



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Motion to Approve an Ordinance Authorizing the Purchase of Certain Property Located at the Southwest Corner of IL 31 and White Bridge Drive
--------	---

Presenter:	Mark Koenen
------------	-------------

Please check appropriate box:

<input type="checkbox"/> Government Operations	<input type="checkbox"/> Government Services
<input type="checkbox"/> Planning & Development	<input checked="" type="checkbox"/> City Council 09-06-11
<input type="checkbox"/> Public Hearing	

Estimated Cost:	N/A	Budgeted:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
-----------------	-----	-----------	------------------------------	-----------------------------	--

If NO, please explain how item will be funded:

Executive Summary:

Kane County, as Trustee, is the seller of this parcel (09-16-356-002). The purchase price including the recording fee is \$2,104.89. The parcel is approximately 0.9 acres and is presently encumbered with a City easement. This parcel will provide an alternative access to the detention area located along Abbeywood Drive, a sanitary sewer on the property, and access to the future water well to be generally located west of the parcel.

Gorski & Good has reviewed the documentation.

Attachments: *(please list)*

Proposed Ordinance

Recommendation / Suggested Action *(briefly explain):*

Staff recommends approval of the Ordinance.

For office use only:

Agenda Item Number: IC

City of St. Charles, IL
Ordinance No. _____

**An Ordinance Authorizing the Purchase of Certain Property for
Corporate Purposes by the City of St. Charles – Located at the
Southwest Corner of Route 31 and White Bridge Drive**

WHEREAS, the City of St. Charles, pursuant to 65 ILCS 5/2-2-12, is authorized to acquire and hold real property for corporate purposes; and

WHEREAS, the City has determined that it is necessary and in the best interests of the residents of the City that certain real property be acquired for such purposes, such real property being located at the southwest corner of Route 31 and White Bridge Drive.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

SECTION ONE: That the Mayor be and the same is hereby authorized to execute a Purchase Contract in substantially the form attached hereto as Exhibit "A", and, by this reference, incorporated herein.

SECTION TWO: That the Mayor of the City be and the same is hereby authorized to execute and attest all other documents necessary to effectuate the purpose of the Purchase Contract.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Presented to the City Council of the City of St. Charles, Illinois this ____ day of _____, 2011.

Passed by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2011.

Approved by the Mayor of the City of St. Charles, Illinois this ____ day of _____, 2011.

Mayor

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Approved as to Form:

City Attorney

Date: _____

KANE COUNTY DELINQUENT TAX AGENT

TELEPHONE (618) 656-5744
TOLL FREE (800) 248-2850
FACSIMILE (618) 656-5094

141 ST. ANDREWS AVE.
P. O. BOX 96
EDWARDSVILLE, IL 62025-0096

August 18, 2011

Mayor Donald DeWitt
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

Transaction Number: 0811907
Parcel Number: 09-15-356-002

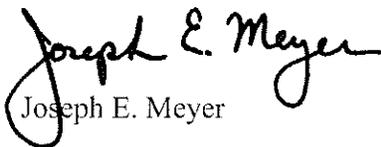
Dear Mayor DeWitt:

Enclosed is a purchase contract to enable the City of St. Charles to acquire the requested parcel. The price is based upon the delinquent taxes, costs, penalties, court costs, and interest.

Please return **three copies of the signed contract** along with a check in the amount of **\$2104.89** payable to the **Kane County Trustee Payment Account** to the address shown above. This amount includes the \$42.00 for recording of the deed to the city.

Upon approval by the County Board, we will return an acknowledged copy of the purchase contract and process the conveyance. If you have any questions, please contact me.

Sincerely yours,


Joseph E. Meyer

TRANSACTION NO. 0811907

PURCHASE CONTRACT

SELLER: Kane County, As Trustee

PURCHASER: City of St. Charles

SUBJECT PROPERTY: 09-15-356-002

TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$2104.89

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 from the date of conveyance.

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 60 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 _____, 2011.

SELLER:

PURCHASER:

By: _____

By: _____

SELLER ADDRESS:
c/o Delinquent Tax Agent
Joseph E. Meyer
P. O. Box 96
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:
City of St. Charles
c/o Mayor Donald DeWitt
2 East Main Street
St. Charles, Illinois 60174

KANE COUNTY DELINQUENT TAX AGENT

TELEPHONE (618) 656-5744
TOLL FREE (800) 248-2850
FACSIMILE (618) 656-5094

141 ST. ANDREWS AVE.
P. O. BOX 96
EDWARDSVILLE, IL 62025-0096

August 18, 2011

Mayor Donald DeWitt
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

Transaction Number: 0811907
Parcel Number: 09-15-356-002

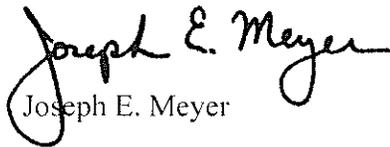
Dear Mayor DeWitt:

Enclosed is a purchase contract to enable the City of St. Charles to acquire the requested parcel. The price is based upon the delinquent taxes, costs, penalties, court costs, and interest.

Please return **three copies of the signed contract** along with a check in the amount of **\$2104.89** payable to the **Kane County Trustee Payment Account** to the address shown above. This amount includes the \$42.00 for recording of the deed to the city.

Upon approval by the County Board, we will return an acknowledged copy of the purchase contract and process the conveyance. If you have any questions, please contact me.

Sincerely yours,


Joseph E. Meyer

TRANSACTION NO. 0811907

PURCHASE CONTRACT

SELLER: Kane County, As Trustee

PURCHASER: City of St. Charles

SUBJECT PROPERTY: 09-15-356-002

TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$2104.89

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 from the date of conveyance.

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 60 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 _____, 2011.

SELLER:

PURCHASER:

By: _____

By: _____

SELLER ADDRESS:

c/o Delinquent Tax Agent
Joseph E. Meyer
P. O. Box 96
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:

City of St. Charles
c/o Mayor Donald DeWitt
2 East Main Street
St. Charles, Illinois 60174