

AGENDA
SPECIAL CITY COUNCIL MEETING
SPRING VALLEY CITY HALL COUNCIL CHAMBERS
215 N. GREENWOOD STREET, SPRING VALLEY, IL
March 11, 2024 - 6:30 P.M.

Note: At this Meeting, the Board May Consider & Take Action upon the Items Set Forth on this Agenda

- I. CALL TO ORDER AND ROLL CALL
- II. PUBLIC COMMENT ON AGENDA ITEMS (Per Section 1-7-14 (A) of the City Code - 2 Minutes Per Person)
- III. NEW BUSINESS
 - A. AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE IN THE CITY OF SPRING VALLEY, BUREAU COUNTY, ILLINOIS (226 E. ST. PAUL ST.)
- IV. PUBLIC COMMENT (Per Section 1-7-14 (B) of the City Code – 2 minutes per person)
- V. ADJOURNMENT

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE
CITY OF SPRING VALLEY, BUREAU COUNTY, ILLINOIS

Background Recitals

- A. WHEREAS, the City of Spring Valley desires to purchase certain real estate owned by Jerry J. Liebhart as Trustee of the Jerry J. Liebhart Revocable Trust Dated November 14, 2007 located at 226 East Saint Paul Street, Spring Valley, Illinois; and
- B. WHEREAS, Section 2-2-12, 11-61-3, and 11-76.1-1 of the Illinois Municipal Code (65 ILCS 5/2 -2-12, 11-61-3, 11-76.1-1) authorizes a municipality to acquire real estate and therefore authorizes the City of Spring Valley to enter into this purchase contract; and
- C. WHEREAS, the corporate authorities of the City of Spring Valley deem it to be in the best interest of the residents of the City of Spring Valley to purchase the real estate owned Jerry J. Liebhart as Trustee of the Jerry J. Liebhart Revocable Trust Dated November 14, 2007 for a purchase price of Thirty-Five Thousand (\$35,000.00) Dollars.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY, BUREAU COUNTY, ILLINOIS, AS FOLLOWS BELOW.

Section 1: The findings contained in the Background Recitals to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: The contract for The Purchase of Real Estate in the form and substance attached hereto, marked as Exhibit A and incorporated by reference as if set out in full herein is hereby approved by the Mayor and City Council of the City of Spring Valley.

Section 3: The City of Spring Valley hereby approves the purchase of real estate described in said contract for The Purchase of Real Estate from Jerry J. Liebhart as Trustee of the Jerry J. Liebhart Revocable Trust Dated November 14, 2007 for a purchase price of Thirty-Five Thousand (\$35,000.00) Dollars.

Section 4: The Mayor of the City of Spring Valley and the City Clerk of the City of Spring Valley shall be authorized to sign the attached contract for The Purchase of Real Estate on behalf of the City of Spring Valley after this Ordinance has been adopted, approved, and published in pamphlet form as provided by law and are further authorized to sign any and all documents necessary to formalize to formalize said purchase for the purchase price stated herein.

PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Spring Valley, Bureau County, Illinois, on March 11, 2024, by a roll call vote as follows:

RECORD OF THE VOTE	AYE	NAY	ABSTAIN	ABSENT
Herrmann				
VanSchaick				
Affelt				
Chiaventone				
Campbell				
Baltikauski				
Pellegrini				
Bogacz				

APPROVED:

ATTEST:

Melanie Malooley Thompson, Mayor

Rebecca Hansen, City Clerk

EXHIBIT A

CONTRACT FOR THE PURCHASE OF REAL ESTATE

THIS CONTRACT is made in Spring Valley, Illinois, this _____ day of March, 2024, between **JERRY J. LIEBHART AS TRUSTEE OF THE JERRY J. LIEBHART REVOCABLE TRUST DATED NOVEMBER 14, 2007**, of the City of Cape Coral, County of Lee, State of Florida, herein referred to as "Seller" and the **CITY OF SPRING VALLEY**, a municipal corporation, located in Bureau County, State of Illinois, hereinafter referred to as "Purchaser".

RECITALS

In consideration of the mutual promises hereinafter set forth, Seller hereby agrees to sell to Purchaser by good and sufficient Warranty Deed, and Purchaser hereby agrees to purchase from Seller, the following-described real estate, together with all improvements thereon and appurtenances thereto, upon the terms and conditions hereinafter set forth, to wit:

Lot Twenty-two (22) in Block Thirty (30) in the original Town, now City of Spring Valley, excepting the underlying coal and minerals and the right to dig, mine and remove the same without entering upon or occupying the surface thereof.

Permanent Index No.

18-35-309-020

Property Address:

226 E. St. Paul Street

Spring Valley, IL 61362

SECTION I

PURCHASE PRICE AND TERMS OF PAYMENT

The total purchase price for said property is Thirty-Five Thousand (\$35,000.00)

Dollars payable as follows:

- a. Seller hereby acknowledges Purchaser has placed in escrow One Thousand Dollars (\$1,000.00) on the date of the execution of this Contract as and for a down payment upon the total purchase price; and
- b. The balance of said Purchase price, or Thirty-Four Thousand (\$34,000.00) Dollars. shall be paid by Purchaser to Seller, in cash or by certified funds, on the date of closing.

SECTION II

POSSESSION AND DATE OF CLOSING

Possession shall be given by Seller to Purchaser on the date of closing. Seller hereby reserves title to said real estate until full performance by Purchaser at closing. Closing shall be held on or before April 5, 2024.

SECTION III

TAXES

A. Real estate taxes for the year 2023 shall be pro-rated as of the date of closing, using as a basis for such pro-ration the last available tax bill. Seller shall pay the pro-rated taxes from January 1, 2023, to the date of closing, to Purchaser on the date of closing, and Purchaser shall pay the pro-rated taxes for the balance of the year 2024 and all subsequent years.

B. Seller shall pay the amount of any stamp tax imposed by law upon the

transfer of the title and shall furnish a completed Real Estate Transfer Declaration signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

SECTION IV

EVIDENCE OF TITLE

Purchaser or Purchaser's agent shall obtain not less than five (5) days prior to the time of closing, a Title Commitment for an Owner's Title Insurance Policy in the amount of the purchase price, showing merchantable title in Seller. Such Commitment shall be in the usual form of such instruments, and shall contain the usual, general exceptions contained therein, and shall further list as an exception any existing easements for public and quasi-public utilities, any other easements or reservations of record, any public roads, highways or rights-of-way, and any drainage ditches, drain tiles, feeders, laterals, and underground pipes and cables, if any.

SECTION V

DEFAULT

If Purchaser defaults in paying the balance of the purchase price due hereunder, then Seller may either retain Purchaser's down payment in full liquidation of all damages or, at Seller's option, may bring an action at law to recover the balance of the purchase price. Any election to retain the down payment shall be made by notice thereof in writing mailed or delivered to Purchaser or Purchaser's agent and upon the giving of such notice all further obligations of both parties under this Contract shall terminate and the Contract

shall be considered null and void. Time is of the essence for the performance of Seller's (but not Purchaser's) obligation under this agreement.

SECTION VI

BINDING EFFECT

This Contract and the terms, conditions, and provisions hereof shall inure to and be binding upon the respective heirs, personal representatives, administrators and assigns of the parties.

SECTION VII

CONTINGENCY

APPROVAL OF CITY COUNCIL CONTINGENCY

Seller acknowledges that this Contract is contingent upon the approval of the purchase of the subject property at the price stated herein by the City Council of the City of Spring Valley by duly enacted ordinance. Notwithstanding any other provision herein, should the City Council of the City of Spring Valley fail to enact an ordinance approving the purchase of the subject property, then this Contract shall become null and void and all monies paid by Purchaser hereunder, as earnest money, shall be refunded.

SECTION VIII

ESCROW AGENT

Purchaser has placed the amount of One Thousand Dollars (\$1,000.00) in escrow as earnest money for this purchase with the law firm of Aplington, Kaufman, McClintock,

Steele and Barry, LTD., located at 160 Marquette Street, LaSalle, County of Lasalle, Illinois. Seller agrees that Aplington, Kaufman, McClintock, Steele and Barry, LTD., will hold the escrow funds in trust.

SECTION IX

ENTIRE AGREEMENT

This Contract constitutes the entire agreement of the parties. No additional promises or undertakings have been made by either party and no understanding exists with respect to the income or production of the property, except as herein expressly set forth.

IN WITNESS WHEREOF, the parties have executed this Contract in duplicate and affixed their seals on the day and year first above written.

**Seller, Jerry J. Liebhart, as Trustee
of the Jerry J. Liebhart
Revocable Trust Dated
November 14, 2007**

Purchaser, City of Spring Valley

**By: _____
Jerry J. Liebhart, Trustee**

**By: _____
Melanie Malooley Thompson, Mayor**

Attest:

Rebecca Hansen, City Clerk