

FILED

APR 09 2025

Cathy Johnson
COUNTY CLERK
VERMILION CO. IL.

CITY OF GEORGETOWN ILLINOIS

ORDINANCE NO. 2025-166

**An ORDINANCE OF THE CITY OF GEORGETOWN,
VERMILION COUNTY, ILLINOIS,
AUTHORIZING THE SALE OF NON-SURPLUS REAL ESTATE OWNED
BY THE CITY OF GEORGETOWN, AT 117-203 N. MAIN ST.**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF GEORGETOWN
7th DAY OF APRIL 2025**

Published in pamphlet form by authority of the City Council of the City of
Georgetown, Vermilion County, Illinois this 8th day of April 2025.

STATE OF ILLINOIS

COUNTY OF VERMILION

CERTIFICATE

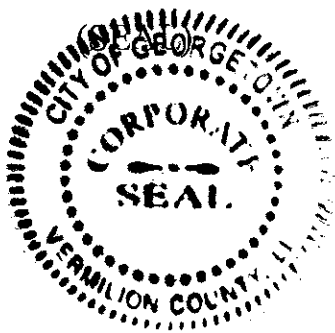
I, Jacqueline Wilson, certify that I am duly appointed and acting municipal clerk of the City of Georgetown, Vermilion County, Illinois.

I further certify that on April 7, 2025, the Corporate authorities of the City of Georgetown passed and approved Ordinance No. 2025-166, entitled:

**AN ORDINANCE AUTHORIZING THE SALE OF NON-SURPLUS REAL ESTATE
OWNED BY THE CITY OF GEORGETOWN ALONG N. MAIN STREET**

The pamphlet form of Revised Ordinance No. 2025-166 including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance is posted on the municipal website at georgetownil.net commencing on April 8, 2025. Copies of such Ordinance are also available for public inspection upon request in the office of the municipal clerk.

DATED at Georgetown, Illinois, this 8th day of April 2025.



Jacqueline Wilson
Municipal Clerk

City of Georgetown, Illinois
Revised Ordinance No. 2025-166

**AN ORDINANCE AUTHORIZING THE SALE OF NON-SURPLUS REAL ESTATE
OWNED BY THE CITY OF GEORGETOWN ALONG N. MAIN STREET**

WHEREAS, the City of Georgetown, Vermilion County, Illinois, owns certain vacant real estate as fully and legally described on the attached Exhibit “A”, which parcels of real estate shall hereinafter be referred to collectively as the “Subject Properties”; and

WHEREAS, the Illinois Municipal Code, Section 65 ILCS 5/11-76-2 provides that a city may advertise for sale by public bid a parcel of property which is “no longer necessary, appropriate for the use of, profitable to, or for the best interest of the city or village.”; and

WHEREAS, the City Council has reviewed the Subject Properties, including its use, condition, value, costs of maintenance, and other facts and factors associated with same, and the Council finds that the subject Properties are no longer necessary, appropriate for the use of, profitable to, or for the best interest of the City of Georgetown; and

WHEREAS, the City Council finds it in the best interest of Georgetown not to appraise the properties, and to sell them without appraisal, due to the prohibitive cost to the City’s, and

WHEREAS, the City Council finds it to be in the best interest of the City to sell the properties on an as-is, where-is and with all faults basis, and

WHEREAS, for the foregoing reasons, the Council finds that the public interest will be best served by selling the Subject Properties to the highest and best bidder.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Georgetown, Illinois, as follows:

Section 1. The recitals set forth above are hereby adopted and incorporated herein; and

Section 2. The corporate authorities of the City of Georgetown, Illinois hereby resolve and declare and ordain that the Subject Properties are properties which are no longer necessary, appropriate for the use of, profitable to, or for the best interest of the City of Georgetown, and that said Subject Properties may be sold pursuant to 65 ILCS 5/11-76-2; and

Section 3. The City of Georgetown, Illinois, shall sell the Subject Properties on an as-is, where-is and with all fault's basis and by public bid.

Section 4. The Clerk of the City of Georgetown is hereby authorized, empowered and directed to publish a notice of the proposed sale at least (30) days in advance of the City Council meeting at which the bids shall be opened and considered.

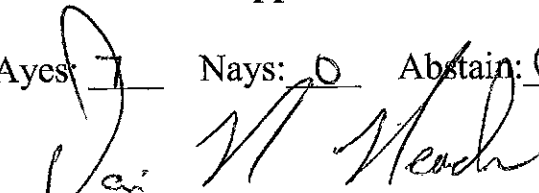
Section 5. Pursuant to 65 ILCS 5/11-76-2, said publication shall include the legal description and assessor's PIN of the Subject Properties, its current use, a listing of all restrictions on future use, a request for bids including instructions for submitting same, and the time, date, and place of the meeting, where such bids shall be opened.

Section 6. The bids received shall be opened and considered at a City Council meeting to be held on the 3rd day of March 2025, whereupon the property shall be sold to the highest and best bidder. The Council reserves the right to reject any and all bids it deems, in its sole discretion, to not be in the best interest of the City of Georgetown.

Section 7. This ordinance shall take effect and be in force immediately from and after its passage and adoption by not fewer than a three-fourth ($\frac{3}{4}$) majority of the members of the City Council of the City of Georgetown, at a regular council meeting on the 19th day of May 2025.

So Passed and Approved this 7th day of April 2025.

Ayes: 7 Nays: 0 Abstain: 0 Present: 7 Absent: 1


Darin Readnour, Mayor, City of Georgetown

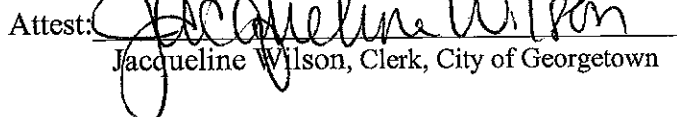
Attest: 
Jacqueline Wilson, Clerk, City of Georgetown

Exhibit A – Ordinance 2025-166

	Tract #	Legal Description	Assessor's PIN	Acreage*	County Recording Ref.
	GEOL0062	JAMES HAWORTH'S ADD TO GEORGETOWN LTS 9&10	28-32-302-001		
	GEOL0018	GEORGETOWN LTS 14,15,29	28-32-301-039		
* Acreage from Vermilion County GIS webpage			The water level on these subject properties is not guaranteed		

**City of Georgetown, Illinois
Request for Proposals**

**REQUEST FOR PROPOSALS FOR THE PURCHASE OF REAL ESTATE
LOCATED AT 117-121 NORTH MAIN ST., GEORGETOWN, IL**

WHEREAS the City of Georgetown, Illinois, a municipal corporation, acting through its corporate authorities, has determined that the real property located at 117-121 North Main St., Georgetown, IL 61846 (hereinafter the "Property") is surplus real estate, and that it is in the best interest of the City of Georgetown (hereinafter the "City") to sell the said Property;

NOW, THEREFORE, the City Council of the City of Georgetown, Illinois, hereby requests proposals for the purchase of said Property from the City, as follows:

Section 1. Property Information.

Common Address: 117-121 North Main St., Georgetown, IL 61846.

Legal Description: Lots 14, 15, and 29 in the original town of Georgetown and Lots 9 and 10 in James Haworth's Addition to Georgetown, situated in Vermilion County, Illinois.

PIN: 28-32-301-039

Section 2. Proposal Requirements.

Proposals should be submitted in a sealed envelope, and shall include the following items:

- A. Proposed purchase price in US dollars, rounded to the nearest dollar.
- B. The name, address, email address, and telephone number of the contact person for the bidder.
- C. A certified check payable to the City of Georgetown in an amount equal to ten percent (10%) of the proposed purchase price (the "Deposit"). The Deposit of the successful bidder will be retained by the City and applied toward the purchase price. In the event that the successful bidder fails to close on the sale of the Property for any reason following the public opening of the proposals, the Deposit shall be forfeited to the City as liquidated damages to cover the City's costs of advertisement and the Request for Proposals process. The Deposits of all unsuccessful bidders shall be returned after the City Council selects the successful bidder.

Section 3. Terms and Conditions of Sale.

A. Opportunity for Inspection. The city shall allow prospective bidders the opportunity to inspect the property by prior appointment only. Prospective bidders shall contact the City Clerk, Jacqueline Wilson, at (217)662-2525 to arrange an inspection. By submitting a proposal, the bidder certifies and warrants that it is familiar with the Property and has inspected the Property to the bidder's satisfaction.

B. No representations or Warranties from the City. The prospective bidder shall rely upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property. By submitting a proposal, the bidder acknowledges that it is

not now relying, and will not later rely, upon any representations and/or warranties made by the City or anyone acting or claiming to act by, through, under, or on the City's behalf concerning the Property. The bidder will review, prior to entering into an agreement with the City, all items which in the bidder's sole judgment affect or influence the bidder's acquisition and use of the Property. The City will only agree to sell the property on an "AS IS, WHERE IS, WITH ALL FAULTS" basis, and the City makes no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The bidder must be willing to accept the title to the Property on an "AS IS" and "WHERE IS" basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the City hereby expressly disclaims. No warranty or representation will be made by the City as to:

- i. fitness for any particular purpose,
- ii. merchantability
- iii. design
- iv. quality
- v. condition
- vi. operation
- vii. income
- viii. feasibility or advisability of bidder's intended use of the property
- ix. absence of defects
- x. absence of hazardous or toxic substances
- xi. absence of faults

xii. flooding

xiii. compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment

xiv. any other matter with respect to the Property

C. Release of the City from Liability for Property Condition. The bidder, on behalf of itself and its agents, employees, affiliates, successors, and assigns, must agree to release and forever discharge the City from any and all rights, claims, and demands at law or in equity, whether known or unknown at the time of the execution of the agreement contemplated hereby, which the bidder has or may have in the future, arising out of the physical or environmental condition of the Property, including but not limited to claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 USC 9601, et seq) or to the extent allowable under any similar federal, state, or local statute, rule, or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the City.

D. Payment at Closing. Payment must be made by cash or certified funds in a form acceptable to the City. All debt owed to the City must be paid prior to payment of the purchase price and release of the deed.

E. Closing and Tax Proration. All costs of closing, title insurance, and attorney's fees shall be borne by the purchaser, and shall be in addition to the amount bid. There shall be no proration of property taxes against the

Property from the City. Purchaser assumes all property tax liability upon closing.

F. Rehabilitation. The purchaser agrees that it shall, within one hundred eighty (180) days of closing, bring the Property into full compliance with all applicable city codes and ordinances.

G. Purchase Agreement and Other Conditions. The successful bidder shall enter into a Purchase Agreement with the City for the purchase of the Property. The City reserves the right to impose other terms and conditions upon the sale of the Property, as contained in such Purchase Agreement. Purchaser shall have the right to consult with an attorney of their choosing before signing the Purchase Agreement.

H. Default and Attorney's Fees. In the event that the purchaser defaults under the terms of this Request for Proposals and/or the Purchase Agreement, the purchaser shall be liable to the City for all reasonable attorney's fees incurred by the City as the result of such default.

I. Assignment of Leases. The Property contains multiple commercial rental spaces, some of which are currently occupied by existing tenants. The leases of all current tenants shall be assigned to the Purchaser following closing. The City shall not take any other action regarding the existing leases.

Section 4. Rejection of Bids and Cancellation.

A. The City reserves the right to reject any and all proposals to purchase the Property.

B. The City reserves the right to cancel this Request for Proposals at any time for any reason or no reason.

Section 5. Proposal Timeline.

Sealed proposals must be submitted to the City Clerk, 208 S. Walnut St., Georgetown, IL 61846 by 4:00 PM on May 19, 2025

Section 6. Sealed proposals shall be opened and considered by the City Council at the regular meeting on May 19, 2025.