

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF KNOXVILLE, KNOX COUNTY, ILLINOIS
AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE PURCHASE OF
109 WEST MAIN STREET**

WHEREAS, the City of Knoxville, Knox County, Illinois ("City") is the owner of a certain parcel of real property commonly known as 109 West Main Street, Knoxville, Illinois (hereinafter, the "Property"); and

WHEREAS, the Property is not presently being used by the City and is vacant;

WHEREAS, Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) authorizes the City to sell real property, where the real property is no longer necessary, appropriate, required for the use of, or profitable to the City; and

WHEREAS, the City Council of the City of Knoxville, Illinois ("City Council") has determined that the Property is not needed by the City, and retention of the Property is neither appropriate nor profitable to the City; and

WHEREAS, it is the opinion of the City Council that it is in the best interest of the citizens of the City of Knoxville to sell the Property.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KNOXVILLE, KNOX COUNTY, ILLINOIS, THAT:

Section 1: The findings and recitations hereinabove set forth are adopted and found to be true.

Section 2: The City Clerk shall cause to be published in the *Galesburg-Register Mail*, a daily newspaper of general circulation within the City and published in the County of Knox, Illinois, a "Notice of Proposal to Sell Real Property and Advertisement for Bids" (the "Notice"), in accordance with the statutory requirements, said Notice being substantially in the form attached hereto as Exhibit A. The Notice shall be published for three successive weeks, with the first publication date being not less than 30 days before December 1, 2025, the day provided in the Notice by which bids for the Property must be received.

Section 3: During normal business hours, and up until the last date and time for the taking of bids pursuant to the terms of the Notice, the City Clerk shall make available bid forms. The bid forms shall be substantially as provided in the attached Exhibit B.

Section 4: All bids received on the Property will only be opened on December 1, 2025, during the regularly scheduled meeting of the City Council. The City Council may accept the high bid or any other bid determined to be in the best interest of the City by a vote of three-fourths of its members then holding office, but by a majority vote of those holding office, the City Council may reject any and all bids.

Section 5: If the City Council accepts a bid for the Property, the Mayor and the City Clerk, shall convey the real estate and transfer it, by proper quitclaim deed of conveyance, stating therein the consideration therefor, with the seal of the City. The sale shall be per the terms of the Notice and bid form.

Section 6: This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and, in the event of such conflict, the provisions hereof shall govern.

Section 7: This Ordinance is hereby ordered to be published in pamphlet form by the City Clerk and said Clerk is hereby ordered to keep at least three (3) copies hereof available for public inspection in

the future and in accordance with the Illinois Municipal Code.

Section 8: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF KNOXVILLE, KNOX COUNTY,
ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF _____
_____, 2025.**

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Mayor

ATTEST:

City Clerk

Exhibit A

Notice of Proposal to Sell Real Property and Advertisement for Bids

NOTICE IS HEREBY GIVEN that the City of Knoxville proposes to sell, by the taking of sealed bids, two parcels of real property commonly known as 109 West Main Street, Knoxville, IL 61448 (hereinafter, the "property"), further described as follows:

Lot 7 in Block 5 of the Original Town (now City) of Knoxville,
commonly known as 109 West Main Street, Knoxville, Illinois.

PIN: 10-28-305-005

The property is vacant and zoned for residential use.

The sale shall be made on the terms and conditions set forth in the Bid Forms available from City Clerk Barbara Kirchgessner, 33 N Public Square, Knoxville, IL 61448. Among these terms and conditions are, without limitation, the following:

1. The minimum bid for sale shall be \$2,000.00.
2. The property and all improvements thereto are sold "as is".
3. Seller will not furnish title insurance and the conveyance will be by quitclaim deed.
4. A minimum down payment of One Thousand Dollars (\$1,000.00) in the form of a cashier's check made payable to the City of Knoxville must accompany each bid.
5. The balance of the purchase price shall be paid by cashier's check payable to the City of Knoxville at closing.
6. Seller reserves the right to reject any and all bids submitted.
7. The City reserves the right to reject all bids or waive bid irregularities at its sole discretion.
8. The winning bidder shall be entitled to a refund of ____% of the purchase price as a development incentive if a residential improvement, fit for human occupancy, is built on the property within 3 years of closing.

Envelopes containing the bid with a certified check in the amount of One Thousand Dollars (\$1,000.00) shall be clearly marked, "Bid for Purchase of 109 West Main Street". Bids must be hand-delivered or mailed to the City of Knoxville, 33 N Public Square, Knoxville, IL 61448 and received no later than December 1, 2025 at 5:00 p.m.

The bids will be opened on December 1, 2025, at the regularly scheduled meeting of the City Council of the City of Knoxville. The meeting is scheduled to begin at 7:00 p.m.

Exhibit B

BID FORM/REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement"), is being submitted by _____ (insert name of Buyer) ("Buyer") as a bid to purchase a parcel of real property commonly known as 109 West Main Street, Knoxville, IL 61448 (hereinafter, the "Property"), further described as follows:

Lot 7 in Block 5 of the Original Town (now City) of Knoxville, commonly known as 109 West Main Street, Knoxville, Illinois. PIN: 10-28-305-005

from **City of Knoxville, Knox County, Illinois** ("Seller"). The Buyer will allow the offer represented by this Agreement to remain in force and outstanding until 5:00 o'clock p.m. on December 16, 2025, and if timely accepted by Seller, this Agreement shall be binding upon the parties and shall govern Buyer's purchase of the Property from Seller.

1. **Purchase Price.** Buyer hereby bids and will pay to Seller by bank certified or cashier's check the sum of \$ _____ DOLLARS for the Property, less credits allowed under this Agreement. Buyer has enclosed a cashier's check in the amount of ONE THOUSAND DOLLARS (\$1,000.00) as earnest money. The earnest money shall be applied at the closing as a credit against the Purchase Price or, as described herein, either returned to Buyer or retained by Seller.

2. **Closing and Closing Documents.** At Closing, Seller shall:

- a. Execute and deliver to Buyer a Quitclaim Deed;
- b. Deliver sole and exclusive possession of the Property to Buyer; and
- c. Execute and deliver such documents as may otherwise customarily be required.

Closing shall be held no later than 5:00 p.m. on January 31, 2026, unless Buyer and Seller mutually agree to a later date.

3. **Title Evidence.** Any title insurance shall be at the option and expense of the Buyer.

4. **No Warranty.** The property is being sold "as is" and without any warranty.

5. **Default.** If either party does not perform any obligation under this Agreement (a "Default") then:

- a. If Seller has breached, Buyer, at its option may: (i) Seek specific performance of this Agreement; or (ii) Elect to have the earnest money returned to Buyer and the sale declared null and void; and
- b. If Buyer has breached, the Seller shall be entitled to: (i) Seek specific performance; or (ii) retain the money paid to Seller as earnest money and (iii) obtain any other consequential damages arising from Buyer's default hereunder.

Neither party shall be considered in Default unless the non-defaulting party has provided written notice to the other of such Default and gives a reasonable opportunity (not less than ten [10] days) to cure such Default.

6. **Mutual Assistance.** Buyer and Seller mutually agree to cooperate to effectuate the transaction contemplated by this Agreement and provide such further acts and documents reasonably necessary to carry out the intent hereof, provided that any expenses therefor shall, unless otherwise provided, be borne by the party that requested such action.

7. **Miscellaneous.**

a. **Notices.** Notices shall be in writing and delivered personally or by certified mail, return receipt requested, to (unless otherwise directed in writing) Seller at the City of Knoxville, 33 N Public Sq., Knoxville, IL 61448, and to Buyer at the address supplied at the bottom of this page of this document, and when so mailed, shall be deemed to be given two (2) days after the depositing thereof in the U.S. mail.

b. **Time of Essence.** Time shall be of the essence of each and every provision of this Agreement.

c. Risk of Loss. If, prior to the delivery of the Quitclaim Deed hereunder, any improvements on the Property shall be destroyed or materially damaged by fire or other casualty, Buyer shall have the option of declaring this Agreement null and void and receiving a refund of the earnest money, or of accepting the Property as damaged. If condemnation proceedings are threatened or commenced against the Property before the Closing, then this Agreement shall, at Buyer's election, terminate, and the earnest money shall be returned to Buyer. If Buyer does not elect to terminate this Agreement, then this Agreement shall be consummated, and the condemnation proceeds assigned to Buyer.

d. Property Taxes. The Seller believes, but does not warrant, that there are no property taxes owed on the Property. Regardless of the correctness of Seller's belief, the Buyer assumes all responsibility to pay any property taxes on the Property, including those taxes accruing prior to the date of the execution of this document. The Buyer further assumes all responsibility for interest or redemption costs associated with property taxes on the Property. The Buyer shall indemnify and hold harmless the Seller for any tax liability or associated tax redemption costs.

e. Development Incentive. Should the Buyer (or Buyer's assign) improve the Property with a residence, in accordance with all applicable building permits and codes, and fit for human occupation, within three years of closing, the City shall refund the Buyer (or Buyer's assign) _____ % of the purchase price for the Property.

BUYER:

SELLER:

City of Knoxville, Knox County, Illinois

(signature)

By: _____
Mayor

Print Name: _____

Attest: _____
City Clerk

**BUYER'S MAILING ADDRESS
AND DAYTIME PHONE (please print):**

IMPORTANT NOTICE TO BIDDERS:

All blanks (except the signature lines for the Mayor and City Clerk) must be filled out and submitted with this form. The form must be signed by the bidder(s). The form must be delivered in a sealed envelope, clearly marked, "Bid for Purchase of 109 West Main Street," and mailed to the City of Knoxville, 33 North Public Sq., Knoxville, IL 61448. Envelopes containing the bid must be received no later than December 1, 2025 by 5:00 p.m. **A cashier's check for \$1,000.00, payable to the City of Knoxville, Illinois, must be enclosed in the envelope. If the bid is rejected, the check will be returned. If the bid is accepted, the \$1,000.00 will be applied towards the purchase price.** The minimum bid amount is \$2,000.00. **The City reserves the right to reject all bids or to accept a bid other than the highest bid if such other bid is determined to be in the best interest of the City.**

Checklist: ☐ Bid amount inserted in paragraph 1 (no less than \$2,000).
 ☐ Cashier's Check for \$1,000 enclosed.
 ☐ Your name is printed at the top and bid is signed by you.
 ☐ Your name, address and phone number are clearly printed.

IF YOUR BID IS ACCEPTED, THIS DOCUMENT WILL BECOME A BINDING CONTRACT.