

Ordinance #O-13-15

An Ordinance APPROVING THE PURCHASE OF REAL ESTATE AT 11410 RT. 20 WEST, GALENA, ILLINOIS, FOR A FIRE DEPARTMENT TRAINING FACILITY.

Adopted by the City Council of the City of Galena this 12th Day of November 2013.

Published in pamphlet form by authority of the City Council of the City of Galena, Jo Daviess County, Illinois, this 12th Day of November 2013.

STATE OF ILLINOIS)
) City of Galena
COUNTY OF JO DAVIESS)

CERTIFICATE

I, Mary Beth Hyde, certify that I am the duly elected municipal clerk of the City of Galena, Jo Daviess County, Illinois.

I further certify that on the 12th Day of November 2013, the Corporate Authorities of said municipality passed and approved Ordinance No. O-13-15 entitled **AN ORDINANCE APPROVING THE PURCHASE OF REAL ESTATE AT 11410 RT. 20 WEST, GALENA, ILLINOIS, FOR A FIRE DEPARTMENT TRAINING FACILITY** which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. O-13-15 including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing the 12th Day of November 2013 and commencing for at least ten (10) days thereafter.

Dated at Galena, Illinois, this 12th Day of Novemer 2013.



Mary Beth Hyde
City Clerk

(Seal)

Ordinance #O.13.15

AN ORDINANCE APPROVING THE PURCHASE OF REAL ESTATE AT 11410 RT. 20 WEST, GALENA, ILLINOIS, FOR A FIRE DEPARTMENT TRAINING FACILITY

WHEREAS, the City of Galena, Illinois (hereinafter, "the City"), is a municipal corporation operating under the laws of the State of Illinois, in Jo Daviess County, Illinois; and

WHEREAS, the City, pursuant to Section 11-76.1-1 of the Illinois Municipal Code (65 ILCS 5/11-76.1-1), has the power to purchase real property for public purpose; and

WHEREAS, the City has determined that a 2.2 acre parcel owned by Jan and Lorraine Svec, ("the Property") should be acquired by the City for City purposes, including as a site for training by the Galena Volunteer Fire Department; and

WHEREAS, the City negotiated with Jan and Lorraine Svec ("the Seller") to purchase the property under certain terms and conditions; and

WHEREAS, the City has agreed to purchase and the Seller has agreed to sell the property described as a "split of 11410 Rt 20 West, Galena, Illinois 61036 in Jo Daviess County, property tax identification 43-13-000-75-00", for an amount of \$113,500 and other consideration, pursuant to a Real Estate Contract for Purchase (the "Contract") a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Galena City Council has determined that the purchase of the Property by the City and its use for City purposes, including fire department training, will provide benefit to the public in perpetuity.

THEREFORE, BE IT ORDAINED by the City Council of the City of Galena, Jo Daviess County, Illinois, as follows:

SECTION I: The recitals contained above in the preamble of this ordinance are hereby incorporated herein by reference, the same as if set forth in this section of this ordinance verbatim, as findings of the City Council of the City of Galena, Illinois.

SECTION II: The Contract for the purchase of the Property is hereby adopted.

SECTION III: The Mayor is hereby authorized and directed to sign the Contract on behalf of the City.

SECTION IV: This Ordinance shall take full force and effect upon adoption.

YEAS:

Painter, Bernstein, Fach,
Greene, Kieffer, Lincoln,
Renner

NAYS:

None

PASSED by the City Council and APPROVED by the Mayor this 12th day of November, 2013.



Mayor, Terry Renner

ATTEST:



City Clerk, Mary Beth Hyde

 COPY

CONTRACT FOR PURCHASE

1. Sellers: Jan Taylor Svec and Lorraine H. Svec
Address: 11410 Rt. 20 West, Galena, Illinois 61036
2. Buyers: The CITY OF GALENA c/o Joe Nack, City Attorney
Address: 312 ½ N. Main Galena Illinois, 61036
3. Offers to purchase the following described real estate situated in Jo Daviess County, Illinois, commonly known as: To Be Determined, approximately 2.2 acres currently with a common address of 11410 Rt. 20 West, Galena, Illinois 61036 legally described as: to follow per survey.
Tax Code: Split of 43-13-000-075-00
4. And to pay you for the premises the sum of \$113,500.00, in the manner following:
 - A. Cash at the time of closing coincident with delivery of deed.
5. THIS CONTRACT IS CONTINGENT UPON THE ABILITY OF:
 - A. The buyer, the City of Galena, to annex and rezone the approximate 2.2 acres into the City of Galena corporate boundary, on or before November 8, 2013.
 - B. The Buyer, the City of Galena to obtain and pay for, at their sole expense, a survey for the approximate 2.2 acres which they will purchase on or before November 8, 2013.
 - C. The Buyer, the City of Galena, to move and pay for, at their sole expense, the Seller's existing driveway which runs through the proposed parcel to be purchased by the Buyer, moving said driveway such that it will remain upon the Seller's property and reconnect to Technical Drive. This move and installation of the existing driveway will be installed with compacted gravel to the same specifications as the existing driveway, with a curb cut at Technical Dr. The moving of the driveway shall occur on or before November 8, 2013.
 - D. The Sellers shall pay for, at their sole expense, the hookup of an electrical service for their well pump (the well pump is located at the rear of the Seller's residence- the Belle Aire Manor) within 30 days of the date of closing.
 - E. The Sellers shall, at their sole expense, pay to have their existing septic system connected to the existing sanitary sewer of the City of Galena sewer system within 30 days of the date of closing or if weather does not permit, on or before June 1, 2014.
 - F. The City of Galena providing a letter indicating that they will only annex into the city the approximate 2.2 acres which they are purchasing.
6. IF ANY CONTINGENCY IN PARAGRAPH 5 CANNOT BE CARRIED OUT, THIS CONTRACT SHALL BECOME VOID AND BUYER(S) AND SELLER(S) SHALL SIGN AN AGREEMENT TERMINATING THE CONTRACT FOR PURCHASE AND RELEASING THE EARNEST MONEY DEPOSIT TO BUYER(S).

EXHIBIT "A"

7. The time of closing shall be on or before November 22, 2013 and Sellers shall deliver possession at time of closing and all documents relative to the transaction shall be signed and delivered.
8. Additional Terms or Facts: _____
9. All prorations, including rents, general taxes, utilities and fuel oil shall be made as of closing with tax prorations based upon latest available information. Tax prorations shall be made on a 365 day basis. If the tax proration used at closing differs from the tax proration using the actual tax bill by more than \$25.00, the parties agree to adjust the difference when the tax bill is issued.
10. Conveyance of the property shall be stamped warranty deed releasing homestead, or such other appropriate deed as may be required by this Contract. Said conveyance shall be subject only to the following: All taxes and special assessments levied or confirmed after the date of closing; building and building lines, use and occupancy restrictions, conditions and covenants of record, provided the same are not violated by the existing improvements or the present use thereof and do not contain a reverter or right of re-entry; zoning laws and ordinance of which there are no violations; easements for the use of public utilities, if any, roads and highways, drainage ditches, feeders and laterals, if any; existing leases and tenancies and any mortgage or agreement for deed to be assumed pursuant to this Contract.
11. Sellers shall, at Sellers expense, before closing, furnish a current title insurance commitment in the amount of the purchase price, and a final policy thereafter or mutually acceptable evidence of title. Liens or encumbrances with a total balance due of an amount not more than the balance due at time of closing under the Contract shall not constitute material defects if said liens or encumbrances are paid and released at the time of closing.
12. If Sellers cannot deliver merchantable title to Buyer at closing, subject only to the permitted exceptions, this Contract, at Buyer's option, shall be void and earnest money shall be returned to Buyer or Buyer may elect to close and deduct from the purchase price a definite and ascertainable amount required to satisfy and release any non-permitted exceptions, and in such case, Sellers shall convey the premises to Buyer.
13. Should the Buyer fail to perform this Contract at the time and in the manner herein specified, the earnest money shall, at the option of the Sellers, be forfeited by Buyer as liquidated damages, and this Contract shall become null and void, and the Sellers shall then have the right to possession of the premises. Time is of the essence of this Contract, and of all the terms and conditions hereof. In the event the Sellers do not elect to accept forfeiture of the earnest money, Sellers shall be entitled to exercise all other remedies available to Sellers under Illinois law.
14. In the event of legal action to construe or enforce the provisions of this Contract, the prevailing party shall be entitled to collect his reasonable attorney's fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs, and expenses and enter judgment therefor.

EXHIBIT "A"

15. Sellers shall surrender possession of the land free of debris.
16. Buyer shall have the right to inspect the premises within 48 hours prior to closing to determine that the premises are in the same condition as date of acceptance of Contract; ordinary wear and tear excepted.
17. Parties agree to comply with the provisions of the Real Estate Settlement Procedures Act of 1974. (RESPA)
18. Each party agrees to provide the information necessary to complete the portions of the Illinois Department of Revenue Real Estate Transfer Declaration that are applicable to him, and to execute such declaration pursuant to the Real Estate Transfer Act, 35 ILCS 305/3.
19. Neither Seller nor any authorized agent or representative of Seller have received, prior to the date of Sellers execution of this Contract, any notice from an governmental body describing or relating to any alleged violation of any applicable zoning, building, dwelling, fire, electrical, health and safety, environmental protection or similar laws, statutes, ordinances, codes, rules or regulations which are uncured or uncorrected as of the date of Sellers execution of this Contract.
20. Buyer and Sellers agree that signatures on faxed copies of the Contract for Purchase will be binding on both parties.
21. THIS DOCUMENT REPRESENTS THE ENTIRETY OF THE AGREEMENT BETWEEN THE PARTIES AND SHALL BE BINDING UPON THE PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

NOTICE TO PARTIES

BY SIGNING THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL CONTRACT. IF YOU DO NOT UNDERSTAND ALL OF THE TERMS, SEEK LEGAL COUNSEL FROM YOUR ATTORNEY BEFORE SIGNING. ANY REPRESENTATIONS UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS CONTRACT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER(S), BUYER(S), OR AGENT.

Dated this 30th day of August, 2013.

BUYERS:

Terry Renner
The City of Galena

SELLERS:

Jan Taylor Svec Lorraine H. Svec
Jan Taylor Svec Lorraine H. Svec

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