

ORDINANCE #20-21-04

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN
PERSONAL PROPERTY OF THE DISTRICT**

WHEREAS, Section 8-22 of the Illinois Park Code requires the adoption of an ordinance passed by a vote of 3/5 of the members of the park board then holding office declaring personal property that the park district desires to sell "no longer necessary, useful to or for the best interest of the park district" and that the conveyance or sale of said personal property may be set in any manner that the park board may designate, with or without advertising the sale (70 ILCS 1205/8-22); and

WHEREAS, 3/5 of the members of the Board of Park Commissioners (the "Board") of the Hanover Park Park District (the "District") have determined that the vehicle owned by the District and described on Exhibit A attached hereto and incorporated herein (the "Vehicle"), is no longer necessary, useful to, or for the best interests of the District;

NOW, THEREFORE, BE IT ORDAINED by the Board of Park Commissioners of the Hanover Park Park District, Cook and DuPage Counties, Illinois, as follows:

SECTION ONE: The Board hereby determines and declares the Vehicle to be no longer necessary, useful to, or for the best interests of the District, and approves of the sale of the Vehicle in "AS IS" condition, after advertising the sale thereof in the Daily Herald, provided (1) said highest bid meets or exceeds the minimum sales price; and (2) the Purchaser of the Vehicle shall be required to sign the Disclaimer and Hold Harmless Agreement in form as is attached hereto as Exhibit B, which is expressly incorporated herein (the "Disclaimer").

SECTION TWO: The Board hereby authorizes the Executive Director to sign the Disclaimer where applicable, and to sign such vehicle titles and bills of sale and any other documents necessary to convey the Vehicle in "AS IS" condition and in accordance with the provisions set forth in Section One of this Ordinance.

SECTION THREE: In the event the Vehicle listed on Exhibit A is unable to be sold after solicitation to the public by publication in the Daily Herald, the Executive Director is authorized to apply for a title for the Vehicle as junk and to recycle it or otherwise dispose of such unsold Vehicle in an environmentally sound manner.

SECTION FOUR: SEVERABILITY. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION FIVE: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE: COMMISSIONER FUENTEZ, GRIMA, MORRISON,

AYES: 4 & PRESIDENT ELKINS

NAYS: 0 NONE

ABSENT: 1 COMMISSIONER DUESING

PASSED: November 23, 2020

APPROVED: November 23, 2020



Mark Elkins, Park Board President

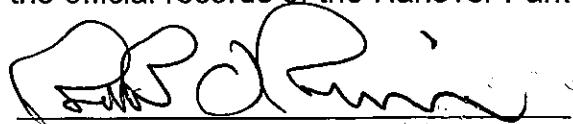
ATTEST:



Bob O'Brien, Park Board Secretary

CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of the Hanover Park Park District, DuPage and Cook Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance #20-21-04, enacted on November 23, 2020, and approved on November 23, 2020, as the same appears from the official records of the Hanover Park Park District.



Bob O'Brien, Secretary

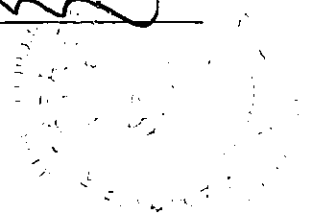


EXHIBIT A

SURPLUS EQUIPMENT LIST

2004 Ford F-150 Heritage Pickup Truck

Vin # 2FTRF17204CA63424

77,565 Miles

Estimated Value \$ 500.00

EXHIBIT B

**Hanover Park Park District
Equipment Disclaimer and Hold Harmless Agreement**

2004 Ford F-150 Heritage Pickup Vin # 2FTRF17204CA63424

HANOVER PARK PARK DISTRICT (the "Seller") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE regarding the used vehicle, being conveyed to Buyer (collectively, the "Vehicle"). The Hanover Park Park District neither assumes nor authorizes any person to assume for it any liability in connection with the sale and/or conveyance of the Vehicle.

_____ the ("Buyer") agrees to purchase the Vehicle in "AS IS" and "WHERE IS" condition with all faults. Buyer understands that Seller does not expressly or implicitly warrant that the Vehicle meets or complies with any applicable safety standards (examples: FMVSS, NHTSA, emissions) and/or any federal, state and/or local regulations, codes and/or laws. Buyer is solely responsible for determining that the Vehicle is appropriate for any and all particular uses.

Buyer agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages and/or lost profits against Hanover Park Park District and agrees not to make any claim or demand for such damages and/or lost profits against the Park District relative to the Vehicle.

To the fullest extent permitted by law, Buyer shall expressly release, indemnify, forever discharge, and hold harmless the Hanover Park Park District and its officials, officers, agents, volunteers, and employees, from any and all claims, liabilities, actions, and/or causes of action resulting from injuries, death, damage to property, losses and/or claims arising out of, connected with, or in any other way associated with the sale, purchase, and/or use of the Vehicle.

Seller:

Hanover Park Park District

By:


Bob O'Brien, Executive Director

Buyer:

[Printed Name]

[Signature]

Dated: 11/24, 2020.

Dated: _____, 2020.