

## Statement Dec 15, 2009 to the Forest Preserve District of DuPage County by the Chairperson of the CHD

Mr. President & Commissioners

I have been here week after week asking this commission to cancel the Navistar intergovernmental agreement on the basis that the intent of the agreement is all wrong and it is simply a work-around on the state laws that prohibit a forest preserve district from selling land. So **why** did this District enter into this agreement?

We, the people would like to know.

So today, I am requesting that all closed session meetings called to discuss the transfer or sale price of Forest Preserve lands for Navistar be opened, and minutes and audio tapes released so that we the people know what went on behind closed doors that coerced this commission to participate in this Navistar scheme.

On June 2, 2009 the Village of Lisle noticed a 24-hour "so-called" emergency meeting notice for the Board of Trustees. The so-called emergency was a meeting to discuss purchasing land from the Forest Preserve for the Navistar deal. The meeting was held in closed session. Records indicate that others besides the parties involved in the land transfer were present behind closed doors. Why? We are asking for those meeting minutes to be released as well.

Two days later, Mr. Schillerstrom issues a confidential memo to Mr. Pierotti asking for his assistance in this 'urgent matter' of selling Forest Preserve land. Mr. Schillerstrom then attends a closed session meeting here at the Forest Preserve. A closed session called during the middle of a planning session. A closed session called to discuss a selling price for land.

Why is Mr. Schillerstrom in a closed session when he is neither the buyer or the seller of the land? Is he the buyer or sellers attorney? Is he Navistar's attorney? Why is a meeting with the Chairman of DuPage County Board held in closed session to set the price of selling Forest Preserve land - it's not his land and he's not buying it.

In my opinion, this is not only unethical, it is illegal per the open meetings act.

A month earlier - May 8, 2009, before all these closed session meetings started, this Forest Preserve District enters into an agreement with Navistar. A confidentiality agreement to conceal information from the people. By what authority does the Forest Preserve District have without a vote and approval of the commissioners to enter into an agreement with Navistar (otherwise known as Project Jane)? This conduct is unethical and from my perspective is probably worthy of an investigation by the State's Attorney.

So, my request to you is to open these closed session meeting minutes and tapes so the people can see the work of our elected officials. Certainly, since the price of the land is set, there is absolutely no reason these closed session meeting minutes cannot be opened.

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My next request - take a good hard look at the IGA terms. Contained in the IGA is the following term:

"The Parties acknowledge that the CONVEYANCE shall be subject to the satisfactory occurrence of each of the following contingencies:...."

"3.3.3. The failure of the COUNTY and, or, VILLAGE, to approve such additional agreement(s) with Navistar, or its designee, within seventy five(75) days of the effective date of this AGREEMENT shall constitute a failure of this term; and"

This term has already failed. The County did not seek an extension of the 75-day limit on entering into a development agreement and the county failed to approve a development agreement within the 75-day time limit.

Also contained in the IGA is this condition:

Any Party may either: (a) waive the satisfactory occurrence of any contingency affecting that Party; (b) request an extension of the escrow closing date, which request is subject to the concurrence of the other Parties;

**or (c) terminate the CONVEYANCE and all other obligations herein.**

In the event of a termination, any money paid into the escrow by the COUNTY and, or, VILLAGE shall be returned to the appropriate Party and the escrow closed. Each Party shall bear its own expenses incurred up to the date of termination."

Within this agreement you **can** terminate the Conveyance and all of the obligations of the Forest Preserve District. It is really simple. If you want to terminate it - you can terminate this agreement.

The people have been and continue to ask you to terminate this agreement.

Mary Lynn Zajdel, Chairperson, Citizens for Healthy Development

Citizens for Healthy Development was formed in 2009 by a group of concerned citizens who recognized the need to provide public involvement in future development in DuPage County, Illinois.

Citizens for Healthy Development is a not-for-profit, non-partisan, community-based organization. CHD's mission is to work to empower the public by providing members with opportunities to participate in the public process to advance our agenda of promoting healthy development.

CHD helps citizens to increase their influence, both individually and collectively, to ensure:

- Future development in DuPage is both environmentally healthy and economically healthy and sustainable for our community.
- Future development in DuPage is consistent with achieving excellence in quality of life for all who live here.

**If you would like to learn more: [info@citizensforhealthydevelopment.org](mailto:info@citizensforhealthydevelopment.org)**