

REVISED
**OPERATIONS & ADMINISTRATIVE
COMMITTEE AGENDA**

Called by: Keith McDonald, Chairman

Members: John Butitta, Paul Arena,
Joe Hoffman, Jaime Salgado, Valerie
Hanserd, Michael Thompson

DATE: THURSDAY, MARCH 2, 2023

TIME: 5:30 PM

LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

A. Call to Order

B. Roll Call

C. Approval of December 15, 2022 Minutes

D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.

E. Resolution Approving and Authorizing the Execution of a Contract for Purchase and Sale/Addendum of Properties Located in Rockford, IL: 720 Chestnut St., 705 Green St., and Parking Lots (318 S. Rockton Ave., 314 S. Rockton Ave., and 308 S. Rockton Ave.)

F. Future Agenda Items

G. Adjournment

**Winnebago County Board
Operations and Administrative Committee Meeting**
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, December 15, 2022
5:30 PM

Present:

Keith McDonald, **Chairperson**
John Butitta
Paul Arena
Valerie Hanserd
Joe Hoffman
Jaime Salgado
Michael Thompson

Others Present:

Patrick Thompson, County Administrator
Dave Rickert, Chief Financial Officer
Ann Johns, Purchasing
Lafakeria Vaughn, State's Attorney's Office
John Sweeney, County Board Member
John Guevara, County Board Member
Brett Frazier, Animal Services

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of September 1, 2022 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Awarding Annual Fire Alarm Inspection Services
- F. Resolution Approving Emergency Agreement With Terracon
- G. Ordinance Amending Chapter 14 of the Winnebago County Code of Ordinances Regarding Registration Fees for Dogs and Cats
- H. Ordinance Amending Chapter 2, Article II, Division 4 of the Winnebago County Code Relating to the Rules of Procedure of the County Board of the County of Winnebago, Illinois
- I. Future Agenda Items
- J. Adjournment

Chairperson McDonald called the meeting to order at 5:30 PM.

Roll Call

Chair Keith McDonald yes, John Butitta yes, Paul Arena yes, Valerie Hanserd yes, Joe Hoffman yes, Jaime Salgado yes, Michael Thompson yes.

Approval of September 1, 2022 Minutes

Motion made to approve the September 1, 2022 minutes.

The committee unanimously approved the minutes of September 1, 2022.

Public Comment

Chairperson McDonald omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution Awarding Annual Fire Alarm Inspection Services

A motion was made and seconded to approve the Resolution awarding annual fire alarm inspection services.

- A discussion followed.

Motion passed with unanimous voice vote.

Resolution Approving Emergency Agreement With Terracon

A motion was made and seconded to approve the Resolution approving the emergency agreement with Terracon.

- A discussion followed.

Motion passed with unanimous voice vote.

Ordinance Amending Chapter 14 of the Winnebago County Code of Ordinances Regarding Registration Fees for Dogs and Cats

A motion was made and seconded.

- A discussion followed.

Motion passed with unanimous voice vote.

Ordinance Amending Chapter 2, Article II, Division 4 of the Winnebago County Code Relating to the Rules of Procedure of the County Board of the County of Winnebago, Illinois

Motion: Chairperson McDonald. Second: Mr. Arena.

- Mr. Thompson reported the Ordinance was referred back to committee from the County Board with the addition of Sections 2-91 and 2-92. The Ordinance is on the table for discussion.
- A discussion followed.

Mr. Arena moved that following G., the new H., “The Chair may terminate attendance by other means in the event conditions of paragraph F. and paragraph G. are not met.” For clarity, paragraph F. says “the member shall maintain proper decorum and the member must be physically present and able to communicate effectively.” H. would become I. and at the end of the paragraph, following the period, “Attendance by other means shall be limited to four times in a calendar year.”

Second: Mr. Butitta.

- Chairman McDonald called for discussion.

Ordinance passed unanimously by voice vote.

Chairman McDonald called for any discussion on the amended Ordinance and motioned for approval.

The amended Ordinance passed unanimously by voice vote.

Other Business

- Vice Chairperson - Chairman McDonald discussed the open position of Vice Chairperson to the committee. Ms. Hanserd agreed to accept the position of Vice Chairperson to the Operations and Administrative Committee.
- Schedule of Meetings – Committee members agreed to keep the same schedule of meeting on Thursday's at 5:30 pm.

Motion to Adjourn. Moved: Mr. Butitta, Seconded: Mr. Salgado.
Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant



Resolution Executive Summary

Prepared By: Lafakeria Vaughn
Committee: Operations and Administrative Committee
Committee Date: March 2, 2023
Resolution Title: Resolution Approving and Authorizing the Execution of a Contract for Purchase and Sale/Addendum of Properties Located in Rockford, IL: 720 Chestnut St., 705 Green St., and Parking Lots (318 S. Rockton Ave., 314 S. Rockton Ave., and 308 S. Rockton Ave)
County Code: Not Applicable
Board Meeting Date: March 9, 2023

Budget Information

Budgeted? NO	Amount Budgeted?
If not, originally budgeted, explain the funding source? N/A	
If ARPA or CIP funded, original amount requested? N/A	
Actual Amount? N/A	
Over or Under approved amount? N/A	By: N/A
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: N/A Descriptor: N/A	

Background Information: The County of Winnebago, Illinois (County) owns properties located in Rockford, IL at 720 Chestnut Street, 705 Green Street, and Parking Lots (318 S. Rockton Avenue, 314 S. Rockton Avenue, and 308 S. Rockton Avenue) (hereinafter the "Subject Properties"). Rock Valley College (RVC) desires to purchase the Subject Properties from the County and the County is willing to sell the properties to RVC.

Recommendation: Staff concurs

Contract/Agreement: Contract for Purchase and Sale/Addendum

Legal Review: Legal review conducted by State's Attorney's Office

Follow-Up: Execution of Contract for Purchase and Sale/Addendum

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2023 CR_____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
CONTRACT FOR PURCHASE AND SALE/ADDENDUM OF PROPERTIES LOCATED
IN ROCKFORD, IL: 720 CHESTNUT ST., 705 GREEN ST., AND PARKING LOTS (318
S. ROCKTON AVE., 314 S. ROCKTON AVE., AND 308 S. ROCKTON AVE)**

WHEREAS, the County of Winnebago, Illinois (County) owns properties located in Rockford, Illinois at 720 Chestnut Street, 705 Green Street, and Parking Lots (318 S. Rockton Avenue, 314 S. Rockton Avenue, and 308 S. Rockton Avenue) (hereinafter the “Subject Properties”); and

WHEREAS, Rock Valley College desires to purchase the Subject Properties and has submitted an offer to purchase in the total amount of \$350,000.00; and

WHEREAS, the County is authorized, pursuant to Section 5-1005 (2) of the Counties Code, 55 ILCS 5/5-1005 (2), to sell and convey or lease any real or personal estate owned by the County; and

WHEREAS, the County is willing to sell the Subject Properties to Rock Valley College and has determined that it would be in the best interests of the citizens of Winnebago County, Illinois for the sale.

NOW THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph V. Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, Illinois to accept and execute the Contract for Purchase and Sale/Addendum for the properties located in Rockford, Illinois at 720 Chestnut Street, 705 Green Street, and Parking Lots (318 S. Rockton Avenue, 314 S. Rockton Avenue, and 308 S. Rockton Avenue) to Rock Valley College.

BE IT FURTHER RESOLVED, that the contract entered into by Joseph V. Chiarelli pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Contract For Purchase and Sale/Addendum which is attached to this Resolution and marked as “Exhibit A”.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the County Auditor, County Treasurer, County Administrator, County Purchasing Director and Facilities Engineer.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

Agree

Disagree

Keith McDonald, Chairman

Keith McDonald, Chairman

Valerie Hanserd

Valerie Hanserd

Paul Arena

Paul Arena

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

Michael Thompson

Michael Thompson

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

Joseph V. Chiarelli
Chairman of the County Board
of the County of Winnebago, Illinois

Lori Gummow
Clerk of the County Board
of the County of Winnebago, Illinois

JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA"
AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR"

CONTRACT FOR PURCHASE AND SALE

For Use with Existing Commercial and Industrial Buildings

(Not to Include the Sale of a Business)

(Complete All Blanks and Delete Inapplicable Language)

LISTING OFFICE: N/A Phone: _____
Listing Broker: N/A Broker Number: _____
Email: _____ Phone: _____ Fax: _____
Seller's Attorney: Lafakaria S. Vaughn, Winnebago County State's Attorney's Office Phone: 815-319-4799
Email: lvaughn@sao.wincoil.gov Fax: 815-319-4798
SELLING OFFICE: N/A Phone: _____
Selling Broker: N/A Broker Number: _____
Email: _____ Phone: _____ Fax: _____
Buyer's Attorney: Matthew Gardner, Robbins Schwartz Phone: 312-332-7760
Email: mgardner@robbins-schwartz.com Fax: 312-332-7768

Designated agents of the Listing Broker are agents of the Seller. Designated agents of the Selling Broker are agents of the Buyer unless a dual agency agreement is signed.

CONFIRMATION OF CONSENT TO DUAL AGENCY

The undersigned confirm that they have previously consented to _____, Licensee, acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document. Seller's Initials: _____/_____ Buyer's Initials: _____/_____

1. Seller. To: (SELLER) County of Winnebago
Email: _____ Phone: _____
of 404 Elm Street, Rockford, IL 61101 (Address & Zip Code)
2. Buyer. The Undersigned (BUYER) Rock Valley College
Email: _____ Phone: _____
of 3301 North Mulford Road, Rockford, IL 61114 (Address & Zip Code)
3. Premises. Offers to purchase the following described real estate situated in (Winnebago) _____
(_____) County, Illinois, commonly known as: See Attached Addendum.
_____ Property I.D.#: See Attached Addendum.
and legally described as: See Attached Addendum.

- _____ being a commercial/industrial premises.
4. Purchase Price. And to pay you \$ 350,000.00 - See Attached Addendum.
~~with \$ _____ as earnest money (a minimum of 5% of the purchase price is recommended) to be tendered by Buyer no later than one business day following the date of the accepted Contract (which earnest money shall be increased to a total of \$ _____ within one business day following the expiration of the Attorney Approval period as set forth in Paragraph 6 herein to be applied to the purchase price, if Contract is not subject to SB financing contingency. Buyer will furnish written confirmation of funds to close from a financial institution within _____ business days of acceptance of this Contract).~~

5. *Contingencies. Buyer's obligations pursuant to this Contract are contingent upon the following: (*See attached Addendum adding and incorporating Section 5.G.)
A. Inspection. Buyer's inspection, which may include, but shall not be limited to, radon, mold, pest, mechanical, or structural inspections, at Buyer's expense. Seller shall arrange for all utilities to be on at the time of inspection. The inspection shall cover only major

components of the real estate, including but not limited to, heating and cooling systems, plumbing and well system, electrical system, roof, walls, windows, ceilings, floors, appliances and foundation. If Buyer notifies Seller on or before March 29, 2023 that the results of the inspection are unacceptable to Buyer, this Contract shall be void. If Buyer does not notify Seller by said date that the results of the inspection are unacceptable to Buyer, this provision shall be deemed waived and this Contract shall remain in effect.

B. Financing. Obtain by _____, a written mortgage loan commitment containing the following terms: loan amount not less than ____ % of the purchase price due in not less than ____ years amortized over ____ years with (Fixed) (Adjustable) interest at not more than ____ % per year and lender required flood insurance premiums not to exceed \$_____ per year, or containing other terms acceptable to Buyer. Buyer shall provide to Seller by the above date a copy of the Lender's loan commitment or upon Seller's request will provide a denial letter if available from Buyer's lender. The issuance of a commitment containing the above-specified terms or Buyer's written acceptance of a commitment containing other terms shall satisfy this contingency. Seller agrees to pay Buyer's closing costs not exceeding \$_____ (to include all costs paid to third parties in connection with the closing, prepaid mortgage interest, insurance and tax reserve deposits).

C. Appraisal. Obtain by _____, an appraisal prepared by an Illinois licensed appraiser indicating the value of the premises to be equal to or greater than the purchase price.

D. Sale of Property. (Enter into a contract for the sale of property for not less than \$_____ or a lesser amount as is accepted by _____ and) complete the sale of property in which Buyer now has an interest located at _____

_____ on or before _____. Seller reserves the right to accept another bona fide offer subject to the rights of Buyer under this Contract. In the event Seller accepts another bona fide offer, Seller shall deliver a notice to eliminate contingency to Buyer. Within 72 hours of receipt of such notice, Buyer shall deliver written notice to Seller of removal of this contingency and **all** other Buyer contingencies AND (a) provide a written commitment for a non-contingent bridge loan, OR (b) provide evidence of available funds sufficient to allow Buyer to complete the transaction, or this Contract shall be void.

E. Document Review. Review the following documents to be delivered by Seller by the date below (insert date if applicable):

_____ Copy of written leases/rental agreements, terms of any oral leases, or options to renew/options to purchase;

_____ List of tenants, monthly rental and security deposits;

_____ Estoppel certificates from lessee(s) of the premises confirming the terms of the lease(s) and the status thereof;

_____ Written confirmation from zoning authority that the premises are presently zoned _____ and present use is (conforming) (legally non-conforming);

Unless Buyer gives written notice within five business days of the date listed above that the information furnished is not acceptable to Buyer, this Contract shall remain in effect.

F. Environmental Assessment. Obtain by March 29, 2023 a written Phase I environmental site assessment report conducted pursuant to current U.S. EPA, Illinois EPA and ASTM standards, at (Seller's)(Buyer's) expense and unless such assessment report is disapproved by Buyer in writing by March 29, 2023, this Contract shall remain in effect.

See Notice Regarding Environmental Liability Immediately Above Signature Lines.

6. Attorney's Approval. This Contract is subject to Buyer's and Seller's attorney's written disapproval of this Contract on or before the inspection period listed in Paragraph 5A, or

within seven (7) business days of the final acceptance of this Contract, whichever is later. In the absence of notice within the time specified, this provision shall be deemed waived and this Contract shall remain in effect.

7. Failure of Contingency. Except as otherwise provided, if any contingency cannot in good faith be carried out, this Contract shall become void and the earnest money shall be returned to Buyer pursuant to the provisions of Paragraphs 10 and 17 hereof.

8. Closing. This transaction shall be closed on March 31, 2023 or on such date as mutually agreed by the parties in writing, and Seller shall deliver possession of the premises in broom-clean condition and free of debris, both interior and exterior, **at time of closing**. The premises shall be vacant at closing, unless it is (check if applicable):

☐ Subject to tenant's lease terms submitted by Seller pursuant to Paragraph 5E; or

☐ Subject to Occupancy Rider.

A final inspection of the real estate, fixtures, and personal property may be made by Buyer within 48 hours prior to closing to determine whether the premises is in the same condition as of the time Buyer entered into the Contract.

9. Prorations and Credits. Rents, utilities, pre-paid service contracts, property taxes, association dues, and other similar items shall be prorated and credited along with security deposits and prepaid items through date of closing. Tax prorations shall be based upon the actual tax bill if known for a specific tax year; otherwise shall use the most recent assessment and exemption information available and 105% of the most recent tax rate and shall be final as of closing. Seller shall pay at closing all special assessments, special service area taxes, or fees or other similar items charged against the premises approved, enacted or confirmed prior to date of final acceptance of contract by a public body, private association or a Court.

10. Earnest Money. The earnest money shall be held by UNITED TITLE CO., referred to as "Escrowee," for the mutual benefit of the parties in a non-interest bearing account. If an earnest money dispute arises, Escrowee shall be authorized to release the earnest money ONLY upon written direction executed by all parties or order of Court; **provided, however, in the event the premises is being sold through a RAAR listing and a dispute solely involving earnest money arises, the parties agree to submit the dispute to binding arbitration if available through RAAR under arbitration rules and procedures approved by RAAR and WCBA.**

11. Personal Property. Seller warrants that Seller owns and agrees to transfer to Buyer the following: all heating, plumbing, electrical systems and fixtures; water heater; existing storms and screens; attached and built-in cabinets and shelves; attached carpet; attached mirrors; all planted vegetation; and the following: (Check or enumerate applicable items)

(☐ furnaces), (☐ air conditioners) (security system) (☐ water heaters)

(☐ water softeners) (☐ water filtration systems)

Other items included: NONE.

Other items excluded: NONE.

Seller warrants there are no rented fixtures or equipment except: NONE.

12. Seller Warranty. Seller agrees to deliver possession of the premises and personal property in the same condition as it is at the date of this Contract, ordinary wear and tear excepted. Buyer acknowledges that Buyer has inspected the premises and personal property and is acquainted with its condition, and accepts the same in "AS IS" condition as of the time Buyer executed this Contract, except Seller warrants the heating (and air conditioning) equipment

and systems, water heater, (water softener), plumbing and electrical equipment and systems, kitchen appliances, and where applicable (septic system), (well), and (sprinkling system), to be in normal operating condition as of possession transfer. A system shall be deemed to be in normal operating condition if it performs the function for which it is intended regardless of age and does not constitute a threat to health or safety. Unless written notice of breach of warranty is delivered by Buyer to Seller prior to possession transfer, this warranty will be conclusively deemed to have been satisfied; provided, however, that Buyer shall have six (6) months after possession transfer to provide written notice to Seller of any defect existing as of possession transfer in the heating (and air conditioning) equipment and systems, (septic system), or (sprinkling system) if said equipment could not be tested by Buyer at the time of any inspection conducted in conjunction with this Contract.

If deleted pursuant to Paragraph 23B As Is: Seller's Initials ____/____ Buyer's Initials ____/____

13. Water System Evaluations. Seller shall provide to Buyer by _____ at Seller's expense:

A. An evaluation of the well and septic systems, where applicable, dated within 90 days of closing including sampling of the well verifying that the water is bacteriologically safe, that the nitrate level is within requirements approved by the State of Illinois, that the well and septic systems meet with all applicable health department requirements and are in normal operating condition without observable defects. The well and septic evaluations shall be conducted by the local county health department or an Illinois licensed environmental health practitioner in accordance with local health department requirements. If Seller does not provide Buyer with satisfactory well and septic evaluations by the above date, then this Contract shall be voidable at the option of Buyer as Buyer's exclusive remedy.

B. A sanitary sewer connection Certificate of Compliance where required by local ordinance. If Seller does not provide the Certificate of Compliance by the above date, then this Contract shall be voidable at the option of Buyer as Buyer's exclusive remedy.

C. Where applicable, a Cross Connection Certificate of Compliance relating to lawn and building sprinkling systems dated within one year of the date of closing. If Seller does not provide the Certificate of Compliance by the above date, then this Contract shall be voidable at the option of Buyer as Buyer's exclusive remedy.

14. Hazardous Substances. **Seller warrants that (1) Seller has not conducted, authorized or permitted the generation, transportation, storage, treatment or disposal at or from the premises of any hazardous substance as defined by the Federal Emergency Planning and Community Right to Know Act of 1986, and (2) Seller is not aware of and has not caused or allowed the release of any petroleum products on or from the premises prior to closing. This warranty is specifically intended to survive the closing of this transaction.**

15. Title Insurance. Seller shall furnish current title insurance commitment in the amount of the purchase price to Buyer prior to closing, and final policy thereafter, at Seller's expense, from a title company with a closing office located in the county where the premises is located, showing merchantable title subject only to the following permitted exceptions: a) all accrued taxes, fees and special assessments credited to Buyer at closing; b) building setbacks, use and occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d) easements for the use of public utilities; e) roads and highways; f) existing leases and tenancies approved by Buyer under Paragraph 5E, if any. None of these exceptions shall be considered permitted exceptions if they are violated by the existing improvements or present use of the premises or if they materially restrict the reasonable use of the premises. If Seller cannot deliver merchantable title to Buyer at closing subject only to permitted exceptions, this Contract shall be voidable at Buyer's option and the earnest money shall be returned to

- 193 Buyer.
- 194 16. Destruction of the Premises. If prior to delivery of deed or agreement for deed the
- 195 improvements on the premises shall be destroyed or materially damaged by fire or other
- 196 casualty, Buyer shall have the option of declaring this Contract void and receiving a refund
- 197 of earnest money paid, or of accepting the premises as damaged or destroyed, together with
- 198 the proceeds of any insurance payable as a result of the destruction or damage, which
- 199 proceeds Seller agrees to assign to Buyer.
- 200 17. Liquidated Damages. SHOULD BUYER FAIL TO PERFORM THIS CONTRACT
- 201 PROMPTLY IN THE TIME AND MANNER SPECIFIED, THE EARNEST MONEY
- 202 SHALL BE FORFEITED BY BUYER AS LIQUIDATED DAMAGES SUBJECT TO THE
- 203 PROVISIONS OF PARAGRAPH 10, AS SELLER'S EXCLUSIVE REMEDY, AND THIS
- 204 CONTRACT SHALL BE VOID. IN ANY ACTION TO ENFORCE THE TERMS OF
- 205 THIS CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO
- 206 REASONABLE ATTORNEYS FEES AND COSTS.
- 207 18. Time of the Essence. Time is of the essence of the terms and conditions of this Contract.
- 208 19. Closing Documents and Funds. At closing Seller shall convey merchantable title to the
- 209 premises, subject to permitted exceptions, to Buyer or whomever Buyer may direct by
- 210 stamped recordable ~~quit claim~~ deed or such other appropriate deed or agreement for deed as
- 211 required. At closing Seller shall convey merchantable title to the personal property to Buyer
- 212 or whomever Buyer may direct by Bill of Sale. The title company closing fee shall be paid
- 213 by a Buyer with a mortgage and shall be divided equally between the parties if Buyer has no
- 214 mortgage. The remainder of the purchase price or any further part of it then due shall be paid
- 215 and all documents required by the transaction shall be signed and delivered.
- 216 20. Governmental Compliance. The parties agree to comply with the following federal or state
- 217 acts when applicable:
- 218 A. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing;
- 219 B. Federal Real Estate Settlement Procedures Act (RESPA); and
- 220 C. Illinois Good Funds Act.
- 221 21. Notices. All required notices shall be in writing and shall be served directly upon any one of
- 222 the parties to whom the notice is directed, or the party's real estate brokers or attorneys, by
- 223 (a) personal delivery, (b) regular or express mail, (c) FAX machine, or (d) e-mail if an e-mail
- 224 address has been furnished by the recipient or is shown on this Contract. Notices shall be
- 225 deemed satisfactorily delivered at the time of personal delivery, mailing, FAX, or e-mail
- 226 transmission regardless of the time of actual receipt by the other party, or their attorney, or
- 227 real estate broker, except that actual receipt by Buyer, Buyer's broker, or attorney of the
- 228 notice to eliminate contingency shall be required pursuant to Paragraph 5D of this Contract.
- 229 For purposes of execution of this Contract and providing subsequent notices, including
- 230 contingency removals, any electronically signed document or document transmitted by FAX
- 231 or e-mail shall be treated as an original document. Business days are defined as Monday
- 232 through Friday excluding federal holidays.
- 233 22. Entire Agreement. Following execution by the last party, this Contract shall be deemed
- 234 effective only upon delivery to the other party, as provided for notices in the preceding
- 235 paragraph. This document represents the entire agreement and shall be binding upon the
- 236 parties, their heirs, successors, and assigns.

23.Optional Standard Clauses. The following Optional Standard Clauses shall apply only if Seller's Buyer's initialed by all parties: **(Identify applicable clauses and initial, complete, and make applicable deletions)**

____/____ ____/____ A. Cancellation of Prior Contract. This Contract is subject to the cancellation of Seller's prior contract by _____.

____/____ ____/____ B. As Is. Buyer accepts the premises in all respects (except well and septic systems) in "AS IS" condition as of date of Contract and waives the provisions of Paragraph 12 hereof. **(Delete Paragraph 12 and initial deletion - does not affect Paragraph 13.)**

____/____ ____/____ C. Repair Rider is incorporated by reference.

____/____ ____/____ D. Flood Certification. (For use with cash or Seller financed transactions only.) This Contract is subject to Buyer obtaining within seven (7) business days of the acceptance of this Contract, a determination that the premises are not located in a FEMA designated special flood hazard ("A Zone") area or this Contract shall be void.

____/____ ____/____ E. Survey Rider is incorporated by reference.

____/____ ____/____ F. Occupancy Rider is incorporated by reference - Also see Paragraph 8.

____/____ ____/____ G. Condo Rider is incorporated by reference.

____/____ ____/____ H. Short Sale Rider is incorporated by reference.

____/____ ____/____ I. Agreement for Deed Rider is incorporated by reference.

____/____ ____/____ J. Tax-Deferred Exchange. The parties agree to cooperate in the completion of a tax-deferred exchange in accordance with the applicable provisions of the Internal Revenue Code; provided, however, that no party shall be required to accept conveyance of and re-convey other premises unless specifically agreed to in writing by them. A party's rights under this Contract, however, may be assigned to a qualified third party escrowee to accomplish a "Starker" exchange.

NOTICE TO PARTIES

BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER, BUYER, OR REAL ESTATE BROKER. THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH SEPARATE LEGAL COUNSEL PRIOR TO THE EXECUTION OF THIS AGREEMENT.

NOTICE REGARDING ENVIRONMENTAL LIABILITY

BECAUSE OF THE RISK OF SUBSTANTIAL LIABILITIES RESULTING FROM THE OWNERSHIP OF REAL ESTATE THAT MAY BE AFFECTED BY ENVIRONMENTAL DEFECTS OR OTHERWISE SUBJECT TO FEDERAL AND/OR STATE ENVIRONMENTAL REGULATIONS, SELLERS AND BUYERS ARE ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS PRIOR TO EXECUTING A CONTRACT FOR PURCHASE AND SALE, REGARDING SUCH LIABILITY RISKS AND REGARDING ADDITIONAL CONTRACT LANGUAGE ADDRESSING THE ASSESSMENT OF ENVIRONMENTAL LIABILITY RISKS.

Dated: _____ and to be accepted by: _____

BUYER: Rock Valley College BY: _____

Presented to Seller _____ (date) Seller's Initials: ____/____

Countered: _____ with counteroffer to be accepted by: _____

SELLER: County of Winnebago BY: _____

Date of Final Acceptance & Delivery: _____ **(Insert after all terms and conditions have been agreed upon)**

Escrowee acknowledges receipt of the earnest money (Cash/Check/Note):

ESCROWEE: _____

**ADDENDUM TO CONTRACT FOR PURCHASE AND SALE FOR PROPERTIES:
720 CHESTNUT ST., 705 GREEN ST., AND PARKING LOTS (318 S. ROCKTON AVE.,
314 S. ROCKTON AVE., AND 308 S. ROCKTON AVE).**

This Addendum to Contract for Purchase and Sale for Properties: 720 Chestnut St., Rockford, IL 61102; 705 Green St., Rockford, IL 61102 and Parking Lots (318 S. Rockton Ave., Rockford, IL 61102, 314 S. Rockton Ave., Rockford, IL 61102 and 308 S. Rockton Ave., Rockford, IL 61102) (referred to collectively as the “Properties”) (the “Addendum”) is made and entered into as of this day of March ____, 2023, by and between County of Winnebago, an Illinois body politic and corporate (“Seller”), and the proposed buyer, Rock Valley College (“Buyer” and referred to collectively with Seller as the “Parties”).

WHEREAS, in conjunction with executing this Addendum, the Parties shall enter into a standard Contract for Purchase and Sale of the Properties (“Contract”); and

WHEREAS, the Parties hereby seek to add a contingency to Section 5.G. of the Contract relating to the Buyer’s purchase of nearby real estate; and

WHEREAS, the Parties seek to incorporate and modify the Survey Rider relating to a survey for the Properties; and

WHEREAS, Parties seek to incorporate the following amendments as set forth in this Addendum to the Contract:

NOW, THEREFORE, the Seller and Buyer do hereby amend the Contract as follows:

1. **Premises.** Section 3 of the Contract shall be amended to add the following:
 3. **Premises.** Offers to purchase the following described real estate situated in Winnebago County, Illinois, commonly known as:
 - 720 Chestnut St., Rockford, IL 61102, P.I.N. # 11-22-404-001, WEST ROCKFORD SUB ½ VAC ALLEY BY 84-26-1565 ADJ LOTS 1 THRU 5 & ALL LOTS 1 THRU 005 BLOCK 046);
 - 705 Green St., Rockford, IL 61102, P.I.N. #11-22-404-003 (LEAVITTS WEST ROCKFORD SUB E1/2 VAC ALLEY BY 84-26-1565 ADJ LTS 6 THRU 10 & (EXC THAT PT TO CITY BY 06-17959) ALL LOTS 6 THRU 10 BLK 46); and,
 - Parking Lot
 - 318 S. Rockton Ave., Rockford, IL, P.I.N. #11-22-476-007 (WEST ROCKFORD SLY 33 FT LOT 003 BLOCK 039);
 - 314 S. Rockton Ave., Rockford, IL, P.I.N. #11-22-476-006 (WEST ROCKFORD NLY 33 FT LOT 003 BLOCK 039);
 - 308 S. Rockton Ave., Rockford, IL, P.I.N. #11-22-476-005 (WEST ROCKFORD LOT 002 BLOCK 039).
2. **Purchase Price.** Section 4 of the Contract shall be amended to reflect the purchase price as follows:
 4. **Purchase Price.** The total purchase price for the Properties is \$350,000.00, but each property shall be separately valued as follows for purposes of obtaining title insurance:
 - a. 720 Chestnut St., Rockford, IL: \$200,000.
 - b. 705 Green St., Rockford, IL: \$100,000.

- c. Parking Lot (318 S. Rockton Ave., Rockford, IL 61102, 314 S. Rockton Ave., Rockford, IL 61102 and 308 S. Rockton Ave., Rockford, IL 61102): \$50,000.

All other terms in Section 4 shall be stricken.

3. **Real Estate Purchase Contingency.** Section 5.G. of the Contract shall be added as follows:

5.G. **Purchase of Additional Property.** Buyer shall complete and close on the purchase of each of the following properties by twenty-one (21) days after the date listed in Section 4.b. of this Addendum (“Winnebago St. Properties”):

- 327 S. Winnebago St., Rockford, Illinois 61102, P.I.N.# 11-22-476-013 (-009-008) (WEST ROCKFORD AND S 50FT LOT 7 + ALL LOT 006 BLOCK 039) and,
- 428 S. Winnebago St., Rockford, Illinois 61102, P.I.N #11-22-477-003 (WEST ROCKFORD ALL LOT 005 BLOCK 034).

Buyer is already under contract for the purchase and sale for the Winnebago St. Properties. Buyer and Seller shall work in good faith to schedule the closing of this transaction so that it occurs simultaneously with Buyer’s purchases of the Winnebago St. Properties. In the event that the Buyer does not close on the Winnebago St. Properties for whatever reason, Buyer shall have the right to terminate this Contract and all earnest money shall be returned.

The Parties agree that Seller shall have one (1) year from final Board approval, to vacate the property located at 720 Chestnut Street, Rockford IL. The timeframe may be extended by mutual agreement of the Parties.

4. **Survey.** The Buyer shall, at its own expense obtain a survey of the Properties as set forth below:
- a. Buyer shall be responsible for providing and paying for the survey;
 - b. Buyer shall have until March 10, 2023, to complete the survey and shall thereafter have fourteen (14) days after receipt of the survey to examine and review the survey and to notify the Seller of any objections to the survey.
 - c. Buyer shall have the right to object to any matters shown on the survey which would prohibit construction of a reasonable commercial use building on the Property, including but not limited to any easements for public utilities. If the Seller is not able to cure or insure over any of the Buyer’s objections, the Buyer shall have the right to terminate the Contract.

5. **Title Insurance.** Section 15 of the Contract shall be modified to add the following:

15. **Title Insurance.** Seller shall furnish a current title insurance commitment for each of the Properties as provided in Section 1 of this Addendum in the amount of the corresponding purchase price as provided in Section 2 of this Addendum, to Buyer prior to Closing and final policies thereafter, at Seller’s expense. The cost and expense of any endorsements to the title policy requested by the Buyer shall be borne by the Buyer.

6. **Seller Representations and Warranties.** Seller hereby represents and warrants that the following are true and correct in all material respects:
- a. Seller has full right to enter into this Agreement and to perform Seller’s obligations contemplated herein. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller’s valid and binding obligation, enforceable against Seller in accordance with its terms.
 - b. To the best of Seller’s knowledge, during Seller’s period of ownership of the Property, Seller has not received notice of any eminent domain or private purchase in lieu of such

proceeding that would materially adversely affect the Property, and which has not been completed.

- c. To the best of Seller's knowledge, during Seller's period of ownership of the Property, Seller has not received notice of any action, suit or proceeding pending or expressly threatened in writing against Seller or the Property that would materially adversely affect Seller's ability to perform its obligations under this Agreement.
 - d. To the best of Seller's knowledge, no consents or waivers of or by any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.
 - e. To the best of Seller's actual knowledge, there are no leases or other agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof.
 - f. To the best of Seller's knowledge, during Seller's period of ownership of the Property, Seller has not received any notice advising or alleging that the Property and the use and operation thereof are not in compliance with any applicable municipal and other governmental laws, ordinances, rules, regulations, codes, licenses or permits, that has not been cured, released or resolved. To Seller's knowledge, the Property and the use and operation thereof are in compliance with all applicable municipal and other governmental laws, ordinances, rules, regulations, codes, licenses or permits.
 - g. Seller is not an applicant for, nor does Seller have actual knowledge of, any pending proceeding for the rezoning of the Property or any portion thereof, or the taking of any other action by governmental authorities that would have a material adverse impact on the value of the Property or the use thereof.
 - h. There presently are not pending, and the Seller has not received written notice of any special assessments of any nature with respect to the Property.
7. **Board Approval.** Section 25 of the Contract shall be added as follows:
25. **Board Approval.** The Parties agree that this Contract and Addendum are subject to final approval by the Winnebago County Board and the Rock Valley College Board of Trustees. In the event that either board does not approve this Contract and Addendum, either Party may terminate this Contract.

<signature page follows>

IN WITNESS WHEREOF, the parties to this Addendum to Contract for Purchase and Sale have hereunto executed on the date last written below.:

County of Winnebago, Illinois (Seller):

Rock Valley College (Buyer):

By: _____
Joseph V. Chiarelli
Chairman of the County Board
of the County of Winnebago, Illinois

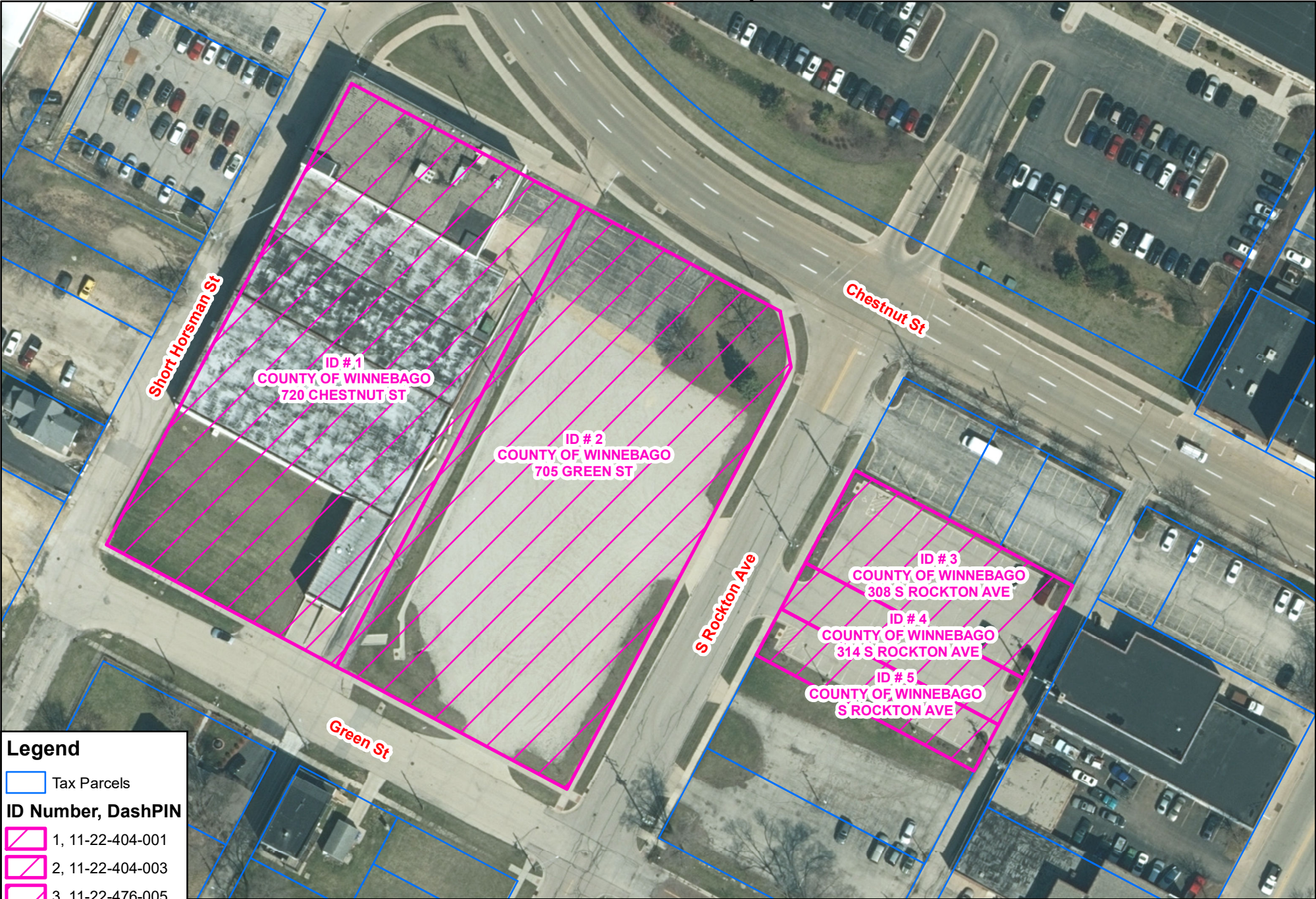
By: _____

Date: _____

Date: _____

Attest: _____
Lori Gummow
Winnebago County Clerk

Site Location Map



Legend

Tax Parcels

ID Number, DashPIN

	1, 11-22-404-001
	2, 11-22-404-003
	3, 11-22-476-005
	4, 11-22-476-006
	5, 11-22-476-007

The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's Office.

1 inch = 80 feet

