

VILLAGE OF DUPO, ILLINOIS

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ORDINANCE NO. 19-11

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO,  
ILLINOIS, REGARDING PROPERTY COMMONLY KNOWN AS  
212 N. MAIN STREET, DUPO, ILLINOIS  
PPNs: 06-21.0-404-010**

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ADOPTED BY THE  
VILLAGE BOARD OF TRUSTEES  
OF THE  
VILLAGE OF DUPO, ILLINOIS  
THIS 19<sup>th</sup> 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 19<sup>th</sup> day of August 2019.

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**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO,  
ILLINOIS, REGARDING PROPERTY COMMONLY KNOWN AS  
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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 19, 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 parcel 06-21.0-404-010 located in the Village limits of the Village of Dupo, St. Clair County, Illinois, commonly and collectively known as 212 N. Main Street, Dupo, Sugarloaf Township, St. Clair County, Illinois (legal described as follows: Lindemanns 1<sup>st</sup> Sub. LOT/SEC-26-BLK/RG-3 DOC A01618235) (referred to herein as “Property”), has been listed for sale by the St. Clair County Trustee; and

**WHEREAS**, the Property contains an unkept, dilapidated and unmaintained structure that is to be demolished, and overall the Property needs to be maintained, and the Village desires to purchase said Property, demolish and/or maintain any structure 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 demolish any structure thereon and/or 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 06-21.0-404-010 (commonly and collectively known as 212 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 number 06-21.0-404-010 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.

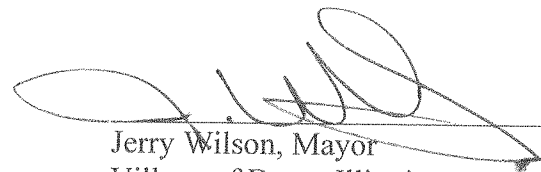
**Section 5:** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, as provided by law.

**PASSED** this 19<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 19<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 19<sup>th</sup> day of August 2019, the Corporate Authorities of the Village of Dupo, Illinois, passed and approved Ordinance No. 19-11, entitled:

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO,  
ILLINOIS, REGARDING PROPERTY COMMONLY KNOWN AS  
212 N. MAIN STREET, DUPO, ILLINOIS  
PPNs: 06-21.0-404-010**

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

The pamphlet form of Ordinance No. 19-11, 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 19<sup>th</sup>, 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 19<sup>th</sup> day of August 2019.

  
MARK NADLER, Village Clerk

(SEAL)



# PURCHASE CONTRACT

SELLER: St. Clair County, As Trustee

PURCHASER: Village of Dupo

SUBJECT PROPERTY: 06-21.0-404-010

TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$795.00

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 2020.

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 \_\_\_\_\_, 2019.

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. 2nd St.  
Dupo, IL 62239

