

**CITY OF MONMOUTH, COUNTY OF WARREN,  
STATE OF ILLINOIS**

**ORDINANCE NO. 21-006**

**AN ORDINANCE AUTHORIZING THE  
SALE OF PROPERTY**

Date Passed: March 1, 2021

Date Posted: \_\_\_\_\_, 2021

**DO NOT REMOVE FOR 10 DAYS  
FROM DATE OF POSTING**

**CITY OF MONMOUTH, COUNTY OF WARREN,  
STATE OF ILLINOIS**

**ORDINANCE NO. 21-006**

**AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY**

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**WHEREAS**, the City of Monmouth, Warren County, Illinois (the “City”) is an Illinois Home Rule municipal corporation established in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS**, it is deemed advisable and in the best interest of the City of Monmouth, Warren County, Illinois to provide for the sale of certain real estate located at the 200 Block of East Jackson Avenue, Monmouth, Illinois (see Legal Description attached hereto as *Exhibit 1*), Illinois; and

**WHEREAS**, such real estate is located in the City of Monmouth Main Street Tax Increment Financing (TIF) District (hereinafter the “TIF District”) and the City has previously complied with the procedures to sell real estate located within a TIF District; and

**WHEREAS**, the City of Monmouth (“the Seller”) has agreed to sell the same to **Monmouth Townhomes, LP** (the “Buyer”) for the agreed price, payable at closing and subject to the terms of a mutually agreeable contract attached hereto as *Exhibit 2*; and

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MONMOUTH, AN ILLINOIS HOME RULE MUNICIPALITY, WARREN COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1:** It is hereby determined that it is advisable, necessary and in the interests of the public good that the City sell certain real estate located at 200 Block of East Jackson Avenue, Monmouth, Illinois, and enter into an agreement with the Buyer providing for the sale of said real estate for the sale price of **One and 00/100 Dollars (\$1.00)**, subject to the execution of a mutually agreeable sales contract.

**Section 2:** Said sales contract shall be in substantially the following form as attached hereto in *Exhibit 2*.

**Section 3:** From and after the effective date of this Ordinance the Mayor and Clerk of the City are hereby authorized and directed to execute the said agreement herein provided for, and to do all things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said agreement.

**Section 4:** This Ordinance is adopted pursuant to the municipal home-rule authority of the City and shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**UPON MOTION** by Alderman \_\_\_\_\_, seconded by Alderman \_\_\_\_\_, and **PASSED, APPROVED AND ADOPTED** by roll call vote of the Corporate Authorities of the City of Monmouth, Warren County, Illinois, on the 1<sup>st</sup> day of March, A.D., 2021, and deposited and filed in the Office of the City Clerk of said City on that date.

<b>MAYOR AND ALDERMEN</b>	<b>AYE VOTE</b>	<b>NAY VOTE</b>	<b>ABSTAIN/ABSENT</b>
Tony Cook			
Justin Thomas			
Brian Daw			
Susan Twomey			
Jim Conard			
Juan Pinedo			
Mary Kelly			
Dan Heatherly			
Rod Davies, Mayor			
<b>TOTAL VOTES:</b>			

**APPROVED:** \_\_\_\_\_  
**Mayor**

**Date:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
**City Clerk**

**Date:** \_\_\_\_\_

**PUBLISHED** in Pamphlet form this \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
City Clerk

STATE OF ILLINOIS            )  
  )  
COUNTY OF WARREN         )        SS

I, Susan Trevor, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Monmouth, the County and State aforesaid, and, as such Clerk, I am the keeper of the records and files of the Mayor and City Council of the City of Monmouth.

I do further certify that the attached and foregoing is a true and current copy of:

AN ORDINANCE AUTHORIZING THE  
SALE OF PROPERTY

as passed by the City Council of the said City of Monmouth, Illinois, at its regular meeting held on \_\_\_\_\_, 2021, and as approved by the Mayor of said City on \_\_\_\_\_, 2021.

IN WITNESS WHEREOF, I have hereto affixed my official signature and the corporate seal of said City of Monmouth, Illinois.

(SEAL)

\_\_\_\_\_  
City Clerk

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STATE OF ILLINOIS            )  
  )  
COUNTY OF WARREN         )        SS

**Certificate of Pamphlet Publication**

I, Susan Trevor, certify that I am the duly elected and acting municipal clerk of the City of Monmouth, Warren County, Illinois. I further certify that on \_\_\_\_\_, 2021, the Corporate Authorities of the above municipality passed and approved Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE AUTHORIZING THE  
SALE OF PROPERTY

which provided by its terms that it should be published in pamphlet form. The Pamphlet Form of Ordinance No. \_\_\_\_\_ and a cover sheet thereof was prepared, and a copy of the Ordinance was posted in the City Hall, commencing on \_\_\_\_\_, 2021 and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk

## **EXHIBIT 1**

### **LEGAL DESCRIPTION**

Lots One (1) through Fifteen (15) inclusive all in Block Two (2) of Oak Park Subdivision, the same being a part of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Twenty (20), Township Eleven (11) North, Range Two (2) West of the Fourth Principal Meridian, also being part of the Subdivision of the South Half ( $\frac{1}{2}$ ) of the North Half ( $\frac{1}{2}$ ) of Lot Four (4) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Twenty (20), Township Eleven (11) North, Range Two (2) West of the Fourth Principal Meridian, platted on the 27th day of April, 1893 and recorded in Volume 85 of Deeds at Page 350 in the Office of the Recorder of Deeds in Warren County, Illinois, situated in the County of Warren and State of Illinois,

AND ALSO

Lots One (1) through Sixteen (16), both inclusive, in Block One (1) of the Subdivision of the South Half ( $\frac{1}{2}$ ) of the North Half ( $\frac{1}{2}$ ) of Lot Four (4) of the Subdivision of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Twenty (20) in Township Eleven (11) North, Range Two (2) West of the Fourth Principal Meridian, and known as "Oak Park", the plat of which is found in Warren County Deed Record, Volume 85, on Page 350.

PINS: 09-044-128-00; 09-044-128-05; and 09-044-184-00

Which property is generally located at 200 Block of East Jackson Avenue, Monmouth, Illinois.

**EXHIBIT 2**

**REAL ESTATE CONTRACT**

(Attached)

## **AGREEMENT**

This Agreement made this \_\_\_\_ day of March, 2021, is between the CITY OF MONMOUTH, an Illinois Home Rule Municipal Corporation, and **Monmouth Townhomes, LP, an Illinois Limited Partnership**, hereinafter referred to as Buyer, the terms of said Agreement are as follows:

1. If said Buyer shall first make the payment and perform the covenants hereinafter mentioned on Buyer part to be made and performed, said Sellers hereby covenant and agree to convey and assure to said Buyer, by good and sufficient limited Municipal Warranty Deed, merchantable, fee simple title to the following-described real estate, to-wit:

### **TRACT I**

Lots One (1) through Fifteen (15) inclusive all in Block Two (2) of Oak Park Subdivision, the same being a part of the Southwest Quarter (¼) of Section Twenty (20), Township Eleven (11) North, Range Two (2) West of the Fourth Principal Meridian, also being a part of the Subdivision of the South Half of the North Half of Lot Four (4) of the Southwest Quarter (¼) of Section Twenty (20), Township Eleven (11) North, Range Two (2) West of the Fourth Principal Meridian, platted on the 27<sup>th</sup> day of April, 1893 and recorded in Volume 85 of Deeds at Page 350 in the Office of the Recorder of Deeds in Warren County, Illinois, situated in the County of Warren and State of Illinois,

AND ALSO

Lots One (1) through Sixteen (16), both inclusive, in Block One (1) of the Subdivision of the South Half of the North Half of Lot Four (4) of the Subdivision of the Southwest Quarter of Section Twenty (20) in Township Eleven (11) North, Range Two (2) West of the 4<sup>th</sup> Principal Meridian, and known as "Oak Park", the plat of which if found in Warren County Deed Record, Volume 85, on page 350.

That portion of East Jackson Avenue/ vacated lying Lots between Lots One (1) through Fifteen (15) in Block One (1) in Oak Park Subdivision, in the City of Monmouth, Warren County, Illinois and Lots One (1) through Fifteen (15) in Block Two (2) in Oak Park Subdivision, in the City of Monmouth, Warren County, Illinois.

PINS: 09-044-128-00; 09-044-184-00; 09-044-128-05

which property is generally located at 200 Block of East Jackson Ave., Monmouth, Illinois

**T**

2. Buyer hereby agrees to pay to the said Sellers at City Hall, 100 East Broadway, Monmouth, Illinois, or at such other place as may be designated in writing to the Buyer by the Sellers, the principal sum of One and No/100ths Dollars (\$1.00) to be paid by certified check, on or before June 30, 2021 (the "Closing Date"), upon receipt of a limited Municipal Warranty Deed for said premises. The Buyer hereby covenant and agree to pay the Sellers Zero and No/100ths (\$0.00) Dollars upon the signing of this agreement as earnest money and the balance of One (\$1.00) Dollars at the time of closing. No interest will be owed on said payments if paid as stated herein.

3. Seller agree to provide and pay for an owner's title insurance policy insuring Buyer as owner of the real estate described herein issued by a reputable title insurance company in the amount of the purchase price, with only the usual and customary standard exceptions. The Buyer shall be responsible for the cost of a Mortgagee Policy, if any.

4. Possession of said premises and delivery of the limited Municipal Warranty Deed shall be given to Buyer upon receipt of the balance of purchase price at the scheduled closing.

5. Buyer acknowledges that it has examined said premises and accepts the same in its present conditions. The Buyer has been granted an extended due diligence period and warrants that it has performed all due diligence it deems warranted.

6. Sellers agree to deliver possession of said premises to the Buyer in the same condition as premises now are, loss by ordinary wear and tear and forces of nature excepted.

7. No transfer stamps will be owed on this transaction since the Seller is an exempt entity for the purpose of paying transfer stamps.

8. There shall be no real estate tax proration since the premises are currently exempt from the payment of real estate taxes.

9. It is further and mutually agreed by and between the parties hereto that the time of payment or the performance of any covenant under this Agreement shall be of the essence of this Agreement and that all covenants and agreements herein contained shall



extend to and be obligatory upon the heirs, beneficiaries, personal representatives and assigns of each of the respective parties hereto.

10. This agreement is subject to approval of the Monmouth City Council. .

11. This agreement is subject to the following

A. The Buyer commencing the construction of a housing development on the above described real estate by September 10, 2021. Failure of the Buyer to commence said construction within said time frame shall cause the real estate to revert back to the Seller with the purchase price returned to the Buyer without interest. This provision shall survive closing.

B. The Buyer shall pay the City of Monmouth, the permit fees of \$165,000.00 at closing pursuant to the terms and conditions incorporated into the Option signed by the parties on March 3, 2020.

C. The Buyer reimbursing the Seller for the costs of the consultant used to create the Tax Increment Finance (TIF) District in the amount of \$18,000.00, on or before closing.

D. Illinois Housing Development Authority (“IHDA”) Required Provisions.

i. Environmental Review: Notwithstanding any other provision of this Agreement, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until IHDA has provided Buyer with a written notification that:

a) It has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other contingencies in this Agreement,

1) The purchase may proceed, or

2) The purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property.

b) It has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. IHDA shall use its best efforts to conclude the environmental review of the property expeditiously.

ii. Voluntary Acquisition: Buyer is interested in acquiring property for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (“HUD”). The Buyer does not have authority to acquire the property by eminent domain. Absent the execution of this Agreement, the Buyer will not pursue the acquisition of the property. Buyer believes this amount represents or is below the current market value of property. In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (“URA”), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance. Tenant-occupants displaced as a result of a voluntary acquisition may be entitled to URA relocation assistance and must be so informed per 49 CFR 24.2(a)(15)(iv)-Initiations of Negotiations, and 49 CFR 24 Appendix A – 24.2(a)(15)(iv).

**IN WITNESS WHEREOF** the parties have signed this Agreement on March \_\_\_\_\_, 2021, in duplicate each of which duplicate shall be deemed an original.

**SELLER**

**CITY OF MONMOUTH**, an Illinois Home Rule Municipal Corporation.

BY: \_\_\_\_\_  
Mayor, City of Monmouth

ATTEST: \_\_\_\_\_  
Clerk, City of Monmouth

**BUYER**

**MONMOUTH TOWNHOMES, LP**, an Illinois Limited Partnership.

By its General Partner Monmouth Townhomes GP, LLC, an Illinois Limited Liability Company

By Iceberg Development Group, LLC, an Illinois Limited Liability Company, sole member of the General Partner

By \_\_\_\_\_  
James N. Bergman, Sole Member

STATE OF ILLINOIS        )  
  )  
COUNTY OF WARREN        )        SS.

I, the undersigned, a Notary Public, do hereby certify, MONMOUTH TOWNHOMES, LP, by \_\_\_\_\_ its General Partner, personally known to me to be the same person whose name is signed to this Agreement, appeared before me this day in person, and acknowledged that he signed this Agreement as his voluntary act for the purposes set forth in this agreement and with full power of the Limited Partners.

GIVEN under my hand and Notarial seal this \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  )  
COUNTY OF WARREN        )        SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RODNEY DAVIES, personally known to me to be the Mayor of the City of Monmouth, a Municipal Corporation, and SUSAN S. TREVOR, personally known to me to be the City Clerk of the City of Monmouth, a Municipal Corporation; and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Mayor and City Clerk of said City, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority given by the City Council of said Municipality, as their free and voluntary act and as the free and voluntary act and deed of said Municipality, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Notary Public

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