

RESOLUTION NO. 24-R-20

A RESOLUTION APPROVING AND AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH THE STATE OF ILLINOIS

WHEREAS, the Tinley Park-Park District is empowered under the Illinois law, including the Illinois Park Code, to enter into contracts and to acquire, including through purchase or donation, real property for public purposes;

WHEREAS, the State of Illinois, acting by its Department of Central Management Services (the "State"), and Tinley Park-Park District, a body corporate and politic of Cook and Will Counties, Illinois (the "District"), are parties to various documents and proposed documents the first of which in time was a REAL ESTATE ACCESS AGREEMENT entered into between the State and the District as of September 1, 2023, which was then amended three times: the first amendment having been signed October 6, 2023 (First Amendment); the second amendment having been transmitted to the State on November 7, 2023 (Second Amendment); and the third amendment having been transmitted to the State on December 18, 2023 (Third Amendment) – and, as so amended, the REAL ESTATE ACCESS AGREEMENT is herein called "Access Agreement" and is further described and addressed below.

WHEREAS, a certain State Public Act 103-0544 ("Public Act"), effective August 11, 2023, describes a process, with terms and conditions, for the transfer of title (the "Transfer") from the State to the District, to and of a real property site and certain personal property presently situated there, including various real property improvements at, above and below ground level, all located in the Village of Tinley Park, in Cook County, Illinois, which site is the combined locations (the "Locations") of two former State facilities, *i.e.*, the former Tinley Park Mental Health Center, which was closed in July 2012, and the former Howe Developmental Center, which was closed in July 2010 (all of the foregoing, collectively, the "Property"). The Property is generally bounded by Harlem Avenue to the east, 183rd Street to the south, the Metra Rock Island District Line to the north, and 80th Avenue to the west; and for the avoidance of doubt, the District and the State did express in the Access Agreement their common understanding that the term Property includes not just the land, real estate and numerous buildings at the two Locations, but also the personal property presently situated there.

WHEREAS, in the Access Agreement, the District agreed to the accuracy and completeness of the statements indented below, among others, and has agreed to and does hereby reconfirm these statements:

More than 10 years before the August 11, 2023 effective date of the Public Act, the Property was declared to be surplus real property under the State Property Control Act (30 ILCS 605/1, *et seq.*)(the "Control Act"); and over the years since having been declared to be surplus real property of the State, both Locations of the Property have remained closed and have been under management by the State's Department of Central Management Services ("CMS"), and its agents and contractors, pursuant to the Control Act and Article 405 of the Civil Administrative Code of Illinois, which is the Department of Central Management Services Law (20 ILCS 405/405-1, *et seq.*); and during the period of its management CMS, and its agents and contractors have performed all the required management services in good faith and as responsible stewards of the Property focused on the interests of the State of Illinois.

The District has acknowledged that the State and CMS (1) have no knowledge of the existence of any, or the condition of any, below surface improvements at or within the Property, (2) have no knowledge of the condition of the soil, soil gases and ground water at or within the Property, and (3) have represented that they have no knowledge of any below surface conditions at the Property.

WHEREAS, the Access Agreement has been in full effect continuously between the State and the District from and after September 1, 2023, and through the month of January 2024; the purpose of the Access Agreement has been to allow the District and its various advisors, agents, employees, contractors, subcontractors and consultants, both firms and individuals, and the District's Board members, to examine the Property on site, and to conduct certain tests at, and of, the Property, including certain specialized examinations and invasive geotechnical and environmental tests (the examinations and tests, collectively, the "Testing").

WHEREAS, the District's Testing, as allowed under the Access Agreement, is now concluded, and the State and the District are about to execute a Purchase and Sale Agreement for organizing the completion of the Transfer pursuant to the Public Act, and for arranging the consummation of the Transfer transactions.

NOW THEREFORE, be it resolved by the Board of Commissioners of the TINLEY PARK-PARK DISTRICT, Will and Cook Counties, Illinois, as follows:

SECTION 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2: The Testing has been completed to the satisfaction of the District, and the District is prepared to acquire the Property pursuant to the Public Act.

SECTION 3: The District understands and agrees to the Purchase and Sale Agreement and the various exhibits thereto (collectively, the "PSA"), and hereby incorporates the same herein by this reference, including the exhibits attached thereto of the State's Quit Claim Deed and the State's Quit Claim Bill of Sale.

SECTION 4: The District has approved the transactions contemplated for its acquisition of the Property as reflected in the PSA, and how the PSA provides for organizing the completion of the Transfer pursuant to the Public Act, and for arranging the consummation of the Transfer transactions.

SECTION 5: The District confirms that it has authorized the Board President and Board Secretary, both identified herein, to take all actions necessary to complete the Transfer pursuant to the Public Act, and consummate the Transfer transactions, and to sign all documents on behalf of the District that are necessary or otherwise appropriate for those purposes, and confirms that the authorizations given to Board President and Board Secretary include the District's acceptance of the PSA, the State's Quit Claim Deed and the State's Quit Claim Bill of Sale.

SECTION 6: The District acknowledges that the consummation of the Transfer transactions pursuant to the Public Act involves the State providing the Quit Claim Deed containing certain restrictions and rights of reverter, and the Quit Claim Bill of Sale, and that the execution thereof by the District is to bind the District to the provisions thereof, and the District agrees to accept the

State's Quit Claim Bill of Sale, and its Quit Claim Deed with its restrictions and rights of reverter, and to execute the Quit Claim Deed to evidence the District's agreement to abide by the restrictions and rights of reverter.

SECTION 7: That all actions taken up to this point by the District's various advisors, agents, employees, contractors, subcontractors and consultants, both firms and individuals, and the District's Board members, for the Testing and other miscellaneous investigations of the Property and for the consummation of the Transfer transactions pursuant to the Public Act are hereby explicitly approved.

SECTION 8: That the District is aware of and understands the specified restrictions contained in the Quit Claim Deed, and that the District is aware of and understands the rights of reverter contained in the Quit Claim Deed.

SECTION 9: That, on behalf of the District, the Board President and Board Secretary are authorized to bind and execute for the District the PSA, the Quit Claim Deed, and all other documents required by the State, or otherwise required to effectuate the Transfer of the Property pursuant to the Public Act.

SECTION 10: That the District agrees to and shall abide by the restrictions in the Quit Claim Deed described generally in the foregoing resolutions, and the District agrees that the State can rely on the confirmations and acknowledgements in the foregoing resolutions.

SECTION 11: All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed.

SECTION 12: This resolution, and every provision hereof, shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, provision or section of this resolution is void or unconstitutional, the remaining words, phrases, clauses, sentences, paragraphs and provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections not ruled void or unconstitutional shall continue in full force and effect.

SECTION 13: That this resolution shall be in full force and effect on the date approved and passed by the Board of Commissioners of the TINLEY PARK-PARK DISTRICT.

Approved and passed this 21st day of February 2024.

AYES: 5

NAYS: 0

ABSENT: 0

ABSTAIN: 0

TINLEY PARK-PARK DISTRICT

Marie Ryan

President, Board of Park Commissioners

Attest:

[Handwritten Signature]

Secretary, Board of Park Commissioners

**EXHIBIT A
NOTICE TO PROCEED**

TO: Hacienda Landscaping
17840 Grove Road
Minooka, Illinois 60447

Project: 2024 Buedingen Park OSLAD Improvements

You are hereby notified to commence work in accordance with the Agreement dated February 21, 2024 and to complete all work by September 27, 2024 including weekends but excluding legal holidays.

Dated this 21st day of February 2024.

Owner: Marie Ryan

By: Marie Ryan - Board President

Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by on behalf of

_____ (Contractor)

this the _____ of _____, 20_____.

By: _____

Title: _____

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

None

- .2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

Performance Bond, Payment Bond and Insurance as defined in the Project Manual.

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

CONTRACTOR (Signature)

Marie Ryan, President
(Printed name and title)

(Printed name and title)

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