



VILLAGE OF THORNTON

Regular Board Meeting

April 01, 2024 at 7:15 PM

Village Hall – 115 East Margaret St

AGENDA

I. Call to Order

II. Approval of Committee & Regular Meeting Minutes; and Vouchers

III. Public Comment

IV. Committee Topics

V. Engineer Kaminsky

[A.](#) Temporary Tank Proposal - Approval

VI. Attorney Dillner

[A.](#) Library Lease Renewal - Approval

[B.](#) Bud's RC Track Use Agreement - Approval

[C.](#) Gallagher Asphalt Use Agreement - Approval

[D.](#) 308 Schwab Sale Contract - Approval

VII. Acting President Pisarzewski

VIII. Executive Session

IX. Old & New Business

X. Adjournment

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
ATSI				
6215	01/27/2024	CYBER ATTACK RECOVERY	01-50-8300 Legal Settlements	6,507.50
6216	01/31/2024	CYBER ATTACK RECOVERY	01-50-8300 Legal Settlements	4,583.75
6220	02/04/2024	CYBER ATTACK RECOVERY	01-50-8300 Legal Settlements	1,330.00
6222	02/11/2024	CYBER ATTACK RECOVERY	01-50-8300 Legal Settlements	4,940.00
6233	03/14/2024	COMPUTER HARDWARE	01-50-8007 Computer Support	159.10
6234	03/17/2024	COMPUTER HARDWARE	01-50-8007 Computer Support	110.22
Total ATSI:				17,630.57
BLUECROSS BLUESHIELD OF ILLINOIS				
769322 April 20	03/15/2024	HEALTH INSURANCE	01-01-2231 EFC contributions payable	48,761.40
VSF0152965-1	03/12/2024	LIFE INSURANCE	01-01-2231 EFC contributions payable	754.07
Total BLUECROSS BLUESHIELD OF ILLINOIS:				49,515.47
BRANIFF COMMUNICATIONS, INC.				
0035282	03/08/2024	MAINT. WARNING SIRENS	01-69-7018 Maint-equipment	308.80
Total BRANIFF COMMUNICATIONS, INC.:				308.80
BRIDGESTONE RETAIL OPERATIONS				
238325	10/21/2023	VEHICLE MAINTENANCE	01-67-7002 Maint-vehicles	7.79
238527	10/21/2023	VEHICLE MAINTENANCE	01-67-7002 Maint-vehicles	75.38
Total BRIDGESTONE RETAIL OPERATIONS:				83.17
CHICAGO POLICE DEPARTMENT				
RYAN 1.16 TO	03/28/2024	SALARY REIMBURSEMENT RYAN 1.16.24 TO	15-67-7075 ISATT Sworn Law Enforcem	16,306.52
RYAN 1.16 TO	03/28/2024	SALARY OT REIMBURSEMENT RYAN 1.16.2	15-67-7077 ISATT Sworn Law Enforce	1,536.95
RYAN 10.16.23	03/28/2024	SALARY REIMBURSEMENT 10.16.23 TO 11.1.	15-67-7075 ISATT Sworn Law Enforcem	15,057.16
RYAN 10.16.23	03/28/2024	SALARY OT REIMBURSEMENT 10.16.23 TO 1	15-67-7077 ISATT Sworn Law Enforce	1,024.49
RYAN 11.16.23	03/28/2024	SALARY REIMBURSEMENT RYAN 11.16.23 T	15-67-7075 ISATT Sworn Law Enforcem	15,707.16
RYAN 11.16.23	03/28/2024	SALARY OT REIMBURSEMENT RYAN 11.16.2	15-67-7077 ISATT Sworn Law Enforce	35.33
RYAN 12.16.23	03/28/2024	SALARY REIMBURSEMENT RYAN 12.16.23	15-67-7075 ISATT Sworn Law Enforcem	15,057.16
RYAN 12.16.23	03/28/2024	SALARY OT REIMBURSEMENT RYAN 12.16.2	15-67-7077 ISATT Sworn Law Enforce	600.57
RYAN 2.16.24	03/28/2024	SALARY REIMBURSEMENT RYAN 2.16.24 TO	15-67-7075 ISATT Sworn Law Enforcem	15,471.06
RYAN 2.16.24	03/28/2024	SALARY REIMBURSEMENT RYAN 2.16.24 TO	15-67-7077 ISATT Sworn Law Enforce	1,501.63
RYAN 9.16.23	03/28/2024	SALARY REIMBURSEMENT 9.16.23 TO 10.1.2	15-67-7075 ISATT Sworn Law Enforcem	15,057.16
RYAN 9.16.23	03/28/2024	SALARY OT REIMBURSEMENT 9.16.23 TO 10	15-67-7077 ISATT Sworn Law Enforce	1,731.02
Total CHICAGO POLICE DEPARTMENT:				99,086.21
CITY OF BURBANK				
TUDRYN 2.2.2	03/20/2024	TUDRYN 2.2 TO 2.10.24	15-67-7075 ISATT Sworn Law Enforcem	13,304.81
TUDRYN 2.2.2	03/20/2024	TUDRYN 2.2 TO 2.10.24	15-67-7077 ISATT Sworn Law Enforce	656.17
Total CITY OF BURBANK:				13,960.98
COM ED				
2222 1.25.24-3	03/05/2024	5008942222	01-63-7041 Electricity-hst s-vldgs	25.34
47000 1.24.24-	03/05/2024	1065847000	01-63-7041 Electricity-hst s-vldgs	37.70

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
6000 1.25.24-3	03/05/2024	8334936000	01-63-7041 Electricity-hst s-vldgs	168.10
97000 1.31.24-	03/13/2024	46526970000	02-74-7041 Electricity-pumps	1,024.65
Total COM ED:				1,255.79
COOK COUNTY STATES ATTORNEYS OFFICE				
CVITKOVIC 2.1	03/18/2024	CVITKOVIC 2.11 TO 3.9	15-67-7075 ISATT Sworn Law Enforcem	10,848.32
CVITKOVIC 2.1	03/18/2024	CVITKOVIC 2.11 TO 3.9	15-67-7077 ISATT Sworn Law Enforce	4,209.88
KEATING 2.11	03/18/2024	KEATING 2.11 TO 3.9	15-67-7075 ISATT Sworn Law Enforcem	9,284.72
KEATING 2.11	03/18/2024	KEATING 2.11 TO 3.9	15-67-7077 ISATT Sworn Law Enforce	3,762.69
Total COOK COUNTY STATES ATTORNEYS OFFICE:				28,105.61
CSEDC-CHICAGO SOUTHLAND				
20-2024	03/07/2024	MEMBERSHIPS	01-50-8002 Memberships	1,000.00
Total CSEDC-CHICAGO SOUTHLAND:				1,000.00
CURRIE MOTORS				
630645	02/27/2024	A-45	01-69-7002 Maint-vehicles	389.85
Total CURRIE MOTORS:				389.85
EAGLE UNIFORM CO., INC.				
20212	03/11/2024	F.D. UNIFORMS	01-69-8013 Uniforms	69.75
Total EAGLE UNIFORM CO., INC.:				69.75
FP Mailing Solutions				
RI106140916	03/07/2024	POSTAGE	01-51-7065 Postage	383.70
Total FP Mailing Solutions:				383.70
GALLAGHER MATERIALS CORP.				
23239GE Final	10/30/2023	PROJECT #2206-020	05-63-8067 Infrastructure Improvements	155,000.00
23239GE Final	10/30/2023	PROJECT #2206-020	16-80-8067 Infrastructure Improvements	43,570.13
Total GALLAGHER MATERIALS CORP.:				198,570.13
HOMEWOOD CURRENCY EXCHANGE				
03.06.2024	03/06/2024	REJECTED CHECK AND FEES	01-50-8006 Miscellaneous	113.61
Total HOMEWOOD CURRENCY EXCHANGE:				113.61
JDM COLLISION				
10499	03/18/2024	VEHICLE REPAIR	15-67-7002 Vehicle Maintenance/Fuel	3,749.94
Total JDM COLLISION:				3,749.94
KODA AUTO ELECTRONICS				
3541	03/22/2024	VEHICLE UPFIT CMATI CAR	15-68-8064 Equipment Purchases	5,471.96
Total KODA AUTO ELECTRONICS:				5,471.96
KRUNCH TIME AUTO				
10624	01/11/2024	OIL CHANGE	01-69-7002 Maint-vehicles	44.03

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total KRUNCH TIME AUTO:				44.03
LANER MUCHIN DOMBROW BECKER				
662630	03/01/2024	RETAINER-MAR. 2024	01-54-7071 Legal fees-labor	800.00
Total LANER MUCHIN DOMBROW BECKER:				800.00
LANSING HEATING & AIR				
123026	03/18/2024	HEATERS AT FD - C.I.P. APPROVED	08-69-8066 Building Improvements	9,655.68
Total LANSING HEATING & AIR:				9,655.68
LEGACY FIRE APPARATUS				
18687	03/12/2024	T-45 REPAIR	01-69-7002 Maint-vehicles	534.71
18714	03/17/2024	T-45 REPAIR	01-69-7002 Maint-vehicles	1,025.00
Total LEGACY FIRE APPARATUS:				1,559.71
MENARDS - HOMEWOOD				
74272	03/18/2024	FD SUPPLIES	01-69-8014 Supplies-operating	191.66
Total MENARDS - HOMEWOOD:				191.66
MUNICIPAL COLLECTION SERVICES				
026440	02/29/2024	IDROP COLLECTIONS	01-67-7025 Contractual services	143.90
Total MUNICIPAL COLLECTION SERVICES:				143.90
NICOR				
10008 FEB.202	03/08/2024	65-45-66-1000 8	02-74-7042 Heat	183.10
34960 JAN. 20	03/14/2024	45568334960	01-63-7042 Heat	185.46
46309 JAN. 20	03/08/2024	77-65-82-4630 9	02-74-7042 Heat	268.06
60503 MAR.20	03/08/2024	97-98-79-6050 3	02-74-7042 Heat	42.99
77483 APRIL 2	03/08/2024	77411777483	01-63-7042 Heat	701.76
Total NICOR:				1,381.37
Office Depot				
357182669001	03/22/2024	OFFICE SUPPLIES	15-67-8012 Materials/Supplies	83.53
358226620001	03/22/2024	OFFICE SUPPLIES	15-67-8012 Materials/Supplies	19.69
358226622001	03/22/2024	OFFICE SUPPLIES	15-67-8012 Materials/Supplies	30.78
Total Office Depot:				134.00
PARISE, MARIA				
3/22/24	03/22/2024	TRAVEL REIMBURSEMENT	15-67-8003 Travel/Training	399.76
Total PARISE, MARIA:				399.76
RAY O'HERRON CO. INC,				
2320632	01/25/2024	UNIFORMS @ PD	01-67-8013 Uniforms	374.94
2321422	01/30/2024	UNIFORMS @ PD	01-67-8013 Uniforms	243.20
2333109	03/26/2024	UNIFORMS @ PD	01-67-8013 Uniforms	133.99
Total RAY O'HERRON CO. INC,:				752.13

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
ROBINSON ENGINEERING LTD.				
24030185	03/15/2024	PROJECT 22-R0568.04	14-74-7076 ENGINEERING/ARCHITEC	6,575.00
24030307	03/22/2024	PROJECT 24-R0314.02	04-80-7076 MFT engineering	10,445.75
24030326	03/22/2024	PROJECT 24-R0314	04-80-7076 MFT engineering	1,061.00
Total ROBINSON ENGINEERING LTD.:				18,081.75
RYAN GORMAN				
3.14.24	03/14/2024	GORMAN TRAVEL 3/13/24	15-67-8003 Travel/Training	50.00
3.25.24	03/25/2024	GORMAN TRAVEL 3/21/24	15-67-8003 Travel/Training	50.00
Total RYAN GORMAN:				100.00
SECRETARY OF STATE POLICE				
PAYROLL MAR	03/28/2024	SOS OT MARCH 1-15 2024	15-67-7077 ISATT Sworn Law Enforce	7,381.70
Total SECRETARY OF STATE POLICE:				7,381.70
SSMMA				
2024-148	03/27/2024	SSMMA DINNER MEETING	01-50-8002 Memberships	430.00
Total SSMMA:				430.00
STRYKER SALES CORP.				
9205570991D	03/12/2024	EQUIPMENT	08-69-8064 Equipment Acquisition	19,396.80
Total STRYKER SALES CORP.:				19,396.80
Surefire Cyber, Inc				
2593	01/31/2024	CYBER ATTACK RECOVERY	01-50-8300 Legal Settlements	18,650.94
2765	02/29/2024	CYBER ATTACK RECOVERY	01-50-8300 Legal Settlements	7,471.60
Total Surefire Cyber, Inc:				26,122.54
Trust Tech, LLC				
21048P	01/31/2024	CYBER ATTACK RECOVERY	01-50-8300 Legal Settlements	9,450.00
Total Trust Tech, LLC:				9,450.00
VILLAGE OF THORNTON SOSDC				
FEBRUARY 20	03/07/2024	WHEEL LOCK	15-67-8064 Equipment Purchases	277.29
FEBRUARY 20	03/07/2024	TINTING 5 VEHICLES	15-67-7002 Vehicle Maintenance/Fuel	310.00
FEBRUARY 20	03/07/2024	LODGING GORMAN	15-67-8003 Travel/Training	137.64
FEBRUARY 20	03/07/2024	FLEX PIPE 15 CADILLAC	15-67-7002 Vehicle Maintenance/Fuel	225.00
FEBRUARY 20	03/07/2024	2015 CADILLAC	15-67-7002 Vehicle Maintenance/Fuel	461.27
FEBRUARY 20	03/07/2024	2023 FORDS WINDOW TINT X2	15-67-7002 Vehicle Maintenance/Fuel	800.00
FEBRUARY 20	03/07/2024	OFFICE SUPPLIES	15-67-8012 Materials/Supplies	128.95
FEBRUARY 20	03/07/2024	OVERNIGHT POSTAGE	15-67-8012 Materials/Supplies	46.85
FEBRUARY 20	03/07/2024	PRIORITY MAIL	15-67-8012 Materials/Supplies	16.40
FEBRUARY 20	03/07/2024	STARTER 18 GMC	15-67-7002 Vehicle Maintenance/Fuel	409.54
FEBRUARY 20	03/07/2024	LODGING EASTON	15-67-8003 Travel/Training	119.77
FEBRUARY 20	03/07/2024	VEHICLE SUPPLIES	15-67-8012 Materials/Supplies	65.99
FEBRUARY 20	03/07/2024	BRAKE CLEANER	15-67-8012 Materials/Supplies	79.02
FEBRUARY 20	03/07/2024	LODGING GORMAN	15-67-8003 Travel/Training	119.77
FEBRUARY 20	03/07/2024	DIAGNOSTICS 15 CAD	15-67-7002 Vehicle Maintenance/Fuel	234.35
FEBRUARY 20	03/07/2024	S SUB ASSOC C OF P	15-67-8003 Travel/Training	25.00
FEBRUARY 20	03/07/2024	FIVECAST INC PARISE TRAINING	15-67-8003 Travel/Training	617.40

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
FEBRUARY 20	03/07/2024	SHOCK GUARD SOCKETS CMATI	15-68-8064 Equipment Purchases	57.24
FEBRUARY 20	03/07/2024	HOME DEPOT CMATI	15-68-8064 Equipment Purchases	298.88
FEBRUARY 20	03/07/2024	HOME DEPOT DRILLS	15-67-8064 Equipment Purchases	507.00
FEBRUARY 20	03/07/2024	SIGNS FOR VAN	15-67-8064 Equipment Purchases	120.00
Total VILLAGE OF THORNTON SOSDC:				5,057.36
WENTWORTH TIRE				
30057792	02/21/2024	NEW TIRES	15-67-7002 Vehicle Maintenance/Fuel	605.36
30057803	02/22/2024	OIL CHANGE & WIPER BLADES	15-67-7002 Vehicle Maintenance/Fuel	85.42
30058187	03/15/2024	BATTERY	15-67-7002 Vehicle Maintenance/Fuel	249.00
30058206	03/18/2024	HEADLIGHTS	15-67-7002 Vehicle Maintenance/Fuel	64.99
30058308	03/25/2024	BATTERY/INSTALL/WARRANTY	15-67-7002 Vehicle Maintenance/Fuel	140.00
Total WENTWORTH TIRE:				1,144.77
Grand Totals:				521,922.70

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
GENERAL FUND				
Total GENERAL FUND:				110,107.25
WATER FUND				
Total WATER FUND:				1,518.80
MOTOR FUEL TAX FUND				
Total MOTOR FUEL TAX FUND:				11,506.75
GRANTS				
Total GRANTS:				155,000.00
CAPITAL PROJECTS FUND				
Total CAPITAL PROJECTS FUND:				29,052.48
WATER FUND CAPITAL IMPROVEMENT				
Total WATER FUND CAPITAL IMPROVEMENT:				6,575.00
SOS GRANT				
Total SOS GRANT:				164,592.29
REBUILD ILLINOIS FUND				
Total REBUILD ILLINOIS FUND:				43,570.13
Grand Totals:				521,922.70

Tomcat Consultants, LLC

Section V, Item A.

P.O. Box 317
111 S. Fourth Street
Rosebud, MO 63091
Phone: 573.764.5255/7255
Fax: 573.764.6255



www.tomcatconsultants.com

tapco@fidnet.com

Clyde H. Zelch, President-Member
Cell: 314-630-1630

March 21, 2024

Robinson Engineering 127 N. Walnut Street, Suite 200 Itaska, IL 60143 Office: 847-250-5635

Contacts: Renee Welter / Rick Leber @ 847-343-3366

THORNTON, IL TEMPORARY STORAGE PROPOSAL

We are pleased to present this proposal to provide approximately 35,000 gallons in temporary storage capacity with (4) portable hydro-pneumatic tanks. Tanks will be moved in, set up, connected as needed, and removed when the project completes.

THE TOTAL FOR ONE MONTH (up to 30 days) WILL BE \$ 30,000.00

If additional tank rental time is still needed after 30 days the cost will be \$ 575.00 per day.

This proposal is based on the following:

- This being a single or multi-trip set-up with connection being made thru hoses to fire hydrant or other approved method.
- A truck & trailer being able to travel all access roads with-out the assistance of other equipment or tow trucks. Should other equipment or autos be needed to mobilize or demobilize at any time they will be provided by others.
- It is understood that the portable tank can leave an impression in the ground from either moving it in or out, or from being parked. Any possible damage to the ground from these situations will be addressed by others.
- This proposal **DOES NOT INCLUDE** the pulling of or testing of any water samples; fencing or barricades of any type; any insulation or heat tape to prevent freezing of lines, hoses or tanks should work be done in colder weather; or site preparation/ restoration. **If any of these items are required additional costs, to be determined, will apply, or will be performed/provided by others.**
- **ADD \$ 550 per day + expenses for technician labor/travel if required beyond our stated procedures at set-up or tear down.**

This proposal is good for 60 days. If accepted please sign, date, and return to the fax, e-mail, or address above
No work can begin without a signed proposal on file. We appreciate the opportunity to work with you on this project.

Insurance Info:

Our company provides \$3,000,000 in General Liability Insurance-Worker's Compensation at or above State required limits-\$1,000,000 Auto Insurance - \$3,000,000 Excess/Umbrella Liability. ****Any requirements above our current amounts will only be added at the customer's expense.**** Additional Insured listing, if requested, may have an extra charge of \$25 per entity (town, engineer, contractor, etc.) on any policy. Endorsements and/or Waiver of Subrogation, may come at additional charges, to be determined at the time. Our policies and coverages may be changed upon yearly renewal.

Hold Harmless Agreement:

By signing & dating our proposal you also agree to release, waive, discharge and covenant not to sue and hold harmless from any and all liability, claims, costs and expenses whatsoever arising out of or related to any loss, damage, or injury, that may be sustained in the process of renting this temporary water storage equipment.

Payment Information:

Unless prior arrangements have been made all invoices are due and payable within 30 days of the issued invoice date. Finance charges of 1.5% will apply on any outstanding monthly balances. Accepted forms of payment are: Check or ACH Electronic transfer (with approval), no credit / debit cards.

Clyde H. Zelch

Clyde H. Zelch, President-Member

Representative Signature

Date

RESOLUTION
VILLAGE OF THORNTON AND THORNTON PUBLIC LIBRARY
LEASE

WHEREAS, the Village of Thornton wishes to extend the Lease with the Thornton Public Library for the use of property located at 115 East Margaret Street, Thornton, Illinois 60476; and

WHEREAS, the parties desire to execute a new lease which extends the termination date and amends other terms.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Thornton as follows:

SECTION 1: That the President and Village Clerk of the Village of Thornton are authorized to execute the Lease between the Village of Thornton (Landlord) and the Thornton Public Library (Tenant), a copy of which is attached to this Resolution as Exhibit A.

PASSED by the President and Board of Trustees of the Village of Thornton, Cook County, Illinois, this 1st day of April, 2024.

AYE: _____

NAY: _____

ABSENT: _____

APPROVED by me this 1st day of April, 2024.

Joseph Pisarzewski
Village Acting President
Village of Thornton

PUBLISHED in pamphlet form by authority of the Corporate Authorities on

_____, 2024.

ATTEST:

Debra L. Pisarzewski
Village Clerk
Village of Thornton

Y:\Scott\Thornton\Resol\Resolution – Commercial Lease for Thornton Public Library – 3-28-24

LEASE

THIS LEASE AGREEMENT is made as of this 1st day of April, 2024, by and between the VILLAGE OF THORNTON (“Landlord”), an Illinois Municipal Corporation, and the Village of Thornton Public Library, an Illinois Not-For-Profit Corporation, (“Tenant”).

**ARTICLE I
PREMISES**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms, covenants and conditions hereof, the building and premises located at 115 East Margaret Street, Thornton, Illinois 60476, PIN: 29-34-125-001-0000 (the “Premises”), more specifically, identified as:

The West Portion of the Municipal Building Complex Commonly Known
As 115 E. Margaret Street, Thornton, Illinois 60476.

**ARTICLE II
TERM**

The term of this Lease shall commence on May 1, 2024, and shall end on April 30, 2044 (the “Lease Term”), unless sooner terminated as herein provided. A “Lease Year” shall be defined for purposes of this Lease as any year-to-year period occurring during the Lease Term.

The Tenant shall have an option to renew this Lease under the same terms and conditions except for rent, which shall be negotiated between the Landlord and Tenant for two (2) successive 10-year terms, provided that the Tenant is not in default of the terms of this agreement and serves written notice of the intent for the option term prior to the expiration of the existing term.

**ARTICLE III
RENT**

3.1 **Base Rent.** Tenant covenants and agrees to pay to Landlord rental during the term of this Lease, including any renewal thereof, promptly when due and without setoff or deduction of any amount for any reason, base rent at the rate of ONE DOLLAR (\$1.00) per year.

3.2 **Payment of Rent.** All rent shall be paid to the order of Landlord or such other party or location as Landlord shall from time to time direct.

3.3 **Taxes.** The property is currently tax exempt. In the event that real estate taxes are levied on the premises by virtue of this Lease, Tenant shall pay all real estate taxes levied on the premises when due.

**ARTICLE IV
COMPLIANCE WITH REQUIREMENTS**

Tenant will promptly a) comply with and cure any violations of applicable laws, ordinances and other legal requirements pertaining to the Premises, which Tenant causes; and b) procure, maintain and comply with all permits, licenses and other authorizations required for the use of the Premises and for the lawful operation, maintenance and repair of the Premises or any part thereof, except for permits, licenses and other authorizations required for the maintenance and repair obligations required by Landlord hereunder. Tenant shall use its best efforts not to do or permit any act or thing which constitutes a public or private nuisance. If the Tenant shall change the operation or use or permit a change in the operation or use of any part of the Premises from the initial operation and use thereof approved by Landlord, the result of which may invalidate or increase the premium cost of any policy of insurance carried by Landlord, Tenant upon demand by Landlord shall pay such additional premium cost to Landlord.

**ARTICLE V
COVENANT AGAINST LIENS**

Tenant agrees not to suffer or permit any mechanic's lien, charge or order to be filed against the Premises. If because of any act or omission of Tenant, any mechanic's lien charge or order for the payment of money shall be filed against the Premises, Tenant shall, at its own expense, cause the same to be discharged of record or bonded over within thirty (30) days after written notice from Landlord to Tenant of the filing thereof. If Tenant shall fail to cause any such lien to be discharged of record or bonded within the period required for such discharge or bonding, then Landlord shall have the right to cause the same to be discharged without obligation to investigate the validity of any such lien, and Tenant shall promptly reimburse Landlord for any amount so paid by Landlord, including reasonable attorneys' fees and any other expenses or costs thereby incurred.

**ARTICLE VI
MAINTENANCE, ALTERATIONS AND ADDITIONS**

6.1 **Maintenance and Repairs.** By taking possession of the Premises, Tenant accepts the Premises as being in good and sanitary order, condition and repair, and in the condition in which Landlord is obligated to deliver it. Tenant shall, at all times during the Term, keep the Premises and every part thereof in good condition, excepting damage thereto by fire, earthquake, act of God or the elements. Tenant shall upon the expiration or sooner termination of the Term, surrender to Landlord the Premises and all repairs, changes, alterations, fixtures, additions, improvements thereto in the same condition as when received, or when first installed,

ordinary wear and tear excepted. It is hereby understood and agreed that Landlord has no obligation to alter, remodel, improve, repair, decorate, or paint the Premises, and that representations respecting the condition of the Premises have been made by Landlord to Tenant, except as specifically herein set forth. The Library agrees, at its own expense, to pay all costs for the maintenance, repair and improvements to the premises and to pay all utilities and operational costs associated with the premises during the term of this Lease or any extensions thereof.

6.2 Landlord's Right of Entry. Tenant shall allow entry by Landlord, its agents or employees for the purpose of routine housekeeping duties furnished by Landlord and to make such examination, repairs, alterations, and improvements as Landlord shall desire or deem necessary to the Premises from time to time, provided that Landlord shall use reasonable efforts to limit its entry, where possible, so as not to interfere with Tenant's business. Moreover, if Tenant does not keep the Premises in good repair and in a clean, sightly and healthy condition, Landlord may enter the Premises, but it is not required to do so, directly or by his agents or employees without such entry causing or constituting a termination of this Lease or an interference with the possession of the Premises by Tenant and Landlord may cause the premises to be placed in such a state of repair, sightliness, healthiness and cleanliness as existed at the date of the execution of this Lease and Landlord may charge and Tenant agrees to pay as Additional Rent, the expenses of Landlord incurred under the terms of this provision.

6.3 Alterations and Additions. After the commencement of the Lease, all structural alterations, improvements, additions or installations in or to the Premises, and the performance of all fixturing, furnishing, equipping and other similar work in the Premises proposed to be done by or at the request of Tenant shall require Landlord's prior written consent, which consent shall not be unreasonably withheld. Before commencement of any such work or delivery of any materials into the Premises, Tenant shall employ or retain only the services of licensed, bonded and insured contractors and shall obtain all necessary permits and licenses and submit plans and specifications to Landlord for its written approval. Tenant agrees to hold Landlord and Landlord's beneficiaries, agents and employees forever harmless against all claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with such work. Tenant shall pay the cost of all such work, including necessary repairs to Landlord's property, occasioned by such work. Upon completion of such work, Tenant shall furnish Landlord with a certificate of the Tenant's architect that the work meets all building codes and shall guarantee that there are no mechanic's liens upon the Premises arising out of the work. All such work shall comply with all insurance requirements and with all laws, ordinances and legal requirements, and shall be done in a good and workmanlike manner and with the use of good grades of materials. All alterations, improvements, additions, installations, fixtures, excluding trade fixtures, to or in the Premises shall and, at the expiration or termination of this Lease shall remain in the Premises as Landlord's property without compensation, allowance or credit to Tenant therefor.

6.4 Tenant and Landlord shall share responsibility for all utilities on a 50/50 basis. Landlord shall pay all utilities and invoice the Tenant.

**ARTICLE VII
INSURANCE**

7.1 **Insurance.** Landlord, at Landlord's expense, will maintain the following insurance at all times during the term of the Lease with insurance companies satisfactory to Landlord:

(a) Comprehensive general liability insurance against any loss, cost or damage to persons or property by reason of, arising out of maintenance of the Premises, contractual liability and personal injury or death coverage, such insurance to be in the sum of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate (or in such greater sum as may from time to time be required by Landlord, based upon amounts of similar insurance coverage maintained by prudent owners or tenants of similar facilities;

(b) Fire, lightning, wind storm, hail storm, air craft, vehicles, smoke, explosion, riot or civil commotion as provided by the Standard Fire and Extended Coverage Policy and all other risks of loss as insured against under Special Extended Coverage Endorsement and extended coverage insurance covering the Premises, such coverage in an amount of not less than the full replacement cost of all additions, alterations and improvements to the Premises but not all furniture, equipment and supplies and other trade fixtures and all other items of Tenant's property on the Premises. The carrying of any insurance by Landlord shall not relieve Tenant of Tenant's obligation to indemnify, defend and hold harmless Landlord, its beneficiaries and any other party as provided under this Lease or constitute the limit of Tenant's liability to Landlord.

(c) Other than stated in (a) and (b) above, all other insurance, including but not limited to Workers' Compensation insurance, Dramshop insurance and insurance covering the property of Tenant shall be Tenant's responsibility.

7.2 **Parties.** The policies of insurance required to be maintained by the parties pursuant to this Article VII shall name as the insured parties, Landlord, Tenant and their respective agents and employees as their respective interests may appear.

**ARTICLE VIII
EMINENT DOMAIN, CONDEMNATION AND CASUALTY**

8.1 If all or any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of condemnation, eminent domain or conveyance in lieu thereof, either party shall have the right, at its option, of giving the other, at any time within thirty (30) days after such taking, notice terminating this Lease. In this instance, no rent shall be due from Tenant effective the date of the taking. Landlord shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Tenant hereby assigns to Landlord any interest it may have in or claim to all or any part of such sums, and Tenant shall have no claim against Landlord for the value of any unexpired term of the Lease. If a substantial part of the Premises shall be so taken or appropriated and neither party hereto shall elect to terminate this Lease, the rental thereafter shall be adjusted on a pro rata basis effective the date of taking. Before Tenant may terminate this Lease by reason of taking or appropriation as above provided, such taking or appropriation shall be so substantial as to prevent Tenant's use and occupancy thereof.

8.2 In addition to the rights of Landlord above, if any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of condemnation, eminent domain, or conveyance in lieu thereof, and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the right, at its sole option, to terminate this Lease, and Landlord shall be entitled to any and all income, rent award, or any interest therein whatsoever in accordance with its rights under Illinois law. Tenant shall likewise be entitled to retain all sums payable to it in accordance with exercise of all its rights under Illinois law. In this instance, no rent shall be due from Tenant effective the date of taking.

8.3 In the event only an insubstantial portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of condemnation, eminent domain, or conveyance in lieu thereof, the Lease shall remain in full force and effect except that rent shall be adjusted on a pro rata basis effective the date of the taking.

8.4 In the event the Premises is damaged by fire or other casualty, Landlord shall forthwith repair the same provided such fire or casualty can, in Landlord's reasonable estimation, be restored, within ninety (90) days from the date of the fire or other casualty, and this Lease shall remain in full force and effect. If such fire or casualty is not the result of any negligence or willful misconduct of Tenant, or its agents or employees, then Tenant shall be entitled to a proportionate abatement in rent from the taking of such fire or casualty, such reduction to be based pro rata to the extent to which the fire or casualty and the taking of such repairs shall interfere with the use and occupancy by Tenant of the Premises. Within thirty (30) days from the date of such fire or casualty, Landlord shall notify Tenant, in writing, whether or not material restoration can be made within the ninety (90) day period, and Landlord's determination shall be binding on Tenant.

8.5 If such repairs cannot, in Landlord's reasonable estimation, be made within ninety (90) days from the date of the fire or the casualty, Landlord shall have the sole option of giving Tenant, at any time within sixty (60) days after such fire or casualty, notice terminating this Lease as of the date of such fire or casualty. In the event of the giving of such notice, this Lease shall expire and all interest of the tenant in the Premises shall terminate as of the date of such fire or casualty as if such date had originally been fixed in this Lease for the expiration the Term. In the event that Landlord does not exercise the above set forth option to terminate this Lease, then Landlord shall repair or restore such damage, this Lease continuously in full force and effect, but the rent hereunder to be proportionately abated as herein provided. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any paneling's, decorations, partitions, additions, railings, ceilings, floor coverings, office fixtures or any other property or improvements installed on the Premises at the expense of Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

In the event that the Landlord should fail to complete such repairs and material restoration within ninety (90) days after the date of such fire or casualty, Tenant may at its option and as its sole remedy terminate the Lease by delivering written notice to Landlord, whereupon the Lease shall end on the date of such notice as if the date of such notice was the originally fixed in this Lease for the expiration of the Term; provided, however, that if construction is delayed because of changes, deletions or additions in construction requested by Tenant, strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed.

8.6 In the event of any fire or other casualty where the Lease is not terminated pursuant to the terms of this Article VIII, Tenant shall immediately repair and restore any portion of the alterations, additions or improvements made by or on behalf of Tenant in the Premises.

8.7 In the event of any damage or destruction to the Premises by any peril covered by the provisions of this Article, Tenant shall upon notice from Landlord, remove forthwith, at its sole cost and expense, such portion or all of the as Landlord shall request and Tenant hereby indemnifies and holds Landlord harmless from any loss, liability, cost and expenses, including attorneys' fees, arising out of any claim of damage or injury as a result of any alleged failure to properly secure the Premises prior to such removal and/or such removal.

8.8 **Non-Liability of Landlord.** Landlord and its beneficiaries shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, electricity, water, rain, or snow leaks from any part of the Premises or leaks or backups from the pipes, appliances, or plumbing works or from the roof, street, or subsurface or from any other place or by dampness or by any other cause of whatever nature. Landlord shall not be liable for any such damage caused by other persons in the Premises, occupants of adjacent property, or the public, quasi-public work or by theft. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any

claims arising out of damage to the same unless such damage shall be caused by the willful act or gross neglect of Landlord, or its agents or employees.

8.9 **Indemnification.** Tenant agrees to indemnify and hold harmless Landlord its beneficiaries, and their respective employees and agents, jointly and severally, from and against any and all claims, liabilities, demands, costs and expenses of every kind and nature, including reasonable attorneys’ fees and litigation expenses, arising from Tenant’s use or occupancy of the Premises or from any breach or default on the part of Tenant hereunder or from the negligence or willful misconduct of Tenant or any permitted assignee, subtenant or occupant, their respective employees, agents, guests, servants, invitees, or customers in or about the Premises, other than by reason of the negligence of Landlord or its employees or agents, or the default of Landlord under this Lease. In the event any such proceeding is instituted against Landlord, or any such party, tenant covenants to defend such proceeding at its sole cost and expense by legal counsel reasonably satisfactory to Landlord, if so requested.

**ARTICLE IX
USE OF PREMISES**

Tenant shall continuously (subject to casualty and condemnation) occupy and use the Premises during the entire term only for operation of The Village of Thornton Public Library. Such use shall not be changed without the written consent of the Landlord, which may be withheld. Tenant shall operate in an efficient, professional and reputable manner.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

10.1 **Assignment.** Tenant shall not, without Landlord’s prior written consent, which consent shall not be unreasonably withheld:

- (a) Assign, sublet, or convey this Lease or any interest under it; or
- (b) Allow any transfer thereof or any lien upon Tenant’s interest by operation of law (other than as hereinafter provided).

10.2 **Effect of Transfer of Lease.** No permitted assignment, sublet or other transfer of this Lease shall relieve Tenant of Tenant’s covenants and agreements hereunder, and Tenant shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no assignment, sublet or transfer had been made. Any transferee of this Lease under this provision shall expressly assume, and by reason of such assignment shall be considered as having assumed, all of the obligations and duties of Tenant hereunder.

10.3 Tenant shall not mortgage this Lease or any interest they may have in this Lease.

**ARTICLE XI
DEFAULT**

11.1 Events of Default. The following shall be deemed events of default (“Events of Default”) by Tenant under this Lease:

(a) Tenant defaults in the payment of any installment of rent and does not cure same within five (5) days after written demand by Landlord that the default be cured; or in the payment of any other charge due under this Lease and does not cure same within fifteen (15) days after written demand by Landlord that the default be cured;

(b) Tenant defaults in the prompt and full performance of any other provision of this Lease, and except in cases of emergency (which defaults shall be cured immediately, if possible), does not cure the default within thirty (30) days after written demand by Landlord that the default be cured, or if such default cannot be cured within said thirty (30) day period, Tenant fails to commence to cure such default within said thirty (30) day period or thereafter fails to diligently and continuously proceed to cure such default;

(c) Tenant makes an assignment for the benefit of creditors or takes any action towards a general compromise of its debts or a composition with its creditors;

(d) A receiver, trustee or liquidator of Tenant or its assets is appointed by entry of an order or judgment or decree by a court of competent jurisdiction and the same is not vacated, discharged, or dismissed within thirty (30) days thereafter;

(e) A petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan or reorganization or arrangement under any chapter of the Bankruptcy Act and same is not discharged or vacated within thirty (30) days thereafter; and

(f) Tenant is voluntarily or involuntarily dissolved.

Upon the occurrence of an event of default by Tenant, Landlord may, if Landlord elects, immediately terminate this Lease and Tenant’s right to possession of the Premises.

11.2 Termination of Lease. In the event Landlord elects to terminate this Lease and Tenant’s right to possession, Landlord shall be entitled to recover immediately from Tenant all damages to which Landlord is entitled under law, specifically including, without limitation, all Landlord’s expenses of reletting (including reasonable costs of repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions).

11.3 Re-Entry. Upon termination of this Lease, whether by lapse of time or otherwise, Tenant shall surrender and vacate the Premises immediately surrendering all keys therefore and deliver possession thereof to Landlord in a clean, good and tenantable condition, ordinary wear and damage by fire or other casualty excepted. Upon the expiration of this Lease or the termination of this Lease not due to a default by Tenant, Tenant shall be entitled to remove from the Premises all trade fixtures, furnishings and other personal property paid for by Tenant,

provided that Tenant shall repair all damages to the Premises resulting from such removal and shall restore the Premises to a tenantable condition. Upon termination of this Lease due to a default by Tenant, Tenant shall not remove any fixtures, furnishings, equipment or personal property from the Premises. In the event possession is not immediately delivered to Landlord, or if tenant shall fail to remove all Tenant's trade fixtures, furnishings, equipment and personal property which Tenant is permitted to remove under the terms hereof, Tenant hereby grants to landlord full and free license to enter into and upon the Premises with process of law for the purpose of returning to Landlord the Premises as of Landlord's former estate, to expel or remove Tenant and any others who may be occupying the Premises and to remove any and all of Tenant's property therefrom.

11.4 Personal Property. Any and all personal property which may be removed from the Premises by Landlord pursuant to Section 11.3 above or pursuant to law and which Tenant fails to remove by the expiration or earlier termination of this Lease, or of Tenant's right to possession of the Premises, shall be conclusively presumed to have been abandoned by Tenant and title thereto shall pass to Landlord without any cost by setoff, credit or otherwise, and Landlord may, at its option:

(a) Accept title to such property in which event Tenant shall be conclusively presumed to have conveyed such property to Landlord under this Lease as a bill of sale;

(b) At Tenant's expense, dispose of such property in a manner that Landlord shall select using reasonable care and prudence; or

(c) At Tenant's expense, store such property. In no event, however, shall Landlord be responsible for the value, preservation or safekeeping of such property other than a duty to use reasonable care and prudence.

11.5 Attorney's Fees. The Tenant shall pay upon demand by Landlord all of the costs, charges and expenses, including reasonable attorneys' fees, incurred by the Landlord in enforcing the obligation of the Tenant under this Lease. The Landlord shall pay upon demand by Tenant all of the costs, charges and expenses, including reasonable attorneys' fees, incurred by the Tenant in enforcing the obligation of the Landlord under this Lease.

11.6 Landlord's Performance. If Tenant shall default in the performance of any of its obligations under this Lease and such default shall continue after the expiration of any notice or cure period provided in this Lease, Landlord may perform such obligation for the account and expense of Tenant without further notice, and Tenant shall reimburse Landlord therefor upon demand.

11.7 Rights Cumulative. All rights and remedies under this Article XI and elsewhere in this Lease shall be distinct, separate and cumulative and none shall exclude any other right or remedy of either party set forth in this Lease.

11.8 **Interest.** All sums owed by the Tenant to the Landlord hereunder shall be paid within ten (10) days of the date when due, and shall thereafter bear interest at the rate of fifteen percent (15%) per annum.

11.9 **Notice of Claim.** Tenant shall, within ten (10) days, provide Landlord written notice of the taking or foreclosure upon the Tenant's fixtures, equipment, chattels, personal property, improvements, rents, issues or profits pursuant to any execution, process or proceeding by a creditor or judgment creditor of Tenant or pursuant to governmental action.

11.10 **Holdover.** Tenant shall pay Landlord for each day Tenant retains possession of the Premises or part thereof after termination hereof by lapse of time or otherwise two hundred percent (200%) of the amount of the rental for the last period prior to the date of such termination prorated on a daily basis, and also pay all damages sustained by Landlord by reason of such retention, and shall indemnify and hold harmless Landlord from any loss or liability resulting from such holding over and delay in surrender. If Landlord gives notice to Tenant of Landlord's election thereof, such holding over shall constitute renewal of this Lease for a period from month to month or for one year, whichever shall be specified in such notice, in either case at two hundred percent (200%) of the rental being paid to Landlord under this Lease immediately prior thereto, but if the Landlord does not so elect, acceptance by Landlord of rent after such termination shall not constitute a renewal. This provision shall not be deemed to waive Landlord's right of reentry or any other right hereunder or at law.

ARTICLE XII CERTIFICATES

Tenant shall, without charge, at any time and from time-to-time hereafter, within ten (10) days after written request of Landlord, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or any other party specified in such request that:

- (a) This Lease is in full force and effect, if such be the case.
- (b) Tenant has no offsets or defenses to its performance of the terms and provisions of this Lease, including the payment of rent, if such be the case, or if there are any such defenses or offsets, specifying the same.
- (c) Tenant is in possession of the Premises.
- (d) Tenant will not pay rent more than one month in advance to the Lessor.
- (e) If an assignment of rents or leases has been served upon the Tenant by a mortgagee or prospective mortgagee, acknowledging receipt thereof and agreeing to be bound by the provisions thereof.

- (f) Tenant agrees that this Lease shall be subordinate to the lien of a first mortgage and that it shall attorn to such mortgagee provided the Lender agrees that so long as Tenant is not in default hereunder, it will not disturb Tenant’s possession of the Premises under this Lease.
- (g) Tenant will give to the first mortgagee copies of all notices required or permitted to be given by Tenant to Landlord.
- (h) Any other reasonable requirements of Landlord or Mortgagee.

**ARTICLE XIII
NOTICES**

13.1 All notices to or demands upon Landlord or Tenant desired or required to be given under any of the provisions hereof shall be in writing. Any notices or demands shall have been deemed to have been duly and sufficiently given if either personally delivered or served by registered or certified mail, return receipt requested, in an envelope properly stamped and addressed to Tenant, Thornton Public Library, 115 East Margaret Street, Thornton, Illinois 60476; to Landlord, Village of Thornton, 115 East Margaret Street, Thornton, Illinois 60476 ATTENTION: Jason Wicha, with a copy to Scott Dillner, Village Attorney, 16231 Wausau Avenue, South Holland, Illinois 60473

13.2 Notices personally delivered shall be deemed served on the date of delivery. All notices mailed shall be deemed served as of the date reflected on the return receipt. Any certified or registered mailing which is returned to the sender marked “refused”, “unclaimed,” or “addressee unknown”, is properly addressed, shall be deemed served as of the date postmarked.

**ARTICLE XIV
AMENDMENTS**

This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing, signed by the party against whom enforcement thereof is sought.

**ARTICLE XV
BROKERAGE COMMISSIONS**

Each party represents to the other that there are no claims for brokerage commissions or finder’s fees in connection with the negotiation or execution of this Lease and each party agrees to indemnify and hold harmless the other party from all liabilities for brokerage commission arising out of its own acts.

**ARTICLE XVI
MISCELLANEOUS**

16.1 **Severability.** If any provisions of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

16.2 **Binding Effect.** This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

16.3 **Quiet Enjoyment.** Landlord covenants that so long as Tenant is not in default hereunder, Tenant will have, during the term hereof and any extension thereof, peaceful and quiet possession of the Premises subject to the provisions of this Lease.

16.4 **Headings.** The Article and Section headings are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

16.5 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

16.6 **Context.** All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter, as the context or sense of this Lease or any section, subsection or clause herein may require as if such terms had been more fully and properly written in such number or gender.

16.7 **Time.** Time is of the essence of this Lease and the performance of all covenants, agreements and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

TENANT:

VILLAGE OF THORNTON,
An Illinois Municipal Corporation

VILLAGE OF THORNTON PUBLIC
LIBRARY, An Illinois Not-For-Profit
Corporation

By: _____
Joseph Pisarzewski,
Village Acting President

By: _____

ATTEST:

ATTEST:

By: _____
Debra L. Pisarzewski, Village Clerk

By: _____

EXHIBIT A
THE PREMISES

The West Portion of the Municipal Building Complex Commonly Known
As 115 E. Margaret Street, Thornton, Illinois 60476.

PIN: 29-34-125-001-0000

Commonly Known As: 115 East Margaret Street, Thornton, Illinois 60476

RESOLUTION

VILLAGE OF THORNTON AND BUD’S RC CLUB
AMENDED AND RESTATED USE AGREEMENT

WHEREAS, on May 17, 2021, the Village of Thornton entered into a Use Agreement with Bud’s RC Club for the use of real estate located at 217 N. William Street, Thornton, Illinois 60476; and

WHEREAS, on April 28, 2022, and May 1, 2023, the Village of Thornton amended and extended the Agreement; and

WHEREAS, the parties desire to Amend and Restate the Agreement by extending the termination date and amending other terms.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Thornton as follows:

SECTION 1: That the President and Village Clerk of the Village of Thornton are authorized to execute the Amended and Restated Use Agreement attached to this Resolution as Exhibit A.

PASSED by the President and Board of Trustees of the Village of Thornton, Cook County, Illinois, this 1st day of April, 2024.

AYE: _____

NAY: _____

ABSENT: _____

APPROVED BY ME THIS 1ST DAY OF APRIL, 2024.

Joseph Pisarzewski, Acting President
Village of Thornton

ATTEST:

Debra L. Pisarzewski, Clerk
Village of Thornton

VILLAGE OF THORNTON

VILLAGE OF THORNTON AND BUD'S RC CLUB USE AGREEMENT

This Agreement dated this 1st day of April, 2024, by and between the VILLAGE OF THORNTON (hereinafter referred to as VILLAGE) and BUD'S RC CLUB, (hereinafter referred to as Bud's RC CLUB)

WHERE AS, the Village and Bud's RC Club entered into a Use Agreement on May 17, 2021;
and

WHERE AS, the parties wish to enter into a New Agreement.

In consideration of mutual benefits and obligations stated in this Agreement, the parties agree as follows:

SECTION ONE

GRANT OF USE

VILLAGE grants to BUD'S RC CLUB a license and right to use and occupy property of the Village of Thornton, commonly known as 217 North Williams Thornton, Illinois Pins 29-34-110-005-0000, 29-34-110-006-0000, 29-34-110-011-0000, 29-34-110-012-0000 and located on the northwest corner of the intersection of Harriet and the Railroad tracks (hereinafter referred to as "Premises") starting on April 1, 2024 and ending on April 30, 2025. Said use shall be for the construction and operation of a race track for radio-controlled cars. The site layout and use are attached and made part of this Agreement as Exhibit A. No sales or manufacturing shall occur or any use other than that previously specified shall occur.

SECTION TWO

EXPIRATION OR TERMINATION OF LICENSE

On the expiration or termination of this license, BUD'S RC CLUB must surrender to VILLAGE that portion of the Premises referred to in Section One which was the subject of this Agreement in the same condition as at the beginning of this Agreement. Upon written request of BUD'S RC CLUB, the VILLAGE may extend the term for a definite time upon the same terms. Either party may cancel immediately for cause or upon thirty (30) days without cause. Bud's RC CLUB understands that the VILLAGE is marketing the property to third parties for redevelopment purposes and this Agreement may be terminated.

SECTION THREE

PAYMENTS

The parties agree the annual usage fee shall be \$1.00 per year. BUD'S RC CLUB shall be responsible for the payment of any real estate taxes that may be imposed due to this Agreement.

SECTION FOUR

COMPLIANCE WITH RULES, REGULATIONS AND ORDINANCES

BUD'S RC CLUB will comply with all rules, regulations and ordinances of governmental authorities, including VILLAGE, having jurisdiction over the license as it relates to the Premises.

SECTION FIVE

INSURANCE

A. At all times during the term of BUD'S RC CLUB'S use of the premises, BUD'S RC CLUB, at its expense, will maintain comprehensive general public liability insurance against claims for personal injury, bodily injury, property damage, or death occurring in connection with the planned use of the buildings, with limits of liability not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate for all occurrences within each policy year.

B. In the event that BUDS RC CLUB has employees, at all times during the term of BUDS RC CLUB'S use of the premises, BUDS RC CLUB, at its expense, will maintain state workers' compensation insurance in statutorily-mandated limits, and employers' liability insurance with not less than Five Hundred Thousand Dollars (\$500,000.00) in the aggregate for all occurrences within each policy year.

C. The VILLAGE will be named as an additional insured on all such policies. Copies of the policies will be delivered to the VILLAGE within ten (10) days of the commencement of this Agreement.

D. With respect to the policies that BUD'S RC CLUB is required to procure and maintain, each such policy will contain an agreement or endorsement that will not be cancelled by the insurer without at least thirty (30) days prior written notice to the VILLAGE. Not less than ten (10) days prior to the expiration of such policy, BUD'S RC CLUB will furnish the VILLAGE with a new policy or certificate of renewal thereon in substitution of the expiring policy.

E. Further, BUD’S RC CLUB will not take any action or make any omission, whether upon the premises, or the VILLAGE, or otherwise, which would result in voiding the obligation of the insurer under such policy of insurance.

SECTION SIX

CONDITION AND UPKEEP

A. BUD’S RC CLUB will be responsible to maintain the premises and for any damage done to the premises, and will promptly reimburse the VILLAGE for the repair of such damages.

- B. BUD’S RC CLUB will not use or permit any use of the premises which:
 - i. is directly or indirectly forbidden by law, ordinance, or government regulation; or
 - ii. is dangerous to life, limb or property; or
 - iii. tends to injure the reputation of the VILLAGE; or
 - iv. will disturb any residents of the neighborhood; or
 - v. may increase the premium or invalidate any insurance policy covering the buildings and grounds.

C. Notwithstanding anything to the contrary, the VILLAGE will have the right to institute such policies, programs, and measures as may be reasonable, necessary, and/or desirable for the conservation or preservation of energy or energy-related services, or as may be required to comply with applicable law.

D. BUD’S RC CLUB will be responsible for the security of the premises during their use, including control of unauthorized personnel.

E. BUD’S RC CLUB will be responsible for returning the property to the same condition as it was the beginning of this Agreement.

SECTION SEVEN

RELATIONSHIP

A. Nothing contained in this Agreement will be deemed or construed by the parties hereto or by any third party, to create the relationship of principal and agent, partnership joint venture, or any other association between BUD’S RC CLUB and the VILLAGE.

B. It is expressly understood that all employees, contractors, staff, participants or agents of BUD’S RC CLUB are not to be considered employees, contractors, staff, participants or agents of the VILLAGE, and no relationship between the VILLAGE and the individuals or entities previously stated is created or intended.

SECTION EIGHT

GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois

SECTION NINE

INDEMNIFICATION

BUD'S RC CLUB shall indemnify and save harmless the VILLAGE and their employees, officers, and agents from any claim, action, liability, loss, damage or suit arising from, due to, or in connection with their occupation of the buildings, or their performance of this Agreement.

SECTION TEN

MISCELLANEOUS

A. BUD'S RC CLUB may not assign or transfer this Agreement nor sublet the licensed premises, in whole or in part.

B. This Agreement will bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties.

C. BUD'S RC CLUB agrees to leave the Premises in the condition existing before the use of the activity or activities contemplated in this Agreement.

D. BUD'S RC CLUB shall be liable for any damage done to the premises by BUD'S RC CLUB during the period of use.

E. BUD'S RC CLUB will not make any alterations or additions to the premises or any fixture thereof without the prior written consent of the VILLAGE. At the option of the VILLAGE, any alterations or additions made by Bud's RC CLUB shall become the property of the VILLAGE without consideration.

F. BUD'S RC CLUB shall not receive mail or install telephones at the facility.

G. Bud's RC Club shall be responsible for the conduct and actions, including parking of patrons using the premises.

H. Village shall have the right to set reasonable rules for the usage of the premises such as hours and days of operation and noise and capacity limits, including the following:

1. May not operate after 10pm.

- 2. No open alcohol.
- 3. BUD'S RC Club is responsible for lawn mowing and maintenance and garbage collection and removal.

I. In the event BUD'S RC CLUB shall fail to mow the lawn, maintain property or remove garbage or refuse, then the Village, upon five (5) Days' Notice to cure, may enter on property and mow grass or remove garbage and refuse and charge BUD'S RC CLUB a fee of \$100.00 for each occurrence which BUD'S RC CLUB shall promptly pay.

SECTION ELEVEN

NOTICES

All notices with respect to this Agreement shall be in writing. Each notice will be sent by certified mail and regular mail to the party to be notified at the address set forth herein and at such other address which may from time to time be designated in writing:

Village of Thornton	Doug Beckman, Village Administrator VILLAGE OF THORNTON 115 E. Margaret Street Thornton, IL 60476
With a cc to:	Scott D. Dillner, Attorney at Law HISKES, DILLNER, O'DONNELL, MAROVICH & LAPP, LTD. 16231 Wausau Avenue South Holland, IL 60473
BUD'S RC Club:	BUD'S RC CLUB C/O THOMAS GALLAGHER 301 EAST MARGARET STREET THORNTON, ILLINOIS 60476

This Agreement contains the entire understanding between the parties and all prior or contemporaneous oral or written agreements are merged in this Agreement, and no amendment to this license will be effective unless in writing and signed by the parties.

IN WITNESS, the VILLAGE OF THORNTON and BUD'S RC CLUB have caused this Agreement to be executed as of the date first above written, by their respective officers or parties duly authorized.

VILLAGE OF THORNTON

BUD'S RC CLUB

Joseph Pisarzewski
Village Acting President

ATTEST:

ATTEST:

Debra L. Pisarzewski
Village Clerk

VILLAGE OF THORNTON

VILLAGE OF THORNTON AND GALLAGHER ASPHALT CORPORATION USE AGREEMENT

This Agreement dated this 1st day of April, 2024, by and between the VILLAGE OF THORNTON (hereinafter referred to as AVILLAGE@) and GALLAGHER ASPHALT CORPORATION, (hereinafter referred to as AGALLAGHER @).

In consideration of mutual benefits and obligations stated in this Agreement, the parties agree as follows:

SECTION ONE

GRANT OF USE

VILLAGE grants to GALLAGHER a license and right to use and occupy property of the Village of Thornton, commonly known as 108 North Williams 29-34-117-018-0000 and 109 North Wolcott 29-34-117-004-0000 Thornton, Illinois (hereinafter referred to as “Premises”) starting on April 1, 2024 and ending on April 30, 2025. Said use shall be for storage only. No sales or manufacturing shall occur and the Premises shall not be open to the general public.

SECTION TWO

EXPIRATION OR TERMINATION OF LICENSE

On the expiration or termination of this license, GALLAGHER must surrender to VILLAGE that portion of the Premises referred to in Section One which was the subject of this Agreement. Upon written request of GALLAGHER, the VILLAGE may extend the term for a definite time upon the same terms. Either party may cancel immediately for cause or upon sixty (60) days without cause. GALLAGHER understands that the VILLAGE is marketing the property to third parties for redevelopment purposes.

SECTION THREE

PAYMENTS

The parties agree the annual usage fee shall be \$1.00 per year. GALLAGHER shall be responsible for the payment of any real estate taxes imposed due to this Agreement.

SECTION FOUR

COMPLIANCE WITH RULES, REGULATIONS AND ORDINANCES

GALLAGHER will comply with all rules, regulations and ordinances of governmental authorities having jurisdiction over the license as it relates to the Premises.

SECTION FIVE

INSURANCE

A. At all times during the term of GALLAGHER 's use of the premises, GALLAGHER , at its expense, will maintain comprehensive general public liability insurance against claims for personal injury, bodily injury, property damage, or death occurring in connection with the planned use of the buildings, with limits of liability not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate for all occurrences within each policy year.

B. In the event that GALLAGHER has employees, at all times during the term of GALLAGHER 's use of the premises, GALLAGHER, at its expense, will maintain state workers' compensation insurance in statutorily-mandated limits, and employers' liability insurance with not less than Five Hundred Thousand Dollars (\$500,000.00) in the aggregate for all occurrences within each policy year.

C. The VILLAGE will be named as an additional insured on all such policies. Copies of the policies will be delivered to the VILLAGE within ten (10) days of the commencement of this Agreement.

D. With respect to the policies that GALLAGHER is required to procure and maintain, each such policy will contain an agreement or endorsement that will not be cancelled by the insurer without at least thirty (30) days prior written notice to the VILLAGE. Not less than ten (10) days prior to the expiration of such policy, GALLAGHER will furnish the VILLAGE with a new policy or certificate of renewal thereon in substitution of the expiring policy.

E. Further, GALLAGHER will not take any action or make any omission, whether upon the premises, or the VILLAGE, or otherwise, which would result in voiding the obligation of the insurer under such policy of insurance.

SECTION SIX

CONDITION AND UPKEEP

- A. GALLAGHER will be responsible for any damage done to any of the VILLAGE fixtures, equipment, or buildings, and will promptly reimburse the VILLAGE for the repair of such damages.

- B. GALLAGHER will not use or permit any use of the buildings which:
 - i. is directly or indirectly forbidden by law, ordinance, or government regulation; or
 - ii. is dangerous to life, limb or property; or
 - iii. tends to injure the reputation of the VILLAGE; or
 - iv. will disturb any residents of the neighborhood; or
 - v. may increase the premium or invalidate any insurance policy covering the buildings and grounds.

- C. Notwithstanding anything to the contrary, the VILLAGE will have the right to institute such policies, programs, and measures as may be reasonable, necessary, and/or desirable for the conservation or preservation of energy or energy-related services, or as may be required to comply with applicable law.

- D. GALLAGHER will be responsible for the security of the buildings during their use, including control of unauthorized personnel, checking and locking all exterior doors and windows when the buildings are vacated by GALLAGHER at the end of the day.

- E. GALLAGHER will be responsible for all property of GALLAGHER brought or left in the buildings.

- F. GALLAGHER agrees, at its own expense, to pay all costs for the maintenance, repairs, and improvements to the premises and to pay all utilities and operational costs associated with the premises during the terms of this Agreement or any extensions thereof.

SECTION SEVEN

RELATIONSHIP

- A. Nothing contained in this Agreement will be deemed or construed by the parties hereto or by any third party, to create the relationship of principal and agent, partnership joint venture, or any other association between GALLAGHER and the VILLAGE.

- B. It is expressly understood that all employees, contractors, staff, participants or agents of GALLAGHER are not to be considered employees, contractors, staff, participants or

agents of the VILLAGE, and no relationship between the VILLAGE and the individuals or entities previously stated is created or intended.

SECTION EIGHT

GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois

SECTION NINE

INDEMNIFICATION

GALLAGHER shall indemnify and save harmless the VILLAGE and their employees, officers, and agents from any claim, action, liability, loss, damage or suit arising from, due to, or in connection with their occupation of the buildings, or their performance of this Agreement.

SECTION TEN

MISCELLANEOUS

- A. GALLAGHER may not assign or transfer this agreement nor sublet the licensed premises, in whole or in part.
- B. This Agreement will bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties.
- C. GALLAGHER agrees to leave the Premises in broom-clean condition and in the condition existing before the use of the activity or activities contemplated in this Agreement.
- D. GALLAGHER shall be liable for any damage done to the premises by GALLAGHER during the period of use.
- E. GALLAGHER will not make any alterations or additions to the buildings or any fixture thereof without the prior written consent of the VILLAGE. Any alterations or additions made by GALLAGHER shall become the property of the VILLAGE without consideration.
- F. GALLAGHER will not exceed the capacity of the buildings.
- G. GALLAGHER shall not receive mail, install telephones or signage at the facility.

SECTION ELEVEN

NOTICES

All notices with respect to this Agreement shall be in writing. Each notice will be sent by certified mail and regular mail to the party to be notified at the address set forth herein and at such other address which may from time to time be designated in writing:

Village of Thornton: Doug Beckman, Village Administrator
 VILLAGE OF THORNTON
 115 E. Margaret Street
 Thornton, IL 60476

with a cc to: Scott D. Dillner, Attorney at Law
 HISKES, DILLNER, O'DONNELL, MAROVICH & LAPP, LTD.
 16231 Wausau Avenue
 South Holland, IL 60473

Gallagher: **GALLAGHER ASPHALT CORPORATION**

This Agreement contains the entire understanding between the parties and all prior or contemporaneous oral or written agreements are merged in this Agreement, and no amendment to this license will be effective unless in writing and signed by the parties.

IN WITNESS, VILLAGE and GALLAGHER have caused this Agreement to be executed as of the date first above written, by their respective officers or parties duly authorized.

VILLAGE OF THORNTON

GALLAGHER ASPHALT CORPORATION

Joseph Pisarzewski, Village Acting President

ATTEST:

ATTEST:

Debra L. Pisarzewski, Village Clerk

RESOLUTION

VILLAGE OF THORNTON AND GALLAGHER ASPHALT CORPORATION

USE AGREEMENT

WHEREAS, on May 1, 2021, the Village of Thornton entered into a Use Agreement with **GALLAGHER ASPHALT CORPORATION** (“User”) for the use of real estate located at 108 N. Williams, and 109 N. Wolcott, Thornton, Illinois 60476; and

WHEREAS, on April 28, 2022, and May 1, 2023, the Village of Thornton amended and extended the Agreement; and

WHEREAS, the parties desire to Amend and Restate the Agreement by extending the termination date and amending other terms.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Thornton as follows:

SECTION 1: That the President and Village Clerk of the Village of Thornton are authorized to execute the Amended and Restated Use Agreement attached to this Resolution as Exhibit A.

PASSED by the President and Board of Trustees of the Village of Thornton, Cook County, Illinois, this 1st day of April, 2024.

AYE: _____

NAY: _____

ABSENT: _____

APPROVED by me this 1st day of April, 2024.

Joseph Pisarzewski
Acting President
Village of Thornton

PUBLISHED in pamphlet form by authority of the Corporate Authorities on _____, 2024.

ATTEST:

Debra L. Pisarzewski
Village Clerk
Village of Thornton

**RESOLUTION
FOR
AUTHORIZATION FOR SALE OF PROPERTY**

WHEREAS, the Village of Thornton is a Home Rule Municipality; and

WHEREAS, pursuant to its Home Rule Authority, the Village of Thornton may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village of Thornton previously acquired parcels of real property for the purposes of rehabilitation, redevelopment and economic development; and

WHEREAS, the Village of Thornton has established a property sale policy including the Neighbor Sale Program; and

WHEREAS, pursuant to said policies, the Village of Thornton now desires to sell real estate located within the Village of Thornton; and

WHEREAS, that the President and Board of Trustees of the Village of Thornton have determined that it is in its best interest to sell the following real estate:

LEGAL PROPERTY DESCRIPTION

Lot 3 in Block 3 in Hubbard= Addition to Thornton in Section 34, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: #29-34-138-011-0000

Commonly Known As: 308 Schwab Street, Thornton, Illinois, 60476

Said real estate being no longer necessary, appropriate, or required by the Village and not necessary to the public use, having never been dedicated to such use.

WHEREAS, said real estate will be purchased by **Eva Gutierrez**, pursuant to the terms of the Redevelopment Agreement attached hereto as Exhibit AA@.

WHEREAS, **Eva Gutierrez**, shall remit payment to the Village in the amount of Ten Thousand Dollars 00/100 (\$10,000.00) for the purchase of the Property described in the Legal Property Description.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Thornton as follows:

SECTION 1: That pursuant to its Home Rule Powers, the Village hereby authorizes the transfer of the following described property to **Eva Gutierrez**, pursuant to the Redevelopment Agreement for a purchase price of Ten Thousand Dollars and 00/100 (\$10,000.00):

LEGAL PROPERTY DESCRIPTION

Lot 3 in Block 3 in Hubbard=s Addition to Thornton in Section 34, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: #29-34-138-011-0000

Commonly Known As: 308 Schwab Street, Thornton, Illinois, 60476

SECTION 2: That the President and Village Clerk of the Village of Thornton are authorized to execute any and all documents necessary to accomplish said sale.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF THORNTON,
ILLINOIS THIS ____ DAY OF _____, 2024.

AYE: _____

NAY: _____

ABSENT: _____

APPROVED by me this _____ DAY OF _____, A.D., 2024.

Joseph Pisarzewski, Acting President
Village of Thornton

ATTEST:

Debra Pisarzewski
Village Clerk
Village of Thornton

**VILLAGE OF THORNTON
REDEVELOPMENT AGREEMENT FOR
308 SCHWAB STREET, THORNTON, IL 60476 AND EVA GUTIERREZ**

THIS AGREEMENT is made on or as of the _____ day of _____, 2024 by and between the **VILLAGE OF THORNTON**, a Municipal Corporation (“Village”) having its offices at 115 E. Margaret Street, Thornton, IL 60476 and **Eva Gutierrez** (“Buyer”) regarding the transfer of property located at **308 Schwab Street, Thornton, IL 60476** (the “Property”).
Property Index Number: **29-34-138-011-0000.**

WITNESSETH:

WHEREAS, the Village owns parcels of residential and vacant land for development within the Village; and

WHEREAS, the Village seeks to cause the return of vacant properties to tax producing status; and

WHEREAS, the Village seeks to aid the private sector in the redevelopment and reuse of vacant properties for the purposes of reactivating its tax base and encouraging the retention and attraction of residents in the Village; and

WHEREAS, the Buyer has been found qualified by the Village to purchase property; and

WHEREAS, the Property is in need of redevelopment; and

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them covenant and agree with the other as follows:

1. The Village agrees to sell the above-referenced Property to the Buyer for \$10,000.00. Buyer is also responsible for recording fees and all fees associated with the transfer.

2. Village will convey the Property to Buyer by recordable Quit Claim Deed subject to the terms of this agreement and any liens or encumbrances held by others. Buyer has option of ordering a title insurance commitment and survey at Buyer's expense. The Village may, but is not required to remove exceptions shown by title commitment or survey. If Village decides not to remove exceptions the Buyer may terminate contract.

3. Property is currently municipally owned, no tax prorations will be given at closing.

4. The Buyer has conducted its due diligence investigation concerning the condition of the improvements upon the Property and will take title to the Property in an "AS IS" condition. After the Village passes a resolution authorizing transfer of the Property to Buyer, Buyer will conduct its due diligence investigation concerning the title to the Property including all liens, taxes and encumbrances, consult with an attorney of its choosing concerning the title to the Property, and order a title commitment and survey.

After receiving and reviewing title commitment and survey, Buyer will inform the Village whether she is satisfied with the condition of said title. If Buyer is not satisfied with the condition of title and Village does not remove objectionable exceptions to title,

Buyer may terminate this Redevelopment Agreement and have any funds deposited with the Village returned to her. THE VILLAGE OF THORNTON MAKES NO WARRANTIES OF ANY KIND CONCERNING THE MERCHANTABILITY OF THE TITLE TO THE PROPERTY OR THE CONDITION OF THE STRUCTURE OR THE STATUS OR PRESENCE OF ANY ENVIRONMENTAL CONTAMINATION (INCLUDING

MOLD OR OTHER HAZARDOUS MATERIALS ON THE PROPERTY OR THE OCCUPANCY STATUS OF THE PROPERTY.

5. Closing to take place within 60 days of Village approval. If Buyer defaults or refuses to close for reasons other than exceptions shown on the title commitment or survey, the Village will retain all funds deposited with Village by Buyer as liquidated damages. The Village of Thornton will NOT execute a statement required for issuance of ALTA owners and loan policies commonly called “ALTA” statement, at closing.

6. Within three (3) weeks of closing, the Buyer shall apply for Village building, plumbing, and electrical permits to rehabilitate Property as a single-family residential unit. Within one (1) year of closing, the Buyer shall improve and rehabilitate the Property in strict accordance with the approved permits. Buyer shall not deviate from the approved permits without written consent and approval from the Village.

7. The Property shall be conveyed to the Buyer as the approved applicant. No assignments, additions or changes to the Buyer is permitted. Buyer shall not convey, sell or assign the Property or any part thereof within one (1) year after closing without written approval and consent from the Village or without a certificate of occupancy issued by the Village.

8. The Buyer agrees for itself, its heirs, successors and assigns that:

a. There shall be no discrimination upon the basis of race, color, religion, sex or national origin in the sale, lease, rental or occupancy of the Property.

b. Buyer has no current or past interest in the Property.

9. The Buyer shall accept title to the Property subject to a covenant substantially in the following form. The Project shall be completed no later than one (1) year after the delivery of this deed, unless otherwise approved by the Village. The Buyer shall not discriminate upon

the basis of race, color, religion, sex or national origin in the sale, lease, rental or occupancy of the Property. Failure to comply with this covenant may cause all title, rights and interest in the Property herein conveyed to revert to the Village of Thornton, and the Village shall be entitled to recover all costs and expenses, including attorney's fees incurred in re-vesting title in the Village. This covenant shall run with the land and shall terminate upon completion of rehabilitation of the Property in accordance with the approved permits. This covenant shall be enforceable against the Buyer, his heirs, successors and assigns.

10. Subsequent to the closing, the Buyer is required to undertake the following three (3) actions during a one (1) year period:

- a. Apply for an approved building permit(s) to bring the Property in compliance with the Village of Thornton Building Code and Property Maintenance Code, within three (3) weeks of closing;
- b. Completion of building improvements pursuant to the building permit, within one (1) year of closing;
- c. On-time payment of property taxes to the Cook County Treasurer.

It is acknowledged by the Buyer that not undertaking each of the three (3) said actions may result in the Buyer being held in default and the Village recording the Reconveyance Deed which will result in the Buyer forfeiting the Property and any payments made in connection therewith and any improvements made to the Property.

11. Prior to the conveyance of the Property to the Buyer, the Buyer shall deliver to the Village a recordable re-conveyance warranty deed for the Property, re-vesting title in the Village free and clear of all liens and encumbrances. The Village shall have the right to record the re-conveyance warranty deed if there is a default in any of the terms of this agreement by the

Buyer at any time or if the Buyer cannot or does not complete the Project in accordance with the terms of this Agreement. So long as Buyer is not in default and has completed improvements and rehabilitated the Property in strict accordance with approved building permits, the Village shall return the re-conveyance warranty deed to the Buyer one (1) year from the date of closing, or sooner if Buyer completes the Project in less than one (1) year.

12. The Buyer warrants and represents that neither it nor any of its employees or agents is acting on behalf of any owner, occupant or party who has an interest in or is responsible for the payment of delinquent taxes on the Property prior to the signing of this Agreement. The Buyer further warrants and represents that no benefit shall accrue by virtue of this Agreement to any party, other than itself, who has an interest in the Property prior to the conveyance to the Buyer.

13. Defense of collateral attacks against deed, appeals, any pre-taxed and post-taxed deed proceeding shall be the sole responsibility of the Buyer.

14. The Buyer, its successor and assigns, shall indemnify and hold the Village and its agents harmless against any and all claims, known and unknown, including environmental conditions or violations of existing environmental laws or other encumbrances, arising out of or during the Village's ownership of the Property or arising out of Buyer's performance or, or failure to perform its obligations under this Agreement.

15. The Village reserves the right to take any and all steps pursuant to its police power to preserve and protect the Property and the public. The Village has the right to refuse to issue or extend building permits in the event that the Buyer is in default of any of the terms of this Agreement.

16. Buyer hereby represents and warrants to the Village that at all times Buyer shall comply with all applicable Village zoning ordinances and regulations, and all building and fire code regulations, and all other applicable Village ordinances, resolutions and regulations. Buyer will pay his/her real estate taxes in a timely manner and agrees not to exempt the Property from real estate taxes during his period of ownership or control.

17. The parties do not presently believe or contemplate that this project is subject to the Prevailing Wage Act (820 ILCS 130/1) under the law as it exists today. However, in the event that this project is determined to be subject to the Prevailing Wage Act, the Buyer shall comply with the Prevailing Wage Act and indemnify and hold the Village and its officers and employees under or pursuant to the Prevailing Wage Act, including interest and penalties.

18. The parties acknowledge that documents related to this transaction may be subject to disclosure under the Illinois Freedom of Information Act.

19. The house on the Property is presently configured as a multi-family non-conforming use. Buyer agrees to modify and rehabilitate existing structure into a single-family residential unit.

IN WITNESS WHEREOF, the Village has caused this Agreement to be duly executed in its name and behalf by its Mayor and the Buyer has signed the same on or as of the date first written above.

VILLAGE OF THORNTON

Joseph Pisarzewski, Acting Mayor

Date _____

ATTEST:

Debra Pisarzewski, Village Clerk

Date _____

Buyer

Eva Gutierrez

Date _____

Attachment A

Legal Description:

Lot 3 in Block 3 in Hubbard's Addition to Thornton in Section 34, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 29-34-138-011-0000

Commonly Known As: 308 Schwab Street, Thornton Illinois 60476