

COAL CITY VILLAGE BOARD MEETING

WEDNESDAY

SEPTEMBER 12, 2018

7:00 p.m.

COAL CITY VILLAGE HALL
515 S. BROADWAY, COAL CITY, ILLINOIS

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes
August 22, 2018-Public Hearing
August 22, 2018-Regular Meeting
4. Approval of Warrant List
5. Public Comment
6. Letter of Request Octoberfest 2018 Coal City Junior Woman's Club
7. Presentation-Brittney Kaluzny Hope Helps Playground Update
8. Presentation-Steve Sugg, CBBEL Engineering
South Broadway Reconstruction Project Update

9. Ordinance 18-22 Approval of Sales Contract & Purchase of
Property at 160 S. Broadway
10. Ordinance 18-23 Approval of Sales Contract & Purchase of
Property at 622 S. Broadway
Parcel #09-03-429-015
11. Resolution 18-27 Approval of Collective Bargaining Agreement
With MAP Chapter 186
12. Bid Letting Approval and Award 5th Avenue Stormwater &
Watermain Improvements
13. Elected Official Salaries Discussion
14. Report of the Mayor
15. Report of the Trustees: S. Beach
T. Bradley
D. Spesia
D. Greggain
R. Bradley
N. Nelson
16. Report of Village Clerk
17. Report of Village Attorney
18. Report of Village Engineer
19. Report of Chief of Police
20. Report of Village Administrator
21. Executive session to discuss collective bargaining per ILCS 5 120/2(c)(2) and
Approval of Executive Session Minutes per ILCS 5 120/2(c)(21)
22. Adjourn

Chief of Police: Tom Best
Fire Dept.: Chief Shelton
Maintenance Department: Darrell Olson

RE: OCTOBERFEST 2018

This year we are celebrating our 33rd Annual Octoberfest- **"Octoberfest through the Years"**.

We respectfully ask the Village to continue to close Broadway to all traffic from Gordon Street to the Railroad Tracks. We are putting the entertainment in front of the police station as it has been in the past. We are having the kid's area in Campbell Park. The kids' area is also including Center Street from S. Broadway to S. Mazon St from Center to S. Maple. Closing off S. Broadway and other requested streets to traffic provides a much safer event for everyone present throughout the day. As in the past, we ask that no individual permits be given on that day.

The parade will start at 3:00 P.M. We ask that the street stays closed immediately after the conclusion of the parade, as the vendors' booths and kids' area will remain open until 5 P.M.

We would greatly appreciate it if the Village would again provide support for our Hands-on Big Trucks event from 10:00 A.M. to 1:00 P.M. on Center St/S. Mazon St. by providing a few large trucks, police car, fire/EMS truck as well as someone to share their expertise regarding how equipment works and its purpose.

This request will also include the placement of the Porta-Potties, Hand Wash Stations, etc.

Permission to use the following Village Property:

Village Hall and Police Station Garage:

For Entertainment to assemble and change if needed.
Reptiles—Bill Bradley

Campbell Memorial Park:

Children's Games

Village Parkways:

South Broadway – West side of Gordon St to the front of Railroad Tracks for crafter booths, flea marketers and food vendors
South Broadway - East side of Gordon St to the front of Railroad Tracks for crafter booths, flea marketers and food vendors

Village Streets:

Gordon Street – West of Broadway for possible vendor space
Church Street – East of Broadway to alley for food vendors and picnic tables
Center Street – West of Broadway to S. Mazon for kids' area
S. Broadway Street - Gordon Street to railroad tracks

Parade Route:

Biana Street, Carbon Street to Broadway – Per CC Police Department

Equipment needed:

Picnic Tables – On East Church St., East Willow and Various Site down Broadway for food vendors

Garbage Cans – On Broadway – both sides. Please leave extra garbage bags in can and at Information Booth for end of day clean-up

Barricades – to close streets mentioned, to section off Handicap Parking at Cardinal Transport on Carbon St., and close parking at Campbell Park

Bleachers – Two sets by Police Station

No Parking Signs – Placed on Broadway, Center St., S. Mazon St., and parade route on Friday evening.

Handicapped Parking Signs – Placed at entrances at Cardinal Transport Parking Lot 85 S. Broadway

Octoberfest Banners – If not already placed

The Village has supplied Porta-Johns and Hand Wash Stations in the past, placing them at the following locations on Friday, October 5th, the day before Octoberfest. We are asking for the same thing this year.

Porta-John Placements – tentative

- (2) At Post Office, South Wall – with (1) being a Handicapped facility
- (2) At East Willow @ Brad Trotter's (Food Court)
- (1) At East Oak @ Eich's
- (2) At corner of Church Street & Broadway
- (1) at grassy lot behind Campbell Park

Dumpster

Additional dumpster placed behind Coal City Pharmacy

Wash Station Placement

- (1) At Post Office, south wall
- (1) at East Willow at Brad Trotter's
- (1) at Broadway and Church Street
- (1) at Campbell Park

Village Maintenance

Pull out picnic tables and move barricades prior to 8 A.M. Saturday **Street closed to ALL traffic, including vendors at 8:30 A.M. – NO EXCEPTIONS!!**

Garbage Removal during and after event

Juniors will try to empty garbage cans as much as possible throughout Saturday; as well as clean up Broadway Street on Saturday evening/Sunday morning. We ask for help with garbage during the day as some of the bags can get extremely heavy and are difficult to lift.

Additional requests may be necessary depending on the number of vendors or unforeseen events. We are in contact and will continue to be in contact with the Maintenance Department, Chief of Police and Village Hall as we get closer to the event date.

If you have any questions, please call:

Octoberfest Co-Chairs:

Terri Tatroe – 815-370-2311 (cell)

Melissa Alstott – 815-474-2078 (cell)

Renee Super - 815-210-7263 (cell)

We truly appreciate how much each of you assists with Octoberfest. We realize we could not pull this off without the help and cooperation of the Maintenance, Police and Fire Departments and the Village Board. Everyone ALWAYS goes beyond our expectations in accommodating our requests. Without you, Octoberfest could not be as successful. THANK YOU!!!

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 12, 2018

RE: S. BROADWAY RECONSTRUCTION PROJECT

Steve Suggs of CBBEL, the Village's 2nd Phase Engineer will be in attendance with the final design that was designed for the reconstruction project. Many thanks must be given to the Ad Hoc Committee members who donated many hours to consider, review and listen to feedback regarding the design of all of the future amenities to be installed within the Village's right-of-way beginning next spring. In addition to the Street & Alley Committee Trustees Dave Spesia and Ross Bradley, Sarah Beach attended many meetings as well as Mitch Bailey, Craig Smith, Gary Spear, and Marv Perino.

This evening, Steve will review the final elements to be included within the design. From the color of the streetscape brick to the heights of the street light banners, many of the amenities have been reviewed, considered and revised throughout the process. This project shall receive 80% federal funding due to Coal City's membership in the Will County Governmental League's management of the Transportation Improvement Plan. The project is coming in as budgeted maximizing the total amount allowed for federal participation and utilizing nearly \$900,000 of local participation.

Following Wednesday's final presentation, this concept will be shared online so everyone from the community can view what is planned for construction next year. The next phases include submittal to IDOT as soon as the first one due in three weeks' time and receiving bids in January of 2019 to gain final construction project budget and timelines. Barring any additional comments from the Village Board, this project will be submitted as necessary to IDOT and prepared for bid. Final approval for the project comes with the acceptance of bids when they are returned in January with the upcoming IDOT bid letting.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 12, 2018

RE: PURCHASE OF THE FORMER DEALERSHIP PARKING LOT

The Village underwent an extensive process to determine the look and improvements to include in its new construction plans for the Broadway Reconstruction Project. One of the early decisions revolved around how to accommodate parking within the right of way in a means that ultimately meets the federal parking requirements for on street parking. For a temporary period this past spring, reverse angle parking was attempted in order to potentially keep the same number of onstreet parking spot along the west side of Broadway within the construction section. The Village Board listened to the response form the community and decided upon staying with as much traditional head in angle parking as possible.

This resulted in parallel parking to be required throughout the construction on the west side and the elimination of quite a few onstreet parking locations. To offset this loss, the Village has been considering the purchase of some additional offstreet parking in order to accommodate the loss of a number of parking spots. Prior to the completion of the Broadway Reconstruction Project, these spaced shall allow for additional laydown areas in which the construction crews may utilize Village-owned property to sort and stage materials necessary for the construction.

This evening, the purchase of 160 S. Broadway, located at the southwest corner of Gordon & Broadway and 622 S. Broadway, located at the southwest corner of the intersection of the BNSF Railroad and Broadway are provided for action by the Board for purchase. Due to the properties being located within the Village's TIF District, these expenditures necessary to make these purchases can be financed over a number of years.

The property at 622 S. Broadway will be purchased directly from the current owner in installment payments while the property at 160 S. Broadway will be purchased with a more traditional mortgage type lending. Following the Board's decision this evening, proper financing will be lined up in order to close should the sellers agree to the terms provided. After this evening's decision, the closing will be set within 30-45 days. An inspection will be required for 160 S. Broadway; the property at 622 S. Broadway will be used as is with its parking lights and paved surface.

Recommendation:

- 1.) Adopt Ordinance No. ____: Approving the Execution of an Agreement for the Purchase of Property known as 160 S. Broadway.
- 2.) Adopt Ordinance No. ____: Approving the Execution of an Agreement for the Purchase of Property known as 622 S. Broadway.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 18 - ____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE
PURCHASE OF CERTAIN REAL PROPERTY**

(160 S. Broadway)

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2018

ORDINANCE NUMBER 18 - __

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE
PURCHASE OF CERTAIN REAL PROPERTY**

(160 S. Broadway)

WHEREAS, the Village of Coal City (“Village”) is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois;

WHEREAS, Darryl Perino and Phebe Perino, of Diamond, Illinois (cumulatively, “*Seller*”) are the owners in joint tenancy of that certain real property located at 160 S. Broadway, Coal City, Illinois 60416, bearing permanent index number (PIN) 09-03-229-009 and legally described in **Exhibit A** to this Ordinance (“*Property*”);

WHEREAS, the Village President and Trustees of the Village (cumulatively, the “*Corporate Authorities*”) deem it advisable and necessary for the health, safety, and welfare of the residents of the Village of Coal City to provide for the purchase of the Property in order to provide additional off-street parking opportunities for Village residents, workers and visitors;

WHEREAS, the Village is authorized and empowered by the General Assembly pursuant to 65 ILCS 5/2-3-8 to acquire and hold property for public purposes; and

WHEREAS, the Village is authorized by Section 11-71-1 of the Illinois Municipal Code, 65 ILCS 5/11-71-1, to purchase, construct and operate motor vehicle parking lots;

WHEREAS, pursuant to the provisions of Section 11-61-3 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-61-3, the Village is authorized to purchase real property for public purposes pursuant to contracts that provide for the consideration for such purchase to be paid in annual installments during a period not exceeding 20 years;

WHEREAS, Village and Seller have negotiated and are desirous of entering into a

contract for the sale of the Property to the Village for the purchase price of ONE HUNDRED TWENTY TWO THOUSAND AND NO/100 DOLLARS (\$122,000.00), pursuant to the terms of that certain real estate purchase and sale agreement substantially in the form which is attached hereto and incorporated herein as **Exhibit B** ("*Contract*");

WHEREAS, the Corporate Authorities find and determine that it is in the Village's best interests to authorize the execution of a real estate contract with the Owner and the purchase of the Property pursuant to the terms of the Contract.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

SECTION 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. Terms. The Corporate Authorities hereby determine that it is advisable, necessary, and in the interests of the public health, safety, and welfare that the Village purchase the Property pursuant to terms substantially in the form of the Contract and to enter into the Contract substantially in the form attached as Exhibit B, subject to final legal review and approval by the Village Attorney.

SECTION 3. Authorization. The Corporate Authorities hereby approve an agreement for the purchase of the Property, which agreement shall be in substantially the form of the Contract, subject to final legal review and approval. The Mayor, Village Clerk, Village Administrator, and Village Attorney are hereby authorized and directed to execute those documents and take those actions necessary to enter into the Contract, as finally negotiated,

subject to final approval of the Village Attorney, and subsequently close on the purchase of the Property in accordance with the terms of the Contract, as finally negotiated, and state statute.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect on and after its passage, approval, and publication in pamphlet form in the manner provided by law.

SECTION 5. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

Approved:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

THAT PART OF LOT 1, IN BLOCK 8 OF BUCHANAN'S ADDITION TO COAL CITY, ILLINOIS DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT I.E., THE NORTHEAST CORNER OF LOT 1, BLOCK 8 IN BUCHANAN'S ADDITION TO COAL CITY, RUNNING THENCE WEST 125 FEET, THENCE SOUTH 54 FEET 9 INCHES, THENCE EAST 125 FEET, THENCE NORTH 54 FEET 9 INCHES TO A POINT OF BEGINNING; (EXCEPT COAL AND OTHER MINERALS UNDERLYING THE SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE THE SAME), IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-03-299-009-0000

Commonly known as: 160 S. Broadway, Coal City, Illinois

EXHIBIT B

REAL ESTATE CONTRACT

APPENDED ON FOLLOWING PAGES



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1



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

2 Buyer Name(s) *[please print]* Village of Coal City

3 Seller Name(s) *[please print]* Darryl & Phebe Perino

4 If Dual Agency Applies, Complete Optional Paragraph 31.

5 **2. THE REAL ESTATE:** Real Estate shall be defined as the property, all improvements, the fixtures and Personal
6 Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate
7 with approximate lot size or acreage of 60x120 commonly known as:

8 160 South Broadway Street, Coal City, IL. 60416

9 Address City State Zip

10 Grundy 0903229009

11 County Unit # (If applicable) Permanent Index Number(s) of Real Estate

12 If Condo/Coop/Townhome Parking is Included: # of spaces(s) ; identified as Space(s) # ;

13 *[check type]* ☐ deeded space, PIN: ☐ limited common element ☐ assigned space.

14 **3. PURCHASE PRICE:** The Purchase Price shall be \$ 122,000. After the payment of
15 Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at
16 Closing in "Good Funds" as defined by law.

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

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

19 Initial Earnest Money of \$ 500.00 shall be tendered to Escrowee on or before 3 day(s) after Date
20 of Acceptance. Additional Earnest Money of \$ shall be tendered by .

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

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

35 Other Items Included at No Additional Cost:

37 Items Not Included:

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

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

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

Buyer Initial Buyer Initial

Seller Initial Seller Initial

Address: 160 South Broadway Street, Coal City, IL. 60416

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44 **6. CLOSING:** Closing shall be on October 23, 2018 or at such time as mutually agreed by the
45 Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will
46 issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.

47 **7. POSSESSION:** Unless otherwise provided in Paragraph 40, Seller shall deliver possession to Buyer at Closing.
48 Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys
49 to the Real Estate to Buyer or to the office of the Seller's Brokerage.

50 **8. MORTGAGE CONTINGENCY:** If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a) OR
51 Paragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE.

52 This Contract is contingent upon Buyer obtaining a [check one] ☒ fixed; ☐ adjustable; [check one] ☒ conventional;
53 ☐ FHA/VA (if FHA/VA is chosen, complete Paragraph 37); ☐ other _____ loan for 85 %
54 of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an
55 adjustable rate mortgage used) not to exceed cmr % per annum, amortized over not less than 30 years.
56 Buyer shall pay loan origination fee and/or discount points not to exceed 0 % of the loan amount. Buyer
57 shall pay usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 35 if
58 closing cost credits apply).

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

61 a) Not later than September 17, 2018, (if no date is inserted, the date shall be twenty-one (21) days after
62 the Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution
63 confirming that Buyer has provided to such lending institution an "Intent to Proceed" as that term is defined
64 in the rules of the Consumer Financial Protection Bureau and has paid all lender application and appraisal
65 fees. If Buyer is unable to provide such written evidence, Seller shall have the option of declaring this
66 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date
67 specified herein or any extension date agreed to by the Parties in writing.

68 b) Not later than October 15, 2018, (if no date is inserted, the date shall be sixty (60) days after the
69 Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution
70 confirming that Buyer has received a written mortgage commitment for the loan referred to above. If Buyer
71 is unable to provide such written evidence either Buyer or Seller shall have the option of declaring this
72 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date
73 specified herein or any extension date agreed to by the Parties in writing.

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

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

82 **9. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:

83 [check one] ☒ has ☐ has not received a completed Illinois Residential Real Property Disclosure;

84 [check one] ☒ has ☐ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home";

85 [check one] ☒ has ☐ has not received a Lead-Based Paint Disclosure;

86 [check one] ☒ has ☐ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions";

Buyer Initial Buyer Initial

Seller Initial Seller Initial

Address: 160 South Broadway Street, Coal City, IL. 60416

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87 [check one] ☒ has ☐ has not received the Disclosure of Information on Radon Hazards.

88 **10. PRORATIONS:** Proratable items shall include without limitation, rents and deposits (if any) from tenants;
89 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and
90 Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
91 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller
92 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$ _____
93 per _____ (and, if applicable Master/Umbrella Association fees are \$ _____ per _____).
94 Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity)
95 confirmed prior to the Date of Acceptance. Special Assessment Area or Special Service Area installments due
96 after the year of Closing shall not be proratable items and shall be paid by Buyer. The general Real Estate taxes
97 shall be prorated as of the date of Closing based on 100 % of the most recent ascertainable full year tax bill. All
98 prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent
99 ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior
100 deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the
101 appropriate governmental entity, before or after Closing, to preserve said exemption(s). The requirements of
102 this Paragraph shall survive the Closing.

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

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

113 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 11 c). If Notice is not
114 served within the time specified herein, the provisions of this paragraph shall be deemed waived by the
115 Parties and this Contract shall remain in full force and effect.

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

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

Buyer Initial Buyer Initial

Seller Initial Seller Initial

Address: 160 South Broadway Street, Coal City, IL. 60416

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

137 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
138 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
139 within 10 Business Days after the Date of Acceptance, this Contract shall be null and void. Said Notice
140 shall not include any portion of the inspection reports unless requested by Seller.

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

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

150 **14. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
151 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
152 Seller within ten (10) Business Days after the Date of Acceptance or by the time specified in Paragraph 8 b),
153 whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full
154 force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property
155 Disclosure Act.

156 **15. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS:** (If applicable) The Parties agree that the terms
157 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any
158 conflicting terms.

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

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

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

170 d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure
171 upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but
172 no later than the time period provided for by law. This Contract is subject to the condition that Seller be able

Buyer Initial

Buyer Initial

Seller Initial

Seller Initial

Address: 160 South Broadway Street, Coal City, IL. 60416

v6.1

to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or additional documentation, Buyer agrees to comply with same.

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

f) Seller shall not be obligated to provide a condominium survey.

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

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

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

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

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

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

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

Buyer Initial Buyer Initial

Seller Initial Seller Initial

Address: 160 South Broadway Street, Coal City, IL. 60416

v6.1

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

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

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

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

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

- 249 a) zoning, building, fire or health code violations that have not been corrected;
250 b) any pending rezoning;
251 c) boundary line disputes;
252 d) any pending condemnation or Eminent Domain proceeding;
253 e) easements or claims of easements not shown on the public records;
254 f) any hazardous waste on the Real Estate;
255 g) any improvements to the Real Estate for which the required initial and final permits were not obtained;
256 h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
257 i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

258 Seller further represents that:

Buyer Initial Buyer Initial

Seller Initial Seller Initial

Address: 160 South Broadway Street, Coal City, IL, 60416

259 [Initials] [] [] [] [] There [check one] ☐ is ☒ is not a pending or unconfirmed special assessment
260 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.
261 [] [] [] [] The Real Estate [check one] ☐ is ☒ is not located within a Special Assessment Area or
262 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
263 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
264 matters that require modification of the representations previously made in this Paragraph 23, Seller shall
265 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
266 terminate this Contract by Notice to Seller and this Contract shall be null and void.

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

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

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

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

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

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

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

300 a) By personal delivery; or

Buyer Initial [] Buyer Initial []

Seller Initial [] Seller Initial []

Address: 160 South Broadway Street, Coal City, IL. 60416

v6.1

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

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

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

320 **30. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties
321 and the following additional attachments, if any: _____
322 _____

323 **OPTIONAL PROVISIONS (Applicable ONLY if initialed by all Parties)**

324 [Initials] ☐ ☐ ☐ ☐ **31. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
325 consented to _____ (Licensee) acting as a Dual Agent in providing
326 brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the
327 transaction referred to in this Contract.

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

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

330 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

331 _____
332 Address City State Zip

333 2) Buyer [check one] ☐ has ☐ has not entered into a contract to sell Buyer's real estate.

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

335 a) [check one] ☐ is ☐ is not subject to a mortgage contingency.

336 b) [check one] ☐ is ☐ is not subject to a real estate sale contingency.

337 c) [check one] ☐ is ☐ is not subject to a real estate closing contingency.

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

340 4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing
341 service, Buyer [check one]:

Buyer Initial ☐ Buyer Initial ☐

Seller Initial ☐ Seller Initial ☐

Address: 160 South Broadway Street, Coal City, IL. 60416

v6.1

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

[For information only] Broker: _____

Broker's Address: _____ Phone: _____

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

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

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

Buyer Initial

Buyer Initial

Seller Initial

Seller Initial

Address: 160 South Broadway Street, Coal City, IL. 60416

v6.1

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

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

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

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

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

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

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

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

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

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

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

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

Buyer Initial Buyer Initial

Seller Initial Seller Initial

Address: 160 South Broadway Street, Coal City, IL. 60416

v6.1

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

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

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

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

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

Buyer Initial ☐ Buyer Initial ☐

Seller Initial ☐ Seller Initial ☐

Address: 160 South Broadway Street, Coal City, IL. 60416

v6.1

471 deposit in escrow at Closing with _____, [check one] ☐ one percent (1%)
472 of the Purchase Price or ☐ the sum of \$ _____ to be paid by Escrowee as follows:
473 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
474 and including the day of delivery of Possession, if on or before the Possession Date;
475 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
476 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and
477 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have been
478 satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
479 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

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

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

499 ☐ ☐ ☐ ☐ 43. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other
500 required forms), shall be held in a federally insured interest bearing account at a financial institution designated
501 by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. Buyer
502 shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the account. In
503 anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days
504 prior to the anticipated Closing date.

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

508 ☐ Articles of Agreement for Deed	☐ Assumption of Seller's Mortgage	☐ Commercial/Investment
509 ☐ or Purchase Money Mortgage	☐ Cooperative Apartment	☐ New Construction
510 ☐ Short Sale	☐ Tax-Deferred Exchange	☐ Vacant Land

Buyer Initial ☐ Buyer Initial ☐

Seller Initial ☐ Seller Initial ☐

Address: 160 South Broadway Street, Coal City, IL, 60416

v6.1

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

514								
515	Date of Offer				DATE OF ACCEPTANCE			
516								
517	Buyer Signature				Seller Signature			
518								
519	Buyer Signature				Seller Signature			
520	Village of Coal City							
521	Print Buyer(s) Name(s) [Required]				Print Seller(s) Name(s) [Required]			
522	515 South Broadway Street							
523	Address				Address			
524	Coal City, IL. 60416							
525	City	State	Zip	City	State	Zip		
526	815-955-2873							
527	Phone	E-mail		Phone	E-mail			

528	FOR INFORMATION ONLY							
529	Coldwell Banker TREG	79998	477.011233	Coldwell Banker TREG	79998	477.011233		
530	Buyer's Brokerage	MLS #	State License #	Seller's Brokerage	MLS #	State License #		
531	1222 N. Division Street, Morris, IL. 60450			1222 N. Division Street, Morris, IL. 60450				
532	Address	City	Zip	Address	City	Zip		
533	Julie Vanduyne	703287	475.135167	Phebe Perino	704192			
534	Buyer's Designated Agent	MLS #	State License #	Seller's Designated Agent	MLS #	State License #		
535	815-942-2705	815-942-8098		815-942-2705	815-942-8098			
536	Phone	Fax		Phone	Fax			
537	juliedvanduyne@gmail.com			phebep05@gmail.com				
538	E-mail			E-mail				
539	Mark Heinle	mheinle@ancelglink.com						
540	Buyer's Attorney	E-mail		Seller's Attorney	E-mail			
541	1979 N. Mill Street, Suite #207, Naperville, IL. 60563-8472							
542	Address	City	State	Zip	Address	City	State Zip	
543	312-782-7606							
544	Phone	Fax		Phone	Fax			
545								
546	Mortgage Company	Phone		Homeowner's/Condo Association (if any)	Phone			
547								
548	Loan Officer	Phone/Fax		Management Co./Other Contact	Phone			
549								
550	Loan Officer E-mail			Management Co./Other Contact E-mail				

551 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.
552 Seller rejection: This offer was presented to Seller on _____ at _____ A.M./P.M. and rejected on _____
553 _____ at _____ A.M./P.M. [Seller Initials]
554 © 2015, 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
555 www.irela.org (website of Illinois Real Estate Lawyers Association). Approved by the following organizations, September 2015: Illinois Real Estate Lawyers Association • DuPage County Bar Association •
556 McHenry County Bar Association • Northwest Suburban Bar Association • Will County Bar Association • Belvidere Board of REALTORS® • Chicago Association of REALTORS® • Heartland REALTOR®
557 Organization • Hometown Association of REALTORS® • Illini Valley Association of REALTORS® • Kankakee-Iroquois-Ford County Association of REALTORS® • Mainstreet Organization of
558 REALTORS® • North Shore-Barrington Association of REALTORS® • Oak Park Area Association of REALTORS® • REALTOR® Association of the Fox Valley, Inc. • Three Rivers Association of
559 REALTORS®

Buyer Initial Buyer Initial Seller Initial Seller Initial

Address: 160 South Broadway Street, Coal City, IL. 60416

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 18 - ____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INSTALLMENT
AGREEMENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY**

(Surface Parking Lot on South Broadway, bearing PIN 09-03-429-015)

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2018

ORDINANCE NUMBER 18 - __

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INSTALLMENT
AGREEMENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY**

(Surface Parking Lot on South Broadway, bearing PIN 09-03-429-015)

WHEREAS, the Village of Coal City ("Village") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois;

WHEREAS, Terrence Kunes, of Homer Glen, Illinois ("***Seller***") is the owner of that certain real property located along South Broadway Street in Coal City, Illinois, bearing permanent index number (PIN) 09-03-429-015, and legally described in the real estate contract attached as **Exhibit A** to this Ordinance ("***Property***"); and

WHEREAS, the Village is authorized and empowered by the General Assembly pursuant to 65 ILCS 5/2-3-8 to acquire and hold property for public purposes; and

WHEREAS, the Village President and Trustees of the Village (cumulatively, the "***Corporate Authorities***") deem it advisable and necessary for the health, safety, and welfare of the residents of the Village of Coal City to provide for the purchase of the Property in order to provide additional off-street parking opportunities for Village residents, workers and visitors; and

WHEREAS, pursuant to the provisions of Section 11-61-3 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-61-3, the Village is authorized to purchase real property for public purposes pursuant to contracts that provide for the consideration for such purchase to be paid in annual installments during a period not exceeding 20 years; and

WHEREAS, Seller has agreed to sell the Property to the Village for the purchase price of ONE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$108,000.00), payable with

an initial payment of eight thousand and no/100 dollars (\$8,000.00) and, thereafter, the balance of the purchase price with five equal annual installments together with simple interest on the unpaid balance of the purchase price at 2.5 percent per annum;

WHEREAS, it is hereby estimated and determined that it will cost \$115,623.43, including interest charges, to purchase the Property for the Village, and funds are presently and shall be in the future available therefore;

WHEREAS, the Corporate Authorities find and determine that it is in the Village's best interests to authorize the execution of a real estate contract with the Seller substantially in the form which is attached hereto and incorporated herein as Exhibit A (the "***Agreement***") and the purchase of the Property pursuant to terms substantially in accordance with the terms set forth in the proposed Agreement, subject to final legal review and approval.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

SECTION 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. Terms. The Corporate Authorities hereby determine that it is advisable, necessary, and in the interests of the public health, safety, and welfare that the Village purchase the Property and for the purpose of paying the purchase price thereof to enter into an agreement with Seller providing for the purchase of the Property at a total cost of \$108,000.00 payable with an initial payment of EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00) and, thereafter, the balance of the purchase price with five equal annual installments together with simple interest on the unpaid balance of the purchase price at 2.5 percent per annum.

SECTION 3. Authorization. The Corporate Authorities hereby approve an agreement for the purchase of the Property, which agreement shall be in substantially the form attached hereto as **Exhibit A** (the “*Agreement*”), subject to final legal review and approval. The Mayor, Village Clerk, Village Administrator, and Village Attorney are hereby authorized and directed to execute those documents and take those actions necessary to enter into the Agreement and subsequently close on the purchase of the Property in accordance with terms substantially in the form of the Agreement and state statute.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect on and after its passage, approval, and publication in pamphlet form in the manner provided by law.

SECTION 5. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SO ORDAINED this _____ day of _____, 2018, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

INSTALLMENT AGREEMENT FOR WARRANTY DEED

APPENDED ON FOLLOWING PAGES

4848-2377-5601, v. 1

INSTALLMENT AGREEMENT FOR WARRANTY DEED

THIS INSTALLMENT AGREEMENT FOR WARRANTY DEED, inclusive of exhibits (cumulatively, the “**Agreement**”), is made and entered into as of the ____ day of _____, 2018 by and between the Village of Coal City, Grundy and Will Counties, Illinois, an Illinois non-home rule municipal corporation duly organized and validly existing legal entity organized and operated pursuant to the Constitution and laws of the State of Illinois with offices at 515 S. Broadway Street in Coal City, Illinois (“**Buyer**”), and Terrence Kunes, a natural person residing at 15824 W. 143rd Street, Homer Glen, Illinois 60491 (“**Seller**”). The Buyer and Seller are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, Buyer is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law;

WHEREAS, Buyer is authorized and empowered by the General Assembly pursuant to 65 ILCS 5/2-3-8 to acquire and hold property for public purposes;

WHEREAS, pursuant to the provisions of Section 11-61-3 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-61-3, Buyer is authorized to purchase real property for public purposes pursuant to contracts that provide for the consideration for such purchase to be paid in annual installments during a period not exceeding 20 years;

WHEREAS, President and Trustees of the Village of Coal City (cumulatively, the “**Corporate Authorities**”) deem it advisable and necessary for the health, safety, and welfare of the residents of the Village of Coal City to provide for the purchase of the real property herein described in order to provide additional off-street parking opportunities for Village residents, workers and visitors;

WHEREAS, the Corporate Authorities have found and determined that it is necessary and appropriate for the successful completion of the Project that the Village enter into this Agreement with the Developer to provide for the development of the Development Area, and further, that the Project is in the best interest of the Village and the welfare of its residents, and is in accord with valid public purposes;

WHEREAS, Seller has agreed to sell the real property hereinafter described to Buyer on an installment basis in accordance with the terms set forth herein;

WHEREAS, this Agreement has been submitted to the Corporate Authorities for review and consideration and the Corporate Authorities have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Village; and

WHEREAS, this Agreement has been submitted to Seller for review and consideration and Seller has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Seller;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Parties hereby agree as follows:

1. **INCORPORATION.** The foregoing Recitals are the findings of the Parties, accurate and incorporated into this Section 1 as if set forth in full herein, and thereby made a part of this Agreement and the Agreement shall be interpreted and construed in light of those Recitals.

2. **SALE AND PURCHASE PRICE.** Buyer agrees to purchase, and Seller agrees to sell to Buyer at the purchase price of ONE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$108,000.00) [the "**Purchase Price**"], the real estate commonly known as _____ S. Broadway, Coal City, Illinois, bearing property index number 09-03-429-015 and legally described as set forth on the attached **Exhibit A**, together with all fixtures, improvements and appurtenances thereon (cumulatively, the "**Property**"). Seller further agrees to transfer to Buyer all together with the following items of personal property by Bill of Sale at the final closing:

[Insert any property to be included]

3. **THE DEED.**

- (a) If the Buyer shall first make all the payments and perform all the covenants and agreements in this Agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer or Buyer's nominee, by a recordable, stamped general warranty deed, good title to the Property subject only to the following "permitted exceptions," if any: general real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Property.
- (b) The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

4. **INSTALLMENT PURCHASE.** Buyer hereby covenants and agrees to pay to Seller at _____, Illinois or to such other person or at such other place as Seller may from time to time designate in writing, the Purchase Price and interest on the unpaid balance of the Purchase Price remaining from time to time from the date of initial closing at the rate as hereinafter provided, payable as follows:

(a) Buyer shall pay to Seller a down payment of EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00) at the Initial Closing to be applied to the Purchase Price.

(b) Thereafter, Buyer shall pay to Seller the remaining balance of the Purchase Price [ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)] and all accrued interest on said unpaid balance at a rate of 2.5 percent per annum or before _____, 2023 [fifth anniversary of the Initial Closing]. Interest at the said rate shall accrue on such unpaid balance from the date of Initial Closing until the principal amount shall have been paid. Buyer shall satisfy its obligations as aforesaid by paying the additional sum of ONE HUNDRED SEVEN THOUSAND SIX HUNDRED TWENTY THREE AND 43/100 DOLLARS (\$107,623.43), payable in five equal annual installments of TWENTY ONE THOUSAND FIVE HUNDRED TWENTY FOUR AND 69/100 DOLLARS (\$21,524.69) each, commencing on _____, 2019 [first anniversary of Initial Closing date], and concluding on _____, 2023 [fifth anniversary of Initial Closing date]. Said amount includes principal and interest in accordance with the amortization schedule attached hereto as **Exhibit B**.

(c) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the Purchase Price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the Property; third, to pay insurance premiums falling due after the date of this Agreement in the event Buyer does not provide and maintain such coverage; and fourth, to reduce said unpaid principal balance of the Purchase Price.

(d) The Purchase Price may be prepaid in whole or in part, at any time and without notice, and without penalty or prepayment fee.

(e) It is understood and agreed by and between the Parties hereto that the payments required under the terms of this Agreement shall be a general obligation of Buyer and that the total amount due to Seller, including interest as herein provided, together with all prior indebtedness of Buyer, is within all statutory and constitutional limitations as to the incurring of indebtedness by the Municipality.

5. **CLOSINGS.** The "**Initial Closing**" shall occur on _____, 2018 (or on the date, if any, to which said date is extended by reason of subparagraph 8(b) at _____, in _____ County, Illinois. The "**Final Closing**" (the closing at which Seller delivers a deed to the Property conforming to the requirements of Paragraph 3 to Buyer) shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed at such place as Buyer shall designate by giving written notice to Seller.

6. **POSSESSION.** Possession shall be granted to Buyer at the Initial Closing provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Seller in cash or

by cashier's or certified check on the Initial Closing date, and further provided that Buyer on such Initial Closing date is otherwise not in default hereunder.

7. **SURVEY**. At least fifteen (15) days prior to the Initial Closing, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey prepared by an Illinois Professional Land Surveyor and certified by the surveyor to the Buyer and the title company as having been made in compliance with Illinois Land Survey Standards and ALTA/ACSM Land Title Surveys Minimum Standard Detail Requirements, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of record, fences, all buildings and other improvements on the Property and distances therefrom to the nearest two lot lines ("**Survey**"). The Survey shall show all corners staked, flagged, or otherwise monumented. The legal description on the Survey shall be the description used in the deed conveying the Property to Buyer and in the Title Insurance Policy.

8. **TITLE**.

- (a) At least fifteen (15) days prior to the Initial Closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract buyer's title insurance policy in the amount of the Purchase Price covering the date hereof, showing fee simple title to the Property vested in the seller, subject only to: (1) the general exceptions contained in the policy; (2) the "permitted exceptions" set forth in paragraph 3; (3) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the Initial Closing; and (4) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer (collectively, the "**Permitted Exceptions**"), along with copies of all documents recorded with respect to the Property which appear on the title commitment.
- (b) Within five (5) business days of receipt of the title commitment, the Buyer will notify the Seller as to (i) any exceptions to title shown on the title commitment that are not acceptable to the Buyer, and (ii) any objections the Buyer may have to the Survey ("**Buyer Title Notice**"). Any title exceptions that Buyer fails to object to in the Buyer Title Notice will become Permitted Exceptions. At least five (5) business days prior to the Initial Closing, the Seller will deliver to Buyer a pro forma Title Commitment. The cost of the title insurance policies to be issued pursuant to the Title Commitment shall be paid by the Seller. Should Buyer desire any special endorsements, the cost of the same shall be paid by Buyer.
- (c) The Seller will have fifteen (15) days from the receipt of the Buyer Title Notice ("**Title Cure Period**") to provide Buyer with assurances satisfactory to Buyer that any such objectionable matters will be removed or endorsed

over, in reasonable form and substance acceptable to Buyer, on or before the Initial Closing. If Seller is unable to satisfy Buyer as provided during the Title Cure Period, Seller shall have the right to extend the Title Cure Period for an additional fifteen (15) days in order to cure the objection or defect or obtain affirmative coverage for any such title defect by delivering notice to Buyer of such extension or before the expiration of the Title Cure Period (in such event, the extended Title Cure Period shall be deemed for all purposes to constitute the "Title Cure Period"). At such time, the Buyer may further extend the period in which the Seller will cure or remove such Unpermitted Exceptions or Survey defects or accept the title commitment and Survey as they then are. Unpermitted Exceptions which are accepted as part of this section will become Permitted Exceptions.

- (d) If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the Parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the Title Cure Period, to take the title as it then is, with the right to deduct from the Purchase Price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the Parties shall become null and void, without further action of the Parties, and all monies paid by Buyer hereunder shall be refunded.
- (e) Every title commitment which conforms with subparagraph "(a)" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.
- (f) Buyer's taking possession of the Property at the Initial Closing shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the Property, all matters shown on the Survey and the condition of title to the Property as shown to him on or before the Initial Closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8(a) resulting from acts done or suffered by, or judgments against the Seller between the Initial Closing and the Final Closing.

9. **AFFIDAVIT OF TITLE.** Seller shall furnish Buyer at or prior to the Initial Closing and, again, prior to Final Closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 3, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement", a "FIRPTA" affidavit and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. **INSPECTIONS.**

- (a) From and after the date of the Agreement through the Initial Closing date (the “**Inspection Period**”), Buyer, its counsel, agents and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to Seller. Buyer and its agents and representatives shall also have the right to enter upon the Property during the Inspection Period for any purpose related to this transaction, including, without limitation, inspecting, surveying, engineering, performing environmental tests, and such other work as Buyer shall consider appropriate (the “**Inspections**”). Upon the voluntary or involuntary termination of the Inspection Period, Buyer shall return the Property to its condition as it existed upon the date of this Agreement, reasonable wear and tear not caused by the Buyer excepted.
- (b) The Buyer’s Inspections of the Property are subject to the Buyer holding Seller and its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors, and assigns, harmless and fully indemnifying Seller against any damage, claim, liability or cause of action arising from or caused by the actions of Buyer, its agents, or representatives upon the Property, except to the extent caused by the willful or intentional act of the Seller. The Buyer’s obligations and duties contained in this subparagraph shall survive Initial Closing and Final Closing.
- (c) The obligations of Buyer under this Agreement are subject to and conditioned upon the determination by Buyer, in its sole discretion and judgment, whether to proceed with the purchase of the Property. In the event such conditions to Buyer’s obligations have not been satisfied within Inspection Period, as determined solely by Buyer, Buyer shall have the right, by written notice delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason, or no reason at all. Should such termination be delivered on or before the end of the Inspection Period, this Agreement shall be deemed null and void, and neither Party shall have any further duties or obligations under this Agreement.

11. **REAL ESTATE TAXES AND OTHER CHARGES.**

- (a) Seller shall be responsible for the timely payment, before any penalty accrues, of all general and special real estate taxes and special assessments for the year prior to Initial Closing and for all water charges, sewer service charges, utility fees and other taxes, fees, liens, and charges now or hereafter levied or assessed or charged against the Property or any part thereof or any improvements thereon prior to the date of Initial Closing. All accounts payable and other contractual obligations incurred by Seller prior to the Initial Closing shall be caused to be paid or performed by Seller on or before the Initial Closing, and Purchaser assumes no obligation or responsibility for the payment or performance thereof.
- (b) Buyer is responsible for all general and special real estate taxes and assessments, water charges, sewer service charges, utility fees and other taxes, fees, liens and charges levied or assessed or charged against the Property or any improvements thereon, for the Property that come due on or after the date of Initial Closing and subsequent years, hereby indemnifying Seller for any liability thereon. All general and special real estate taxes and special

assessments that are levied with respect to the Property for the year of Initial Closing will be prorated between Buyer and Seller as of 11:59 p.m. the night immediately preceding the date of Initial Closing. If the actual amount of taxes levied for the year of Initial Closing cannot be determined, then the proration shall be based upon 105% of the most recent ascertainable full year tax bill. To the extent that tax bills are adjusted following the Initial Closing, the Parties agree to reconcile the same outside of escrow. The terms of this Section shall survive the Closing.

- (c) Seller and Buyer shall provide proof to one another that all taxes have been paid, or the exempt status of the property, within days after payment of such taxes.
- (d) If Buyer fails to pay general and special real estate taxes and assessments, water charges, sewer service charges, utility fees, insurance premiums, or any other item that Buyer is obligated to pay under this Agreement, Seller may elect to pay such items and any amount so paid shall be added to the Purchase Price and be immediately due and payable to Seller, with interest at 2.5 percent per annum until paid.
- (e) Buyer shall transfer all utilities on the Property, if any, to its name on the date of Initial Closing and shall promptly pay any and all utility bills for services provided thereafter.
- (f) The Parties understand and agree that, following Initial Closing, Buyer shall apply for a property tax exemption for the Property pursuant to 35 ILCS 200/15-80, and Seller agrees to cooperate in the execution of any such exemption application or related documentation reasonably necessary to Buyer's application for property tax exemption. In the event that any general real estate taxes and assessments are refunded
- (g) Seller shall pay any stamp tax, if any, imposed by law on the transfer of title, provided, however, the Parties anticipate that the conveyance shall be exempt from such transfer taxes by virtue of the conveyance to a governmental body. Seller shall furnish a completed real estate Transfer Declaration signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

12. **SELLER'S REPRESENTATIONS.**

- (a) Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a code violation which existed on the Property before this Agreement was executed, has been received by the Seller, his principal or his agent within one (1) year of the date of execution of this Agreement.
- (b) Seller represents that all equipment and appliances to be conveyed, including, but not limited to, the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical systems; and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said

equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

13. BUYER TO MAINTAIN; REPAIRS AND IMPROVEMENTS.

- (a) Following Initial Closing, Buyer shall keep the Property and the improvements on the Property in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs upon said Property and shall promptly pay all bills or charges incurred on account of such maintenance.
- (b) If, however, the Property shall not be thus kept in good repair, Seller may either (a) notify the Buyer in writing to make such repairs and to place said Property in good repair within thirty (30) days of such notice, and upon Buyer's failure to initiate corrective action within thirty (30) days, then, Seller may enter the Property, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with Buyer's possession of the Property, and make the necessary repairs and do all the work required to place said Property in good repair, and Buyer agrees to pay to Seller, as so much additional Purchase Price for the Property, the reasonable expenses of the Seller in making said repairs and in placing the Property in good repair; or (b) avail himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.
- (c) Buyer shall maintain the Property in at least substantially the same condition as when he took possession and shall promptly pay all bills or charges incurred on account of such maintenance. Buyer shall bear the all risk of loss occurring while Buyer has possession of the Property.
- (d) Neither Party shall make any alterations, repairs, or improvements for which liens may arise without the written consent of the other Party. Buyer shall have no obligation to perform any maintenance to which Seller withholds consent. Notwithstanding the foregoing, Buyer shall have the right to make minor repairs (\$5,000.00 or less) to the Property.
- (e) Buyer shall not create or permit to be created any liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Buyer shall defend and indemnify Seller against any and all liability, loss, costs, and obligations, including reasonable attorney's fees, incurred by Seller on account of or arising out of or incurred by Seller to remove any such liens or adverse claims.

- (f) Buyer shall not commit or allow any waste of the Property.

14. **FIXTURES AND EQUIPMENT.** At the time of delivery of possession of the Property to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the Property, but until payment in full of the Purchase Price is made, none of such personal property, fixtures or equipment shall be removed from the Property without the prior written consent of the Seller.

15. **INSURANCE.**

- (a) Buyer shall defend and indemnify Seller against and hold Seller harmless from any and all liability, loss, costs, and obligations, including reasonable attorney's fees, on account of or arising out of claims for damages by reason of injuries occurring on or after the date of Initial Closing to any person or property while on or about the Property.
- (b) Buyer shall from and after the Initial Closing keep insured against loss or damage by fire or other casualty all buildings, improvements, and fixtures now or later located on the Property in Seller's name and at Buyer's expense. Buyer shall pay the premiums thereon when due. Such insurance shall be in an amount no less than the remaining balance of the Purchase Price. The insurance shall be provided by a company, or companies, reasonably acceptable to Seller.
- (c) In case of loss of or damage to the Property or improvements thereon after Initial Closing, any insurance proceeds to which either or both of the Parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of Purchase Price.
- (d) The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any act or omission by Buyer or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
- (e) In the event of damage to the Property by fire or other casualty, Buyer shall promptly give notice of such damage to Seller and the insurance company.
- (f) Seller may require that Buyer, at its own expense, procure and maintain liability insurance against claims for bodily injury, death, and property damage occurring on or about the Property in reasonable amounts specified by Seller and naming Seller as

an additional insured.

- (g) Any insurance policy shall provide for not less than ten (10) days written notice to Seller before cancellation, non-renewal, termination, or change in coverage, and Buyer shall deliver to Seller a duplicate or original certificate of such insurance policy or policies at Initial Closing.
- (h) Seller shall also maintain Seller's current insurance policy on the Property. Each insurance bill shall be a separate expense of the Parties. In the event of a loss, the claim shall be made on Purchaser's insurance policy, and all remuneration shall be paid under that policy to the extent of the loss, or to the extent that the same is not available, then on Seller's policy.

16. **BUYER'S INTEREST.** In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said Property by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore or for any part thereof.

17. **PERFORMANCE.**

- (a) If Buyer defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement, fails to close on or before the date provided in paragraph 5 or paragraph 29, or defaults in the performance of any other covenant or agreement hereof and such default is not cured within thirty (30) days of receiving written notice to Buyer from Seller specifying the nature of Buyer's default (the "**Cure Period**"), Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid installments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, unless Buyer pays to Seller the entire remaining balance due of principal and interest as provided at subparagraph (e). In the event that Seller elects to forfeit the Buyer's interest under this Agreement as set forth in Paragraph 17 (a)(iii) above as a result of Buyer's breach as aforesaid, Buyer shall deliver to Seller or Seller's nominee a recordable, stamped quitclaim deed to the Property.
- (b) If default is based upon the failure to pay taxes, assessments, insurance, or liens and Buyer fails to cure the default within the Cure Period, Seller may elect to make such payments and add the amount to the principal balance due,

which amounts shall become immediately due and payable by Buyer to Seller.

- (c) In the event of default under this Agreement by any Party to this Agreement, if such default is waived by the other Party, such waiver shall not constitute a waiver of any subsequent defaults by any Party, and shall not serve to vary the terms of this Agreement. In the event any prepayments were made by Buyer prior to the default, such prepayments, if any, may be taken as a credit by Buyer and applied as the current payments immediately due after default.

18. DEFAULT, FEES.

- (a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture, specific performance, or forcible entry and detainer, and in defending any proceeding to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other Party.
- (b) (i) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement; (ii) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this Agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the Property shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

19. **NOTICES.** All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the Party giving the same, and the same may be served upon the other Party and his agent personally or by certified or registered mail, return receipt requested, at the addresses set forth hereinbelow. Notice shall be deemed made when mailed or served.

Notices and communications to Buyer shall be addressed to the following address:

Village of Coal City
515 S. Broadway
Coal City, IL 60416
ATTN: Mayor Halliday

With a copy to:

Mark Heinle
Ancel, Glink, Diamond, Bush, DiCianni &
Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563
Email: mheinle@ancelglink.com

Notices and communications to Seller shall be addressed to the following address:

Terrence Kunes
15824 W. 143rd Street
Homer Glen, Illinois 60491

With a copy to:

Jim Dunneback
James F. Dunneback, P.C.
14475 John Humphrey Drive, Suite 200
Orland Park, IL 60462

20. **NON-ENCUMBRANCE.** Seller shall not convey the Property or encumber it in any way or do anything that will affect the record title to the Property as it appeared at Initial Closing.

21. **SELLER'S ACCESS.** Seller may make or cause to be made reasonable entries upon and inspection of the Property, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefore related to Seller's interest in the Property.

22. **ASSIGNMENT.** The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the Property, or any part thereof without the prior written consent of Seller, which consent shall not be unreasonably withheld. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said Property in any such transferee, pledgee, assignee, lessee or sub-leases, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

23. **FINAL CLOSING.** Buyer shall be entitled to delivery of the warranty deed and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder to Seller. In order to facilitate the delivery of documents, the Parties agree to complete the Final Closing at _____ office of Chicago Title Insurance Company. At the time of delivery of the deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County or municipal law on the transfer of title to Buyer. The Final Closing shall occur on or before _____, 2023.

24. **RECORDING.** The Parties may record this Agreement or a memorandum hereof at Buyer's expense.

25. **EXHIBITS.** The provisions contained in any exhibit attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.

26. **CAPTIONS AND PRONOUNS.** The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

27. **PROVISIONS SEVERABLE.** The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

28. **BINDING ON HEIRS, TIME OF ESSENCE.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, devisees, legatees, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.

29. **JOINT AND SEVERAL OBLIGATIONS.** The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the Property.

30. **THIRD PARTY BENEFICIARIES.** This Agreement has been prepared solely for the benefit of the parties hereto and creates no rights or benefits for third parties.

31. **REAL ESTATE BROKER.** Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction.

32. **ESCROW FOR CLOSING DOCUMENTS.** At the time of the Initial Closing, Seller shall deposit in escrow with Chicago Title Insurance Company the deed, affidavit of title, bill of sale, "FIRPTA" affidavit, ALTA statement, all required transfer tax declarations and such other transfer documents as are customarily furnished by a Seller to a Buyer at the time of closing. All such closing documents shall be in form reasonably acceptable to Buyer's attorney. At the time of Initial Closing, Buyer shall deposit in escrow with Chicago Title Insurance Company the quitclaim deed to the Property. The Seller and Buyer shall enter into "Escrow Trust Instructions - Article of Agreement" in substantially the same form as attached to this instrument as **Exhibit C**.

33. **CONSTRUCTION.** This Agreement has been drafted for the mutual benefit of both parties who have consulted with, or been able to consult with, attorneys of their choosing. No part of this Agreement shall be construed against a party because it or its attorney drafted all or part of this Agreement.

IN WITNESS WHEREOF, Seller has caused this agreement to be executed by the undersigned and Buyer has caused this agreement to be executed by its President and attested by its Clerk and the official seal of the Village to be hereunto affixed, all as of this _____ of _____, 2018.

SELLER:

BUYER:

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

AMORTIZATION SCHEDULE

Principal: \$100,000.00

Interest Rate: 2.50%

Payment Interval: Annual

No. of Annual Payments: 5

Annual Payment Amount: \$21,524.69

PAYMENT NO.	PAYMENT AMOUNT	APPLIED TO PRINCIPAL	APPLIED TO INTEREST	REMAINING BALANCE
Year 1	\$21,524.69	\$19,024.69	\$2,500.00	\$80,975.31
Year 2	\$21,524.69	\$19,500.31	\$2,024.38	\$61,475.00
Year 3	\$21,524.69	\$19,987.81	\$1,536.88	\$41,487.19
Year 4	\$21,524.69	\$20,487.51	\$1,037.18	\$20,999.68
Year 5	\$21,524.67	\$20,999.68	\$524.99	\$0.00

EXHIBIT C

ESCROW TRUST INSTRUCTIONS

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION APPROVING A SUCCESSOR COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE COAL
CITY POLICE CHAPTER #186 AND THE VILLAGE OF COAL CITY**

(MAY 1, 2018 THROUGH APRIL 30, 2024)

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2018

RESOLUTION NO. _____

**A RESOLUTION APPROVING A SUCCESSOR COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE COAL
CITY POLICE CHAPTER #186 AND THE VILLAGE OF COAL CITY**

(MAY 1, 2018 THROUGH APRIL 30, 2024)

WHEREAS, the Village of Coal City (“Village”) is a non-home rule municipality; and

WHEREAS, pursuant to the Illinois Public Labor Relations Act, the Village of Coal City has entered into collective bargaining agreements with the Metropolitan Alliance of Police Coal City Police Chapter #186; and

WHEREAS, on April 30, 2013, the most recent collective bargaining agreement expired and the parties entered into negotiations for the modification of the parties’ agreement prior to that date; and

WHEREAS, the parties have reached agreement on all terms and conditions of a new collective bargaining agreement, which has been memorialized in writing as the Agreement Between the Metropolitan Alliance of Police Coal City Police Chapter #186 and the Village of Coal City (the “Agreement”); and

WHEREAS, the Agreement shall be retroactively effective as of May 1, 2018, and continue through April 30, 2024; and

WHEREAS, the Corporate Authorities hereby deem it necessary and in the best interests of the residents of the Village of Coal City to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS. That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2. AUTHORIZATION. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Agreement in substantially the form attached hereto as **Exhibit A**, which is incorporated as though fully set forth herein. The Corporate Authorities further authorize and direct the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature. Further, the Village President, Clerk, Administrator and Attorney are hereby authorized and directed to do all things necessary, essential or convenient to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS. All resolutions or ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

SECTION 5. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

SO RESOLVED this _____ day of _____, 2018, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

APPROVED this _____ day of _____, 2018.

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

**AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE COAL CITY POLICE
CHAPTER #186 AND THE VILLAGE OF COAL CITY**

(MAY 1, 2018 THROUGH APRIL 30, 2024)

[appended on subsequent pages]

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 12, 2018

RE: APPROVAL OF BIDS FOR 5TH AVE. CONSTRUCTION PROJECT

Included within the packet are the bids received for the work planned on 5th Avenue. There is some pavement widening planned for the intersection of 5th Avenue & North Street. However, in addition to new asphalt, underground improvements are necessary within the neighborhood. The recommendation from the Village Engineer is to select Brandt Excavating to complete the underground work, which includes running a new storm improvement and remove two "dead ends" within the water utility via a new connection just north of the RR tracks on 5th Avenue. Funds recovered from the Terraco settlement will be used to make this improvement.

Recommendation:

Select Brandt Excavating as the lowest responsible bidder for the 5th Ave. Water Main & Storm Improvements Project for an estimated \$113,708.

MEMORANDUM

DATE: August 30, 2018

TO: Mayor Terry Halliday
Village of Coal City
515 South Broadway
Coal City, IL 60416

FROM: Ryan E. Hansen

SUBJECT: Village of Coal City
5th Avenue Storm Sewer & Watermain Improvements

Bids were received and were publicly opened and read on August 28, 2018 for the 5th Avenue Storm Sewer & Watermain Improvements. All bids received met the intent of the proposal documents and were in order; the bid results are as follows:

BIDDER	AMOUNT
Brandt Excavating, Inc.	\$113,708.00
D Construction, Inc.	\$122,583.00
Gene Wren Construction	\$125,801.69
Performance Construction & Engineering	\$158,800.00
PT Ferro Construction Co.	\$167,464.00
Stip Bros. Excavating, Inc.	\$229,970.00

Based on the proposal received we recommend the projects be awarded to the low, responsive, responsible bidder, Brandt Excavating, Inc. in the amount of \$113,708.00.

Enclosure

REH/hp

PERU OFFICE:

JAMES K. CLINARD, S.E., P.E. • MICHAEL W. PERRY, P.E. • KEVIN W. HEITZ, P.E., P.L.S.
DEAN A. CHALKEY, C.F.M. • DON W. BIXBY, P.E. • ADAM OSSOLA, S.E., P.E. • MICHAEL S. RICETTA, P.L.S. • SCOTT M. SPAYER, P.L.S.

MORRIS OFFICE:

GUY R. CHRISTENSEN, P.E. • RYAN E. HANSEN, P.E. • RONALD L. BUETTNER, P.L.S.
TIMOTHY R. HEJNY, P.E. • CASEY J. MCCOLLOM, P.E. • ROBERT T. SCHMUDE, P.E.

BID LETTING: VILLAGE OF COAL CITY
 5TH AVE STORM SEWER
 & WATERMAIN IMPROVEMENTS
 10:00AM, Tuesday, August 28, 2018

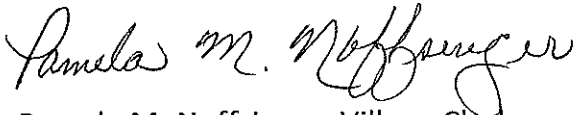
Bidder & Address	Bid Security	Total Bid
Steve Spiess Construction, Inc. 10284 Vans Dr. Frankfort IL 60423	No Bid	
P.T. Ferro Construction Co. 100 Rowell Ave. Joliet IL 60433	5% Bid Bond	\$167,464.00
D Construction 1488 S. Broadway Coal City IL 60416	5% Bid Bond	\$122,583.00
Len Cox & Sons Excavating 1203 Theodore St. Crest Hill IL 60403	No Bid	
Brandt Excavating Inc. 365 Hoover St. Morris IL 60450	5% Bid Bond	\$113,708.00
Bisping Construction Co., Inc. 110 Ford Drive New Lenox IL 60451	No Bid	
Stip Bros Excavating, Inc. P.O. Box 365 Elwood IL 60421	5% Bid Bond	\$229,970.00
Opperman Construction Co. 1635 N. 1650 East Road Pontiac IL 61764	No Bid	
Performance Const & Eng 217 W. John Street Plano, IL 60545	5% Bid Bond	\$158,800.00
Gene Wren Construction PO Box 164 Coal City IL 60416	5% Bid Bond	\$125,801.69
Conley Excavating 1555 Gramercy Place Morris IL 60450	No Bid	

BID LETTING
5th AVENUE STORM SEWER & WATERMAIN IMPROVEMENTS
AUGUST 28, 2018
10 A.M.

At 10 a.m. on Tuesday, August 28, 2018 in the boardroom of the Village Hall, a bid letting was held for the 5th Avenue storm sewer and watermain improvement projects. Ryan Hansen from Chamlin Engineering conducted the opening with Matt Fritz, village administrator, Trustee David Spesia and many representatives of the various companies in attendance. The results of the lettering are as follows:

- | | |
|--|--------------|
| 1. Performance Construction & Engineering
Plano, Illinois | \$158,800 |
| 2. Brandt Excavating, Inc.
Morris, Illinois | \$113,708 |
| 3. Stip Brothers Excavating, Inc.
Elwood, Illinois | \$229,970 |
| 4. Gene Wren Construction
Coal City, Illinois | \$125,801.69 |
| 5. D Construction
Coal City, Illinois | \$122,583 |
| 6. P.T. Ferro Construction Co.
Joliet, Illinois | \$167,464 |

The apparent lowest bidder is Brandt Excavating, Inc. The engineering recommendation for approval will be presented to the Coal City Village Board at the September 12th meeting. The engineering estimate was \$125,465. The bid letting was completed at 10:07 a.m.


Pamela M. Noffsinger, Village Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 12, 2018

RE: ELECTED OFFICIAL ANNUAL PAY

The Village Board of Trustees determines the rate of pay to be compensated for their part-time, but regular work that comes along with the regular public meetings throughout the year. Coal City's rate of pay has not changed for as long as anyone can recall.

Each year, the Trustees and the Village Clerk receive \$2,500 per year for their commitment to the Village during their elected term. The Mayor receives an additional \$2,500 per year to receive \$5,000 in total per year. This topic must be discussed prior to the upcoming election to properly follow State statutes. This results in any increases being received by future Board members and shall not affect the current sitting Board.

Attached are two surveys – the first is the one that had been conducted in 2014 (the last time this topic was discussed) and the second is a recent survey Pam Noffsinger gained from the Clerks network. Both of them show Coal City's rate of pay to be overall uncompetitive and out of step with most other municipalities. Should the Board wish to make a change, please select one of the concepts below or suggest another change and an ordinance will be prepared.

Annual pay for Elected Officials

<i>Current</i>	<i>\$2,500</i>	
<i>Step Increase</i>		<i>\$4,000</i>
<i>Double Current Rate</i>		<i>\$5,000</i>

*The Mayor's rate would continue to double the Trustee rate due to Liquor
Commissioner Responsibility*

Please consider the information and recommend an amount to include within the next meeting's agenda for adoption.

<u>Municipalities</u>	<u>Population</u>	<u>Type</u>	<u>Mayor FT or PT</u>	<u>Mangr/Admin.</u>	<u>Mayor's pay per?</u>
Seatonville	314	Pres./Trustee	PT	No	225 quarter
Spring Valley	5,500	Mayor/Ald	PT	No	10,000 year
Leland	975	Commissioner	PT	No	140 meeting
Lacon	1,937	Mayor/Ald	PT	No	1,440 year
Braceville	793	Commissioner	PT	No	85 meeting
Gardner	1,463	Commissioner	PT	No	5,500 year
Frankfort	18,701	Pres./Trustee	PT	Yes	4,500 year
S. Wilmington	700	Pres./Trustee	PT	No	350 meeting
DePue	1,838	Pres./Trustee	PT	No	120 meeting
Sheridan	2,811	Pres./Trustee	FT	Yes	meeting
Naperville	145,000	Council/Mgr	PT	Yes	36,000 year
Ladd	1,295	Pres./Trustee	PT	No	150 meeting
Grand Ridge	560	Pres./Trustee	PT	No	7,000 year
McNabb	*	310 Pres./Trustee	PT	No	3,000 year
Beecher	4,400	Pres./Trustee	PT	Yes	4,000 year
Tinley Park	60,000	Pres./Trustee	PT	Yes	30,000 year
Peotone	*	4,142 Pres./Trustee	PT	Yes	8,000 year
Woodridge	32,000	Mayor/Ald	PT	Yes	9,600 year
Monee	5,500	Pres./Trustee	PT	Yes	13,000 year
Diamond	2,500	Commissioner	PT	No	12,000 year
Lockport	24,859	Mayor/Ald	PT	Yes	18,000 year
Minooka	10,924	Pres./Trustee	PT	Yes	10,000 year
Manhattan	7,366	Pres./Trustee	PT	Yes	10,000 year
Coal City	5,587	Pres./Trustee	PT	Yes	4,000 year
Sandwich	7,500	Commissioner	FT	No	20,000 year
Marseilles	5,100	Commissioner	FT	No	5,300 year
Homer Glen	24,220	Pres./Trustee	FT	Yes	15,000 year
Morris	*	13,636 Mayor/Ald	FT	No	85,100 year
Elwood	2,300	Pres./Trustee	PT	Yes	15,000 year
Crete	8,259	Pres./Trustee	PT	Yes	9,600 year
Crest Hill	*	20,837 Commissioner	PT	Yes	27,750 year/mtg
New Lenox		Mayor/Ald			15,000
Mokena	19,000	President/Trustee	PT	Yes	7,500 year
Channahon	*	12,800 President/Trustee	PT	Yes	195 meeting
Braidwood	5,200	Commissioner	PT	Yes	5,000 meeting
Toulon	1,300	President/Trustee	PT	No	year
Cherry	495	President/Trustee	PT	No	2,400 year
Carbon Hill	396	President/Trustee	PT	No	meeting

City or Village Name	Population	Type of government	Full time Mayor salary	Full time Mayor per diem	Part time Mayor salary	Part time Mayor per diem	City Manager salary	City Manager benefit allowance	City Council pay annually	City Council pay per diem
Carbondale	25,900	Council-Manager			\$ 9,000		\$ 136,000		\$ 4,500	
Freeport	25,553	Council-Manager			\$ 26,442		\$ 130,050		\$ 3,800	
Belleville	44,314	Mayor-Council	\$ 86,511						\$ 11,086	
Alton	26,725	Mayor-Council	\$ 88,993						\$ 9,000	
Normal	54,265	Council-Manager			\$ 18,000		\$ 185,000		\$ 4,800	
Galesburg	32,195	Council-Manager			\$ 12,002		\$ 142,501		\$ 4,992	
Urbana	41,989	Mayor-Council	\$ 69,274				\$ 157,154		\$ 5,000	
Champaign	86,086	Council-Manager			\$ 35,000		\$ 198,479		\$ 6,319	
Granite City	29,849	Mayor-Council	\$ 91,108						\$ 7,100	
Quincy	40,531	Mayor-Council	\$ 99,232				\$ 139,000		\$ 6,000	
Rock Island	39,000	Council-Manager			\$ 20,000		\$ 140,000		\$ 5,000	
Pekin	34,000	Council-Manager			\$ 22,500		\$ 168,172		\$ 5,400	
Dekalb	44,000	Council-Manager			\$ 8,000	\$50 per sp mte			\$75 per mte	\$50 per sp mte
Forrest	1,220	President-Trustee			\$ 10,000	\$500 stand per mo	\$ 90,000		\$ 5,000	
Poplar Grove	5,000	Council-Manager			\$ 3,000		\$ 135,269	vehicle	\$ 1,500	
Centralla	13,032	Council-Manager							\$ 2,400	
Herrin	12,800	Mayor-Council	\$ 40,000	\$4,000 ann lla comm			\$ 174,836		\$ 3,600	\$100 per CC mte
Yorkville	19,022	Council-Manager			\$ 8,500	\$100 stand per mte	\$ 111,815		\$ 7,655	\$65 per mte
Washington	16,566	Council-Manager			\$ 12,000	\$100 per lla hear	\$ 116,000		\$ 3,600	\$50 per mte
Machesney Park	23,455	Council-Manager			\$ 47,000		\$ 187,477	\$6,000 car allow	\$ 6,000	
Oswego	33,078	Council-Manager			\$ 6,000	\$50 per mte			\$ 3,600	
Marville	7,487	Mayor-Council	\$ 66,300				\$ 68,500		\$ 5,400	\$50 per sp mte
Fairbury	3,757	Mayor-Council			\$ 6,000		\$ 95,432		\$ 3,000	
Shiloh	13,961	President-Trustee			\$ 24,000	\$50 per sp mte	\$ 175,049		\$ 3,000	
Wheaton	53,648	Council-Manager			\$ 5,000		\$ 140,400		\$ 3,000	
Collinsville	25,579	Council-Manager			\$ 3,600		\$ 101,920	\$5,400 car allow	\$ 4,800	\$50 per sp mte
Mascoutah	8,568	Council-Manager			\$ 9,600		\$ 158,000	car allow	\$ 2,520	
Streamwood	40,000	Council-Manager			\$ 9,600	\$50 per sp mte	\$ 105,000		\$ 2,400	
Mt Vernon	15,277	Council-Manager			\$ 7,200		\$ 116,507		\$ 2,500	\$50 per mte/\$25 per cm
Coal City	5,587	Council-Manager			\$ 4,500	\$50 per mte/\$25 per cmte			\$ 1,200	\$40 per mte/\$25 per cm
Deer Creek	704	President-Trustee			\$ 3,000	\$500 for lla comm				\$125/1 res mthly mte and \$25 per sp mte
Paw-Paw	820	President-Trustee			\$ 4,200	\$235/1 res mthly mte and \$25 per sp mte				
Brownstown	749	Mayor-Council							\$ 7,200	
ccvillage@yahoo.com	959	President-Trustee								
Montgomery	18,438	Mayor-Council			\$ 10,800	\$80/mte				\$50/mte
Beckmever	1,043	President-Trustee			\$ 26,442		\$ 130,050		\$ 3,800	
Freeport	25,553	Council-Manager			\$ 40,000	max. salary-sixth term	\$ 212,066		\$ 6,000	
Elk Grove Village	34,727	Trustees-Manager				\$100/mte; 0 for cmte mte				\$40/mte; 0 for cmte mte
Ashmore	785	President-Trustee			\$ 950	\$40/mte;\$30/cmte			\$ 600	\$50/sp mte; 0 cmte mte
Cedarville	741	President-Trustee			\$ 1,980					\$50/mte;\$25/cmte mte
Ramsey	1,037	President-Trustee			\$ 6,000	\$500 for lla comm				\$50/mte
Richmond	1,872	President-Trustee				\$75/mte			\$ 5,000	
Fairmount	640	President-Trustee			\$ 10,000	\$500/month stand	\$ 90,000			
Poplar Grove	5,000	Mayor-Council								

Coal City Police Department
Weekly Summary of Activities
Thursday 08-16-18 – Wednesday 08-22-18

During this period, there were 53 calls for service, 22 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

08-16-18 at 6:17 PM, Police responded to the Coal City Middle School for two separate criminal damage to property and burglary from a motor vehicle report. In both incidents the driver's side windows were shattered and purse, USC, gift cards and cigarettes were taken from the locked vehicles. Police then received a call from a W. Willow St. residence who witnessed a heavy set male in a newer black SUV throw what appeared to be a duffle bag into a garbage can. After the vehicle left the area she found two purses and called police. Police are continuing to investigate this incident.

08-20-18 at 10:10 AM, the SRO met with the Coal City High School principal regarding a 16 yr.-old male who admitted to consuming alcohol. He stated he threw the water bottle in the garbage can in one of his classroom. The classrooms and his vehicle was searched but they were unable to locate the bottle. The student was released into his parent's custody after writing a statement and was given a school punishment.

Arrest Incidents

Speeding	6
Operating an Uninsured Motor Vehicle	1
Failure to give Information from an Accident	1
Disobeying a Traffic Control Devise	2
Expired Registration	1
Dog Running at Large	1

Coal City Police Department
Weekly Summary of Activities
Thursday 08-23-18 – Wednesday 08-29-18

During this period, there were 53 calls for service, 22 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

08-16-18 at 6:17 PM, Police responded to the Coal City Middle School for two separate criminal damage to property and burglary from a motor vehicle report. In both incidents the driver's side windows were shattered and purse, USC, gift cards and cigarettes were taken from the locked vehicles. Police then received a call from a W. Willow St. residence who witnessed a heavy set male in a newer black SUV throw what appeared to be a duffle bag into a garbage can. After the vehicle left the area she found two purses and called police. Police are continuing to investigate this incident.

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Arrest Incidents

Speeding	6
Operating an Uninsured Motor Vehicle	1
Failure to give Information from an Accident	1
Disobeying a Traffic Control Devise	2
Expired Registration	1
Dog Running at Large	1

2018 Total Calls

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark	12	29	22	2	22	7	6	17					117
Dillon	74	98	119	70	90	75	55	43					624
Harseim	62	64	63	39	47	32	37	49					393
Imhof	118	109	124	135	119	130	65	90					890
Jones	110	49	101	106	48	135	153	136					838
Kasher	134	58	184	90	67	34	95	85					747
Logan	41	131	30	59	55	26	38	17					397
Moran	92	25	110	88	38	62	33	36					484
Roth					90	146	116	136					488
Briley													
Butterfield			5			4							9
Paquette													
Roach			5	10									15
Shugart	29	36	33	63	39	45	60	50					355
Total	672	599	796	662	615	696	658	659					5357

2018 Calls Requiring a Report

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark	5	21	13	1	14	3	4	14					75
Dillon	18	25	24	19	30	19	20	26					181
Harseim	41	31	35	25	24	20	20	27					223
Imhof	42	56	63	58	55	68	36	50					428
Jones	61	24	51	57	27	56	75	55					406
Kasher	25	33	57	33	23	13	46	49					279
Logan	22	19	20	35	28	16	21	13					174
Moran	26	11	23	22	19	33	21	18					173
Roth					28	47	53	52					180
Briley			3										3
Butterfield			1										1
Paquette													
Roach			4	6		2							12
Shugart	24	29	17	31	23	32	31	26					213
Total	264	249	311	287	271	309	327	330					2348

2018 Dispatched Calls

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark	1	9	3		9	1	2	4					29
Dillon	19	18	17	20	22	17	14	22					149
Harseim	28	16	23	14	10	17	13	21					142
Imhof	41	37	43	40	49	47	30	39					326
Jones	36	17	37	33	15	36	38	55					267
Kasher	19	24	40	19	17	11	28	26					184
Logan	19	12	14	26	28	15	16	9					139
Moran	15	5	15	18	19	32	10	14					128
Roth					32	33	29	34					128
Briley			1										1
Butterfield						2							2
Paquette													
Roach			1	4									5
Shugart	14	10	9	18	13	32	22	17					135
Total	192	148	203	192	214	243	202	241					1635

2018 Criminal Charges

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark													
Dillon	3		1	1									5
Harseim	2	2		1									5
Imhof	1	1	6	3	9	5	4	3					32
Jones	1	1	2	4	1	5		3					17
Kasher	3	4	3		1		3	1					15
Logan	1												1
Moran	2	1	1	1		2	3	2					12
Roth					2	3	1	1					7
Briley													
Butterfield													
Paquette													
Roach													
Shugart							7						7
Total	13	9	13	10	13	15	18	10					101

2018 Traffic Citations

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark													
Dillon			1	1	1								3
Harseim	1	4						4					9
Imhof	15	13	24	28	10	22	12	16					140
Jones	27	11	18	27	14	24	45	28					194
Kasher		4	3	3	3	2							12
Logan		1		4		2							7
Moran	4			3	2	6	2						17
Roth					2	4	1	2					9
Briley													
Butterfield													
Paquette													
Roach				1									1
Shugart			1										1
Total	47	34	47	67	28	60	60	50					393

2018 Traffic Crashes

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark			1					1					2
Dillon	1	3	2					1					7
Harseim	2	1						3					6
Imhof	3	1		1	1	4	2	5					17
Jones	1	2		4	1	4	1	2					15
Logan	2	3	1					2					8
Moran			1		1			2					4
Kasher			1	1									2
Roth					2	1	2	1					6
Briley													
Butterfield													
Paquette													
Roach													
Shugart			1										1
Total	9	12	5	6	5	9	5	17					68

2018 D.U.I.

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark													
Dillon													
Harseim		1											1
Imhof			1				1	1					3
Jones													
Kasher		1	1										2
Logan													
Moran													
Roth													
Briley													
Butterfield													
Paquette													
Roach													
Shugart													0
Total	0	2	2	0	0	0	1	1	1				6

2018 P-Tickets

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark	1												1
Dillon				1									1
Harseim	1	1											2
Imhof	4	1		3	2		5	1					16
Jones	1	1	1			1	2	2					8
Kasher		4		1		1		1					7
Logan													
Moran	2		2				4	1					9
Roth								1					1
Briley													
Butterfield													
Paquette													
Roach													
Shugart													
Total	9	7	3	5	2	2	11	6					45

2018 Verbal Warnings

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Clark				1	1	1	1	1					5
Dillon	3	1	1	7	7	4	4	1					28
Harseim	1	2	5			1	4						13
Imhof	19	23	23	27	17	31	14	16					170
Jones	32	9	24	34	13	47	50	45					254
Kasher	5	3	10	2	1	2	9	2					34
Logan	5		3	7	7	2	3						27
Moran	2		1	11	2	3							19
Roth					20	23	34	25					102
Briley													
Butterfield			2										2
Paquette													
Roach				1									1
Shugart				1			1						2