

VILLAGE OF DUPO, ILLINOIS

ORDINANCE NO. 18-16

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO,
ILLINOIS, REGARDING PROPERTY COMMONLY KNOWN AS
921 ELIZABETH AVENUE, EAST CARONDELET, ILLINOIS
PPN: 06-16.0-401-004**

ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF DUPO, ILLINOIS
THIS 20th DAY OF AUGUST 2018

Published in pamphlet form by
authority of the Village Board
of Trustees of the Village of
Dupo, St. Clair County, Illinois,
this 20th day of August 2018.

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ILLINOIS, REGARDING PROPERTY COMMONLY KNOWN AS
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PPN: 06-16.0-401-004**

WHEREAS, the Village of Dupo, St. Clair County, Illinois (“Village”), is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on August 20, 2018 at 7:00 pm, before the Village Board of Dupo and notice of said meeting was duly given; and

WHEREAS, pursuant to the provisions of Section 11-76.1-1 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-76.1-1), the Village is authorized to purchase or lease real or personal property for public purposes pursuant to contracts or leases which provide for the consideration for such purchase or lease to be paid in annual installments during a period not to exceed twenty (20) years; and

WHEREAS, it has become known that parcel 06-16.0-401-004 located in the Village limits of the Village of Dupo, St. Clair County, Illinois, commonly known as 921 Elizabeth Avenue, East Carondelet, Illinois (“Property”), has been listed for sale by the St. Clair County Trustee; and

WHEREAS, the Property is overgrown, contains a dilapidated structure(s) that needs to be demolished, and the Property overall needs to be maintained, and the Village desires to purchase the Property, demolish any structures thereon, and maintain the Property for public purposes or other uses; and

WHEREAS, by the Village purchasing the Property it will maintain equity in the Property versus placing a lien on the Property and possibly losing the lien or having to discount the lien at a later date; and

WHEREAS, the Village, as a municipal entity, may purchase the Property from the St. Clair County Trustee prior to it being offered and sold to the public at a tax sale at cost of the minimum bid (\$750.00) plus recording fees (\$39.25) for a total of \$789.25 (see Exhibit “A” attached hereto and incorporated herein), which consideration shall be paid for in a term less than twenty (20) years; and

WHEREAS, if the Property is sold to the public it may adversely affect and/or hamper the Village’s ability to demolish any structures thereon, maintain the Property, obtain clear title, or foreclose upon any future lien, all which may lead to additional or greater expenses to the Village; and

WHEREAS, the Corporate authorities of the Village believe it to be in the best interests of the Village, its citizenry and the general public to purchase the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: That the foregoing recitals are hereby incorporated herein as findings of the President and Board of Trustees.

Section 2: That the Village Mayor on behalf of the Village of Dupo, Illinois, is hereby authorized to enter into a Purchase Contract with the St. Clair County Trustee (see Exhibit "A") to purchase parcel number 06-16.0-401-004 (commonly known as 921 Elizabeth Avenue, East Carondelet, St. Clair County, Illinois) from the St. Clair County Trustee in the amount of \$789.25.

Section 3: That the Village Mayor on behalf of the Village of Dupo, Illinois is hereby further authorized to enter into and execute any such contracts, agreements, conveyances, instruments, and all other necessary documents to obtain title to parcel number 06-16.0-401-004 on behalf of the Village of Dupo, Illinois.

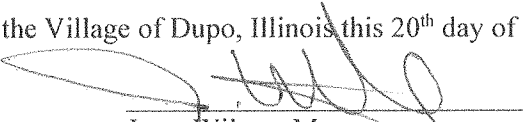
Section 4: That the Village Mayor is hereby authorized to provide such additional information and/or take any such further action as may be required to accomplish the purchase of the Property.

Section 5: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, as provided by law.

PASSED this 20th day of August 2018 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

| <u>Trustees</u> | <u>Aye</u> | <u>Nay</u> | <u>Absent</u> | <u>Abstain</u> |
|-----------------|------------|------------|---------------|----------------|
| Chris Ragsdale | X | — | — | — |
| Ben Kenner | — | — | X | — |
| James Smith | X | — | — | — |
| Joe Basinski | X | — | — | — |
| Ken Phillips | X | — | — | — |
| Kerry Foster | X | — | — | — |

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 20th day of August 2018.


Jerry Wilson, Mayor
Village of Dupo, Illinois

ATTEST: 
MARK NADLER, VILLAGE CLERK
(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

CERTIFICATE OF PUBLICATION

I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupu, Illinois.

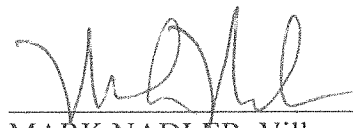
I further certify that on the 20th day of August 2018, the Corporate Authorities of the Village of Dupu, Illinois, passed and approved Ordinance No. 18-16, entitled:

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO,
ILLINOIS, REGARDING PROPERTY COMMONLY KNOWN AS
921 ELIZABETH AVENUE, EAST CARONDELET, ILLINOIS
PPN: 06-16.0-401-004**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 18-16, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Dupu Village Hall, commencing on August 20, 2018 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the Village Clerk.

DATED at Dupu, Illinois this 20th day of August 2018.



MARK NADLER, Village Clerk

(SEAL)



PURCHASE CONTRACT

SELLER: Saint Clair County, As Trustee

PURCHASER: Village of Dupo

SUBJECT PROPERTY: 06-16.0-401-004

TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$789.25

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 2019.

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.

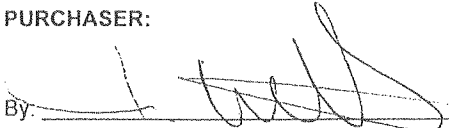
Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this _____ day of _____, 2018.

SELLER:

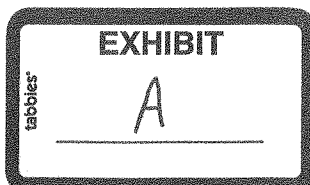
PURCHASER:

By: _____

By: 

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

PURCHASER ADDRESS:
Village of Dupo
107 N Second St
Dupo, IL 62239



SAINT CLAIR COUNTY TAX AGENT

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

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

July 11, 2018

Village of Dupo
107 N Second St
Dupo, IL 62239

Transaction Number: 0718907
Parcel Number: 06-16.0-401-004

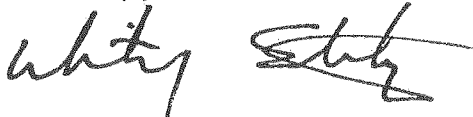
Dear Mr. Eckert,

Enclosed is a purchase contract to enable the Village of Dupo 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 \$789.25 payable to the Saint Clair County Trustee Payment Account to the address shown above. This amount is made up of \$750.00 for purchase plus \$39.25 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,



Whitney Strohmeyer



PURCHASE CONTRACT

SELLER: Saint Clair County, As Trustee

PURCHASER: Village of Dupo

SUBJECT PROPERTY: 06-16.0-401-004

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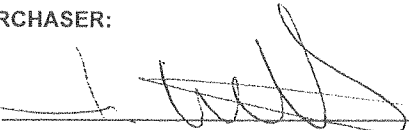
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Dated this _____ day of _____, 2018.

SELLER:

PURCHASER:

By: _____

By: 

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

PURCHASER ADDRESS:
Village of Dupo
107 N Second St
Dupo, IL 62239

Tabitha L. Session

From: Charles J. Swartwout
Sent: Thursday, August 23, 2018 2:25 PM
To: Tabitha L. Session; David B. Schneidewind
Subject: FW: Dupo Demo

Van Lear's address is below, mail him the forms, we will need to do a quick Ordinance as the purchase of the three properties were approved at the last meeting on 8/20 at \$750 a piece plus the \$39.25 filing fee on each. I assume that means that Van Lear can get Gail Allen's property by agreement with her.

From: Van-Lear Eckert <vanleare@yahoo.com>
Sent: Thursday, August 23, 2018 1:58 PM
To: Charles J. Swartwout <cswartwout@boylebrasher.com>
Subject: Re: Dupo Demo

Mail is fine. Thanks!!

Sent from my iPhone

On Aug 23, 2018, at 10:27 AM, Charles J. Swartwout <cswartwout@boylebrasher.com> wrote:

Yes, when are you in or mail?

Sent from my iPhone

On Aug 23, 2018, at 5:38 AM, Van-Lear Eckert <vanleare@yahoo.com> wrote:

Charlie,

Do you have the three signed contracts for purchase of the property in Dupo from the St. Clair County Trustee? If so, could I get them from you so that I can mail them back to the trustee along with the checks that I have. Thanks.

Van-Lear P. Eckert
Law Office of Van-Lear P. Eckert, PC
One South Church Street
Suite 500
Belleville, IL 62220
618-233-8800
618-233-8807 (Fax)

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Jennifer Gomric Minton - St. Clair County Assessor
Charles Suarez - St. Clair County Collector

Ownership / Addresses

Parcel Number 06-16.0-401-004
Parcel Year 2018
Property Address 921 ELIZABETH AVE EAST CARONDELET, IL 62240
Property Owner ST CLAIR CO TRUSTEE ,
Mailing Address 10 PUBLIC SQ BELLEVILLE, IL 62220

| Assessment Level | Land Value | Building Value | Total Value |
|------------------|------------|----------------|-------------|
| Assessor Value | 1225 | 3926 | 5151 |

Legal

Township SUGARLOAF
Legal Description Line 1 ADAMS SUB
Legal Description Line 2 LOT/SEC-6-BLK/RG-4 A02587274
Legal Description Line 3
Legal Description Line 4

| Tax District | Tax Rate | Tax Amount |
|----------------------|------------------|------------------|
| DAUGHERTY PUB LIB DS | To Be Determined | To Be Determined |
| DUPO UNIT #196 | To Be Determined | To Be Determined |
| PRAIRIE DUPONT FIRE | To Be Determined | To Be Determined |
| PRAIRIE DUPONT LEVEE | To Be Determined | To Be Determined |
| ST CLAIR CO OTHER | To Be Determined | To Be Determined |
| SUGAR LOAF ROAD | To Be Determined | To Be Determined |
| SUGAR LOAF TWP | To Be Determined | To Be Determined |
| SWIC DIST #522 | To Be Determined | To Be Determined |
| VILLAGE OF DUPO | To Be Determined | To Be Determined |

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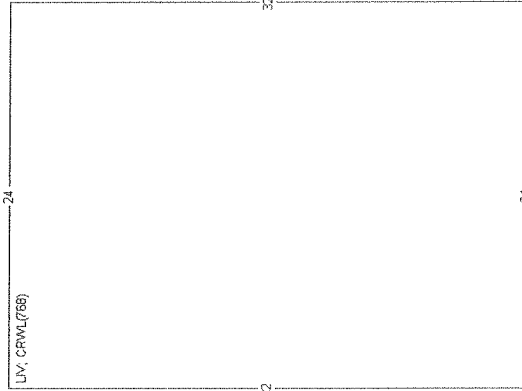
site. We reserve the right to restrict usage that may compromise the performance or security of our website. Such usage may include but it is not limited to malicious probes or attacks as well as attempts to mirror website data using automated data retrieval programs. All access is limited to system availability.

Req By: SUPERVISOR
KENNETH & LISA MERIDETH
RR 4 BOX 11943

08/08/18 11:13:30 ST CLAIR CURRENT YEAR 2018

Site Address: 000921 ELIZABETH MO 63957 AV

BLDG # 1
 Style (Tb-02) 1.0 One Story
 Quality (Yr-95) D-10 D-10 Fair
 Building Use 0040 Single Fami
 Exterior Wall 1 F Frame
 Exterior Wall 2 Crawl
 Foundation Adj C
 Basement
 Combination
 Attic Area
 Heat/AC Adj
 Comb Ht//AC Adj 00 N/A
 Fireplace 00 N/A
 Extra Fireplace 00 N/A
 Res Fixtures 0005 05 Fixtures
 Garage
 Mobile Home 0000 N/A
 Design Adj 00 N/A
 Actual Year Blt 1958
 Effect Year Blt 1975
 Normal Depr Tbl P Res CDU - P
 Functional Obs. 000000
 Economic Obs. 000000
 Observed Cond. 000030
 Obs. Cond. Code OC OBSERVED CO
 Cost Factor 000 N/A



BOOK PAGE DATE QS SALE PRICE
 PERMIT NO TYPE DATE AMOUNT

Appraiser 010 TF
 Appr Date 01/23/17
 Use Code 0040 Imp. Res.
 NBHD 120001.00 Sugar Loaf
 L100 M100 B105

| AREA | FLAT | EFF% E/AREA | ACT% A/AREA | EA/AA HEATED | EA/AA HEATED | 768 | 768 |
|------|------|-------------|-------------|--------------|--------------|-----|-----|
| LIV | 768 | 1.00 | 768 | 1.00 | 768 | 768 | 768 |
| CRWL | 768 | 1.00 | 768 | 1.00 | 768 | 768 | 768 |

History Values

| Tax Year | Total Appraised Value |
|----------|-----------------------|
| 17 | 15,453 |
| 16 | 29,004 |
| 15 | 26,910 |

| MISC BLDG CODE | DESC | LENGTH | WIDTH | UNITS | EYB DT |
|----------------|------------------------|--------|-------|-------|--------|
| 1 | 1 SHSL Shed Conc. Slab | 8.00 | 4.00 | 32.00 | 1958 A |

LAND USE DESC 1 0040 RES- IMP RESIDEN R1
 UNITS TP 1.00 L
 ADJUSTMENT CODES -----