

Revised Newspaper Publication Date December 29, 2016

RESOLUTION NO. 2016-4

A RESOLUTION AUTHORIZING THE SALE OF SURPLUS MUNICIPAL PROPERTY

A Resolution Authorizing the Sale of Surplus Village
Real Estate Located at 7330-50 West Irving Park Road

JAMES CHMURA, PRESIDENT

URSULA A. KUCHARSKI, TRUSTEE

DOMINIC SULIMOWSKI, TRUSTEE

DOMINIC S. FALAGARIO, TRUSTEE

DONALD GELSOMINO, TRUSTEE

JACQUELINE GREGORIO, TRUSTEE

DANIEL TANNHAUSER, TRUSTEE

DEBRA J. BUDNIK, VILLAGE CLERK

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**A Resolution Authorizing the Sale of Surplus Village
Real Estate Located at 7330-50 West Irving Park Road**

WHEREAS, the Village of Norridge ("Village") is a home rule municipality in accordance with the Constitution of the State of Illinois of 1970 and this resolution ("Resolution") is being adopted and entered into pursuant to the Village's home rule authority; and

WHEREAS, the Village is the fee simple owner of property currently used as a Village Parking lot which is located at 7330-50 West Irving Park Road consisting of the following PIN Numbers to wit: 12-13-414-031-0000; 12-13-414-032-0000; 12-13-414-033-0000; 12-13-414-034-0000; 12-13-414-035-0000; 12-13-414-036-0000 12-13-414-037-0000 ("Property"). The Property is approximately 208.29 feet by 108 feet or approximately 22,479 square feet and consists of eight adjacent lots.

WHEREAS, the Property is located in the "B-2" Restricted (Shopping Center) Business District and is surplus real estate; and

WHEREAS, the corporate authorities of a municipality by resolution may authorize the sale of surplus public real estate. ("State Statute") (65 ILCS 5/11-76-4.1); and

WHEREAS, the Property is to be offered for sale to the highest responsible and qualified purchaser; and

WHEREAS, the Village by this Resolution, may direct the sale to be conducted by the staff of the municipality and the Village wishes to have Village staff conduct said sale; and

WHEREAS, this Resolution contains pertinent information concerning the size, use, and zoning of the real estate and the terms of the proposed sale.

WHEREAS, the Village has obtained a written certified MAI Appraisal for the Property and a copy of the Appraisal is on file at the Office of the Village Administrator and is available for public inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF NORRIDGE, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1.

The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2.

That the pertinent information concerning the size, use, and zoning of the real estate and the terms of sale is set forth in **Exhibit A** attached hereto and made a part hereof.

Section 3.

That the corporate authorities may accept any contract proposal determined by them to be in the best interest of the Village.

Section 4.

This Resolution shall be published at the first opportunity on December 22, 2016, following its passage in a newspaper published in the Village.

Section 5.

That upon such publication as provided by State Statute, the corporate authorities of the Village may review and choose to accept any contract proposal determined by them to be in the best interests of the Village by a vote of two-thirds of the corporate authorities then holding office, but in no event at a price less than 80% of the appraised value.

Section 6.

This Resolution shall be in full force and effect from and after its passage,

approval, and publication in pamphlet form, as provided by law.

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PASSED by the President and Board of Trustees of the Village of Norridge, Cook County, Illinois, this 14th day of December 2016.

Debra J. Budnik
Village Clerk

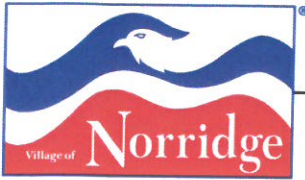
APPROVED by me this 14th day of December 2016.

James Chmura
Village President

PUBLISHED by me this 14th day of December 2016 in pamphlet form.

Debra J. Budnik
Village Clerk

EXHIBIT A
INFORMATION FOR PROSPECTIVE PURCHASERS



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PRESIDENT

James Chmura

CLERK

Debra J. Budnik

TRUSTEES

Ursula A. Kucharski
Dominic S. Falagario
Jacqueline Gregorio
Dominic Sulimowski
Donald Gelsomino
Daniel Tannhauser

Date: December 14, 2016

Revised Newspaper Publication Date December 29, 2016

Revised Offer Final Date January 13, 2017

Information for Prospective Purchasers

The Sale of Village Owned Property Located at 7330-7350 West Irving Park Road in the Village of Norridge

INTRODUCTION/PURPOSE

The Village of Norridge, located in Cook County Illinois, hereby gives notice that it is soliciting offers to purchase surplus Village property located at 7330-50 West Irving Park Road.

PROPERTY TYPE AND LOCATION

The Village owns property currently improved and used as a Village Parking lot which is located at 7330-50 West Irving Park Road consisting of the following PIN Numbers to wit: 12-13-414-031-0000; 12-13-414-032-0000; 12-13-414-033-0000; 12-13-414-034-0000; 12-13-414-035-0000; 12-13-414-036-0000 12-13-414-037-0000 ("Property"). The Property is approximately 208.29 feet by 108 feet or approximately 22,479 square feet and consists of eight adjacent lots. The Property is offered for sale to the highest responsible, qualified purchaser.

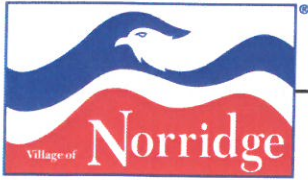
LEGAL DESCRIPTION OF THE PROPERTY

Lots 118, 119, 120, 121, 122, 123, 124 and 125 in Volk Brothers Second Addition to Shaw Estate, being a subdivision in the Southeast 1/4 of Section 13, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded February 2, 1925 as Document No. 8760260, in Cook County, Illinois.

Common address: 7330 – 7350 W. Irving Park Road, Norridge, IL

CURRENT ZONING AND FUTURE USE

The Property is located in the Village's B-2 Restricted (Shopping Center) Business District. A number of uses are permitted in the B-2 Restricted Business District. These are, by way of example:



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Section 4 – Permitted Uses

4.1 - Any use permitted in the B-I District, shall be permitted in the B-2 District, and in addition the following uses shall be permitted:

1. Art Galleries
2. Auto Accessory Store
3. Business or Commercial College
4. Business Machines - Display & Sales Room
5. Carpets - Display and Sales Room
6. Catering
7. Department Store
8. Employment Agency
9. Furniture Store
10. Health Centers
11. Newspaper Distributor
12. Package Liquors
13. Post Office
14. Restaurant - no alcohol
15. Paint and Wallpaper
16. Sewing Machines - Sales & Service and other Appliance Repair Shops

4.2 - Other business establishments, necessary similar and compatible to uses aforementioned and in compliance with the general intent and purpose as heretofore stated are permitted.

Section 5 – Special Use

The following is a special use in this zoning district and is subject to the conditions and requirements set forth in article XV of this Zoning Ordinance for special uses:

Drive-In, Drive-Through Bank

Prospective Purchasers are advised to consult the Village zoning ordinance for all pertinent conditions, general conditions and restrictions for any property located in the "B-2" Restricted (Shopping Center) Business District.

CONDITIONS OF SALE

1. *Condition of Property.* The Property shall be sold "**AS-IS/WHERE IS**" by Special Warranty Deed with the legal description on the Village's title to govern. The Village makes no representations or warranties with respect to the condition or use of said Property, or compliance with environmental laws and regulations. The Purchaser shall be solely responsible for determining the applicability of any laws, local ordinances, or other



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regulations or easements or restrictions which may impact the Property and/or the Purchaser's contemplated use thereof. The Property is being sold subject to any and all rights of the public and any and all easements, covenants and restrictions shown or not shown by public record.

2. *No Social, Economic or Environmental Warranties.* The Village makes no warranties, either expressed or implied, nor assumes any liability whatsoever regarding the social, economic, or environmental aspects of the Property, to include without limitation, the soil conditions, water drainage, physical access, condition of improvements, natural or artificial hazards which may or may not exist, or merchantability, suitability or profitability of the parcel or improvements for any use or purpose.

3. *Acknowledgement.* Submission of an offer shall serve as a prospective purchaser's acknowledgement that: (a) it has received any and all requested or otherwise required property disclosures prior to the date of submission of such offer; (b) that it was afforded opportunities to inspect the Property and records relating to its condition before the date of offer submission; and (c) that it has availed itself, to its satisfaction, of the right to inspect the Property and records relating to its condition prior to the date of such offer; and (d) that it is satisfied with the Property's condition and that it is taking the Property in AS-IS / WHERE-IS condition.

4. *Property Records.* A Plat of Survey of the Property, dated 1994, is attached to this informational brochure in Appendix A and is also available from the Village Administrator. The Village makes no representations or warranties whatsoever about the Plat of Survey, its condition or its accuracy. Records relating to the Property (if any), and hard copies of the Plat of Survey, are available for inspection and/or copying by contacting the Village Administrator, Joanna Skupien, during regular business hours at the Village Hall administrative offices. Prospective purchasers who wish to obtain a new survey may do so at their own expense.

5. *No Commissions.* The Village will not be responsible for paying any real estate broker's commission.

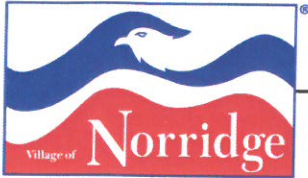
6. *Closing Costs.* The successful Purchaser shall be responsible for paying all closing costs which will include, but are not limited to, appraisal cost, title insurance (if Purchaser so chooses to acquire), recording fees, deed preparation, commissions or other fees associated with closing.



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7. *Acceptance of Terms.* By submitting a proposal, a purchaser accepts the terms of the sale as contained herein and in the Village's Resolution 2016-4 dated December 14, 2016, incorporated herein by this reference as if set out in full, expressly including the terms and provisions of the Real Estate Sale Agreement. Copies of said Resolution and the Real Estate Sale Agreement are available by contacting the Village Administrator, Joanna Skupien, during regular business hours at the Village Hall administrative offices and are also posted on the Village of Norridge website <http://www.villageofnorridge.com/>.
8. *Village Rights Reserved.* The Village reserves the right to reject any or all proposals tendered, to waive irregularities or deficiencies, or to cancel or reschedule the submission date, or further negotiate with any prospective purchaser of its choice if some other manner or negotiation better serves the Village's interests.
9. *Execution of Sales Agreement.* A successful purchaser shall execute and deliver the Real Estate Sales Agreement (attached to this informational brochure as Appendix B) with the Village subject to the terms and conditions as set forth in Village Resolution 2016-4 dated December 14, 2016.
10. *Submission Date.* The submission date for proposals or offers shall be on or prior to 4:00 p.m. January 13, 2017.
11. *Closing Date.* The closing date on any resulting sale shall be scheduled for prior to February 13, 2017, unless the Village and the purchaser agree to alternate closing arrangements. If the purchaser fails to pay the balance due upon closing, the Earnest Money paid shall be forfeited and retained by Village as liquidated damages and the Village may resell the Property. Possession shall be delivered to purchaser at closing.
12. *Ability to Purchase.* The Village may request assurances and proof satisfactory to the Village of the purchaser's ability to purchase the Property. Failure of the purchaser to produce same, to the Village's satisfaction as measured solely by the Village will permit the Village to terminate sale to said prospective purchaser.
13. *Inspection.* The Property is available for inspection at any time. Entrance is not restricted.
14. *Minimum Sales Price.* The Village has established a minimum sales price of \$700,000. Prospective purchasers are advised that purchase price is a key component of the Village's evaluation of any offer.



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15. *Earnest Money.* Earnest money shall be \$25,000.00 which will be credited to the purchase at closing. The Earnest Money must be provided in the form of a cashier's check or certified check and shall be deposited in escrow within five (5) business days after execution of the Real Estate Sales Agreement.

16. *Consideration of Proposals.* The Village may consider proposals or offers any time on or after the publication date of December 29, 2016. The Village will not consider any proposal received after 4:00 p.m. January 13, 2017 and may accept a proposal prior to that date.

PROSPECTIVE PURCHASER QUALIFICATIONS

Only qualified prospective purchasers are eligible to participate. All prospective purchasers are required to complete the form in Appendix C and the Purchaser Qualification Statement in Appendix D included in this informational brochure. These forms must be submitted attached to the offer. If a prospective purchaser represents a company, a copy of the company business license must be provided with the Form. If a prospective purchaser represents another individual or entity, including a partnership, corporation, association, trust or estate, proof of authority to sign on behalf of the principal(s) must be provided with the Form.

DISQUALIFICATIONS

Any of the following shall automatically disqualify an offer if the:

- a) Offer is submitted for less than the Minimum Price.
- b) The Real Estate Sales Agreement is received without the correct Earnest Money or in unacceptable method of funds.
- c) If the required forms, as applicable, are not completed in full, submitted, and manually signed.
- d) Offer is received after January 13, 2017 at 4:00 p.m.

PURCHASER PROFILE

Include the following with the submitted proposal:

1. Name, address, telephone number, fax number, email address, web site.
2. Include an executed statement as qualifications pursuant to (720 ILCS 5/33 E-3, and



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E-4 2013) certifying compliance with state law barring bidders and/or parties to a public contract who have been convicted of Bid Rigging and Rotating. State law requires that all Contractors and Bidders to a public contract must execute the form attached hereto as Appendix E stating that the undersigned on behalf of the entity entering into a contract with the Village of Norridge certifies that:

- a) This offer and any contract resulting therefrom is not made in the interest of, or on behalf of, an undisclosed person, partnership, company, association, organization or corporation;
- b) The prospective purchaser has not in any matter directly or indirectly sought by communication, consultation or agreement with anyone to fix the price of any prospective offeror, or to fix any overhead profit or cost element of the contract price or to secure any advantage against the Village of Norridge or anyone interested in the proper contract;
- c) This contract is genuine and not collusive or sham;
- d) The undersigned, on behalf of the prospective purchaser, certifies that it has never been convicted for a violation of State laws prohibiting bid rigging or rotating.

This completed form must be submitted with the offer.

3. Tax Compliance:

- a) The prospective purchaser, on behalf of the entity entering into this contract, certifies that neither the undersigned, nor the entity, is barred from contracting with the Village of Norridge because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, or the Village of Norridge, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.
- b) The prospective purchaser, or the entity entering into the Real Estate Sales Agreement, understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and, in addition, voids the offer and the Agreement.

ADDENDUMS

The Village of Norridge, if necessary, will post any addendums to these Instructions on its website under the Financial Tab and then by selecting Bids and RFPs. The direct link is:



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http://www.villageofnorridge.com/finance_department/BidsandRequestsforProposalsRFPs.aspx

REJECTIONS/WAIVERS

The Village reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the prospective purchaser of its choice if some other manner or negotiation better serves the Village's interests.

The Village reserves the right to award the contract to the purchaser which, in the Village's judgment, best serves the needs and interests of the Village and its residents.

The Village reserves the right to refuse any offer, which has the potential for conflict of interest or collusion of parties determined to have participated in the selection, classification, valuation or offer process of the parcels included in this proposal.

WITHDRAWALS/DECLINATIONS

If a prospective purchaser wishes to withdraw an offer, the purchaser shall submit written notification of such action to the Village Administrator, Joanna Skupien, no later than January 13, 2017 at 4:00 p.m.

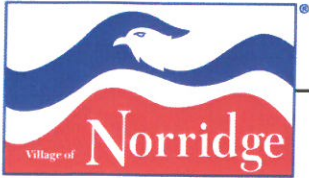
INQUIRIES

Inquiries pertaining to the sale process should be directed to the Village Administrator, Joanna Skupien via phone or e-mail: 708-583-5752 or jskupien@villageofnorridge.com.

PLACE TO SUBMIT PROPOSAL

Submit the offers in a sealed envelope, with **Proposal for 7330-7350 West Irving Park Road** clearly marked on the envelope to:

Village of Norridge
c/o Joanna Skupien, Village Administrator
4000 N. Olcott Ave.
Norridge, IL 60706



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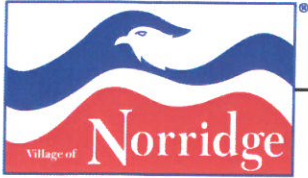
REVISED DEADLINE FOR SUBMITTING PROPOSALS

Proposals must be received by 4:00 p.m. on January 13, 2017. Proposals received after that time will not be considered.

Offers will be considered as they are received by the Village.

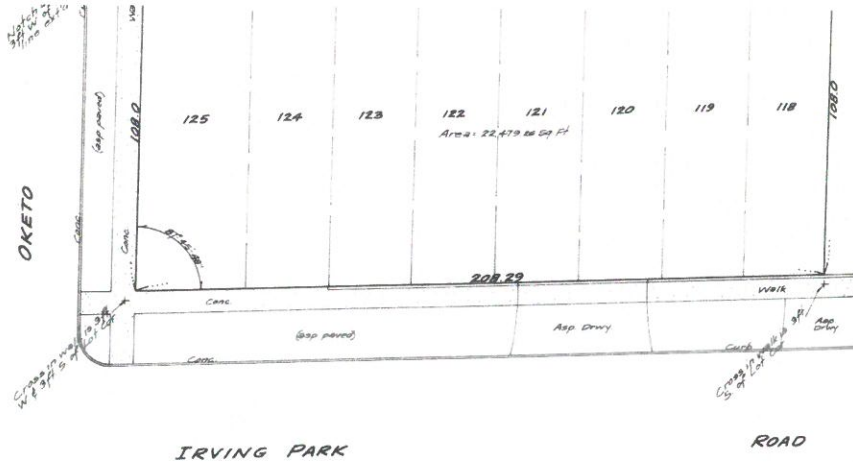
Date Posted on Website: December 14, 2016;
Revised Version Posted December 20, 2016

Date Resolution Published in the Newspaper: December 29, 2016



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Distances are marked in feet and decimal parts thereof

Order No. 92182

Scale: 1 inch = 20 feet

Date July 19, 1994

Owner _____

Ordered by Shabreen Lundberg

State of Illinois }
 County of Cook }

I, JON P. TICE, a Reg. Ill. Land Surveyor, do hereby certify that I have located the building on the above property.

Reg. Ill. Land Surveyor

Compare all points before building by same and report any difference.

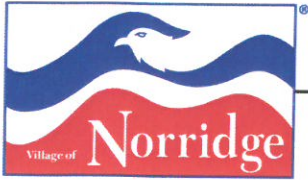
Refer to deed or abstract for building restrictions. Use Order Number for all future reference.

Survey not valid without RAISED embossed seal of Surveyor preparing same.

State of Illinois }
 County of Cook }

I, JON P. TICE, a Reg. Ill. Land Surveyor, do hereby certify that I have surveyed the above described property and that the plat hereon shown is a correct representation of said survey contracted to a temperature of 68° Fahrenheit.

Jon P. Tice
 Reg. Ill. Land Surveyor No. 1703

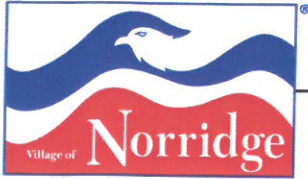


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APPENDIX B

Real Estate Sales Agreement
(Obtain from Village Website or from the Village Administrator)



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APPENDIX C

TO BE COMPLETED BY ALL PARTIES TO AN OFFER PROPOSAL FORM: SALE OF VILLAGE REAL PROPERTY

INSTRUCTIONS: Please print legibly. Read all the information contained in the offer brochure prior to completing this or other forms. This form must be filled out in its entirety.

NAME(S): _____

PHONE: _____

MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

WEB SITE ADDRESS (if any) _____

The amount of my offer to purchase the Village real property, to wit: the Village Parking Lot located at 7330-50 West Irving Park Road and legally described as:

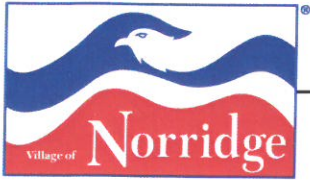
Lots 118 to 125, both inclusive, in Volk Brother's Second Addition to Shaw Estate being a subdivision in the Southeast quarter of Section 13, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded February 2, 1925 as Document Number 8760260, in Cook County, Illinois.

is _____, (\$ _____) is (write out the amount in words and numbers):
PROPOSAL AMOUNT

If I am the successful purchaser and my offer is tentatively accepted, I hereby agree to execute the purchase agreement and any other documents and assume closing costs required as disclosed in the information for purchasers brochure. If I accept the Real Estate Sales Agreement and for whatever reason, I decide not to enter into the purchase agreement, I agree that my Earnest Money deposit will be retained by the Village.

Signature(s): _____ Date: _____

Print Name _____



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APPENDIX D

PURCHASER QUALIFICATION STATEMENT

TO BE COMPLETED BY ALL PROSPECTIVE PURCHASERS

I _____,
(printed name)

I _____,
(printed name)

of _____,
(address)

(city, state)

do hereby swear and affirm:

I am eighteen years of age or older; and

I am a citizen of the United States or a permanent resident who has filed a declaration of intention to become a citizen or a representative of a group, association or corporation which is authorized to conduct business under the laws of Illinois; and

I am not delinquent on any deposit or payment of any obligation to the Village of Norridge ("Village"); and

I, certify that neither the undersigned, nor the entity represented by the undersigned, is barred from contracting with the Village of Norridge because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax. I understand that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and, in addition, voids the offer and the Agreement.

I am not currently in breach or default on any contract or lease involving land in which the Village has an interest; and

I have not failed to perform under a contract or lease involving Village land in the previous five years and the Village has not acted to terminate the contract or lease or to initiate legal action.

(signature)

(date)

(signature)

(date)



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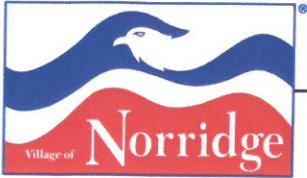
APPENDIX D

CONTINUED

FOR VILLAGE USE ONLY

QUALIFIED _____
(signature) _____ (date) _____
UNQUALIFIED _____*

* The person(s) listed above is not qualified to apply for village owned property because



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APPENDIX E

BID RIGGING & ROTATING

Certification That Prospective Purchaser/Vendor/Contractor/Bidder is Not Barred from Contracting with a Unit of Local Government as a Result of Violation of Either Section 5/33E-3 (Bid-Rigging) or 5/33E-4 (Bid Rotating) of the Illinois Criminal Code.

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from contracting with a unit of local government (720 ILCS 5/33 E-3, and E-4 2013); and

WHEREAS, 720 ILCS 5/33 E-11 (2016) of the Illinois Criminal Code, requires bidders and contractors to verify on a form provided by the unit of local government, that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

NOW, THEREFORE, IT IS HEREBY CERTIFIED TO THE VILLAGE OF NORRIDGE that the undersigned,

[Insert legal name Vendor/Contractor/Bidder]

is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 5/33E-3 or 5/33E-4 of the Illinois Criminal Code.

DATE: _____, 2016

President: _____

Address: _____

City, State, Zip Code _____

ATTEST:

_____ [Seal]

Attest:

Title: