

VILLAGE OF DUPO, ILLINOIS

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ORDINANCE NO. 19-09

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO,  
ILLINOIS, REGARDING PROPERTY COMMONLY AND COLLECTIVELY KNOWN  
AS 328 N. MAIN STREET, DUPO, ILLINOIS  
PPNs: 06-21.0-217-001, 002, 003, & 004

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ADOPTED BY THE  
VILLAGE BOARD OF TRUSTEES  
OF THE  
VILLAGE OF DUPO, ILLINOIS  
THIS 5 DAY OF AUGUST 2019  
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Published in pamphlet form by  
authority of the Village Board  
of Trustees of the Village of  
Dupo, St. Clair County, Illinois,  
this \_\_\_\_\_ day of August 2019.

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ILLINOIS, REGARDING PROPERTY COMMONLY AND COLLECTIVELY KNOWN  
AS 328 N. MAIN STREET, DUPO, ILLINOIS  
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**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 5, 2019 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 parcels 06-21.0-217-001, 06-21.0-217-002, 06-21.0-217-003, and 06-21.0-217-004 located in the Village limits of the Village of Dupo, St. Clair County, Illinois, commonly and collectively known as 328 N. Main Street, Dupo, Sugarloaf Township, St. Clair County, Illinois (legal described as follows: 001—Lindemanns 1<sup>st</sup> Sub. Lot/Sec-17-BLK/RG-4 BK 2657-81 EXC PT for RD in 2910-2167; 002—Lindemanns 1<sup>st</sup> Sub. Lot/Sec-18-BLK/RG-4 BK 2675-81 EXC PT for RD in 2910-2167; 003—Lindemanns 1<sup>st</sup> Sub. Lot/Sec-19-BLK/RG-4 BK 2657-81; 004—Lindemanns 1<sup>st</sup> Sub. Lot/Sec-20-BLK/RG-4 BK 2657-81) (referred to herein collectively as “Property”), have been listed for sale by the St. Clair County Trustee; and

**WHEREAS**, the Property contains an unkept and unmaintained structure and lots, and overall the Property needs to be maintained, and the Village desires to purchase said Property, maintain 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 (\$45.00) for a total of \$795.00 for the Property (*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 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 numbers 06-21.0-217-001, 06-21.0-217-002, 06-21.0-217-003, and 06-21.0-217-004 (commonly and collectively known as 328 N. Main Street, Dupo, St. Clair County, Illinois), from the St. Clair County Trustee in the total amount of \$795.00.

**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 numbers 06-21.0-217-001, 06-21.0-217-002, 06-21.0-217-003, and 06-21.0-217-004 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 5<sup>th</sup> day of August 2019 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.

[This space intentionally left blank.]

<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 5<sup>th</sup> day of August, 2019.

  
 \_\_\_\_\_  
 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 Dupo, Illinois.

I further certify that on the 5<sup>th</sup> day of August 2019, the Corporate Authorities of the Village of Dupo, Illinois, passed and approved Ordinance No. 19-09, entitled:

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO,  
ILLINOIS, REGARDING PROPERTY COMMONLY AND COLLECTIVELY KNOWN  
AS 328 N. MAIN STREET, DUPO, ILLINOIS  
PPNs: 06-21.0-217-001, 002, 003, & 004**

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

The pamphlet form of Ordinance No. 19-09, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Dupo Village Hall, commencing on August 5, 2019 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 Dupo, Illinois this 5<sup>th</sup> day of August 2019.

  
\_\_\_\_\_  
MARK NADLER, Village Clerk

(SEAL)

**BINDING PURCHASE CONTRACT / REAL ESTATE**

Item # 0819003X  
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "SELLER"

**SUBJECT PROPERTY:** 06-21.0-217-001, 002, 003, 004  
(Identified by Tract or Permanent Parcel ID#)

Date of Contract:	August 08, 2019
Purchase Price:	\$750.00
Auctioneer's Fees:	0.00
Recording Fees:	45.00
Total Due:	\$795.00
Deposit:	\$0.00
Balance:	\$795.00

**PURCHASER(S):**  
Village of Dupo  
107 N. 2nd St.  
Dupo, IL 62239

**EXHIBIT**

A

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

**Method of Payment.** PURCHASER is to complete payment in full within 60 days of this contract and TIME IS OF THE ESSENCE. All payments are to be made payable to COUNTY TRUSTEE, C/O COUNTY DELINQUENT TAX AGENT, P.O. Box 96, Edwardsville, Illinois 62025. SELLER is not required to extend the final payment date. If PURCHASER requests an extension, and if SELLER agrees to grant such extension, a monthly extension charge shall apply.

**Title/Survey.** SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days of the Purchase Contract, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to cancel the sale and receive a refund of all sums deposited with SELLER under the Purchase Contract without interest thereon. Purchaser's inability to obtain title insurance is not a defect in title nor a cause for cancellation of this agreement. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

**Property Condition.** PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

**Purchaser Acknowledgment.** The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

SELLER, By Its Authorized Agent:

County Tax Agent - Telephone 618-656-5744  
Post Office Box 96, Edwardsville, Illinois 62025-0096  
[www.iltaxsale.com](http://www.iltaxsale.com)

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**Possession.** PURCHASER shall not enter the subject property or any structure thereon or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time before recording of the deed to PURCHASER. PURCHASER shall, at PURCHASER'S expense maintain the subject property in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

**Transfer of Title.** SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

**Future Taxes.** PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2020.

**Indemnity.** PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract.

**Failure to Complete Purchase.** IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

**Right of Rescission.** UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATSOEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

rev 2/17

Purchaser Signature(s)

X \_\_\_\_\_

X \_\_\_\_\_