



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ILLINOIS

Lisa Madigan  
ATTORNEY GENERAL

October 11, 2017

The Honorable Mark Bolander  
Mayor  
City of Newton, Illinois  
108 North Van Buren Street  
Newton, Illinois 62448

RE: OMA Request for Review – 2017 PAC 49875

Dear Mayor Bolander:

The Public Access Bureau has received a Request for Review in which Mr. Larry Short alleges that the City of Newton (City) City Council (Council) violated the Open Meetings Act (OMA) (5 ILCS 120/1 *et seq.* (West 2016)). A copy of the Request for Review is enclosed.

In his Request for Review, Mr. Short alleges that the City purchased a real estate parcel (PIN: 90-12-01-405-005) on August 30, 2017, but that the City Council has not held a public discussion or taken a public vote to authorize the purchase of that real estate parcel. Mr. Short further alleges that on August 15, 2017, the City Council held a closed session meeting for the purpose of discussing the purchase of real estate, and either took final action with respect to the purchase of the parcel during that closed session meeting, in violation of section 2(e) of OMA (5 ILCS 120/2(e) (West 2016)), or voted to approve that purchase at some other unnoticed meeting. We have determined that further action is warranted.

Section 2(e) of OMA states that "[n]o final action may be taken at a closed meeting. Final action shall be preceded by a public recital of the nature of the matter being considered and other information that will inform the public of the business being conducted."

In order to further evaluate this matter, we request that the Council or its representative provide a written response to the allegation that the Council impermissibly voted to authorize the purchase of real estate during its August 15, 2017, closed session meeting or at some other unnoticed meeting. Please provide for our confidential review a copies of the verbatim recording of the August 15, 2017, closed session meeting and the meeting minutes (in draft form if necessary). In your response, please identify any other meeting, including any closed session meeting, during which the Council voted or otherwise took final action to

The Honorable Mark Bolander  
October 11, 2017  
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authorize the purchase of the real estate parcel identified above. If the vote or final action occurred during scheduled Council meeting, please provide for our confidential review a copy of the agenda, minutes, and verbatim recording (if meeting was closed) from that meeting. If the Council did not take final action during a scheduled meeting, please describe any communications (including in-person, telephonic, e-mail, or other forms of communication) between and among the Mayor and Council members with respect to the purchase of the identified real estate parcel.

As required by section 3.5(b) of the Open Meetings Act (5 ILCS 120/3.5(b) (West 2016)), please provide this information to our office within seven (7) business days after receipt of this letter. As we review this matter, we will advise you if we require additional information. Any written response submitted may take the form of a letter, brief, or memorandum. Under OMA, "[t]he Public Access Counselor shall forward a copy of the answer or redacted answer, if furnished, to the person submitting the request for review. The requester may, but is not required to, respond in writing[.]" 5 ILCS 120/3.5(c) (West 2016)). **If you claim that any portion of your written response is confidential, please send two versions of your response letter: a complete copy for this office's confidential review and a redacted version suitable for this office to forward to the requester.** If you believe that other documents or information would be helpful to us as we review the issues, you may submit additional records or affidavits.

If you have any questions or would like to discuss this matter, please contact me at (312) 814-6437 or [lbartelt@atg.state.il.us](mailto:lbartelt@atg.state.il.us).

Very truly yours,



LEAH BARTELT  
Assistant Attorney General  
Public Access Bureau

Enclosure

cc: *Via electronic mail*  
Mr. Larry Short  
601 East Decatur  
Newton, Illinois 62448  
[larry@newtonil.com](mailto:larry@newtonil.com)

**Public Access**

49875

**From:** Larry Short <larry@newtonil.com>  
**Sent:** Saturday, September 30, 2017 8:21 PM  
**To:** Public Access  
**Subject:** Open Meeting Act Request for review  
**Attachments:** FOIA 9.29.17.pdf

Name of Requester: Larry Short

Street Address: 601 E. Decatur Newton Illinois

E-mail address: larry@newtonil.com

telephone :618-553-1296

Name of public body: Newton Illinois City Council

Date of alleged violation of open meeting act: 8/15/2017

Summary of facts: The Newton Illinois city council went into closed session during their 8/15/17 council meeting to among other things discuss "purchase of real estate".

I recently received from a FOIA request a copy of A binding purchase agreement signed by the seller and Newton Mayor Mark Bolander dated 8/30/17 for the property located at 506 S Van Buren (parcel 90-12-01-405-005).

I also received a copy of the receipt for full payment of the purchase price of the real estate located at 506 S Van Buren Newton Illinois. I have attached these documents.

No public vote or discussion has ever taken place concerning the purchase of 506 S Van Buren or has any such vote ever been on the agenda for a vote.

It seems very apparent that final action in violation of the Illinois open meeting act has been taken concerning the property purchase in closed session or other place in private.

Thank you for reviewing this matter.

Larry Short

## JASPER COUNTY TAX AGENT

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TELEPHONE (618) 656-5744  
TOLL FREE (800) 248-2850  
FACSIMILE (618) 656-5094

141 ST. ANDREWS AVENUE  
P.O. BOX 96  
EDWARDSVILLE, ILLINOIS 62025

August 28, 2017

City of Newton  
108 N Van Buren, Room A  
Newton, IL 62448

Transaction Number: 0817963  
Parcel Number: 90-12-01-405-005

Dear Mayor Bolander,

Enclosed is a purchase contract to enable the City of Newton to acquire the requested parcel. The purchase price is based upon the minimum cost of acquisition and conveyance thru the county's Tax Liquidation Program.

Please return the **signed contract** along with a check in the amount of \$805.00 payable to the **Jasper County Trustee Payment Account** to the address shown above. This amount is made up of \$750.00 for purchase plus \$55.00 for recording.

Upon approval by the County Board Chairman, we will return an acknowledged copy of the purchase contract and process the conveyance. If this property is being purchased for demolition, please notify the Assessor in your county and apply for an exemption when the demolition is complete. If you have any questions, please contact me.

Sincerely yours,



Bill Krieger

TRANSACTION NO. 0817963

## PURCHASE CONTRACT

SELLER: Jasper County, As Trustee      PURCHASER: City of Newton

SUBJECT PROPERTY: 90-12-01-405-005

TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$805.00

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES beginning January 1 of the year 2018.

PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this 30<sup>th</sup> day of August, 2017.

SELLER:

PURCHASER:

*[Signature]* Mayor

SELLER ADDRESS:  
c/o Delinquent Tax Agent  
P. O. Box 96  
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:  
City of Newton  
108 N Van Buren, Room A  
Newton, IL 62448

TRANSACTION NO. 0817963

## PURCHASE CONTRACT

SELLER: Jasper County, As Trustee      PURCHASER: City of Newton

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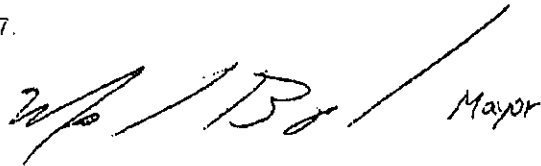
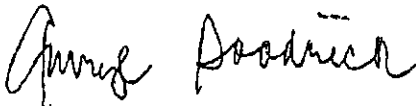
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Dated this 30<sup>th</sup> day of August, 2017.

SELLER:

PURCHASER:



SELLER ADDRESS:  
c/o Delinquent Tax Agent  
P. O. Box 96  
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:  
City of Newton  
108 N Van Buren, Room A  
Newton, IL 62448

**JASPER COUNTY TRUSTEE PAYMENT ACCOUNT**

c/o County Delinquent Tax Agent  
P.O. Box 96  
Edwardsville, Illinois 62025  
(618)656-5744 (800)248-2850

Date: **09/01/2017**

Received From **City of Newton**  
**108 N Van Buren, Room A**  
**Newton, IL 62448**

Amount **\$ 805.00****Eight hundred five dollars only**

Item #	Price	Deposit
0817963	\$750.00	\$805.00
Fund Type		Amount
Check		805.00

No: 70917

Rec'd By 4