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DIXMOOR ENTERED
5-2004

ORDINANCE No. 04-140-07

AN ORDINANCE AMENDING CHAPTER 11 1/2 OF THE CODE OF ORDINANCES OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS

BE IT ORDAINED by the Village President and Board of Trustees of the Village of Dixmoor, Cook County, Illinois, that Chapter 11 1/2 entitled "Fire Prevention and Protection" of the Code of Ordinances of the Village of Dixmoor, Cook County, Illinois, is hereby amended as follows:

Section 1. That Sec. 35 of Chapter 11 1/2 entitled "Charges for the Use of the Services of the Dixmoor Fire Department Equipment and Ambulances" is hereby amended by deleting said Section in its entirety and replacing it with the following:

"Sec. 11 1/2-35. Fees for Fire Department Equipment, Apparatus, Emergency Services and Related Expenses.

(a) Definitions.

(1) Advanced Life Support (ALS): The use of advanced paramedic equipment for life threatening injuries or sickness.

(2) Basic Life Support (BLS): Any call which is not advanced life support, including response for first aid and transport for victims who are sick or injured.

(b) Reimbursement of Fire Department Equipment and Related Expenses.

All users of fire and ambulance equipment hereinafter defined shall be charged per person. These fees shall be separate from any fees for those services itemized in subsection (c). The fees shall be as follows:

ALS Emergency Transport	\$700.00
ALS Mileage Charge	\$ 18.00
BLS Emergency Transport	\$500.00
BLS Mileage Charge	\$ 18.00
Response Charge (no treatment/non-transport)	\$250.00
Engine Assistance	\$250.00
Chief/Deputy Chief Response	\$150.00
Second Crew Assistance and Response	\$550.00
General Mileage (all other vehicles)	\$ 18.00
Records	\$ 20.00

Robert Morrin

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(c) Reimbursement of Emergency Services and Staff Assistance.

When services are rendered to any person pursuant to subsection (b), there will be such additional charges if any of the following services are utilized:

<i>Description of Services</i>	<i>Fee</i>
Airway Mgt.	\$230.00 -
Pleural Decompression	\$230.00 -
\ I.V. Start	\$ 75.00 -
OB Delivery	\$350.00
\ Blood Glucose	\$ 30.00
Drug Administration	\$ 80.00 -
CPR	\$300.00
Defib./Pacing/Cardiovert	\$250.00 -
\ Monitor Set Up	\$185.00 -
\ 6 Second Strip	\$ 5.00 -
Nubulizer Treatment	\$ 85.00 -
Subsequent Neb Treatment	\$ 50.00 -
\ Pulse Ox	\$ 50.00
Hot/Cold Pack	\$ 25.00
\ Telemetry/communications	\$ 15.00
\ Oxygen	\$ 70.00
Stair Chair	\$ 85.00
Bandaging	\$ 60.00
Splinting Extremities	\$ 60.00
Restraints	\$250.00
Spinal Immobilization	\$100.00
Isolation Precautions	\$200.00
Extrication	\$250.00
Cricothyrotomy	\$250.00 -
Conscious Sedation	\$230.00 -

(d) Payment and Collection of Fees.

The Fire Chief shall cause an invoice to be issued to those who use Fire Department equipment and services as enumerated in subsection (b) and (c). Such invoice shall be paid to the Village by the individual, or such designated payee or insurance provider, receiving fire department services within thirty (30) days after such service is provided. The Village will accept any and all insurance assignments for a current resident as paid in full. The Village may enter into a contract with a billing service and collection agency to facilitate the process. All fees collected shall be deposited in specified accounts in accordance with subsection (e).

(e) Distribution of Ambulance Fees.

Fees collected in accordance with subsection (d) shall be distributed in the following manner:

(1) The first \$3,000.00 of each month's fees collected shall be deposited in a fire department equipment account to be used to pay for the following items: maintenance and/or repairs to fire department vehicles and equipment, current contractual obligations on fire department vehicles and equipment or the purchase or lease of new emergency fire department vehicles and equipment.

(2) Remaining Fees shall be deposited in the general fund of the Village."

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

Section 3. That this Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

Passed this 28th day of April, 2004.

APPROVED by me this 28th day of April, 2004.

Martha J. Roggia
Village President

Attest:

Janita Sarden
Village Clerk

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ORDINANCE NO. 04-10-10

AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS IMPLEMENTING THE PROVISIONS OF THE STATE OFFICIALS AND EMPLOYEES ETHICS ACT

WHEREAS, the Illinois General Assembly has enacted the State Officials and Employees Ethics Act, 5 ILCS 430/1-1 *et seq.*, by and through Public Act 93-615, effective November 19, 2003, as amended by Public Act 93-617, effective December 9, 2003 (the "Act"), which is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees; and,

WHEREAS, the Act requires all units of local government and school districts, within six months after the effective date of Public Act 93-615, to adopt ordinances or resolutions regulating the political activities of, and the solicitation and acceptance of gifts by, the officers and employees of such units "in a manner no less restrictive" than the provisions of the Act; and,

WHEREAS, it is the clear intention of the Act to require units of local government and school districts to implement regulations that are at least as restrictive as those contained in the Act, and to impose penalties for violations of those regulations that are equivalent to those imposed by the Act, notwithstanding that such penalties may exceed the general authority granted to units of local government to penalize ordinance violations; and,

WHEREAS, it is the clear intention of the Act to provide units of local government with all authority necessary to implement its requirements on the local level regardless of any general limitations on the power to define and punish ordinance violations that might otherwise be applicable; and,

WHEREAS, because the Act provides for the imposition of significant penalties for violations of said local regulations, it is necessary to adopt the required regulations by Ordinance rather than by Resolution; and,

WHEREAS, the Village of Dixmoor desires to come into full compliance with the provisions of the Act.

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

SECTION 1. Chapter 2 entitled "Administration" of the Code of Ordinances of the Village of Dixmoor, Cook County, Illinois, is hereby amended by adding the following new Article to said Chapter:

"Article IX. Officers and Employees Ethics Act

Sec 2-160. Definitions

The following words, terms and phrases, when used in this Article, shall have the meaning ascribed to them in this section:

"Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code (10 ILCS 5/1-3).

"Collective bargaining" has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

"Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Article, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

"Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

"Contribution" has the same meaning as that term is defined in section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

"Employee" means a person employed by the Village of Dixmoor, whether on a full-time or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

"Employer" means the Village of Dixmoor.

(6) Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.

(7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.

(8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.

(9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.

(10) Preparing or reviewing responses to candidate questionnaires.

(11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.

(12) Campaigning for any elective office or for or against any referendum question.

(13) Managing or working on a campaign for elective office or for or against any referendum question.

(14) Serving as a delegate, alternate, or proxy to a political party convention.

(15) Participating in any recount or challenge to the outcome of any election.

"Prohibited source" means any person or entity who:

(1) is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;

(2) does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;

(3) conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or

(4) has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

Sec. 2-161. Prohibited Political Activities

(a) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the Village of Dixmoor in connection with any prohibited political activity.

(b) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).

(c) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

(d) Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Article.

(e) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

Sec. 2-162. Gift Ban

Except as permitted by this Article, no officer or employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this Section.

Sec. 2-163. Exceptions

Sec. 2-162 is not applicable to the following:

(1) Opportunities, benefits, and services that are available on the same conditions as for the general public.

(2) Anything for which the officer or employee, or his or her spouse or immediate family member, pays the fair market value.

(3) Any (i) contribution that is lawfully made under the Election Code or (ii) activities associated with a fundraising event in support of a political organization or candidate.

(4) Educational materials and missions.

(5) Travel expenses for a meeting to discuss business.

(6) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.

(7) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.

(8) Food or refreshments not exceeding \$75 per person in value on a single calendar day, provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.

(9) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.

(10) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intragovernmental gift" means any gift given to an officer or employee from another officer or

employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.

(11) Bequests, inheritances, and other transfers at death.

(12) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the exceptions listed in this Section is mutually exclusive and independent of every other.

Sec. 2-164. Disposition of Gifts

An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Article if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501 (c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

Sec. 2-165. Ethics Advisor

The Village President, with the advice and consent of the Village Board of Trustees shall designate an Ethics Advisor for the Village of Dixmoor. The duties of the Ethics Advisor may be delegated to an officer or employee of the Village of Dixmoor unless the position has been created as an office by the Village of Dixmoor.

The Ethics Advisor shall provide guidance to the officers and employees of the Village of Dixmoor concerning the interpretation of and compliance with the provisions of this Article and State ethics laws. The Ethics Advisor shall perform such other duties as may be delegated by the Village President and Village Board of Trustees.

Sec. 2-166. Ethics Commission

(1) There is hereby created a commission to be known as the Ethics Commission of the Village of Dixmoor. The Commission shall be comprised of three members appointed by the Village President with the advice and consent of the Village Board of Trustees. Commissioners shall serve 2-year terms and any commissioner may be reappointed to serve a subsequent term. No person shall be appointed as a member of the Commission who is related, either by blood or by marriage up to the degree of first cousin, to any elected officer of the Village of Dixmoor.

(2) At the first meeting of the Commission, the commissioners shall choose a chairperson from their number. Meetings shall be held at the call of the chairperson or any 2 commissioners. A quorum

shall consist of two commissioners, and official action by the commission shall require the affirmative vote of two members.

(3) The Village President, with the advice and consent of the Village Board of Trustees, may remove a commissioner in case of incompetency, neglect of duty or malfeasance in office after service on the commissioner by certified mail, return receipt requested, of a copy of the written charges against the commissioner and after providing an opportunity to be heard in person or by counsel upon not less than 10 days' notice. Vacancies shall be filled in the same manner as original appointments.

Sec. 2-167. Powers and Duties of Ethics Commission

(1) To promulgate procedures and rules governing the performance of its duties and the exercise of its powers.

(2) Upon receipt of a signed, notarized, written complaint, to investigate, conduct hearings and deliberations, issue recommendations for disciplinary actions, impose fines in accordance with Section 2-168 and refer violations of Section 2-161 or Section 2-162 of this Article to the appropriate attorney for prosecution. The Commission shall, however, act only upon the receipt of a written complaint alleging a violation of this Article and not upon its own prerogative.

(3) To receive information from the public pertaining to its investigations and to require additional information and documents from persons who may have violated the provisions of this Article.

(4) To compel the attendance of witnesses and to compel the production of books and papers pertinent to an investigation.

(5) It is the obligation of all officers and employees of the Village of Dixmoor to cooperate with the Commission during the course of its investigations. Failure or refusal to cooperate with requests by the Commission shall constitute grounds for discipline or discharge. The powers and duties of the Commission are limited to matters clearly within the purview of this Article.

Sec. 2-168. Complaints

(a) Complaints alleging a violation of this Article shall be filed with the Ethics Commission.

(b) Within 3 business days after the receipt of a complaint, the Commission shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her and a copy of the complaint. The Commission shall send by certified mail, return receipt requested, a confirmation of the receipt of the complaint to the complainant within 3 business days after receipt by the commission. The notices to the respondent and the complainant shall also advise them of the date, time, and place of the meeting to determine the sufficiency of the complaint and to establish whether probable cause exists to proceed.

(c) Upon not less than 48 hours' public notice, the Commission shall meet to review the sufficiency of the complaint and, if the complaint is deemed sufficient to allege a violation of this Article, to determine whether there is probable cause, based on the evidence presented by the complainant, to proceed. The meeting may be closed to the public to the extent authorized by the Open Meetings Act. The Commission shall issue notice to the complainant and the respondent of the Commission's ruling on the sufficiency of the complaint and, if necessary, on probable cause to proceed within 7 business days after receiving the complaint.

If the complaint is deemed sufficient to allege a violation of Section 2-162 of this Article and there is a determination of probable cause, then the Commission's notice to the parties shall include a hearing date scheduled within four (4) weeks after the complaint's receipt. Alternatively, the Commission may elect to notify in writing the attorney designated by the corporate authorities to prosecute such actions and request that the complaint be adjudicated judicially. If the complaint is deemed not sufficient to allege a violation or if there is no determination of probable cause, then the Commission shall send by certified mail, return receipt requested, a notice to the parties of the decision to dismiss the complaint, and that notice shall be made public.

If the complaint is deemed sufficient to allege a violation of Section 2-161 of this Article, then the Commission shall notify in writing the attorney designated by the corporate authorities to prosecute such actions and shall transmit to the attorney the complaint and all additional documents in the custody of the Commission concerning the alleged violation.

(d) On the scheduled date and upon at least 48 hours' public notice of the meeting, the Commission shall conduct a hearing on the complaint and shall allow both parties the opportunity to present testimony and evidence. The hearing may be closed to the public only if authorized by the Open Meetings Act.

(e) Within 30 days after the date the hearing or any recessed hearing is concluded, the Commission shall either (i) dismiss the complaint or (ii) issue a recommendation for discipline to the alleged violator and to the Village President, or impose a fine upon the violator, or both. The particular findings in the case, any recommendation for discipline, and any fine imposed shall be a matter of public information.

(f) If the hearing was closed to the public, the respondent may file a written demand for a public hearing on the complaint within 7 business days after the issuance of the recommendation for discipline or imposition of a fine, or both. The filing of the demand shall stay the enforcement of the recommendation or fine. Within 14 days after receiving the demand, the Commission shall conduct a public hearing on the complaint upon at least 48 hours' public notice of the hearing and allow both parties the opportunity to present testimony and evidence. Within 7 days thereafter, the Commission shall publicly issue a final recommendation to the alleged violator and to the Village President or impose a fine upon the violator, or both.

(g) If a complaint is filed during the 60 days preceding the date of any election at which the respondent is a candidate, the Commission shall render its decision as required under subsection (e) within 7 days after the complaint is filed, and during the 7 days preceding that election, the Commission shall render such decision before the date of that election, if possible.

(h) The Commission may fine any person who intentionally violates any provision of Section 2-162 of this Article in an amount of not less than \$1,001 and not more than \$5,000. The Commission may fine any person who knowingly files a frivolous complaint alleging a violation of this Article in an amount of not less than \$1,001 and not more than \$5,000. The Commission may recommend any appropriate discipline up to and including discharge.

(i) A complaint alleging the violation of this Article must be filed within one year after the alleged violation.

Sec. 2-169. Penalties

(a) A person who intentionally violates any provision of Section 2-161 of this Article may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.

(b) A person who intentionally violates any provision of Section 2-162 of this Article is subject to a fine in an amount of not less than \$1,001 and not more than \$5,000.

(c) Any person who intentionally makes a false report alleging a violation of any provision of this Article to the local enforcement authorities, the State's Attorney or any other law enforcement official may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.

(d) A violation of Section 2-161 of this Article shall be prosecuted as a criminal offense by an attorney for the Village of Dixmoor by filing in the circuit court an information, or sworn complaint, charging such offense. The prosecution shall be under and conform to the rules of criminal procedure. Conviction shall require the establishment of the guilt of the defendant beyond a reasonable doubt.

A violation of Section 2-162 of this Article may be prosecuted as a quasi-criminal offense by an attorney for the Village of Dixmoor, or, if an Ethics Commission has been created, by the Commission through the designated administrative procedure.

(e) In addition to any other penalty that may be applicable, whether criminal or civil, an officer or employee who intentionally violates any provision of Section 2-161 or Section 2-162 of this Article is subject to discipline or discharge."

SECTION 2. That all ordinances, resolutions, motions or orders, or any parts thereof, in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. This Ordinance shall be in effect upon its passage, approval and publication as provided by law.

PASSED this 12th day of May 2004.

APPROVED:

Village President

Attest:

Juanita Sandoz
Village Clerk

ORDINANCE No. 04-140-25

AN ORDINANCE ADOPTING A PURCHASE OPTION AGREEMENT FOR VACANT PROPERTY BY AND BETWEEN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS AND ADA S. MCKINLEY COMMUNITY SERVICES, INC.

BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, that the Purchase Option Agreement by and between the Village of Dixmoor and ADA S. McKinley Community Services, Inc., is hereby approved substantially in the form presented to this meeting of the Village Board; and, that the Village President and Village Clerk are hereby authorized and directed to execute said Agreement and any other document necessary to implement the provisions thereof.

ADOPTED by the Village Board of the Village of Dixmoor, Cook County, Illinois, this 10th day of November 2004, by the following roll call vote:

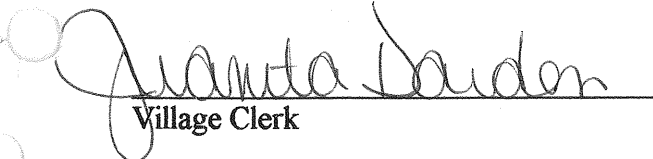
	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	X			X
Trustee Henry Murphy			X	
Trustee Jerry Smith	X			X
Trustee Robert Warren	X			X
Trustee Yolanda Williams-Corner	X			X
Mayor Martha Loggins				X

Total

APPROVED by the Village President of the Village of Dixmoor, Cook County, Illinois this 10th day of November 2004.


Village President

ATTEST:


Village Clerk

Assembly to work toward the implementation of the above-stated goals and begin a much needed dialogue on ways to reduce the over reliance on local property taxes to fund education; and,

BE IT FURTHER RESOLVED that the Village Clerk of the Village of Dixmoor forward copies of this Resolution to Governor Blagojevich, the President and Minority Leader of the Illinois Senate, the Speaker and Minority Leader of the Illinois House of Representatives and to the State Senator(s) and Representative(s) that represent the Village of Dixmoor.


BE IT FURTHER RESOLVED that the Village Clerk of the Village of Dixmoor forward a copy of this Resolution to the Metropolitan Mayors' Caucus, 177 North State Street, Suite 500, Chicago, Illinois 60601.

Passed this 16th day of November, 2004.

APPROVED:


Village President

Attest:


Village Clerk

ORDINANCE No. 04-MO-26

**AN ORDINANCE OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS
AUTHORIZING THE SALE OF SURPLUS REAL ESTATE OWNED BY THE
VILLAGE OF DIXMOOR TO HARRISON HOMES, INCORPORATED**

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, the Village of Dixmoor has published in a newspaper of general circulation numerous requests for proposals for the sale of surplus real properties within the Village, such real estate having been vacant and underutilized for several years and serving no use to the residents of the Village; and,

WHEREAS, the possession of numerous scattered vacant lots throughout the Village unnecessarily deprives the Village, township, county, local school districts and other taxing bodies from realizing real estate tax revenues and needlessly inhibits future growth and development while simultaneously creating areas of blight conducive to illegal dumping and the proliferation of criminal activities within the Village; and,

WHEREAS, Harrison Homes, Incorporated (hereinafter the "*Developer*") is a home builder who has previously built single-family homes in the Village and is now proposing the construction of several single family homes on vacant lots throughout the Village that are residentially zoned, said lots being identified and more fully described in Exhibit A, a copy of which is attached hereto and made a part hereof, (hereinafter the "*Subject Properties*"); and,

WHEREAS, the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Corporate Authorities*") upon presentation of said proposal by the Developer at previous meetings of the Corporate Authorities have determined that the contemplated type of residential construction will serve to improve the surrounding area and return underutilized property to the tax rolls; and,

WHEREAS, the Corporate Authorities have also determined that the Subject Properties are no longer necessary, appropriate, required for the use of, profitable to or serve any viable use to the Village and that sale of the Subject Properties will eliminate burdensome maintenance cost and generate needed tax and other revenues for the general fund of the Village; and,

WHEREAS, the Corporate Authorities believe it is in the best interest of the Village to convey the Subject Properties to the Developer for the purpose of constructing single-family homes on the condition that the developer be responsible for all cost associated with such a conveyance, including but not limited to the cost of title and any and all related closing costs, that the Developer expressly understands and agrees that the Subject Properties are being sold "*as is*" and that the Developer agrees to fully and completely indemnify the Village against any and all known or unknown environmental conditions or required remediation efforts on the Subject Properties.

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

Section 1. That the above recitals and findings are incorporated herein and made a part hereof.

Section 2. That the Village hereby agrees to convey to the Developer for and in consideration of fifty-seven thousand dollars (\$57,000.00), fee simple title to the Subject Properties legally described on Exhibit A.

Section 3. That the Real Estate Contract, a copy of which is attached hereto and made a part hereof, to convey the Subject Properties identified therein by and between the Village of Dixmoor, Seller, and Harrison Homes, Incorporated, Buyer, is hereby approved substantially in the form presented to this Board of Trustees with such necessary changes as may be approved by the Village President.

Section 4. That the Village President and Village Clerk are hereby authorized to execute said Contract and any other document necessary to implement the provisions thereof.

Section 5. That the Village President and Village Clerk are hereby authorized to execute any and all documents required in order to implement the Contract under the terms and conditions as stated therein.

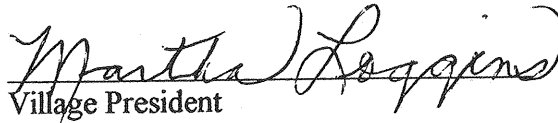
Section 6. That the village attorney is hereby authorized to negotiate and undertake any and all actions on the part of the Village as contained in said Contract to complete satisfaction of any and all conditions stated therein.

Section 7. That the village attorney is hereby authorized to settle all delinquent and outstanding real estate taxes on the Subject Properties in order to convey the Subject Properties in accordance with the Contract.

ADOPTED by the Village President and Village Board of Trustees of the Village of
Dixmoor, Cook County, Illinois, this 08th day of December 2004.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	X			X
Trustee Henry Murphy	X			X
Trustee Jerry Smith	X			X
Trustee Robert Warren	X			X
Trustee Yolanda Williams-Corner	X			X
Village President Martha Loggins				
Total	5			

APPROVED


Village President

ATTEST:

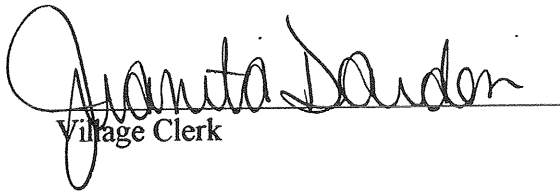

Village Clerk

EXHIBIT A

Permanent Index Numbers

Robey Avenue

29-06-418-041-0000

29-06-418-042-0000

Norris Street

29-07-114-012-0000

29-07-114-013-0000

29-07-114-014-0000

Lincoln Avenue

29-06-412-032-0000

Lincoln Avenue

29-07-201-028-0000

29-07-201-029-0000

Lincoln Avenue

29-07-202-001-0000

29-07-202-002-0000

29-07-202-011-0000

29-07-202-012-0000

Page Street

29-07-205-003-0000

29-07-205-004-0000

29-07-205-005-0000

29-07-205-008-0000

29-07-205-009-0000

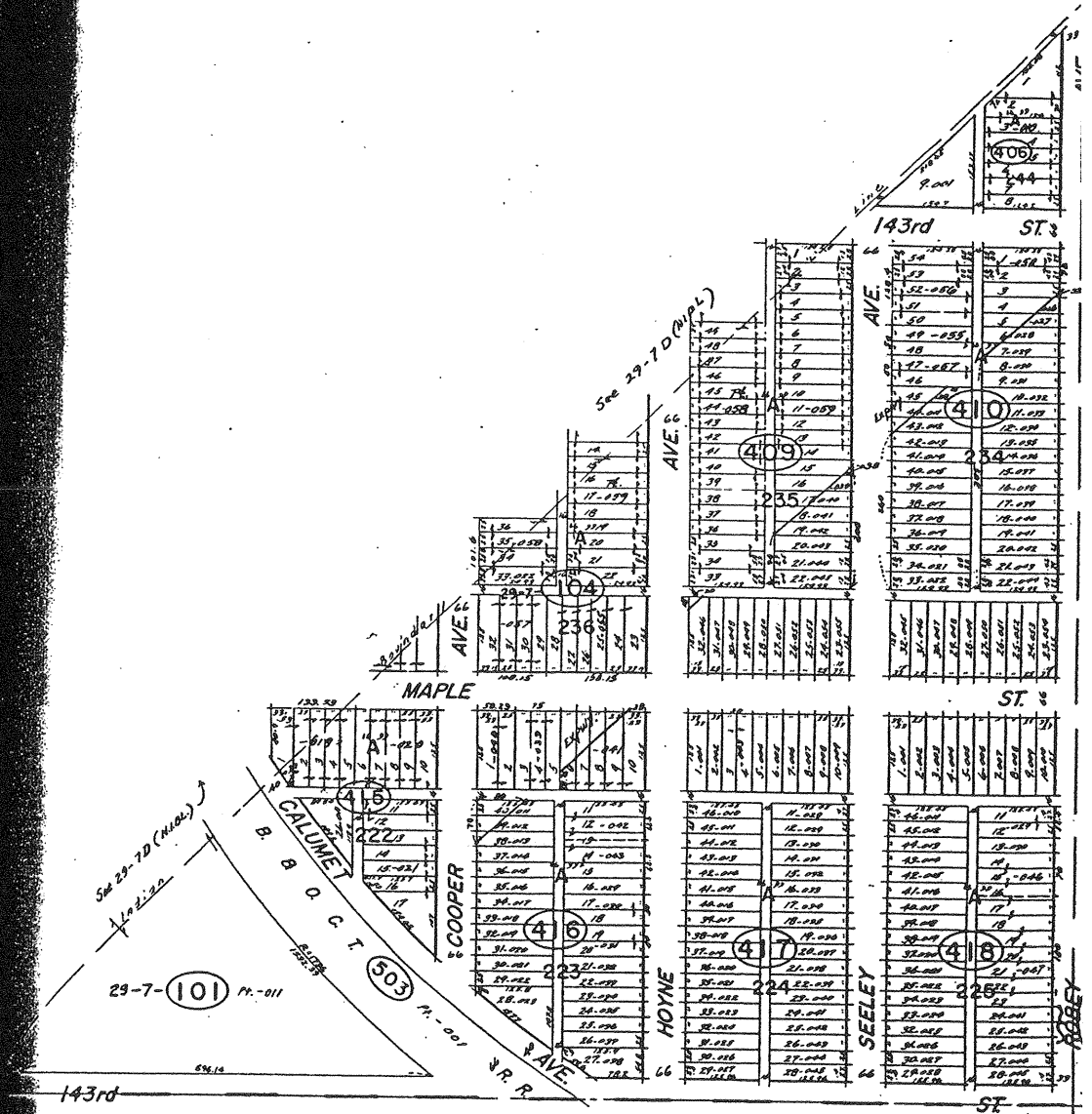
29-07-205-016-0000

29-07-205-017-0000

E. 1/2 S.W. 1/4 Sec. 6-36-14 S.1.B.L
THORNTON

36-14

"A"
HARVEY, a sub. of the S.W. 1/6 of
1/4 and the S.W. Front 1/6 of Sec
14, S. of the Indian Boundary Line
part of the N. Front 1/2 of the
Boundary Line of Sec. 7-36-14, N.
Chicago & Grand Trunk R.R. and
its Viewers Bond, Tax. Map 3,
Book 50, Page 7. Doc. 1701490.



"A"
REXFORD & DELANY'S ADD. TO HARVEY, being that part of the N. 1/2 of Sec. 7-36-14; N. of the Indian Boundary Line, lying S. W. 1/4 of the Chicago & Grand Trunk R.R. right of way, excepting beginning at the S.W. corner of the N. 1/2 of Sec. 7, thence E. 846.90 ft. to the Indian Boundary Line, thence N. E. 1/4 on the Indian Boundary Line 329.2 ft. to the center of Vincennes Road, thence N. W. 1/4 on the center of the road 816.76 ft., thence W. 1/4 by 489.3 ft. to the W. line of Sec. 7, thence E. 1236.98 ft. to place of beginning. Also the N.E. 1/4 of the N.E. 1/4 of Sec. 7-36-14 lying N. of the Indian Boundary Line and S.W. 1/4 of the Chicago & Grand Trunk R.R. right of way. Rec. June 21, 1893, Book 55, Page 33, Doc. 189084. Correction to the N.W. 1/4 of the N.W. 1/4 filed for rec. Apr. 29, 1893, Doc. 189473, Doc. 3417879.

"B"
ROBERTSON & YOUNG'S SUB. in that part of the N. 1/2 of Sec. 7-36-14, N. of the Indian Boundary Line of Sec. 7-36-14. Rec. Dec. 8, 1911. Doc. 4878196.

"C"
KOPPAL'S RESUB. of Lot 9 of Robertson & Young's Sub. (see "B"). Rec. Oct. 28, 1947, Doc. 3417879.

"D"
ELMORE'S POSEN MANOR SUB. of Lots 13, 14, & 15 in Robertson & Young's Sub. (see "B"). Doc. 3417879.

"E"
MICHALOWSKI'S SUB. of Lot 8 of Robertson & Young's Sub. (see "B"). Rec. Dec. 28, 1927, Doc. 988468.

"F"
SAMUEL PACZYKOWSKI'S SUB. of Lot 3 of Robertson & Young's Sub. (see "B"). Rec. Dec. 28, 1927, Doc. 988468.

"G"
HANS PEITZ ADD. TO POSEN in Sections 12-36-13 and 7-36-14. Rec. Mar. 6, 1911. Doc. 187828.

"H"
RESUB. of the N. 1/2 of Lot 4 in Robertson & Young's Sub. (see "B"). Rec. Jan. 7, 1937, Tor. Doc. 1738537.

"I"
RESUB. of Lots 14 & 17 of Rexford & Delany Add. to Harvey (see "A"). Rec. June 19, 1893, Book 55, Page 18.

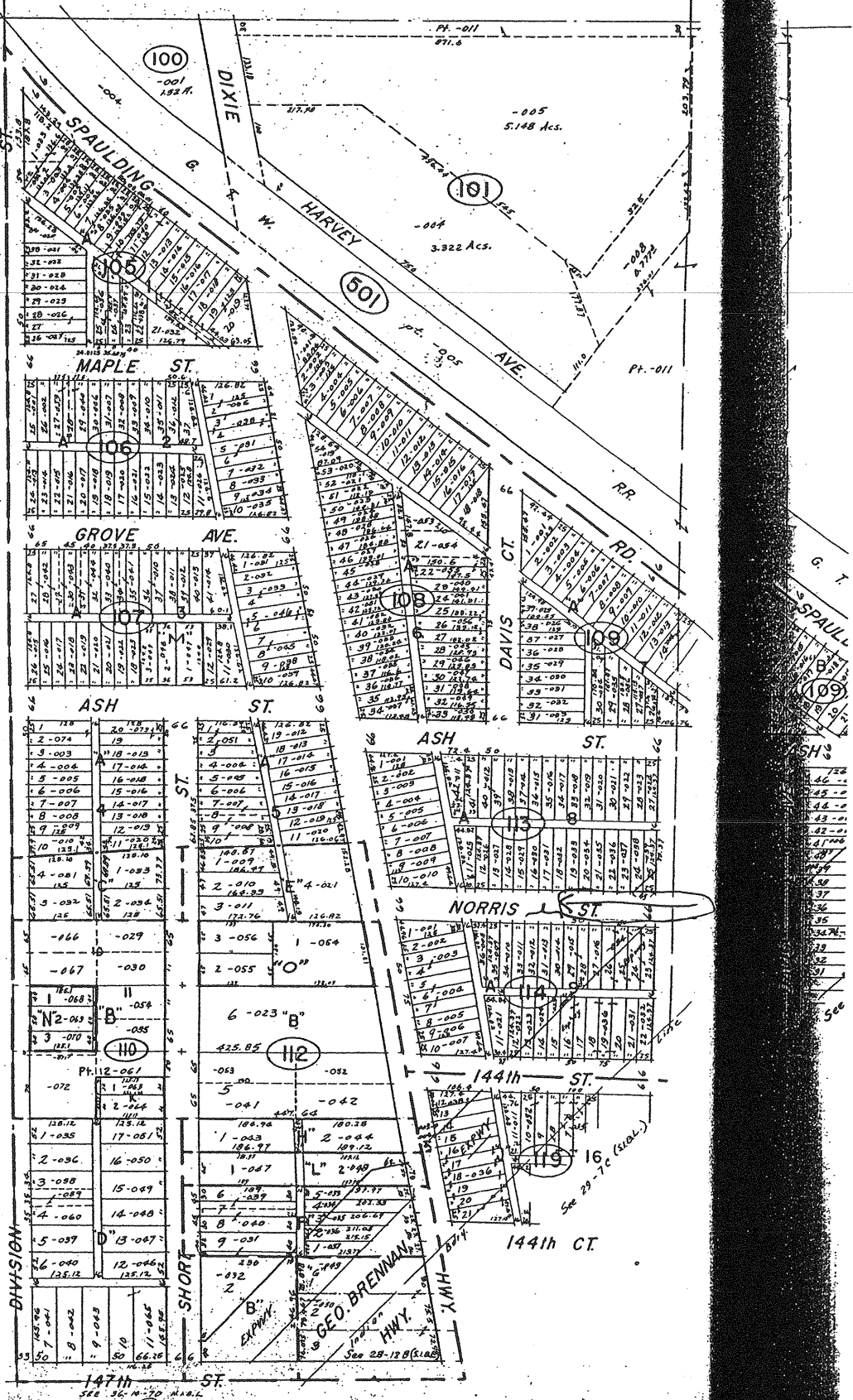
"J"
GULLIN'S RESUB. IN ROBERTSON & YOUNG'S SUB. (See "B"). Rec. Feb. 9, 1964. Doc. 10082291.

"K"
MITCHELL'S RESUB. of the S.W. 1/4 of Lot 4 in Robertson & Young's Sub. (See "B"). Rec. May 15, 1964. Doc. 10172100.

"L"
CZEPPEL'S RESUB. of Lots 13 to 17 in Block 3 in Rexford and Delany's Add. to Harvey (See "A"). Rec. Aug. 31, 1967. Doc. 20247674.

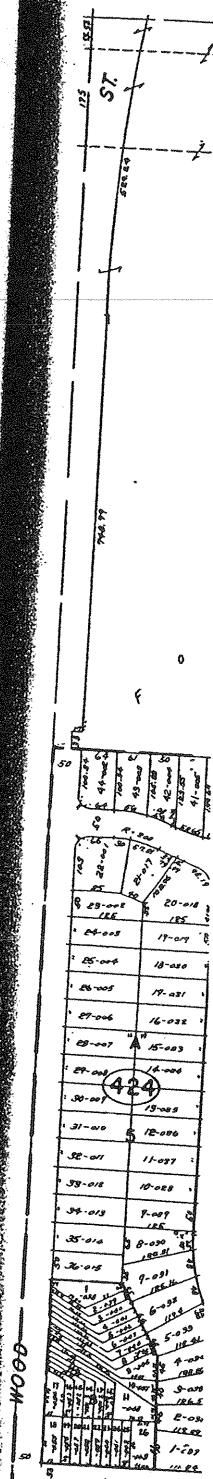
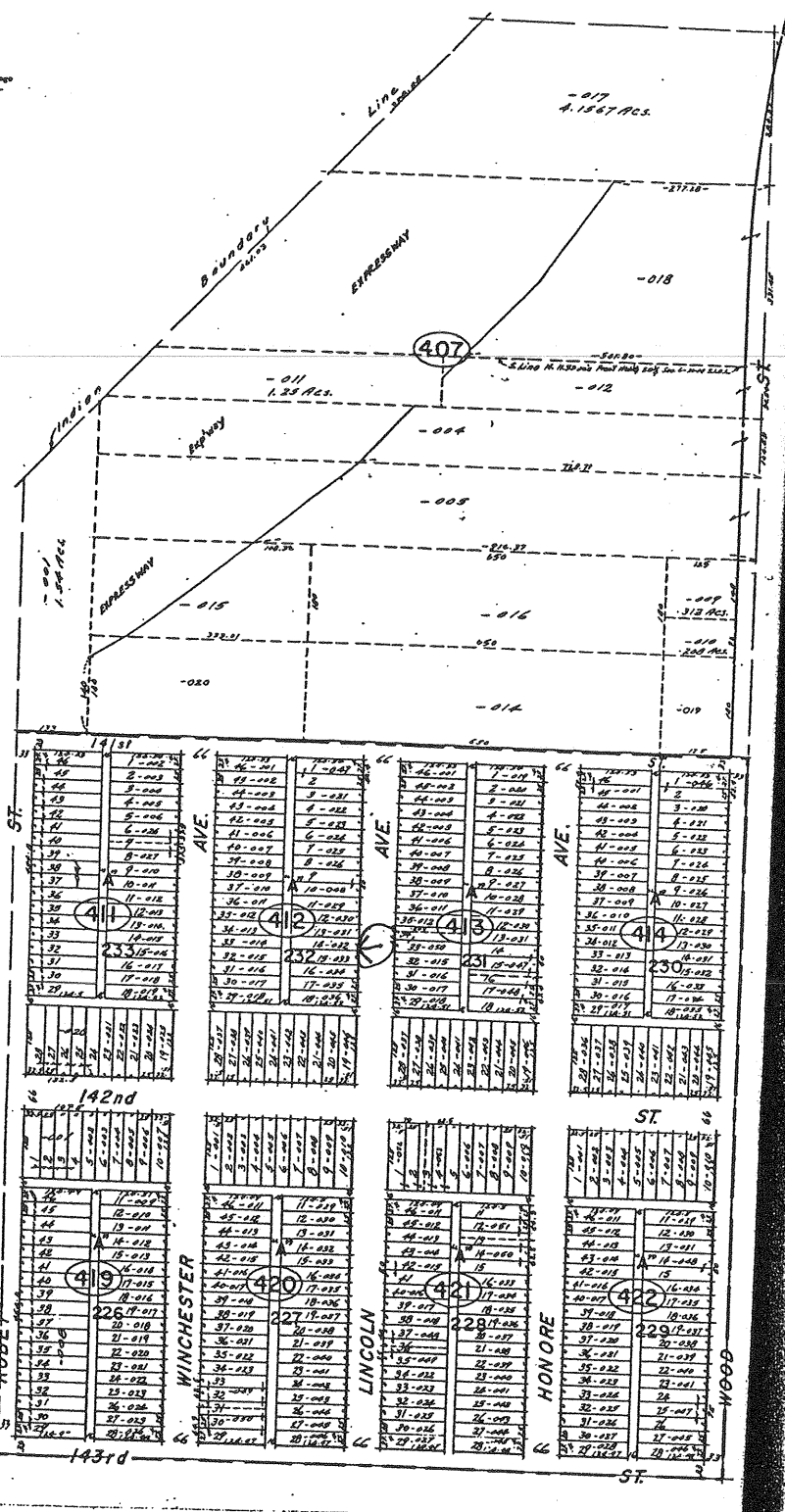
"M"
BHS' SUB. W. 1/2 of Lot 4 in Robertson & Young's Sub. (See "B"). Rec. Oct. 1, 1991. Doc. 0438982.

"N"
KRAZIK RESUB. NO. 1, of Lot 7 in Robertson & Young's Sub. (See "B"). Rec. Sep. 27, 1991. Doc. 91503780. C.C. Oct. 1, 1991. 91507004.



W. 1/2 S.E. 1/4 Sec. 6 - 36-14 S.I.B.L.
THORNTON

PA
A sub. of the S.W. 1/4 of the S.E. 1/4 and the S.W. 1/4 of the S.E. 1/4 of the Section 6, T. 14 S., R. 14 W., of the Indian Boundary Line, also that part of the S.W. 1/4 of the S.E. 1/4 of the Indian Boundary Line of the Chicago & Grand Trunk R.R. and E. of Chicago & Vincennes Road, May, Nov. 8, 1892, Book 16, Page 7, Tr. 174400.



36-14-7A

S.I.B.L.
29-7

W. 1/2 N.E. 1/4 Sec. 7-36-14 S.I.B.L.

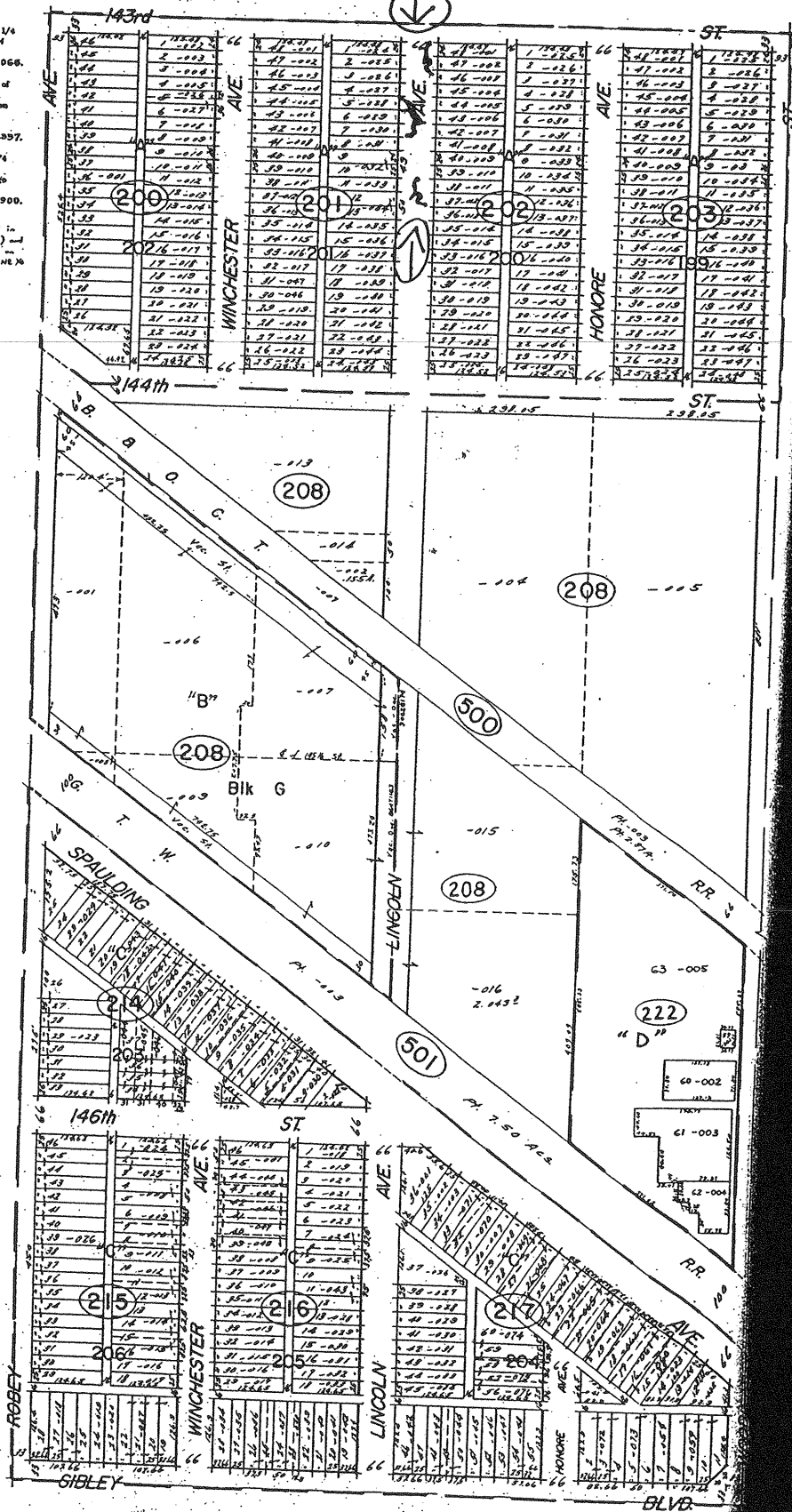
THORNTON

HARVEY, a sub. of the N.E. 1/4 of the N.W. 1/4 of the N.E. 1/4 of Sec. 7-36-14, lying S. of the Indian Boundary Line. Rec. June 14, 1899. Doc. 188-4066.

HARVEY, a sub. of that part of the W. 1/2 of the W. 1/2 of the N.E. 1/4 of Sec. 7-36-14, S. of the Indian Boundary Line lying between the Chicago & Grand Trunk R.R. and the Chicago Central & Chicago Terminal R.R. Rec. June 10, 1893. Doc. 1798357.

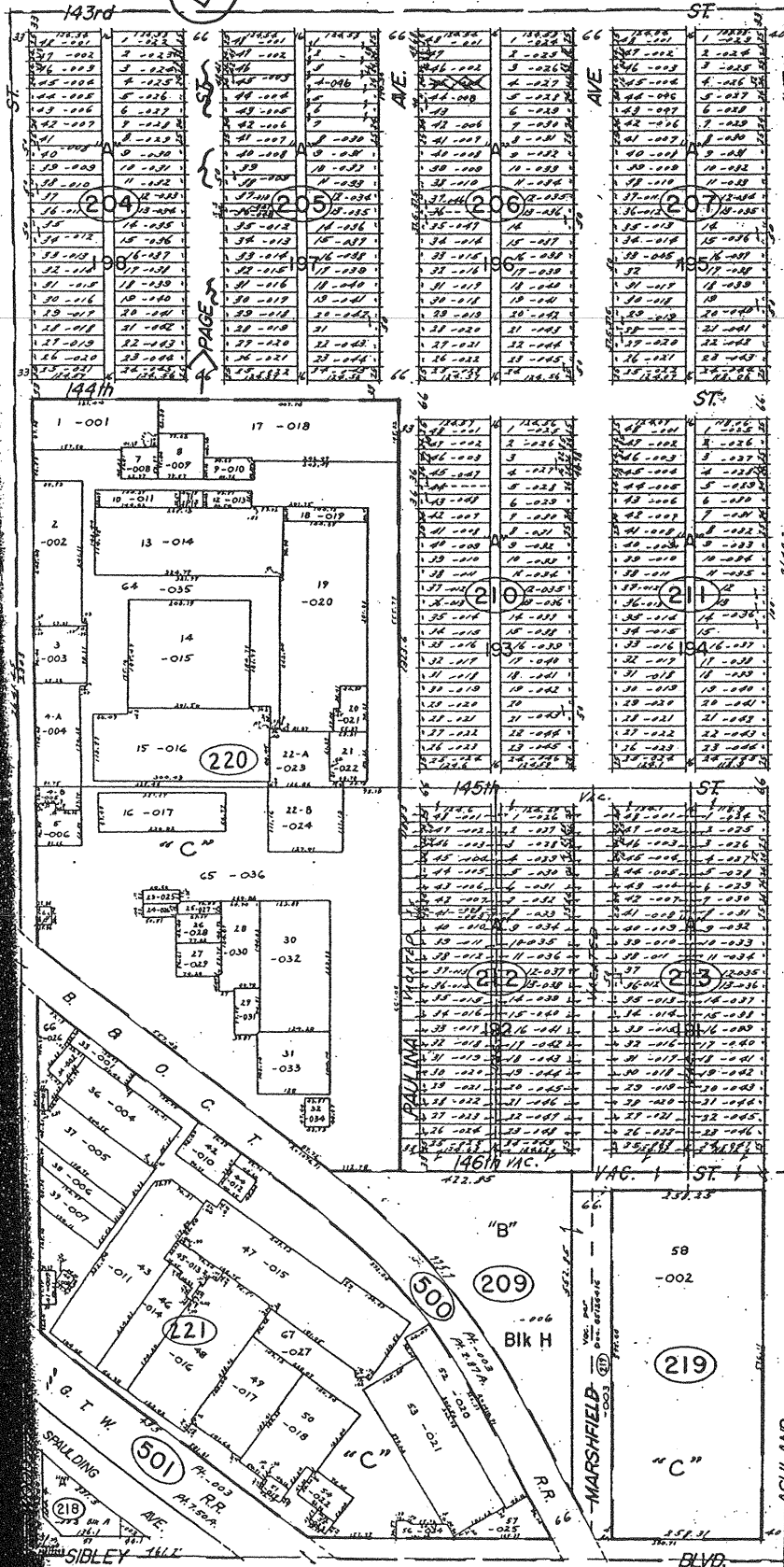
HARVEY, a sub. of that part of the S.W. 1/4 of the N.E. 1/4 of Sec. 7-36-14, S. of the Indian Boundary Line lying B. of the Chicago & Grand Trunk R.R. Rec. June 24, 1899. Doc. 1889900.

SIBLEY INDUSTRIAL PARK SUB. of Lot 1 in Sub. (Sec. "B" on May 27-7 S.I.B.L.) and of Blks. C, D, E, F in Harvey (Sec. "A" on May 27-7 S.I.B.L.) and of part of the NE 1/4 of Sec. 7-36-14 S.I.B.L. Rec. May 27, 1971. Doc. 9125365P



E. 1/2 N.E. 1/4 Sec. 7-36-14 S.I.B.L.
THORNTON

36-14-7B
S.I.B.L.
29-7



HARVEY, a sub. of the E. 1/2 of the N.E. 1/4 of Sec. 7-36-14, S. of the Indian Boundary Line. Rec. Oct. 8, 1891. Doc. 1847.
SUB. of Lot "B" in Harvey, a sub. of the E. 1/2 of the N.E. 1/4 (see "A"). Rec. July 15, 1893. Book 56, Page 32. Doc. 1902319.
SIBLEY INDUSTRIAL PARK SUB. of Lot 1 L. Sub. (See "B") and of Blk. C, D, E, F in Harvey (See "A") and of part of the NE 1/4 of Sec. 7-36-14 S.I.B.L. Rec. May 27, 1991. Doc. 2125367

REAL ESTATE CONTRACT
FORM APPROVED BY THE SOUTHWEST BAR ASSOCIATION
AND THE SOUTH SUBURBAN BAR ASSOCIATION



EXCEPTING HANDWRITTEN, UNDERLINED, OR BOLD ITALIC PROVISIONS, BUYER AND SELLER REPRESENT AND WARRANT TO EACH OTHER THAT NO ALTERATIONS HAVE BEEN MADE TO THIS CONTRACT FORM AS PUBLISHED BY THE BAR ASSOCIATIONS ABOVE.

SELLER: VILLAGE OF DIXMOOR (CHECK ONE)
 SINGLE-FAMILY
 MULTI-FAMILY (Attach Rider 8)
 TOWNHOUSE (Attach Riders 9, 9A)
 CONDOMINIUM (Attach Riders 9, 9A)
 With Without parking space
 VACANT LOTS (19)

ADDRESS: _____
 BUYER: HARRISON HOMES, INC. (CITY) (STATE) (ZIP)
 ADDRESS: P.O. BOX 713, TINLEY PARK, ILLINOIS 60477
 (CITY) (STATE) (ZIP)

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate on the terms and conditions herein set forth.
DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION (Either party may attach at any time hereafter)
VACANT PARCELS LOCATED ON ROBEY AVENUE, NORRIS STREET, LINCOLN AVENUE,
STREET ADDRESS: AND PAGE STREET, DIXMOOR, ILLINOIS PURSUANT TO EXHIBIT "A" ATTACHED HERETO
 (Include "Unit Number" if condominium or townhouse and garage/parking space number, if any) (CITY) (STATE) (ZIP)
PER SURVEY SEE EXHIBIT "A" ATTACHED

LOT SIZE: APPROXIMATELY X X FEET. PIN #

IMPROVED WITH _____ COUNTY COOK WITHIN VILLAGE/TOWN/CITY LIMITS OR UNINCORPORATED
 together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of deed; existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antenna, if any; water softener (except rental units), if any; all planted vegetation; ceiling fans, if any; automatic garage door system and all related remote hand-held units, if any; and specifically including the following items of personal property now on the premises:
N/A

PRICE AND TERMS:
 PURCHASE PRICE..... \$ 57,000.00
 EARNEST MONEY DEPOSIT..... \$ 1,000.00
 In the form of ~~cash~~ (personal check), (cashier's check) or (money order) ~~XXXXXXXXXXXXXXXXXX~~
 BALANCE DUE AT CLOSING..... \$ 56,000.00

FINANCING: (CHECK ONE) Conventional VA (Attach Rider 3) FHA (Attach Riders 3 and 4)
 This Contract is contingent upon Buyer securing within _____ days of acceptance hereof a written unconditional mortgage commitment on the real estate herein in the amount of \$ _____ or such lesser sum as Buyer accepts, with interest not to exceed _____% per year, to be amortized over _____ years, the combined origination and discount fees for such loan not to exceed _____%, plus loan processing fees, if any. Buyer shall make written application for such loan within seven (7) days from acceptance of Contract, shall cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event the Buyer is unable to secure such loan commitment, as provided herein, Buyer shall provide written notice of same to Seller or Seller's attorney and this Contract shall become null and void and all earnest money shall be returned to Buyer. Seller must allow reasonable inspection of the premises by Buyer's financing agent. Unless a contingent upon sale/closing provision is attached (Rider 1) and made part of this Contract, Buyer represents that his ability to obtain financing is not subject to the sale, closing, or rental of any other real estate. Buyer will be deemed to be in default if he obtains a loan commitment conditioned upon the sale, closing, or rental of other real estate, and fails to close this transaction as agreed.

CLOSING:
 Closing shall be on JANUARY 12, 20 05, at the office of Seller's designated title company, in the south or southwest suburban area.

POSSESSION: (Select one applicable option)
 Seller shall deliver possession to the buyer at closing. OR
 Seller shall deliver possession to Buyer within _____ days from date of closing. Seller agrees to pay Buyer for use and occupancy the sum of _____

\$ _____ per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance expenses during said period, and shall deliver possession of the real estate and personal property in the same condition as it is in on the date of closing. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the _____ day after closing the sum of \$ _____ per day until possession is delivered to the Buyer and Buyer shall, in addition to all other remedies, have the immediate right to commence any legal action or proceeding calculated to evict and remove the Seller from the premises. Seller agrees to waive all notices required by the Forcible Entry and Detainer Act or any other statute, and consents to an immediate judgment for possession.

Seller shall deposit the sum of \$ _____ in escrow with _____, as Escrowee, at the time of closing, and any monies due the Buyer for Seller's use and occupancy hereunder shall be paid to Buyer from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Buyer when Seller has vacated the premises and delivered the keys to the Buyer or the Escrowee. Escrow money shall be limited to delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy. In the event of any dispute regarding this "Possession" section, the prevailing party and Escrowee shall be reimbursed for all reasonable attorney's fees and court costs.

TITLE EVIDENCE:

Seller, at his expense, shall furnish not less than five (5) days prior to the closing date, a title commitment for an owners title insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the date hereof subject only to (a) the general exceptions contained in the title policy (except that, where the subject property qualifies as a single family residential unit, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth below; and c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which is caused by the Buyer, his agent, or his lending agency shall extend the time for delivery thereof by the Seller by such period of delay. If the title commitment discloses exceptions not provided for herein, the Seller shall have until closing to remove those exceptions or to acquire title insurance covering such unpermitted exceptions. If Seller fails to remove unpermitted exceptions or obtain additional insurance within the time stated herein, Buyer may elect to terminate this Contract and all monies paid by the Buyer shall be refunded to him.

DEED (CONVEYANCE, LIENS, ENCUMBRANCES):

Seller shall convey or cause to be conveyed to Buyer title to the premises by a recordable general warranty deed with release of homestead rights, or Trustee's deed if applicable, in joint tenancy, if more than one Buyer, or to Buyer's nominee, subject only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the premises as a residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and ordinances, use or occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances which conform to the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any; (f) party wall rights and agreements, if any; and (g) limitations and conditions imposed by the Illinois Condominium Property Act and condominium declaration, if applicable. Seller shall further provide an Affidavit of Title.

PRORATIONS:

The following items, if applicable, shall be prorated as of the date of closing: (a) general real estate taxes, including special service areas, if any; (b) rents and security deposits; c) interest on mortgage indebtedness assumed; (d) water taxes; and (e) homeowners and/or condominium/townhome association dues and assessments. Prorations of general taxes shall be on the basis of 105% of the last ascertainable (full year's) tax bill. If the amount of the last ascertainable tax bill reflects a homeowner, senior citizen, or other exemption, Seller has, will, or authorizes Buyer to, timely submit all necessary documentation to the Assessor's Office to preserve such exemption(s). Seller represents and warrants that there are no new improvements that were not fully assessed in the prior year's tax bill. If said bill is based on a partial assessment or on an unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties.

SURVEY:

~~Seller at his expense, except for condominiums, shall furnish to Buyer a current boundary survey (dated not more than six (6) months prior to the closing date) under certification by an Illinois licensed land surveyor showing the location of all improvements, easements and building lines. A "MORTGAGE INSPECTION" DOES NOT SATISFY THE SURVEY REQUIREMENT AS IT IS NOT A BOUNDARY SURVEY. The location of all improvements on the subject property shall be within the lot lines and not encroach upon any easements or building lines, and said survey shall show no encroachments from adjoining properties. In the event said survey discloses encroachments, such encroachments shall be insured by the title company for Buyer and Buyer's lender at Seller's expense.~~

COMMISSION:

~~Real estate broker's commission shall be paid in accordance with the terms of the listing agreements and Buyer representation agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's and Buyer's brokers are identified on page four (4) hereof.~~

ATTORNEY REVIEW:

Except for the purchase price, the attorneys for the parties may in good faith approve, disapprove, or make modifications to this contract within five (5) business days from the Contract Date (excluding Saturday, Sunday, and legal holidays). Notice of disapproval or modification shall be in writing, served upon the other party or his agent and, in the event of modification, shall state the specific terms to be modified and the proposed revisions. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT MODIFICATION, PURSUANT TO THIS PROVISION, SHALL CONSTITUTE A COUNTEROFFER.

CLEAN CONDITION:

~~Seller shall leave the premises in broom clean condition. All personal property not to be conveyed to Buyer and all refuse shall be removed from the premises at Seller's expense by the possession date.~~

PROPERTY INSPECTION CONTINGENCY:

~~Buyer shall have the right, for a period of five (5) business days following the date of acceptance of this Contract, to have a home inspection of the subject property and its improvements, and radon and mold testing, by a licensed inspection service of Buyer's choice at Buyer's cost. The home inspection shall cover ONLY the major components of the Premises: central heating system(s), central cooling system(s), interior plumbing system, electrical system, all mechanical systems, and structural components, consisting of roof, walls, windows, ceilings, floors and foundation. A MAJOR COMPONENT SHALL BE DEEMED TO BE IN OPERATING CONDITION IF IT PERFORMS THE FUNCTION FOR WHICH IT IS INTENDED, REGARDLESS OF AGE, AND DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY. Buyer shall hold harmless and indemnify Seller from and against any loss or damage caused by the acts or negligence of Buyer or any person performing such inspection. BUYER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY. The parties agree that repairs (defined herein to include repairs and radon and/or mold remediation) which do not exceed, in the aggregate \$500.00 to remedy, shall be considered minor deficiencies for the purpose of this paragraph and Buyer agrees to assume those repairs with no allowance from Seller. Buyer, within the five (5) business days after acceptance of Contract, shall have the right and option to serve written notice upon Seller, Seller's listing agent, or attorney of the above deficiencies disclosed by the inspection report when the cumulative cost of repairs exceeds the limitation set forth herein, and Buyer shall have the right to request repair of all such deficiencies. In the event Buyer makes a request for repair, Buyer shall set forth each specific deficiency and the corresponding requested repair thereof. Buyer shall immediately deliver a copy of the inspection report to Seller. Seller shall, within five (5) business days thereafter, notify Buyer that (i) Seller will repair such deficiencies; (ii) Seller will, at closing, credit the Buyer in an amount equal to the reasonable cost of the repair of such deficiencies; (iii) Seller proposes to negotiate the cost or obligation of correcting certain deficiencies; or (iv) Seller will neither repair nor provide a credit. In the event Seller selects option (iv), upon receipt of the Seller's notice Buyer shall, within two (2) business days thereafter, notify Seller of Buyer's election to either proceed with the transaction, waiving all home inspection repair requests, or declare the Contract null and void in which case all earnest money shall be promptly refunded to Buyer. If either party fails to timely respond, the other party shall have the option to declare the contract terminated. The parties hereto agree that the following items are accepted by Buyer "As Is", shall not be made a part of Buyer's request for repairs, and shall not be further negotiated:~~

~~IN THE ABSENCE OF WRITTEN NOTICE OF REQUEST FOR REPAIRS FROM BUYER WITHIN THE TIME SPECIFIED HEREIN THIS HOME INSPECTION CONTINGENCY SHALL BE DEEMED WAIVED BY THE BUYER AND NO LONGER A PART OF THIS REAL ESTATE CONTRACT.~~

WATER AND SEWER: (Select one applicable option)

The subject property is served by a city, municipal, or community water and sewage treatment system (well and septic test provision inapplicable).

OR

Well and Septic Test: The subject property is not served by a city, municipal, or community water and/or sewage treatment system. Seller, at his expense, prior to closing, shall obtain and deliver to Buyer a water test performed by or acceptable to the county in which the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date. If either of said written test reports indicate that the water is not potable, that the septic system is not in proper operating condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the necessary repairs, then this Contract, at the option of Buyer, shall become null and void, and all earnest money shall be refunded to Buyer.

FLOOD PLAIN:

Buyer shall have the option of declaring this contract null and void within five (5) days of receipt of any written notice or disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard area, which requires the Buyer to obtain flood insurance, or is in a wetland. This option shall not exist in the event such written notice or disclosure was provided in a Residential Real Property Disclosure Report executed by both Seller and Buyer prior to the Contract Date.

PERFORMANCE/DEFAULT/RELEASE OF EARNEST MONEY:

The earnest money and this Contract shall be held by SELLER'S ATTORNEY (Escrowee) for the benefit of the parties hereto, and applied to the purchase price at closing. In the event of a default by Seller or Buyer, the parties are free to pursue any legal remedies available at law or in equity. **THERE SHALL BE NO DISBURSEMENT OF EARNEST MONEY UNLESS ESCROWEE HAS BEEN PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND BUYER OR AN ORDER OF COURT.** Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit the funds with the Clerk of the Circuit Court by filing an action in the nature of an interpleader. Escrowee shall be reimbursed from the earnest money for court costs related to the filing of the interpleader action. Seller and Buyer hereby indemnify and hold Escrowee harmless from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or court order.

TERMITE INSPECTION:

~~Prior to closing, the Seller, at his expense, shall deliver to Buyer a written report from an inspection company certified to do termite inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no visible evidence that the premises are infested by active termites or other wood boring insects. Unless otherwise agreed between the parties, if the report discloses evidence of active infestation or structural damage, the Buyer shall have the option within five (5) business days of his receipt of the report to proceed with the purchase or to declare the Contract null and void. This provision shall not be applicable to condominiums or to newly constructed property having been occupied for less than one year following completion of construction.~~

GENERAL CONDITIONS AND STIPULATIONS:

(a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.

(b) Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation

proceeding, pending rezoning, or special assessment proceedings affecting the property.

c) Facsimile signatures to the Contract and Riders shall be binding as if they were original signatures. All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for such party. In the event the name and address of either party, and the party's attorney, are omitted from the contract or are illegible, written notice may be served upon such party's realtor, as their agent. Facsimile transmission of any offer, acceptance, notice, or rider herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance, so long as the sender retains transmittal confirmation. Notice to any one party of a multiple person party shall be sufficient service to all.

(d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between the Seller and Buyer, and there are no other agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.

(e) ~~If this transaction is a cash purchase (no mortgage is secured by Buyer) the parties shall each pay one-half of the title company escrow closing fee.~~

(f) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and assigns.

(g) This Contract is subject to the provisions of Public Act 89-111, known as the Residential Real Property Disclosure Act, the terms of which are expressly incorporated herein and made a part hereof. Seller represents that the information in the disclosure statement is accurate as of the Contract Date.

(h) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be enforced with such provision severed or as modified by such court.

(i) Prior to closing, Buyer shall have the right to enter into and make a final inspection of the premises to determine that the premises are in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract Date, the Seller shall restore the premises to the same condition as it was on the Contract Date, or as otherwise required by the terms of the Contract.

(j) Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party designated in the ordinance of the municipality imposing the tax.

(k) If Buyer has made reasonable good faith efforts to secure homeowners insurance for the property purchased herein and is unable to secure such insurance, Buyer shall have the option to terminate this contract.

(l) If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.

(m) If the Buyer or Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this Contract to indicate they are the beneficiaries of that trust, to guarantee their performance of this Contract, and to indicate that they hold the sole power of direction with regard to said trust.

(n) In the event the terms of any Riders attached hereto conflict with the terms of this Contract, the Rider terms shall control. In all other respects, the terms of this Contract shall remain in full force and effect. Excepting handwritten, underlined, or bold italic provisions, Buyer and Seller represent and warrant to each other that no alterations have been made to the text of this Contract or any Riders thereto, as published by the bar associations above. No other alterations of this contract form are permitted.

This Contract and Riders numbered "A" "B" _____, RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT and LEAD BASED PAINT DISCLOSURE, unless inapplicable, are attached hereto and incorporated herein, shall be executed by Buyer and Seller and one copy thereof delivered to Seller and one copy delivered to Buyer. THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF ANY TERMS ARE NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

BUYER(S): _____ SELLER(S): Martha Roggins

BUYER(S): _____ SELLER(S): _____

Date of Offer: _____ Date of Acceptance: _____
 (To be inserted only after the parties hereto have agreed to all the terms and conditions of this Contract and referred to herein as the "Contract Date").

IDENTITY OF BROKERS AND ATTORNEYS
 (Please complete when executing the Contract)

BUYER'S BROKER: NONE
 (Company)

Telephone: _____

Fax: _____

(Designated) or (Dual Agent): (Select one)

 (Agent's Name)

SELLER'S BROKER NONE
 (Company)

Telephone: _____

Fax: _____

(Designated) or (Dual Agent): (Select one)

 (Agent's Name)

BUYER'S ATTORNEY: DAVID L. ANDERS
 16860 S. OAK PARK, TINLEY PARK, IL 60477
 Address: _____

Telephone: (708) 532-7100

Fax: (708) 532-4315

SELLER'S ATTORNEY: JOSEPH P. MONTANA
 ONE S. WACKER DRIVE, #1990, CHICAGO, IL 60606
 Address: _____

Telephone: (312) 382-2113

Fax: (312) 382-2124

EXHIBIT A

Permanent Index Numbers

Robey Avenue

29-06-418-041-0000
29-06-418-042-0000

Norris Street

29-07-114-012-0000
29-07-114-013-0000
29-07-114-014-0000

Lincoln Avenue

29-07-201-028-0000
29-07-201-029-0000
29-06-412-032-0000

Lincoln Avenue

29-07-202-001-0000
29-07-202-002-0000
29-07-202-011-0000
29-07-202-012-0000

Page Street

29-07-205-003-0000
29-07-205-004-0000
29-07-205-005-0000
29-07-205-008-0000
29-07-205-009-0000
29-07-205-016-0000
29-07-205-017-0000

EXHIBIT "B"

BUYER AGREES TO BE RESPONSIBLE FOR THE PAYMENT OF ALL TITLE INSURANCE COSTS INCURRED IN THIS TRANSACTION.

SELLER SHALL PAY ALL OUTSTANDING REAL ESTATE TAXES DUE AND PAYABLE ON OR BEFORE CLOSING.

BUYER IS PURCHASING THIS PROPERTY "AS IS". SELLER HAS MADE NO REPRESENTATION AS TO THE STATUS OR CONDITION OF THE PROPERTY. BUYER AGREES TO INDEMNIFY AND HOLD SELLER, ITS OFFICERS AGENTS AND/OR EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS OR EXPENSES RESULTING FROM ANY DEBRIS, ENVIRONMENTAL DAMAGE OR CONTAMINATION IN, ON OR UPON THE PROPERTY.

Dated: _____

Dated: _____

HARRISON HOMES, INC.

VILLAGE OF DIXMOOR

Martha Roggens

ORDINANCE No. 04-140-27

**AN ORDINANCE OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS
AUTHORIZING THE SALE OF SURPLUS REAL ESTATE OWNED BY THE
VILLAGE OF DIXMOOR TO TERRY SULLIVAN**

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, the Village of Dixmoor has published in a newspaper of general circulation numerous requests for proposals for the sale of surplus real properties within the Village, such real estate having been vacant and underutilized for several years and serving no use to the residents of the Village; and,

WHEREAS, the possession of numerous scattered vacant lots throughout the Village unnecessarily deprives the Village, township, county, local school districts and other taxing bodies from realizing real estate tax revenues and needlessly inhibits future growth and development while simultaneously creating areas of blight conducive to illegal dumping and the proliferation of criminal activities within the Village; and,

WHEREAS, Terry Sullivan (hereinafter the "*Developer*") is a home builder who has previously built single-family homes in the Village and is now proposing the construction of a single family home on a vacant lot in the Village that is residentially zoned, said lot being identified and more fully described in Exhibit A, a copy of which is attached hereto and made a part hereof, (hereinafter the "*Subject Property*"); and,

WHEREAS, the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Corporate Authorities*") upon presentation of said proposal by the Developer at previous meetings of the Corporate Authorities have determined that the contemplated type of residential construction will serve to improve the surrounding area and return underutilized property to the tax rolls; and,

WHEREAS, the Corporate Authorities have also determined that the Subject Property is no longer necessary, appropriate, required for the use of, profitable to or serve any viable use to the Village and that sale of the Subject Property will eliminate burdensome maintenance cost and generate needed tax and other revenues for the general fund of the Village; and,

WHEREAS, the Corporate Authorities believe it is in the best interest of the Village to convey the Subject Property to the Developer for the purpose of constructing a single-family home on the condition that the developer be responsible for all cost associated with such a conveyance, including but not limited to the cost of title and any and all related closing costs, that the Developer expressly understands and agrees that the Subject Property is being sold "*as is*" and that the Developer agrees to fully and completely indemnify the Village against any and all known or unknown environmental conditions or required remediation efforts on the Subject Property.

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

Section 1. That the above recitals and findings are incorporated herein and made a part hereof.

- Section 2.* That the Village hereby agrees to convey to the Developer for and in consideration of six thousand dollars (\$6,000.00), fee simple title to the Subject Property legally described on Exhibit A.
- Section 3.* That the Real Estate Contract, a copy of which is attached hereto and made a part hereof, to convey the Subject Property identified therein by and between the Village of Dixmoor, Seller, and Terry Sullivan, Buyer, is hereby approved substantially in the form presented to this Board of Trustees with such necessary changes as may be approved by the Village President.
- Section 4.* That the Village President and Village Clerk are hereby authorized to execute said Contract and any other document necessary to implement the provisions thereof.
- Section 5.* That the Village President and Village Clerk are hereby authorized to execute any and all documents required in order to implement the Contract under the terms and conditions as stated therein.
- Section 6.* That the village attorney is hereby authorized to negotiate and undertake any and all actions on the part of the Village as contained in said Contract to complete satisfaction of any and all conditions stated therein.
- Section 7.* That the village attorney is hereby authorized to settle all delinquent and outstanding real estate taxes on the Subject Property in order to convey the Subject Property in accordance with the Contract.

ADOPTED by the Village President and Village Board of Trustees of the Village of
Dixmoor, Cook County, Illinois, this 08th day of December 2004.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	X			X
Trustee Henry Murphy	X			X
Trustee Jerry Smith	X			X
Trustee Robert Warren	X			X
Trustee Yolanda Williams-Corner	X			X
Village President Martha Loggins				
Total	5			

APPROVED

Martha Loggins
Village President

ATTEST:

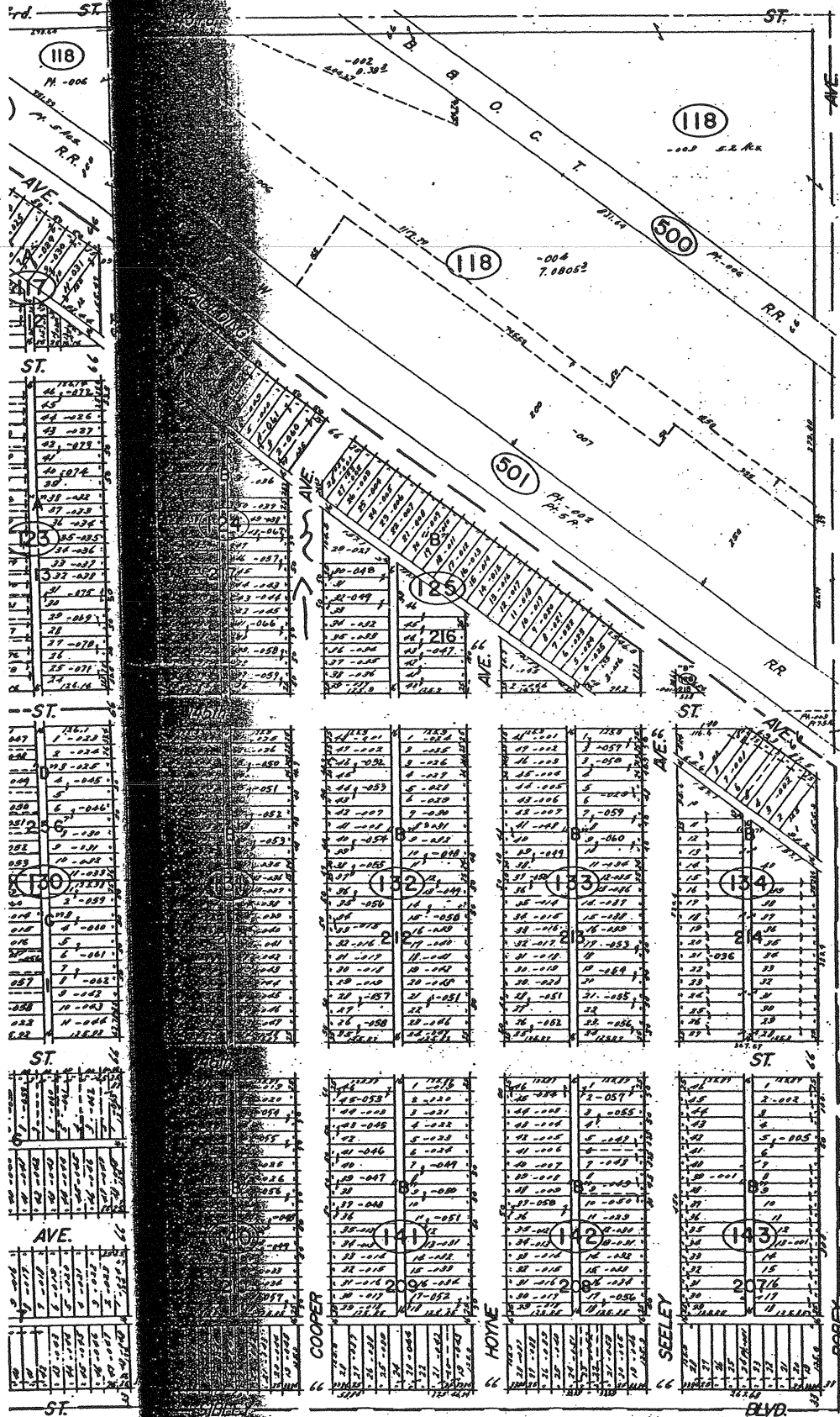
Janita Darden
Village Clerk

B.L.

E. 1/2 N.W. 1/4 Sec. 7 - 36-14 S.I.B.L. THORNTON

36-14-7 D

S.I.B.L.
29-7



VACATION OF Certain A.M. to South Line, being all lots, pieces, and parcels of land in Sub. of the S. 1/4 of the N. E. 1/4 of the N. W. 1/4 and the S. E. 1/4 of the N. W. 1/4 and the N. E. 1/4 of the S. W. 1/4 also in Sub. of the W. 1/2 of the N. E. 1/4 and the N. W. 1/4 of the S. E. 1/4, all of Sec. 7-36-14, S. of the Indian Boundary Line by Caroline Hill, Dec. 20, 1858. Book 1258, Page 342.

HARVEY, a sub. of part of the S. 1/2 of the N. W. 1/4 of Sec. 7-36-14, S. of the Indian Boundary Line and S. of the Chicago & Grand Trunk R.R. Dec. 24, 1858. Book 1258, Page 31.

REAL ESTATE CONTRACT
FORM APPROVED BY THE SOUTHWEST BAR ASSOCIATION
AND THE SOUTH SUBURBAN BAR ASSOCIATION



EXCEPTING HANDWRITTEN, UNDERLINED, OR BOLD ITALIC PROVISIONS, BUYER AND SELLER REPRESENT AND WARRANT TO EACH OTHER THAT NO ALTERATIONS HAVE BEEN MADE TO THIS CONTRACT FORM AS PUBLISHED BY THE BAR ASSOCIATIONS ABOVE.

SELLER: VILLAGE OF DIXMOOR (CHECK ONE)
 SINGLE-FAMILY
 ADDRESS: _____
 MULTI-FAMILY (Attach Rider 8)
 BUYER: TERRY SULLIVAN (CITY) (STATE) (ZIP)
 TOWNHOUSE (Attach Riders 9, 9A)
 ADDRESS: 17936 SPRINGMEADOW, MOKENA, ILLINOIS 60448
 CONDOMINIUM (Attach Riders 9, 9A)
 (CITY) (STATE) (ZIP) With Without parking space
 VACANT LOT

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate on the terms and conditions herein set forth.
 DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION (Either party may attach at any time hereafter)

STREET ADDRESS: VACANT LOT 29, COOPER AVENUE, DIXMOOR, ILLINOIS
 (Include "Unit Number" if condominium or townhouse and garage/parking space number, if any) (CITY) (STATE) (ZIP)
 PER SURVEY

LOT SIZE: APPROXIMATELY _____ X _____ X _____ FEET. PIN# 29 - 07 - 125 - 027 - 0000

IMPROVED WITH N/A COUNTY COOK WITHIN VILLAGE/TOWN/CITY LIMITS OR UNINCORPORATED
 together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of deed; existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antenna, if any; water softener (except rental units), if any; all planted vegetation; ceiling fans, if any; automatic garage door system and all related remote hand-held units, if any; and specifically including the following items of personal property now on the premises:
N/A

PRICE AND TERMS:

PURCHASE PRICE..... \$ 6,000.00
 EARNEST MONEY DEPOSIT..... \$ 500.00
 In the form of cash (personal check), (cashier's check), (certified check), (money order), (credit card), (debit card), (wire transfer), (other)..... \$ -0-
 BALANCE DUE AT CLOSING..... \$ 5,500.00

FINANCING: (CHECK ONE) Conventional VA (Attach Rider 3) FHA (Attach Riders 3 and 4)
 This Contract is contingent upon Buyer securing within _____ days of acceptance hereof a written unconditional mortgage commitment on the real estate herein in the amount of \$ _____ or such lesser sum as Buyer accepts, with interest not to exceed _____ % per year, to be amortized over _____ years, the combined origination and discount fees for such loan not to exceed _____ %, plus loan processing fees, if any. Buyer shall make written application for such loan within ~~seven (7)~~ seven (7) days from acceptance of Contract, shall cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event the Buyer is unable to secure such loan commitment, as provided herein, Buyer shall provide written notice of same to Seller or Seller's attorney and this Contract shall become null and void and all earnest money shall be returned to Buyer. Seller must allow reasonable inspection of the premises by Buyer's financing agent. Unless a contingent upon sale/closing provision is attached (Rider 1) and made part of this Contract, Buyer represents that his ability to obtain financing is not subject to the sale, closing, or rental of any other real estate. Buyer will be deemed to be in default if he obtains a loan commitment ~~conditioned upon the sale, closing, or rental of other real estate, and fails to close this transaction as agreed.~~

CLOSING:
 Closing shall be on JANUARY 12, 20 05, at the office of Seller's designated title company, in the south or southwest suburban area.

POSSESSION: (Select one applicable option)
 Seller shall deliver possession to the buyer at closing, OR
 Seller shall deliver possession to Buyer within _____ days from date of closing. Seller agrees to pay Buyer for use and occupancy the sum of _____

\$ _____ per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance expenses during said period, and shall deliver possession of the real estate and personal property in the same condition as it is in on the date of closing. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the _____ day after closing the sum of \$ _____ per day until possession is delivered to the Buyer and Buyer shall, in addition to all other remedies, have the immediate right to commence any legal action or proceeding calculated to evict and remove the Seller from the premises. Seller agrees to waive all notices required by the Forcible Entry and Detainer Act or any other statute, and consents to an immediate judgment for possession.

Seller shall deposit the sum of \$ _____ in escrow with _____, as Escrowee, at the time of closing, and any monies due the Buyer for Seller's use and occupancy hereunder shall be paid to Buyer from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Buyer when Seller has vacated the premises and delivered the keys to the Buyer or the Escrowee. Escrow money shall be limited to delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy. In the event of any dispute regarding this "Possession" section, the prevailing party and Escrowee shall be reimbursed for all reasonable attorney's fees and court costs.

TITLE EVIDENCE:

Seller, at his expense, shall furnish not less than five (5) days prior to the closing date, a title commitment for an owners title insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the date hereof subject only to (a) the general exceptions contained in the title policy (except that, where the subject property qualifies as a single family residential unit, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth below; and c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which is caused by the Buyer, his agent, or his lending agency shall extend the time for delivery thereof by the Seller by such period of delay. If the title commitment discloses exceptions not provided for herein, the Seller shall have until closing to remove those exceptions or to acquire title insurance covering such unpermitted exceptions. If Seller fails to remove unpermitted exceptions or obtain additional insurance within the time stated herein, Buyer may elect to terminate this Contract and all monies paid by the Buyer shall be refunded to him.

DEED (CONVEYANCE, LIENS, ENCUMBRANCES):

Seller shall convey or cause to be conveyed to Buyer title to the premises by a recordable general warranty deed with release of homestead rights, or Trustee's deed if applicable, in joint tenancy, if more than one Buyer, or to Buyer's nominee, subject only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the premises as a residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and ordinances, use or occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances which conform to the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any; (f) party wall rights and agreements, if any; and (g) limitations and conditions imposed by the Illinois Condominium Property Act and condominium declaration, if applicable. Seller shall further provide an Affidavit of Title.

PRORATIONS:

The following items, if applicable, shall be prorated as of the date of closing: (a) general real estate taxes, including special service areas, if any; (b) rents and security deposits; c) interest on mortgage indebtedness assumed; (d) water taxes; and (e) homeowners and/or condominium/townhome association dues and assessments. Prorations of general taxes shall be on the basis of 105% of the last ascertainable (full year's) tax bill. If the amount of the last ascertainable tax bill reflects a homeowner, senior citizen, or other exemption, Seller has, will, or authorizes Buyer to, timely submit all necessary documentation to the Assessor's Office to preserve such exemption(s). Seller represents and warrants that there are no new improvements that were not fully assessed in the prior year's tax bill. If said bill is based on a partial assessment or on an unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties.

SURVEY:

~~Seller at his expense, except for condominiums, shall furnish to Buyer a current boundary survey (dated not more than six (6) months prior to the closing date) under certification by an Illinois licensed land surveyor showing the location of all improvements, easements and building lines. A "MORTGAGE INSPECTION" DOES NOT SATISFY THE SURVEY REQUIREMENT AS IT IS NOT A BOUNDARY SURVEY. The location of all improvements on the subject property shall be within the lot lines and not encroach upon any easements or building lines, and said survey shall show no encroachments from adjoining properties. In the event said survey discloses encroachments, such encroachments shall be insured by the title company for Buyer and Buyer's lender at Seller's expense.~~

COMMISSION:

~~Real estate broker's commission shall be paid in accordance with the terms of the listing agreements and Buyer representation agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's and Buyer's brokers are identified on page four (4) hereof.~~

ATTORNEY REVIEW:

Except for the purchase price, the attorneys for the parties may in good faith approve, disapprove, or make modifications to this contract within five (5) business days from the Contract Date (excluding Saturday, Sunday, and legal holidays). Notice of disapproval or modification shall be in writing, served upon the other party or his agent and, in the event of modification, shall state the specific terms to be modified and the proposed revisions. **IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT MODIFICATION, PURSUANT TO THIS PROVISION, SHALL CONSTITUTE A COUNTEROFFER.**

CLEAN CONDITION:

Seller shall leave the premises in broom clean condition. All personal property not to be conveyed to Buyer and all refuse shall be removed from the premises at Seller's expense by the possession date.

PROPERTY INSPECTION CONTINGENCY:

~~Buyer shall have the right, for a period of five (5) business days following the date of acceptance of this Contract, to have a home inspection of the subject property and its improvements, and radon and mold testing, by a licensed inspection service of Buyer's choice at Buyer's cost. The home inspection shall cover ONLY the major components of the Premises: central heating system(s), central cooling system(s), interior plumbing system, electrical system, all mechanical systems, and structural components, consisting of roof, walls, windows, ceilings, floors and foundation. A MAJOR COMPONENT SHALL BE DEEMED TO BE IN OPERATING CONDITION IF IT PERFORMS THE FUNCTION FOR WHICH IT IS INTENDED, REGARDLESS OF AGE, AND DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY. Buyer shall hold harmless and indemnify Seller from and against any loss or damage caused by the acts or negligence of Buyer or any person performing such inspection. BUYER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY. The parties agree that repairs (defined herein to include repairs and radon and/or mold remediation) which do not exceed, in the aggregate \$500.00 to remedy, shall be considered minor deficiencies for the purpose of this paragraph and Buyer agrees to assume those repairs with no allowance from Seller. Buyer, within the five (5) business days after acceptance of Contract, shall have the right and option to serve written notice upon Seller, Seller's listing agent, or attorney of the above deficiencies disclosed by the inspection report when the cumulative cost of repairs exceeds the limitation set forth herein, and Buyer shall have the right to request repair of all such deficiencies. In the event Buyer makes a request for repair, Buyer shall set forth each specific deficiency and the corresponding requested repair thereof. Buyer shall immediately deliver a copy of the inspection report to Seller. Seller shall, within five (5) business days thereafter, notify Buyer that (i) Seller will repair such deficiencies; (ii) Seller will, at closing, credit the Buyer in an amount equal to the reasonable cost of the repair of such deficiencies; (iii) Seller proposes to negotiate the cost or obligation of correcting certain deficiencies; or (iv) Seller will neither repair nor provide a credit. In the event Seller selects option (iv), upon receipt of the Seller's notice Buyer shall, within two (2) business days thereafter, notify Seller of Buyer's election to either proceed with the transaction, waiving all home inspection repair requests, or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Buyer. If either party fails to timely respond, the other party shall have the option to declare the contract terminated. The parties hereto agree that the following items are accepted by Buyer "As Is", shall not be made a part of Buyer's request for repairs, and shall not be further negotiated:~~

~~IN THE ABSENCE OF WRITTEN NOTICE OF REQUEST FOR REPAIRS FROM BUYER WITHIN THE TIME SPECIFIED HEREIN THIS HOME INSPECTION CONTINGENCY SHALL BE DEEMED WAIVED BY THE BUYER AND NO LONGER A PART OF THIS REAL ESTATE CONTRACT.~~

WATER AND SEWER: (Select one applicable option)

The subject property is served by a city, municipal, or community water and sewage treatment system (well and septic test provision inapplicable).
OR

Well and Septic Test: The subject property is not served by a city, municipal, or community water and/or sewage treatment system. Seller, at his expense, prior to closing, shall obtain and deliver to Buyer a water test performed by or acceptable to the county in which the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date. If either of said written test reports indicate that the water is not potable, that the septic system is not in proper operating condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the necessary repairs, then this Contract, at the option of Buyer, shall become null and void, and all earnest money shall be refunded to Buyer.

FLOOD PLAIN:

Buyer shall have the option of declaring this contract null and void within five (5) days of receipt of any written notice or disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard area, which requires the Buyer to obtain flood insurance, or is in a wetland. This option shall not exist in the event such written notice or disclosure was provided in a Residential Real Property Disclosure Report executed by both Seller and Buyer prior to the Contract Date.

PERFORMANCE/DEFAULT/RELEASE OF EARNEST MONEY:

The earnest money and this Contract shall be held by SELLER'S ATTORNEY (Escrowee) for the benefit of the parties hereto, and applied to the purchase price at closing. In the event of a default by Seller or Buyer, the parties are free to pursue any legal remedies available at law or in equity. **THERE SHALL BE NO DISBURSEMENT OF EARNEST MONEY UNLESS ESCROWEE HAS BEEN PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND BUYER OR AN ORDER OF COURT.** Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit the funds with the Clerk of the Circuit Court by filing an action in the nature of an interpleader. Escrowee shall be reimbursed from the earnest money for court costs related to the filing of the interpleader action. Seller and Buyer hereby indemnify and hold Escrowee harmless from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or court order.

TERMITE INSPECTION:

~~Prior to closing, the Seller, at his expense, shall deliver to Buyer a written report from an inspection company certified to do termite inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no visible evidence that the premises are infested by active termites or other wood boring insects. Unless otherwise agreed between the parties, if the report discloses evidence of active infestation or structural damage, the Buyer shall have the option within five (5) business days of his receipt of the report to proceed with the purchase or to declare the Contract null and void. This provision shall not be applicable to condominiums or to newly constructed property having been occupied for less than one year following completion of construction.~~

GENERAL CONDITIONS AND STIPULATIONS:

- (a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.
- (b) Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation

EXHIBIT "A"

BUYER AGREES TO BE RESPONSIBLE FOR THE PAYMENT OF ALL TITLE INSURANCE COSTS INCURRED IN THIS TRANSACTION.

SELLER SHALL PAY ALL OUTSTANDING REAL ESTATE TAXES DUE AND PAYABLE ON OR BEFORE CLOSING.

BUYER IS PURCHASING THIS PROPERTY "AS IS". SELLER HAS MADE NO REPRESENTATION AS TO THE STATUS OR CONDITION OF THE PROPERTY. BUYER AGREES TO INDEMNIFY AND HOLD SELLER, ITS OFFICERS AGENTS AND/OR EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS OR EXPENSES RESULTING FROM ANY DEBRIS, ENVIRONMENTAL DAMAGE OR CONTAMINATION IN, ON OR UPON THE PROPERTY.

Dated: _____

TERRY SULLIVAN

Dated: _____

VILLAGE OF DIXMOOR

Martha Loggins

ORDINANCE No. 04-10-28

**AN ORDINANCE APPROVING A CONTRACT TO PURCHASE POLICE VEHICLES
IN ANNUAL INSTALLMENTS BY AND BETWEEN POLICE MOTORS DIVISION
AND THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, Police Motors Division, a corporation of the State of Florida (hereinafter the "*PMD*"), is a registered supplier of new police emergency vehicles and equipment (hereinafter the "*Police Vehicles*"), as more fully described within the Sales Contract and Invoice (hereinafter the "*Sales Contract*"), a copy of which is attached hereto and made a part hereof as *Exhibit A*; and,

WHEREAS, the Village has determined that the purchase of four Police Vehicles, payable with an eleven percent (11%) down payment and five subsequent annual installments due one year from the delivery date, as set forth within the Commitment for Financing and Amortization Schedule from Old National Bank of Evansville, Indiana (hereinafter the "*Financing Schedule*"), a copy of which is attached hereto and made a part hereof as *Exhibit B*, will enable the Police Department to better protect and serve the citizens of the Village; and,

WHEREAS, it is in the best interest of the Village to purchase the Police Vehicles pursuant to its endeavors to protect and safeguard the health and welfare of its residents.

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

- Section 1.* That the above recitals and findings are incorporated herein and made a part hereof.
- Section 2.* That the Sales Contract to purchase four Police Vehicles in accordance with all financing terms by and between the Village of Dixmoor and PMD, is hereby approved substantially in the form presented to this Board of Trustees with such necessary changes as may be approved by the Village President.
- Section 3.* That the Village President and Village Clerk are hereby authorized to execute the Sales Contract and any other document necessary to implement the provisions thereof.

Section 4. That the Village President and Village Clerk are hereby authorized to execute and deliver the Sales Contract and any and all supplemental financial credit documents required for its implementation and to acquire and execute any and all documents necessary to provide for insurance coverage of said Police Vehicles.

Section 5. That the Village Treasurer is hereby authorized to make the annual installments and interest payments in accordance with the Sales Contract and Financing Schedule to complete satisfaction of any and all obligations stated therein.

Section 6. That the Chief of the Police Department, or his designated representative, is hereby authorized to ensure that all appropriate equipment is installed, to inspect said vehicles and equipment to ensure satisfaction upon delivery and is further authorized to maintain such in good repair and working condition throughout the term of the Sales Contract.

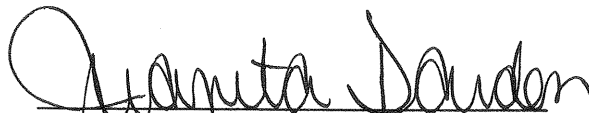
ADOPTED by the Village President and Village Board of the Village of Dixmoor, Cook County, Illinois, this 08th day of December 2004.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	X			X
Trustee Henry Murphy	X			X
Trustee Jerry Smith	X			X
Trustee Robert Warren	X			X
Trustee Yolanda Williams-Corner	X			X
Mayor Martha Loggins				X
Total	5			

APPROVED


Village President

ATTEST:


Village Clerk

This Ordinance must be adopted by an affirmative vote of two-thirds of the elected corporate authorities then holding office and must be published at least twice within 30 days after its passage in a newspaper of general circulation within the municipality. This Ordinance will not become effective until 30 days after its second publication.

POLICE MOTORS DIVISION GENERAL DIVISIONS CORPORATION

COMMUNICATIONS ACCESS LINE 1-800-568-2600 COLUMBIA SC • CORRESPONDENCE ADDRESS POST OFFICE DRAWER 60-1862 MIAMI FL 33160

SALES CONTRACT AND INVOICE VEHICLE CONTRACT CODE PMD SCI-2B 07-04

NO. D0474B

BILL TO

Village of Dixmoor Government
ATTN: Mayor Martha Loggins
170 W. 145th Street
Dixmoor IL 60426
708-388-3340 / Cell 773-454-2628

DELIVER TO INSTRUCTIONS

See reverse side hereof subject PMD sales contract and invoice under DELIVER TO INSTRUCTIONS paragraph.

INVOICE DATE	PAYMENT TERMS	DEPARTMENT P.O.	TRANSPORT MODE	DELIVERY DATE	F.O.B. LOCATION
12-02-04	SEE BELOW*	NO.	PMD	SEE BELOW**	STOCK POSITION
MAIL PAYMENT TO: FIRST UNION NATIONAL BANK (WACHOVIA BANK) • 17780 COLLINS AVENUE • MIAMI • FLORIDA 33160					
QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION		
4	YEAR 2005 POLICE-PACKAGE PURSUIT-DESIGN CHEVROLET IMPALA PURSUIT CAPABLE POLICE INTERCEPTOR VEHICLE	\$24,500.00	\$98,000.00		
- Standard vehicle equipment at no charge: power windows, power door locks, power trunk release, tilt steering wheel, AM-FM-stereo-radio, rear glass window defogger-defroster, ABS, 6-way DSPS, rubber flooring.				Included	
Optional vehicle equipment charged: see Page 3 of 4 hereof subject PMD sales contract and invoice.				Not Ordered	
- BASIC POLICE EMERGENCY EQUIPMENT AND POLICE WARNING EQUIPMENT INSTALLED IN VEHICLE: Whelen strobe light bar Model No. 9404B or Code 3° light bar MX7000 series, Whelen siren-speaker combination Model No. 295HF100-SA314P or Code 3° siren Model No. 3672L4 and Code 3° speaker Model No. PSU100-SP102, Able-2 illuminated 6-switch control panel with lighted legends and lighted rocker switches Model 05.6040 or Code 3° illuminated 6-switch control panel with lighted legends and lighted rocker switches Model No. 430, Setina Bodyguard® break-resistant and scratch-resistant transparent Lexan® prisoner divider shield partition Model No. 10-S with horizontal sliding door, Unity 6-inch diameter driver side Halogen spotlight. Any subject item may be substituted with item of comparable type and quality for expediency if applicable. All equipment is new superior quality state-of-the-art equipment shipped direct from factory and/or installed prior to delivery as applicable. SEE PAGE 3 OF 4 HEREOF SUBJECT PMD SALES CONTRACT AND INVOICE.				Included	
ADDITIONAL POLICE EMERGENCY EQUIPMENT AND POLICE WARNING EQUIPMENT INSTALLED IN VEHICLE: see Page 4 of 4 hereof subject PMD sales contract and invoice.				\$12,000.00	
- All subject departmental bid specifications are hereby complied with. Vehicle specifications list and-or stated exceptions if required are herewith attached and form part of subject PMD sales contract.				Included	
Vehicle structure: complete police-package pursuit-design pursuit capable police interceptor vehicle.				Included	
- Certified odometer indicated miles: zero miles - new vehicle.					
Engine type and system: 3.8 liter SFI sequential fuel injection V-6 200 HP pursuit-design engine.				Included	
- Vehicle color specifications: exterior color specified by purchasing government agency with manufacturer's matching color interior.				Included	
VEHICLE WARRANTIES ORIGINAL MANUFACTURER'S WARRANTY: 36,000 miles/36 months whichever first occurs original manufacturer's warranty to commence at date of first delivery of vehicle to purchasing government agency AT NO CHARGE				Included	
EXTENDED WARRANTY OR EXTENDED SERVICE PLAN OR EXTENDED PROTECTION PLAN to commence at date of first delivery of vehicle to purchasing government agency AT CHARGE: XXXXNOT ORDEREDXXXX XXXXXNOT ORDEREDXXXXXXNOT ORDEREDXXXXXXNOT ORDEREDXXXXXXNOT ORDEREDXXXXXX				Not Ordered	
This VEHICLE WARRANTIES SECTION explicitly and specifically overrides and substitutes and voids in its entirety Section 3 "WARRANTIES IF ISSUED AND APPLICABLE" on reverse side hereof subject PMD sales contract and invoice.					
** SHIPPING DATE: APPROXIMATELY 90 DAYS FROM DATE OF EXECUTION OF SUBJECT PMD SALES CONTRACT AND ALL REQUIRED SUPPORTING TRANSACTION DOCUMENTS SUBJECT TO DELIVERY SCHEDULE OF SPECIAL ORDERED POLICE EMERGENCY EQUIPMENT AND/OR POLICE WARNING EQUIPMENT IF REQUIRED.					
* See reverse side hereof subject PMD sales contract and invoice under PAYMENT TERMS paragraph.			SUBTOTAL		\$110,000.00
			SC STATE SALES TAX		Exempt
			TRANSPORT		\$2,000.00
			TRANSFER PLATES		Not Applicable
			TOTAL		\$112,000.00

EXHIBIT
A

No warranties implied or expressed are hereby or otherwise extended unless specifically statement of warranty is issued nor liability due to or arising from any cause is assumed. Extended warranty coverage if applicable is issued and administered by major vehicle warranty service provider pursuant to and under individual vehicle warranty contract(s) entered into by and between purchaser government agency and said vehicle warranty service provider and pursuant to terms, conditions and procedures thereof and thereunder. Police Motors Division makes available and offers subject extended warranty contracts however does not assume any responsibility for the administration of nor any liability for the provision of or failure to provide subject extended warranty service. Subject sales contract and invoice is subject to all terms and conditions herein and on reverse side hereof if stated and as may appear in separate agreements when duly executed. Subject sales contract and invoice and all terms thereof are hereby agreed to by subject parties and as evidence of said agreement said parties duly execute hereunder. Subject sales contract and invoice is null and void if not duly countersigned and returned by purchaser within thirty days from above issue date unless statement of extension is issued.

SELLER'S SIGNATURE _____ TITLE OFC DATE 11/23/04
PURCHASER'S SIGNATURE _____ TITLE _____ DATE _____

**PMD SALES CONTRACT & INVOICE
REVISION DATE JANUARY 2001**

1. Police Motors Division, General Divisions Corporation, is hereinafter indicated as Police Motors Division or abbreviated "PMD".
2. **DELIVER TO INSTRUCTIONS:** If transport charge is indicated on reverse side hereof subject PMD sales contract and invoice in terms of monetary value under transport charge entry, wording in "Deliver to Instructions" block on reverse side hereof subject PMD sales contract and invoice will hereby be structured to read "deliver to same name and same address under 'bill to' instructions block". If transport charge is indicated on reverse side hereof subject PMD sales contract and invoice as "not applicable" or "N/A" under transport charge entry, wording in "Deliver to Instructions" block on reverse side hereof PMD sales contract and invoice will hereby be structured to read "customer takes delivery at seller's stock location".
3. **WARRANTIES IF ISSUED AND APPLICABLE:**
For New Zero Miles Vehicles:
WARRANTY: 36,000 MILES-36 MONTHS ORIGINAL MANUFACTURER'S WARRANTY. Thereafter and at expiration of subject original manufacturer's warranty, extended vehicle warranty legally and additionally termed Extended Service Plan (ESP) or Extended Protection Plan (EPP) may be provided as follows: Unlimited mileage-36 months extended warranty coverage under and pursuant to attached PMD Warranty Disclosure Statement Code W.D.S. 104 effective November 1 1999 -or- 50,000 Miles-48 Months whichever first occurs extended warranty coverage under and pursuant to attached PMD Warranty Disclosure Statement Code W.D.S. 105 effective January 1 2001. **COMBINED 36,000 MILES-36 MONTHS ORIGINAL MANUFACTURER'S WARRANTY AND 50,000 MILES-48 MONTHS EXTENDED WARRANTY PROVIDES UP TO 7-YEAR VEHICLE WARRANTY PROTECTION SUBJECT TO MILEAGE GENERATED.**
For Surplus Vehicles:
Unlimited Mileage-36 Months extended warranty coverage legally and additionally termed Extended Service Plan (ESP) or Extended Protection Plan (EPP) under and pursuant to attached PMD Warranty Disclosure Statement Code W.D.S. 104 effective November 1 1999 -or- 45,000 Miles-36 Months whichever first occurs extended warranty coverage legally and additionally termed Extended Service Plan (ESP) or Extended Protection Plan (EPP) under and pursuant to attached PMD Warranty Disclosure Statement Code W.D.S. 102 effective January 1 2001. Subject extended warranties are effective from date of purchase of vehicle regardless of odometer mileage reading and vehicle year model at said date of purchase.
4. **PAYMENT TERMS:** Payment due at time of receipt of bill(s) of sale and certified odometer mileage disclosure statement(s) and pursuant to procedures by seller government agency if applicable or pursuant to lease-purchase finance agreement if applicable. At time of receipt of payment and clearing of funds thereof duly reassigned and unencumbered vehicle manufacturer's statement(s) of origin MSO(s) or vehicle title(s) as applicable will be forwarded to purchaser or to financing institution if subject sales transaction is financed and if applicable. If subject sales transaction is financed, appropriate lien holder information in favor of corresponding finance institution will be indicated on vehicle manufacturer's statement(s) of origin MSO(s) or on vehicle title(s) as applicable. Payment(s) and-or commitment(s) to pay under valid government department purchase order(s) duly authorized in written statement format by Police Motors Division to be processed directly to seller government agency and-or to any other entity(s) as source(s) of supply for purchase and-or transport of vehicle and-or equipment related thereto said vehicle if required under subject PMD sales contract and invoice is hereby duly authorized to be deducted from subject PMD sales contract and invoice total monetary balance due indicated on reverse side hereof subject PMD sales contract and invoice.
5. **CONFIDENTIALITY FACTOR CLAUSE AND AGREEMENT, REVISED 6-17-93:** In consideration of requirement by Police Motors Division to protect and to reveal to purchaser the confidentiality factor of identity of Police Motors Division origin source of supply of subject vehicles in order to complete subject sales transaction purchaser agrees not to purchase subject vehicles directly or knowingly and intentionally indirectly through third party from said Police Motors Division origin source of supply during period of five years from date of last transaction conducted with Police Motors Division for purchase of subject type vehicles, whether subject transaction is completed or not, nor knowingly divulge to third party or third parties unless required by law identity of subject Police Motors Division origin source of supply of subject vehicles.
6. Any duly chartered and organized government agency and any entity or group of individuals organized under charter or authority granted by any duly chartered and organized government agency to operate and function to render services of protective nature to specific community is hereby treated as government agency or government entity for the purpose of and under subject PMD sales contract and invoice.
7. No warranties implied or expressed are hereby or otherwise extended unless specifically statement of warranty is issued on reverse side hereof subject PMD sales contract and invoice nor liability due to or arising from any cause is assumed. Extended warranty coverage if applicable is issued and administered by major vehicle warranty service provider pursuant to and under individual vehicle warranty contract(s) entered into by and between purchaser government agency and said vehicle warranty service provider and pursuant to terms, conditions and procedures thereof and thereunder. Police Motors Division makes available and offers subject extended warranty contracts however does not assume any responsibility for the administration of nor any liability for the provision of or failure to provide subject extended warranty service. Subject PMD sales contract and invoice is subject to all terms and conditions herein and on reverse side hereof subject PMD sales contract and invoice and as may appear in separate agreements when duly executed. Subject PMD sales contract and invoice and all terms thereof are hereby agreed to by subject parties (Seller and Purchaser) indicated on reverse side hereof PMD sales contract and invoice and as evidence of said agreement said parties duly execute subject PMD sales contract and invoice by affixing respective signatures on reverse side hereof subject PMD sales contract and invoice. Subject PMD sales contract and invoice is null and void if not duly countersigned and returned by purchaser within thirty days from issue date on reverse side hereof subject PMD sales contract and invoice unless statement of extension is issued.

SALES CONTRACT AND INVOICE

POLICE INTERCEPTOR VEHICLE SCI PAGE 3A1

NO. D0474B

BILL TO

Village of Dixmoor Government
 TN: Mayor Martha Loggins
 170 W. 145th Street
 Dixmoor IL 60426
 888-388-3340 / Cell 773-454-2628

DELIVER TO INSTRUCTIONS

Refer to Page 1 of 4 hereof subject PMD sales contract and invoice.

INVOICE DATE 12-02-04	PAYMENT TERMS SEE BELOW*	DEPARTMENT P.O. NO.	TRANSPORT MODE PMD	DELIVERY DATE SEE BELOW**	F.O.B. LOCATION STOCK POSITION
MAIL PAYMENT TO: FIRST UNION NATIONAL BANK (WACHOVIA BANK) • 17780 COLLINS AVENUE • MIAMI • FLORIDA 33160					
QUANTITY	DESCRIPTION			UNIT PRICE	EXTENSION
OPTIONAL VEHICLE EQUIPMENT CHARGED:					
TOTAL					Not Ordered
BASIC POLICE EMERGENCY EQUIPMENT AND POLICE WARNING EQUIPMENT INSTALLED IN VEHICLE (ANY SUBJECT EQUIPMENT ITEM MAY BE SUBSTITUTED WITH EQUIPMENT ITEM OF COMPARABLE TYPE AND QUALITY FOR EXPEDIENCY IF APPLICABLE)					
	WHELEN ENGINEERING Co., INC. 4-STROBE LIGHT BAR MODEL 9404B TO INCLUDE 1 6-OUTLET 90W POWER SUPPLY UNIT, 2 FRONT-FACING STROBE LIGHTS (2 FRONT-FACING 30W OUTBOARD STROBE LIGHTS), 2 REAR-FACING STROBE LIGHTS (2 REAR-FACING 30W OUTBOARD STROBE LIGHTS), 2 FRONT-FACING 27W HALOGEN FLASHING LIGHTS, 2 REAR-FACING 27W HALOGEN FLASHING LIGHTS, 2 FRONT-FACING 27W HALOGEN TAKE DOWN LIGHTS, 2 SIDE-FACING 27W HALOGEN ALLEY LIGHTS, 1 MOUNTING KIT				Included
	COLOR SPECIFICATIONS FOR WHELEN ENGINEERING Co., INC. LIGHT BARS: DRIVER SIDE STROBE PULSATING WARNING LIGHTS *** COLOR LENS OR FILTER - PASSENGER SIDE STROBE PULSATING WARNING LIGHTS *** COLOR LENS OR FILTER - DRIVER SIDE FRONT-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - CENTER FRONT-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - PASSENGER SIDE FRONT-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - DRIVER SIDE REAR-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - CENTER REAR-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - PASSENGER SIDE REAR-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - FRONT-FACING TAKE-DOWN SCENE LIGHTS CLEAR COLOR LENS OR FILTER - INTERSECTION WARNING LIGHTS *** COLOR LENS OR FILTER - SIDE-FACING ALLEY SCENE LIGHTS CLEAR COLOR LENS OR FILTER - DRIVER SIDE SIDE-FACING END CAP LIGHTS *** COLOR LENS OR FILTER - PASSENGER SIDE SIDE-FACING END CAP LIGHTS *** COLOR LENS OR FILTER. *** (A) COLOR SPECIFICATIONS AND (B) LENS OR FILTER REQUIREMENTS IF NOT INDICATED ABOVE ARE TO BE DETERMINED BY PURCHASER GOVERNMENT AGENCY. PLEASE CONTACT ABOVE CONTACT NAME AT ABOVE CONTACT TELEPHONE NUMBER PRIOR TO SHIPPING TO DETERMINE SAID SPECIFICATIONS.				Included
	OR CODE 3° MX7000 SERIES 47-INCH DUAL DECK LIGHT BAR MODEL 747A1 TO INCLUDE UPPER DECK: 5 STANDARD 1-SECTION-4.125-INCHX2.25-INCH-60-PERCENT-216-DEGREE-CONCENTRIC-CIRCUMFERENCE-ROTATING-REFLECTOR AND 50-WATT-STATIONARY-HALOGEN-LIGHT ROTATING LIGHTS (TERMED "ROTATORS" BY MANUFACTURER) (3 INBOARD FAST-SPIN 200 FLASHES/MINUTE, 2 OUTBOARD STANDARD-SPIN 100 FLASHES/MINUTE), 2 DIAMOND MIRRORS, 2 FLAT MIRRORS; LOWER DECK: 2 50-WATT FRONT-FACING STATIONARY TAKE DOWN LIGHTS, 2 50-WATT REAR-FACING FLASHING LIGHTS, 2 INTERSECTION 120-DEGREE CONTINUOUS OSCILLATOR SWEEPING LIGHTS (LOWER FRONT CORNER LOCATIONS), 2 SIDE-FACING ALLEY LIGHTS (LOWER REAR CORNER LOCATIONS), 1 MOUNTING KIT				Included
	COLOR SPECIFICATIONS FOR CODE 3° LIGHT BARS: DRIVER SIDE ROTATOR WARNING LIGHTS *** COLOR LENS OR FILTER - CENTER LOCATION ROTATOR WARNING LIGHT *** COLOR LENS OR FILTER - PASSENGER SIDE ROTATOR WARNING LIGHTS *** COLOR LENS OR FILTER - FRONT-FACING TAKE-DOWN SCENE LIGHTS CLEAR COLOR LENS OR FILTER - DRIVER SIDE FRONT-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - CENTER FRONT-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - PASSENGER SIDE FRONT-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - DRIVER SIDE REAR-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - CENTER REAR-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - PASSENGER SIDE REAR-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - INTERSECTION WARNING LIGHTS *** COLOR LENS OR FILTER - SIDE-FACING ALLEY SCENE LIGHTS CLEAR COLOR LENS OR FILTER. *** (A) COLOR SPECIFICATIONS AND (B) LENS OR FILTER REQUIREMENTS IF NOT INDICATED ABOVE ARE TO BE DETERMINED BY PURCHASER GOVERNMENT AGENCY. PLEASE CONTACT ABOVE CONTACT NAME AT ABOVE CONTACT TELEPHONE NUMBER PRIOR TO SHIPPING TO DETERMINE SAID SPECIFICATIONS.				Included
	WHELEN ENGINEERING Co., INC. SIREN-SPEAKER COMBINATION MODEL 295HF100-SA314P				Included
	ABLE-2 ASHTRAY MOUNT OR FLOOR CENTER ELEVATION MOUNT OR EQUIPMENT CONSOLE MOUNT ILLUMINATED 6-SWITCH CONTROL PANEL WITH LIGHTED LEGENDS AND LIGHTED ROCKER SWITCHES MODEL 05.6040				Included
	SETINA BODYGUARD DIVIDER PARTITION MODEL 10-S, UPPER PART OF SHIELD PARTITION SOLID LEXAN® TRANSPARENT PLASTIC WITH MR10000 SCRATCH RESISTANT COATING AND HORIZONTAL SLIDING OPENING, LOWER PART OF SHIELD PARTITION SOLID 14-GAUGE STEEL SEAT BACK PROTECTOR PANEL, ENTIRE SHIELD STRUCTURE IN ROLL BAR TYPE FRAMEWORK ***INCLUDES LOWER EXTENSION PANEL FOR SETINA MODEL 10-S BODYGUARD DIVIDER PARTITION				Included
	UNITY® 6-INCH DIAMETER DRIVER SIDE POST MOUNT BLACK CASE HALOGEN SPOTLIGHT				Included
TOTAL					Included

No warranties implied or expressed are hereby or otherwise extended unless specifically statement of warranty is issued nor liability due to or arising from any cause is assumed. Extended warranty coverage if applicable is issued and administered by major vehicle warranty service provider pursuant to and under individual vehicle warranty contract(s) entered into by and between purchaser government agency and said vehicle warranty service provider and pursuant to terms, conditions and procedures thereof and thereunder. Police Motors Division makes available and offers subject extended warranty contracts however does not assume any responsibility for the administration of nor any liability for the provision of or failure to provide subject extended warranty service. Subject sales contract and invoice is subject to all terms and conditions herein and on reverse side hereof if stated and as may appear in separate agreements when duly executed. Subject sales contract and invoice and all terms thereof are hereby agreed to by subject parties and as evidence of said agreement said parties duly execute hereunder. Subject sales contract and invoice is null and void if not duly countersigned and returned by purchaser within thirty days from above issue date unless statement of extension is issued.

PURCHASER'S SIGNATURE _____

TITLE _____

DATE _____

SALES CONTRACT AND INVOICE

POLICE INTERCEPTOR VEHICLE SCI PAGE 4A1

NO. D0474B

BILL TO

Village of Dixmoor Government
 TN: Mayor Martha Loggins
 170 W. 145th Street
 Dixmoor IL 60426
 08-388-3340 / Cell 773-454-2628

DELIVER TO INSTRUCTIONS

Refer to Page 1 of 4 hereof subject PMD sales contract and invoice.

INVOICE DATE	PAYMENT TERMS	DEPARTMENT P.O.	TRANSPORT MODE	DELIVERY DATE	F.O.B. LOCATION
12-02-04	SEE BELOW*	NO.	PMD	SEE BELOW**	STOCK POSITION

MAIL PAYMENT TO: FIRST UNION NATIONAL BANK (WACHOVIA BANK) • 17780 COLLINS AVENUE • MIAMI • FLORIDA 33160

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
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ADDITIONAL POLICE EMERGENCY EQUIPMENT AND POLICE WARNING EQUIPMENT INSTALLED IN VEHICLE:

	4 LIGHT BAR UPGRADE TO WHELEN ENGINEERING CO., INC. 8-STROBE LIGHT BAR MODEL 9438-CUSTOM TO INCLUDE 2 6-OUTLET 90W POWER SUPPLY UNITS, 4 FRONT-FACING STROBE LIGHTS (2 FRONT-FACING 30W OUTBOARD STROBE LIGHTS, 2 FRONT-FACING 30W INBOARD STROBE LIGHTS), 4 REAR-FACING STROBE LIGHTS (2 REAR-FACING 30W OUTBOARD STROBE LIGHTS, 2 REAR-FACING 30W INBOARD STROBE LIGHTS), 2 FRONT-FACING 27W HALOGEN FLASHING LIGHTS, 2 REAR-FACING 27W HALOGEN FLASHING LIGHTS, 2 FRONT-FACING 27W HALOGEN TAKE DOWN LIGHTS, 2 SIDE-FACING 27W HALOGEN ALLEY LIGHTS, 1 MOUNTING KIT (\$250.00 EACH)		\$1,000.00
	COLOR SPECIFICATIONS FOR WHELEN ENGINEERING CO., INC. LIGHT BARS: DRIVER SIDE STROBE PULSATING WARNING LIGHTS *** COLOR LENS OR FILTER - PASSENGER SIDE STROBE PULSATING WARNING LIGHTS *** COLOR LENS OR FILTER - DRIVER SIDE FRONT-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - CENTER FRONT-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - PASSENGER SIDE FRONT-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - DRIVER SIDE REAR-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - CENTER REAR-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - PASSENGER SIDE REAR-FACING FLASHING WARNING LIGHT(S) *** COLOR LENS OR FILTER - FRONT-FACING TAKE-DOWN SCENE LIGHTS CLEAR COLOR LENS OR FILTER - INTERSECTION WARNING LIGHTS *** COLOR LENS OR FILTER - SIDE-FACING ALLEY SCENE LIGHTS CLEAR COLOR LENS OR FILTER - DRIVER SIDE SIDE-FACING END CAP LIGHTS *** COLOR LENS OR FILTER - PASSENGER SIDE SIDE-FACING END CAP LIGHTS *** COLOR LENS OR FILTER. *** (A) COLOR SPECIFICATIONS AND (B) LENS OR FILTER REQUIREMENTS IF NOT INDICATED ABOVE ARE TO BE DETERMINED BY PURCHASER GOVERNMENT AGENCY. PLEASE CONTACT ABOVE CONTACT NAME AT ABOVE CONTACT TELEPHONE NUMBER PRIOR TO SHIPPING TO DETERMINE SAID SPECIFICATIONS.		
	4 WHELEN ENGINEERING CO., INC. MODEL JHF2150 FRONT-END ALTERNATING HEADLIGHT FLASHER MODULE (FRONT-END WIG-WAG) WITH SINGLE SIDE-TO-SIDE SEQUENCE AND SIMULTANEOUS ON-OFF SEQUENCE ALTERNATING FLASH PATTERN AND RANDOM MULTIPLE SIDE-TO-SIDE SEQUENCE AND SIMULTANEOUS ON-OFF SEQUENCE ALTERNATING FLASH PATTERNS (\$100.00 EACH)		\$400.00
	4 WHELEN ENGINEERING CO., INC. 10G-STROBE SYSTEM TO INCLUDE 2 6-OUTLET 90W POWER SUPPLY UNITS, 2 FRONT CORNER LIGHT REMOTE STROBE INSERTS (CLEAR COLOR), 2 FRONT FOG LIGHT REMOTE STROBE INSERTS (CLEAR COLOR), 2 REAR LIGHT REMOTE STROBE INSERTS (CLEAR COLOR), 2 REAR REVERSE LIGHT REMOTE STROBE INSERTS (CLEAR COLOR), 2 REAR SECTION REAR DECK MOUNT OR HEADLINER MOUNT (DASHKING OR DASHMISER OR MICROTHIN) SINGLE REMOTE STROBE HEADS (7 COLOR), 15' 4-CONDUCTOR 18 AWG 300 VOLT CABLE WITH EACH REMOTE STROBE INSERT AND EACH REMOTE STROBE HEAD AND 10' 2-CONDUCTOR 12 VOLT REGULAR AUTOMOTIVE ELECTRIC WIRE WITH EACH SELF-CONTAINED STROBE HEAD AS APPLICABLE (\$1,400.00 EACH)		\$5,600.00
	PRO-COPPER® 34-INCH HORIZONTAL MOUNT EQUIPMENT CONSOLE MODEL CC-1050 WITH DUAL CUP HOLDER FOR USE WITH FRONT BUCKET SEATS STRUCTURE (\$300.00 EACH)		\$1,200.00
	4 PRO-COPPER® EQUIPMENT CONSOLE ARM REST (\$50.00 EACH)		\$200.00
	4 BIG SKY RACKS INC. SHOTGUN RACK WITH ELECTRONIC 10-SECOND TIME RELEASE AND MANUAL KEY OVERRIDE MODEL ELS210 (EQUAL TO PRO-GARD SHOTGUN RACK MODEL G5000UT EXCEPT OFFERS ANGLE DESIGN TO PREVENT DETRIMENTAL HEADLINER CONTACT FRICTION WHEN PLACING OR REMOVING WEAPON) (\$350.00 EACH)		\$1,400.00
	4 EXTERIOR GRAPHIC DESIGN DECALS INSTALLED, REFLECTIVE (\$550.00 EACH)		\$2,200.00
TOTAL =			\$12,000.00

Warranties implied or expressed are hereby or otherwise extended unless specifically statement of warranty is issued nor liability due to or arising from any cause is assumed. Extended warranty coverage if applicable is issued and administered by major vehicle warranty service provider pursuant to and under individual vehicle warranty contract(s) entered into by and between purchaser government agency and said vehicle warranty service provider and pursuant to terms, conditions and procedures thereof and thereunder. Police Motors Division makes available and offers subject extended warranty contracts however does not assume any responsibility for the administration of nor any liability for the provision of or failure to provide subject extended warranty service. Subject sales contract and invoice is subject to all terms and conditions herein and on reverse side hereof if stated and as may appear in separate agreements when duly executed. Subject sales contract and invoice and all terms thereof are hereby agreed to by subject parties and as evidence of said agreement said parties duly execute hereunder. Subject sales contract and invoice is null and void if not duly countersigned and returned by purchaser within thirty days from above issue date unless statement of extension is issued.

PURCHASER'S SIGNATURE _____ TITLE _____ DATE _____

**POLICE MOTORS DIVISION
FINANCING OF POLICE-PACKAGE PURSUIT-DESIGN PATROL AUTOMOBILES**

FINANCE LETTER CODE F.L. 9 EFFECTIVE DECEMBER 12 2004

**FINANCING QUOTE
FORMAL COMMITMENT
DATE: DECEMBER 2, 2004
PMD SALES CONTRACT AND INVOICE NO. D0474B**

**PURCHASING GOVERNMENT AGENCY:
VILLAGE OF DIXMOOR GOVERNMENT**

- Subject transaction is lease-purchase finance transaction.
- Type of finance charge: fixed interest rate for 3-year fixed term and 5-year fixed term. Refer to summary of terms hereunder.
- Payment mode: refer to summary of terms hereunder.
- Different terms are available to be quoted at request.
- Interest rate quotes are subject to change 30 days from subject commitment date.
- No penalty for prepayment.
- Purchasing government agency acquires clear unencumbered ownership when no unpaid balance remains.

Term:	3 Years	5 Years
Acquisition Cost:	\$112,000.00	\$112,000.00
Down Payment:	\$12,320.00	\$12,320.00
Trade-In:	\$0.00	\$0.00
Principal Balance:	\$99,680.00	\$99,680.00
Payment Mode:	Annual in Arrears	Annual in Arrears
Base Interest Rate:	3.84%	4.26%
Payment Factor:	0.35926	0.22627
Payment Amount:	\$35,811.04	\$22,554.60
First Payment Due:	1 year from delivery date	1 year from delivery date

ABOVE GOVERNMENT AGENCY UNDER ALL ABOVE LEASE-PURCHASE FINANCE PLANS IS PROTECTED BY NO-FUNDING OR NONAPPROPRIATION CLAUSE WHICH SIGNIFIES THAT IN THE EVENT THERE IS NO AVAILABLE FUNDING OR NO AVAILABLE BUDGET IN SUBSEQUENT YEARS TO CURRENT FISCAL YEAR SAID GOVERNMENT AGENCY MAY LEGALLY DISCONTINUE PAYMENTS WITH NO PENALTY NOR LIABILITY TO SAID GOVERNMENT AGENCY.

November 29, 2004

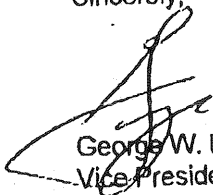
Mayor Martha Loggins
Village of Dixmoor
170 West 145th Street
Dixmoor IL 60426

Dear Ms. Loggins:

In review of the Village's financial statements we would like to offer the following commitment for financing the four (4) new police cruisers, estimated cost \$112,000. We are able to offer a six payment term with the first payment due at closing. I have included with this letter an estimated payment schedule to illustrate the proposed payment terms.


I hope you find this structure accommodating. Should you have any questions please give me a call. If these terms are acceptable please sign below and fax this letter to (812) 461-9281 and we will begin the documentation process. Thank you for your consideration.

Sincerely,



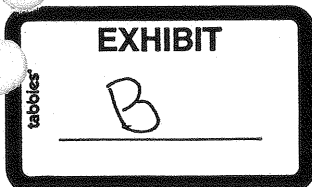
George W. Day III
Vice President

ACKNOWLEDGED AND ACCEPTED:

x 

Martha Loggins, Mayor

Cc: P. Joseph Montana



Commercial Leasing
P.O. Box 658
Evansville, IN 47704-0658
T: 812.464.1570
F: 812.461.9281
oldnational.com

Village of Dixmoor, IL

Compound Period..... : Annual

Nominal Annual Rate : 4.260 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan		112,000.00	1		
2 Payment		12,320.00	1		
3 Payment		22,554.63	5	Annual	

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan				112,000.00
1	12,320.00	0.00	12,320.00	99,680.00
2	22,554.63	4,246.37	18,308.26	81,371.74
3	22,554.63	3,466.44	19,088.19	62,283.55
4	22,554.63	2,653.28	19,901.35	42,382.20
5	22,554.63	1,805.48	20,749.15	21,633.05
6	22,554.63	921.58	21,633.05	0.00
Grand Totals	125,093.15	13,093.15	112,000.00	

ORDINANCE No. 04-140-29

**AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS
AND ORIENT MACHINE & WELDING CORPORATION**

BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, that the Economic Incentive Agreement by and between the Village of Dixmoor and Orient Machine & Welding Corporation, is hereby approved substantially in the form presented to this Board of Trustees with such necessary changes as may be approved by the Village President; and, that the Village President and Village Clerk are hereby authorized and directed to execute the Agreement and undertake any and all action as deemed necessary to implement and finalize its terms.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon its passage and approval as required by law.

ADOPTED by the Village President and Village Board of the Village of Dixmoor, Cook County, Illinois, this 08th day of December 2004.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	X			X
Trustee Henry Murphy	X			X
Trustee Jerry Smith	X			X
Trustee Robert Warren	X			X
Trustee Yolanda Williams-Corner	X			X
Mayor Martha Loggins				X
Total	5			

APPROVED

Martha Loggins
Village President

ATTEST:

Janita Sandon
Village Clerk

**ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE
VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS AND
ORIENT MACHINE & WELDING CORPORATION**

THIS ECONOMIC INCENTIVE AGREEMENT (hereinafter referred to as the "Agreement") entered into this 28th day of December 2004, by and between the Village of Dixmoor, Cook County, Illinois, a municipal corporation (hereinafter referred to as the "Village") and Orient Machining & Welding Corporation, an Illinois corporation, 14501 South Wood, Dixmoor, Illinois (hereinafter referred to as the "Developer").

W I T N E S S E T H:

IN CONSIDERATION of the preliminary statements hereinafter set forth, the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

PRELIMINARY STATEMENTS

- A. The Village is a unit of local government organized under the laws of the State of Illinois and has authority to promote the health, safety and welfare of the Village and its citizens and to encourage private investment within its borders.
- B. The Village has adopted as one of its economic development goals the expansion and stabilization of the small business community in the Village in order to stabilize its tax base, expand employment opportunities and eradicate existing blight.
- C. In order to implement the goals of economic development, expansion of business and eradication of blight, the Village has adopted tax increment financing under the *Illinois Tax Increment Allocation Redevelopment Act* (the "Act") whereby assistance may be rendered to induce businesses

to locate in the Village or to expand existing businesses as a part of a total redevelopment project and redevelopment plan for a designated area (the "*Project Area*").

D. The Developer is the owner and operator of a machinery and welding facility in Dixmoor, Illinois (the "*Current Facility*") and wishes to acquire additional property in order to expand its operation.

E. The Developer has investigated available properties at the Project Area and is considering an expansion of its Current Facility at the same location in the Dixmoor Eastside Industrial Park on the condition that the Developer receive an incentive from the Village in the form of a reduced purchase price (the "*Project*").

F. The Developer has determined that without said incentive from the Village as authorized by the Act, the Developer would not be able to acquire additional property and expand its Current Facility, thereby expanding the tax base of the Village and providing additional employment opportunities for its residents.

G. The Village has determined that the Developer has proposed the type of development contemplated in the redevelopment plan for the Project Area.

H. The Village has reviewed the proposal of the Developer and is willing to consider the transfer of certain real estate in the Project Area to the Developer for the purpose of expanding its existing facilities and manufacturing operation upon satisfaction of the terms and conditions hereinafter set forth.

CONDITIONS TO BE SATISFIED PRIOR TO CONVEYANCE

A. The Developer represents and warrants that within thirty (30) days of the date of this Agreement the Developer shall deliver plans for the development of the real property identified as Lot

2 as shown on the Dixmoor Eastside Industrial Park map, a copy of which is attached hereto as Exhibit A and made a part hereof (the "*Subject Property*").

The plans shall include all designs and details for the Project's contemplated improvement, landscaping and appropriate fencing around the entire perimeter of the Subject Property, significant landscaping additions in all areas abutting Wood Street on the Subject Property, appropriate ingress and egress to the Subject Property and adequate paved parking facilities on the Subject Property. Said designs and details contained within the plans submitted by the Developer for the Project are to include and incorporate plans for rehabilitation of the Current Facility, which shall include necessary fencing and landscaping around the Current Facility, significant landscaping additions in the front of the Current Facility abutting Wood Street and overall general facade improvements to the Current Facility adjacent to Wood Street. Said plans for the Project and the rehabilitation of the Current Facility will hereinafter be referred to as the "*Project Site*." The Developer is also required to include all necessary and required sewer and water infrastructure installation to hook up to the Village's water system in order to purchase all water from the Village required for the operation of the Project Site, the Project and the Current Facility, at the sole expense of the Developer.

B. Upon receipt of plans for the Project Site, the Village shall have thirty (30) days to review and approve the plans for the Project Site. The Village shall review the plans for the Project Site as provided in the Code of Ordinances of the Village (the "*Code*"). The plans for the Project Site and all required submissions shall comply with all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and orders (collectively, the "*Legal Requirements*") relating in any way to the Project Site. If the Village does not approve and no final resolution is reached within thirty (30) days after the Village renders its initial response to the plans

for the Project Site, this Agreement shall be null and void and the parties shall have no further obligations to each other or any rights therein.

C. Throughout the term of this Agreement, the Village agrees that it shall not impose any more restrictive zoning upon the plans for the Project Site than those requirements and regulations in effect as of the date of this Agreement. However, throughout the term of this Agreement, the Village expressly makes no warrantee or agreement that it shall not impose any new or increased municipal permit fees or other applicable fees from those existing as of the date of this Agreement.

D. On or before the commencement of construction, the Developer shall have delivered to the Village an estimated budget for the entire Project Site and certification from the Developer that the Developer is prepared to make an investment in the Project Site of approximately \$150,000.00 and that the Developer has obtained a firm commitment for financing in an amount sufficient to undertake and complete the entire Project Site.

E. The Developer hereby covenants and agrees to secure all necessary permits and commence construction pursuant to the approved plans for the Project Site on or before May 1, 2005, with completion of said construction by October 1, 2005, provided that conveyance of the real estate as hereinafter set forth has been made.

UNDERTAKING ON THE PART OF THE VILLAGE

A. Upon satisfaction of all conditions hereinabove set forth, and subject to the terms and conditions hereinafter set forth, the Village shall convey to the Developer for and in consideration of Five Thousand Dollars (\$5,000.00) as purchase price well below the fair market value of the Subject Property and other valuable consideration, title to the Subject Property described on Exhibit A, which real estate is zoned for the use proposed by the Developer.

B. In consideration of the development by the Developer of the Project Site as provided in this Agreement, so long as no event of default as hereinafter described shall have occurred and be continuing, the Village shall convey by a quit claim deed to the Developer the Subject Property for the sole purpose of construction of the Project and the rehabilitation of the Current Facility as approved in the plans for the Project Site.

Said conveyance of the Subject Property is explicitly understood by and between the Village and the Developer to be in its "as is" condition, subject to all restrictions and easements of records, and Developer agrees to execute an Indemnification Agreement holding the Village, its officers, agents, attorneys and employees, in both their official and individual capacity, forever harmless against all injury, deaths, losses, damages, claims, suits, liabilities, judgments and expenses which may arise directly or indirectly from any and all remediation required due to any structure, fence, building, foundation, debris, damage, fixture or environmental contamination or other object or objects in, on or upon the Subject Property or any adjacent or adjoining lot or lots which existed on or before the date of conveyance. The Developer, at its own expense, shall provide its own survey and environmental studies as deemed necessary by any unit of government or agency having jurisdiction over the Subject Property and Project Site. The Developer, at its own expense, shall provide a survey and title commitment for the Subject Property and be responsible for all cost associated with the conveyance of the Subject Property, including those cost typically associated with those of a seller of real property.

COVENANTS ON THE PART OF THE DEVELOPER

A. The Developer agrees to commence construction of the Project and the rehabilitation of the Current Facility in accordance with the plans for the Project Site on or before May 1, 2005,

provided conveyance of the Subject Property to the Developer has been made. The Developer hereby covenants and agrees to be absolute and completely responsible for any and all cost or liabilities related to and provide for environmental remediation and the removal of all debris and objects on the Subject Property prior to the commencement of construction.

In the event construction is not commenced on or before May 1, 2005, all right, title and interest of the Developer to the Subject Property shall revert to the Village, and the Village shall have all rights of ownership without interference from the Developer. It is understood and agreed that the Subject Property shall not be conveyed to the Developer until plans for the redevelopment of the Project Site has been approved and all requisite permits secured. It is hereby understood and agreed that any provision, condition and the term of this Agreement shall not merge with the deed at closing but shall survive such conveyance.

B. The Developer hereby covenants and agrees to grant a permanent and unrestricted Easement of 50 feet on the Subject Property beginning from the southern boundary of Lot 4 as shown on Exhibit A of the Dixmoor Eastside Industrial Park map and extending southward in the direction of the Developer's Current Facility for the benefit of ingress and egress to Lot 3 of the Dixmoor Eastside Industrial Park, as shown on Exhibit A; and, to execute a Joint Maintenance Agreement that shall provide for the terms and conditions upon which the Easement will be maintained and repaired, with such cost being divided between the owners of Lot 2 and Lot 3 equally, provided, however, the owner of Lot 3 begins to utilize such Easement for permanent ingress and egress to a completed facility on Lot 3 and maintain such continuous use for a calendar year. In the meantime, access to and from Lot 3 across the Subject Property for the removal of debris and other remediation efforts by the owner of Lot 3 will not be unreasonably denied by the Developer.

C. The Developer hereby covenants and agrees to promptly pay, as the same become due, any and all amounts due and owing to the Village for any reason including, but not limited to, any and all taxes, water bills and any other governmental charge, fee or fine of any kind that may be assessed with regard to its operation, and pay to the County all real estate taxes assessed against its operations and property.

D. The Developer hereby covenants and agrees to comply with all applicable zoning ordinances and regulations, building code, fire code and all other applicable Village ordinances, resolutions and regulations of the Village within thirty (30) days after written notice.

E. The Developer hereby covenants and agrees to comply with all applicable laws, rules and regulations of the State of Illinois, the United States of America and all agencies of each of them having jurisdiction over the Developer.

F. The Developer hereby covenants and agrees to indemnify, defend and hold harmless the Village, Village President, Village Board of Trustees, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages, costs, expenses and reasonable attorneys' fees brought by third parties arising from any and all conduct of the Developer, its officers, agents, employees, attorneys and representatives which may arise directly or indirectly in connection with the construction and operation of the Project and the rehabilitation of the Current Facility. The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith.

G. The Developer hereby covenants and agrees that no recourse under or upon any obligation or agreement contained herein or for any claim based thereon shall be had against the

Village, its officers, agents, attorneys, representatives or employees, in both their official and individual capacities, in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount and all and any such rights or claims against the Village, its officers, agents, attorneys, representatives or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village, including any liabilities, judgments, costs and expenses and reasonable attorney's fees. The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith.

WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

DEFAULTS

Failure on the part of the Developer to comply with any term, representation, warranty, covenant, agreement or condition of this Agreement within thirty (30) days after written notice thereof, shall constitute an event of default. Unless the Developer commences to cure the event of default within said thirty (30) days after receipt of notice and continues without interruption to cure such event of default, the Village shall be relieved of any and all of its remaining obligations arising pursuant to this Agreement. In addition, the Village may take whatever action at law or in equity as

may appear necessary or desirable to enforce the performance and observance of any obligation, covenant or agreement of the Developer. Further, upon an occurrence of an event of default, the Developer agrees to reimburse the Village for all costs incurred in seeking to enforce such obligation, covenant or agreement.

NOTICE

All notices required pursuant to this Agreement shall be either by messenger or by certified mail as follows:

To the Developer: Orient Machining & Welding Corporation
14501 South Wood Street
Dixmoor, Illinois 60426
Attn: Andy Plewa and Henry P. Brooks

To the Village: Village President
Village of Dixmoor
170 West 145th Street
Dixmoor, Illinois 60426

With copies to: Kathleen Field Orr
Kathleen Field Orr & Associates
One South Wacker Drive, Suite 1990
Chicago, Illinois 60606

GENERAL

A. This Agreement incorporates all agreements and understandings of the parties hereto as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

C. This Agreement may not be assigned under any circumstances, without the written consent of the Village, but shall be binding on the parties, their successors and assigns.

D. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

TERM

The term of this Agreement shall commence as of the date of its execution and terminate on December 31, 2008.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Dixmoor, Illinois.

EXECUTED this 08th day of December, 2004.

Village of Dixmoor, an Illinois municipal corporation

By: Martha Loggins
President

Attest:

Juanita Darden
Village Clerk

Orient Machining & Welding Corporation, an Illinois corporation

Joseph J. Lewis
President

Attest:

Wally Koszowski
Secretary

Exhibit A

Legal Description

Lot 2 of the Dixmoor Eastside Industrial Park, as identified by the Plat of Resubdivision, recorded with the Cook County Recorder of Deeds on March 31, 2004, as Document Number 0409132062.

DIXMOOR EASTSIDE INDUSTRIAL PARK

THIS A REPRESENTATION OF LOTS 1, 2, 3 AND OTHER "A" AS SHOWN INDUSTRIAL REDEVELOPMENT, A SUBDIVISION OF THE EAST SIDE OF THE EXTENDED SOUTH SIDE OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAN NUMBER RECORDED NOVEMBER 17, 2004 AS BEARING 035-003213-3, IN COOK COUNTY, ILLINOIS.

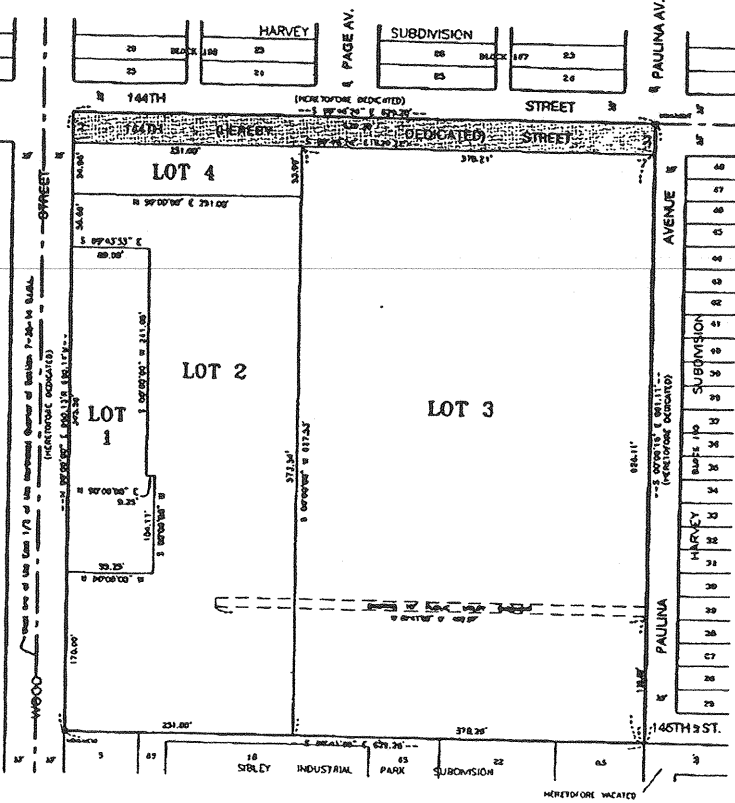
EXHIBIT

A

tabbler



60 0 60
SCALE: 1" = 60'



STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, Ben C. Pennington, an Illinois Professional Land Surveyor, do hereby state that I have surveyed and re-platted the following described parcels of land:

Lots 1, 2, 3 and Other "A" in Eastern Industrial Redevelopment (being a re-platification of part of Sibley Industrial Park Subdivision) in the approved Quarter of Section 7, Township 36 North, Range 14 East of the Third Principal Meridian, South of the Indian Boundary Line, according to the Plat thereof recorded November 17, 2004 as Document Number 035-003213-3, in Cook County, Illinois;

and that the foregoing plat is a true and correct representation of said survey and re-platification. Dimensions are shown in feet and decimal parts thereof and are corrected to a temperature of 62° Fahrenheit.

I further state that subject property appears to be situated within PDCE II (Area redetermined to be inside of the 500-year flood) as determined by maps from the Flood Insurance Rate Map (FIRM) for Dixon, Illinois, map number 1763-030304 P, dated November 8, 2004, prepared by the Federal Emergency Management Agency. (Subject to re-evaluation, inaccuracies, and errors of said map.)

South Holland, Illinois, January 12, 2004



Certificate Number 035-003213-3 - Expires November 30, 2004

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Robinson Engineering, Ltd., an Illinois Professional Design Firm (License Number 194-001128), does hereby state that a survey has been made of and under its direction to the property described herein for the purpose of re-platification as so shown herein.

South Holland, Illinois, January 12, 2004



Director of Engineering

I hereby certify that I find no deferred encumbrances of outstanding unpaid special assessments or unpaid current special assessments due against the property described herein.

By: _____
Village Clerk

Approved by the President and the Board of Trustees of the Village of Dixon, Illinois, at a meeting held this _____ day of _____ A.D. 20__.

By: _____ Village President
_____ Village Clerk

Approved by the Illinois Department of Transportation, with regard to roadway access, pursuant to Section 2 of "AN ACT TO REVISE THE LAW IN RELATION TO PLATS", as amended, (which law reads that the requirements contained in the Illinois Department of Transportation Policy on permits for access changes to State Highways" will be required.

Noted Engineer

EASEMENT PROVISIONS

In connection with the subdivision and other property with interests and easements herein to be surveyed and re-platted to

Commonwealth Edison Company,
Comcast
and
S.B.C.

that easements, including but not limited to, utility, electric, gas, water, sewer, drainage, and other easements, shall be granted to the utility companies, Comcast, and S.B.C. for the purpose of installing, maintaining, and operating their lines and facilities on and over the property described herein. The easements shall be granted to the utility companies, Comcast, and S.B.C. for the purpose of installing, maintaining, and operating their lines and facilities on and over the property described herein. The easements shall be granted to the utility companies, Comcast, and S.B.C. for the purpose of installing, maintaining, and operating their lines and facilities on and over the property described herein.

An easement is hereby reserved for and granted to

Nicor

It's necessary and proper to set aside "Reserved" areas, electric, gas, water, sewer, drainage, and other easements, shall be granted to the utility companies, Comcast, and S.B.C. for the purpose of installing, maintaining, and operating their lines and facilities on and over the property described herein.

STATE OF ILLINOIS }
COUNTY OF COOK } SS

The Village of Dixon, a Municipal Corporation of Illinois, does hereby certify that it is the owner of part of the property described herein, and that, as such owner, has caused said property to be surveyed and re-platted as shown herein.

Dated this _____ day of _____ A.D. 20__.

By: _____ Village Clerk

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, _____ a Notary Public in and for said County in the State of Illinois, do hereby certify that _____ Village Clerk of the Village of Dixon, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument on both the original and duplicate copies of this plat in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and in the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____ A.D. 20__.

Notary Public

STATE OF ILLINOIS }
COUNTY OF COOK } SS

The undersigned, _____ and _____, do hereby certify that they are the owner of part of the property described herein, and that, as such owners, have caused said property to be surveyed and re-platted as shown herein.

Dated this _____ day of _____ A.D. 20__.

By: _____ Notary Public

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, _____ a Notary Public in and for said County in the State of Illinois, do hereby certify that _____ and _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____ A.D. 20__.

Notary Public

AFFECTS PARTS: 28-07-230-017-0000
28-07-230-018-0000
28-07-230-019-0000
28-07-230-020-0000

Robinson Engineering, Ltd. used to complete this plat and to certify that the same is a true and correct representation of the survey and re-platification as so shown herein.

S03-11-004
SIBLEY INDUSTRIAL PARK REDEVELOPMENT, LTD.
CORPORATE OFFICE: 144TH STREET, SOUTH HOLLAND, ILLINOIS 60478
TEL: (708) 481-1000
FAX: (708) 481-1001

ORDINANCE No. 04-140-30

**AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS
AND ENVIRON CORPORATION OF ILLINOIS**

BE IT ORDAINED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, that the Economic Incentive Agreement by and between the Village of Dixmoor and Environ Corporation of Illinois, is hereby approved substantially in the form presented to this Board of Trustees with such necessary changes as may be approved by the Village President; and, that the Village President and Village Clerk are hereby authorized and directed to execute the Agreement and undertake any and all action as deemed necessary to implement and finalize its terms.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon its passage and approval as required by law.

ADOPTED by the Village President and Village Board of the Village of Dixmoor, Cook County, Illinois, this 08/13 day of December 2004.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	X			X
Trustee Henry Murphy	X			X
Trustee Jerry Smith	X			X
Trustee Robert Warren	X			X
Trustee Yolanda Williams-Corner	X			X
Mayor Martha Loggins				X
Total	X			

APPROVED

Martha Loggins
Village President

ATTEST:

Janette Darden
Village Clerk

RESOLUTION No. 04-LR-10

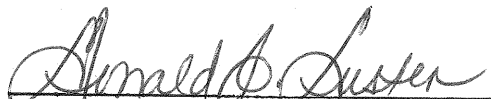
**A RESOLUTION OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS,
APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD AND THE VILLAGE
OF DIXMOOR FOR THE FUNDING OF A 9-1-1- SURCHARGE REALLOCATION**

BE IT RESOLVED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, that the Intergovernmental Agreement by and between the Cook County Emergency Telephone System Board and the Village of Dixmoor, a copy of which is attached hereto and made a part hereof, is hereby approved and that the Village President and Village Clerk are hereby authorized to execute and deliver same.

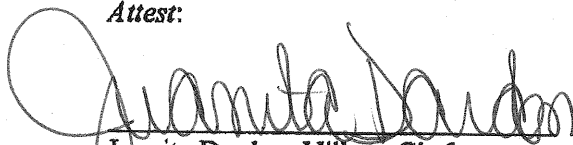
BE IT FURTHER RESOLVED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, that the Village President and Chief of Police, or any designated representative, are hereby authorized to undertake any and all actions as may be required to implement the provisions of said Intergovernmental Agreement for the reallocation of approximately \$17,160.00 and, in particular, that the Chief of Police and Village Treasurer are hereby authorized to expend said funds and to comply with all requisite expenditure audit reporting requirements in accordance with the terms and conditions required therein.

PASSED by the Village President and Board of Trustees of the Village of Dixmoor, Cook County, Illinois, this 10th day of March 2004.

APPROVED:


Donald C. Luster, Village President

Attest:


Juanita Darden, Village Clerk

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

AND THE

VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS

FOR THE FUNDING OF A 9-1-1 SURCHARGE REALLOCATION

DATED: MARCH 10, 2004

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COOK COUNTY
EMERGENCY TELEPHONE SYSTEM BOARD AND THE VILLAGE OF DIXMOOR,
COOK COUNTY, ILLINOIS, FOR THE FUNDING OF A 9-1-1 SURCHARGE
REALLOCATION**

THIS AGREEMENT is made and entered into on the 10th day of March 2004, by and between the COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (hereafter referred to as "ETSB") and the Village of Dixmoor, Cook County, Illinois, an Illinois municipal corporation (hereafter referred to as "VILLAGE").

WHEREAS, the ETSB has created a Surcharge Reallocation program as outlined in "exhibit one," attached hereto and hereby incorporated by reference; and,

WHEREAS, the VILLAGE has agreed to participate in said Surcharge Reallocation Program, and by doing so, has agreed to all of the terms and conditions as outlined in said agreement; and,

WHEREAS, the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this AGREEMENT and the attached "exhibit one," the sufficiency of which are hereby acknowledged, the ETSB, and the Village of Dixmoor, Cook County, Illinois agree as follows:

- A. That the parties agree to be bound by each and every term and condition as set forth in "exhibit one" and that all such terms and conditions are hereby made a part of this agreement as if here fully set forth in this INTERGOVERNMENTAL AGREEMENT.

- B. That this Surcharge Reallocation is expressly given by the ETSB to the VILLAGE as a single Surcharge Reallocation for a single purpose and is not to be construed as a continuing Surcharge Reallocation for this, or any other, purpose.
- C. That this Surcharge Reallocation is not a continuing Surcharge Reallocation but is limited to a one time only agreement, unless the ETSB, at its sole discretion, determines that additional Surcharge Reallocations or extensions are to be allowed.
- D. That "exhibit one," as created by the ETSB will specify qualifying goods and/or services to be purchased with the Surcharge Reallocation funds, and that there shall be no deviation from qualifying goods and/or services after the Surcharge Reallocation has been approved by the ETSB.
- E. That attached hereto, and hereby incorporated by reference as "exhibit two," is the specific dollar amount of the Surcharge Reallocation as approved by the ETSB.
- F. That attached hereto, and hereby incorporated by reference as "exhibit three," is the surcharge expenditure audit reporting form that shall be completed by the VILLAGE in accordance with "exhibit one."
- G. MISCELLANEOUS

1. Nonliability: No party to this AGREEMENT shall be liable to any other party for any loss, claim or damages as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from acts of the other party, acts of the government, acts of God, acts of third persons, strikes, embargoes, delays in the mail, transportation and delivery, network or power failures and shortages, fires, floods, epidemics and unusually severe weather conditions, or other causes beyond the control of such party.
2. Binding effect: This AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties as if they too were parties.
3. Severability: The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this AGREEMENT is unenforceable as a matter of law, such part or provision of the AGREEMENT shall be deemed severable and the remainder of the AGREEMENT shall survive.

4. **Notice:** All notices required herein shall be in writing and be served personally or by registered or certified mail, return receipt requested, upon the parties at their principal administrative offices or as otherwise designated.
5. **Governing law:** This agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
6. **Amendment:** This AGREEMENT and attached exhibits contain the entire agreement of the parties and shall supersede any prior agreements or understandings, written or oral, and may only be altered, modified or amended by written consent of the parties.
7. **Compliance with laws:** The parties agree that they will each observe and comply with all applicable federal, state and local laws that effect performance under this AGREEMENT.
8. **Indemnification:** The VILLAGE hereby holds harmless the ETSB for any claims, losses, damages and liabilities whatsoever relative to actions by third parties as a result of this Surcharge Reallocation and/or the purchase of goods and services with the Surcharge Reallocation funds. The VILLAGE agrees to hold harmless and defend the ETSB, its staff and Board members, from and against any claims, losses, damages and liabilities, including costs, expenses, and attorney's fees.
9. The ETSB, or its designee, shall have the authority to audit services, equipment or materials purchased through the 9-1-1 Surcharge Reallocation Program to ensure that said services, equipment or materials are being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines. This audit authority shall remain in effect for the life of the service, equipment or materials purchased through the 9-1-1 Surcharge Reallocation. Should the ETSB determine that the service, equipment or materials are not being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines, then said service, equipment or materials shall be removed and returned to the ETSB, at the expense of the agency, or the agency shall be required to refund the financial assistance received from the ETSB. The ETSB

shall have sole discretion in determining which method of recovery shall be followed by the agency.

10. Forfeiture: Any use of surcharge reallocation funds that are not in compliance with the intergovernmental agreement, shall cause forfeiture of any unexpended reallocation funds and cause forfeiture of any future rights under this or any subsequent grant or surcharge reallocation program by the ETSB.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed the day and year first written above

COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

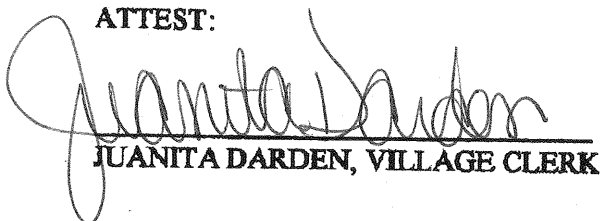
BY: _____
ALBERT PRITCHETT, CHAIRMAN, ETSB

VILLAGE OF DIXMOOR, an Illinois municipal corporation

BY: 

DONALD C. LUSTER, VILLAGE PRESIDENT

ATTEST:



JUANITA DARDEN, VILLAGE CLERK

EXHIBIT ONE

COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD 9-1-1 SURCHARGE REALLOCATION PROGRAM GUIDELINES

SECTION 1 - INTENT

The Cook County Emergency Telephone System Board (ETSB) recognizes that Municipal Agencies and Fire Protection Districts that are part of the ETSB system may require additions or enhancements to their communication centers in order to provide 9-1-1 related services to their respective communities. For Municipal Agencies and Fire Protection Districts that are part of the ETSB system, the ETSB has approved the funding of 9-1-1 Surcharge Reallocation Program to assist its participants in providing a dependable and efficient emergency telephone system. The purpose of the ETSB 9-1-1 Surcharge Reallocation program is to assist Public Safety agency users who are a part of the ETSB 9-1-1 system in maintaining a high standard of quality in the delivery of 9-1-1 emergency services.

SECTION 2 - ELIGIBILITY

To be eligible to receive surcharge reallocation the agency must meet all of the following criteria:

- 1) The agency must receive 9-1-1 telephone calls transfers from the Cook County Sheriff's Police Communications Center.
- 2) The agency must have a communication center that dispatches police or fire and emergency medical services responders within the jurisdictional boundaries of the ETSB.
- 3) The agency must have residents that both reside within the jurisdictional boundaries of, and pay the ETSB 9-1-1 surcharge.
- 4) The agency must have hardwire 9-1-1 access lines within the jurisdictional boundaries of the ETSB.

Those agencies that dispatch for 9-1-1 systems that are not a part of the ETSB system shall not be eligible.

SECTION 3 - AVAILABILITY OF FUNDS

The total amount of 9-1-1 Surcharge Reallocation to be distributed shall be determined by the ETSB and is subject to availability of funding within the ETSB budget. The ETSB may terminate, expand or amend the Surcharge Reallocation Program at its discretion. Any 9-1-1 Surcharge Reallocation funds delivered to and not used by the recipient after one year, from the date of delivery, shall be returned to the ETSB. Funds not yet delivered to the recipient after one year following approval of the reallocation shall lapse.

SECTION 4 – BASIS OF DISTRIBUTION BY AGENCY

The total number of hardwire 9-1-1 access lines within the ETSB service area shall be determined by SBC and provided to the ETSB. The total SBC access line count shall be further broken down by the corresponding Emergency Service Number (ESN) for each agency within the ETSB's jurisdiction. The ETSB shall determine the amount of surcharge allocation per hardwire access line. The total amount of surcharge to be reallocated to an agency shall be determined by multiplying the number of hardwire access lines, after applying the trunk equivalency factor of 5 to 1 for Centex and PBX lines for that agency, by the per access line amount approved by the ETSB. In areas where the same ESN serves more than one agency the approved surcharge reallocation amount per access line will be divided accordingly.

SECTION 5 - 9-1-1 SURCHARGE REALLOCATION FUNDING QUALIFYING EXPENDITURES

The use of the 9-1-1 Surcharge Reallocation shall be limited to those expenditures specifically identified within the scope of the Emergency Telephone System Act of Illinois; Illinois Compiled Statutes, Chapter 50, Section 750/15.4/C.

SECTION 6 – AGENCY EXPENDITURE REPORT

Every agency granted the 9-1-1 Surcharge Reallocation shall file an expenditure report using the approved ETSB form (attached as Exhibit Three – Expenditure Audit Report) on January 31, 2005. The report shall itemize each and every expenditure made from the surcharge funds granted to the agency. In addition, proof of each purchase must be provided in the form of copies of paid invoices, or in the case of personnel services copies of payroll records, and attached to the expenditure report. The completed form shall be signed by the authorized fiscal agent for the agency and attested to by the Mayor or President of the agency.

SECTION 7 - ETSB RIGHT TO AUDIT

The ETSB, or its designee, shall have the authority to audit services, equipment or materials purchased through the 9-1-1 Surcharge Reallocation Program to ensure that said services, equipment or materials are being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines. This audit authority shall remain in effect for the life of the service, equipment or materials purchased through the 9-1-1 Surcharge Reallocation. Should the ETSB determine that the service, equipment or materials are not being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines, then said service, equipment or materials shall be removed and returned to the ETSB, at the expense of the agency, or the agency shall refund the financial assistance received from the ETSB. The ETSB shall have sole discretion in determining which method of recovery shall be followed by the agency. The ETSB shall exercise whatever legal action it deems appropriate to recover any funds improperly used.

SECTION 8 - ETSB INDEMNIFICATION

The ETSB shall be indemnified and held harmless by the agency receiving the 9-1-1 Surcharge Reallocation, should the receiving agency not use service, equipment or materials received under the 9-1-1 Surcharge Reallocation in accordance with the guidelines established by the 9-1-1 Surcharge Reallocation Program. The agency shall provide proof of insurance to cover any equipment or services purchased with surcharge reallocation funds. The agency receiving the 9-1-1 Surcharge Reallocation shall also indemnify and hold harmless the ETSB against any claim or cause of action related to the use of said service, equipment or materials. The agency shall pay all reasonable attorneys fees to the ETSB for any action necessary to enforce any part of this agreement.

SECTION 9 - ETSB FORFEITURE

Any use of surcharge reallocation funds that is not in compliance with the intergovernmental agreement attached hereto, shall cause forfeiture of any unexpended reallocation funds and cause forfeiture of any future rights under this or any subsequent grant or surcharge reallocation program by the ETSB.

EXHIBIT TWO
COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD
9-1-1 SURCHARGE REALLOCATION DISTRIBUTION
AS PER ETSB APPROVED AMOUNT OF \$10 PER SURCHARGED ACCESS LINE
AT THE NOVEMBER 13, 2003, MEETING

AGENCY	Line Count	Split	Allocation
ALSIP FD	80	@50%	\$400
ARLINGTON HTS FD	51	@50%	\$255
BARRINGTON/COUNTRYSIDE FPD	897	@50%	\$4,485
BARTLETT FPD	1527	@50%	\$7,635
BLUE ISLAND FD	42	@50%	\$210
BRIDGEVIEW FD	361	@50%	\$1,805
BROADVIEW FD	1638	@50%	\$8,190
BURNHAM FD	2	@50%	\$10
CALUMET CITY FD	9	@50%	\$45
CENTRAL STICKNEY FPD	2372	@50%	\$11,860
CHICAGO HEIGHTS FD	54	@50%	\$270
CHICAGO RIDGE FD	8	@50%	\$40
COOK COUNTY SHERIFF'S PD	71011	@50%	\$355,055
COOK COUTNY FOREST PRESEVE PD	389	@50%	\$1,945
COUNTRY CLUB HILLS FD	74	@50%	\$370
CRESTWOOD FD	222	@50%	\$1,110
DIXMOOR PD/FD	1716	@100%	\$17,160
DOLTON FD	120	@50%	\$600
EAST DUNDEE FPD	36	@50%	\$180
ELK GROVE FD	400	@50%	\$2,000
ELK GROVE RURAL FPD	6346	@50%	\$31,730
EVERGREEN PARK FD	33	@50%	\$165
FLOSSMOOR FD	470	@50%	\$2,350
FORD HEIGHTS PD/FD	1172	@100%	\$11,720
FOREST VIEW FD	50	@50%	\$250
FRANKLIN PARK FD	71	@50%	\$355
GARDEN HOMES FPD	434	@50%	\$2,170
GLENCOE FD	126	@50%	\$630
GLENVIEW FD	10462	@50%	\$52,310
GLENWOOD FD	90	@50%	\$450
GOLF PD	353	@100%	\$3,530
HAZEL CREST FD	4	@50%	\$20
HILLSIDE FD	82	@50%	\$410
HINES HOSPITAL PD/FD	1328	@100%	\$13,280
HOFFMAN ESTATES FD	18	@50%	\$90
HOLBROOK FPD	185	@50%	\$925
HOMEWOOD ACRES FPD	78	@50%	\$390
HOMEWOOD FD	2	@50%	\$10
ILLINOIS STATE PD	25	@50%	\$125
JUSTICE FD	690	@50%	\$3,450

EXHIBIT TWO
COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD
9-1-1 SURCHARGE REALLOCATION DISTRIBUTION
AS PER ETSB APPROVED AMOUNT OF \$10 PER SURCHARGED ACCESS LINE
AT THE NOVEMBER 13, 2003, MEETING

LAGRANGE FD	1	@50%	\$5
LAGRANGE PARK FD	4	@50%	\$20
LANSING FD	349	@50%	\$1,745
LEMONT FPD	3114	@50%	\$15,570
LEYDEN FPD	5091	@50%	\$25,455
LONG GROVE RURAL FPD	942	@50%	\$4,710
LYNWOOD FD	669	@50%	\$3,345
LYONS FD	68	@50%	\$340
MARKHAM FD	72	@50%	\$360
MATTESON FD	1059	@50%	\$5,295
MAYWOOD FD	209	@50%	\$1,045
MERRIONETTE PARK FD	22	@50%	\$110
MIDLOTHIAN FD	42	@50%	\$210
MORTON GROVE FD	10	@50%	\$50
MOUNT PROSPECT FD	350	@50%	\$1,750
NILES FD	9	@50%	\$45
NORTH MAINE FPD	9850	@50%	\$49,250
NORTH PALOS FPD	12	@50%	\$60
NORTH RIVERSIDE FD	1	@50%	\$5
NORTHBROOK FD	6280	@50%	\$31,400
NORTHFIELD FD	47	@50%	\$235
NORTHLAKE FPD	6148	@50%	\$30,740
NORTHLAKE PD	7380	@50%	\$36,900
NORWOOD PARK FPD	517	@50%	\$2,585
NW HOMER FPD	151	@50%	\$755
OAK FOREST FD	908	@50%	\$4,540
OAK FOREST HOSP PD	558	@50%	\$2,790
OLYMPIA GARDENS FPD	164	@50%	\$820
ORLAND FPD	2714	@50%	\$13,570
PALATINE RURAL FPD	2348	@50%	\$11,740
PALOS FPD	3132	@50%	\$15,660
PALOS HEIGHTS FPD	1346	@50%	\$6,730
PHOENIX PD/FD	941	@100%	\$9,410
PLEASANT VIEW FPD	2218	@50%	\$11,090
POSEN FD	46	@50%	\$230
PROSPECT HEIGHTS FPD	1424	@50%	\$7,120
RICHTON PARK FD	183	@50%	\$765
RIVER FOREST FD	25	@50%	\$125
RIVERDALE FD	39	@50%	\$195
RIVERSIDE FD	2	@50%	\$10
ROBBINS PD/FD	2199	@100%	\$21,990

EXHIBIT TWO
COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD
9-1-1 SURCHARGE REALLOCATION DISTRIBUTION
AS PER ETSB APPROVED AMOUNT OF \$10 PER SURCHARGED ACCESS LINE
AT THE NOVEMBER 13, 2003, MEETING

ROSELLE FPD	1514	@50%	\$7,570
SAUK VILLAGE FD	182	@50%	\$910
SCHAUMBURG FD	18	@50%	\$90
SOUTH CHICAGO HEIGHTS FD	16	@50%	\$80
SOUTH HOLLAND FD	5	@50%	\$25
STEGER FD	49	@50%	\$245
STONE PARK PD/FD	1767	@100%	\$17,670
STREAMWOOD FD	2	@50%	\$10
THORNTON FD	13	@50%	\$65
TINLEY PARK FD	448	@50%	\$2,240
WESTCHESTER FD	5	@50%	\$25
WESTERN SPRINGS FD	10	@50%	\$50
WHEELING FD	8	@50%	\$40
WILLOW SPRINGS FD	3	@50%	\$15
WINNETKA FD	440	@50%	\$2,200
WORTH FD	153	@50%	\$765
YORKFIELD FPD	17	@50%	\$85
Total Surcharge Distribution			\$888,840

ORDINANCE No. 04-140-31

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REAL ESTATE CONTRACT FOR THE PURCHASE OF REAL PROPERTY AT 2301 WEST 146TH STREET IN THE VILLAGE OF DIXMOOR BY AND BETWEEN THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS AND MATTIE CARTER

WHEREAS, the Village of Dixmoor, Cook County, Illinois (hereinafter the "*Village*"), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, Mattie Carter is the owner of a certain parcel of real property identified by permanent index number (PIN) 29-07-136-011-0000 and commonly known as 2301 West 146th Street, Dixmoor, Illinois (hereinafter the "*Subject Property*"); and,

WHEREAS, the Subject Property is a vacant lot located in a B-1 Neighborhood Shopping District; and,

WHEREAS, the Village has adopted as one of its economic development goals the expansion and stabilization of the small business community in the Village of Dixmoor in order to diversify its tax base, expand employment opportunities and eradicate existing blight; and,

WHEREAS, to implement the goals of economic development, expansion of business and eradication of blight, the Village has authorized and adopted tax increment finance, under the *Illinois Tax Increment Allocation Redevelopment Act* (65 ILCS 5/11-74.4-1 *et seq.*, as supplemented and amended, the "*TIF Act*"), whereby Section 5/11-74.4-4 of the TIF Act in relevant part provides that real property within a redevelopment project area may be acquired all in the manner and at such price

the municipality determines is reasonably necessary to achieve the objectives of the redevelopment project and redevelopment plan for a designated area (the "*Project Area*"); and,

WHEREAS, the Village has determined that acquisition of the Subject Property located within the Project Area will further the type of development contemplated in the redevelopment plan for the Project Area; and,

WHEREAS, it is in the best interest of the Village of Dixmoor to acquire ownership of the Subject Property, upon satisfaction of all terms and conditions hereinafter set forth in its offer to purchase the Subject Property and in accordance with its endeavor to further economic development.

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

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That the Real Estate Contract (the "*Contract*"), a copy of which is attached hereto and made a part hereof, to convey the real property identified therein by and between the Village, Buyer, and Mattie Carter, Seller, is hereby approved substantially in the form presented.

Section 3. That the Village President and Village Clerk are hereby authorized to execute said Contract and any and all documents required to implement the provisions stated therein.

Section 4. That the Village Attorney is hereby authorized to negotiate and undertake any and all actions on the part of the Village as contained in said Contract and complete such documentation to satisfy any and all conditions stated therein.

ADOPTED by the Village President and Village Board of Trustees of the Village of Dixmoor, Cook County, Illinois, this 08th day of December 2004.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Present</u>
Trustee Brad Carpenter	X			
Trustee Henry Murphy	X			X
Trustee Jerry Smith	X			X
Trustee Robert Warren	X			X
Trustee Yolanda Williams-Corner	X			X
Mayor Martha Loggins				X
Total	5			

APPROVED


 Village President

ATTEST:


 Village Clerk



REALTOR

Date Written: _____

REALTOR® ASSOCIATION OF THE WESTERN SUBURBS
STANDARD VACANT LAND SALES CONTRACT



1 BUYER(S): VILLAGE OF DIXMOOR
 2 Address _____
 3 _____ City _____ State _____ Zip _____
 4 agrees to purchase, and SELLER(S) MATTIE CARTER
 5 Address 114 S. HUMPHREY #3 City OAK PARK State IL Zip 60302
 6 agrees to sell to Buyer(s) at the Price of FOUR THOUSAND
 7 Dollars (\$ 4,000.00) Property located at 2301 W. 146TH STREET
 8 City of DIXMOOR County of COOK Illinois PLN 29-07-136-011-0000
 9 and legally described as follows: (Legal description to be inserted or attached prior to signing of Contract.)

(Hereinafter referred to as "the Property") with approximate lot dimensions of _____ (Approximate lot dimensions must be inserted prior to signing of Contract.)

20 2. EARNEST MONEY: Buyer(s) has paid \$ 0
 21 (and will pay within _____ days the additional sum of \$ _____ by check/notes due date
 22 earliest money to be applied on the purchase price. THE EARNEST MONEY SHALL BE HELD BY THE LISTING BROKER FOR THE
 23 MUTUAL BENEFIT OF THE PARTIES CONCERNED AND UPON THE CLOSING OF THE SALE, SHALL BE APPLIED FIRST TO
 24 THE PAYMENT OF ANY EXPENSES INCURRED BY THE LISTING BROKER FOR THE SALE, SECOND TO THE PAYMENT OF THIS
 25 TRANSACTION AND SECOND TO THE PAYMENT OF THE BROKER'S SALES COMMISSION, RENDERING THE SURPLUS,
 26 IF ANY, TO THE SELLER(S). The balance of the purchase price shall be paid at closing by cashier's or certified check.

28 3. THE CLOSING DATE: The closing date shall be ON OR BEFORE 12/31/04 19 _____ (or on the date, if any, to which said date is
 29 extended by reason of paragraphs 5 & 14) in the County where the Property is located, at Seller's attorneys' office, the Seller's title company, or
 30 at such other place as the parties mutually agree.

32 4. POSSESSION: Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in writing by the parties.

34 5. FINANCING CONDITION: (a) This Contract is subject to the condition that on or before _____
 35 Buyer(s) shall secure, or there shall be made available to Buyer(s), a written commitment for a loan to be secured by a mortgage or trust deed on
 36 the Property in the amount of \$ _____ or such lesser sum as Buyer(s) accepts at an interest rate not to exceed
 37 _____ % fixed/adjustable (strike one) to be amortized over a period of _____ years with service charges and other loan
 38 charges not to exceed _____ % of the loan amount; (b) if after the Buyer(s) has submitted a true loan application and otherwise made
 39 every reasonable effort to procure a loan commitment from any source made available to Buyer(s) and has been unable to do so, and after
 40 serving written notice thereof upon Seller(s) or Seller's attorney within 1 business day after the time specified herein for securing such commit-
 41 ment, then this Contract shall become null and void, and all monies paid by Buyer(s) hereunder shall be refunded. However, if Seller(s), at Seller's
 42 option, notifies Buyer(s) within 10 business days of Buyer's notice, that Seller(s) intends to procure for Buyer(s) such a commitment within 45
 43 days, then this Contract shall remain in full force and effect. IN THE EVENT BUYER(S) DOES NOT SERVE NOTICE OF FAILURE TO PROCURE
 44 SAID LOAN COMMITMENT UPON SELLER(S) AS HEREIN PROVIDED, THEN THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND
 45 EFFECT WITHOUT ANY LOAN CONTINGENCIES.

47 6. BUILDING AND SEWAGE PERMITS CONDITION: This Contract is subject to the condition that Buyer(s) obtain within _____ business days
 48 after the date of this Contract, at Buyer's expense, a building permit and an acceptable septic percolation test or sewage tap-out permit from the
 49 applicable governmental agency having jurisdiction over the subject Property. If Buyer(s) has properly, diligently, and promptly applied for said
 50 permits and approvals and has been unable to obtain them within the time specified, Buyer(s) may, at Buyer's option, within one (1) business day
 51 of the time specified, serve written notice of such failure and inability to obtain the necessary permits upon Seller(s) or Seller's attorney, and in
 52 such event this Contract shall become null and void and all earnest money paid by Buyer(s) shall be refunded to Buyer(s). IN THE EVENT
 53 BUYER(S) DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED
 54 AND THE PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

56 7. SOIL TEST/FLOOD PLAIN CONDITION: This contract is subject to buyer obtaining within _____ business days from date of accep-
 57 tance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer's choice on the Property to obtain the necessary permits from
 58 the appropriate governmental authorities for the improvement contemplated by the Buyer. Such determination and tests shall be at Buyer's
 59 expense. In the event Flood Plain Determination and such tests are unsatisfactory, at the option of Buyer, and upon written notice to Seller within
 60 one (1) business day of the time set forth above, this contract shall be null and void and earnest money shall be refunded to Buyer upon mutual
 61 written direction of Seller and Buyer to the escrow agent. In the event the Buyer does not serve written notice within the time specified herein, this
 62 provision shall be deemed waived by all parties hereto and this contract shall continue in full force and effect.

64 8. PRORATIONS: (a) Real estate taxes payable shall be paid by or at closing by Seller. Real estate taxes that are a lien on the Property but not
 65 yet payable shall be prorated to the date of closing as follows: (check one)
 66 () (i) Based upon 105% of the most recent available tax bill; or
 67 () (ii) Based upon the most recent net tax valuation factors, the latest known equalization factors, and the latest known tax rate. (b)
 68 Homeowner's Association dues, maintenance charges, assessments and other items customarily prorated shall be prorated as of the date of
 69 closing; (c) The parties agree to take all necessary steps to obtain a tax division for the Property, if necessary.

71 9. OTHER TERMS AND CONDITIONS: This Contract incorporates the Terms and Conditions set forth above, on the reverse side and the Riders
 72 signed by the parties and attached hereto numbered: _____

74 CONTINGENT UPON APPROVAL OF DIXMOOR VILLAGE BOARD
 75 THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED UNDER THE SUPERVISION OF THE REALTOR ASSOCIATION OF
 76 THE WESTERN SUBURBS AND THE DUPAGE COUNTY BAR ASSOCIATION. THE PARTIES ARE CAUTIONED THAT THIS IS A LEGALLY
 77 BINDING CONTRACT AND TO SEEK LEGAL COUNSEL.

79 Date of Acceptance _____ (The date shall be inserted only after the parties have agreed to all the
 80 terms and conditions of this Contract.)
 81 BUYER(S) By: Martha Roggins SELLER(S) _____
 82 ITS: Village President Tax ID/SS No. MATTIE CARTER
 83 Tax ID/SS No. _____
 84 BUYER(S) _____ SELLER(S) _____
 85 Tax ID/SS No. _____
 86 BUYER'S AGENT _____ IDENTITY OF AGENTS AND ATTORNEYS _____
 87 If same agent for Seller and Buyer, execute Consent to Dual Agency. SELLER'S AGENT _____
 88 COMPANY NAME _____ COMPANY NAME _____
 89 BUYER'S ATTORNEY _____ SELLER'S ATTORNEY _____

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10. ATTORNEY'S MODIFICATION: The terms of this Contract (and all riders attached) except purchase price are subject to modification by the parties attorneys within five (5) business days from the date of acceptance. Notice of modification, if any, shall be in writing and shall state the specific terms being modified and the suggested revisions. If within ten (10) business days of the date of acceptance, agreement is not reached, this Contract shall be null and void and all earnest money shall be returned to Buyer(s).

11. THE DEED: Seller(s) shall convey or cause to be conveyed to Buyer(s) or at Buyer's direction, by recordable, stamped general warranty deed or Trustee's deed if applicable, good title to the Property subject only to the following "permitted exceptions" if any, none of which shall impair the use of the Property as intended: (a) General real estate taxes not due and payable at time of closing; (b) Special Assessments confirmed after this Contract date; (c) Building, building line and use or occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, leoders, laterals and drain tile, pipe or other conduit; (g) if the Property is part of any homeowners association, the title may also be conveyed subject to: (i) terms, provisions, covenants, and conditions of any Homeowners Association Declaration, and all amendments thereto; (ii) any easement established by or implied from the Declaration or amendments thereto; and (h) Installments of association assessments due after the date of closing.

12. PERFORMANCE: Time is of the essence of this Contract. Should Buyer(s) fail to perform this Contract, then at the option of Seller(s) and upon written notice to Buyer(s), the earnest money shall be forfeited by Buyer(s) as liquidated damages and this Contract shall thereupon become null and void and Seller(s) shall have the right, if necessary and applicable, to take possession of the Property aforesaid, and all rights in and title to the Property and any and all improvements made upon said Property by Buyer(s) shall vest in Seller(s). Buyer(s) or Seller(s) shall pay all reasonable attorney's fees and costs incurred by the prevailing party in enforcing the terms and provisions of this Contract, including forfeiture or specific performance, or in defending any proceeding to which Buyer(s) or Seller(s) is made a party as a result of the acts or omissions of the other party.

13. SELLER'S REPRESENTATION: Seller(s) represents that no notice of any ordinance violation or pending special assessment, condemnation, rezoning or annexation from any governmental body in connection with the Property has been received by Seller.

14. TITLE: (a) At least five (5) business days prior to the closing date, Seller(s) shall furnish or cause to be furnished to Buyer(s), at Seller's expense, a commitment issued by a title company licensed to do business in the State of Illinois to issue an owner's title insurance policy on the current form of American Land Title Association Owners Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the "Permitted Exceptions" as set forth in paragraph 11; (2) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing in which case an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller(s) at closing; and (3) acts done or suffered by, Seller(s) shall have ten (10) business days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the closing date shall be delayed, if necessary, during said ten (10) business day period to allow Seller(s) time to have said exceptions waived. If Seller(s) 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, Buyer(s) may terminate the Contract between the parties, or may elect, upon notice to Seller(s) within five (5) business days after the expiration of the ten (10) business day 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 Buyer(s) does not so elect, this Contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer(s) hereunder shall be refunded. (c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title as therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

15. AFFIDAVIT OF TITLE: Seller(s) shall furnish Buyer(s) at closing with an Affidavit of Title, covering the date of closing, subject only to those permitted exceptions set forth in paragraph 11, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 14. In the event that this Contract between the parties calls for title to be conveyed by a Trustee's Deed, the Affidavit of Title required to be furnished by Seller(s) shall be signed by the beneficiaries of said Trust.

18. ESCROW CLOSING: At the election of Seller(s) or Buyer(s), upon notice to the other party not less than five business (5) days prior to the closing date, the sale shall be closed through an Escrow with a title company licensed to do business in the State of Illinois, in accordance with the general provisions of a deed and money escrow agreement consistent with the terms of this Contract. Upon creation of such an Escrow, anything in this Contract between the parties to the contrary notwithstanding, payment of the purchase price and delivery of the Deed shall be made through the Escrow. The cost of the Escrow shall be divided equally between Seller(s) and Buyer(s), except that Buyer(s) shall pay the money lender's escrow charges.

17. NOTICES: All notices required pursuant to this Contract shall be in writing and signed by Seller or Buyer or their attorney or attorney in fact and shall be given by: (a) certified or registered mail, return receipt requested, and sent to the Parties or their attorneys at the addresses recited herein, which notice shall be effective on the date of post mark in the U.S. mail or (b) personally served on the Seller, Buyer or the attorney or (c) transmission of notice between the parties or their attorneys via facsimile shall be sufficient, provided that the notice transmitted shall be sent on business days (Monday through Friday excluding weekends and legal holidays), during business hours (9:00 am to 5:00 pm). If the facsimile is sent on a Saturday, Sunday or legal holiday or after 5:00 pm Monday through Friday, the effective date shall be the next business day. Notice to any one of a multiple person party shall be sufficient notice to all.

16. SURVEY: Prior to closing date, Seller(s) shall at Seller's expense deliver to Buyer(s) or Buyer's attorney a spotted survey of the Property, dated not more than 6 months prior to the closing date, certified by a licensed surveyor, having all corners staked and showing all improvements, easements and building lines existing as of the Contract date. If requested, Seller(s) shall provide an affidavit verifying that no changes and improvements have been made since the date of said survey.

19. BUYER'S ACKNOWLEDGEMENT: THE BUYER(S) ACKNOWLEDGES THAT NO REPRESENTATIONS OF SELLER(S) OR THEIR REPRESENTATIVE AGENT(S) REGARDING ZONING LAWS, BUILDING LINES, FLOOD PLAIN DETERMINATION, USE AND OCCUPANCY RESTRICTIONS, CONDITIONS AND COVENANTS OF RECORD NOT EXPRESSLY CONTAINED HEREIN ARE BEING RELIED UPON BY BUYER(S).

20. TRANSFER TAX STAMPS: (a) Seller(s) shall pay for the State of Illinois and County Real Estate Transfer Tax Stamps. (b) Any applicable City or Village transfer tax shall be paid by the party designated in the Ordinance of the Municipality imposing the tax except if no party is so designated, then the City or Village transfer tax shall be paid by Buyer(s).

21. STATUTORY COMPLIANCE: Buyer(s) and Seller(s) shall provide and consent to the reporting of all information regarding the sale required by any act, regulation or statute, including all amendments thereto, of the United States of America, or the State of Illinois or any agency or subdivision thereof.

22. MERGER OF AGREEMENTS: This Contract contains the entire agreement between the parties hereto. All negotiations between the parties are merged in this Contract, and there are no understandings or agreements other than those incorporated in this Contract.