

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2025-MC14

**AN ORDINANCE APPROVING A CONTRACT TO SELL
REAL ESTATE FOR THE CITY OF VILLA GROVE,
DOUGLAS COUNTY, ILLINOIS (NORTH THIRD STREET)**

PASSED BY THE CITY COUNCIL AND
APPROVED BY THE MAYOR OF THE
CITY OF VILLA GROVE, ILLINOIS
THIS FOURTEENTH DAY OF JULY 2025

THIS ORDINANCE IS HEREBY PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS FIFTEENTH DAY OF JULY 2025.

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2025-MC14

July 14, 2025

**AN ORDINANCE APPROVING A CONTRACT TO SELL
REAL ESTATE FOR THE CITY OF VILLA GROVE,
DOUGLAS COUNTY, ILLINOIS (EAST HARRISON STREET)**

WHEREAS, the City of Villa Grove, Douglas County, Illinois, is a municipality as contemplated under Article VII, Section 7 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of City's powers and functions as granted in the same; and

WHEREAS, the Mayor and six City Aldermen elected by the public and presently seated as the Villa Grove City Council constitute the duly elected, qualified and acting officials of the City (the "Corporate Authorities"); and

WHEREAS, the City owns certain real estate, the legal description of which is included in Exhibit A and attached hereto and by reference is incorporated herein; and

WHEREAS, consistent with the authority granted to the City by Illinois Municipal Code 65 ILCS 5/11-76-1, the Corporate Authorities have determined that continued ownership of the real estate described in Exhibit A is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City and that it is appropriate and in the best interest of the City to sell such property; 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 sell said real estate in the amount of \$17,520.00 which the City finds adequate and sufficient.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL, CITY OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, as follows:

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

SECTION 2: Purpose. The purpose of this Ordinance is to approve the sale of Lots 1 and 2 in Block 1 of Johnston's Addition to the City of Villa Grove located at East Harrison Street, Villa Grove, Illinois.

SECTION 3: Contract.

- A. The Contract for the Sale of Real Estate between the City of Villa Grove, as the property owner and the Buyer, in substantially the form attached as Exhibit B, 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 Administrator are authorized and directed to make amendments to the same which they believe, in consultation with the City Attorney, are in the best interests of the City.
- C. The Mayor and City Clerk shall execute said Contract, in a final form as approved by City staff and officials.
- D. The City Administrator is directed to proceed with necessary actions to prepare for and effect closing of the sale of said real estate pursuant to said Contract.

SECTION 4: Invocation of Authority. This Ordinance is enacted pursuant to the authority granted to the City by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

SECTION 5: 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 6: Approval and Execution of Documents. The Mayor or his designee and the City Attorney as may be required, 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, whether or not such other documents are attached hereto. The City Clerk is hereby authorized and directed to attest to, countersign and affix the seal of the City necessary to such documents.

SECTION 7: Other Actions Authorized. The Mayor or his designee and the City Attorney as may be required, 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 8: Acts of City Officials. 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 9: 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 10: 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 in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision, clause, sentence, paragraph, sub-paragraph, section or part 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 been included.

SECTION 11: Superseder. All code provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded.

SECTION 12: Publication. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

SECTION 12: Effective Date. This Ordinance shall be in full force and effect upon passage, approval and publication, 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 fourteenth day of July, A.D., 2025, by a roll call vote as follows:

ELECTED OFFICIAL NAME	AYE	NAY	ABSTAIN	ABSENT
Clark, Wayne R.	X			
Elston, Christopher R.	X			
Fulk, Andrew J.	X			
Hooker, Anthony L.	X			
Nieto, Gilbert III	ABSENT			X
Taylor-Sanford, Clay D.	X			
<i>If required, Mayoral vote:</i> Rasmussen, Derek L.				

APPROVED:



 DEREK L. RASMUSSEN
 Mayor

ATTEST:



 MICHELLE L. OSBORNE
 City Clerk



Ordinance 2025-MC14 EXHIBIT A

311 EAST HARRISON STREET LEGAL DESCRIPTION

Lots 1 and 2 of Block 1 of Johnston's First Addition to the City of Villa Grove,
Douglas County, Illinois.

Parcel ID 04-03-11-103-005

COMMERCIAL REAL ESTATE SALES CONTRACT

Seller: City of Villa Grove, Illinois
an Illinois Municipal Corporation

Buyers: Douglas D. Grussing Trucking
Douglas Grussing and Denise Grussing

Address: 612 Front Street
Villa Grove, IL 61956

Address: _____

Telephone: 217-832-4721

Telephone: _____

Attorney: Marc R. Miller, Miller & Hendren

Attorney: _____

Telephone: 217-352-2171

Telephone: _____

1. **Contract.** These terms shall constitute a binding contract.

2. **Real Estate Description.** Seller agrees to sell and Buyers agree to purchase the property located at 311 E. Harrison Street in Villa Grove, Illinois and legally described as Lots 1 and 2 in Block 1 of Johnston's 1st Addition to the City of Villa Grove, County of Douglas, State of Illinois and bearing Permanent Index Number 04-03-11-103-005 together with all improvements and appurtenances, thereon upon the terms set forth in this Contract.

3. **Purchase Price.** Buyers agree to pay to Seller the total sum of Seventeen Thousand Five Hundred Twenty and 00/100 Dollars (\$17,520.00). The balance of the purchase price, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Seller at closing in cash, by cashier's check, by check issued by a lending institution, or other form of payment acceptable to Seller.

4. **Possession and Closing.** Seller shall deliver possession of the premises to Buyers concurrently with the closing of this transaction which shall be held on or before **August 29, 2025**, at the offices of Buyers' lender, Buyers' attorney, or at such other place as the parties may agree. At or before closing, Seller shall deliver to Buyers all available keys and all of the following which are in the Seller' possession: surveys; equipment and appliance warranties; subdivision Covenants, Conditions and Restrictions; and, By-laws and Regulations of any association to which property is subject.

5. **Personal Property.** There is no personal property.

6. **Deed of Conveyance.** Seller's attorney shall prepare and Seller shall execute a recordable Special Warranty Deed sufficient to convey the real estate to Buyers or their nominee, in fee simple absolute, subject only to exceptions permitted herein. The deed shall be delivered to Buyers at the closing of this transaction upon Buyers' compliance with the terms of this Contract.

7. **Encumbrances.** Seller warrants that no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the land or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrant that there are not and will not at the time of the closing be any unrecorded leases or contracts relating to the property, except as heretofore disclosed to Buyers in writing.

8. **Taxes, Assessments, Notices.** Real estate taxes apportioned through the date of possession shall be Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the real estate as of the date of this Contract shall be Seller's expense. All such taxes and special assessments shall constitute a credit to Buyers against the purchase price and shall release Seller from any further liability to Buyers in connection therewith.

The Seller expressly warrants that Seller has received no notices from any city, village or other governmental authority of a current dwelling code or other ordinance violation or pending rezoning, reassessment, or special assessment proceeding affecting the premises.

9. **Insurance and Risk of Loss.** If requested by Buyers in writing, Seller shall obtain a Contract of Sale Endorsement to the existing hazard insurance upon the improvements insuring Buyers' interest; and Seller shall maintain such insurance until the closing of this transaction. Seller shall provide evidence of such insurance to Buyers upon request. Buyers may obtain additional coverage at their expense.

If, prior to the earlier of delivery of possession or closing hereunder, the improvements on said premises shall be destroyed or materially damaged by fire or other casualty then the Buyers shall have the option of (a) declaring this Contract null and void and receiving a refund of earnest money or (b) of accepting the premises as damaged or destroyed, with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds the Seller agree to assign for payment to the Buyers. In no event shall the Seller be obligated to repair or replace the damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract except as specified in this paragraph.

10. **Evidence of Title.** Within a reasonable time, Seller shall deliver as evidence of Seller's title a Commitment for Title Insurance issued by a title insurance company doing business in the county where the premises are located, committing the company to issue a policy in the usual form insuring title to the real estate in Buyers' name for the amount of the purchase price. Seller shall be responsible for payment of the owner's premium and Seller's search charges. In the event Seller's prior title evidence is a merchantable abstract of title rather than a policy of title insurance, Seller's cost of providing title insurance shall not exceed the estimated cost of providing a merchantable Abstract of Title, including entries for releases or curative documents. In each instance, the balance of the cost of providing title insurance for Buyers and for Buyers' lender, if any, shall be borne by Buyers.

Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the property and which do not restrict reasonable use of the property; existing mortgages to be paid by Seller or assumed by Buyers at closing; and existing leases.

If title evidence discloses exceptions other than those permitted, Buyers shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyers shall have the option to terminate this Contract in which case Buyers shall be entitled to refund of the earnest money.

11. **Lender Required Inspections.** All other inspections required by the Buyers' lender shall be the expense of the Buyers except as otherwise provided herein.

12. **Default.**

(a) If Buyers fail to make any payment or to perform any obligation imposed upon them by this Contract, Seller may serve written notice of default upon Buyers and if such default is not corrected within ten (10) days thereafter, Buyers are deemed in default and Seller may take one or more of the following actions: resell the premises to another party; maintain a claim for monetary damages for breach of contract; maintain a specific performance action against Buyers; and maintain any other or different remedy allowed by law.

(b) In the event of the failure of Seller to perform the obligations imposed upon them by this Contract, Buyers may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, Seller is deemed in default and Buyers may take one or more of the following actions: maintain a claim for monetary damages for breach of contract; maintain a specific performance action against Seller; and maintain any other or different remedy allowed by law.

(c) 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.

(d) In the event of such breach, the non-defaulting party shall be excused from further performance of the contract, unless he elects the remedy of Specific Performance.

(e) Default by any party to this Contract shall also entitle the non-defaulting party to reasonable costs, attorney's fees and expenses incurred by reason of the default (breach) of this Contract.

(f) In the event of a dispute over the disposition of earnest money, the earnest money shall continue to be held in the trust account of the escrow agent until: (a) the agent has a written release from all parties consenting to the disposition, or (b) a civil action is filed, by either the broker or one of the parties, to determine the disposition of the earnest money, at which time payment may be made into court; or (c) deposit is made with the Illinois Department of Financial Institutions in accordance with the law. Similarly, the executed warranty deed shall continue to be held by the escrow agent for such deed until the agent has been provided a written release from all parties consenting to its disposition, or until a civil action is filed, by either the escrow agent or one of the parties, to determine its disposition, at which time the warranty deed may be filed with the court.

13. **Notices.** Any notice required under the Contract to be served upon Seller or Buyers shall be in writing and shall be deemed effective when either actually received or when mailed to such parties evidenced by certified mail or upon postal certification of mailing to such party; information copies of all such notices shall be sent or delivered to the offices of the attorneys named herein and such information copies may be sent by facsimile transmission. Notice to or from one of multiple Buyers shall be effective as to all Buyers; notice to or from one of multiple Seller shall be effective as to all Seller. In the event Seller's address is not shown herein, notices as provided in this paragraph may be sent to the Seller at the common address of the real estate. In the event any certified mailing is indicated "Return Receipt Requested", such mailing shall also be made by first class mail.

14. **Compliance.** Seller and Buyers hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with all applicable laws.

In the event the sale price herein exceeds the threshold exception of Section 1445 of the Internal Revenue Code, as amended, Seller hereby certifies (under penalties of perjury) that Seller is not foreign person and agree upon request to execute an affidavit so stating.

15. **Entirety of Agreement.** This Contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant exists other than those herein set forth. References to plural parties shall apply to singular parties as well. References to a specific number of days shall mean calendar days.

16. **Time of the Essence.** The time for performance of the obligations of the parties is of the essence of this Contract.

17. **Right of First Refusal.** The within provision shall survive the closing and shall appear as an exception to the deed so that the within rights of first refusal shall survive the closing and run with the title. Seller and Buyers agree that if Buyers receive a bona fide offer from a third party for the purchase of the Property, which offer Buyers are willing to accept, Buyers will give Seller written notice thereof, and will send Seller a copy of the proposed contract of sale to such third party. Seller shall have the right of 15 business days after the receipt of such notice to enter into a contract for the sale of the Property at the same price and on the same terms as contained in the proposed contract of sale to the third party, which right of Seller shall be paramount to the rights of the third party. If Seller fails to exercise any such preemptive right within the time herein specified, Buyers shall be at liberty to enter into a contract for the sale of the Property with the third party at the same price and on the same terms as contained in the proposed contract of sale sent to Seller. Notice shall be effective when mailed by USPS First Class Mail and by Registered Mail to the parties at the addresses below or when personally secured upon either party. This right of first refusal shall continue in effect until the first of the following to occur: conveyance to a third party pursuant to the right of first refusal procedure described above; or when such Agreement is terminated by a writing signed by both parties.

Seller's Signature:

CITY OF VILLA GROVE

duly authorized officer

Date _____

Buyers' Signatures:

Douglas D. Grussing Trucking

Douglas Grussing

Denise Grussing

Date _____