
**VILLAGE OF HARWOOD HEIGHTS
COOK COUNTY, ILLINOIS**

ORDINANCE NO. 25 - 13

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS PERSONAL
PROPERTY OWNED BY THE VILLAGE OF HARWOOD HEIGHTS**

(Street Sweeper)

Passed by the Board of Trustees, October 9, 2025


Printed and Published October 9, 2025 in Pamphlet Form
By Authority of the Village Board of Trustees

VILLAGE OF HARWOOD HEIGHTS
COOK COUNTY, ILLINOIS

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I hereby certify that this document was
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by authority of the Board of Trustees
on the date stated above.


Village Clerk

VILLAGE OF HARWOOD HEIGHTS

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(Street Sweeper)

WHEREAS, the Village of Harwood Heights (hereinafter, “the Village”) is a home rule unit of government pursuant to Section 6(a), Article VII of the 1970 Illinois Constitution; and

WHEREAS, the Village, as a home rule unit of government, may exercise any power and perform any function pertaining to its government affairs; and

WHEREAS, the Village of Harwood Heights is authorized by Section 11-76-4 of the Municipal Code, 65 ILCS 5/11-76-4, to sell surplus personal property in any manner approved by ordinance; and

WHEREAS, it is the opinion of a majority of the Corporate Authorities of the Village of Harwood Heights that it is no longer necessary, useful to, or in the best interest of the Village to retain ownership of the personal property hereinafter described in **Exhibit A** hereto (the “Property”); and

WHEREAS, selling the Property in the manner hereinafter set forth is hereby deemed to be the most efficient use of Village resources and it is further found and determined that conducting such a sale is in the public interest; and

WHEREAS, it has been determined by the Corporate Authorities that the Property shall be sold to the highest bidder via an online internet auction hosted by a third party as set forth below, with the Village retaining the net proceeds of sale after paying a

\$100 listing fee and 10% of the winning bid to the entity conducting the auction, Purple Wave, Inc.

WHEREAS, all net proceeds of sale shall be deposited into the Village's General Fund;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Harwood Heights, County of Cook, Illinois, in the exercise of the Village's home rule powers, as follows:

SECTION 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. Enactment. Pursuant to its home rule powers and Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and Board of Trustees of the Village of Harwood Heights find that the personal property described more particularly in the attached **Exhibit A**, now owned by the Village of Harwood Heights, is no longer necessary or useful to the Village of Harwood Heights and that the best interests of the Village will be served by the sale of such personal property.

The Corporate Authorities hereby authorize, direct and delegate to Village of Harwood Heights Department of Public Works Superintendent Ron Maslo to execute and deliver and take such steps as may be required to enter into that certain internet auction agreement with Purple Wave Auction, a true and correct of which is attached hereto as **Exhibit B** (the "Agreement") in order to sell the Property set forth in **Exhibit A** in an as-is condition, without warranty, for the highest and best bid made at such auction, less a \$100 listing fee and 10% of the winning bid, which shall be retained by Purple Wave,

Inc. for conducting the auction. All net proceeds of sale shall be deposited into the Village's General Fund.

SECTION 4. RESOLUTION OF CONFLICTS.

All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

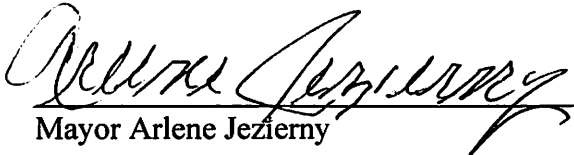
SECTION 5. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 6. EFFECTIVE DATE.

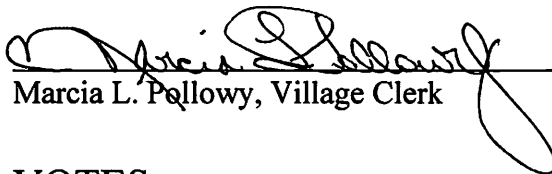
This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and Approved this 9th day of October, 2025.



Mayor Arlene Jezierny

ATTEST:



Marcia L. Pollowy, Village Clerk

VOTES

AYES: Trustee Brutto, Steiner, Brzezniak-Volpe, Brzozowski-Wegrecki, Zerillo, Lewandowski

NAYS:

ABSENT:

ABSTAIN:

EXHIBIT A

2006 Sterling SC8000 Crosswind Street Sweeper

VIN 49HAADB97DW84159

EXHIBIT B

Internet Auction Agreement

Appended on following two pages



INTERNET AUCTION AGREEMENT

This Internet Auction Agreement ("Agreement") is made by and between the Seller identified below and Purple Wave, Inc., 825 Levee Dr., Manhattan, KS 66502, 866-608-9283 ("Auctioneer"), together, ("Parties") For good and valuable consideration, Auctioneer authorizes Seller's use of Auctioneer's website, www.purplewave.com, as an online auction platform where Auctioneer will list Seller's property ("Property") as Seller makes available to Auctioneer on any valid Exhibit 1 (or any other Property made available to Auctioneer for sale on a subsequent Property list) as set forth below:

Auction Date(s) / Title: _____

SELLER INFORMATION

Customer No. (if known): _____ Segment/Industry: _____

Company Name: _____

Representative Name: _____ Representative Title: _____

Street: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Alt. Phone: _____ Email: _____

SETTLEMENT: Auctioneer will distribute Auction Proceeds to Seller within 15 business days of the Auction date as instructed by the Seller in the Settlement Payment Instructions.

SELLER FEES: Seller will pay a listing fee of \$100 per lot. If applicable, Seller will also pay a service fee(s) of _____% of the winning bid(s). Other _____

Internal Use Only

ENCUMBRANCES: Does any of the Property have a lien filed against it (or a secured line of credit)? **Yes** **No** (if Yes, list below)

Lending Institution	Lender Contact	Phone

Seller has listed all known encumbrances above and authorizes the Auctioneer to work directly with the encumbering party to clear the encumbrance. Auctioneer, at its discretion, may perform title, lien, or UCC searches to confirm encumbrance status on the Property or Seller. Seller owns and has the authority to sell the Property without consent of any third party and without condition except as noted above. Seller will ensure Property is or will be free and clear of encumbrances or liens before conclusion of the Auction. Seller agrees to defend and indemnify the Auctioneer for any claim made against the Property if a third party claims to have any interest in the Property.

The Seller has a recent, current, or pending bankruptcy, lawsuit, tax lien, SBA Covid-19 EIDL loan, or any other circumstance that could result in another party making a claim against the Property or the Auction Proceeds. **Yes** **No**

SIGNATURES: The Parties execute this Agreement effective the last date written below. This Agreement, including the accompanying Exhibit 1, Listing Sheets, updated Property List, Settlement Payment Instructions or other addendums, if any, is the whole agreement between the parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement. Seller's representative below has authority to commit the Seller contractually and agrees to the Agreement including the Terms & Conditions on Page 2.

Seller : _____
Signature *Printed* *Title* *Date*

Auctioneer: _____
Signature *Printed* *Title* *Date*

Internet Auction Agreement Terms and Conditions

THE AUCTIONEER WILL DO THE FOLLOWING:

1. Exercise best professional judgement and effort to lot, market, and auction the Property in a manner most likely to yield the best net sales prices under the circumstances
2. Use best efforts to qualify bidders and collect payments
3. Collect and remit sales taxes according to state regulations
4. Coordinate transfer of title between Seller and Buyer
5. Send Auction Proceeds to Seller within 15 business days of Auction, less any Compensation due to the Auctioneer
6. Follow applicable laws and regulations and obtain any necessary permits, bonds, and insurance

EXCLUSIVE LISTING Seller will withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3rd party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction.

USE OF WEBSITE The Property will sell in an Internet-only auction on Auctioneer's website www.purplewave.com. The Auctioneer will manage the website listing based on the information Seller provides to the Auctioneer. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer promptly. Seller agrees Auctioneer will post the Auction results on Auctioneer's website.

TITLES Seller authorizes Auctioneer, as Seller's agent and power of attorney, to execute any documents necessary to transfer, or document the transfer, of the Property sold at this Auction including bills of sale, titles, or requests for duplicate titles.

RIGHT TO POSTPONE In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction, to allow a natural conclusion to the sale.

PROPERTY CONDITION The Property will be represented and sold in its "as is, where is" condition, without warranties of any kind by Seller or Auctioneer. Seller will complete all Property information and condition disclosure forms requested by Auctioneer. Seller will accurately disclose all Property information and condition and represents that equipment is in safe and working order unless specifically disclosed otherwise in the description. Seller represents the Property has not been modified or tampered with in violation of any laws, including tampering with emission control devices. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the condition of the Property except in situations where Auctioneer is at fault and the Seller shall otherwise assume full responsibility for such losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder.

UNRESERVED AUCTION The Property will be sold "absolute" and "without reserve." Once Auctioneer has placed the Property on www.purplewave.com and received a bid on it, the Auction has begun and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer. For Illinois Auctions, unless otherwise agreed upon, the Auctioneer shall pay auction advertising costs. If applicable, the Auctioneer shall pay actual advertising costs exceeding 120% of the estimated costs, unless otherwise agreed in writing. Illinois Auction Firm License # 444.000465.

THE SELLER WILL DO THE FOLLOWING:

1. Provide representative to host inspections, answer bidder questions, and coordinate release of Property to Buyer
2. Ensure Property is in safe working order or if not, disclose working condition of Property in disclosures and to the Auctioneer
3. Ensure Property has no encumbrances/liens prior to Auction
4. Provide transferable title or ownership documentation
5. Report to Auctioneer promptly missing or incorrect information on www.purplewave.com or auction advertising
6. Refrain from shill-bidding (bidding on your own assets)
7. Release Property to Buyers providing 'paid-in-full' invoice

SKILL BIDDING PROHIBITED It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is the declared winner bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two-times the combined Seller Fees and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

COLLECTIONS Auctioneer will use its best efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. Auctioneer will collect and remit sales taxes in accordance with state and local regulations. Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the Auction Proceeds.

COMPENSATION Seller agrees to pay Auctioneer the Seller Fees previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer shall collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

RELEASE TO BUYERS Auctioneer will send a copy of the "paid invoice" to the Seller upon collection of payment and Seller will release Property to the winning bidder once invoice has been paid in full. When requested by Seller, Auctioneer will provide best efforts to resolve Property removal issues between winning bidder(s) and Seller.

NON-DISPARAGEMENT Seller agrees not to disparage Auctioneer, its employees or agents, in any way, through verbal, written, or digital formats. The non-disparagement includes, but is not limited to, negative Google reviews, reviews on other websites, and public or private comments on any social media platforms. To the extent allowed by law, Seller agrees to reimburse Auctioneer's attorney fees, costs, and damages for any violation of this non-disparagement provision. Seller authorizes immediate removal from any platform in the event this paragraph is violated.

JURISDICTION This Agreement shall be governed by the law of the auction location. The auction location shall be the location where the asset is sold from. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures scanned or electronic signatures on this Agreement shall be as sufficient as original ink signatures.

STATE OF ILLINOIS

COUNTY OF COOK

CERTIFICATION

I, Marcia L. Pollowy, do hereby certify that I am the duly elected and acting Clerk of the Village of Harwood Heights, County of Cook, State of Illinois.

I do further certify that the foregoing Ordinance 25-13 entitled:

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS PERSONAL
PROPERTY OWNED BY THE VILLAGE OF HARWOOD HEIGHTS**

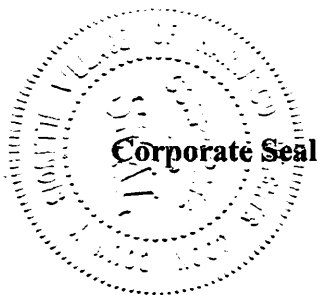
(Street Sweeper)

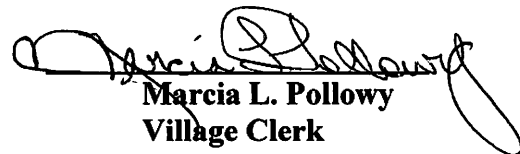
Is true and correct copy of an Ordinance adopted by the Board of Trustees of the Village of Harwood Heights at a meeting held on the 9th day of October, 2025.

I do further certify that the original of which the foregoing is a true copy is entrusted to my care and safekeeping, and that I am keeper of the same.

I do further certify that I am the keeper of the records, ordinances, and resolutions of said Village of Harwood Heights, Cook County, Illinois.

In witness whereof I have hereunto set my official hand and seal this 10th day of October, 2025.




Marcia L. Pollowy
Village Clerk

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