

NOTICE OF SALE
OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF BARRINGTON
AND INVITATION TO BID THEREON

PLEASE TAKE NOTICE THAT the Corporate Authorities of the Village of Barrington will receive sealed bids for the purchase, under the successful bid, of the following personal property:

	ITEM DESCRIPTION	MINIMUM REQUIRED BID PRICE	VILLAGE CONTRIBUTION TO RELOCATION WITHIN VILLAGE
A.	The subject structure presently located at 132 West Station Street which is to be moved by the successful bidder/purchaser (“the purchaser”) from 132 West Station Street to a new site, at the purchaser’s sole expense.	\$1.00 per bid	After the successful relocation of each such structure to a new foundation and on a new site, the Village shall reimburse the purchaser of such structure \$10,000 per structure, subject to the following pre-conditions:
B.	The subject structure presently located at 138 West Station Street which is to be moved by the successful bidder/purchaser (“the purchaser”) from 138 West Station Street to a new site, at the purchaser’s sole expense.	\$1.00 per bid	(1) Submittal to the Village by the purchaser of all paid invoices and waivers of lien(s) related to the costs of such relocation, and
C.	The subject structure presently located at 117 West Main Street which is to be moved by the successful bidder/purchaser (“the purchaser”) from 117 West Main Street to a new site, at the purchaser’s sole expense.	\$1.00 per bid	(2) The Village’s inspection and approval of such site, if such site is located within the Village. The Village shall reimburse the purchaser within 45 days after receiving all of the above submissions and the site has received the Village inspector’s approval, if such site is located within the Village.

The process of bidding and payment of the purchase price shall be as follows:

- A. All sealed bids shall bear the respective legend for each such item of personal property, as follows:

“PROPOSAL – SALE OF STRUCTURE LOCATED AT 132 WEST STATION STREET, BARRINGTON, ILLINOIS, TO BE MOVED AT PURCHASER’S EXPENSE”; or

“PROPOSAL – SALE OF STRUCTURE LOCATED AT 138 WEST STATION STREET, BARRINGTON, ILLINOIS, TO BE MOVED AT PURCHASER’S EXPENSE”; or

“PROPOSAL – SALE OF STRUCTURE LOCATED AT 117 WEST MAIN STREET, BARRINGTON, ILLINOIS, TO BE MOVED AT PURCHASER’S EXPENSE”;

and shall include the name, address, and telephone number of the bidder.

- B. All sealed bids shall be mailed or delivered to the Village Hall, 200 S. Hough Street, Barrington, Illinois.
- C. The Village will receive sealed bids beginning at 9:00 a.m. on November 30, 2009, and until 12:00 Noon on March 31, 2010.
- D. Bids shall be publicly opened on March 31, 2010, at 2:00 p.m. by the Village Manager who shall review all of the bids and may award the sale of each such item of personal property to the person or entity he determines to be the most qualified bidder; consideration of the bids by the Village Manager and the determination by the Village Manager of the most qualified bid for each item of personal property shall not only be based on the proposed purchase price bid, if any, but will also be based upon the following hierarchy of preferred relocation sites, with site(s) described in (1) being the most preferred and site(s) described in (3) being the least preferred, but still permitted:
 - (1) In the H Historic Preservation Overlay District;
 - (2) In the Village of Barrington, but outside the H Historic Preservation Overlay District;
 - (3) Outside the Village of Barrington.

However, the Village also reserves the right to have the Village Manager reject any and all bids.

- E. Payment in full of the purchase price shall be made by the purchaser by money order, cashier’s or certified check payable to the Village of Barrington and delivery of the aforesaid personal property shall be at a time and place as determined by the Village Manager, or his designee.
- F. No bid shall be accepted for the sale of any of the aforesaid personal property which is less than the minimum required bid price.
- G. Any such sale shall be subject to the following additional specific conditions:
 - (1) Each purchaser shall be required to apply for, secure, and pay all fees, costs, and charges, and make all deposits in connection with a structure moving permit from the Village for the subject respective structure.
 - (2) Each purchaser shall be responsible for causing and/securing, at the purchaser’s sole expense, the safe and proper disconnection of all utility service connections to the subject structure, including but not limited to gas, electric, telephone, sanitary sewer, water lines, and storm sewers.
 - (3) Each purchaser shall move the subject structure for which his or her bid was accepted at his or her sole expense not later than June 1, 2010, unless this deadline is extended in writing by the Village Manager on behalf of the Village, but he shall have no obligation to do so, but only after the granting by the Board of Trustees of such zoning approval as shall be necessary to fully authorize the removal of such subject structure from said real estate as

described below, and any sale of any of the subject structure(s) shall be and is hereby made expressly contingent upon such prior zoning approval.

- (4) Each purchaser shall provide to the Village Manager: (i) proof of ownership and availability of an appropriately sized lot in the Village which can be legally used as a new site for the subject structure, and if such site is located in the Village, that the lot is appropriately zoned; (ii) a current, executed contract with a licensed and qualified house mover for the timely moving of such residential structure; and (iii) written proof of the financial ability to pay for all such costs and expenses related to moving of the subject residential structure, including but not limited to those costs related to disconnection of all applicable utilities.
- (5) After the successful relocation of each such structure to a new foundation and the inspection of such structure in place on the new foundation on the new site if located within the Village, the Village shall reimburse the purchaser of such structure \$10,000 per structure, subject to submittal to the Village by the purchaser of all paid invoices and waivers of lien(s) related to the costs of such relocation. The Village shall reimburse the purchaser within 45 days after receiving all of the above submissions and after the site has received the Village inspector's approval if the new site is located in the Village.
- (6) Each purchaser shall and does by the submittal of his, her, or their respective bid(s) agree, to the greatest extent permitted by law, to hold harmless and indemnify the Village, and its officers, employees, and agents from any and all claims, expenses, and/or liability resulting from or related to the moving of any of the subject structure(s).
- (7) All contractors, including but not limited to the structure moving contractor, which will work on any portion of the Real Estate or the subject structure(s) shall provide to the Village Manager proof of coverage for public liability insurance in amounts of not less than \$2,000,000.00, and for worker's compensation coverage in statutory amounts, and such coverage shall name the Village, its officers, employees, and agents as additional insured on the certificates of insurance evidencing such coverage which shall be furnished to the Village.
- (8) Each purchaser shall execute unconditional acceptance of the terms and conditions of this Ordinance, which is attached hereto.
- (9) The subject structure(s) may include asbestos containing materials ("ACM"). A Phase I and/or Limited Phase II Environmental Assessment of these conditions may be available for each such structure, upon request of the Village Manager, or his designee. Such ACM may include both regulated and non-regulated ACM, including but not limited to ventilation duct seam tape, shingles, and other roofing materials, thermal system insulation and floor tile and adhesives. Each purchaser shall be required to cause all ACM to be encapsulated or properly removed and disposed of by a licensed and qualified contractor prior to the moving of the subject structure which they purchased, all at purchaser's sole expense.
- (10) The Village shall convey title to each such subject structure sold as personal property by a Bill of Sale, "AS IS AND EXCLUSIVE OF ALL WARRANTIES", for any such structure, but only after each such purchaser has satisfied the conditions of Paragraphs (G)(4) through (8), inclusive, as set forth above.
- (11) Each such sale by the Village may be made subject to such other and additional conditions as the Village Manager, or his designee, may deem appropriate to impose.

H. At the present time, "walk-throughs" of the subject structure(s) should be scheduled by appointment by contacting the Village Manager, or his designee.

I. Architectural Elements from Unsold Structures:

- (a) If there are no successful bidders for the purchase of the subject structures, or any of them, as authorized above, the Village Manager, or his designee, is authorized to negotiate the private sale or sales of any or all architectural elements of such unsold structures with any person expressing an interest in such purchase(s) for such price(s) as the Village Manager, or his designee, determine to be appropriate (with no minimum price), provided the Village Manager, in negotiating the private sale of such architectural elements and the sale to those person(s) who agree to relocate such elements to structure(s) in the Village, will be encouraged to the extent practical, but not required, and any purchaser and any contractor authorized by such a purchaser to remove any such architectural elements shall, at a minimum, meet those requirements of Section G(6) and (7) above prior to any such removal and shall then complete such removal prior to June 1, 2010, unless this deadline is extended in writing by the Village Manager on behalf of the Village, but he shall have no obligation to do so.
- (b) Payment in full of the purchase price for any architectural elements so purchased shall be made by cashier's or certified check payable to the Village at a time and place as determined by the Village Manager, or his designee, but, in any event, not more than thirty (30) days after a bid has been accepted by the Village and before the architectural element(s) have been removed from the real estate by any successful purchaser.

J. All sales are and shall be "AS IS, EXCLUDING ANY WARRANTIES".

/s/ Jeff Lawler
Acting Village Manager,
Village of Barrington