

CITY OF LE ROY
COUNTY OF McLEAN, STATE OF ILLINOIS

ORDINANCE 21-04-01-80

**AN ORDINANCE AUTHORIZING
THE SALE OF 3.5 ACRES IN PARCEL
#30-28-100-004**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS

5th Day of April, 2021

PRESENTED: **April 5, 2021**

PASSED: **April 5, 2021**

APPROVED: **April 5, 2021**


RECORDED: **April 5, 2021**

PUBLISHED: **April 5, 2021**
In Pamphlet Form

Voting "Aye" 7
Voting "Nay" 0
Voting "Abstain" 1

The undersigned being the duly qualified and Acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned **ordinance** and that such **ordinance** was presented, passed, approved, recorded and published as above stated.

(SEAL)



Vicki Moreland
City Clerk of the City of
Le Roy, McLean County, Illinois

Dated: **April 5, 2021**

ORDINANCE NO. 21-04-01-80

**AN ORDINANCE AUTHORIZING
THE SALE OF 3.5 ACRES IN PARCEL
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WHEREAS, the City of Le Roy previously declared the property described herein as surplus property and published notice of the availability of sale of said property by the City; and

WHEREAS, the City of Le Roy advertised a willingness to sell said property at no less than 80% of the appraised value of said property; and

WHEREAS, the City Administrator was given authority to negotiate the sale of the property described herein; and

WHEREAS, the City of Le Roy has authority, pursuant to 65 ILCS 5/11-17-4.1 to authorize the sale of the property described herein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LE ROY, MCLEAN COUNTY, ILLINOIS, as follows:

Section 1. That the City of Le Roy hereby accepts the proposal of **POINDEXTER TRUCKING, LLC**, for the purchase of 3.5 acres in the southwest corner of Parcel #30-28-100-004 to be determined by a survey. A copy of said proposal is marked **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. That the Mayor be and he is hereby authorized and directed to execute for and on behalf of the City of Le Roy, the Contract for Sale of Real Estate, attached hereto as **Exhibit B**, and to take any and all further action necessary to complete the terms of said Real Estate Contract including, but not limited to, subdivision of the property in order to create a lot of record for conveyance, extension of municipal water and sewer service to the northwest

corner of the property and installation of a sixty-foot (60') culvert and material to create an entrance to the property described in the Contract for sale.

Section 3. That the property described herein as being sold at 80% of its appraised value, the sale price being \$61,600.

Section 3. The City Clerk be and is hereby authorized and directed to publish this Ordinance in pamphlet form, as provided by law.

Section 4. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 5. Repeal and Savings Clause. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, action, or causes of action which shall have accrued to the City of Le Roy prior to the effective date of this Ordinance.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

EXHIBIT A

PROPOSAL

Proposal for Purchase

Poindexter Trucking, LLC is a small family-owned trucking company based in LeRoy, IL established in 2016. We currently have 4 full-time and 3 part-time employees. More than half of our employees are local residence to LeRoy, and we continue to promote hiring qualified candidates from within LeRoy.

As our company continues to grow, we need to obtain property and a building to run our day-to-day operations out of. We currently run the office operations out of our home and the equipment is stored/maintained at 3 separate rented properties. We have outgrown our current accommodations and need more space to continue to grow our hometown business.

• Proposal

- Poindexter Trucking, LLC would like to purchase 3.5 acres of land in the SW corner of the city-owned property (City Farm) on Bicentennial Rd. for \$17,600 per acre. (Contingent on financing)
- With the purchase of this property, Poindexter Trucking, LLC proposes that the City of LeRoy help with initial costs of purchasing and developing the said parcel.
 - City of LeRoy covers all closing cost associated with the purchase
 - City of LeRoy covers all costs of surveying the existing property and parceling off the new piece for purchase
 - City of LeRoy covers the cost to move the water and sewer utility to the NW corner of said purchased property.
 - City of LeRoy supplies and installs 60-foot Culvert and material to create an entrance at the SW corner of said purchased property.

• Future Plans (Pending purchase of Property)

- Plan to excavate a portion of the land to create a parking area for our assets
- Plan to oversee and erect a 60'x80' building that will house our office staff as well as a mechanic shop to maintain our equipment ourselves.

• Future Goals

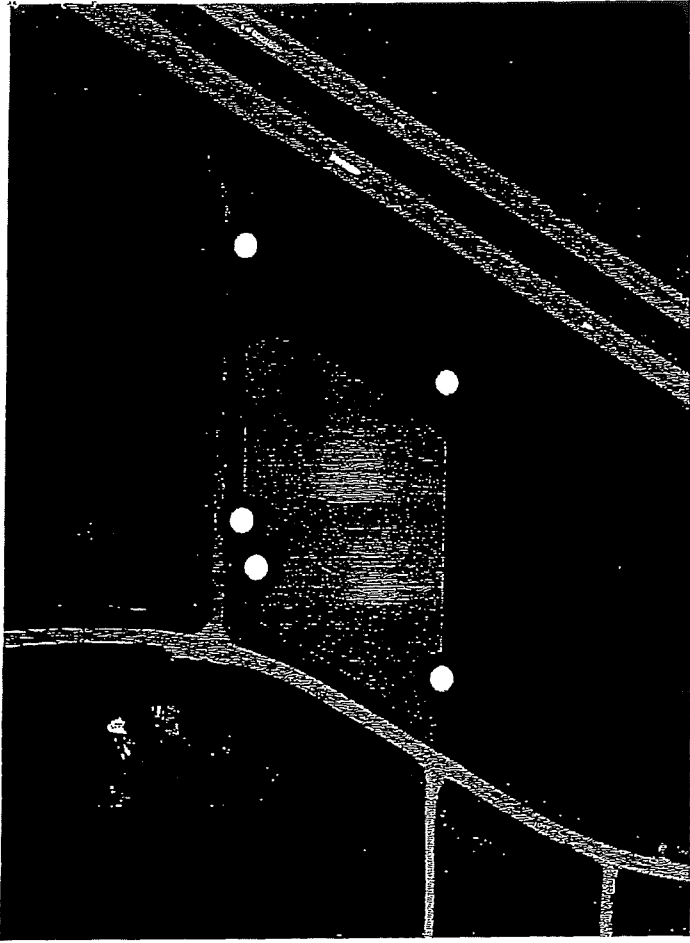
- As a citizen/parent I wants to invest in the lives of our children. Pending having a shop to work in, we have discussed the idea of presenting a work study option to the local school district to host a student/students to help in our shop.
- We have also talked about opening a commercial repair side to our business. Doing out-sourced mechanic work for local businesses, farmers, or people passing

through. This would in turn create more jobs and help generate sales tax revenue for the City of LeRoy

I want to personally thank our Mayor, Administrator, city council members, and staff for taking the time to review and discuss this proposal. LeRoy is an excellent community to be a part of and I look forward to helping better the community in any way I can with what I have to offer.

Respectfully,

Joseph Poindexter
Poindexter Trucking, LLC



OTHER PROVISIONS TO REAL ESTATE CONTRACT BETWEEN THE CITY OF LE ROY
AND POINDEXTER TRUCKING LLC

1. The Property is being sold pursuant to 65 ILCS 5/11-76-4.1 and is conditioned upon the city of Le Roy enacting a Resolution authorizing the sale and publishing notice of sale per said statute.
2. The city of Le Roy will undertake survey and subdivision of the Property, at no cost to buyer, to create a lot of record for conveyance purposes. The buyer agrees that standard easements and rights of way will be dedicated from the 3.5-acre parcel buyer is purchasing resulting in less than 3.5 net acres in the resulting lot of record.
3. The city of Le Roy, at no cost to buyer, will extend municipal water and sewer service to the northwest corner of the Property.
4. The city of Le Roy, at no cost to buyer, will install a 60-foot culvert and material to create an entrance at the southwest corner of the Property at a location determined appropriate by seller.
5. The city of Le Roy agrees, for a period of five years from the date of this agreement, to give buyer the right of first refusal to purchase an additional 1.5 acres of property immediately north of the Property hereby conveyed to buyer. Seller will notify buyer of any offers it receives to sell the additional 1.5 acres immediately north and adjacent to the Property hereby conveyed, and buyer shall have 10 days from notice to match or better any offer received by seller or decline to exercise its right to buy said 1.5 acres. Buyer shall promptly give notice to seller in writing of buyer's decision regarding purchase of the additional 1.5 acres.

EXHIBIT B

REAL ESTATE SALE CONTRACT

CONTRACT FOR SALE OF REAL ESTATE
McLEAN COUNTY BAR ASSOCIATION APPROVED FORM
(REVISED CONTRACT FORM APPROVED NOVEMBER 5, 2015)

Seller: CITY OF LE ROY

Buyer: POINDEXTER TRUCKING LLC

**Address: 207 S. East Street
LeRoy, Illinois 61752**

**Address: 403 Wilson Avenue
Le Roy, Illinois 61752**

Telph: (309) 902-3031

Telph: (309) 825-8306

Fax:

Fax:

Attorney: Steven D. Mahrt

Attorney:

**Address: 202 N. Prospect Road, Suite 203
Bloomington, IL 61704**

Address:

Telph:

Telph:

Fax:

Fax:

Listing Broker/Telephone/Fax:

Selling Broker/Telephone/Fax:

Agent:

Agent:

Current Mortgage holder/Loan #/Address/Telephone:

CONTRACT FOR SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE
CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between CITY OF LE ROY hereinafter referred to as **Seller**, and **POINDEXTER TRUCKING LLC**, hereinafter referred to as **Buyer**, who agree as follows:

1. **DESCRIPTION, PRICE AND PAYMENT:** Seller sells the following described real estate, to-wit:

3.5 acres in the Southwest Corner of Parcel #30-28-100-004

****To be Determined by Survey**

(the legal description may be changed upon provision of a legal description by the title insurance company) and Survey,

with improvements, to Buyer, who agrees to pay **\$61,600.00** therefor in the manner following: \$600.00 (down payment inclusive of earnest money) upon the execution of this Contract:

 A. To be deposited into escrow until closing;

 X B. To be delivered to Seller, receipt of which is hereby acknowledged;

and the remainder as required by the closing agent on or before JUNE 18, 2021, and on receipt of deed.

2. **EVIDENCE OF TITLE:** Not less than fourteen (14) days prior to closing, Seller will furnish Buyer with written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owner's title policy, in amount of the purchase price for said premises, will be paid for by the Seller and issued to Buyer after delivery of deed.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Special Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to Buyer upon payment being made as herein provided, on or before JUNE 18, 2021. Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer, and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.

4. **RISK OF LOSS:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated **through the date before closing**, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. Further, the parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within fifteen (15) days from receipt of the re-proration computation (or receipt of the actual tax bill, whichever is received first by the party obligated to pay the adjustment). All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.

6. **ENCUMBRANCES:**

A. Mortgage, if any, shall be satisfied out of the purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **PERSONAL PROPERTY:** The purchase price expressed above includes the following items which pass for no additional consideration:

8. **FINANCING:** This Contract is subject to Buyer obtaining (check applicable):

X Conventional/ VA/ FHA/ (Other) and ARM/ FIXED,
financing in an amount equal to 80% of the purchase price amortized over years (check one of the following):

at an initial interest rate not to exceed % and points charged not in excess of . (or)

X at the prevailing loan interest rate and terms.

Buyer agrees to make a good faith effort to apply for said financing on or before APRIL 2, 2021. In the event Buyer is unable to obtain this financing and Buyer so notifies Seller in writing on or before APRIL 30, 2021, this Contract shall become null and void, and any down payment paid or escrowed shall be refunded to Buyer. If Seller is not so notified, it shall be conclusively presumed that Buyer has secured such commitment or will purchase said property without reliance upon any mortgage financing contingency.

9. **EQUIPMENT & INSPECTIONS:**

A. At Buyer's expense, Buyer shall have the right to obtain an inspection(s) of the premises by an independent inspection service provider(s) trained or certified/licensed, if such certification or licensing is available, and/or qualified to determine the condition of the premises. A qualified inspector is a person who by reason of appropriate experience and training in a particular trade or industry is considered competent to conduct such an inspection and render an opinion. If inspection discloses any TOXIC MOLD, TOXIC HAZARDOUS WASTE, Buyer may request repairs or remediation. To request repairs or remediation, Buyer must submit to Seller, in writing, both a separate, itemized list of Buyer's specific requests and a copy of the inspection report(s) on or before APRIL 2, 2021. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection.

B. Minor repairs and routine maintenance items do not constitute defects under this Contract. The fact that a functioning major component may be at the end of its useful life shall not render such component defective for purposes of this Contract. A condition does not constitute a defect or an unsafe condition solely through a building code requirement made effective subsequent to installation or construction. Minor repairs and routine maintenance items shall not constitute defects eligible for Buyer requests to the Seller under this contingency and shall not be deemed a part of this contingency. "Minor repairs" shall include, but not by way of limitation, minor warping of wood products, cracks in tile grouting, minor cracking of and nail pops in drywall, and minor cracks in concrete. "Routine maintenance" shall include, but not by way of limitation, small-scale activities (typically requiring only minimal skills or training) associated with regular (daily, weekly, monthly, yearly, etc.) upkeep of equipment, systems, appliances, and buildings to minimize the effects of normal wear and tear, and, by way of example, include filter changes, painting, caulking, sealing, door hardware replacement and routine tuck pointing.

C. The following are conditions precedent to Buyer's right to request remediation:

- 1) In the aggregate the cost of repair or replacement must equal \$500.00 or more, exclusive of the cost of radon mitigation.
- 2) The defects must not have been disclosed in the Residential Real Property Disclosure Act or other similar form.
- 3) The defects must not have been disclosed to Buyer in writing prior to the date the offer was made to purchase.
- 4) The defects must not have been readily observable and obvious. Defects which are not readily observable and obvious include concealed or obscured conditions or conditions requiring a trained person to identify, but do not include those readily apparent to the naked eye.

- 5) The roof (defined as all materials above rafters or trusses) shall not be considered defective if it is free from leaks.
- 6) The structural components shall not be considered defective if they are structurally sound.
- 7) The radon level is measured at four (4) picocuries per liter of air or higher.

D. If defects are reported, then Seller shall elect one of the following options, and shall give written notice to Buyer or to Buyer's attorney within **thirty (30) days** of receiving Buyer's remediation requests and reports:

- 1) Treat the condition and repair the defect at Seller's own cost and expense;
- 2) Give Buyer a credit for the cost of repair at settlement; or
- 3) Rescind the Contract and refund Buyer's earnest money.

If Seller does not give timely written notice of Seller's election, this Contract shall be deemed to be rescinded effective at the beginning of the thirty-first day after Seller shall have received Buyer's remediation request(s) and report(s) and Buyer's earnest money/down payment shall promptly be refunded, unless Buyer elects to purchase the property in accordance with subparagraph G.

E. At Buyer's expense, Buyer shall have the right to obtain a post-mitigation radon inspection by a licensed radon inspector.

F. Should Seller elect or be deemed to have rescinded the Contract, Buyer shall have the right to consummate the purchase transaction, taking the property in "as is" condition, with whatever defects exist. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission, or absent timely response from the Seller, then within four (4) days after the end of the **thirty (30) day period** specified in Paragraph E above.

G. Buyer shall have the right to make a final inspection of the property immediately prior to settlement to verify that its condition has not deteriorated from the date the offer was made to purchase (ordinary wear and tear excepted).

10. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:

A. No work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Illinois Mechanics' Lien Act;

B. Seller has indefeasible title to all of the personal property to which reference is made in Paragraph 7, and all of said property, together with all appliances and mechanical systems built into the premises, are free from security interests or liens other than the lien of any real estate mortgage noted in Paragraph 6 herein;

C. Additional Warranties: None.

11. **ADDITIONAL PROVISIONS:**

A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;

B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular;

C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

D. The parties acknowledge that the State of Illinois has enacted the Smoke Detector Act (425 ILCS 60/1, et seq.), and the Carbon Monoxide Alarm Detector Act (430 ILCS 135/1, et seq.).

E. Time is of the essence of this Contract.

F. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.

G. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.

H. Seller shall provide reasonable access to Buyer and Buyer's representative(s) for purposes of inspection(s) and appraisal(s).

I. Other: **See attached.**

12. **NOTICES, ETC.:** Title commitments, communications and any notices required to be given pursuant to this Contract shall be delivered to the party's attorney, or to the party if not represented by counsel. Any notice shall be given in writing in one of the following ways: (i) by personal delivery to the party or attorney; (ii) by U.S. mail, with postage prepaid, addressed to the party or attorney at the address set forth on the first page hereof; or (iii) by express delivery to the party or attorney at the address set forth on the first page hereof, with charges prepaid. Such notice shall be deemed given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.

13. **PREPARATION AND APPROVAL:** This Contract was prepared by **ANCEL GLINK, P.C.**, Seller's attorney, and approved by Buyer and/or Buyer's attorney.

14. **SETTLEMENT:** Closing shall be held in McLean County at the office of Buyer's closing agent, unless the parties agree otherwise.

15. **ATTORNEY'S FEES AND EXPENSES:** Should Seller or Buyer bring any action against the other with respect to this Contract, the party that does not prevail upon the action, as determined by the court, shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party and as determined by the court. This provision shall survive closing and delivery of deeds.

16. **DEFAULT:** In the event either party should breach this Contract, the other party may pursue any and all remedies provided.

17. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. No covenants, agreements, representations or warranties of any kind have been made by any party or agent of a party to this Contract, except as specifically set forth herein. The parties expressly acknowledge that, in executing this Contract, they have not relied on any prior or contemporaneous oral or written representations, statements or agreements, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to several counterparts of this Contract, of equal effect.

DATE SIGNED BY SELLER: April 8, 2021

X Steven M. Dean, Mayor
Seller:

DATE SIGNED BY BUYER: April 30, 2021.

X [Signature]
Buyer:

This Contract will be deemed effective as of the last date signed.

PASSED by the City Council of the City of Le Roy, Illinois, upon the motion made by Greg Steffen and seconded by Matt Steffen by roll call vote on the 5TH day of April, 2021 as follows

Aldermen elected 8

Aldermen Present 8

Voting Aye:

Dawn Hanafin, Rick Kline, Kyle Merkle, Kelly Lay, Ron Legner, Matt Steffen, Greg Steffen.

Voting Nay:

None

Absent:

None

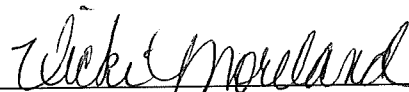
Abstain:

Brad Poindexter

Other:

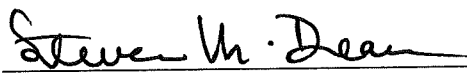
None

And deposited and filed in the office of the City Clerk in said municipality on the 5th day of April, 2021.




Vicki Moreland, City Clerk of the
City of Le Roy
Mc Lean County, Illinois

APPROVED BY the Mayor of the City of Le Roy, Illinois, this 5th day of April 2021



Steven M. Dean, Mayor of the City of Le Roy,
Mc Lean County, Illinois

ATTEST: (SEAL)



Vicki Moreland, City Clerk of the City of Le Roy
Mc Lean County, Illinois

CERTIFICATE

I, Vicki Moreland, certify that I am the duly appointed and acting municipal clerk of the City of Le Roy, of McLean County, Illinois.

I further certify that on **April 5, 2021** the Corporate Authorities of such municipality passed and approved **ORDINANCE NO. 21-04-01-80**

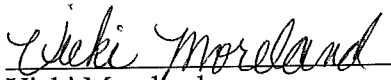
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#30-28-100-004**

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

The pamphlet form of **Ordinance No. 21-04-01-80**, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on **April 5, 2021** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois this 5th day of April, 2021.

(SEAL)


Vicki Moreland
City Clerk of the City of
Le Roy, McLean County, Illinois

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STATE OF ILLINOIS)
) SS:
COUNTY OF MCLEAN)

I, Vicki Moreland, do hereby certify that I am the duly qualified and acting City Clerk of the City of Le Roy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

**AN ORDINANCE AUTHORIZING
THE SALE OF 3.5 ACRES IN PARCEL
#30-28-100-004**

I do further certify said *ordinance* was adopted by the City Council of the City of Le Roy at a regular meeting on the 5th day of April, 2021 and prior to the making of this certificate the said ordinance was on file with the permanent records of said City where it now appears and remains as a permanent record of said ordinance in the record books.

Dated this 5th day of April, 2021

(SEAL)

Vicki Moreland
Vicki Moreland, City Clerk of the
City of Le Roy,
McLean County, Illinois