

ORDINANCE NO. 3003

STATE OF ILLINOIS
CITY OF COLUMBIA
FILED FOR RECORD**AN ORDINANCE APPROVING THE PURCHASE OF REAL
ESTATE, COMMONLY KNOWN AS 'AMERICAN LEGION
FIELDS,' LOCATED AT 375 EAST LOCUST STREET IN
COLUMBIA, ILLINOIS**

MAR 04 2013


Ronald Colyer
City Clerk

WHEREAS, the City of Columbia, Illinois, (hereinafter, "the City"), is a municipal corporation and body both corporate and politic created and existing in and by virtue of the laws of the State of Illinois located in Monroe and St. Clair counties, Illinois;

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 the American Legion Fields, Lot 2 of American Legion Park, ("the Property") should be acquired by the City in order to preserve ongoing public use as a recreational facility;

WHEREAS, the City negotiated with American Legion Post 581 ("the Legion") to lease the Property while working out purchase terms and conditions;

WHEREAS, the City submitted an application to the Illinois Department of Natural Resources through the Open Space Land Acquisition & Development (OSLAD) grant program for the purpose of securing matching funds for purchase of said parcel, which application was successful;

WHEREAS, the City has agreed to purchase and the Legion has agreed to sell the property located at 375 East Locust Street, Columbia, Monroe County, Illinois pursuant to a Real Estate Installment Contract (the "Contract"), a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City Council has determined that the purchase of the Property by the City and its ongoing recreational use will provide benefit to the public in perpetuity.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Columbia, as follows:

Section 1. 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 Columbia, Illinois.

Section 2. The Contract for the purchase of the Property is hereby adopted.

Section 3. The Mayor is hereby authorized and directed to sign the Contract on behalf of the City.

Section 4. The City Clerk is hereby directed to publish this Ordinance in The Republic Times for two (2) consecutive weeks, commencing on the next available publish date.

Section 5. This Ordinance shall take full force and effect thirty (30) days after the second publication described in paragraph 4, above.

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Niemietz, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Mathews, Reis and

Mayor Hutchinson.

NAYS: None.

ABSENT: None.

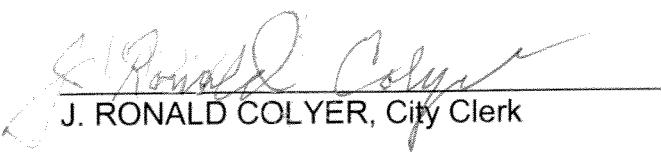
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 4th day of March, 2013.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

State of Illinois)
) ss
County of Monroe)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting City Clerk of the City of Columbia, Monroe County, Illinois (the "Municipality"), and as such official I am the keeper of the records and files of the Municipality and of its Mayor and City Council (the "Corporate Authorities").

I do further certify that the foregoing constitutes a full, true and complete excerpt from the proceedings of the regular meeting of the Corporate Authorities held on the 4th day of March, 2013, insofar as same relates to the adoption of Ordinance No. 3003, entitled:

**AN ORDINANCE APPROVING THE PURCHASE OF REAL
ESTATE, COMMONLY KNOWN AS 'AMERICAN LEGION FIELDS,'
LOCATED AT 375 EAST LOCUST STREET IN COLUMBIA,
ILLINOIS**

a true, correct and complete copy of which Ordinance (the "Ordinance") as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Ordinance were taken openly, that the adoption of such Ordinance was duly moved and seconded, that the vote on the adoption of such Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for such meeting was duly posted at the offices of the City Clerk at least 48 hours before the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such Open Meetings Act and such Code and their procedural rules in the adoption of such Ordinances. No petition(s) have been received in my office pursuant to 65 ILCS 5/11-76.1-4.

In witness whereof, I hereunto affix my official signature and the seal of the City of Columbia, Illinois, this 4th day of March, 2013.

(SEAL)

J. Ronald Colyer, City Clerk

EXHIBIT 'A'

REAL ESTATE INSTALLMENT CONTRACT

This Real Estate Installment Contract ("Agreement") is entered into this _____ day of _____, 2013, by and between Columbia Post No. 581, American Legion Department of Illinois, an Illinois Not-for-Profit Corporation ("Seller"), with its mailing address of 375 Locust, P.O. Box 433, Columbia, Illinois, 62236, and the City of Columbia, an Illinois municipal corporation ("Purchaser"), of 208 S. Rapp Ave., Columbia, Illinois, 62236.

1. *Sale.* Seller, in consideration of the purchase price contained in this Agreement, agrees to sell to Purchaser, and Purchaser agrees to buy, that real property, and all improvements thereon, in its current "as-is" condition, located at 375 East Locust Street, Columbia, Monroe County, Illinois, ("Property") bearing Permanent Parcel No. 04-15-300-001. The Property is more particularly described as follows:

Lot 2 of "COLUMBIA AMERICAN LEGION MEMORIAL PARK, A FINAL SUBDIVISION PLAT, BEING A SUBDIVISION OF PART OF TAX LOT 5 OF U.S. SURVEY 417 AND PART OF TAX LOT 109-B OF THE WEST ½ OF FRACTIONAL SECTION 15 ALL IN TOWNSHIP 1 SOUTH RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS"; reference being had to the plat thereof recorded November 26, 2002 in Plat Envelope 2-158B as Document #266777.

Situated in the County of Monroe and the State of Illinois.

2. *Purchase Price.* Purchaser agrees to pay to Seller \$475,000.00, as follows:

- (a) \$405,000.00 shall be paid by the Purchaser at Closing; and
- (b) \$70,000.00, in annual installments as set forth below:

Date	Payment
11/1/13	\$35,000.00
11/1/14	\$35,000.00

3. *Payment of Installments.* The annual installments provided in this Agreement will be made by Purchaser to Seller at the address first stated in this Agreement, unless the Seller provides written notice to Purchaser of a change of address.

4. *Closing.* The sale of the Property will be closed on or about May 4, 2013, unless otherwise agreed by the parties. Seller shall grant full possession of the Property to Purchaser at Closing.

5. *Prepayments.* Purchaser may prepay any amounts, including the entire outstanding amount, at any time, without penalty.

6. Sales Expenses To Be Paid in Cash at or Prior to Closing.

- A. *Seller's Expense.* Seller will pay at closing: (i) the cost of releasing any liens or mortgages on the Property, including without limitation the mortgage held by the Seller; and (ii) any other expenses to be paid by Seller under this Agreement.
- B. *Purchaser's Expenses.* Purchaser will pay at closing: (i) the cost of recording the deed; and (ii) any expenses stipulated to be paid to Purchaser under other provisions of this Agreement.

7. Execution and Delivery of Deed. In consideration of the payments made and to be made by Purchaser, and the performance of all the covenants and conditions contained in this Agreement on the part of Purchaser, Seller will, at the closing of the Property, execute a general warranty deed to the Property in favor of Purchaser.

8. Taxes and Assessments. Purchaser shall, from the time of execution of this Agreement, if required, pay 100% of the real estate taxes for the Property. If Purchaser fails to pay any of the taxes or assessments on the property, Seller may pay those taxes or assessments and add the amount paid to the remaining balance under this Agreement or declare a default under this contract as herein provided.

9. Title Insurance. Purchaser shall procure, entirely at its expense, a commitment for title insurance issued by a title company authorized to issue title insurance policies in Monroe County, Illinois. The title commitment will insure Purchaser to the full amount of the purchase price against loss or damage occasioned by defect in, or encumbrance against, Seller's title to the property. If Purchaser cannot obtain such a title policy, Purchaser may terminate this Agreement if Seller is not able to cure any title defects.

10. Maintenance, Insurance and Utilities. Purchaser has inspected the property, including the improvements and real property above described, and accepts property in its present condition.

Until the final payment is paid by Purchaser to Seller, Purchaser will maintain the Property, including the improvements, in a state of good repair and condition.

Purchaser shall keep in force with an insurance company acceptable to Seller, fire and extended coverage insurance on the Property being purchased at its own expense. The insurance will be in an amount at least equal to the unpaid balance of the purchase price, with a loss-payable clause for the benefit of the Seller, and Purchaser, as their respective interests may appear at the time of any loss.

Purchaser shall pay, when due, all utilities for the Property, including but not limited to, electric, telephone, cable, internet, gas, water, sewer and trash. All utilities shall be transferred to Purchaser.

11. Repairs. Except as agreed upon by the parties, Purchaser shall be responsible for making any mutually agreed upon repairs to the Property. Said repairs shall be performed in a timely manner. The Seller and Purchaser will both act in good faith when determining what, if any, repairs

need to me made.

12. *Time of Essence.* Time is of the essence of this agreement.

13. *Default.* If Purchaser fails to make the payments or fails to perform the conditions and agreements provided in this Agreement at the times when due, Seller will give written notice to Purchaser either by certified mail, return receipt requested, at the address of the described in this Agreement, or by personal delivery of the notice to Purchaser, of the nature of the default. Purchaser will have thirty (30) days within which to correct the default. If notice is given, and the default is not corrected within thirty (30) days from the date of the notice, then Seller, at its option, will have, in addition to all other remedies provided by law, the right to accelerate and declare due and payable all of the remaining balances of principal and interest under this Agreement. If payments are accelerated by Seller, Purchaser will have fifteen (15) days within which to pay the balance of the purchase price, together with any accrued interest.

If, after notice of default, Purchaser fails to make the required payments, the Seller may seek to terminate Purchaser's interest in the Property by complying with the procedures and methods set forth in the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, *et seq.*). The procedures set forth in the Illinois Mortgage Foreclosure Law shall be the exclusive method of terminating Purchaser's interest in the Property in the event of default.

14. *Attorney's Fees and Costs.* If it becomes necessary for either party to employ the services of an attorney to enforce or terminate this agreement, with or without litigation, the losing party or parties to the controversy will pay to the successful party or parties reasonable attorney's fees and reasonable costs and expenses incurred in enforcing or terminating this Agreement.

15. *Waiver of Default.* If a default is waived by a party or parties, the waiver will not constitute a waiver of any subsequent defaults by any party and will not serve to vary the terms of this Agreement.

16. *Approval by Purchaser.* This Agreement is contingent upon the approval and publication by the Purchaser pursuant to 65 ILCS 5/11-76.1-1, 11-76.1-3, and 11-76.1-4. If the requirements of said sections are not met, or if a referendum is conducted, and this Agreement is defeated, this Agreement shall be null and void. If a referendum is conducted, the payments contemplated herein shall be suspended until such time that this Agreement is declared effective by an affirmative vote of the voters.

17. *Entire Agreement.* It is agreed by the parties that Purchaser accepts the Property in its present condition. There are no representations, covenants or agreements between the parties with reference to property except as specifically in this Agreement.

18. *Binding Effect.* This Agreement will inure to the benefit of and be binding on the heirs, executors, administrators, assigns, devisees and legatees of the parties.

29. *Notices.* All notices must be in writing. Notice will be effective on receipt if by hand delivery, on the next following business day if mailed by reputable overnight carrier with verifiable confirmation procedure, or on mailing if mailed by certified mail, return receipt requested, and addressed to the parties at their addresses contained herein.

21. *Survival.* Any of the terms and covenants contained in this Agreement that require the performance of either party after the closing shall survive the closing and delivery of the deed.

Executed on the date first above written.

City of Columbia

By: Kevin Hutchinson
Title: Mayor

Attest:

By: J. Ronald Colyer
Title: City Clerk

Columbia Post No. 581, American Legion
Department of Illinois

By: E. James Vogt
Title: Commander

Attest:

By: Jim Mueller
Title: Adjutant