

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2023-MC11

**AN ORDINANCE AUTHORIZING THE
PURCHASE OF REAL ESTATE**

PASSED BY THE CITY COUNCIL AND
APPROVED BY THE MAYOR OF THE
CITY OF VILLA GROVE, ILLINOIS
THIS TWENTY-SECOND DAY OF MAY, 2023

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY
OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS TWENTY-THIRD DAY OF MAY, 2023

shall be published in pamphlet form or in a newspaper published and of general circulation within the City as provided by the Illinois Municipal Code, as amended.

PRESENTED, PASSED, APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, ILLINOIS, at its regular meeting on this twenty-second day of May, A.D., 2023, by a roll call vote as follows:

Blaney, Thelma I. absent

Johnson, Derek S. yea

Cheely, Kerry S. yea

Lorenz, Wade J. yea

Eversole-Gunter, Cassandra A. _____

Pangburn, Matthew M. yea

Hooker, Anthony L. yea

APPROVED:

Cassandra A. Eversole-Gunter

CASSANDRA A. EVERSOLE-GUNTER
Mayor

ATTEST:

Michelle L. Osborne

MICHELLE L. OSBORNE
City Clerk

SEAL



CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2023-MC11

May 22, 2023

**AN ORDINANCE AUTHORIZING THE
PURCHASE OF REAL ESTATE**

WHEREAS, the City of Villa Grove, Douglas County, Illinois (the "City"), is a duly organized and existing City created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto with full powers to enact ordinances for the benefit of the residents of the City; and

WHEREAS, the City is contemplating acquiring additional real estate to allow for future public purposes; and

WHEREAS, BRUCE COLMARK AS TRUSTEE OF LAND TRUST #3 (Colmark) owns real estate in Villa Grove which the City desires to purchase, the legal description of which is included in Exhibit A; and

WHEREAS, the City has investigated said property, and received qualified advice regarding the value of said property; and

WHEREAS, City staff has negotiated a contract to purchase said real estate in the amount of \$18,500.00 per acre which the City Council hereby determines is reasonable; and

WHEREAS, City staff has negotiated a Real Estate Contract for the City's purchase of said property, which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the City has sufficient funds on hand to purchase said property.

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Villa Grove, Douglas County, Illinois, as follows:

Section 1. Incorporation Clause. The Mayor and City Council of the City hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and does hereby, by reference, incorporate and make them part of this Ordinance.

Section 2. Purpose. This ordinance is to approve the purchase of real estate for use as additional real estate to allow for future public purposes in Villa Grove, Illinois.

Section 3. Action.

- A. The Contract for Purchase of Real Estate between said property owner as Seller and the City of Villa Grove, as Buyer, in substantially the form attached as Exhibit A, and incorporated herein by reference, is in the best interests of the City of Villa Grove and is therefore approved.
- B. The Mayor and City Clerk are authorized and directed to execute said Contract, in a final form as approved by the Mayor in consultation with the City Attorney.
- C. City staff is directed to proceed with necessary actions to prepare for and effect closing of the purchase of said real estate pursuant to said Contract.

Section 4. Effective Date. This Ordinance shall be in full force and effect upon passage and shall be published in pamphlet form in accordance with applicable law.

Section 5. Modification of Documents. The Mayor, in consultation with the City Attorney, is hereby authorized to modify such contract in a manner consistent with the best interests of the City.

Section 6. Invocation of Authority. This Ordinance is enacted pursuant to the authority granted to this City by the Constitution of the State of Illinois and Illinois Compiled Statutes.

Section 7. State Law Adopted. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are hereby incorporated herein by reference.

Section 8. Approval and Execution of Documents. The Mayor and City Clerk are hereby authorized and directed to execute any and all other documents necessary to carry out and give effect to the purpose and intent of this Ordinance.

Section 9. Other Actions Authorized. That the Mayor and City Administrator and City Attorney are hereby authorized and directed to do all things necessary, essential, or convenient to carry out and give effect to the purpose and intent of this Ordinance.

Section 10. Acts of City Officials. That all acts and doings of the officials of the City, past, present and future which are in conformity with the purpose and intent of this Ordinance, are hereby in all respects, ratified, approved, authorized and confirmed.

Section 11. Headings. The headings for the articles, sections, paragraphs and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provisions of this Ordinance.

Section 12. Severability. The provisions of this ordinance are hereby declared to be severable and should any provision, clause, sentence, paragraph, sub-paragraph, section, or part of this Ordinance be determined to be shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect. It is hereby declared to be the legislative intent of the City Council that this Ordinance would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, sub-paragraph, section, or part thereof had not been included.

Section 13. Superseder and Publication. All code provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded. A full, true and complete copy of this ordinance

EXHIBIT A



**REAL ESTATE AGREEMENT
FARMLAND SALE
PHEASANT POINTE**

This Agreement made as of this ____ day of May, 2023 between BRUCE COLMARK AS TRUSTEE OF LAND TRUST #3, hereinafter referred to as "Seller"; and CITY OF VILLA GROVE, an Illinois municipal corporation, hereinafter referred to as "Buyer."

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. PROPERTY: The Seller hereby agrees to sell and the Buyer hereby agrees to purchase land legally described on Exhibit A attached hereto by reference incorporated herein comprising _____ acres, more or less.

2. PAYMENT: The Buyer agrees to pay for said premises as follows:

The parties acknowledge that Buyer, at its expense, is having the property surveyed. The final purchase price shall be \$18,500.00 per surveyed acre. The balance, less applicable credits, shall be paid by Buyer to Seller at closing by cashier's check, wire transfer or in such fashion as directed by Seller.

3. DEED AND ESCROW: Seller agrees to convey said premises to Buyer by a good and sufficient Warranty Deed conveying title to Buyer, or its designee, subject only to current taxes, covenants, conditions, restrictions, the existing cash rent Lease and easements apparent or of record, and to all applicable zoning laws and ordinances.

4. EVIDENCE OF TITLE: Seller agrees to furnish Buyer within a reasonable time and prior to settlement, a commitment for an Owner's Title Insurance Policy issued by a Chicago Title Insurance Company in the amount of purchase price, free and clear of any and all encumbrances except for current general taxes, easements, gas storage grant(s) and easement(s), the existing farm lease and to standard notations. Buyer shall have a reasonable time to have the preliminary letter for title insurance examined; and in the event of defects affecting the insurability of title being found, Seller shall have a reasonable time to make said title insurable.

5. TAXES AND ASSESSMENTS: Real estate taxes for 2022 payable in 2023 shall be Seller's expense, 2023 and subsequent tax bills shall be Buyer's responsibility. Transfer tax and all special assessments which are a lien upon the real estate as of the date of this Contract shall be Sellers' expense.

6. POSSESSION: Seller shall deliver possession of the within premises to Buyer upon settlement which shall occur on or before _____, 2023.

7. IMPROVEMENTS: There are no improvements.

8. DEFAULT: If Buyer is in default in complying with Buyer's covenants herein, and said default continues without correction for a period of ten (10) days following written notice to Buyer of the nature of said default, then Seller shall have the right to terminate this Agreement and retain payment theretofore made by Buyer as liquidated damages. The foregoing remedies in the event of a default are not intended to be exclusive and the parties shall have the right to all other lawful remedies, including Specific Performance. Default by either party shall entitle the non-defaulting party to recover reasonable attorney's fees and costs from the defaulting party arising from the default.

9. NOTICES: Any notice required under this Contract to be served upon Seller or Buyer shall be personally delivered or shall be mailed by certified mail to such parties at the following addresses:

Seller: Bruce Colmark as Trustee of Land Trust #3

Buyer: City of Villa Grove
PO Box 108
Villa Grove, IL 61956

Copy to: Marc R. Miller, Attorney
Miller & Hendren
PO Box 980
Champaign, IL 61824

10. TIME AND BINDING EFFECT: It is mutually agreed that time is of the essence of this Agreement, and further, this Agreement shall be binding upon the personal representatives and beneficiaries of the Estates of the respective parties, and on their successors and assigns, and shall apply to each and all of the parties regardless of the use of singular term.

11. RESPA: The parties hereto agree to make all disclosures and to do all things necessary to comply with applicable procedures of the Real Estate Settlement Procedures Act of 1974, if applicable.

12. INVOLUNTARY CONVERSION. The parties acknowledge that Buyer is an Illinois Municipal Corporation with the power of Eminent domain pursuant to the Illinois Eminent Domain Act 735 ILCS 30. Buyer represents that it has compelled the within action under the threat of condemnation and that the within contract has been entered into in lieu of condemnation. It is the intent of the parties that to the extent that Seller elects to proceed under I.R.S. 1033, that the within paragraph shall serve as confirmation of the threat of condemnation. Buyer has not provided Seller with any tax or legal advice and Seller

acknowledges that it is proceeding based on its own advice and is not relying upon Buyer for any such advice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

SELLER:

BUYER:

City of Villa Grove

Bruce Colmark as Trustee of Land Trust #3

Cassandra Eversole-Gunter, Mayor
