

VILLAGE OF BRADLEY

RESOLUTION NO. R-09-24-04

A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY FOR
PUBLIC PURPOSES
(17-09-29-412-008)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 23 DAY OF September, 2024

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 23 day of Sept., 2024.

RESOLUTION NO. R-09-24-04

**A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY
FOR PUBLIC PURPOSES
(17-09-29-412-008)**

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) the Corporate Authorities of the Village are authorized to enter into contracts on behalf of the Village, as well as to acquire and hold real property for corporate purposes; and

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary and expedient to purchase certain property, which presently bears the current PIN: 17-09-29-412-008 (the "Subject Property"), from the County of Kankakee pursuant to the purchase contract attached hereto as Exhibit A and fully incorporated herein (the "Agreement"); and

WHEREAS, the Corporate Authorities have determined that entering into the Agreement in order to purchase the Subject Property is in the best interests of the Village and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby find that the terms and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the Village and declare that said agreement is approved in form and substance. Therefore, the Corporate Authorities of the Village authorize and direct the Village President to execute, and the Village Clerk to attest, the Agreement, and further to take any and all actions, including but not limited to the execution of any and all documents necessary to enter into the Agreement and thereafter to close upon the sale of the Subject Property.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 23 day of Sept, 2024.

TRUSTEES:

RYAN LEBRAN	Aye - <u> </u>	Nay - <u> </u>	Absent - <u> 1 </u>
BRIAN BILLINGSLEY	Aye - <u> X </u>	Nay - <u> </u>	Absent - <u> </u>
DARREN WESTPHAL	Aye - <u> X </u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN TIERI	Aye - <u> X </u>	Nay - <u> </u>	Absent - <u> </u>
GRANT D. VANDENHOUT	Aye - <u> X </u>	Nay - <u> </u>	Absent - <u> </u>
GENE JORDAN	Aye - <u> X </u>	Nay - <u> </u>	Absent - <u> </u>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 5 Nay - 0 Absent - 1

ATTEST:



KELLI BRZA, VILLAGE CLERK (Deputy)
Khamseo Nelson

APPROVED this _____ day of _____, 2024.



MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:



KELLI BRZA, VILLAGE CLERK (Deputy)
Khamseo Nelson

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-09-24-04, "A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY FOR PUBLIC PURPOSES (17-09-29-412-008)," which was adopted by the Village Corporate Authorities at a meeting held on the 23 day of Sept, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 23 day of Sept, 2024.



KELLI BRZA, VILLAGE CLERK

(SEAL)



EXHIBIT A

KANKAKEE COUNTY TAX AGENT

TELEPHONE (618) 656-5744 141 ST. ANDREWS AVENUE
TOLL FREE (800) 248-2850 P.O. BOX 96
FACSIMILE (618) 656-5094 EDWARDSVILLE, ILLINOIS 62025

September 16, 2024

Village of Bradley
147 South Michigan Ave
Bradley, IL 60915

Transaction Number: 0924926
Parcel Number: 17-09-29-412-008
Property Address: S. DEARBORN AVE.

Dear Village of Bradley,

Enclosed is a purchase contract to enable the Village of Bradley to acquire the requested parcel. The purchase price is based upon the minimum cost of acquisition and conveyance thru the county's Tax Liquidation Program.

Please return **the signed contract** along with a check in the amount of \$797.00 payable to the Kankakee County Trustee Payment Account to the address shown above. This amount is made up of \$750.00 for purchase plus \$47.00 for recording.

Upon approval by the County Board Chairman, we will return an acknowledged copy of the purchase contract and process the conveyance. If this property is being purchased for demolition, please notify the Assessor in your county and apply for an exemption when the demolition is complete. If you have any questions, please contact me.

Sincerely yours,


Kim Wildhaber

TRANSACTION NO. 0924926



PURCHASE CONTRACT

SELLER: Kankakee County, As Trustee **PURCHASER:** Village of Bradley

SUBJECT PROPERTY: 17-09-29-412-008
PROPERTY ADDRESS: S. DEARBORN AVE.

TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$797.00

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 beginning January 1, 2025.

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 30 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.

PURCHASER shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

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 23rd day of September, 2024.

SELLER:

PURCHASER:

By: _____

By: Michael Watson

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

PURCHASER ADDRESS:
Village of Bradley
147 South Michigan Ave
Bradley, IL 60915