completed		INSURERS AFFORDING COVERAGE		NAIC #		
INSURED		INSURER A: Name of Insurance Company		Completed		
COVERAGES		INSURER B: Name of Insurance Company		Completed		
Fully Completed		INSURER C: Name of Insurance Company		Completed		
		INSURER D: Name of Insurance Company		Completed		
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSURER	INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY CG001 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNERS & CONT PROT (IF REQUIRED) <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIER PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. Occur.) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <input type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident) \$ 1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY- AGG \$
B	X	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	WC STATUTORY LIMITS OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE-EA EMPLOYEE \$1,000,000 E L DISEASE-POLICY LIMIT \$1,000,000
		OTHER	Policy Number	Policy Start Date	Policy End Date	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.						
CERTIFICATE HOLDER			CANCELLATION			
Additional Insured: City of Oakbrook Terrace, its officials, employees, agents and volunteers.			SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.			
			SIGNATURE OF AUTHORIZED AGENT			

ACORD 25 (2001/09)

Acord Corp. 1998

1216874.1

Exhibit D - Page 1 of 1

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

**Commercial General Liability
Coverage Part**

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your Work."

For purposes of this endorsement, "arising out of your Work" shall mean:

- A. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- B. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors Work.
- C. Liability the Additional Insured may incur for failure to maintain safe Worksite conditions.
- D. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

MAY 28 2024

ORDINANCE NO. 24 - 19

**AN ORDINANCE APPROVING AND AUTHORIZING THE PUBLICATION OF A
REVISED OFFICIAL WARD MAP FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, pursuant to Section 3.1-20-15 and Section 3.1-20-25 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/3.1-20-15 and Section 3.1-20-25), the City Council of the City has heretofore divided the City into three (3) wards based upon the city’s population;

WHEREAS, pursuant Section 11-13-25 of the Illinois Municipal Code (65 ILCS 5/11-13-25), the corporate authorities of the City are authorized to redistrict the City due to new territory being annexed to the City; and

WHEREAS, the Ward Map attached hereto as Exhibit “A” and made a part hereof, is the official Ward Map of the City, inclusive of changes from new territory being annexed to the City;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2: The corporate authorities of the City hereby adopt the Ward Map attached hereto as Exhibit “A” and made a part hereof, as the official Ward Map of the City which shall be on file in the office of the City Clerk. Copies of the official Ward Map of the City shall be available to the public for reference at all times during which City Hall is open and may be certified on request.

Section 3: The City Clerk is hereby authorized and directed to publish the Ward Map in pamphlet form and cause a certified copy of this ordinance, including the Ward Map attached hereto as Exhibit “A,” to be filed with the DuPage County Clerk’s Election Division within thirty (30) days of the passage and approval of this ordinance.

Section 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 5: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 28th day of May 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

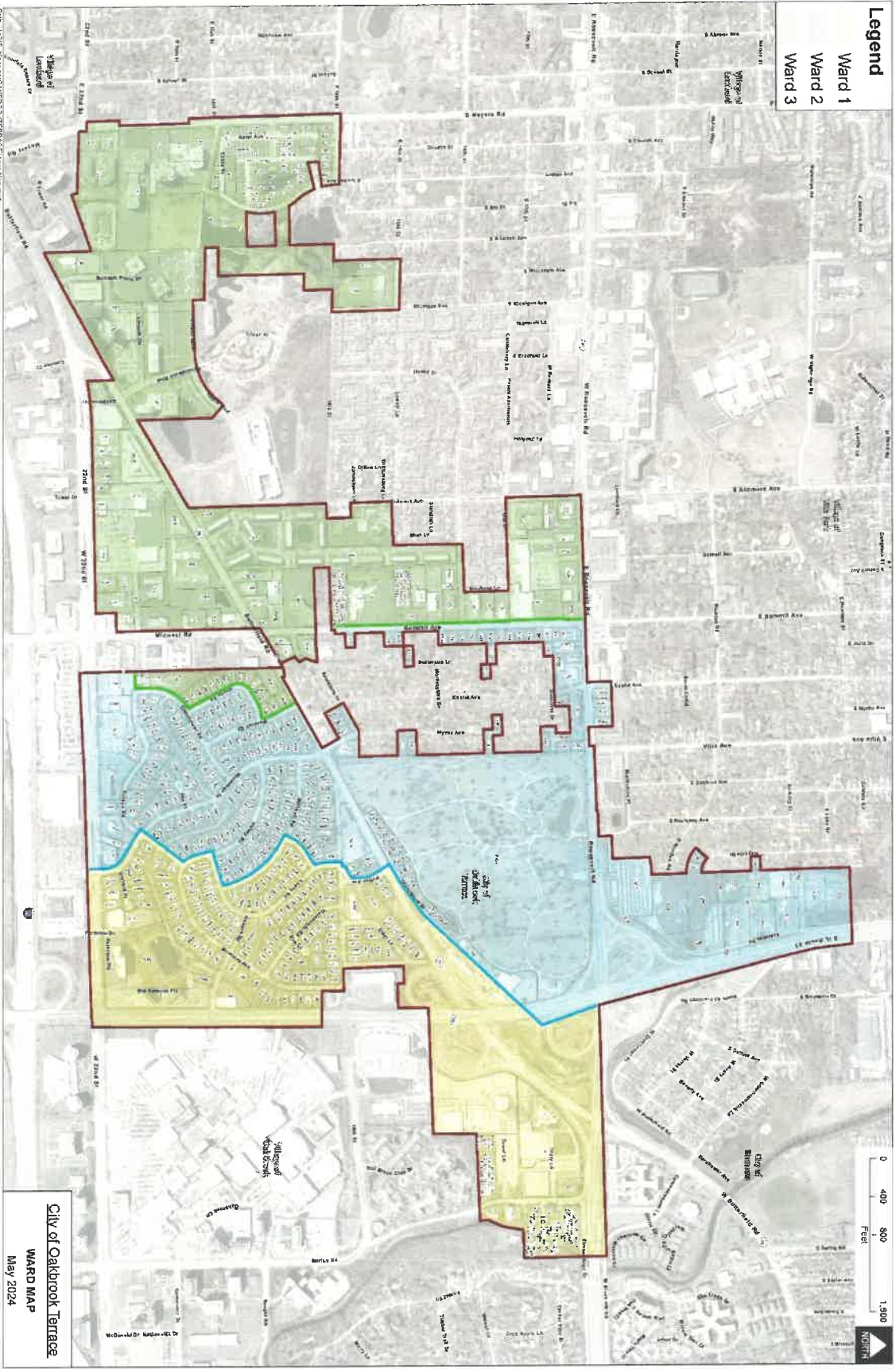
APPROVED by me this 28th day of May 2024.

Paul Esposito, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 28th day of May 2024.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

EXHIBIT "A"
OFFICIAL WARD MAP OF THE
CITY OF OAKBROOK TERRACE, ILLINOIS



MAY 28 2024

ORDINANCE NO. 24 -

AN ORDINANCE DECREASING THE NUMBER OF CLASS “A” LIQUOR LICENSES BY ONE (1), PURSUANT TO THE PROVISIONS OF TITLE XI (BUSINESS REGULATIONS); CHAPTER 111 (FOOD AND BEVERAGES); SUBCHAPTER ALCOHOLIC LIQUOR CONTROL, SECTION 111.012 (NUMBER OF LICENSES IN EACH LICENSE CLASSIFICATION), OF THE CODE OF ORDINANCES OF THE CITY OF OAKBROOK TERRACE, ILLINOIS, AS AMENDED (TIR Oakbrook Terrace Inc. D/B/A Ton Ichi Ramen)

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, Section 111.020(B) of the Code of Oakbrook Terrace, Illinois (the “City Code”) provides that any license issued shall terminate by operation of law if not renewed within ten days after the date of its expiration, and Section 111.011 entitled “Term of License” provides that each license shall terminate on the last day of May following the date of its issuance;

WHEREAS, TIR Oakbrook Terrace Inc., doing business as Ton Ichi Ramen, 17W420 22nd Street, Oakbrook Terrace, Illinois (the “Licensee”), has failed to renew its Class “A” liquor license within ten days after the date of its expiration and is subject to having its license declared lapsed;

WHEREAS, Section 111.012 of the City Code provides that the total number of liquor licenses may be increased or decreased from time to time by the adoption of an ordinance amending the City Code, in the discretion of the City Council upon failure of the Licensee to renew its liquor license, and

WHEREAS, the City Council has determined that it is necessary to decrease the number of Class “A” liquor licenses that authorize the retail sale of alcoholic liquors for consumption only on the licensed premises, including restaurants, cocktail lounges, and hotels, due to the lapse of the Licensee’s license;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Oakbrook Terrace, DuPage County, Illinois as follows:

Section 1: The recitals set forth above are incorporated herein by this reference.

Section 2: Pursuant to Section 111.012 (Number of Licenses in Each License Classification) of the City Code, the number of Class “A” liquor licenses to be issued in the City is hereby decreased by one (1), decreasing the total number of Class “A” liquor licenses to be issued in the City to twenty-one (21).

Section 3: Title XI (Business Regulations), Chapter 111 (Food and Beverages), Subchapter Alcoholic Liquor Control, Section 111.012 (Number of Licenses in Each License Classification), of the City's Code of Ordinances is hereby amended to read as follows:

§ 111.012 NUMBER OF LICENSES IN EACH LICENSE CLASSIFICATION.

(A) The total number of liquor licenses of all classes (except Class "C") issued under this subchapter shall not exceed the sum of all classes, and as further restricted to the following totals by classes:

- (1) The total number of Class A licenses shall not exceed twenty-one (21).
- (2) The total number of Class B licenses shall not exceed five (5).
- (3) The total number of Class C licenses shall be limited pursuant to § 111.009(C).
- (4) The total number of Class D licenses shall not exceed zero (0).
- (5) The total number of Class E licenses shall not exceed twelve (12).
- (6) The total number of Class F licenses shall not exceed one (1).
- (7) The total number of Class H licenses shall not exceed zero (0).
- (8) The total number of Class I licenses shall not exceed one (1).
- (9) The total number of Class J licenses shall not exceed one (1).
- (10) The total number of Class K licenses shall not exceed zero (0).
- (11) The total number of Class L licenses shall not exceed two (2).
- (12) The total number of Class N licenses shall not exceed zero (0).
- (13) The total number of Class O licenses shall not exceed zero (0).
- (14) The total number of Class P licenses shall not exceed zero (0).
- (15) The total number of Class Q licenses shall not exceed zero (0).

(B) The total number of licenses may be increased or decreased from time to time, by the adoption of an ordinance amending this code, in the discretion of the City Council as follows:

(1) Pursuant to § 111.007(B), upon the recommendation of the Commissioner concerning an applied-for license of a particular classification;

(2) Upon failure of a licensee to renew its license, or upon notice from the Commissioner that a license has been declared forfeited or lapsed pursuant to § 111.018 of this subchapter, or that a license has been revoked by order of the Commissioner pursuant to § 111.037 of this subchapter.

Section 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 5: This ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

ADOPTED this 11th day of June 2024, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 11th day of June 2024.

Paul Esposito, Mayor of the
City of Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 11th day of June 2024.

Michael Shadley, Clerk of the
City of Oakbrook Terrace, DuPage County, Illinois

MAY 28 2024

ORDINANCE NO. 24 -

AN ORDINANCE DECREASING THE NUMBER OF CLASS “E” LIQUOR LICENSES BY ONE (1), PURSUANT TO THE PROVISIONS OF TITLE XI (BUSINESS REGULATIONS); CHAPTER 111 (FOOD AND BEVERAGES); SUBCHAPTER ALCOHOLIC LIQUOR CONTROL, SECTION 111.012 (NUMBER OF LICENSES IN EACH LICENSE CLASSIFICATION), OF THE CODE OF ORDINANCES OF THE CITY OF OAKBROOK TERRACE, ILLINOIS, AS AMENDED (Royale Liquors LLC D/B/A Pete’s Fresh Market)

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, Section 111.020 of the Code of Oakbrook Terrace, Illinois (the “City Code”) provides that any license issued shall terminate by operation of law if not renewed within ten days after the date of its expiration, and Section 111.011 entitled “Term of License” provides that each license shall terminate on the last day of April following the date of its issuance;;

WHEREAS, Royale Liquors LLC., doing business as Pete’s Fresh Market at 17W675 Roosevelt Road, Illinois (the “Licensee”), has failed to renew its Class “E” liquor license within ten days after the date of its expiration and is subject to having its license declared lapsed;

WHEREAS, the Liquor Commissioner has ordered the Licensee’s Class “E” liquor license forfeited and has notified the City Council of the forfeiture of the Licensee’s license, a copy of which Order is attached hereto, marked as Exhibit “A” and made a part hereof;

WHEREAS, Section 111.012 of the City Code provides that the total number of liquor licenses may be increased or decreased from time to time, by the adoption of an ordinance amending the City Code, in the discretion of the City Council upon failure of the Licensee to renew its liquor license, or upon notice from the Liquor Commissioner that a liquor license has been declared forfeited or lapsed pursuant to section 111.018 of the City Code, or that a liquor license has been revoked by order of the Liquor Commissioner pursuant to Section 111.037 of the City Code; and

WHEREAS, the City Council has determined that it is necessary to decrease the number of Class “E” liquor licenses that authorize the retail sale of alcoholic liquors for consumption only on the licensed premises, including restaurants, cocktail lounges, and hotels due to the forfeiture or lapse of the Licensee ‘s license;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Oakbrook Terrace, DuPage County, Illinois as follows:

Section 1: The recitals set forth above are incorporated herein by this reference.

Section 2: Pursuant to Section 111.012 (Number of Licenses in Each License Classification) of the Code of Ordinances of the City of Oakbrook Terrace, the number of Class

“E” liquor licenses to be issued in the City is hereby decreased by one (1), decreasing the total number of Class “E” liquor licenses to be issued in the City to eleven (11).

Section 3: Title XI (Business Regulations), Chapter 111 (Food and Beverages), Subchapter Alcoholic Liquor Control, Section 111.012 (Number of Licenses in Each License Classification), of the City’s Code of Ordinances is hereby amended to read as follows:

§ 111.012 NUMBER OF LICENSES IN EACH LICENSE CLASSIFICATION.

(A) The total number of liquor licenses of all classes (except Class C) issued under this subchapter shall not exceed the sum of all classes, and as further restricted to the following totals by classes:

- (1) The total number of Class A licenses shall not exceed twenty-one.
- (2) The total number of Class B licenses shall not exceed five.
- (3) The total number of Class C licenses shall be limited pursuant to § 111.009(C).
- (4) The total number of Class D licenses shall not exceed zero.
- (5) The total number of Class E licenses shall not exceed eleven.
- (6) The total number of Class F licenses shall not exceed one.
- (7) The total number of Class H licenses shall not exceed zero.
- (8) The total number of Class I licenses shall not exceed one.
- (9) The total number of Class J licenses shall not exceed one.
- (10) The total number of Class K licenses shall not exceed zero.
- (11) The total number of Class L licenses shall not exceed two.
- (12) The total number of Class N licenses shall not exceed zero.
- (13) The total number of Class O licenses shall not exceed zero.
- (14) The total number of Class P licenses shall not exceed zero.
- (15) The total number of Class Q licenses shall not exceed zero.

(B) The total number of licenses may be increased or decreased from time to time, by the adoption of an ordinance amending this code, in the discretion of the City Council as follows:

(1) Pursuant to § 111.007(B), upon the recommendation of the Commissioner concerning an applied-for license of a particular classification;

(2) Upon failure of a licensee to renew its license, or upon notice from the Commissioner that a license has been declared forfeited or lapsed pursuant to § 111.018 of this subchapter, or that a license has been revoked by order of the Commissioner pursuant to § 111.037 of this subchapter.

Section 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 5: This ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

ADOPTED this 11th day of June 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 11th day of June 2024.

Paul Esposito, Mayor of the
City of Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 11th day of June 2024.

Michael Shadley, Clerk of the
City of Oakbrook Terrace, DuPage County, Illinois

MAY 28 2024

ORDINANCE NO. 24 - _____

AN ORDINANCE RATIFYING THE EXECUTION OF A REAL ESTATE SALE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY IN THE CITY OF OAKBROOK TERRACE, ILLINOIS

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City, a body politic and corporate duly organized and existing as a municipal corporation of the State of Illinois, is authorized by Sections 11-61-1.5, 11-61-3, 11-74-2.9, 11-74-3-3, 11-74.4-4 and 11-76.1-1 of the Illinois Municipal Code (65 ILCS 5/11-61-1.5, 11-61-3; 11-74-2.9, 11-74-3-3, 11-74.4-4 and 11-76.1-1) to purchase real property for public purposes;

WHEREAS, the corporate authorities of the City have considered whether it would be appropriate to purchase certain real property located at the address commonly known as Lot 1 – Patton Avenue, Oakbrook Terrace, Illinois (the “Property”);

WHEREAS, the corporate authorities of the City find that it is useful, advantageous, desirable, necessary and in the public interest and welfare of the City and its residents to purchase the Property to fulfill the City’s goal of expanding its municipal campus;

WHEREAS, on May 14, 2024, the corporate authorities of the City approved Ordinance No. 24-17 entitled *An Ordinance to Direct the Preparation of a Real Estate Sale Agreement for the Acquisition of Real Property in the City of Oakbrook Terrace, Illinois - Lot 1 – Patton Avenue*, which ordinance authorized the preparation and execution of a Real Estate Sale Agreement for the Property (the “Contract”) and required that the terms and conditions of the Contract be reported back to the city council; and

WHEREAS, the terms and conditions of the Contract and an Addendum to the Multi-Board Residential Real Estate Contract 7.0 Between the City of Oakbrook Terrace, Illinois and Draga Kocijan - Lot 1 Patton Avenue, Oakbrook Terrace, Illinois, were negotiated with the owner of the Property, and the Contract and the Addendum to the Multi-Board Residential Real Estate Contract 7.0 Between the City of Oakbrook Terrace, Illinois and Draga Kocijan - Lot 1 Patton Avenue, Oakbrook Terrace, Illinois, were executed by the Mayor, a copy of each are attached hereto, marked as Exhibit “A” and made a part hereof;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: Incorporation Clause. The corporate authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this ordinance are

full, true and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

Section 2: Purpose. The corporate authorities have determined that it is necessary and desirable that the City purchase the Property for future expansion of its municipal campus and that such use is for public purposes.

Section 3: Authorization. The corporate authorities hereby authorize and ratify the terms and conditions and the execution of the Contract to purchase the Property and the Addendum to the Multi-Board Residential Real Estate Contract 7.0 Between the City of Oakbrook Terrace, Illinois, and Draga Kocijan - Lot 1 Patton Avenue, Oakbrook Terrace, Illinois, for the Property. The corporate authorities hereby authorize and direct the Mayor and/or the City Administrator or their/his/her designee(s) to execute any applicable transactional documents as may be necessary to carry out and effectuate the purchase of the Property. The City Clerk is hereby authorized and directed to attest to and countersign and/or record the documents necessary to carry out and effectuate the purchase of the Property. The corporate authorities hereby authorize the officers, employees and/or agents of the City to take all action necessary or reasonably required to carry out, give effect to and consummate the intent of this ordinance and to consummate the transaction contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the purchase of the Property.

Section 4: Headings. The headings of the articles, sections, paragraphs and sub-paragraphs of this ordinance are inserted solely for the convenience of reference and form no substantive part of this ordinance nor should they be used in any interpretation or construction of any substantive provision of this ordinance.

Section 5: Severability. The provisions of this ordinance are hereby declared to be severable; and should any provision of this ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein; and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 6: Superseder. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Section 7: Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 28th day of May 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 28th day of May 2024.

 Paul Esposito, Mayor of the City of
 Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office
this 28th day of May 2024.

 Michael Shadley, Clerk of the City of
 Oakbrook Terrace, DuPage County, Illinois

Exhibit "A"

**MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0 AND
ADDENDUM TO THE MULTI-BOARD RESIDENTIAL REAL ESTATE
CONTRACT 7.0 BETWEEN THE
CITY OF OAKBROOK TERRACE, ILLINOIS, AND DRAGA KOCIJAN
LOT 1 - PATTON AVENUE, OAKBROOK TERRACE, ILLINOIS**

**ADDENDUM TO THE MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT
7.0 BY AND BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND
DRAGA KOCIJAN – LOT 1 PATTON AVENUE, OAKBROOK TERRACE, ILLINOIS**

This Addendum made this 15th day of May 2024 supplements, amends and modifies the terms and conditions of the Multi-Board Residential Real Estate Contract 7.0 (the “Agreement”) by and between the City of Oakbrook Terrace, Illinois (the “City”) and Draga Kocijan (the “Seller”) for the purchase and sale of Lot 1 on Patton Avenue, Oakbrook Terrace, Illinois (the “Real Estate”).

In consideration of these premises and of the mutual covenants herein set forth, the City and the Seller agree that the Agreement shall be amended and supplemented as follows:

1. **Seller’s Certifications:** The certifications hereinafter made by the Seller are each a material representation of fact upon which reliance is placed by the City in entering into the Agreement with the Seller. The City may terminate the Agreement if it is later determined that the Seller rendered a false or erroneous certification.

I, Draga Kocijan, hereby certify, represent and warrant to the City that:

- (A) I am not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) I am not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;
- (C) No officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer of the City in violation of Chapter 2, Article XIX of the Code of Ordinances of Oakbrook Terrace, Illinois, adopted by the City pursuant to the requirements of the State Officials and Employees Ethics Act;
- (D) I have not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer of the City in violation of Chapter 2, Article XIX of the Code of

Ordinances of Oakbrook Terrace, Illinois, adopted by the City pursuant to the requirements of the State Officials and Employees Ethics Act;

- (E) I am not a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and I am not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;
- (F) I am not, directly or indirectly, engaged in and am not facilitating the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and
- (G) I am not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit or supports terrorism; and I am not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

2. **Acceptance by the City:** The Agreement shall be subject to the lawful acceptance and approval of the terms of the Agreement by the Oakbrook Terrace City Council. Acceptance and approval of the Agreement shall be evidenced by the passage of an ordinance approving the terms of the Agreement and authorizing execution of the Agreement. If the terms of this Agreement are not approved by the Oakbrook Terrace City Council, then the Agreement shall automatically become null and void.


The Parties have executed this Addendum effective the date first written above.

CITY:

SELLER:


CITY OF OAKBROOK TERRACE, ILLINOIS

DRAGA KOCIJAN

By: 
Paul Esposito, Mayor

By: _____
Draga Kocijan

ATTEST:


Michael Shadley, City Clerk



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."
2 Buyer Name(s) [PLEASE PRINT] City of Oakbrook Terrace, Illinois
3 Seller Name(s) [PLEASE PRINT] Draga Kocijan, the Owner of Record
4 If Dual Agency applies, check here [] and complete Optional Paragraph 29.

5 2. THE REAL ESTATE: Real Estate is defined as the property, all improvements, the fixtures and Personal Property
6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
7 approximate lot size or acreage of 76.4' x 160' commonly known as:

8 Lot 1 Patton Avenue Oakbrook Terrace IL 60181 DuPage
9 Address Unit # (if applicable) City State Zip County
10 Permanent Index Number(s): 06-22-201-014-0000 [] Single Family Attached [] Single Family Detached [] Multi-Unit

11 If Designated Parking is Included: # of space(s) ; identified as space(s) # ; location
12 [CHECK TYPE] [] deeded space, PIN: [] limited common element [] assigned space.
13 If Designated Storage is Included: # of space(s) ; identified as space(s) # ; location
14 [CHECK TYPE] [] deeded space, PIN: [] limited common element [] assigned space.

15 3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE: All of the fixtures and included Personal Property
16 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
17 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
18 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

- 19 Refrigerator Wine/Beverage Refrigerator Light Fixtures, as they exist Fireplace Gas Log(s)
20 Oven/Range/Stove Sump Pump(s) Built-in or attached shelving Smoke Detector
21 Microwave Water Softener (unless rented) All Window Treatments & Hardware Carbon Monoxide Detectors
22 Dishwasher Central Air Conditioning Satellite Dish Invisible Fence System, Collar & Box
23 Garbage Disposal Central Humidifier Wall Mounted Brackets (AV/TV) Garage Door Opener(s)
24 Trash Compactor Central Vac & Equipment Security System(s) (unless rented) with all Transmitters
25 Washer All Tacked-Down Carpeting Intercom System Outdoor Shed
26 Dryer Exfoliating Storms & Screens Electronic or Media Air Filter(s) Outdoor Playset(s)
27 Attached Gas Grill Window Air Conditioner(s) Backup Generator System Planted Vegetation
28 Water Heater Ceiling Fan(s) Fireplace Screens/Doors/Crates Hardscaping

29 Other Items Included at No Added Value: None

30 Items Not Included: None

31 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
32 operating condition at Possession except: None

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

35 If Home Warranty applies, check here [] and complete Optional Paragraph 32. Buyer Initial Seller Initial

36 4. PURCHASE PRICE AND PAYMENT: The Purchase Price is \$ 126,000/135,000. After the payment of Earnest
37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
38 "Good Funds" as defined by law.

39 a) CREDIT AT CLOSING: [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
40 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller
41 agrees to credit \$ -0- to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

42 b) EARNEST MONEY: Earnest Money of \$ -0- shall be tendered to Escrowee on or before
43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ shall be tendered
44 by 20. Earnest Money shall be held in trust for the mutual benefit of the Parties by

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45 [CHECK ONE]: Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee."
46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.
47 c) BALANCE DUE AT CLOSING: The Balance Due at Closing shall be the Purchase Price, plus or minus
48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 5. CLOSING: Closing shall be on June 12, 20 24, or at such time as mutually agreed by the Parties in
50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 6. POSSESSION: Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 7. FINANCING: [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]

56 a) LOAN CONTINGENCY: Not later than forty-five (45) days after Date of Acceptance or five
57 (5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall
58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
60 as follows: [CHECK ONE] fixed; adjustable; [CHECK ONE] conventional; FHA; VA; USDA;
61 other _____ loan for _____ % of the Purchase Price, plus private mortgage insurance (PMI),
62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum,
63 amortized over not less than _____ years. Buyer shall pay discount points not to exceed _____ % of the loan amount.
64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.
65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller
69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
70 in full force and effect.

71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
74 thereafter or any extension thereof agreed to by the Parties in writing.

75 A Party causing delay in the loan approval process shall not have the right to terminate under this
76 subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as
77 otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.

78 Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of
79 Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
81 conditioned on the sale and/or closing of Buyer's existing real estate.

82 If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this
83 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

84 b) CASH TRANSACTION WITH NO MORTGAGE: [ALL CASH] If this selection is made, Buyer will pay
85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

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89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
92 share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 30, this Contract shall
93 not be contingent upon the sale and/or closing of Buyer's existing real estate.

94 ~~_____ e) CASH TRANSACTION, MORTGAGE ALLOWED: If this election is made, Buyer will pay at closing,
95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
400 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
401 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
402 in a timely manner of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent
403 upon Buyer obtaining financing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's
404 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
405 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
406 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage, provided however, if Buyer elects
407 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. Unless otherwise
408 provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing
409 real estate.~~

110 8. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer:
111 [CHECK ONE] has has not received a completed Illinois Residential Real Property Disclosure;
112 [CHECK ONE] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
113 [CHECK ONE] has has not received a Lead-Based Paint Disclosure;
114 [CHECK ONE] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
115 [CHECK ONE] has has not received the Disclosure of Information on Radon Hazards.

116 9. PRORATIONS: The requirements contained in this paragraph shall survive the Closing. Proratable items shall
117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 100 % of
123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
127 entity, before or after Closing, to preserve said exemption(s). The proration shall not include exemptions to
128 which the Seller is not lawfully entitled.

429 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
430 fees are \$ _____ per _____ (and, if applicable, Master/Umbrella Association fees are
431 \$ _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
432 special assessments by the Association(s) confirmed prior to Date of Acceptance.

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133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
134 prorable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

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

- 137 ~~a) Approve this Contract; or~~
- 138 ~~b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or~~
- 139 ~~c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively~~
140 ~~deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the~~
141 ~~proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written~~
142 ~~agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either~~
143 ~~Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed~~
144 ~~terminated; or~~
- 145 ~~d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.~~
146 ~~Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to~~
147 ~~subparagraph e) as a modification. If proposals made with specific reference to this subparagraph d) are not~~
148 ~~agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain~~
149 ~~in full force and effect.~~

150 ~~If Notice of disapproval or proposed modifications is not served within the time specified herein, the~~
151 ~~provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force~~
152 ~~and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null~~
153 ~~and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit~~
154 ~~unilateral reinstatement by withdrawal of any proposal(s).~~

155 ~~11. WAIVER OF PROFESSIONAL INSPECTIONS: [INITIAL IF APPLICABLE] _____ Buyer acknowledges~~
156 ~~the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of~~
157 ~~the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.~~

158 ~~12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]~~
159 ~~Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental~~
160 ~~regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection~~
161 ~~services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect~~
162 ~~infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to~~
163 ~~make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned~~
164 ~~on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against~~
165 ~~any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.~~

166 ~~a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating~~
167 ~~and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,~~
168 ~~floors, appliances and foundation. A major component shall be deemed to be in operating condition, and~~
169 ~~therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health~~
170 ~~or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its~~
171 ~~useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic~~
172 ~~nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall~~
173 ~~not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of~~
174 ~~the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return~~
175 ~~of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any retest.~~

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476 b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any
477 inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days
478 for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. Buyer shall not send
479 any portion of the inspection report with the Notice provided under this subparagraph unless such
480 inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney. If
481 after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by
482 the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by
483 serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

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

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

491 13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an
492 insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
493 Days after Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice with proof
494 of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within
495 the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in
496 full force and effect.

497 14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is
498 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
499 Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is
500 later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
501 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

502 15. CONDOMINIUM/Common Interest Associations: [IF APPLICABLE] The Parties agree that the terms
503 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting
504 terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest
505 Community Association Act or other applicable state association law ("Governing Law").

506 a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of
507 Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments, public and
508 utility easements including any easements established by or implied from the Declaration/CCRs or
509 amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing
510 Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

511 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
512 all special assessments confirmed prior to Date of Acceptance.

513 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
514 Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to
515 payment thereof. Absent such agreement either Party may declare the Contract null and void.

516 d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure
517 upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time
518 period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide
519 to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

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220 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
221 additional documentation, Buyer agrees to comply with same.

222 e) ~~In the event the documents and information provided by Seller to Buyer disclose that the existing~~
223 ~~improvements are in violation of existing rules, regulations or other restrictions or that the terms and~~
224 ~~conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or~~
225 ~~would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then~~
226 ~~Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the~~
227 ~~receipt of the documents and information required by this paragraph listing those deficiencies which are~~
228 ~~unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived~~
229 ~~this contingency, and this Contract shall remain in full force and effect.~~

230 ~~f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgage, if any, as an insured.~~

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

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

239 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
241 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
242 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
244 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
245 Procedures Act of 1974, as amended.

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

262 19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
263 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

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

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

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

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

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that
297 [INITIALS] _____ There [CHECK ONE] are are not improvements to the Real Estate which are not
298 included in full in the determination of the most recent tax assessment.

299 [INITIALS] _____ There [CHECK ONE] are are not improvements to the Real Estate which are eligible
300 for the home improvement tax exemption.

301 [INITIALS] _____ There [CHECK ONE] is is not an unconfirmed pending special assessment affecting
302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS] _____ The Real Estate [CHECK ONE] is is not located within a Special Assessment Area or
304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

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307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

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

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
326 established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
327 document incorporating the digital signature and sending same by electronic mail.

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

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

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

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

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

350 a) By personal delivery; or

Buyer Initial PE Buyer Initial PE Seller Initial _____ Seller Initial _____
Address: Lot 1 Patton Avenue, Oakbrook Terrace, Illinois 60181 v7.0

- 351 b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt
- 352 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 353 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
- 354 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
- 355 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 356 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
- 357 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
- 358 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date
- 359 and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out
- 360 of future e-mail Notice by any form of Notice provided by this Contract; or
- 361 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
- 362 following deposit with the overnight delivery company.
- 363 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's
- 364 Designated Agent in any of the manners provided above.
- 365 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide
- 366 such courtesy copies shall not render Notice invalid.

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

370 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.**

371 *INITIALS* _____ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
 372 consented to _____ [LICENSEE] acting as a Dual Agent in providing brokerage services on
 373 their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in
 374 this Contract.

375 _____ **30. SALE OF BUYER'S REAL ESTATE:**

- 376 e) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:
- 377 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:
- 378 _____
- 379 Address _____ City _____ State _____ Zip _____
- 380 2) Buyer [CHECK ONE] has has not entered into a contract to sell Buyer's real estate.
- 381 If Buyer has entered into a contract to sell Buyer's real estate, that contract
- 382 a) [CHECK ONE] is is not subject to a mortgage contingency.
- 383 b) [CHECK ONE] is is not subject to a real estate sale contingency.
- 384 c) [CHECK ONE] is is not subject to a real estate closing contingency.
- 385 3) Buyer [CHECK ONE] has has not publicly listed Buyer's real estate for sale with a licensed real estate broker
- 386 and in a local multiple listing service.
- 387 4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple
- 388 listing service, Buyer [CHECK ONE]:
- 389 a) Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local
- 390 multiple listing service within five (5) Business Days after Date of Acceptance.
- 391 [FOR INFORMATION ONLY] Broker: _____
- 392 Broker's Address: _____ Phone: _____
- 393 b) Does not intend to list said real estate for sale.

Buyer Initial P.E. Buyer Initial P.E. Seller Initial _____ Seller Initial _____
 Address: Lot 1 Patton Avenue, Oakbrook Terrace, Illinois 60181 v7.0
 Page 9 of 13

- 394 b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**
- 395 1) ~~This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is~~
- 396 ~~in full force and effect as of _____, 20____. Such contract should provide for a closing date not~~
- 397 ~~later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this~~
- 398 ~~subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall~~
- 399 ~~be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not~~
- 400 ~~served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed~~
- 401 ~~to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force~~
- 402 ~~and effect. (If this paragraph is used, then the following paragraph must be completed.)~~
- 403 2) ~~In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b)~~
- 404 ~~1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate~~
- 405 ~~prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real~~
- 406 ~~estate on or before _____, 20____. If Notice that Buyer has not closed the sale of Buyer's real~~
- 407 ~~estate is served before the close of business on the next Business Day after the date set forth in the preceding~~
- 408 ~~sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence,~~
- 409 ~~Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract~~
- 410 ~~shall remain in full force and effect.~~
- 411 3) ~~If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph~~
- 412 ~~30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three~~
- 413 ~~(3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice,~~
- 414 ~~waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and~~
- 415 ~~void as of the date of Notice. If Notice as required by this subparagraph is not served within the time~~
- 416 ~~specified, Buyer shall be in default under the terms of this Contract.~~
- 417 e) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** ~~During the time of this contingency,~~
- 418 ~~Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:~~
- 419 1) ~~If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph~~
- 420 ~~30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ____ hours after Seller~~
- 421 ~~gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).~~
- 422 2) ~~Seller's Notice to Buyer (commonly referred to as a "Idex-out" Notice) shall be in writing and shall be served~~
- 423 ~~on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "Idex-out" Notice should~~
- 424 ~~be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies~~
- 425 ~~shall not render Notice invalid. Notice to any one of a multiple person Buyer shall be sufficient Notice to all~~
- 426 ~~Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner~~
- 427 a) ~~By personal delivery effective at the time and date of personal delivery; or~~
- 428 b) ~~By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be~~
- 429 ~~effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or~~
- 430 c) ~~By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago~~
- 431 ~~time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.~~
- 432 3) ~~If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.~~
- 433 4) ~~If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer,~~
- 434 ~~this Contract shall be null and void.~~
- 435 5) ~~Except as provided in Paragraph 30 e) 2) above, all Notices shall be made in the manner provided by Paragraph~~
- 436 ~~27 of this Contract.~~
- 437 6) ~~Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.~~

Buyer Initial JE Buyer Initial JE Seller Initial _____ Seller Initial _____
 Address: Lot 1 Patton Avenue, Oakbrook Terrace, Illinois 60181 07.0
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438 d) ~~WAIVER OF PARAGRAPH 30 CONTINGENCIES~~: Buyer shall be deemed to have waived the contingencies in
439 Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
440 money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.
441 ~~If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed~~
442 ~~ineffective and this Contract shall be null and void.~~

443 e) ~~BUYER COOPERATION REQUIRED~~: Buyer authorizes Seller or Seller's agent to verify representations
444 contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

445 _____ 34. ~~CANCELLATION OF PRIOR REAL ESTATE CONTRACT~~: In the event either Party has entered
446 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
447 _____, 20____. ~~In the event the prior contract is not cancelled within the time specified, this Contract~~
448 ~~shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser~~
449 ~~under the prior contract should not be served until after Attorney Review and Professional Inspections provisions~~
450 ~~of this Contract have expired, been satisfied or waived.~~

451 _____ 33. ~~HOME WARRANTY~~: Seller shall provide at no expense to Buyer a Home Warranty at a cost of
452 \$ _____, Evidence of a fully pre-paid policy shall be delivered at Closing.

453 _____ 33. ~~WELL OR SANITARY SYSTEM INSPECTIONS~~: Seller shall obtain at Seller's expense a well
454 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
455 nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
456 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating
457 that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller
458 shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of
459 remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach
460 agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional
461 testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional
462 testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for
463 necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a
464 copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

465 _____ 34. ~~WOOD DESTROYING INFESTATION~~: Notwithstanding the provisions of Paragraph 12, within
466 ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated
467 not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state
468 regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by
469 termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses
470 evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the
471 report to proceed with the purchase or to declare this Contract null and void.

472 _____ 35. ~~POSSESSION AFTER CLOSING~~: Possession shall be delivered no later than 11:59 p.m. on the
473 date that is [CHECK ONE] _____ days after the date of Closing or _____; 20____ ("the Possession Date");
474 Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until
475 delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____
476 (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

- 477 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
478 and including the day of delivery of Possession if on or before the Possession Date;
- 479 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
480 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

Buyer Initial PT Buyer Initial TC Seller Initial _____ Seller Initial _____
Address: Lot 1 Patton Avenue, Oakbrook Terrace, Illinois 60181 _____ v7.0
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481 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession-escrow
483 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

484 **36. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is"
485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
490 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is unacceptable
491 to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be
492 null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated
493 to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or
494 to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and
495 this Contract shall remain in full force and effect. Buyer acknowledges that the provisions of Paragraph 12 and the
496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
497 of rights by Buyer in Paragraph 33, if applicable.

498 **37. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real
499 Estate by _____ Buyer's Specified Party, within five (5) Business Days after Date
500 of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller
501 within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this
502 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

503 **38. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract
504 [IDENTIFY BY TITLE]: Addendum to the Multi-Board Residential Real Estate Contract 7.0 Between the City of _____
505 Oakbrook Terrace, Illinois and Draga Kocijan - Lot 1 Patton Avenue, Oakbrook Terrace, Illinois

506 **39. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the
507 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with
508 such additional terms as either Party may deem necessary, providing for one or more of the following [CHECK APPLICABLE BOXES]:

- 509 Articles of Agreement for Deed Assumption of Seller's Mortgage Commercial/Investment
- 510 or Purchase Money Mortgage Cooperative Apartment New Construction
- 511 Short Sale Tax-Deferred Exchange Vacant Land
- 512 Multi-Unit (4 Units or fewer) Interest Bearing Account Lease Purchase

X Addendum to the Multi-Board Residential Real Estate Contract 7.0 Between the City of Oakbrook
Terrace, Illinois and Draga Kocijan - Lot 1 Patton Avenue, Oakbrook Terrace, Illinois

Buyer Initial PE Buyer Initial PE Seller Initial _____ Seller Initial _____
Address: Lot 1 Patton Avenue, Oakbrook Terrace, Illinois 60181 v7.0

513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
 514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

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

516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
 517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 May 15, 2024
 519 Date of Offer DATE OF ACCEPTANCE
 520  Seller Signature
 521 Buyer Signature
 522  Seller Signature
 523 Buyer Signature Seller Signature
 524 City of Oakbrook Terrace, Illinois Draga Kocijan,
 525 Print Buyer(s) Name(s) [REQUIRED] Print Seller(s) Name(s) [REQUIRED]
 526 17W275 Butterfield Road 17W435 Southlane Drive
 527 Address [REQUIRED] Address [REQUIRED]
 528 Oakbrook Terrace, IL 60181 Oakbrook Terrace, IL 60181
 529 City, State, Zip [REQUIRED] City, State, Zip [REQUIRED]
 530 630-941-8300 iritz@oakbrookterrace.net
 531 Phone E-mail Phone E-mail

FOR INFORMATION ONLY

532 None
 533 Duja Pucar
 534 Buyer's Brokerage MLS # State License # Seller's Brokerage MLS # State License #
 535 4472 Lawn Avenue Western Springs 60558
 536 Address City Zip Address City Zip
 537 Buyer's Designated Agent MLS # State License # Seller's Designated Agent MLS # State License #
 538
 539 Phone Fax Phone Fax
 540
 541 E-mail E-mail
 542 James E. Macholl jmacholl@srd-law.com
 543 Buyer's Attorney E-mail Seller's Attorney E-mail
 544 9501 W. Devon Avenue, Rosemont IL 60018
 545 Address City State Zip Address City State Zip
 546 847-318-9500 847-318-9509
 547 Phone Fax Phone Fax
 548 None
 549 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone
 550 Loan Officer Phone/Fax Management Co./Other Contact Phone
 551 Loan Officer E-mail Management Co./Other Contact E-mail

555 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.
 556 Seller rejection: This offer was presented to Seller on May 20 24 at _____ a.m./p.m. and rejected on _____
 557 _____, 20 24 at _____ a.m./p.m. [SELLER INITIALS]

558 © 2018 Illinois Real Estate Lawyers Association. All rights reserved. Unauthorized duplication or alteration of this form or any portion thereof is prohibited. Official form available at www.illreale.org
 559 (a member of Illinois Real Estate Lawyers Association). Approved by the following organizations, December 2018: Retirees Board of REALTORS® - Chicago Association of REALTORS® - Chicago Bar
 560 Association - DuPage County Bar Association - Heartland REALTOR® Organization - Grundy County Bar Association - Hanau Association of REALTORS® - Illinois Real Estate Lawyers Association -
 561 Illini Valley Association of REALTORS® - Kane County Bar Association - Kane/Knox-Franklin-Ford County Association of REALTORS® - Mainstreet Organization of REALTORS® - McHenry County Bar
 562 Association - North Shore-Barrington Association of REALTORS® - North Suburban Bar Association - Northwest Suburban Bar Association - Oak Park Area Association of REALTORS® - REALTOR®
 563 Association of the Fox Valley, Inc. - Three Rivers Association of REALTORS® - Will County Bar Association -

MAY 28 2024**ORDINANCE NO. 24 - 20****AN ORDINANCE RATIFYING THE EXECUTION OF A REAL ESTATE SALE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY IN THE CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City, a body politic and corporate duly organized and existing as a municipal corporation of the State of Illinois, is authorized by Sections 11-61-1.5, 11-61-3, 11-74-2.9, 11-74-3-3, 11-74.4-4 and 11-76.1-1 of the Illinois Municipal Code (65 ILCS 5/11-61-1.5, 11-61-3; 11-74-2.9, 11-74-3-3, 11-74.4-4 and 11-76.1-1) to purchase real property for public purposes;

WHEREAS, the corporate authorities of the City have considered whether it would be appropriate to purchase certain real property located at the address commonly known as Lot 1 – Patton Avenue, Oakbrook Terrace, Illinois (the “Property”);

WHEREAS, the corporate authorities of the City find that it is useful, advantageous, desirable, necessary and in the public interest and welfare of the City and its residents to purchase the Property to fulfill the City’s goal of expanding its municipal campus;

WHEREAS, on May 14, 2024, the corporate authorities of the City approved Ordinance No. 24-17 entitled *An Ordinance to Direct the Preparation of a Real Estate Sale Agreement for the Acquisition of Real Property in the City of Oakbrook Terrace, Illinois - Lot 1 – Patton Avenue*, which ordinance authorized the preparation and execution of a Real Estate Sale Agreement for the Property (the “Contract”) and required that the terms and conditions of the Contract be reported back to the city council; and

WHEREAS, the terms and conditions of the Contract and an Addendum to the Multi-Board Residential Real Estate Contract 7.0 Between the City of Oakbrook Terrace, Illinois and Draga Kocijan - Lot 1 Patton Avenue, Oakbrook Terrace, Illinois, were negotiated with the owner of the Property, and the Contract and the Addendum to the Multi-Board Residential Real Estate Contract 7.0 Between the City of Oakbrook Terrace, Illinois and Draga Kocijan - Lot 1 Patton Avenue, Oakbrook Terrace, Illinois, were executed by the Mayor, a copy of each are attached hereto, marked as Exhibit “A” and made a part hereof;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: Incorporation Clause. The corporate authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this ordinance are

full, true and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

Section 2: Purpose. The corporate authorities have determined that it is necessary and desirable that the City purchase the Property for future expansion of its municipal campus and that such use is for public purposes.

Section 3: Authorization. The corporate authorities hereby authorize and ratify the terms and conditions and the execution of the Contract to purchase the Property and the Addendum to the Multi-Board Residential Real Estate Contract 7.0 Between the City of Oakbrook Terrace, Illinois, and Draga Kocijan - Lot 1 Patton Avenue, Oakbrook Terrace, Illinois, for the Property. The corporate authorities hereby authorize and direct the Mayor and/or the City Administrator or their/his/her designee(s) to execute any applicable transactional documents as may be necessary to carry out and effectuate the purchase of the Property. The City Clerk is hereby authorized and directed to attest to and countersign and/or record the documents necessary to carry out and effectuate the purchase of the Property. The corporate authorities hereby authorize the officers, employees and/or agents of the City to take all action necessary or reasonably required to carry out, give effect to and consummate the intent of this ordinance and to consummate the transaction contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the purchase of the Property.

Section 4: Headings. The headings of the articles, sections, paragraphs and sub-paragraphs of this ordinance are inserted solely for the convenience of reference and form no substantive part of this ordinance nor should they be used in any interpretation or construction of any substantive provision of this ordinance.

Section 5: Severability. The provisions of this ordinance are hereby declared to be severable; and should any provision of this ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein; and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 6: Superseder. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Section 7: Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 28th day of May 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 28th day of May 2024.

Paul Esposito, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office
this 28th day of May 2024.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit "A"

**MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0 AND
ADDENDUM TO THE MULTI-BOARD RESIDENTIAL REAL ESTATE
CONTRACT 7.0 BETWEEN THE
CITY OF OAKBROOK TERRACE, ILLINOIS, AND DRAGA KOCIJAN
LOT 1 - PATTON AVENUE, OAKBROOK TERRACE, ILLINOIS**

**ADDENDUM TO THE MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT
7.0 BY AND BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND
DRAGA KOCIJAN – LOT 1 PATTON AVENUE, OAKBROOK TERRACE, ILLINOIS**

This Addendum made this 15th day of May 2024 supplements, amends and modifies the terms and conditions of the Multi-Board Residential Real Estate Contract 7.0 (the “Agreement”) by and between the City of Oakbrook Terrace, Illinois (the “City”) and Draga Kocijan (the “Seller”) for the purchase and sale of Lot 1 on Patton Avenue, Oakbrook Terrace, Illinois (the “Real Estate”).

In consideration of these premises and of the mutual covenants herein set forth, the City and the Seller agree that the Agreement shall be amended and supplemented as follows:

1. **Seller’s Certifications:** The certifications hereinafter made by the Seller are each a material representation of fact upon which reliance is placed by the City in entering into the Agreement with the Seller. The City may terminate the Agreement if it is later determined that the Seller rendered a false or erroneous certification.

I, Draga Kocijan, hereby certify, represent and warrant to the City that:

- (A) I am not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) I am not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;
- (C) No officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer of the City in violation of Chapter 2, Article XIX of the Code of Ordinances of Oakbrook Terrace, Illinois, adopted by the City pursuant to the requirements of the State Officials and Employees Ethics Act;
- (D) I have not given to any officer or employee of the City any gratuity, discount entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer of the City in violation of Chapter 2, Article XIX of the Code of

Ordinances of Oakbrook Terrace, Illinois, adopted by the City pursuant to the requirements of the State Officials and Employees Ethics Act;

- (E) I am not a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and I am not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;
- (F) I am not, directly or indirectly, engaged in and am not facilitating the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and
- (G) I am not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit or supports terrorism; and I am not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

2. **Acceptance by the City:** The Agreement shall be subject to the lawful acceptance and approval of the terms of the Agreement by the Oakbrook Terrace City Council. Acceptance and approval of the Agreement shall be evidenced by the passage of an ordinance approving the terms of the Agreement and authorizing execution of the Agreement. If the terms of this Agreement are not approved by the Oakbrook Terrace City Council, then the Agreement shall automatically become null and void.


The Parties have executed this Addendum effective the date first written above.

CITY:

SELLER:


CITY OF OAKBROOK TERRACE, ILLINOIS

DRAGA KOCIJAN

By: 
Paul Esposito, Mayor

By: _____
Draga Kocijan

ATTEST:


Michael Shadley, City Clerk



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."
 2 Buyer Name(s) [PLEASE PRINT] City of Oakbrook Terrace, Illinois
 3 Seller Name(s) [PLEASE PRINT] Draga Kocijan, the Owner of Record
 4 If Dual Agency applies, check here and complete Optional Paragraph 29.

5 **2. THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property
 6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
 7 approximate lot size or acreage of 76.4' x 160' commonly known as:

8 Lot 1 Patton Avenue Oakbrook Terrace IL 60181 DuPage
 9 Address Unit # (If applicable) City State Zip County

10 Permanent Index Number(s): 06-22-201-014-0000 Single Family Attached Single Family Detached Multi-Unit

11 If Designated Parking is Included: # of space(s) _____; identified as space(s) # _____; location _____

12 [CHECK TYPE] Decided space, PIN: _____ limited common element assigned space.

13 If Designated Storage is Included: # of space(s) _____; identified as space(s) # _____; location _____

14 [CHECK TYPE] Decided space, PIN: _____ limited common element assigned space.

15 **3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE:** All of the fixtures and included Personal Property
 16 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
 17 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
 18 together with the following items at no added value by Bill of Sale at Closing. [CHECK OR ENUMERATE APPLICABLE ITEMS]:

- | | | | |
|--|---|---|---|
| 19 <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Wine/Beverage Refrigerator | <input type="checkbox"/> Light Fixtures, as they exist | <input type="checkbox"/> Fireplace Gas Log(s) |
| 20 <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Sump Pump(s) | <input type="checkbox"/> Built-in or attached shelving | <input type="checkbox"/> Smoke Detectors |
| 21 <input type="checkbox"/> Microwave | <input type="checkbox"/> Water Softener (unless rented) | <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Carbon Monoxide Detectors |
| 22 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Invisible Fence System, Collar & Box |
| 23 <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Central Humidifier | <input type="checkbox"/> Wall Mounted Brackets (AV/TV) | <input type="checkbox"/> Garage Door Opener(s) |
| 24 <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Security System(s) (unless rented) | <input type="checkbox"/> with all Transmitters |
| 25 <input type="checkbox"/> Washer | <input type="checkbox"/> All Tacked-Down Carpeting | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Outdoor Shed |
| 26 <input type="checkbox"/> Dryer | <input type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Electronic or Media Air Filter(s) | <input type="checkbox"/> Outdoor Playset(s) |
| 27 <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Backup Generator System | <input type="checkbox"/> Planted Vegetation |
| 28 <input type="checkbox"/> Water Heater | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Fireplace Screens/Doors/Crates | <input type="checkbox"/> Hardscape |

29 Other Items Included at No Added Value: None

30 Items Not Included: None

31 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
 32 operating condition at Possession except: None

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

35 If Home Warranty applies, check here and complete Optional Paragraph 32: Buyer Initial _____ Seller Initial _____

36 **4. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ 126,000 135,000. After the payment of Earnest
 37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
 38 "Good Funds" as defined by law.

39 a) **CREDIT AT CLOSING:** [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
 40 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller
 41 agrees to credit \$ -0- to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

42 b) **EARNEST MONEY:** Earnest Money of \$ -0- shall be tendered to Escrowee on or before _____
 43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ _____ shall be tendered
 44 by _____, 20____. Earnest Money shall be held in trust for the mutual benefit of the Parties by _____

Buyer Initial P.E. Buyer Initial P.E. Seller Initial _____ Seller Initial _____
 Address: Lot 1 Patton Avenue, Oakbrook Terrace, Illinois 60181 v7.0

45 [CHECK ONE]: Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee."
46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.
47 c) BALANCE DUE AT CLOSING: The Balance Due at Closing shall be the Purchase Price, plus or minus
48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 5. CLOSING: Closing shall be on June 12 20 24 or at such time as mutually agreed by the Parties in
50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 6. POSSESSION: Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 7. FINANCING: [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]

56 a) LOAN CONTINGENCY: Not later than forty five (45) days after Date of Acceptance or five
57 (5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall
58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
60 as follows: [CHECK ONE] fixed; adjustable; [CHECK ONE] conventional; FHA; VA; USDA;
61 other _____ loan for _____ % of the Purchase Price, plus private mortgage insurance (PMI),
62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum,
63 amortized over not less than _____ years. Buyer shall pay discount points not to exceed _____ % of the loan amount.
64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller
69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
70 in full force and effect.

71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
74 thereafter or any extension thereof agreed to by the Parties in writing.

75 A Party causing delay in the loan approval process shall not have the right to terminate under this
76 subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as
77 otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.

78 Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of
79 Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
81 conditioned on the sale and/or closing of Buyer's existing real estate.

82 If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this
83 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

84 b) CASH TRANSACTION WITH NO MORTGAGE: [ALL CASH] If this selection is made, Buyer will pay
85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

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89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
92 share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 30, this Contract shall
93 not be contingent upon the sale and/or closing of Buyer's existing real estate.

94 _____ e) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
400 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
401 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
402 in a timely manner of all of Seller's pre-closing obligations under this Contract. ~~This Contract shall NOT be contingent~~
403 ~~upon Buyer obtaining financing.~~ Buyer understands and agrees that, so long as Seller has fully complied with Seller's
404 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
405 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
406 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
407 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. Unless otherwise
408 provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing
409 real estate.

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
111 [CHECK ONE] has has not received a completed Illinois Residential Real Property Disclosure;
112 [CHECK ONE] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
113 [CHECK ONE] has has not received a Lead-Based Paint Disclosure;
114 [CHECK ONE] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
115 [CHECK ONE] has has not received the Disclosure of Information on Radon Hazards.

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 100 % of
123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
127 entity, before or after Closing, to preserve said exemption(s). The proration shall not include exemptions to
128 which the Seller is not lawfully entitled.

429 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
430 fees are \$ _____ per _____ (and, if applicable, Master/Umbrella Association fees are
431 \$ _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
432 special assessments by the Association(s) confirmed prior to Date of Acceptance.

Buyer Initial P.E Buyer Initial P.E Seller Initial _____ Seller Initial _____
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133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
134 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

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

- 137 ~~a) Approve this Contract; or~~
- 138 ~~b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or~~
- 139 ~~c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively~~
140 ~~deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the~~
141 ~~proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written~~
142 ~~agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either~~
143 ~~Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed~~
144 ~~terminated; or~~
- 145 ~~d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.~~
146 ~~Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to~~
147 ~~subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not~~
148 ~~agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain~~
149 ~~in full force and effect.~~

150 ~~If Notice of disapproval or proposed modifications is not served within the time specified herein, the~~
151 ~~provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force~~
152 ~~and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null~~
153 ~~and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit~~
154 ~~unilateral reinstatement by withdrawal of any proposal(s).~~

155 ~~11. WAIVER OF PROFESSIONAL INSPECTIONS: [INITIAL IF APPLICABLE] _____ Buyer acknowledges~~
156 ~~the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of~~
157 ~~the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.~~

158 ~~12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]~~
159 ~~Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental~~
160 ~~regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection~~
161 ~~services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect~~
162 ~~infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to~~
163 ~~make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned~~
164 ~~on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against~~
165 ~~any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.~~

166 ~~a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating~~
167 ~~and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,~~
168 ~~floors, appliances and foundation. A major component shall be deemed to be in operating condition, and~~
169 ~~therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health~~
170 ~~or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its~~
171 ~~useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic~~
172 ~~nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall~~
173 ~~not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of~~
174 ~~the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return~~
175 ~~of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any test.~~

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476 b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any
 477 inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days
 478 for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. Buyer shall not send
 479 any portion of the inspection report with the Notice provided under this subparagraph unless such
 480 inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney. If
 481 after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by
 482 the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by
 483 serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.
 484 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
 485 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within
 486 five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not
 487 include any portion of the inspection reports unless requested by Seller.
 488 d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
 489 waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain
 490 in full force and effect.

491 13. **HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
 492 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
 493 Days after Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice with proof
 494 of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within
 495 the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in
 496 full force and effect.

497 14. **FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
 498 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
 499 Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is
 500 later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
 501 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

502 15. **CONDOMINIUM/Common-Interest Associations:** *[IF APPLICABLE]* The Parties agree that the terms
 503 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting
 504 terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common-Interest
 505 Community Association Act or other applicable state association law ("Governing Law"):

- 506 a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of
 507 Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and
 508 utility easements including any easements established by or implied from the Declaration/CCRs or
 509 amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing
 510 Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.
- 511 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
 512 all special assessments confirmed prior to Date of Acceptance.
- 513 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
 514 Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to
 515 payment thereof. Absent such agreement either Party may declare the Contract null and void.
- 516 d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure
 517 upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time
 518 period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide
 519 to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer-Initial _____ Buyer-Initial _____ Seller-Initial _____ Seller-Initial _____
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220 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
221 additional documentation, Buyer agrees to comply with same.

222 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
223 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
224 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or
225 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
226 Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the
227 receipt of the documents and information required by this paragraph, listing those deficiencies which are
228 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived
229 this contingency, and this Contract shall remain in full force and effect.

230 f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as or insured.

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

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

239 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
241 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
242 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
244 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
245 Procedures Act of 1974, as amended.

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

262 19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
263 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

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

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

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

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

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:
 297 [INITIALS] _____ There [CHECK ONE] are are not improvements to the Real Estate which are not
 298 included in full in the determination of the most recent tax assessment.
 299 [INITIALS] _____ There [CHECK ONE] are are not improvements to the Real Estate which are eligible
 300 for the home improvement tax exemption.
 301 [INITIALS] _____ There [CHECK ONE] is is not an unconfirmed pending special assessment affecting
 302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.
 303 [INITIALS] _____ The Real Estate [CHECK ONE] is is not located within a Special Assessment Area or
 304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
 305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
 306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

Buyer Initial P.C. Buyer Initial P.C. Seller Initial _____ Seller Initial _____
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307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

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

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
326 established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
327 document incorporating the digital signature and sending same by electronic mail.

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

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

- 335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.
339 If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be
340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
- 341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees
344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
345 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices; all
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 350 a) By personal delivery; or

Buyer Initial J.E. Buyer Initial J.E. Seller Initial _____ Seller Initial _____
 Address: Lot 1 Patton Avenue, Oakbrook Terrace, Illinois 60181 v7.0

- 351 b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt
- 352 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 353 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
- 354 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
- 355 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 356 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
- 357 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
- 358 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date
- 359 and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out
- 360 of future e-mail Notice by any form of Notice provided by this Contract; or
- 361 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
- 362 following deposit with the overnight delivery company.
- 363 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's
- 364 Designated Agent in any of the manners provided above.
- 365 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide
- 366 such courtesy copies shall not render Notice invalid.

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

370 ~~THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.~~

371 ~~[INITIALS] _____ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously~~
 372 ~~consented to _____ [LICENSEE] acting as a Dual Agent in providing brokerage services on~~
 373 ~~their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in~~
 374 ~~this Contract.~~

375 ~~_____ **30. SALE OF BUYER'S REAL ESTATE:**~~

376 ~~a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:~~

377 ~~1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of~~
 378 _____

379 ~~Address _____ City _____ State _____ Zip _____~~

380 ~~2) Buyer [CHECK ONE] has has not entered into a contract to sell Buyer's real estate.~~

381 ~~If Buyer has entered into a contract to sell Buyer's real estate, that contract:~~

382 ~~a) [CHECK ONE] is is not subject to a mortgage contingency.~~

383 ~~b) [CHECK ONE] is is not subject to a real estate sale contingency.~~

384 ~~c) [CHECK ONE] is is not subject to a real estate closing contingency.~~

385 ~~3) Buyer [CHECK ONE] has has not publicly listed Buyer's real estate for sale with a licensed real estate broker~~
 386 ~~and in a local multiple listing service.~~

387 ~~4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple~~
 388 ~~listing service, Buyer [CHECK ONE]:~~

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

391 ~~[FOR INFORMATION ONLY] Broker: _____~~

392 ~~Broker's Address: _____ Phone: _____~~

393 ~~b) Does not intend to list said real estate for sale.~~

Buyer Initial P.E. Buyer Initial P.E. Seller Initial _____ Seller Initial _____
 Address: Lot 1 Patton Avenue, Oakbrook Terrace, Illinois 60181 v7.0

- 394 **b) CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**
- 395 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is
- 396 in full force and effect as of _____, 20____. Such contract should provide for a closing date not
- 397 later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this
- 398 subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall
- 399 be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not
- 400 served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed
- 401 to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force
- 402 and effect. (If this paragraph is used, then the following paragraph must be completed.)
- 403 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b)
- 404 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate
- 405 prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real
- 406 estate on or before _____, 20____. If Notice that Buyer has not closed the sale of Buyer's real
- 407 estate is served before the close of business on the next Business Day after the date set forth in the preceding
- 408 sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence,
- 409 Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract
- 410 shall remain in full force and effect.
- 411 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph
- 412 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three
- 413 (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice,
- 414 waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and
- 415 void as of the date of Notice. If Notice as required by this subparagraph is not served within the time
- 416 specified, Buyer shall be in default under the terms of this Contract.
- 417 e) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency,
- 418 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
- 419 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph
- 420 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller
- 421 gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).
- 422 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served
- 423 on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should
- 424 be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies
- 425 shall not render Notice invalid. Notice to any one of a multiple person Buyer shall be sufficient Notice to all
- 426 Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
- 427 a) By personal delivery effective at the time and date of personal delivery; or
- 428 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
- 429 effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
- 430 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago
- 431 time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.
- 432 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.
- 433 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer,
- 434 this Contract shall be null and void.
- 435 5) Except as provided in Paragraph 30 e) 2) above, all Notices shall be made in the manner provided by Paragraph
- 436 27 of this Contract.
- 437 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

Buyer Initial PE Buyer Initial PE Seller Initial _____ Seller Initial _____

Address: Lot 1 Patton Avenue, Oakbrook Terrace, Illinois 60181 v7.0

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438 d) ~~WAIVER OF PARAGRAPH 30 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in~~
439 ~~Paragraph 30-b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest~~
440 ~~money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.~~
441 ~~If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed~~
442 ~~ineffective and this Contract shall be null and void.~~

443 e) ~~BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations~~
444 ~~contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.~~

445 ~~_____ 31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entered~~
446 ~~into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before~~
447 ~~_____ 20 _____. In the event the prior contract is not cancelled within the time specified, this Contract~~
448 ~~shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser~~
449 ~~under the prior contract should not be served until after Attorney Review and Professional Inspections provisions~~
450 ~~of this Contract have expired, been satisfied or waived.~~

451 ~~_____ 32. HOME WARRANTY: Seller shall provide at no expense to Buyer a Home Warranty at a cost of~~
452 ~~\$ _____ . Evidence of a fully pre-paid policy shall be delivered at Closing.~~

453 ~~_____ 33. WELL OR SANITARY SYSTEM INSPECTIONS: Seller shall obtain at Seller's expense a well~~
454 ~~water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and~~
455 ~~nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health~~
456 ~~Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating~~
457 ~~that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller~~
458 ~~shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of~~
459 ~~remediating a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach~~
460 ~~agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional~~
461 ~~testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional~~
462 ~~testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for~~
463 ~~necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a~~
464 ~~copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.~~

465 ~~_____ 34. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 12, within~~
466 ~~ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated~~
467 ~~not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state~~
468 ~~regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by~~
469 ~~termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses~~
470 ~~evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the~~
471 ~~report to proceed with the purchase or to declare this Contract null and void.~~

472 ~~_____ 35. POSSESSION AFTER CLOSING: Possession shall be delivered no later than 11:59 p.m. on the~~
473 ~~date that is [CHECK ONE] _____ days after the date of Closing or _____, 20 ____ ("the Possession Date");~~
474 ~~Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until~~
475 ~~delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____~~
476 ~~(if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:~~

- 477 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
- 478 and including the day of delivery of Possession if on or before the Possession Date;
- 479 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
- 480 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

Buyer Initial PT Buyer Initial TJE Seller Initial _____ Seller Initial _____
Address: Lot 1 Patton Avenue, Oakbrook Terrace, Illinois 60181 _____ v7.0
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484 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
485 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
486 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

484 _____ 36. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its "As Is"
485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
490 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is unacceptable
491 to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be
492 null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated
493 to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or
494 to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and
495 this Contract shall remain in full force and effect. Buyer acknowledges that the provisions of Paragraph 12 and the
496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
497 of rights by Buyer in Paragraph 33, if applicable.

498 _____ 37. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real
499 Estate by _____ Buyer's Specified Party, within five (5) Business Days after Date
500 of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller
501 within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this
502 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

503 _____ 38. ATTACHMENTS: The following attachments, if any, are hereby incorporated into this Contract
504 [IDENTIFY BY TITLE]: Addendum to the Multi-Board Residential Real Estate Contract 7.0 Between the City of _____
505 Oakbrook Terrace, Illinois and Draga Kocijan - Lot 1 Patton Avenue, Oakbrook Terrace, Illinois _____.

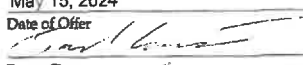

506 _____ 39. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the
507 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with
508 such additional terms as either Party may deem necessary, providing for one or more of the following [CHECK APPLICABLE BOXES]:

- 509 Articles of Agreement for Deed Assumption of Seller's Mortgage Commercial/Investment
- 510 or Purchase Money Mortgage Cooperative Apartment New Construction
- 511 Short Sale Tax-Deferred Exchange Vacant Land
- 512 Multi-Unit (4 Units or fewer) Interest Bearing Account Lease Purchase

X Addendum to the Multi-Board Residential Real Estate Contract 7.0 Between the City of Oakbrook Terrace, Illinois and Draga Kocijan - Lot 1 Patton Avenue, Oakbrook Terrace, Illinois

Buyer Initial PE Buyer Initial PE Seller Initial _____ Seller Initial _____
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513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
 514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.
 515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
 516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
 517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 May 15, 2024
 519 Date of Offer DATE OF ACCEPTANCE
 520 
 521 Buyer Signature Seller Signature
 522 
 523 Buyer Signature Seller Signature
 524 City of Oakbrook Terrace, Illinois Draža Kocijan,
 525 Print Buyer(s) Name(s) [REQUIRED] Print Seller(s) Name(s) [REQUIRED]
 526 17W275 Butterfield Road 17W435 Southlane Drive
 527 Address [REQUIRED] Address [REQUIRED]
 528 Oakbrook Terrace, IL 60181 Oakbrook Terrace, IL 60181
 529 City, State, Zip [REQUIRED] City, State, Zip [REQUIRED]
 530 630-941-8300 iritz@oakbrookterrace.net
 531 Phone E-mail Phone E-mail

FOR INFORMATION ONLY

532
 533 None Druja Pucar
 534 Buyer's Brokerage MLS # State License # Seller's Brokerage MLS # State License #
 535 4472 Lawn Avenue Western Springs 60558
 536 Address City Zip Address City Zip
 537 Buyer's Designated Agent MLS # State License # Seller's Designated Agent MLS # State License #
 538
 539 Phone Fax Phone Fax
 540
 541 E-mail E-mail
 542 James E. Macholl jmacholl@srd-law.com
 543 Buyer's Attorney E-mail Seller's Attorney E-mail
 544 9501 W. Devon Avenue, Rosemont IL 60018
 545 Address City State Zip Address City State Zip
 546 847-318-9500 847-318-9509
 547 Phone Fax Phone Fax
 548 None
 549 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone
 550 Loan Officer Phone/Fax Management Co./Other Contact Phone
 551
 552 Loan Officer E-mail Management Co./Other Contact E-mail
 553
 554

555 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.
 556 Seller rejection: This offer was presented to Seller on May 20 24 at _____ a.m./p.m. and rejected on
 557 _____ 20 24 at _____ a.m./p.m. [SELLER INITIALS]

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 559 (subsidiary of Illinois Real Estate Lawyers Association). Approved by the following organizations, December 2018: Board of REALTORS® - Chicago Association of REALTORS® - Chicago Bar
 560 Association - DuPage County Bar Association - Howard REALTOR® Organization - Grundy County Bar Association - Homeowners Association of REALTORS® - Illinois Real Estate Lawyers Association -
 561 Illini Valley Association of REALTORS® - Kane County Bar Association - Kendall-Jackson-Ford County Association of REALTORS® - Mahanet Organization of REALTORS® - McHenry County Bar
 562 Association - North Shore-Barrington Association of REALTORS® - North Suburban Bar Association - Northwest Suburban Bar Association - Oak Park Area Association of REALTORS® - REALTOR®
 563 Association of the Fox Valley, Inc. - Three Rivers Association of REALTORS® - Will County Bar Association.

